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MEMORANDUM OF SETTLEMENT

(Under Section 2 (p) read with Section 18(1) of Industrial Disputes Act, 1947, and Rule 58(4) of the Industrial Disputes (Central) Rules, 1957).

BETWEEN

BANK OF BARODA

A N D

ALL INDIA BANK OF BARODA EMPLOYEES' FEDERATION

(Sole Collective Bargaining Agent on behalf of workmen in Bank of Baroda)

Bank of Baroda

having its Head Office at Mandvi, Baroda. Being a corporation constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970.

Represented by

1. Shri Gurudas Chakrabarty
General Manager, (HRM & GA)
2. Shri G.G. Joshi
Deputy General Manager (HRM)
3. Shri Pramod Kumar Gupta
Chief Manager (HRM)
4. Shri Kailash Shankar
Chief Manager (HRM)
5. Shri Mukesh Garg
Chief Manager (HRM)

A N D

All India Bank of Baroda Employees' Federation

Represented by :

Shri R.C. Trivedi,
President

Shri S.S. Prasad,
Sr. Vice President

Shri Milind Nadkarni,
General Secretary

Shri S. Srinivasakumar
Dy. Gen. Secretary

Shri R.G. Raut,
Dy. General Secretary

Shri Vinil Saxena,
Dy. General secretary

Shri V.P. Mahajan,
Treasurer

Shri N.B. Dandiwalla,
Jt. Treasurer.

Shri Ashok Varma,
Jt. Secretary

Shri D.P. Damey,
Jt. Secretary

Shri K.K. Kotian,
Jt. Secretary

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1.0 SHORT RECITAL :

1.1 **WHEREAS** "The Settlement for assignment of duties Special Assistant-1991" was signed on 16th February 1991 by the Bank of Baroda (hereinafter referred to as "the Bank") and the All India Bank of Baroda Employees Federation (hereinafter referred to as "the Federation").

1.2 **AND WHEREAS** the aforesaid Settlement dated 16th February 1991 was reviewed and amended by "The Settlement for assignment of duties of Special Assistant-1991(Amendment)-1996" dated 10th January 1996.

1.3 **AND WHEREAS** need was felt to further review the aforesaid Settlements in the context of changing competitive banking environment in order to optimally utilize the existing Special Assistants and also to regulate future vacancies of Special Assistants.

1.4 **AND THEREFORE** negotiations were held on 3.12.2002, 19.12.2002, 20.12.2002, 13.01.2003, 14.01.2003 and 03.04.2003 between 'the Bank' and 'the Federation' as required under the Settlement dated 1st September 1973 and the following Settlement has been arrived at :

2.0 TERMS OF SETTLEMENT :

- 2.1 This Settlement shall be called "Amendment Settlement on Special Assistant - 2003".
- 2.2 This shall come into force from the date of this Settlement.
- 2.3 Clauses 2.4, 3.1, 3.5 and 8.1 to 8.10 of the aforesaid Settlement dated 16th February 1991 are deleted.
- 2.4 "The Settlement for assignment of duties of Special Assistant-1991(Amendment)-1996" dated 10th January 1996 is repealed.
- 2.5 The number of posts of Special Assistants in the Bank is frozen at - 1700- (one thousand seven hundred).

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- 2.6 There shall be no linkage of identification of Special Assistants with that of internal promotion from clerical to officers' cadre. Also, there shall be no linkage in respect of vacancies of Special Assistants arising on account of death, retirement, resignation, reversion/transfer of a Special Assistant on his/her request foregoing Special Assistant's pay and termination of services of a Special Assistant by way of dismissal, abandonment of service, voluntary retirement, withdrawal of Special Assistant pay by way of disciplinary action and for any reason whatsoever.

Provided that the number of Special Assistants falling short of 1700 (One thousand seven hundred), the same shall be filled in terms of procedure prescribed hereinafter in Clause 4.1 to 4.4..

- 2.7 The word "place/center" wherever appearing in this Settlement or the aforesaid Settlements shall mean place/places constituting a unit for the purpose of reckoning HRA/CCA, that is all places constituting urban agglomeration will be taken as one unit/place/center and when a Government by way of notification declares several municipalities, corporations, etc. to be part of urban agglomeration, such municipalities, corporations, etc. shall be taken together as one place/center.

3.0 Re-Deployment of Special Assistants :

- 3.1 The existing Special Assistants who have earlier not been re-deployed in rural/semi-urban place/center shall be deployed to any nearest identified rural/semi-urban place(s)/center(s) as per Bank's need within the Region, where they are presently posted.

- 3.2 The Special Assistants who are identified to be re-deployed under Clause 3.1 above may opt to forego the Special Assistant's pay and in such an event the provisions/ administrative guidelines relating to debarment period of 2 years would not be invoked.

- 3.3 Following categories of Special Assistants would be exempted from the purview of re-deployment under this Settlement.

- (1) Widows;
- (2) Women employees who are -45- years of age or more;
- (3) Male employees who are -53- years of age or more;
- (4) Physically handicapped employees as per Government guidelines.

However, this exemption will not be applicable for re-deployment within the same place/center.

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3.4 The Special Assistants who are redeployed at Bank's instance from one place/center to another place/center (other than those assigned and posted as Special Assistants in terms of this Settlement) and who are required to reside at the place of posting due to redeployment, shall be entitled to rent reimbursement subject to production of rent receipts, upto a maximum of 150% of HRA drawn by him immediately prior to his redeployment, subject to recovery of 2.5% of the first stage of the Scale of Pay as provided under the Bipartite Settlement. This facility shall cease on retransfer or change of posting on account of request transfer.

4.0 Identification of future vacancies of Special Assistants :

4.1 Bank shall carry out an exercise in the month of April every year to assess the number of vacancies of Special Assistants. The number of vacancies of Special Assistants shall be arrived at by deducting the number of Special Assistants available as on 31st March of that year from the fixed number, that is -1700- (one thousand seven hundred), that is, the vacancies falling short of the fixed number of 1700 shall be filled up.

4.2 Save as mentioned in Clause 5.5 hereinafter, all the future vacancies, as far as possible, will be shifted to rural / semi-urban areas in the same Region or in other Regions of the same Zone or in the Regions of geographically contiguous adjoining Zones, as determined by the Bank.

4.3 Only vacancies of Special Assistants falling short of the fixed number, i.e. -1700- (one thousand seven hundred) shall be assigned/filled in within a period of -60- days, i.e. 31st May of the same year. Save any dispute, if the vacancy of Special Assistant is not filled in within -60- days, Special pay shall be payable from 61st day or the date of assignment of duties, whichever is earlier.

4.4 The eligibility criteria provided under the aforesaid Settlement dated 16th February 1991 shall remain unchanged. However, only those eligible clerical staff posted in the Region where the vacancies of Special Assistants are to be filled in shall only be eligible to apply.

5.0 Retransfer of Special Assistants :

5.1 The Special Assistants, as on the date of this Settlement, who are posted outside their previous place/center of posting as clerks and have completed -3- years of service at that outside place/center as Special Assistants or will complete -3- years of service as Special Assistant hereafter, shall be eligible for retransfer at Bank's instance, within the Region, to a place/center where the vacancy of Special Assistant has been identified, in the manner given hereinbelow.

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- 5.2 Applications shall be invited by 'the Bank' from eligible Special Assistants as mentioned in Clause 5.1 above, for retransfer to identified place/center.
- 5.3 The Special Assistants covered under Clause 5.1 above desiring retransfer shall have to indicate in the application not more than -3- places/centers of their choice in the order of preferences, within the prescribed period.
- 5.4 A list of such applicants shall be prepared on the basis of longest stay of outside posting and place-wise/ center-wise preferences and retransfer of the senior-most applicant will be considered against vacancies of Special Assistants at identified place/center.
- 5.5 Of the vacancies occurring in a Region, 50% (fifty per cent) of such vacancies occurring in Metro/ Urban center, may be identified at metro/urban center, only for considering retransfer of special assistants, provided if there are nil/ no sufficient application/s received from eligible applicants, the remaining such vacancy(ies) shall also be identified at rural/ semi-urban center.
- 5.6 For this purpose, Special Assistants, who have been re-deployed from metropolitan/urban place/center to rural/semi-urban place/center and have completed minimum period of -3- years in rural/semi-urban place/center would be considered.

6.0 GENERAL:

- 6.1 The provisions of aforesaid Settlement dated 16th February 1991 and Settlement dated 10th January 1996 shall stand amended/modified to the extent mentioned hereinabove.
- 6.2 This Settlement shall not prejudice other existing guidelines/provisions relating to job rotation/placement/transfer of Award Staff employees.
- 6.3 This Settlement supersedes all previous understandings/ agreements/ settlements/ practices (local, regional, zonal or otherwise) in respect of matters covered under this Settlement.

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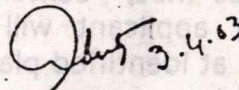
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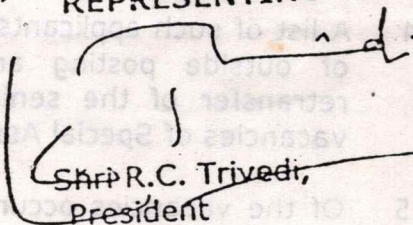
- 6.4 If any doubt or difficulty arises regarding interpretation of any provision of this Settlement, such doubt or difficulty, shall be discussed between 'the Bank' and 'the Federation' with a view to resolve it.

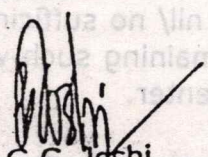
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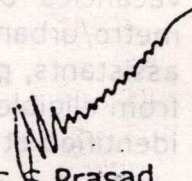
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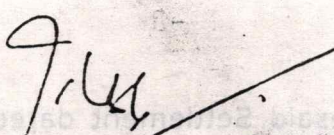
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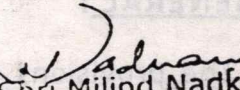

Shri Gurudas Chakrabarty
General Manager,
(HRM & GA)

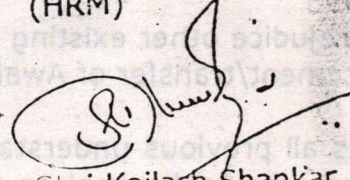

Shri R.C. Trivedi,
President



Shri G.G. Joshi
Deputy General Manager
(HRM)

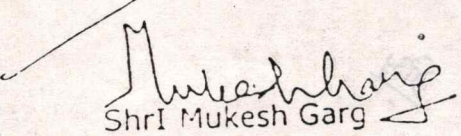

Shri S.S. Prasad,
Sr. Vice President

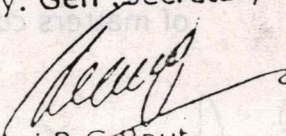

Shri Pramod Kumar Gupta
Chief Manager
(HRM)


Shri Milind Nadkarni,
General Secretary

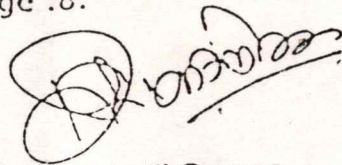

Shri Kailash Shankar
Chief Manager (HRM)


Shri S. Srinivasakumar
Dy. Gen. Secretary

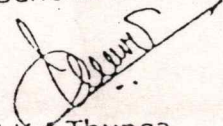

Shri Mukesh Garg
Chief Manager
(HRM)


Shri R.G. Raut,
Dy. General Secretary

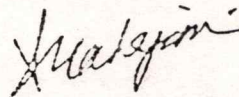
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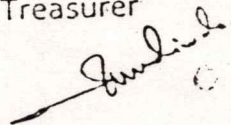
Shri Vinil Saxena,
Dy. General Secretary



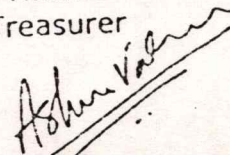
Shri K.J. Thunga
Vice-President



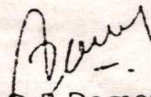
Shri V.P. Mahajan,
Treasurer



Shri N.B. Dandiwal,
Jt. Treasurer



Shri Ashok Varma,
Jt. Secretary



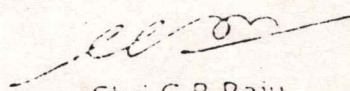
Shri D.P. Damey,
Jt. Secretary



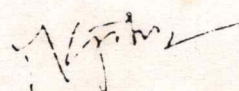
Shri K.K. Kotian,
Secretary



Shri P.K. Jain,
Jt. Secretary



Shri C.B. Raju
Jt. Secretary



Shri M.M.K. Joshi
Jt. Secretary

Contd...

Shri R.C. Pancholi
Jt. Secretary

Shri G.M.D'Souza
Jt. Secretary

Shri G.S.Suresh Pai
Jt. Secretary

Shri P. John Peter
Jt. Secretary

Shri Subir Chatterjee
Jt. Secretary

Shri P.L.Biswal,
Jt. Secretary

Shri M.J.Shah
General Secretary, Anand unit

Shri H.M.Patel,
General Secretary, Baroda Unit

Shri K.C.Pati
Senior Manager (HRM)

Shri Raj Kumar Jotsinghani
Senior Manager (HRM)

WITNESSES

Shri Satish Nakhate
Jt. Secretary

Shri N.P.Nayak
President, Ahmedabad Unit

Shri Sudip Sen
Jt. Secretary, Nagaland unit

Date: 3rd April 2003

Place: Mumbai.

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