

बैंक ऑफ बड़ौदा
(प्रधान कार्यालय: मण्डवी, बड़ौदा)

14
Bank of Baroda
(Head Office: Mandvi, Baroda)

केन्द्रीय कार्यालय:

पोस्ट बैग नं. 10046,

3, वाल्चंद हिरचंद मार्ग, बैलार्ड पियर, बम्बई-400 038.

दूरभाषी: 231 0341 टेलीक्स: 11875119

ग्राहक: CENTODORAB



CENTRAL OFFICE:

Post Bag No. 10046,

3, Walchand Hirachand Marg,

Ballard Pier, Bombay-400 038,

Phone: 2610341 Telex: 118 75119

Gram: CENTODORAB

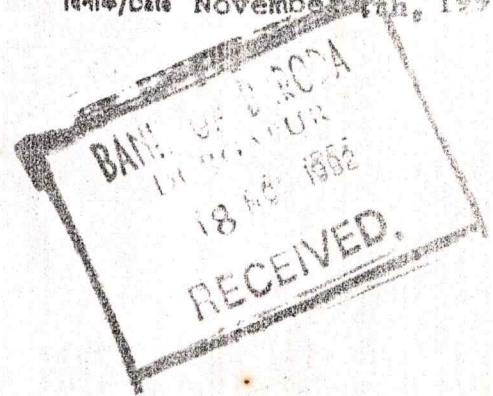
क्र./No. CO:BR: 84/135

दिनांक/Date November 14th, 1992

Bifurcate file

CIRCULAR TO ALL BRANCHES IN INDIA

Re : Settlement on Computerisation
and Mechanisation in the Bank.



The Bank has entered into a Settlement with the All India Bank of Baroda Employees' Federation (Recognised), on 31st October, 1992 in the matter of Computerisation and Mechanisation.

In arriving at this Settlement, negotiations were conducted with the recognised union namely, All India Bank of Baroda Employees' Federation and consultations were held with All India Bank of Baroda Employees' Co-ordination Committee as required under the Settlement dated 1st September, 1973.

We send herewith a copy of the Settlement dated 31st October, 1992 and request you to pay temporary adjustment allowance (TAA) with effect from 21st September, 1992 to all members of award staff who are workmen and in Bank's permanent service as on 21st September, 1992, in terms of Clause 10 of the said Settlement.

Yours faithfully,

[Signature]
GENERAL MANAGER/
(PERSONNEL & I.R.)

[Signature]
Encl. : As above.

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
(Central Office, Bombay) Sole Collective Bargaining
Agent on behalf of workmen in Bank of Baroda.

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BANK OF BARODA

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ALL INDIA BANK OF BARODA EMPLOYEES' FEDERATION
(Central Office, Bombay) Sole Collective Bargaining
Agent on behalf of workmen in Bank of Baroda.

NAMES OF THE PARTIES

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 A.S. Krishnan,
General Manager
(Operations & Co-ordination)
 2. Shri Ratan K. Kapoor
General Manager
(PS, PLG. & PUB.)
 3. Shri K.C. Chowdhary,
General Manager (Credit)
 4. Shri J.N. Tandon,
General Manager
(Personnel & IR)
 5. Shri I.P. Mendonca,
Asstt. General Manager
(Personnel)

A N D.

...2...

All India Bank of Baroda Employees' Federation

Represented by : 1. Shri R.C. Trivedi,
President

2. Shri Milind Nadkarni,
General Secretary

3. Shri K.I. Talreja,
Deputy General Secretary

4. Shri V.V. Patel,
Sr. Vice President

5. Shri S. Srinivasakumar,
Deputy General Secretary

6. Shri M.N. Joshi,
Deputy General Secretary

7. Shri A.K. Sharma,
General Secretary,
Bank of Baroda Employees' Association, Delhi (affiliated Union)

8. Shri V.R. Degvekar,
General Secretary
Maharashtra Region Bank of Baroda Employees' Union, Pune (affiliated Union).

1. SHORT RECITAL :

- 1.1 WHEREAS the Workmen Unions including the National Confederation of Bank Employees' of which the All India Bank of Baroda Employees' Federation (recognised) - hereinafter referred to as 'The Federation' - is an affiliate, signed three Settlements on computerisation and mechanisation with the Indian Banks' Association (IBA) on 8th September, 1983, 29th March, 1987 and 10th April, 1989.
- 1.2 AND WHEREAS clause 22 of the said Bipartite Settlement dated 29.3.1987 on Computerisation and Mechanisation, inter-alia provides that it would be open for individual banks to enter into any fresh understanding/agreement/settlement with the recognised workmen union at variance with what is agreed to under the Settlement for further enlargement of the scope of computerisation and mechanisation.
- 1.3 AND WHEREAS the IBA has also advised the member banks to explore the possibilities of arriving at a Settlement with the recognised workmen union for further enlargement of the scope of computerisation and mechanisation.
- 1.4 AND WHEREAS keeping in view the special needs of Bank of Baroda - hereinafter referred to as 'The Bank', it was felt necessary by both, 'The Bank' and 'The Federation' to enter into a Settlement for further enlargement of the scope of computerisation and mechanisation in 'The Bank' with a view to retaining a competitive edge in the Banking Industry and for ensuring further improvement in productivity, efficiency and customer service.
- 1.5 AND WHEREAS in the context of expectations of customers in the area of banking services in the country, the national objective of upgradation/modernisation of technology and the increased competitiveness amongst Banks and Financial Institutions it has become essential to explore ways and means for increasing the use of modern technology in 'The Bank'.
- 1.6 AND WHEREAS in pursuance of the above, negotiations were held between 'The Bank' and 'The Federation' as required under the Settlement dated 1st September, 1973, on various dates including 18th September, 1992 and a Memorandum of Understanding hereinafter referred to as 'The Memorandum of Understanding' was signed between 'The Bank' and 'The Federation' on 21st September, 1992.

1.7 AND WHEREAS Clause 11 of 'The Memorandum of Understanding' provides that 'The Bank' and 'The Federation' agree that 'The Memorandum of Understanding' be submitted to the Government of India for its approval and that they agree to bind themselves to enter into a Settlement in terms of 'The Memorandum of Understanding' upon receipt of approval of the Government of India.

1.8 AND WHEREAS 'The Bank' in compliance with the provisions of Clause 11 of 'The Memorandum of Understanding' submitted 'The Memorandum of Understanding' to the Government of India for its approval and whereas the Government of India has conveyed its approval on 'The Memorandum of Understanding' vide its letter No.F.14/1/91-IR dated 22nd October, 1992, of Banking Division, Ministry of Finance, New Delhi.

1.9 NOW THEREFORE 'The Bank' and 'The Federation' hereby enter into a Settlement in fulfilment of Clause 11 of 'The Memorandum of Understanding', as appearing hereinbelow :

2. TERMS OF SETTLEMENT :

2.1 'The Bank' may fully or partially computerise the functions of its branches in any metropolitan/urban/semi-urban/rural centre having an average daily volume of 750 vouchers or more and in any administrative office with scope as envisaged in the Rangarajan Committee Report, 1989.

2.2 'The Bank' may additionally, fully or partially computerise specialised branches like Industrial Finance Branch, Service Branch, Overseas Branch, Model Branch, Capital Market Branch, NRI Branch, Corporate Banking Branch and branches located in Project Areas taking into consideration the business needs of such branches irrespective of the number of vouchers.

2.3 'The Bank' may strengthen the existing computerised/mechanised branches by providing additional computers and establish network wherever necessary.

2.4 'The Bank' in its discretion may also fully/partially computerise/mechanise the branches which do not satisfy the criteria stipulated at 2.1 and 2.2 above, provided the number of such branches does not exceed -10- in a financial year. In case 'The Bank' feels it necessary to computerise/mechanise more than -10- branches in a financial year, it may do so after discussing with 'The Federation'.

- 2.5 'The Bank' may optimally utilise the communication facilities made available by BANKNET, SWIFT, etc., including PSDN (Telephone lines), Satellite Communication channel, etc., for better communication between its branches/offices for accounting, data, funds management, message transfer, etc., including net work of the branches/offices.
- 2.6 'The Bank' may instal Automatic Teller Machines (ATMs) at identified places beginning with metropolitan centres. Installation of ATMs at other places as and when identified shall be done after discussing with 'The Federation'.
- 2.7 'The Bank' may instal Automatic Note Counting Machines and Automatic Coin Counting Machines at Currency Chests and Main Offices on experimental basis.
- 2.8 'The Bank' may provide terminals to its valued corporate customers at their locations and enquiry terminals in the Banking Hall for the use of customers and such terminals shall not reckon for the purpose of assignment of duties of Machine Operators and for payment of special allowance thereon.

2.9 SELECTION OF COMPUTERS AND THEIR FUNCTIONS :

'The Bank' may instal suitable computers and office automation equipments at its branches and administrative offices as per its requirements. 'The Bank' may also seek the services of experts/consultants for this purpose, whenever necessary. Further, 'The Bank' may also hire time from other agencies for data entry and processing solely for the purpose of avoiding/clearing arrears of work and not as a matter of routine..

2.10 WORKLOAD :

'The Bank' will provide required number of terminals/machines and appoint operators for operating them. There shall be no restrictions on the number of accounts or modules on any terminal/machine except as mentioned at 'A' hereunder. Workload on each terminal/machine shall be based on the application requirement and not on the capability of the terminal/machine.

A) AT BRANCHES :

- i) There shall be no restrictions on the number of accounts that can be loaded on any ALPM for Current Accounts including Overdraft Accounts, Cash Credit and Loan Accounts, other Deposit Accounts excluding Savings Bank Accounts. However, number of accounts on such ALPM would be so loaded that the workload of each Operator shall be minimum of -500- vouchers per day but not exceeding -15000- vouchers per month.
- ii) ALPMs in Savings Bank Department shall be loaded with not less than -5000- accounts whereby the average workload of each Operator shall be -300- to -400- vouchers per day.
- iii) As total branch computerisation/mechanisation contemplated is based on 'single window concept', i.e., where the customer can transact all types of business transactions at any single counter including Payments and Receipts, the workload for each Operator shall be reckoned as the aggregate of all such transactions handled by the Operator. This, however, shall not include transactions for modifications/deletions of already entered data necessitated by mistake committed by the Operator.

B) AT EDP CENTRES AT ZONAL/OTHER OFFICES :

The workload for each Data Entry Operator shall not be less than -10000- key depressions per hour.

C) AT ADMINISTRATIVE OFFICES :

The Machine Operators at various administrative offices shall have to perform all those duties related to the department concerned which could be performed on a Personal Computer independently. If the Personal Computer is exclusively used as 'Word Processor' no allowance shall be payable.

2.11 DUTIES/RESPONSIBILITIES OF MACHINE OPERATOR :

The following shall be the duties and responsibilities of a Machine Operator :

to key in particulars given in the vouchers/documents correctly and to initial the vouchers/documents in token thereof :

- b) to compare particulars of the keyed in data with the visual display unit of the machine and/or from the print out and ensure that the data has been correctly entered into the machine and effect such corrections as may be necessary according to the operational procedures of the system.
- c) to perform all the day end/month end/quarter end/half year end activities as provided by the system including calculation of interest, balancing of books, generation of various reports/statements and also taking back up of data as specified by the system.
- d) to maintain register/s like Back up floppy, Logbook for breakdown calls, correction of transactions, daily vouchers/transactions, passwords, etc., as notified by 'The Bank' from time to time for documenting the physical security, access control and other aspects of their operations on a day to day basis so as to ensure safety and security of computerised operations.

NOTE :

- I. The duties and responsibilities enumerated in this Settlement do not include the routine duties and responsibilities of the clerical cadre which a workman normally has to perform but merely enumerate the special duties.
- II. Functions like general ledger posting including cash book, pay roll, etc., which require operations only during part of the day/month should be bunched together and performed by an Operator subject to the workload as stipulated in paragraph 2.10 above.
- III. Machine Operators, subject to availability of time, shall perform any other clerical duties that may be entrusted to them by 'The Bank'.

3. TERMINOLOGIES USED AND THEIR MEANING IN THE CONTEXT OF THIS SETTLEMENT :

- A) 'Fully Computerise' shall mean that work in all departments are computerised with full integration/networking of all the departments.
- B) 'Partially Computerise' shall mean that work in all or some of the departments are computerised with or without integration/networking within department/s, i.e., there may be integration of computers within a department or between departments but not all departments are integrated together. This shall also include branches provided with Stand alone Machines.

- C) 'Networking' shall mean interconnecting computers/terminals within a branch/office so as to provide access and share files of common data base stored on a file server/mini computer.
- D) 'Network of branches' shall mean interconnection of branches within a city or between cities in or outside India using computers/electronic devices through communication channels.
- E) 'Enquiry terminal' or 'Terminal' shall mean a device for sending and/or receiving data on a communication channel.
- F) 'Office automation equipment' shall mean equipment used in branch/office like clearing machine, MICR equipment, microfiche reader/writer, optical disk, optical character reader, message switching equipment, PC based telex, etc.
- G) 'A key depression' shall mean use of any key on the key board, once.

4. SELECTION OF OPERATOR :

Selection of Operator under this Settlement shall be in terms of the provisions of Settlement dated 6th September, 1989, signed between the above said parties, as may be amended from time to time.

5. TRAINING :

Both 'The Bank' and 'The Federation' agree that computerisation/mechanisation and training should go hand in hand so that the changeover is smooth and results in better productivity and efficiency. As such, the selected operators will be put through necessary training process.

6. DEPLOYMENT OF STAFF :

There shall be no retrenchment of staff as a result of the introduction of machines/computers. If there is any displacement of staff as a result of introduction of such machines/computers, it shall be kept to the minimum. The staff so displaced will be absorbed in the same city or town.

7. The progress of computerisation under this Settlement will be reviewed on an annual basis. A Standing Committee consisting of representatives of 'The Bank' and 'The Federation', would be constituted for this purpose. The constitution of the Committee may be enlarged if and when necessary.

- b) to compare particulars of the keyed in data with the visual display unit of the machine and/or from the print out and ensure that the data has been correctly entered into the machine and effect such corrections as may be necessary according to the operational procedures of the system.
- c) to perform all the day end/month end/quarter end/half year end activities as provided by the system including calculation of interest, balancing of books, generation of various reports/statements and also taking back up of data as specified by the system.
- d) to maintain register/s like Back up floppy, Logbook for breakdown calls, correction of transactions, daily vouchers/transactions, passwords, etc., as notified by 'The Bank' from time to time for documenting the physical security, access control and other aspects of their operations on a day to day basis so as to ensure safety and security of computerised operations.

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8. 'The Federation' reiterates its fullest commitment to achieve excellence in productivity, customer service and to improve operational efficiency in 'The Bank'. It also reiterates that all sections of workmen shall contribute their full potential to achieve the aforesaid objectives. Further, it once again commits that each and every workman shall put in full day's work and try to upgrade his performance of work, both qualitatively and quantitatively, to provide prompt and efficient customer service to Bank's clients and members of the public.
9. During negotiations, 'The Federation' expressed that having regard to the co-operation and support given by 'The Federation' in furthering and facilitating computerisation/mechanisation of branches, notwithstanding existing Settlements, 'The Bank' should show some gesture of goodwill in the mode of releasing amount equivalent to one increment.

10. In consideration of the aforesaid, 'The Bank' agrees to satisfy the following demand of 'The Federation':

10.1 All members of award staff who are workmen and in Bank's permanent service as on 21.9.92 (i.e. the date of signing of 'The Memorandum of Understanding') will get an amount equal to one additional increment in the scale of pay in two phases as under :-

* PHASE I :

A Temporary Adjustment Allowance (TAA) equivalent to 50% of the next increment due will be paid for a period of two years from 21.9.92. The Temporary Adjustment Allowance will be in terms of Clause 10.2.

* PHASE II :

Temporary Adjustment Allowance (TAA) under Phase I will be increased by balance 50% of the said increment after two years from 21.9.92 (the date referred to under Phase I) and the amount will be given as Permanent Personal Allowance (PPA) as per Clause 10.3.

* 10.2 Temporary Adjustment Allowance (TAA) would be equivalent to 50% of the next increment due and will not rank for any DA, HRA, CCA, etc., as the case may be and will be a fixed amount. It will also not rank for PF, Gratuity, Bonus, etc.

* 10.3 Permanent Personal Allowance (PPA)* shall be equivalent to 100% of next increment due with all the attendant benefits such as DA, HRA, CCA, etc., as the case may be. It will also rank for PF, Bonus and Gratuity.

10.4 For the purpose of this Settlement, 'next increment due' shall mean :-

a) the increment immediately due to the employees subject to a maximum of Rs.120/- (i.e. the last increment in the scale of pay in clerical cadre at present)

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b) the next stagnation increment immediately due to the employees who have reached the maximum scale of pay and/or drawing any one of the stagnation increments

O R

c) the last stagnation increment for those employees who have already reached the maximum of scale of pay and have drawn all the stagnation increments

as on 21.9.92 and shall stand amended/modified by any other subsequent Bipartite Settlement.

N O T E :

I. Such of those employees who had reached the maximum of pay scale or any of the stagnation increment as on 21.9.92 will be paid Temporary Adjustment Allowance which shall be 50% of the next stagnation increment due without any attendant allowances for a period of two years from 21.9.92 and after two years from 21.9.92, Temporary Adjustment Allowance as above will be increased by balance 50% of the said increment with all the allowances as Permanent Personal Allowance.

II. Such of those employees who had reached the maximum of scale of pay and drawn all the stagnation increments as on 21.9.92 will be paid Temporary Adjustment Allowance which shall be 50% of the last stagnation increment drawn without any attendant allowances for a period of two years from 21.9.92 and after two years from 21.9.92, Temporary Adjustment Allowance will be increased by balance of 50% of the said increment with all the allowances as Permanent Personal Allowance.

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III. 'Employees' means all members of award staff who are workmen and in Bank's permanent service as on 21.9.92.

10.5 DA payable on Permanent Personal Allowance will attract same DA pattern as per Fifth Bipartite Settlement and shall stand amended/modified by any other subsequent Bipartite Settlement.

11. GENERAL :

11.1 This Settlement shall come into force with effect from 31st October, 1992 and shall be binding on the parties for a period of five years and shall continue to be binding even thereafter unless a fresh Settlement is entered into in supersession thereof.

11.2 If any doubt or difficulty arises regarding interpretation of any provisions of this Settlement, such doubt or difficulty shall be discussed between 'The Bank' and 'The Federation' with a view to resolving it.

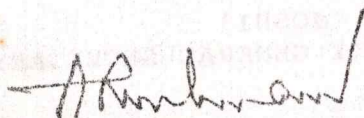
11.3 This Settlement supersedes all previous understandings/agreements/settlements/practices, local, regional, zonal or otherwise, in respect of matters covered under this Settlement.

11.4 In arriving at this Settlement, procedure as mentioned in terms of Settlement dated 1st September, 1973, was followed.

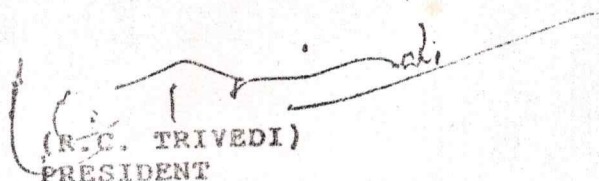
SIGNATURE OF THE PARTIES

REPRESENTING 'THE BANK'

REPRESENTING 'THE FEDERATION'



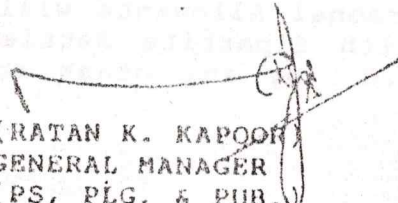
(A.S. KRISHNAN)
GENERAL MANAGER
(OPS. & CO-ORDINATION)

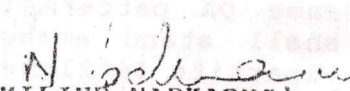


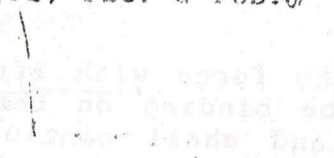
(R.C. TRIVEDI)
PRESIDENT

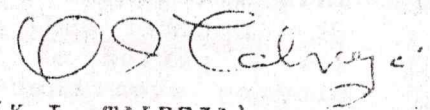
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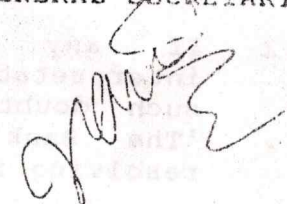

(RATAN K. KAPOOR)
GENERAL MANAGER
(PS, PLG. & PUB.)



(MILIND NADKARNI)
GENERAL SECRETARY

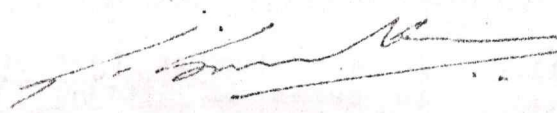

(K.C. CHOWDHARY)
GENERAL MANAGER
(CREDIT)

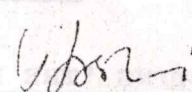

(K.I. TALREJA)
DEPUTY GENERAL SECRETARY


(J.N. TANDON)
GENERAL MANAGER
(PERSONNEL & IR)

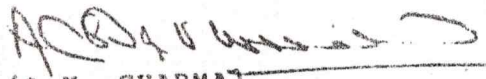

(V.V. PATEL)
SR. VICE PRESIDENT



(P.P. MENDONCA)
ASSTT. GENERAL MANAGER
(PERSONNEL)


(S. SRINIVASAKUMAR)
DEPUTY GENERAL SECRETARY



(M.N. JOSHI)
DEPUTY GENERAL SECRETARY

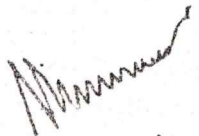
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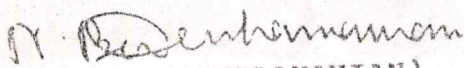

(A.K. SHARMA)
GENERAL SECRETARY,
BANK OF BARODA EMPLOYEES'
ASSOCIATION, DELHI
(AFFILIATED UNION)

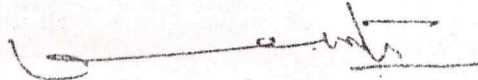

(V.R. DEGVEKAR)
GENERAL SECRETARY,
MAHARASHTRA REGION BANK
OF BARODA EMPLOYEES' UNION,
PUNE (AFFILIATED UNION)

WITNESSES

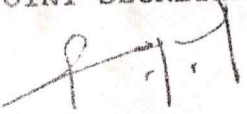

(SHYAM VYAS)
SENIOR MANAGER (PERSONNEL)


(S.S. PRASAD)
SR. VICE PRESIDENT


(N. BALASUBRAMANIAN)
MANAGER (PERSONNEL)


(V.C. GUPTA)
JOINT SECRETARY


(A.K. JAIN)
JOINT SECRETARY


(P.B. PANGAL)
TREASURER

Date: 31st October, 1992

Place: Bombay.

- c.c.to:
1. The Asstt. Labour Commissioner (Central), Bombay.
 2. The Regional Labour Commissioner (Central), Bombay.
 3. The Chief Labour Commissioner (Central), New Delhi.
 4. The Secretary to Govt. of India, Ministry of Labour, New Delhi.