

SNO 2

TERMS AND CONDITIONS OF WORKING OF
LICENSED PORTERS DIRECTLY LICENSED
BY THE RAILWAY.

(Introduced vide Board's letter
No. 69-TGII/1010/29/SG/R-4 dated 25.3.71.
Modified vide letters of even number
dated 19.2.72, 11.4.72 and 5.4.73.)

The President of India hereby grants licence to _____
to work as licensed porter in _____
Railway station on the following terms and conditions:-

1. The licensed porter shall work under the control
of the Station Master/Station Superintendent, and shall
carry out all lawful orders given by him or by the
Platform Inspector/Mukadam/Mate/Supervisor in connection
with the work of handling (i) Passengers' Luggage and
(ii) parcels and luggage in the custody of the Railway.

2. The licensed porter shall attend the station and
work according to the roster drawn up by the Station
Master/Station Superintendent as the case may be on the
basis of a shift system to be introduced in consultation
with the licensed porters, wherever practicable.

3. The Licensed Porter shall charge passengers only
notified rates or such rates as may be notified by the
Railway Administration from time to time, for carriage
of luggage per trip. The rates of portage shall be
reviewed once in two years. The head load of 37 Kgs shall
be considered as full load for one trip.

4. The Licensed Porter shall pay to the Railway
Administration by the 10th of each month a monthly Licence
Fee as may be fixed by the Railway Administration from
time to time to cover expenses incurred on supervision
and cost of uniforms supplied to the porters.

5. The Licensed Porter shall be supplied with:-

- (i) Two sets of uniforms of durable cloth consisting
of either set at (a) or (b) or (c) or (d) below:-
(a) Shirt and Turban/Towel; or
(b) Shirt and Dhoti; or
(c) Shirt and half pant; or
(d) Shirt.

(ii) Badge & Buckle against a Security Deposit
of Rs. 3/- which is refundable.

The deposit of Rs. 3/- shall be refunded to the
Licensed Porter when the Badge and Buckle is returned to
Railway Administration. In the event of the badge, buckle
or uniform being lost by him or rendered unfit for use due
to negligence, the same shall be replaced at the cost of
the Licensed Porter. The badge buckle and uniform shall be
returned to the Railway Administration if and when he
ceases to work as a porter as afore-said or if his licence
is suspended or cancelled by the Railway Administration.

Licensed Porter may also be allowed to provide uniforms themselves according to the standard laid down by the Railway Administration, and the licence fee in such an event to be recovered from them shall cover only supervision charges. The Licensed Porter is required to wear uniform, Badge and Buckle always while performing his work of porterage.

5(a) The Licensed Porter is required to sign the agreement containing the Terms and Conditions of working of Licensed Porters directly licensed by Railway Administration on a non-judicial Stamp Paper, the cost whereof shall be borne by the Railway Administration.

6. The licensed porter is eligible:-

- (i) For free out-door treatment for self only at the Railway Hospital/Dispensary, in case these exist at his station;
- (ii) For such casual leave in a Calender year as may be allowed by the Station Master/Station Superintendent;
- (iii) For free use of Railway's light trolleys/hand-barrows for carriage of passengers luggage; which shall be properly deposited with Railway Administration, after its use on each occasion;
- (iv) For use of the facilities such as Waiting Halls, Latrines, Canteens etc., provided at stations for III Class bona fide passengers, which are normally permitted to be used by the Railway employees working at the station. However, at stations where such separate facilities are provided for the use of Railway employees, the same facilities may be used by licensed porters also and they shall not then use the facilities provided exclusively for the use of bona fide passengers.
- (v) To have their children admitted in railway schools, wherever these exist subject to availability of seats in these institutions, preference being always given to children and wards of Railway employees.

7. The Licensed Porter may be required to work for the Railway Administration in handling parcels and luggage in custody of the railways for which he shall be paid at the rates of remuneration as may be mutually agreed upon between the Railway Administration and Licensed Porters. The cost of any package broken or damaged by the porter due to his carelessness in handling such packages shall be recovered from his dues after giving him an opportunity to prove that the damage was not due to any negligence on his part.

S. Notwithstanding that the licence shall be liable to be cancelled by the Divisional Commercial Superintendent/ Distt. Traffic Superintendent at any time without assigning any reason therefor, this licence may be suspended for a period of not exceeding 15 days at a time or may be cancelled by the Station Master/Station Superintendent for any misconduct, namely:-

- (a) Catching or alighting a train in motion.
- (b) Discourteous behaviour towards passengers and or causing damage to their luggage.
- (c) Charging of rates in excess of the rates of portage notified by the Railway administration from time to time from the passengers.
- (d) Rough handling of the railway luggage.
- (e) disobedience of the lawful orders of authorities mentioned in clause 1.
- (f) unauthorised absence from work.
- (g) conviction in a Court of law for any offence.
- (h) any other misconduct causing annoyance/ harrassment to the passengers.

The licence shall not however be suspended or cancelled by the Station Master/ Station Superintendent unless the licensed porter has been issued a written Memo indicating the precise misconduct/misconducts and has been given a chance to state his defence to the misconduct/ misconducts orally or in writing.

Where this licence is cancelled by the Station Master/ Station Superintendent, the porter shall have a right to make a representation within 15 days against the order of cancellation of the licensee to the Divisional Commercial Supdt./Distt. Traffic Supdt., whose decision on the representation shall be final.

Divisional Commercial Superintendent
for and on behalf of the President of

All the above provisions have been read over and clearly explained to me in my language and I hereby agree to abide by these; a copy of which has been supplied to me

Signature or thumb impression
of the licensed porter.

Countersigned:

STATION MASTER

Dated: _____

Buckle No. _____
Date. _____
Station _____