

Memoranda of Settlement

dated **10th April 1989**

containing

**(i) Fifth Bipartite Settlement regarding
Wage Revision and Changes in other
Service Conditions**

and

**(ii) Supplementary Settlement on
Computerisation and Mechanisation
regarding Modernisation of Bank Branches**

between

Managements of 'A' Class Banks

(represented by Indian Banks' 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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**Fifth Bipartite Settlement
(10th April, 1989)**

Regarding 'A' Class Banks

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(10th April, 1989)**

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MEMORANDUM OF SETTLEMENT dated 10th April, 1989 between the Managements of 54 'A' Class Banks as represented by the Indian Banks' Association and their workmen as represented by the All India Bank Employees Association 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 54 Banks which are on date 'A' Class Banks and listed in Schedule I to this Memorandum of Settlement and their workmen.

Representing the Employers (Member Banks)	<ol style="list-style-type: none"> 1) Shri R. Srinivasan 2) Shri K. Manmohan Sheno 3) Shri N. D. Prabhu 4) Shri V. D. Kulkarni 5) Shri C. R. Vaitheeswaran 6) Shri J. N. Tandon 7) Shri A. V. Rajagopalan 8) Shri R. R. Kothare 9) Shri S. A. Farooqi 10) Shri Ramesh Mishra 11) Shri V. P. Menon 12) Shri G. Chandran 13) Shri C. Krishnamurthi 14) Smt. B. Das Gupta 15) Shri A. K. Bakhshy
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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 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 CH Easwar Rao
13. Shri S. D. Dhopeswarkar
14. Shri T. B. Rai

All India Bank Employees Association

1. Shri O. P. Gupta
2. Shri S. N. Duber
3. Shri M. R. Awasthi
4. Shri P. Lakshminarasaiah
5. Shri M. Rajagopal
6. Shri P. Balagopala Menon
7. Shri Gurudas Chatterjee
8. Shri M. M. Pednekar
9. Shri Y. K. Arora
10. Shri S. P. Raman
11. Shri G. K. Awasthi
12. Shri Balbir Singh Choudhry

National Confederation of Bank Employees

SHORT RECITAL OF THE CASE

WHEREAS

(a) The Indian Banks' Association (IBA) on behalf of its member banks named in the Schedule to the respective settlements signed settlements with the All India Bank Employees Association (AIBEA) and National Confederation of Bank Employees (NCBE) representing the workmen employees of the banks mentioned in the said Schedule on 17th September, 1984 and 5th January, 1987 and 29th March, 1987 regarding various terms and conditions of their service. The Settlement dated 17th September, 1984 was for a period of four years with effect from 1st July, 1983.

(b) The AIBEA and the NCBE (hereinafter jointly called the Unions) submitted fresh Charters of Demands for revision of wages and other service conditions on 26th May, 1987 and 21st May, 1987 respectively to the IBA and requested for negotiations with them, with a view to arriving at an amicable settlement.

(c) The IBA also raised with the Unions during negotiations issues on behalf of the managements of the concerned banks, to be discussed and settled with a view to improving productivity, efficiency; customer service, discipline and harmonious industrial relations.

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

(e) The settlement incorporating the various terms of agreement reached as aforesaid was under preparation. As it was found time consuming, it was considered expedient to enter into a settlement incorporating the bare terms of agreement arrived at as aforesaid.

(f) The parties (the IBA on behalf of its member banks named in the Schedule I to this settlement and the Unions representing the workmen employees of the banks mentioned in the same Schedule I) signed a settlement 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 on 23rd February,

1989 incorporating the various terms of agreement reached as aforesaid as per Annexure-A.

(g) The settlement reached as aforesaid amended, modified and superseded the provisions of the Awards and the settlements referred to in the following Clauses 1 and 2 of this settlement.

(h) Clauses 18 and 19 of the aforesaid settlement provided that the parties shall further negotiate other demands and issues including the modalities relating to the implementation of the issues covered by the settlement reached as aforesaid and another settlement would be signed between the parties at a later date which would include the terms and conditions of the aforesaid settlement.

(i) In pursuant to and in accordance with the above referred provisions of the aforesaid settlement, the parties held further negotiations in respect of the other demands and modalities relating to the implementation of the issues covered by the aforesaid settlement.

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

TERMS OF SETTLEMENT

GENERAL

1. In respect of 54 'A' Class Banks listed in Schedule I, to this Memorandum of Settlement except the State Bank of India, Indian Overseas Bank, State Bank of Saurashtra and Bank of Baroda, the provisions of the Sastry Award as finally modified and enacted by the Industrial Disputes (Banking Companies) Decision Act, 1955, the Industrial Disputes (Banking Companies) Decision Amendment Act, 1957, and the provisions of the Award of the National Industrial Tribunal presided over by Mr. Justice K. T. Desai in Reference No. 1 of 1960 which Award inter alia modifies certain provisions of the Sastry Award (hereinafter referred to as the Awards) as modified by the settlements dated 19th October 1966, 12th October, 1970, 23rd July, 1971, 8th November, 1973, 1st August, 1979, 31st October, 1979, 21st April, 1980, 8th September, 1983, 17th September, 1984 and 5th January, 1987 shall govern the service conditions except to the extent the same are modified by this settlement.

2. (i) In respect of State Bank of India, the provisions of the Awards as modified by the Settlements dated 31st March, 1967, 24th February, 1970, 15th September 1970, 1st August, 1979, 31st October, 1979, 21st April, 1980, 8th September 1983, 17th September, 1984 and 5th January, 1987 shall govern the service conditions of the workmen except to the extent the same are modified by this settlement;
- (ii) In respect of State Bank of Saurashtra, the provisions of the Awards as further modified by the Settlements dated 11th November, 1966, 1st August, 1979, 31st October, 1979, and 21st April 1980, 8th September, 1983, 17th September, 1984, and 5th January, 1987 shall govern the service conditions of the workmen except to the extent the same are modified by this settlement;
- (iii) In respect of Bank of Baroda, the provisions of the Awards as further modified by the Settlements dated 23rd December, 1966, 19th December, 1970, 1st August, 1979, 31st October, 1979, 21st April, 1980, 8th September, 1983, 17th September, 1984 and 5th January, 1987 shall govern the service conditions of the workmen except to the extent the same are modified by this settlement;
- (iv) In respect of Indian Overseas Bank the provisions of the Awards as further modified by the Settlements dated 14th December, 1966, 17th December, 1970, 29th July, 1972, 23rd March, 1973, 1st August, 1979, 31st October, 1979 and 21st April, 1980, 8th September, 1983 17th September, 1984 and 5th January, 1987 shall govern the service conditions of the workmen except to the extent the same are modified by this settlement;
- (v) In respect of State Bank of India, State Bank of Saurashtra, Bank of Baroda and Indian Overseas Bank, Settlements referred to in Clause 2(i), (ii), (iii) and (iv) above refer to settlements entered into between State Bank of India, State Bank of

- Saurashtra, Bank of Baroda, and Indian Overseas Bank with the All India State Bank of India Staff Federation, All India Bank of Baroda Employees-Federation and the All India Overseas Bank Employees' Union, respectively, representing the workmen of those banks (hereinafter referred to as the said separate settlements).
3. (i) The provisions of the said Awards, the First Bipartite Settlement dated 19th October, 1966 and/or other subsequent settlement(s) including the above mentioned separate settlements hereinafter collectively referred to as said settlements shall stand amended, modified or superseded to the extent and in the manner detailed hereinunder;
- (ii) Provisions in the aforesaid Awards/Settlements which have not been amended/modified or superseded by this Settlement shall continue to remain in force;
- (iii) This settlement shall be in amplification of the aforesaid settlement entered into between the parties on 23rd February, 1989 and in case of any different interpretation- of similar provisions in the two settlements, the interpretation which flows from this settlement shall prevail.

4. A. Scales of Pay

The revised scales of pay shall be as under:

- (i) Subordinate Staff

$$815 - \frac{30}{1} - 835 - \frac{25}{1} - 860 - \frac{30}{1} - 980 - \frac{35}{4} - 1120$$

$$\frac{40}{6} - 1360 - \frac{50}{3} - 1510 \text{ (20 years)}$$

- (ii) Clerical Staff

$$900 - \frac{50}{2} - 1000 - \frac{75}{4} - 1300 - \frac{100}{4} - 1700 - \frac{110}{4}$$

$$2140 - \frac{120}{3} - 2500 - \frac{215}{1} - 2715 - \frac{120}{1} - 2835 \text{ (20 years)}$$

- Note:* (a) Fitment in the new scales of pay shall be on a stage to stage basis.
- (b) There shall be no change in the dates of annual increments because of the fitment.

4. B. Stagnation Increments

Both the clerical and the subordinate staff shall be eligible for three stagnation increments at the rates and frequencies and subject to the terms and conditions as enumerated below.

The clerical and the subordinate staff on reaching the maximum in their respective scales of pay shall draw stagnation increments at the rate of Rs. 120/- and Rs. 50/- each and at frequencies of three years and two years respectively from the dates of reaching the maximum of their scales as aforesaid.

Provided however

- (1) that a workman who has already received two stagnation increments as per the old dispensation up to the date of effect of this settlement shall be eligible for the third and last stagnation increment under the new dispensation on the 1st November, 1987 or one year after the date of the stagnation increment which the workman has got under the old dispensation whichever is later.
- (2) that a workman who has received one stagnation increment under the old dispensation but has completed 9 years of service in clerical cadre or 6 years of service in the subordinate staff cadre after reaching the maximum of the scale of pay upto the date of effect of this settlement as the case may be shall receive the second stagnation increment under the new dispensation on 1st November, 1987 and the third and last stagnation increment under the new dispensation on the 1st January, 1989.
- (3) (a) that a workman (belonging to the clerical cadre) who has already received one stagnation increment under the old dispensation but has not completed 6 years of service after reaching the maximum of

the scale in the cadre up to the date of effect of the settlement shall get the second stagnation increment on the date of completion of 6 years of service after reaching the maximum as required under the new dispensation.

- (b) that a workman (belonging to the subordinate cadre), who has completed 4 years of service after reaching the maximum of the scale up to the date of effect of the settlement shall get one stagnation increment on the 1st November, 1987 and the second one after a period of one year from the date of completion of 4 years of service.
- (4) that a workman who has not received any stagnation increment under the old dispensation owing to his not completing the stipulated period of service after reaching the maximum of the scale according to old dispensation but has completed stipulated number of years according to new dispensation shall get the first stagnation increment on the 1st November, 1987. The workman will get the second stagnation increment after completion of 6 years of service in clerical cadre or 4 years of service in the subordinate staff cadre after reaching the maximum of the pay scale and third stagnation increment, after completion of 9 or 6 years of service, as the case may be.

Note: Stagnation increments would not be given to an employee who at any time after the commencement of the 8th September, 1983 Settlement and after being offered and/or selected for promotion refuses to accept such promotion.

5. Dearness Allowance

The Dearness Allowance shall be payable as per the following revised rates:

- (i) Subordinate Staff

0.67% of 'pay' (I.e. Basic Pay, Stagnation Increments Special Allowance if any, and Officiating Allowance, if any, payable under this Settlement).

(ii) Clerical Staff

- a) 0.67% of 'pay' up to Rs. 1650/- plus,
- b) 0.55% of 'pay' above Rs.1650/- to Rs. 2835/- plus,
- c) 0.33% of 'pay' above Rs. 2835/-

'Pay' for the purpose of Dearness Allowance shall be Basic Pay, Stagnation Increments and Officiating Allowance, if any, under this settlement, but not Special Allowance, if any.

- Note:
- a) Dearness Allowance in the above manner shall be paid for every rise or fall of 4 points over 600 points in the quarterly average of the All India Average Working Class Consumer Price Index (General) Base 1960 = 100.
 - b) It is clarified that there shall be no ceiling on Dearness Allowance.
 - c) All other existing provisions relating to Dearness Allowance Scheme shall remain unchanged.

6. City Compensatory Allowance

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

A) Clerical Staff

- (i) At the higher CCA Centres including the State of Goa $6\frac{1}{2}\%$ of basic pay
Min. Rs. 65/- p.m.
Max. Rs. 150/-p.m.
- (ii) At the lower CCA Centres i.e. places with population of 5 lakhs and over, State Capitals, Chandigarh, Pondicherry and Port Blair. — 4% of basic pay
Min. Rs. 45/- p.m.
Max. Rs, 100/-p.m.

B) Subordinate Staff

- (i) At the higher CCA Centres including the State of Goa. — 6 1/2% of basic pay
Max. Rs. 75/- p.m.
- (ii) At the lower CCA Centres i.e. places with population of 5 lakhs and over, State Capitals, Chandigarh, Pondicherry and Port Blair. — 4% of basic pay
Max. Rs. 50/-p.m.

- Note:
- a) The City Compensatory Allowance in the State of Goa where it was not payable on 1.11.1987 shall be payable with effect from 20th August, 1988.
 - b) Employees posted in the State of Goa and presently drawing Goa Allowance shall be eligible to either Goa Allowance or City Compensatory Allowance as mentioned in Clause 6 above whichever is higher.
 - (c) All other existing provisions relating to City Compensatory Allowance shall remain unchanged.

7. House Rent Allowance

The House Rent Allowance shall be payable as per the following revised rates:

- (i) At special places and semi-special places -12% of pay - Maximum Rs. 300/- p.m.
- (ii) At places with population of 2 lakhs and over (other than special and semi-special places) and state capitals and capitals of union territories -10% of pay - Maximum Rs. 250/- p.m.
- (iii) At places with population of 10,000 and over but below 2 lakhs-8% of pay - Maximum Rs. 200/- p.m.

- (iv) At places with population of less than 10,000 -6 1/2% of pay - minimum Rs. 55/- maximum Rs. 155/- p.m.

- Ndte:* (a) 'Pay' for the purpose of calculating House Rent Allowance shall mean basic pay and wherever payable, stagnation increments, officiating allowance, and special allowance in full or in part as will be ranking for provident fund benefits.
- (b) Where quarters are provided, House Rent Allowance shall not be payable and the rent to be recovered shall be 6% of the revised basic pay or the quantum of rent recoverable under already existing formula, whichever is lower.
- (c) All other existing provisions relating to House Rent Allowance shall remain unchanged.

8. Special Allowances

- (a) The special allowances payable to the clerical staff in banks other than State Bank of India mentioned in Schedule II-A hereto shall rank for existing benefits on the amounts provided in the Schedule.
- (b) The special allowance payable to the subordinate staff in banks other than State Bank of India mentioned in Schedule II-B hereto shall continue to rank for all existing benefits.
- (c) The duties, responsibilities and other provisions relating to the special allowances in banks other than State Bank of India shall remain unchanged except where stated otherwise in this settlement and/or Schedule hereto.
- (d) In supersession of Clause V(b) of the Bipartite Settlement dated the 17th September, 1984, the rates and duties of special allowance carrying posts for workmen staff in State Bank of India may be reviewed and settled at the bank level keeping in view the overall relativity in respect of special allowance under this settlement.

9. Washing Allowance

Where the washing of livery is not arranged by the bank, washing allowance at the rate of Rs. 25/- p.m. shall be payable to members of the subordinate staff entitled to uniforms with effect from 1st January, 1989.

10. Graduation Allowance

On and from the date of this settlement a newly recruited graduate clerk shall be fixed at the first stage of the clerical scale of pay and shall draw a fixed Graduation Allowance of Rs. 130/- p.m. which shall be a special allowance and shall be in lieu of two advance increments and shall rank for only such benefits as in Clause 8 above.

On and from the date of this settlement any clerical staff who becomes a graduate or is a graduate at the time of his promotion from subordinate staff shall only draw Graduation Allowance of Rs. 130/- p.m. in lieu of two advance increments.

Graduation Allowance of Rs. 130/- p.m. shall continue to be paid, even after the recipient reaches the maximum of the clerical scale of pay.

In the case of existing graduate clerks who have received the benefit of 2 additional increments, the Graduation Allowance shall be payable on their reaching the maximum of the clerical scale of pay in the following manner:

- Rs. 65/- p.m. one year after reaching the 20th stage of the scale.
- Rs. 130/- p.m. two years after reaching the 20th stage of the scale.

11. Professional Qualification Increments or Allowance

For the sake of clarity and to distinguish it from Graduation Allowance, the increments/educational allowance now paid to the clerical staff for passing part I or both parts of CAIIB/CAIB shall be called Professional Qualification Increments or Allowance as the case may be.

12. Medical Aid

With effect from 1.1.1989, the reimbursement of medical expenses under medical aid scheme shall be restricted to as under:

- 1) For workmen with service up to 5 years till the completion of 5th year
- 2) For workmen who have completed 5 years service and above

13. Hospitalisation Charges

- a) In respect of bills related to the period between 1.11.1987 and 31.3.1989 already paid or submitted and pending for payment, the benefit of higher percentage of reimbursement provided in this settlement shall be extended within the rates and limits stipulated in the Fourth Bipartite Settlement.
- b) Revised rates as given in Schedule-III shall be effective from 1.4.1989.

14. Paradip Port Town Allowance

Employees posted and working in branches situated in Paradip Port Town shall be paid Paradip Port Town Allowance (which is an 'Other Allowance') in lieu of the existing allowance, at 10% of the revised basic pay. There shall be, however, no recovery on this account.

15. Hill and Fuel Allowance

- (a) The Hill and Fuel Allowance shall be payable as per the following revised rates:
 - (i) At places situated at a height of 3000 metres and above 18% of pay
Max. Rs. 450/-
 - (ii) At places situated at a height of and over 1500 metres but below 3000 metres 8% of pay
Max. Rs. 150/-

- (iii) At places situated at a height of over 1000 metres but less than 1500 metres and Mercara Town 6% of pay
Max. Rs. 110/-
- (b) At places which have a height of not less than 750 metres and which are surrounded and accessible only through hills with a height of 1000 metres and above, the Hill and Fuel Allowance shall be paid as is payable at places situated at a height of 1000 metres and above but less than 1500 metres.
- (c) Hill and Fuel Allowance paid at any place not covered by (a) (i)- (ii) (iii) & (b) as above in terms of existing provisions, decisions, orders, bank level/local settlements or practices shall cease to be payable with effect from the date of this settlement irrespective of the reason for or name by which it is now paid.

The employees at such places presently in receipt of such an allowance, however, shall continue to draw the then allowance as was drawn by them with their March, 1989 salary by way of a fixed Personal Allowance so long they are posted at that place as workmen employees.

16. Special Area Allowance

The Special Area Allowance shall be payable at places specified in Column 1 of the Schedule IV 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.

17. Voluntary Cessation of Employment by the Employee

The earlier provisions relating to the voluntary cessation of employment by the employee in the earlier settlements shall stand substituted by the following:

- a) When an employee absents himself from work for a period of 90 or more consecutive days, without submitting any application for leave or for its extension or without any leave to his credit or beyond the period

of leave sanctioned originally/subsequently or when there is a satisfactory evidence that he has taken up employment in India or when the management is reasonably satisfied that he has no intention of joining duties, the management may at any time thereafter give a notice to the employee at his last known address calling upon him to report for duty within 30 days of the date of the notice, stating inter alia the grounds for coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available. Unless the employee reports for duty within 30 days of the notice or gives an explanation for his absence within the said period of 30 days satisfying the management that he has not taken up another employment or avocation and that he has no intention of not joining duties, the employee will be deemed to have voluntarily retired from the bank's service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of the expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules of service.

- b) When an employee goes abroad and absents himself for a period of 150 or more consecutive days without submitting any application for leave, or for its extension or without any leave to his credit or beyond the period of leave sanctioned originally/subsequently or when there is a satisfactory evidence that he has taken up employment outside India or when the management is reasonably satisfied that he has no intention of joining duties, the management may at any time thereafter give a notice to the employee at his last known address calling upon him to report for duty within 30 days of the date of the notice, stating, inter alia the grounds for coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available. Unless the employee reports for duty within 30 days of

the notice or gives an explanation for his absence within the said period of 30 days satisfying the management that he has not taken up another employment or avocation and that he has no intention of not joining duties, the employee will be deemed to have voluntarily retired from the bank's service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of the expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules of service.

- c) If an employee again absents himself within a period of 30 days without submitting any application after reporting for duty in response to the notice given after 90 days or 150 days absence, as the case may be, the second notice shall be given after 30 days of such absence giving him 30 days time to report. If he reports in response to the second notice, but absents himself a third time from duty within a period of 30 days without application, his name shall be struck off from the establishment after 30 days of such absence under intimation to him-by registered post deeming that he has voluntarily vacated his appointment.

8. Part-time Employees

The codified service conditions of part-time employees with such modifications as are considered necessary are as follows:

1. Clerical Staff

One third of the scale wages and one third of the annual increments, payable to full time employees where the total working hours do not exceed 12 hours per week.

Subordinate Staff

If their normal total working hours per week are:

Up to 3 hours : at bank's discretion with a minimum of Rs. 60/-p.m.

More than 3 hours but less than 6 hours	:	at bank's discretion but with a minimum of Rs. 175/-p.m.
6 hours to 13 hours	:	One third of the scale wages with proportionate annual increment.
More than 13 hours to 19 hours	:	One half of the scale wages with proportionate annual increment.
More than 19 hours to 29 hours	:	Three fourth of the scale wages with proportionate annual increment.
Beyond 29 hours	:	Full scale wages

Explanation:

'Scale wages' shall mean basic pay, city compensatory allowance (as per Clause 6), if any, special/house rent/ other allowance, if any, and dearness allowance payable under this Settlement to full time workmen.

2. Part-time employees not drawing scale wages shall be eligible for only fixed monthly payment made to them by the bank. Other part-time employees drawing scale wages shall get only such benefits as are specifically provided hereunder:
 - (a) Permanent part-time employees drawing scale wages are eligible for leave, medical aid and uniforms.
 - (b) Permanent part-time employees drawing scale wages are eligible for Provident Fund with effect from 1.9.1978.

- (c) Permanent part-time employees drawing scale wages in banks other than in State Bank of India will be eligible for Gratuity. Those in State Bank of India, will however be eligible for Gratuity or Pension as per rules.
- (d) Permanent part-time employees drawing scale wages shall be eligible for leave fare concession and leave encashment on pro-rata basis with effect from 1.4.1989.

3. Conversion to Full Time

For fitment of part-time employees consequent on their appointment on full time basis the pro-rata increments earned by them in the course of their part-time service shall be converted (notionally and only for the purposes of fitment) into full increments and their salary fitted from the date of their appointment as full time employees after taking into account such notionally added increments, the fraction of an increment, if any, being granted to them by advancing the date of their next increment suitably. The advanced date of the increment, will in such cases, become the date of their annual increment in future years.

When wages of part-time employees are refixed from 1/3 to 1/2 or 3/4 or from 1/2 to 3/4 in the wage scales, the pro-rata increments earned by them in the course of their service in the lower proportionate wage scale shall be taken into account for the purpose of fitment in the higher proportionate wage scale together with the benefit of advancing the date of increment where the fraction of increment is involved as in the case of their absorption as full time employees.

4. Subject to the bank's recruitment rules, preference will be given to permanent part-time employees drawing scale wages in filling up full time vacancies in the same cadre, other things being equal.

19. Provident Fund

The rates of Provident Fund contribution shall be revised as under:

- 1) 10% of 80% of pay from 1.11.1987 to 31.12.1988.
- 2) 10% of 90% of pay from 1.1.1989 to 31.12.1989.
- 3) 10% of full pay from 1.1.1990 onwards.

20. Gratuity

The existing Gratuity Schemes of the banks shall be modified to the extent that service rendered beyond the complete years of service shall also be reckoned for gratuity purposes if it is 6 months and more, but less than 1 year.

21. Payment of Overtime

The overtime paid to the employees for the overtime work performed uptill 31st March, 1989 shall not be recalculated on account of this Settlement.

22. General Provisions**(a) Improvement in Customer Service**

Both the managements and the unions appreciate the need to improve the customer service and the working of the offices of the banks. To achieve this, both sides agree to maintain cordial industrial relations. The unions also appeal to the employees to render full day's work and extend courteous and prompt customer service.

(b) Business Hours

The unions agree that any change in the business hours is management's prerogative.

(c) Security Staff

Armed Guards and Watchmen shall be exempted by the Unions from participating in strike/work stoppage.

23. Other Issues

- (a) The residual issues of both the parties shall be mutually discussed and settled within a period of six months from the date of this Settlement.
- (b) In respect of the items covered in this Settlement, if there are any agreements/understandings/arrangements for better in any bank the same shall continue unless and until revised.

24. 'B' Class Banks

The revision of wages and other service conditions of the workmen in 'B' Class Banks shall be completed through negotiations between the parties within a period of two months from the signing of this Settlement.

25. Special Provision for State Bank of India

In supersession of .Clause XXI of Bipartite Settlement dated 17th September, 1984, special compensatory provisions in respect of State Bank of India may be reviewed and settled at bank level.

26. Special Provision for Bank of India

The employees in the Bank of India who were in the service of the Bank on 1st January, 1970 and were drawing a "Personal Allowance" will continue to draw the "Personal Allowance" payable to them in terms of the Settlement dated 12th October, 1970 subject to that allowance being consolidated as per the Scheme of the present Settlement in respect of Special Allowances.

27. Date of Effect and Operation

- (1) This Settlement unless provided otherwise shall come into force with retrospective effect from 1st November, 1987 and shall be binding on the parties for five years from 1st November, 1987. Six months before the Settlement expires, the unions may submit their charter of demands to the IBA. The negotiations will commence before the last 3 months of the expiry of the Settlement.

- (2) 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.
- (3) 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.
- (4) Copies of the Memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 56 of the Industrial Disputes (Central) Rules, 1957 so that terms and conditions thereof are binding on the parties as provided in law.

28. Interpretation

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

29. (a) This settlement is entered into between the parties concerned taking due note of the various proceedings in relation to this settlement filed and pending as on date in various Courts in the country including those in the Hon'ble Calcutta High Court, Nagpur Bench of Hon'ble Bombay High Court, in the High Court of Judicature at Allahabad, Lucknow Bench and the Learned District Judge, Alipore, 24 Parganas, Calcutta.
- (b) This Settlement is subject to and will abide by the result of the said proceedings and the orders if any which may be passed therein.

For Indian Banks Association

Sd/-
(S/Shri)
R. Srinivasan
A. V. Rajagopalan
R. R. Kothare
S. A. Farooqi
Ramesh Mishra
G. Chandran
C. Krishnamurthi
A. K. Bakhshy

For All India Bank Employees Association

Sd/-
(S/Shri)
D. P. Chadha
P. S. Sundaresan
Tarakeshwar Chakraborti
N. Sampath
P. N. Tewari
R. D. Trivedi

For National Confederation of Bank Employees

Sd/-
(S/Shri)
O. P. Gupta
S. N. Duber
M. R. Awasthi
M. Rajagopal
P. Balagopala Menon

Witness:

Sd/-
(S/Shri)

Surinder Mohan Sushil Ghosh M. M. Pednekar
N. Krishnamurthy P. L. Syal Y. K. Arora

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

LIST OF BANKS

1. 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 Nationals De Paris
12. Bareilly Corporation Bank Ltd.,
13. The Benares State Bank Ltd.,
14. Bharat Overseas Bank Ltd.,
15. The British Bank of the Middle East
16. Canara Bank
17. Central Bank of India
18. Citibank N. A.
19. Corporation Bank
20. Dena Bank
21. The Federal Bank Ltd.,
22. Grindlays Bank p.l.c.
23. The Hongkong & Shanghai Banking Corporation
24. Indian Bank
25. Indian Overseas Bank
26. The Jammu & Kashmir Bank Ltd.,
27. Karnataka Bank Ltd.,
28. The Karur Vysya Bank Ltd.,
29. The Laksmi Vilas Bank Ltd.,
30. The Mitsui Bank Ltd.,
31. The Nedungadi Bank Ltd.,
32. New Bank of India
33. Oriental Bank of Commerce
34. Punjab National Bank
35. Punjab & Sind Bank
36. The Sangli Bank Ltd.
37. Sonali Bank
38. The South Indian Bank Ltd.,
39. Standard Chartered Bank

SCHEDULE I

40. State Bank of Bikaner & Jaipur
41. State Bank of Hyderabad
42. State Bank of India
43. State Bank of Indore
44. State Bank of Mysore
45. State Bank of Patiala
46. State Bank of Saurashtra
47. State Bank of Travancore
48. Syndicate Bank
49. Union Bank of India
50. United Bank of India
51. UCO Bank
52. United Industrial Bank Ltd.,
53. Vijaya Bank
54. The Vysya Bank Ltd.,

*SCHEDULE II-A***SPECIAL ALLOWANCES**

For Clerical Staff

	Amount of Special Allowance Rs.	Amount Ranking for P. F. Rs.
1. Telephone Operator	58	52
2. Relieving Telephone Operator	30	27
3. Audit Clerk - Category 'A'	98	89
Category 'B'	185	167
4. Comptist	115	104
5. Telex Operator	145	130
6. Teller	189	170
7. Punch Card Operator/Data Entry Operator	161	145
8. Accounting Machine Operator	248	224
9. IBM/ICT Machine Operator	282	254
10. Stenographer	282	254
11. Head Clerk	282	254
12. Assistant Head Cashier- Units of 5 clerks and above	178	160
Units of 4 clerks and below	125	114

13. Cashier - in - charge of Cash in Pay Office or Branch	189	170
14. Head Cashier- Category 'A'		
Units of 5 Clerks and above	248	224
Units of 4 clerks and below	189	170
15. Head Cashier -Category 'B'		
Units of 5 clerks and above	282	254
Units of 4 clerks and below	224	202
16. Head Cashier- Category 'C'	316	286
17. Head Cashier- Category 'D'	350	316
18. Head Cashier- Category 'E'	489	441
19. Special Assistant	524	473
20. Agricultural Assistant	139	125

Graduation Allowance/Professional Qualification Allowance

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

- 1} Those who are graduates and/or NDC-
Rs. 65/- p.m. after they complete 1 year
Rs. 130/- p.m, after they complete 2 years
- 2) Those who have passed Part I of CAIB/CAIIB -
Rs. 69/- p.m. after they complete 1 year

- 3) Those who have passed Both Parts of CAIB/CAIIB -
Rs. 69/- p.m. after they complete 1 year
Rs. 138/- p.m. after they complete 2 years
Rs. 207/- p.m. after they complete 3 years
- 4) Those who are graduates/NDC and have passed Part I of CAIB/CAIIB -
Rs. 65/- p.m. after they complete 1 year
Rs. 130/- p.m. after they complete 2 years
Rs. 199/- p.m. after they complete 3 years
- 5) Those who are graduates/NDC and have passed Both Parts of CAIB/CAIIB -
Rs. 65/- p.m. after they complete 1 year
Rs. 130/-p.m after they complete 2 years
Rs. 199/-p.m. after they complete 3 years
Rs. 268/- p.m. after they complete 4 years
Rs. 337/- p.m. after they complete 5 years

Note: (a) Those who draw Graduation Allowance in lieu of graduation increments, shall continue to draw the allowance after reaching the maximum in the scale. If they have passed Part I or Both Parts of CAIIB they shall also be eligible for Professional Qualification Allowance as given in (2) and (3) above.

- (b) Amounts ranking for Provident Fund shall be as under:

Allowance	Amount ranking for Provident Fund
Rs.	Rs.
65	58
69	62
130	117
138	125
199	179
207	187
268	241
337	303

SCHEDULE II-B**SPECIAL ALLOWANCES**
For Subordinate Staff

	Amount of Special Allowance
1. Cyclostyle Machine Operator	49
2. Liftman	60
3. Relieving Liftman	36
4. Cash Peon	60
5. Watehman/Watchman-cum-Peon	60
6. Armed Guard	101
7. Bill Collector	101
8. Daftary	119
9. Head Peon	137
10. Air Conditioning Plant Helper	276
11. Electrician	276
12. Driver	312
13. Head Messenger in Indian Overseas Bank	233

SCHEDULE III**Guidelines for Reimbursement of
Hospitalisation Expenses**

1. Hospitalisation expenses will be reimbursed to Award Staff in the bank to the extent of 90 per cent in case of self and 60 percent in case of members of family subject to the procedure for reimbursement of hospitalisation expenses as enumerated hereunder:
 - (a) Hospitalisation charges to the extent stated above will be reimbursed in case of all ailments and major accidents which require hospitalisation.

- (b) A workman or his family member(s) will be considered to have been hospitalised only if they are admitted as indoor patient(s) in the hospital in respect of diseases/ accidents as mentioned above in sub-para (a). Medical expenses incurred for the hospitalisation will be reimbursed on the strength of bills/vouchers to the extent of 90% in case of himself and 60% in case of family members subject to limits prescribed hereunder.
2. 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.
 3. The reimbursement of hospitalisation expenses will be restricted to the following charges:

29

60% of amount actually incurred or the amount mentioned below against each item whichever is lower, for members of the family

90% of amount actually incurred or the amount mentioned below against each item whichever is lower, for workman himself

3.1 (a) Hospital registration fees

Rs. 20/-

Rs.30/-

(b) Surcharge/tax on hospital bills

Proportionate to the extent of the Bill passed by the Bank

Proportionate to the extent of the Bill passed by the Bank

3.2 Charges for bed per day (excluding charges for board)

Rs. 30/-

Rs. 40/-

3.3 Diagnostic material charges X-rays, pathological tests, ECG, etc.

As per Annexure I hereto

3.4 Medicines/drugs, injections, bandage and dressing materials etc., except tonics incurred

60% or 90% as the case may be of actual expenses

3.5 Operation charges, etc. hereto

As per Annexure II hereto

30

3.6 Physician's and Consultant's fees per visit:

Visit at the Chamber Major 'A' Class Cities viz. Bombay, Delhi, Madras, Calcutta, Ahmedabad, Bangalore and Hyderabad

Other Places

	60% of amount actually incurred or the amount as mentioned against each item whichever is lower, for members of the family	90% amount actually incurred or the amount as mentioned against each item, whichever is lower, for workman family	60% amount actually incurred or the amount as mentioned against each item whichever is lower, for members of the himself	90% amount actually incurred or the amount as mentioned against each item, whichever is lower, for workman himself
First Consultation	Rs. 60/-	Rs. 80/-	Rs. 40/-	Rs. 60/-
Subsequent Consultation	Rs. 30/-	Rs. 40/-	Rs. 20/-	Rs. 30/-

First Consultation

Rs. 60/-

Rs. 80/-

Rs. 40/-

Rs. 60/-

Subsequent Consultation

Rs. 30/-

Rs. 40/-

Rs. 20/-

Rs. 30/-

Visit at Residence

	Major 'A' Class Cities viz. Bombay, Delhi, Madras, Calcutta, Ahmedabad, Bangalore and Hyderabad		Other Places	
	60% of amount actually incurred or the amount as mentioned against each item whichever is lower, for members of the family	90% amount actually incurred or the amount as mentioned against each item, whichever is lower, for workman	60% amount actually incurred or the amount as mentioned against each item whichever is lower, for members of the family	90% amount actually incurred or the amount as mentioned against each item, whichever is lower, for workman himself
In case of emergency leading to hospitalisation	Rs. 55/-	Rs. 100/-	Rs. 40/-	Rs. 75/-
Second Consultation	Rs. 45/-	Rs. 90/-	Rs. 30/-	Rs. 60
Subsequent consultations	Rs. 30/-	Rs. 60/-	Rs. 20/-	Rs. 40/-

Visit made by Specialists at the Hospital
Special Visits

	Major 'A' Class Cities viz. Bombay, Delhi, Calcutta, Madras, Ahmedabad, Bangalore and Hyderabad		Other Places	
	60% of amount actually incurred or the amount as mentioned against each item whichever is lower, for members of the family	90% amount actually incurred or the amount as mentioned against each item, whichever is lower, for workman himself	60% amount actually incurred or the amount as mentioned against each item whichever is lower, for members of the family	90% amount actually incurred or the amount as mentioned against each item, whichever is lower, for workman himself
During the day time	Rs.25/-	Rs. 40/- per visit	Rs. 20/-	Rs. 25/- per visit
During night time	Rs. 40/-	Rs. 60/- per visit	Rs. 25/-	Rs. 40/- per visit
Routine visits	Rs. 20/-	Rs. 25/- per visit	Rs. 20/-	Rs. 25/- per visit

4. 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 90% or 60% as the case may be, of the charges applicable to the lowest paying beds in such hospitals according to the hospital rules or the maximum amounts mentioned above whichever is lower.

5. Normally, the workman and members of his family should avail services of hospital as mentioned in para 4 above. However, if he feels, that it is un-avoidable to seek service of a

private nursing home/hospital, he can do so in one of the hospitals/ nursing homes, approved by the bank. 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 as mentioned in para 4 above.

6. Medical expenses incurred within 30 days of pre and post hospitalisation period on medical advice on account of the ailment/disease for which the person was hospitalised will be considered as hospitalisation expenses for the reimbursement purpose.

7. The charges for a special nurse will be reimbursed at 90% or 60% as the case may be, of the actual amount incurred subject to a maximum limit of Rs. 100/- per shift at Bombay, Delhi, Calcutta, Madras, Ahmedabad, Bangalore and Hyderabad and Rs. 60/- per shift for other places when the services of such special nurse are considered essential by the medical superintendent of hospital/nursing home.

8. Hospitalisation charges in connection with maternity will not be reimbursable. However, the expenditure incurred by an employee in cases involving operative interference because of complicated labour and caesarean operation and subsequent hospitalisation thereto will be reimbursed under the hospitalisation scheme to the extent of expenditure incurred in excess of normal maternity charges and consequent hospitalisation thereto with effect from 1.4.1989, subject, however, to 90% or 60% as the case may be, of the amount actually incurred or the limits as per Annexure-II hereto.

9. 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.

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

11. Ambulance Charges

Ambulance Charges for removing the workman or his family members from residence to the hospital/nursing home, or from hospital/nursing home to residence on discharge or from one hospital to another hospital may be reimbursed in full.

12. 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 90% in the case of a workman and 60% in the case of his family.

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

13. The medical aid and reimbursement for expenses under the Hospitalisation Scheme under this Settlement will be also available for medical treatment under the recognised systems of medicine viz., Ayurvedic, Unani, Homeopathy and Naturopathy subject to the approval by the Authorised/ Approved Doctor of the Bank or as deemed fit by the bank.

14. 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 Annexure-III hereto.

Note: In respect of bills related to the period between 1.11.1987 and 31.3.1989 already paid or submitted and pending for payment, the benefit of higher percentage of reimbursement provided in this Settlement shall be extended as per the rates and limits stipulated in the Fourth Bipartite Settlement.

ANNEXURE-I

**Schedule for Reimbursement of Charges
Incurred by Workman for Pathological etc. Investigations**

	60% of the amount actually incurred or as mentioned below which-ever is lower, for family members	90% of the amount actually incurred or as mentioned below whichever is lower, for workman himself
	Rs.	Rs.
Urine Examination		
Urine Routine	15	20
Urine for Albumin	15	20
Urine for 17 Ketosteroids	75	125
Urine Culture	40	55
Urine for Column Count Test	40	55
Sensitivity Test	55	75
Urine for Acid Fast Bacilli (T B Culture)	35	50
Stool Examination		
Stool Routine (Stool)	15	20
Examination of Blood		
Blood Count with Indices	25	35
Blood Count without Indices	20	30
R B C and Hb with Indices	20	25
R B C and Hb without Indices	15	20
Total W B C and Differential Count (TC/DC)	15	20
Blood Smears for parasites (MP etc)	15	20
Blood for Microfilaria	30	50
Platelet Count	25	35
Bleeding and Coagulation Time (BT CT)	20	30
Clot Retraction Time	20	30

60% of the amount actually incurred or as mentioned below which-ever is lower, for family members

90% of the amount actually incurred or as mentioned below whichever is lower, for woman himself

	Rs.	Rs.
Prothrombin Time	30	40
Erythrocytes Sedimentation Rate (Westergren's method)	15	20
Sedimentation Rate (Both Methods) E S R	30	40
Blood Culture	35	55
Slot Culture	35	55
GC DP	30	45
Serologteal Tests on Blood		
Rose Waller Test or R A Test	50	100
Widal Test plus Clot Culture of Weil-Felix or Other Agglutination Test	35	50
Brucella Agglutination Test*	45	60
Cold Agglutination Test for Virus Pneumonia	45	60
C Reactive Proteins**	70	90
Paul Bunnel Test	45	70
Serum for R A Test	45	70
Test for Blood Transfusion		
Coomb's Test direct (for coating antibodies)	50	75
Coomb's Test (for complete and incomplete indirect antibodies)	85	135
Blood Grouping and Rh Factor only (not for rmatching) for Non-maternity Cases	25	45

	60% of the amount actually incurred or as mentioned below whichever is lower, for family members	90% of the amount actually incurred or as mentioned below whichever is lower, for woman himself
	Rs.	Rs.
Blood Transfusion per Bottle and Donor's fees (including Pathologist's attendance and cross-matching)	130	180
Skin Tests		
Tuberculin Test (Mantoux)	35	50
T T or M T		
Scraping for Fungus	15	20
Skin Clipping & smear for leprosy	35	50
Nasal smear for leprosy	25	40
Bio-chemistry		
Blood Urea/Calcium/Phosphorus/Phosphatase/Sodium/Potassium each	35	50
Blood Urea Nitrogen	35	50
Urea Clearance Test	65	90
Creatinine Clearance Test	65	90
Serum Proteins or Plasma Proteins	35	50
Serum Proteins Electro Phoresis	85	110
Blood for Fibrinogen	45	60
Blood for Creatinine	35	50
Blood Uric Acid	35	50
Blood Sugar Curve (Glucose Tolerance Test) G T C or G T T	110	150
CO ₂ Combining Power of Plasma	50	70
Blood Cholesterol	35	50
Blood Protein Bound Iodine (PBI)	110	160
Blood Chlorides (S Cl)	35	50
Serum Sodium (S. Na)	30	40
Serum Potassium (S K)	30	40
Serum Iron (S. Fe)	60	80
Serum Iron Studies	85	120

	60% of the amount actually incurred or as mentioned below whichever is lower, for family members	90% of the amount actually incurred or as mentioned below whichever is lower, for woman himself
	Rs.	Rs.
Serum Calcium (S. Ca)	30	40
Serum Phosphorous (S.P)	30	40
Serum Alkaline Phosphatase	30	40
Serum Acid Phosphatase	40	65
Serum Glutamic Oxalic Transaminase (SG DT)	50	80
Serum Lipase	50	80
Serum Glutamic Pyruvic Transaminase (ST PT)	50	80
Serum Anylase	50	80
CPK	180	260
Glucose 6 Phosphate Dehydrogenase	95	140
Serum Lactic Dehydrogenase (LDH)	85	120
Serum Lactic Dehydrogenase with Isoenzyme	105	155
SMA 12 - 2 (14 Blood Chemistry)	160	250
Liver Function Tests		
Thymol Turbidity Test	30	40
Cephalin Cholesterol Flocculation Test	30	40
Vanden Berghn Reaction and Icterus Index (Quantitative Bilirubin)	50	70

	60% of the amount actually incurred or as mentioned below which-ever is lower, for family members	90% of the amount actually incurred or as mentioned below whichever is lower, for woman himself
	Rs.	Rs.
Takata Ara Reaction	50	70
Bromsulphalein Excretion Test (Excluding Injection charges)	60	85
* For indoor patients only		
** For Rheumatic disease to be reimbursed for hospitalised patients		

Conjunctival Swab

Conjunctiva! Swab for Microscopic and Culture Examination	35	50
Smear Examination for Micro Organism	30	40
Routine Culture for Blood, Urine, Faeces, Sputum, Throat Swab, Pus and Other Exudates	40	55
Fluids or Exudates for Malignant Cells	45	60

Pleural and Pericardial and Ascitic Fluids

Pleural Fluid for Routine Examination	40	60
Pleural Fluid for Cultural Pericardial and Ascitic Fluids	40	60

	60% of the amount actually incurred or as mentioned below which-ever is lower, for family members	90% of the amount actually incurred or as mentioned below whichever is lower, for woman himself
	Rs.	Rs.
Sputum Examination		
Sputum Routine	35	50
Sputum for Acid Fast Bacilli only (Sputum AF B)	35	50
Sputum for Culture (Culture for TB)	40	55
C S F for Diptheria	40	50
Culture for Diptheria	30	40

Gastric Analysis

Gastric Contents for Routine Analysis (Gastric Analysis or Fractional Test Meal)	70	100
Sternal Marrow Routine Cytology (Bone Marrow)	70	100
Basal Metabolic Rate (BMR)	70	100
Lung Function Test	70	100
Histo pathology		
— Small Specimen	40	60
— Medium sized Specimen	85	120
— Large Specimen	140	200

Charges for X-rays

Charges per Plate/film	30	50
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	60% of the amount actually incurred or as mentioned below which-ever is lower, for family members	90% of the amount actually incurred or as mentioned below whichever is lower, for woman himself
	Rs.	Rs.
Barium Studies First Plate	40	60
Second and Third Plate (per plate)	30	45
Subsequent Plate (per plate)	20	35
Dental X-ray per Plate	15	20
Ultra Sonography and Echocardiography		
Electro Cardiogram (E C G)	45	60
Indual Test	50	70
U C G (Phono-cardiography, Telemetry)	250	350
C, Cardiac Ex Test Stress Test)		
Echo Cardiography	180	300
Cardio Version	180	260
Ultra Sonography	110	150
US Guided Biopsy	150	200
US Follicular study	60	100
Psychiatry Test		
ECT	50	70
CO2	30	40
Psychology Testing .	50	70
For lthe following tests, etc. at the		

	60% of the amount actually incurred or as mentioned below which-ever is lower, for family members	90% of the amount actually incurred or as mentioned below whichever is lower, for woman himself
	Rs.	Rs.
sole discretion of the Bank.		
C T SCAN		
Brain/Head	225	375
Liver/Abdomen	180	300
Combined Thyroid scan with Iodine uptake	90	150
Thyroid uptake	30	50
Thyroid	50	85
Echoencephalography (ECHO)	100	165
Electroencephalography (EEGy)		
Electromyography (EMG)		
RI		
T ₃	60	100
T ₄	60	100
TSH, LH, FSH, Prolactin (for each test)	75	125
Testosterone	90	150
Parathyroid	90	150
Estrogen (Total)	90	150
ACTH	90	150
HBsAg by RIA or EIA	110	175
For Surgical investigation & Treatment of Cancer		
Scopies and Biopsies	240	400
Chemotherapy	180	300

	Operation Charges		
	Special Operation	Major Operation	Minor Operation
(a) Operation Theatre charges	60% of the amount actually incurred or the amount as mentioned against each item whichever is lower, for workmans himself family	60% of the amount actually incurred or the amount as mentioned against each item whichever is lower, for members of the family	90% of the amount actually incurred or the amount as mentioned against each item whichever is lower, for workmans himself family
(b) Anaesthetist's Charges	Rs. 300/-	Rs. 200/-	Rs. 100/-
(c) Surgeon's Fees for Operation (including Fees for Assistants)	275/- 2250/-	150/- 1250/-	75/- 750/-
(d) Expenses for dialysis, blood transfusion, Heart valve replacement, Angiography and pace-maker may be reimbursed at the rate of 60% for family members and 90% for workman himself at the sole discretion of the bank. - indicative list of special, Major and Minor Operation is appended below:			

Special Operations

Cardiac including By-Pass Surgery, Brain, Lung and Cancer Operations and Kidney Transplantation Operation.

Major Operations

Kidney Stone, Prostrate, Thyroid, Caesarian Delivery, Gestrarectomy, Hysterectomy, Fractures, Amputations, S.P.Nailing, Discoidectomy, Retina Detachment, Liver & Gall Bladder, Plastic Surgery (not for beautification), Hernia subject to Bank's discretion (Time taken approximately 1 to 3hours).

Minor Operations

D&C, Fissure, Circumcision, Small Hydrocele, Dilation, Vasectomy, Abscess, Bilat, Hydrocele, Appendix, Tubectomy, Piles, Fistula, Cataract, Minor Operations
Eye, Nose and Ear. (Time taken approximately 60 minutes or less).

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

- As a rule, reimbursement of expenses incurred by workmen and their family members on treatment abroad will not be allowed.
- 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.
- The reimbursement of expenses incurred on air passage for travel abroad in connection with such treatment will not be reimbursed.
- Foreign exchange may be released to the workmen for the purpose of treatment abroad to the same extent as is permissible to private citizens.
- 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.
- The following ailments have been identified as ailments for which treatment in India is not yet widely established:
 - Cadaver Kidney Transplant;
 - 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 cyanotic - 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 Tirunal 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.

SPECIAL AREA ALLOWANCE

Column 1	Column 2	Column 3	Column 3
	Allowances as Percentage of basic pay	Minimum Rs. per mensem	Maximum Rs. per mensem
I. Area where the limits have been revised			
1. Baramula & Rupwera Dist. of J&K	6	50	140
2. Mizoram	12	125	225
3. Nagaland	12	100	300
4. Andaman & Nicobar Islands			
(a) South Andaman	12	100	225
(b) North & Middle Andaman	12	100	260
(c) Little Andaman & Narcondum Islands	12	100	300
5. Sikkim	12	100	300
6. Lakshadweep Islands	12	150	300
II. Area where special allowance is additionally			

Column 1

Column 2

Column 3

Column 1	Column 2	Column 3	Column 3
	Allowances as Percentage of basic pay	Minimum Rs. per mensem	Maximum Rs. per mensem
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. No. 272dt.3.7.1982	6	35	75
8. Assam	6	25	70
9. Meghalaya	6	25	70
10. Tripura	6	50	100
11. Manipur	6	50	100
12. Arunachal Pradesh			
(a) For employees posted in the remoter region (as specified in M/O External Affairs letter No. 23/67/NI/62 dt. 6.6.63) Districts	12	125	335
(b) For employees posted in other regions	12	110	300
III. Areas where the limits remain unchanged			

Column 1	49		
	Column 2	Column 3	Column 3
	Allowances as Percentage of basic pay	Minimum Rs. per mensem	Maximum Rs. per mensem
JAMMU AND KASHMIR	6	50	100
1 . Kathua District			
(a) Niabat Bani			
(b) Lohi			
(c) Malhar			
(d) Machhodi			
2. Udampur District	6	50	100
(a) Dudu Bansant-garh			
(b) Lender Bhamag illaga			
(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	6	50	100
(a) Illaquas of			

Column 1	50		
	Column 2	Column 3	Column 3
	Allowances as Percentage of basic pay	Minimum Rs. per mensem	Maximum Rs. per mensem
Poddar in Kishtwar Tehsil			
(b) Niabat Nowgam in Kishtwar Tehsil			
4. Leh District	6	75	150
(a) Zanskar			
(b) Noyama			
(c) Nobra			
(d) Other places in the district			
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.	6	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	6	50	100
HIMACHAL PRADESH			
1. (a) Panji Sub-division	6	75	150

Column 1	51			Column 1	52		
	Column 2	Column 3			Column 2	Column 3	
	Allowances as Percentage of basic pay	Minimum Rs. per mensem	Maximum Rs. per mensem		Allowances as Percentage of basic pay	Minimum Rs. per mensem	Maximum Rs. per mensem
(b) of Chamba district Bhamnour Tehsil of Chamba district				(c) Tehsil of Mandi district Mangal Panchayat area of Solan district			
(c) Lahaul and Spiti district				(d) Other Seraj and Malana Panchayat area of Kulu district			
(d) Kinnaur district				3. (a) Janjehli Block of Chachiot Tehsil of Mandi district	6	50	100
(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				(b) Chopal Tehsil of Simla district			
(f) Pargana of Pandrabis of Kulu district				(c) Trans - Giri Tract of Sirmour district			
(g) Chhota Bhangal and Bara Bhangal area of Palampur sub-division of Kangra district				(d) Churah Tehsil of Chamba district			
2. (a) Gram Panchayat Deothi (Taklech areas) and Parganas Chhaibis, Naubis, Sarabhan and Barabis of Rampur Tehsil of Simla District	6	50	100	(e) Kunr Panchayat and Belaj Pargana of Chamba Tehsil of Chamba district			
(b) Chhuhar Valley of Joginder nagar				4. Manali - Ujhi area Parvati and Lagg Valley and Banjar Block of Kulu district	6	50	100
				UTTAR PRADESH			
				(1) Dharchula, Musiyari, Joshimath and Bhatwari Development Blocks and other areas of border districts of Uttarkashi, Chamoli and Pithoragarh including the district headquarters of Uttarkashi only.	6	50	100

MEMORANDUM OF SETTLEMENT dated 1989 between the Managements of 54 'A' Class Banks as represented by the Indian Banks' Association and their workmen as represented by the All India Bank Employees Association 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 54 Banks which are on date 'A' Class Banks and listed in Schedule I to this Memorandum of Settlement and their workmen.

Representing the Employers (Member Banks)

- 1) Shri R. Srinivasan
- 2) Shri K. Manmohan Sheno
- 3) Shri N. D. Prabhu
- 4) Shri V. D. Kulkami
- 5) Shri C. R. Vaitheeswaran
- 6) Shri J. N. Tandon
- 7) Shri A. V. Rajagopalan
- 8) Shri R. R. Kothare
- 9) Shri S. A. Farooqi
- 10) Shri Ramesh Mishra
- 11) Shri V. P. Menon
- 12) Shri G. Chandran
- 13) Shri C. Krishnamurthi
- 14) Smt. B. Das Gupta
- 15) Shri A. K. Bakhshy

Duly authorised on behalf of the
Indian Banks' Association

Representing the

1. Shri D. P. Chadha

Workmen

2. Shri K. K. Mundul
3. Shri P. S. Sundaresan
4. Shri P. L. Syal
5. Shri Tarakeswar Chakraborti
6. Shri N. Sampath
7. Shri Sushit Ghosh
8. Shri Rajinder Sayal
9. Shri P. N. Tewari
10. Shri R. D. Trivedi
11. Shri Sudesh Kumar
12. Shri CH Easwar Rao
13. Shri S. D. Dhopeshwarkar
14. Shri T. B. Rai

All India Bank Employees Association

1. Shri O. P. Gupta
2. Shri S. N. Duber
3. Shri M. R. Awasthi
4. Shri P. Lakshminarasaiah
5. Shri M. Rajagopal
6. Shri P. Balagopala Menon
7. Shri Gurudas Chatterjee
8. Shri M. M. Pednekar
9. Shri Y. K. Arora
10. Shri S. P. Raman
11. Shri G. K. Awasthi
12. Shri Balbir Singh Choudhry

National Confederation of Bank Employees

SHORT RECITAL OF THE CASE

WHEREAS

(a) The Indian Banks' Association (IBA) on behalf of its member banks named in 'the Schedule I to the respective Settlements signed settlements with the All India Bank Employees Association (AIBEA) and National Confederation of Bank Employees (NCBE) (hereinafter jointly called the Unions) representing the workmen employees of the banks mentioned in the said Schedule on 17th September, 1984 and 5th January, 1987 and 29th March, 1987 regarding various terms and conditions of their service. The Settlement dated 17th September, 1984 was for a period of four years with effect from 1 st July, 1983.

(b) The AIBEA and the NCBE submitted fresh charters of demands for revision of wages and other service conditions on 26th May, 1987 and 21st May, 1987 respectively to the IBA and requested for negotiations with them, with a view to arriving at an amicable settlement.

(c) The IBA also-raised with the Unions during negotiations issues on behalf of the managements of the concerned banks, to be discussed and settled with a view to improving productivity, efficiency, customer service, discipline and harmonious industrial relations.

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

(e) The Settlement incorporating the various terms of agreement reached as aforesaid was under preparation and it is time consuming.

(f) It is found expedient to enter into a settlement incorporating certain terms of agreement arrived at as aforesaid.

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

1. SCALES OF PAY*Clerical Staff*

$$900 - \frac{50}{2} - 1000 - \frac{75}{4} - 1300 - \frac{100}{4} - 1700 - \frac{110}{4}$$

$$2140 - \frac{120}{3} - 2500 - \frac{215}{1} - 2715 - \frac{120}{1} - 2835$$

(20 years)

3 stagnation increments of Rs. 120/- each with 3 years frequency.

Subordinate Staff

$$815 - \frac{20}{1} - 835 - \frac{25}{1} - 860 - \frac{30}{4} - 980 - \frac{35}{4} - 1120$$

$$\frac{40}{6} - 1360 - \frac{50}{3} - 1510$$

(20 years)

3 stagnation increments of Rs. 50/- each with 2 years frequency. Stage to stage fitment,

2. DEARNESS ALLOWANCE

Over 600 points, quarterly average, for each cycle of 4 points rise or fall :-

(i)	Subordinate Staff	-	0.67%
(ii)	Clerical Staff		
	1st Slab - upto Rs. 1650/-	-	0.67%
	2nd Slab - above Rs. 1650/- upto Rs. 2835/-	-	0.55%
	3rd Slab - above Rs. 2835/-	-	0.33%

3. CITY COMPENSATORY ALLOWANCE

CCA Area I	- 6 1/2%, Clerks	Min. Rs. 65/-
Centres		Max. Rs. 150/-

Subordinate Staff Max. Rs. 75/-

CCA Lower	- 4%, Clerks	Mm. Rs. 40/-
-----------	--------------	--------------

Centres	Max. Rs. 100/-
Subordinate Staff	Max. Rs. 50/-

4. HOUSE RENT ALLOWANCE

Existing Area Classification to continue.

Rates 12%, 10%, 8% and 6 1/2 %.

Ceilings Rs. 300/-, Rs. 250/-, Rs. 200/-, Rs. 155/- (Min. Rs. 55/-) respectively.

5. WASHING ALLOWANCE

The washing allowance to subordinate staff will be increased to Rs. 25/- p.m. with effect from 1.1.1989.

6. SPECIAL ALLOWANCE

(i) Subordinate Staff

- (a) Merger at 600 points + D.A. thereon.
- (b) Cash peons shall be required to carry cash not exceeding Rs. 2000/-.
- (c) Armed guards and watchmen shall be exempted by the Unions from participating in strike/work stoppage.

(ii) Clerical Staff

15% increase, except in the case of Graduates Special Allowance where applicable with no ceiling on maximum. Special Allowances will not rank for dearness allowance and will rank for Provident Fund etc. in the same manner as hitherto.

(iii) The duties for the special allowance carrying posts

and for clerks and cashiers shall be revised and reviewed on their merits.

Special allowances of clerical and subordinate staff, calculated at 600 points of Index at which level the revised pay scales have been constructed shall be treated as 'Pay' and rank for superannuation benefits, H.R.A., C.C.A., Special allowances of clerical staff shall not, however, rank for Dearness Allowance while those of the subordinate staff will rank for DA as usual.

7. GRADUATE SPECIAL ALLOWANCE

On and from 1.4.1989 new graduate recruits will start at the first stage of clerical scale of pay and shall draw a fixed Graduate Special Allowance of Rs. 130/- p.m. in lieu of two advance increments. The special allowance of Rs. 130/-p.m. shall not rank for Dearness Allowance but shall rank for such benefits as are applicable to other special allowance payable for special allowance duties. Any employee who becomes a graduate on or after 1.4.1989 shall only draw special allowance of Rs. 130/- p.m. in lieu of two advance increments. Existing graduates on reaching the maximum of the clerical pay scale shall draw the special allowance of Rs. 130/- p.m.

It is clarified that existing graduates on reaching the maximum of the clerical pay scale shall draw the special allowance as under :-

- Rs. 65/- after they have completed one year after reaching 20th stage of the scale.
- Rs. 130/- after they have completed two years after reaching 20th stage of the scale.

8. HOSPITALISATION SCHEME

The expenses incurred on hospitalisation for treatment of an illness will be reimbursed to the extent of 90% for employees and 60% for the family members of the amount incurred or the ceilings laid down whichever is lower. The ceilings fixed for various hospitalisation charges and diagnostic charges will be reviewed and revised.

9. MEDICAL AID

- | | | |
|----|--|----------------|
| 1) | For workmen with service upto 5 years till the completion of 5th year. | Rs. 380/- p.a. |
| 2) | For workmen who have completed 5 years service and above. | Rs. 530/- p.a. |

Effective from 1.1.1989

10. OTHER ALLOWANCES

The rates of other allowances shall be negotiated and revised.

11. PART-TIME EMPLOYEES

The service conditions of part-time employees as contained in the operative parts of the Awards and Bipartite Settlements shall be brought together in the Settlement and will include leave fare concession and leave encashment on pro-rata basis to permanent part-time employees drawing scale wages.

12. PROVIDENT FUND

Provident Fund contribution will be revised as under:-

- 1) 10% of 80% of pay from 1.11.1987 to 31.12.1988.
- 2) 10% of 90% of pay from 1.1.1989 to 31.12.1989.
- 3) 10% of full pay from 1.1.1990 onwards.

13. PRODUCTIVITY AND CUSTOMER SERVICE

The following is agreed in the interest of better customer service:

i) **Business Hours**

The Unions agree that any change in the business hours is management's prerogative.

- ii) The Unions will appeal to the employees to render full day's work and extend courteous and prompt customer service. Managements will ensure better industrial relations.

14. OVERTIME

No difference of arrears of overtime upto 31.3.1989 shall be paid because of revision of pay and allowances.

15. PERIOD

The Settlement will be effective from 1.11.1987, except where stated otherwise, for a period of 5 years. Six months before the Settlement expires, the Unions may submit their charter of demands to the IBA. The negotiations will commence before the last 3 months of the expiry of the Settlement.

16. OTHER ISSUES

- a) The residual issues of both the parties shall be mutually discussed and settled.
- b) In respect of the items covered in this Settlement if there are any agreements/understandings/arrangements for better in any bank the same will continue unless and until revised.

17. MODERNISATION

IBA appealed to the Unions (AIBEA/NCBE) that with a view to improve the competitiveness of banks in rendering better customer service and pending consideration of this matter in the next Settlement on Computerisation/Mechanisation, the Unions should agree to the modernisation of at least one branch per bank at a metropolitan centre during the year 1989.

IBA pointed out to the Unions that in some banks there are separate settlements/understandings on this issue. Unions' agreeing to the IBA's request should not, therefore, affect any such separate settlement/understanding in banks.

Unions agree to modernisation of one branch per bank for the year 1989 at only one of the metropolitan centres in the country. For this purpose necessary amendments to the Settlement dated 29th March, 1987 shall be made within a period of one month from date.

18. The terms and conditions of this Settlement which modify the existing relevant provisions to the extent mentioned therein shall form part of the Settlement to be signed between the parties at a later date as aforesaid.
19. The provisions of this Settlement shall take effect and the financial benefits emanating therefrom shall be given effect to within a period of 90 days from date and it is further solemnly agreed that in the meantime the parties shall enter into a settlement on all other demands and issues and also incorporate therein the modalities, details, etc., within a period of 30 days from the date hereof to the intents and purposes.

20. 'B' CLASS BANKS

The revision of wages and other service conditions of the workmen in 'B' class banks shall be completed through negotiations between the parties within a period of two months from date.

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

23. INTERPRETATION

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

24. (a) This Settlement is entered into between the parties concerned taking due note of the various proceedings in relation to this settlement filed and pending as on date in various courts in the country including those in the Hon'ble Calcutta High Court, Nagpur Bench of Hon'ble Bombay High Court, in the High Court of Judicature at Allahabad, Lucknow Bench and the Learned District Judge, Alipore, 24 Parganas, Calcutta.
- (b) This Settlement is subject to and will abide by the result of the said proceedings and the orders if any which may be passed therein.

For Indian Banks' Association

Sd/-

(S/Shri)

R. Srinivasan

C. R. Vaitheeswaran

J. N. Tandon

A. V. Rajagopalan

S. A. Farooqi

R. R. Kothare

G. Chandran

A. K. Bakhshy

63
**For All India Bank
Employees Association**

Sd/-
(S/Shri)

D. P. Crudha
P. S. Sundaresan
Tarakeshwar Chakraborti
N. Sampath
P. N. Tewari
R. D. Trivedi

Witness:

Sd/-
(S/Shri)

K, R. Nayak N. Krishnamurthy P. L. Syal
Sushil Ghosh Y. K, Arora G. K. Awasthi

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

63
**For National Confederation
of Bank Employees**

Sd/-
(S/Shri)

O. P. Gupta
M. R. Awasthi
M. Rajagopa!
Gurudas Chatterjee
P. Balagopala Menon
M. M. Pednekar

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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. Bareilly Corporation Bank Ltd.,
13. The Benares State Bank Ltd.,
14. Bharat Overseas Bank Ltd.,
15. The British Bank of the Middle East
16. Canara Bank
17. Central Bank of India
18. Citibank N. A.
19. Corporation Bank
20. Dena Bank
21. The Federal Bank Ltd.,
22. Grindlays Bank p.l.c.
23. The Hongkong & Shanghai Banking Corporation
24. Indian Bank
25. Indian Overseas Bank
26. The Jammu & Kashmir Bank Ltd.,

27. Karnataka Bank Ltd.,
28. The Karur Vysya Bank Ltd.,
29. The Lakshmi Vilas Bank Ltd.,
30. The Mitsui Bank Ltd.,
31. The Nedungadi Bank Ltd.,
32. New Bank of India
33. Oriental Bank of Commerce
34. Punjab National Bank
35. Punjab & Sind Bank
36. The Sangli Bank Ltd.,
37. Sonali Bank
38. The South Indian Bank Ltd.,
39. Standard Chartered Bank
40. State Bank of Bikaner & Jaipur
41. State Bank of Hyderabad
42. State Bank of India
43. State Bank of Indore
44. State Bank of Mysore
45. State Bank of Patiala
46. State Bank of Saurashtra
47. State Bank of Travancore
48. Syndicate bank
49. Union Bank of India
50. United Bank of India
51. UCO Bank
52. United Industrial Bank Ltd.,
53. Vijaya Bank
54. The Vysya Bank Ltd.,

**MEMORANDUM OF SETTLEMENT dated 10th April, 1989
between the Managements of 54 'A' Class Banks as
represented by the Indian Banks' Association and their
workmen as represented by the All India Bank Employees
Association 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 54 'A' Class Banks and listed in Schedule I to this Memorandum of Settlement and their workmen.

Representing the Employers (Member Banks)

- 1) Shri R. Srinivasan
- 2) Shri K. Manmohan Sheno
- 3) Shri N. D. Prabhu
- 4) Shri V. D. Kulkarni
- 5) Shri C. R. Vaitheeswaran
- 6) Shri J. N. Tandon
- 7) Shri A. V. Rajagopalan
- 8) Shri R. R. Kothare
- 9) Shri S. A. Farooqi
- 10) Shri Ramesh Mishra
- 11) Shri V. P. Menon
- 12) Shri G. Chandran
- 13) Shri C. Krishnamurthi
- 14) Smt. B. Das Gupta
- 15) Shri A. K. Bakhshy

Duly authorised on behalf of the
Indian Banks' Association

**Representing the
Workmen**

67

1. Shri D. P. Chadh
 2. Shri K. K. Mundul
 3. Shri P. S. Sundaresan
 4. Shri P. L. Syal
 5. Shri Tarakeswar Chakraborti
 6. Shri N. Sampath
 7. Shri Sushit Ghosh
 8. Shri Rajinder Sayal
 9. Shri P. N. Tewari
 10. Shri R. D. Trivedi
 11. Shri Sudesh Kumar
 12. Shri CH Easwar Rao
 13. Shri S. D. Dhopeswarkar
 14. Shri T. B. Rai
- All India Bank Employees
Association
1. Shri O. P. Gupta
 2. Shri S. N. Duber
 3. Shri M. R. Awasthi
 4. Shri P. Lakshminarasaiah
 5. Shri M. Rajagopal
 6. Shri P. Balagopala Menon
 7. Shri Gurudas Chatterjee
 8. Shri M. M. Pednekar
 9. Shri Y. K. Arora
 10. Shri S. P. Raman
 11. Shri G. K. Awasthi
 12. Shri Balbir Singh Choudhry
- National Confederation of
Bank Employees**

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SHORT RECITAL OF THE CASE

WHEREAS

- (a) The parties to this Settlement were parties to and signed Memoranda of Settlement dated the 8th September, 1983 (First Bipartite Settlement on Computerisation and Mechanisation) and the 29th March, 1987 (Second Bipartite Settlement on Computerisation and Mechanisation).
- (b) In paragraph 22 of the Second Bipartite Settlement on Computerisation and Mechanisation dated 29th March, 1987, it was agreed that further extension of Mechanisation/ Computerisation in the Industry will be reviewed by the parties after expiry of a period of three years from the 8th September, 1986 and a fresh agreement entered into within a period of six months thereafter.
- (c) During the Wage Negotiations for Fifth Bipartite, the Indian Banks' Association sought on an interim basis, certain provisions in regard to Mechanisation and Computerisation in the Banking Industry which were considered of a very urgent nature, pending review at the appropriate time in terms of the paragraph 22 of the Second Bipartite Settlement of Computerisation/ Mechanisation dated 29th March, 1987.
- (d) The unions were not in favour of carrying out a Mid-term review and wanted the IBA to take up the issue only when the second settlement of Computerisation/Mechanisation expired.
- (e) Both the parties, after discussions, finally agreed that keeping in view the urgency of the matter as well as the desirability to review the Settlement at the appropriate time only an interim provision in this regard could be made for the current year alone and a Settlement could be signed to that effect,

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

TERMS OF SETTLEMENT**Modernisation of Bank Branches:**

1. With a view to improving the competitiveness of banks in extending better customer service and pending consideration of this matter further in the Third Settlement of Computerisation/Mechanisation, each bank named in the Schedule-I can in addition to Computerisation/Mechanisation provided for in the earlier settlements fully modernise one branch other than principal office during the year 1989 at only one of the metropolitan centres or in lieu thereof at a centre where the Head office of the Bank is situated subject to the other provisions in clause 23 of the 2nd Bipartite Settlement on Computerisation and Mechanisation dated 29th March, 1987. The previous Bipartite Settlements dated 8th September, 1983 and 29th March, 1987 are amended to the above extent.
2. In banks, where there are separate settlements or understandings on complete Modernisation/Full Computerisation, the same shall not be affected by this Settlement.
3. 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 the National Confederation of Bank Employees for discussion and Settlement.
4. In respect of 'B' Class Banks a similar Settlement as herein shall be signed simultaneously with the wage Settlement for them.
5. 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

Sd/-
(S/Shri)

R. Srinivasan
A. V. Rajagopalan
S. A. Farooqi
Ramesh Mishra
G. Chandran
C. Krishnamurthi
A. K. Bakhshy

For All India Bank Employees Association

Sd/-
(S/Shri)

D. P. Chadha

P. S. Sundaresan
Tarakeshwar Chakraborti
N. Sampath
P. N. Tewari
R. D. Trivedi

Witness:

Sd/-
(S/Shri)

P. L. Syal

Sushil Ghosh

c.c. to : 1. Asst. Labour Commissioner (Central)

2. Regional Labour Commissioner (Central)

3. Chief Labour Commissioner (Central) New Delhi

4. The Secretary to the Government of India, Ministry of Labour, New Delhi.

For National Confederation of Bank Employees

Sd/-
(S/Shri)

O. P. Gupta
S.N. Duber
M. R. Awasthi
M. Rajagopal
P. V. Menon

Surinder Mohan

N. Krishnamurthy

M. M. Padneker

P. L. Syal

Y. K. Arora

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. Bareilly Corporation Bank Ltd.,
13. The Benares State Bank Ltd.,
14. Bharat Overseas Bank Ltd.,
15. The British Bank of the Middle East
16. Canara Bank
17. Central Bank of India
18. Citibank N. A.
19. Corporation Bank
20. Dena Bank
21. The Federal Bank Ltd.,
22. Grindlays Bank p.l.c,
23. The Hongkong & Shanghai Banking Corporation
24. Indian Bank
25. Indian Overseas Bank
26. The Jammu & Kashmir Bank Ltd.,
27. Karnataka Bank Ltd.,
28. The Karur Vysya Bank Ltd.,
29. The Lakshmi Vilas Bank Ltd.,

30. The Mitsui Bank Ltd.,
31. The Nedungadi Bank Ltd.,
32. New Bank of India
33. Oriental Bank of Commerce
34. Punjab National Bank
35. Punjab & Sind Bank
36. The Sangli Bank Ltd.,
37. Sonali Bank
38. The South Indian Bank Ltd.,
39. Standard Chartered Bank
40. State Bank of Bikaner & Jaipur
41. State Bank of Hyderabad
42. State Bank of India
43. State Bank of Indore
44. State Bank of Mysore
45. State Bank of Patiala
46. State Bank of Saurashtra
47. State Bank of Travancore
48. Syndicate Bank
49. Union Bank of India
50. United Bank of India
51. UCOBank
52. United Industrial Bank Ltd.
53. Vijaya Bank
54. The Vysya Bank Ltd.