

BCC:BR:116:96

12th February 2024

CIRCULAR TO ALL BRANCHES/OFFICES IN INDIA

Issued by
HRM Dept, BCC, Mumbai

Madam/ Dear Sir,


Re: **Settlement on Elevation of Permanent 'Part-time Sweepers' & Permanent 'Part-Time Sweeper-cum-Peons' on 1/2 and 1/3rd scale wages into 'Full-Time Sweeper-cum-Peons' dated 12.02.2024.**

We are pleased to inform that the Settlement on Elevation of Permanent 'Part-time Sweepers & Permanent 'Part-Time Sweeper-cum-Peons' on 1/2 and 1/3rd scale wages into 'Full Time Sweeper-cum-Peons' has been signed between the Bank and All India Bank of Baroda Employees' Coordination Committee (recognized workmen union) on 12th February 2024.

In arriving at the above mentioned Settlement, negotiations were held with the recognized Union viz. All India Bank of Baroda Employees' Coordination Committee, and consultations were held with All India Bank of Baroda Employees' Federation, as required under Settlement dated 11th November 2021.

We enclose a copy of the aforesaid Settlement for information of all concerned.

Yours faithfully,


(BRAJESH KUMAR SINGH)
CHIEF GENERAL MANAGER (HRM)

Encl: a.a.





MEMORANDUM OF SETTLEMENT

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

between

BANK OF BARODA

and

ALL INDIA BANK OF BARODA EMPLOYEES' COORDINATION COMMITTEE

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

on

**SETTLEMENT ON ELEVATION OF PERMANENT 'PART-TIME SWEEPERS'/
PERMANENT 'PART-TIME SWEEPER-CUM-PEONS' ON 1/2 and 1/3rd SCALE WAGES INTO
FULL-TIME SWEEPER-CUM-PEONS
DATED 12.02.2024.**

Bank of Baroda
Baroda Corporate Centre
C-26, G- Block,
Bandra-Kurla Complex,
Bandra (East)
Mumbai 400 051

NAME OF THE PARTIES.

Bank of Baroda - having its Registered Office at Mandvi, Baroda being a Corporation constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970.

Represented by Mr. Brajesh Kumar Singh
Chief General Manager (HRM)

Mr. Prateek Agnihotri
General Manager (HRM)

Mr. Shashi Bhushan Kumar
Dy. General Manager (HRM)

Mr. Swapnil Srivastava
Asst. General Manager (HRM)

Ms. Leena John
Chief Manager (HRM)

&

All India Bank of Baroda Employees' Coordination Committee.

Represented by Mr. C S Dahiya
Chairman

Mr. Rajneesh Gupta
President

Mr. Janak Rawal
General Secretary

Mr. S D Srinivasan
Dy. General Secretary

Mr. S P Sharma
Dy. General Secretary

1.0 SHORT RECITAL.

- 1.1 **WHEREAS**, the Bank vide Settlement dated 31.12.2013 elevated all the existing Permanent 'Part-Time Sweepers' (PTS) into 'Full-Time Sweeper-cum-Peons' & Permanent 'Part-Time Peons' into 'Full-time Peons' in Bank of Baroda.
- 1.2 **WHEREAS**, the position of permanent 'Part-Time Sweepers' and permanent 'Part-Time Sweeper-cum-Peons' on scale wages of 1/3rd, 1/2 & 3/4th still existed in erstwhile Vijaya Bank and erstwhile Dena Bank at the time of amalgamation with Bank of Baroda on 1.4.2019.
- 1.3 **THEREFORE**, the Bank vide Settlement dated 08.02.2023 elevated all the existing Permanent 'Part-Time Sweepers' & Permanent 'Part-Time Sweeper-cum-Peons' working in 3/4th scale wages into 'Full-Time Sweeper-cum-Peons'.
- 1.4 The issue was discussed threadbare, between the All India Bank of Baroda Employees' Coordination Committee (hereinafter referred to as 'the Coordination Committee') and the Management of Bank of Baroda (hereinafter referred to as 'the Bank') and it has now been decided to elevate the remaining Permanent 'Part-Time Sweepers' & Permanent 'Part-Time Sweeper-cum-Peons' working on 1/2 and 1/3rd scale wages into 'Full-Time Sweeper-cum-Peons'.

Now, it is hereby agreed and decided by and between the parties hereto as under:

2.0 TERMS OF SETTLEMENT:

- 2.1 This Settlement shall be called 'Settlement on Elevation of Permanent 'Part-time Sweepers' & Permanent 'Part-Time Sweeper-cum-Peons' on 1/2 and 1/3rd scale wages into 'Full Time Sweeper-cum-Peons' and shall be applicable to all branches/ offices of the Bank in India and shall come into force with effect from the date of this settlement, subject to the terms and conditions mentioned hereunder.

3.0 ELIGIBILITY:

- 3.1 All Permanent 'Part-time Sweepers' and Permanent 'Part-Time Sweeper-cum-Peons' working on scale wages (1/2 and 1/3rd) posted at any Branch/ Office of the Bank in India shall be eligible for elevation as 'Full-Time Sweeper-cum-Peon' on full scale/ wages. The above elevation will be effected in a phased manner as under :-
- 3.2 **Phase-I** : Permanent Part-Time Sweepers/ permanent Part-Time Sweeper-cum-Peons on 1/2 scale wages as on the date of this settlement, shall be eligible for elevation as Full-Time Sweeper-cum-Peon on full scale wages w.e.f. 13.02.2024.
- 3.3 **Phase-II** : Permanent Part-Time Sweepers/ permanent Part-Time Sweeper-cum-Peons on 1/3rd scale wages as on the date of this settlement, shall be eligible for elevation as Full-Time Sweeper-cum-Peon on full scale wages w.e.f. 13.03.2024.
- 3.4 All the Permanent 'Part-Time Sweepers' & Permanent 'Part-Time Sweeper-cum-Peons' on scale wages (1/2 and 1/3rd) so elevated as Full-Time Sweeper-cum-Peons will not only continue to perform the duties of Sweepers as hitherto but will also perform the duties of Peon, i.e. he/she will be required to perform duties of both Sweeper and/or Peon, for full day as assigned by the Bank.

- 3.5 No Part-time Sweeper/ Part-time Peon, will be further recruited in branches/ offices of the Bank.
- 3.6 By virtue of this Settlement, the existing notional norms pertaining to floor/carpet area of the Branch/Office for the purpose of requirement of Part-time employees will also cease to exist.
- 3.7 It is also agreed that all existing Permanent Full-time Sweepers shall be given the option to be re-designated as Full-time Sweeper-cum-Peon and shall continue to perform the duties of Sweepers as hitherto but will also perform the duties of Peon i.e. he/she will be required to perform duties of both Sweeper and Peon as assigned by the Bank. The option once exercised will be irrevocable and to be exercised within one month from the date of such offer.

4.0 DEPLOYMENT ON ELEVATION:

- 4.1 The elevated Full-time Sweeper-cum-Peons will be deployed at branches/ offices within the same city/ district/ region as per requirement of the Bank. Regular transfer of these subordinate staff shall be governed by the extant guidelines in the matter. However, the deployment on elevation shall be carried out in such a manner that there is minimum discomfort to the staff members.
- 4.2 Where in a branch, on elevation there is more than one Full-Time Sweeper-cum-Peon/ Full-time Peon, the junior most elevated Full-Time Sweeper cum Peon, shall be deployed as per requirement of the Bank as per seniority defined as per clause 6.0 hereunder.
- 4.3 The following categories of elevated Full-Time Sweeper-cum-Peon shall be exempted from deployment on elevation, if the vacancy of Full-Time Sweeper-cum Peon is available in the branch in which they are presently posted :
- a) Widows;
 - b) Physically handicapped employees as per government guidelines;
 - c) Women employees who are 52 years of age;
 - d) Provided there is no other sweeper/ peon in that branch

5.0 FITMENT OF SALARY ON ELEVATION:

- 5.1 Fitment to the elevated Full-Time Sweeper-cum-Peon shall be undertaken as per paragraph 18(3) of Bipartite Settlement dated 10.04.1989 pertaining to fitment as under:

"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 increment will, in such cases, become the date of their annual increment in future years."

6.0 SENIORITY ON ELEVATION:

- 6.1 After elevation from part-time sweeper/ part-time sweeper-cum-peon, the seniority of such elevated full-time sweeper-cum-peon shall be reckoned from the date of their elevation as Full-time Sweeper-cum-Peon.

- 6.2 In case, the date of elevation as Full-time Sweeper-cum-Peon is same, then their inter-se seniority shall be based on their date of appointment in Bank's service as permanent part-time sweeper/ permanent part-time sweeper-cum-peon, on scale wages (1/2 and 1/3rd).
- 6.3 Further, in case, the date of appointment of Part time Sweeper/ Part-Time Sweeper-cum-Peon on scale wages (1/2 and 1/3rd) in the Bank's service is the same, their inter se seniority after elevation shall be based on their date of birth, the one whose date of birth falls earlier would be considered first.
- 6.4 The seniority of Full-time Sweeper-cum-Peons re-designated as Full-time Sweeper-cum-Peons for the purpose of assignment of duties attracting special pay shall be reckoned from their date of re-designation as Full-time Sweeper-cum-Peon.

7.0 ASSIGNMENT OF SPECIAL PAY DUTIES:

- 7.1 For the purpose of assignment of Special Pay duties, the guidelines of 'Settlement for modifying criteria for Selection of posts carrying Special Allowance 2001' dated 18.03.2001 shall be followed.
- 7.2 Where in a branch there is only one elevated Full-Time Sweeper-cum-Peon and he/she performs the duties of both Sweeper and peon, besides any other special pay carrying post, he/she would be eligible for payment of said special pay, in case the assignment is made in accordance with the provisions of the said Settlement.

8.0 INTERPRETATION:

- 8.1 In case of any doubt or difficulty arises regarding interpretation/ clarification of any of the provisions of this settlement, such doubt or difficulty shall be mutually discussed between the Bank and the recognized union (the Coordination Committee), before communication of the same.
- 8.2 This settlement shall supersede all previous settlements on elevation of part-time subordinate staff to Full-time Subordinate Staff, signed by the Bank.

SIGNATURE OF THE PARTIES.

For Bank of Baroda.

(Brajesh Kumar Singh)
Chief General Manager (HRM)

(Prateek Agnihotri)
General Manager (HRM)

(Shashi Bhushan Kumar)
Dy. General Manager (HRM)

(Swarnil Srivastava)
Asst. General Manager (HRM)

(Leena John)
Chief Manager (HRM)

**For All India Bank of Baroda Employees'
Coordination Committee.**

(C S Dahiya)
Chairman

(Rajneesh Gupta)
President

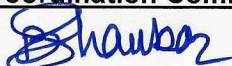
(Janak Rawal)
General Secretary

(S D Srinivasan)
Dy. General Secretary

(S P Sharma)
Dy. General Secretary

For Bank of Baroda.

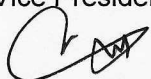
For All India Bank of Baroda Employees'
Coordination Committee.



(S M Bawangade)
Vice President



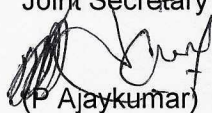
(V C Singh)
Vice President



(Amitav Ghosh)
Vice President



(L K Gupta)
Joint Secretary



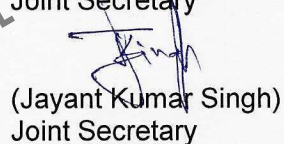
(P Ajaykumar)
Joint Secretary



(Indranil Mitra)
Joint Secretary



(Sreekumaran Nair)
Joint Secretary



(Jayant Kumar Singh)
Joint Secretary



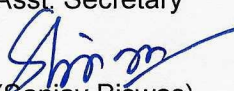
(Ravindra Thakur)
Treasurer



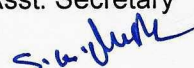
(M C Mallesha)
Asst. Secretary



(Rajmal Nagar)
Asst. Secretary



(Sanjay Biswas)
Asst. Secretary



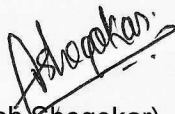
(S K Mishra)
Asst. Secretary



(Bijay Kumar Nayak)
Asst. Secretary

Witnesses

For Bank of Baroda.


(Ashish Shegokar)
Chief Manager (HRM)


(Rahul Sharma)
Sr. Manager (HRM)


(Aaditya Ghosh)
Manager (HRM)

**For All India Bank of Baroda Employees'
Coordination Committee.**


(Aditi Merai Tailor)
Asst. Secretary


(Shivangi Dwivedi)
Asst. Secretary


(Ashwin Mehta)
Central Committee Member

Dated, this 12th of February, 2024 at Bank of Baroda, Baroda Corporate Centre, Mumbai.

- c.c. : The Secretary, Govt. of India, Ministry of Labour, New Delhi.
c.c. : The Chief Labour Commissioner (Central), New Delhi.
c.c. : The Dy. Chief Labour Commissioner (Central), Mumbai.
c.c. : The Regional Labour Commissioner (Central), Mumbai.