Memorandum of Settlement dated the 22nd November 1979, between the Managements of 4 'B' Class Banks and 4 C Class Banks as represented by 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 — *4 'B'* Class Banks and 3 'C' Class Banks listed in Schedule I to this Memorandum of Settlement And Their Workmen

Representing the Employers

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

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

Representing the Workmen

1. Shri D. P. Chadha
2. Shri K. K. Mundul
3. Shri P. S. Sundaresan
4. Shri P. L. Syal
5. Shri Prabhat Kar

6. Shri Tarakeswar Chakraborty
7. Shri N. Sampath
8. Shri N. S. Purao
9. Shri Rajinder Sayal
10. Shri P. N. Tewari
11. Shri R. D. Trivedi
12. Shri T. K. V. Nair

All India Bank Employees Association

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

National Confederation of Bank Employees

SHORT RECITAL OF THE CASE

(i) Whereas 4 'B' Class Banks and 3 'C' Class Banks are members of the Indian Banks' Association.

(ii) Charter of demands submitted by the organisations on behalf of the workmen were admitted into conciliation and conciliation ended in failure.

(iii) The parties, however, held bilateral negotiations and have arrived at a Settlement in respect of some of the terms and conditions of service of the workmen employed in these banks.

(iv) The issues raised by the management on behalf the banks were discussed and the unresolved issues have been referred to arbitration.

(v) The parties agree that the matter agreed to under this Settlement shall be binding on them in terms of Section 18 (1) of the Industrial Disputes Act and that this Settlement shall be

filed with the appropriate authorities as required by Rule 58 of the Industrial Disputes (Central) Rules.

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

TERMS OF SETTLEMENT

I. In respect of all the banks listed in Schedule I to this Memorandum of Settlement, it is agreed that the provisions of the.Sastry Award and of the Desai Award as modified by the Memoranda of Settlements dated 19th October, 1966, 12th October, 1970, 23rd July, 1971 and 8th November, 1973 shall govern the service conditions except to the extent that the same are modified by the Settlement.

II. In respect of the following conditions of service the existing terms will be substituted by the under mentioned revised terms.

1. Scales of Pay

(i) Sub-staff

'B' Class Banks

Rs. 230-5-245-7-280-10-330-12 390-15-405.

'C' Class Banks

Rs. 220-5-245-7-280-10-330-12-378

(ii) Clerical Staff:

'B'Class Banks

Rs. 295-15-325-20-405-25-455-30-545-35-580-40-660-45-750-50-800-60-190

'C'Class Banks

Rs. 275-10-295-15-325-20-405-25-455-30-545-35-580-40-660-45-750-50-800.

Notes

(a) Fitment in the new scales of pay shall be on the stage to stage basis,

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

2. Dearness Allowance

(i) Sub-staff:

2% of "pay" for every rise of 4 points over 200 in the quarterly average of the All India Average Working Price Index (General) Base 1960 = 100.

(ii) Clerical staff

1.5% of "pay" for every rise of 4 points over 200 in the quarterly average of the All India Average Working Class Consumer Price Index (General) Base1960=100 subject to a maximum of Rs. 15/- for each such rise of 4 points.

With effect from 1-9-1980, the Dearness Allowance applicable to workmen staff other than subordinate staff will be 1. 58% of "pay" for every rise of 4 points over 200 in the quarterly average of the All India Working Class Consumer Price Index (General) Base 1960 = 100 subject to a maximum of Rs. 15. 80 for each such rise of 4 points.

3. City Compensatory Allowance

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

(i) **Sub-staff**

7% of basic pay, minimum Rs. 20/- p.m.

(ii) **Clerical staff:**

9% of basic pay, minimum Rs. 30/- p.m.

4. House Rent Allowance Clerical and Subordinate staff

		Maximum 'B' Class Banks Rs. per month	'C' Class Banks Rs. per month
(i)	At special places, i.e., Bombay, Delhi, Calcutta and Madras 7.5% of pay	70	60
(ii)	At semi-special places, i.e., Ahmedabad, Bangalore, Hyderabad and Kanpur 7% of pay	60	55
(iii)	At places with population of 2 lakhs and over excluding those at (i) & (ii) above and including State Capitals and Capitals of Union Territories 6% of pay	50	45
(iv)	At places with population of 10,000 and over but below 2 lakhs - 4% of pay	35	30

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

"Pay" for the purpose of calculating House Rent Allowance shall mean basic pay plus special allowance, if any, and officiating allowance, if any, except that in the case of clerical staff the special allowance to be taken into account shall be to the extent the special allowance ranks for super annuation benefits.

5. Special Allowances

Without prejudice to the IBA's issue in regard to various aspects of special allowances, the existing special allowances will be refixed on the basis of 100% merger both for the sub-staff and the clerical staff. In respect of clerical staff the DA payable on the special allowances @ 1 .58% at CPI 340 (1960 = 100) would be added to this amount and the revised special allowances will be fixed accordingly. The Tables showing the special allowances as revised are given in the Schedule II. In respect of clerical staff this special allowance so consolidated will not rank for Dearness Allowance as from, the date of effect. The amount to be counted as "pay" for all other purposes including for purposes of superannuation benefits would be in terms of Schedule II.

6. Medical Aid-Clerical and Subordinate Staff

	'B' Class Banks Rs. per Annum	**'C' Class Banks** Rs. per Annum
Up to Basic Pay of Rs. 700/- p.m.	200	175
Over Basic Pay of Rs. 700/- p.m.	270	225

Explanation

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

7. Hospitalisation

(i) In partial supersession of Clause VIIA(b) of the Settlement between IBA and AIBEA dated 8-11-1973, the scheme of hospitalisation will cover the following diseases:

(a) Cancer
(b) Tuberculosis
(c) Paralysis
(d) Cardiac ailment
(e) Tumour

(f) Smallpox
(g) Pleuresy
(h) Diphtheria
(i) Leprosy
(j) Major accident requiring hospitalisation.
(k) All other ailments requiring, surgical operation, hospitalisation like cataract, surgical jaundice, cirrhosis of the liver.

(ii) All other terms and conditions of this facility will remain unchanged.

(iii) It is also agreed that employees on suspension will be entitled to the facility of medical aid and hospitalisation.

(iv) In case of injuries sustained by a 'workman in the course of his duty he shall be fully reimbursed the medical cost and treatment and/or hospitalisation over and above his normal entitlement. He shall also be treated on special leave for the period of his absence required for treatment.

This provision will come into force on 1-10-1979.

8. Provident Fund

Subject to Sub clause V above, for purpose of contribution to Provident Fund, 'pay' will be reckoned @ 80% during the first year of settlement from the date of effect, 90% during the second year of settlement and 100% thereafter.

9. Combined Designation

In partial modification of Clauses 20.1 of the Settlement dated 19-10-1966 and VIII of the Settlement dated 8-11-1973 between IBA and AIBEA -

(i) there should be no restriction on combination of designations at rural branches. A rural branch will be an office situated at a centre with a population of less than 10,000. Having regard to the special characteristics of these branches the management shall be free to work out the staffing pattern based on the needs of the organisation.

(ii) at semi-urban branches, not more than three designations can be combined,

(iii) the present .position will continue in metropolitan and urban branches. It is hereby clarified that -

(a) where a person has been appointed as a 'clerk-typist' it will be a combined designation.

(b) entrustment of duties attracting special allowance will not amount to granting an additional designation.

10. Restrictive Practices

The parties agree to adopting a joint declaration as per Schedule III.

11. Disciplinary Action and Procedure Therefor

(i) In partial modification of Clause 19.6 of the Settlement dated 19-10-1966 between IBA and AIBEA para 521 (5) of the Sastry Award and para 18.28 of Desai Award, the following punishments be added to the list of punishments. An employee found guilty of gross misconduct may

(a) have his special allowance withdrawn or

(b) have his pay reduced to the next lower stage up to a maximum period of 2 years, in case he had reached the maximum in the scale of pay.

(ii) Clause 19.14 of the Settlement between IBA and AIBEA dated 19-10-1966, para 521 (12) ofthe Sastry Award and para 18.28 of the Desai Award have been modified as under:

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

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

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

(iii) Clause 19.12 (e) of the Settlement between IBA and AIBEA dated 19-10-1966, shall be modified as under :

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.

11. (i) 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,
    (a) the employee shall be served a show cause notice advising him of the misconduct and the evidence on which the charge is based; and
    (b) the employee shall be given an opportunity to submit his written statement of defence, and for this purpose has right to have access to the documents and material on which the charge is based.
    (c) 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.

    (ii) 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.

12. Casual Leave

In partial modification of Clause 13.22 of the Settlement between IBA and AIBEA dated 19-10-1966, it is hereby clarified that causal leave shall be earned by an employee during the calendar year of his service on a pro rata basis at the rate of one day for each completed month or part thereof.

13. Leave Fare Concession -Tickets

In partial modification of Clause 10.10 of the Settlement between IBA and AIBEA dated 19-10-1966, it is hereby clarified that an employee claiming reimbursement under leave fare concession shall produce money eceipts as evidence and if the money receipt is not available, any other satisfactory evidence of travel along with a suitable explanation for the non-production of money receipts.

14. Family - Definition

(i) For the purposes of LFC, the expression 'wholly

dependent parents' shall mean either parent having no independent income or a monthly income not exceeding Rs. 150/-

(ii) In partial modification of Clause IV (vi) of the Settlement between IBA and AIBEA dated 8-11-1973, for the purpose of travel on LFC/on transfer, "family" will include brothers and sisters wholly dependent on the employee.

15. Leave Fare Concession

(i) In partial modification of existing LFC rules, an employee will be permitted to avail of Leave Fare Concession once in every two years to his place of domicile or to any place within India up to a maximum distance of 800 kms. in case of 'B' Class Banks and 450 kms in case of 'C' Class Banks.

(ii) An employee will be given an option to avail of the LFC once in every 4 years up to a distance of 1600 kms. in the case of 'B' Class Banks and 900 kms. in case of 'C' Class Banks.

(iii) Option once exercised shall be irrevocable and final.

(iv) An employee will be permitted to encash privilege leave at his credit up to a maximum limit of one month, while proceeding on ' Leave Fare Concession only, once in every 4 years.

(v) An employee may undertake the whole or part of the journey by air either to his place of domicile or to a place for rest and recuperation and he will be eligible to claim his actual expenditure, provided it is less than or equivalent to actual fares by his entitlement in case of journey to his place of domicile by a direct or regular route or to the extent of the maximum distances indicated in paragraph (a) above in case of journey to any place for rest and recuperation by any route.

16. Night Clearing

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

and settled between the parties.

17. Halting Allowance

In partial modification of Clause III (g) of the Settlement between IBA and AIBEA dated- 8-11-1973, halting allowance will be payable at the following rates with effect from Ist December 1979.

	Non-Sub-staff Rs.	**Sub-staff Rs.**
CCA Centres	25	20
Non-CCA Centres	20	15

18. Hill and Fuel Allowance

In supersession of Clauses III (c) and (d) of the Settlement between IBA and AIBEA dated 8-11-1973, hill and fuel allowances will be combined and paid throughout the year as under:

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

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

Notwithstanding the provision as aforesaid, hill and fuel allowances will be paid at Mercara Town and at places specifically declared as 'Hill Stations' by the Central/State Governments irrespective of their height at the rates specified in (ii) above.

This provision will come into force on 1-9-1978.

19. Washing Allowances

(i) In supersession of Clause III (a) of the Settlement between IBA and AIBEA dated 8-11-1973, washing allowance will be paid to members of the subordinate staff entitled to uniforms at the rate of Rs. 10/- per month at all centres.

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

This provision will come into force on 1 -10-1979.

20. Cycle Allowance

In supersession of Clause III (b) of the Settlement between IBA and AIBEA dated 8-11-1973, cycle allowance: will be paid to members of the subordinate staff who are required by a bank to use a cycle on regular assignment for outdoor duties at the following rates.

	'B' Class Banks Rs *per month*	*'C'* Class Banks Rs *per month*
In Bombay, Delhi, Calcutta and Madras	20	15
In all other places	15	12

This provision will come into force on 1 -10-1979.

21. Compensation on Transfer

(i) In supersession of Clause IX(b) of the Settlement between IBA and AIBEA dated 8.11.1973, compensation on Transfer will be as under:

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

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

Where no receipts/Statement of loss are produced, a lump sum payment of

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

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

	Non sub-staff	**Sub-staff**
For married persons	1000 Kgs.	750 Kgs.
For unmarried persons	750 Kgs.	500 Kgs.

This provision will come into force on 1-10-1979.

22. Project Area

(i) Compensatory Allowance

In supersession of Clause 9.6 of the Settlement between IBA and AIBEA dated 19-10-1966, project area compensatory allowance will be paid as under:

(a) *Project Area -Group 'A'*

Non-subordinate staff	Rs. 25 per month
Subordinate staff	Rs. 20 per month

(b) Project Area-Group 'B'

Non-Subordinate Staff	Rs.20 per month
Subordinate staff	Rs. 15 per month

(ii) House Rent Allowance

In partial modification of Clause 8.2 (b) of the Settlement between IBA and AIBEA dated 19.10.1966, house rent allowance in project areas, if quarters are not provided by the Bank will be as under:

		Rs.	Rs.
(i)	Group 'A' - 7.5% of pay subject to	Min. 30 Max. 70	Min. 25 Max. 60
(ii)	Group 'B' - 7% of Pay Subject to	Min. 25 Max. 60	Min. 20 Max. 55

(iii) Parties agree to discuss and finalise additions/deletions to the list of project Areas. This will be on the basis of the following 4 principles being satisfied:

(a) Place is declared as a project area by Government;

(b) The branch of the Bank is situated in the project area;

(c) It should be far away from a town /city; and

(d) All the land is acquired by the project authorities as a result of which housing is not available.

23. Split Duty Allowance

In partial Supersession of Clause 9.7 of the Settlement between IBA and AIBEA dated 19-10-1966, Split duty allowance will be payable as under:

	'B' Class Banks	**'C' Class Banks**
	Rs.	**Rs.**
	Per month	***Per month***
At CCA centres	20	16
At non-CCA centres	15	12

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

This provision will come into force on 1-10-1979.

24. Part-time Employees

(i) Parties agree that permanent part-time employees who are required by the Bank to work for more than 6 hours a week will be eligible for Provident Fund and Gratuity. Provident Fund provisions will come into effect from 1-9-1978.

(ii) Parties further agree that in partial supersession of clause 9 (b) of the Settlement between IBA and AIBEA dated 12-10-1970, the minimum payable to part-time employees required to work over 3 hours a week but below 6 hours a week shall be Rs. 60/- per month with effect from 1-9-1978.

(iii) Parties further agree that subject to the banks recruitment rules, if any, part-time employees in the subordinate cadre will be given a preference for filling full-time vacancies in the same cadre, other things being equal.

25. Encashment of Privilege Leave

(i) Parties agree that a workman would be entitled to encash the accumulated leave to his credit at the time of retirement.

(ii) Parties further agree that if a workman dies in service, his heirs will be paid salary for the leave accrued to him at the time of the death.

26. Reimbursement of Road Travel

In Supersession of para 6.74 of the Desai Award where an employee has to travel on duty between two places not connected, or partly connected by rail or steamer, he will be

reimbursed actual road mileage costs or @ 20 Paise per kilometre, which ever is lower.

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

This Provision will come into force on 1-10-1979.

27. Special Area Allowance

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

28. National and Festival Holidays

In partial modification of Clause VI of the Settlement between IBA and AIBEA dated 8-11-1973, members of the watch and ward staff will be given 15 national/festival/gazetted holidays or the maximum declared by the concerned State Government whichever is lower.

This will come into force on 1-1-1979.

29. Accumulation of Privilege Leave

In partial modification of Clause V (ii) of the Settlement between IBA and AIBEA dated 8-11-1973, it is agreed between the parties that privilege leave can be accumulated up to a maximum of 180 days. This will come into force on 1-1-1979.

III. Parties agree that the issues referred to arbitration would also be binding on the management and employees of the banks referred to in Schedule I.

IV. Implementation

The implementation of the revised terms mentioned in Para II above will be taken in hand immediately and will be completed not later than 31st December, 1979.

Notwithstanding such implementation, the computation of overtime and halting allowance on the revised basis will come into effect from 1st December 1979.

V. Date of effect

This Settlement will come into force with effect from 1-9-1978 unless indicated otherwise in the item of Settlement and shall remain in force until the termination of this Memorandum of

Settlement.

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

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

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

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

For Indian Banks' Association

K. Venkatachari
N. Veghul
K. Ruknuddin
R.K. Ghotogalkar
C. Vijay

For All India Bank Employees Association

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

For National Confederation of Bank Employees

C.L. Rajarathnam
N.C. Chowdhury
S.T. Singaram
C.B. Kumar
M.N. Upadhyaya

witnesses:

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

SCHEDULE I

'B' Class Banks:

1. The Benares State Bank Ltd.
2. Bharat Overseas Bank Ltd.
3. The Lakshmi Vilas Bank Ltd.
4. The Nedungadi Bank Ltd.

C' Class Banks:

1. The Miraj State Bank Ltd.
2. The Parur Central Bank Ltd.
3. The Purbanchal Bank Ltd.

SCHEDULE II

Category of Workmen	**'B' Class Banks**		**'C' Class banks**	
	Amount of Special Allo-Wance	Amount ranking for Super-Annuation benefits	Amount of Special Allo-Wance	Amount rnaking for Super-Annuation benefits
	Rs.	Rs.	Rs.	Rs.
1. Telephone Operator	31	19	25	15

2. Relieving Telephone Operator	16	10	12	8
3. Audit Clerk				
Category 'A'	53	32	47	29
Category 'B'	100	62	70	43
4. Comptist	62	38	62	38
5. Telex Operator	78	48	59	36
6. Teller	81	49	62	38
7. Punch Card Operator	87	53	87	53
8. Accounting Machine Operator	134	82	121	74
9. I.B.M./ICT (Hollerith-Power Samas) Machine Operator	152	93	115	70
10. Stenographer	152	93	115	70
11. Head Clerk	152	93	115	70
12. Assistant Head Cashier				
Units of 5 Clerks and above	81	49	53	32
Units of 4 Clerks and above	62	38	47	29
13. Cashier-in-Charges of Cash in Pay Office or Branch	102	63	71	44

Category of Workmen	**'B' Class Banks**		**'C' Class banks**	
	Amount of Special Allo-Wance	Amount ranking for Super Annua-tion benefits	Amount of Special Allo-Wance	Amount ranking for Super-Annua tion benefits

	Rs.	Rs.	Rs.	Rs.
14. Head Cashier Category 'A'				
Units of 5 clerks and above	102	63	68	42
Units of 4 clerks and above	78	48	53	32
15. Head Cashier Category 'B'				
Units of 5 Clerks and above	121	74	-	-
Units of 4 Clerks and above	96	59	-	-
16. Head Cashier Category 'C'	171	104	115	70
17. Head Cashier Category 'D'	171	104	-	-
18. Head Cashier Category 'E'	245	150	208	127
19. Special Assistant	264	161	236	144

For Educational Qualifications

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

(In rupees per month)				**Amt. Ranking for PF**
37	after they have completed	1 year	After	23
75	after they have completed	2 years	reaching	46
112	after they have completed	3 years	20th	69
149	after they have completed	4 years	Stage of	91
186	after they have completed	5 years	the Scale	114

Subject to the following limits:

75 for those who are Graduates and / or N.D.C.

37. for those who have passed Part I of CAIB/CAIIB

112 for those who have passed Part I & II of CAIB/CAIIB

112 for those who are graduates / NDC and have passed Part I of CAIIB / CAIIB.

186 for those who are graduates /NDC and have passed part I and II of CAIB CAIIB

Amount of Special Allowance

Category of Workmen		**'B' Class Banks**	**'C' Class Banks**
(i)	Cyclostyle Machine Operator	14	12
(ii)	Liftman	20	14
(iii)	Relieving Liftman	12	8
(iv)	Cash Peon	16	12
(v)	Watchman/Watchman-cum-peon	16	12
(vi)	Armed Guard	30	26
(vii)	Bill Collector	34	20
(viii)	Daftary	32	26
(ix)	Head Peon	38	30
(x)	AirConditioning Plant Operator	78	66
(xi)	Electrician	78	66
(xii)	Driver	84	66

SCHEDULE III

RESTRICTIVE PRACTICES

Premble - The IBA, AIBEA and NCBE are in full agreement that no efforts should be spared by them to ensure efficient courteous and speedy customer service in the banking industry. With this common objective in view, some restrictive practices were gone into jointly. The unions do not accept that there are any such practices. It is admitted by both sides that the details

of situations or circumstances in which certain incidents might have taken place are not available and hence they cannot be gone into in detail. The Unions, however, make it clear that it has never been the intention of the unions to indulge in any restrictive practices. The IBA concedes that in view of the size of the industry, there are difficulties in attaining perfection in the matter of control of the large work force and also of regulation and distribution of work at all the offices in the country. Both IBA and the Unions agree that much depends on the climate that develops and the relations that are built at the various offices by mutual understanding and respect for each other's difficulties. Accordingly, the IBA, AIBEA and NCBE jointly express themselves on the issues as under:-

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

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

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

(4) Employees with double designations such as clerk-typist, cashier-cum-clerk, etc., may be asked to perform both the duties on the same day. It would, however, be ensured that they are

not subjected to frequent changes of work on the same day. Where an employee who is handling cash is asked to work outside cash section he should be given time to tally and hand over his cash.

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

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

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

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

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

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

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

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

The NOBW AND INBEC (INTUC) signed Settlement with the IBA on 23rd November 1979 and 26th November 1979 respectively. The terms of the Settlements are the same as printed here.