

MEMORANDUM OF SETTLEMENT

(Under section 2(p) 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'
FEDERATION**

Central Office, Mumbai

{Sole Collective Bargaining Agent on behalf of workmen in Bank Of Baroda}

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I. NAME 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:

Shri B.L.Naik,
General Manager, Gr. Mumbai Zone

Shri Gurudas Chakrabarthi
General Manager (HRM)

Dr.K.C.Chakraborty
General Manager(Risk Management)

Shri V.G.Subramanian,
General Manager(I.T)

Shri S.C.Kasliwal,
Dy.General Manager, Eastern U.P. Zone

Shri R.K.Garg,
Dy.General Manager, Central Gujarat Zone

Shri T.K. Krishnan
Deputy General Manager(Personnel)

Shri B.Kailash Shankar
Chief Manager(Personnel)

AND

ALL INDIA BANK OF BARODA EMPLOYEES' FEDERATION:

Represented By:

Shri R.C. Trivedi
President

Shri S.S. Prasad
Senior Vice President

Shri Vinil Saxena
Vice President

Contd...

:2:

Shri Naresh Chaddha
Vice President

Shri K. Janardhana Thunga
Vice President

Shri M.J. Shah
Vice President

Shri Milind Nadkarni
General Secretary

Shri K.I. Talreja
Deputy General Secretary

Shri S.Srinivasakumar
Deputy General Secretary

Shri V.P. Mahajan
Treasurer

Shri N.B. Dandiwalla
Assistant Treasurer

Shri K. K. Kotian
Joint Secretary

Shri Ashok Varma
Joint Secretary

Shri Deepraj Damey
Joint Secretary

Shri H.M. Patel
Joint Secretary

Shri A.K. Jain
Joint Secretary

Shri R.G. Naik
Joint Secretary

Shri Vijay Shah
General Secretary, Mah. Unit

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I. SHORT RECITAL:

- 1.1 **WHEREAS** Settlement on 'Other Issues' was signed on 3 October 1978 by Bank of Baroda (hereinafter referred to as '*the Bank*') and the recognised All India Bank Of Baroda Employees' Federation (hereinafter referred to as '*the Federation*');
- 1.2 **WHEREAS** another Settlement called "The Settlement On Other Issues (Amendment)-1984" was signed on 18 April 1984 amending certain provisions of the Settlement "On Other" Issues dated 3 October 1978;
- 1.3 **AND WHEREAS** the above referred Settlements governed, inter alia, the criteria for sanction of special allowance (since changed to 'Special Pay') to Daftary and Additional Daftary, Head Peon, Cash Peon, Head Cashier 'C', Assistant Head Cashier, etc.
- 1.4 **AND WHEREAS** in the meetings held between '*the Bank*' and '*the Federation*' the need was expressed to amend or modify certain provisions of the above Settlements to facilitate identification and assignment of special 'Pay' (allowance) duties to the award staff and thereof, to ease the administration of assignment of duties of Special Pay (allowance) .
- 1.5 **AND THEREFORE** negotiations were held on various dates between 'the Bank' and 'the Federation' as required under the Settlement dated 1 September 1973 and the following Settlement has been arrived at:

II. TERMS OF SETTLEMENT:

- 2.1 The Settlement shall be called " Settlement to Modify Criteria For Selection to Posts Carrying Special Allowances- 2001" .

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2.2 This Settlement shall come into force with immediate effect.

2.3 This Settlement amends/modifies certain specified provisions of the "Settlement On Other Issues" dated 3 October 1978 read with the "Settlement On Other Issues (Amendment)-1984" dated 18 April 1984 and thereof, wherever applicable, on the corresponding Settlements governing Head Cashier Category 'E', 'C', 'A', Assistant Head Cashier, Head Peon, Daftary & Additional Daftary, Cash Peon etc and matters related thereto.

III. APPOINTMENT OF DAFTARIES AND ADDITIONAL DAFTARIES:

3.1 *Clause 4.6 of the Settlement On Other Issues dated 3 October 1978 shall be substituted as under :-*

"The sanction of Daftary allowance to a peon as per Clause 4.1 above would be made on the basis of seniority as defined in this settlement, provided he is sufficiently literate to perform such duties. For this purpose, applications shall be invited from eligible peons or peons with combined designations, and duties of Daftary assigned to the seniormost eligible applicant. At a place where there is only one branch of the Bank, seniority would be reckoned branchwise. In a place where there is more than one branch of the Bank, seniority would be reckoned among the applicants, citywise. However, if the allowance is to be paid temporarily, branchwise seniority shall be taken into account.

Provided that, in the event of there being no applicant or where the said applicant is ineligible or the eligible applicant withdraws his application before the duties are assigned to him, 'the Bank' shall assign the duties of Daftary to the seniormost Peon in the branch/office where the vacancy occurs, seniority being reckoned in terms of the existing settlement."

Provided further that in the event of the said seniormost Peon in the branch being the only Peon but who is otherwise ineligible and where there is no other eligible peon, the said seniormost Peon shall be assigned the duties of Daftary."

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- 3.2 The figure "1000" appearing in Clause 4.3 and 4.7 of the Settlement on Other Issues dated 3rd October 1978, shall be substituted by the figure "750":

IV. HEAD PEONS:

- 4.1 Clause 5.2 of the Settlement On Other Issues dated 3 October 1978 shall be substituted as under :-

"On and from the date of coming into effect of this Settlement, services of Head Peon shall be provided to an Executive in Senior Management Grade/Scale IV and above posted at branches. Provided that, if in a branch, there are more than one Executive in Senior Management Grade/Scale IV or higher, services of a Head Peon shall be provided to that Executive in Senior Management Grade/Scale IV or higher who heads the branch".

- 4.2 Clause 5.6 of the Settlement on Other Issues dated 3 October 1978 shall be substituted as under :-

"The sanction of Head Peon allowance to a peon would be made on the basis of seniority, citywise or branchwise, as the case may be. For this purpose, applications shall be invited from eligible peons, citywise or branchwise, as the case may be where the vacancy occurs, and duties of Head Peon shall be assigned to the seniormost eligible applicant. At a place where there is only one branch of the Bank, seniority would be reckoned branchwise. In a place where there is more than one branch of the Bank, seniority would be reckoned among the applicants, citywise. However, if the allowance is to be paid temporarily, branchwise seniority shall be taken into account.

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Provided that, in the event of there being no applicant or where the said applicant is ineligible or the eligible applicant withdraws his application before the duties are assigned to him, 'the Bank' shall assign the duties of Head Peon to the seniormost Peon in the branch/office where the vacancy occurs, seniority being reckoned in terms of the subsisting settlement."

Provided further that in the event of the said seniormost Peon in the branch being the only Peon but is otherwise ineligible and where there is no other eligible peon, the said seniormost Peon shall be assigned the duty of Head Peon."

V. CASH PEONS:

5.1 *Clause 6.1 of the Settlement on Other Issues dated 3 October 1978 shall be substituted as under :-*

"It is agreed that the Bank shall sanction a Cash Peon allowance to another Peon in addition to Daftary allowance sanctioned to a Peon in branches which have -2- or more Peons. In this regard, it is understood that, as on date of this Settlement, wherever there is already a Cash Peon in branches, no additional Cash Peon will be assigned."

5.2 *The following proviso shall be added to Clause 6.1 of Settlement on Other Issues dated 3 October 1978:*

"6.1(a). All Currency Chests shall be provided with a Cash Peon. However, 'the Bank' may provide additional Cash Peon in Currency Chests as per the need."

5.3 *Clause 6.2 of the Settlement on Other Issues dated 3 October 1978, is deleted.*

VI. PAYMENT OF HEAD CASHIER 'C' ALLOWANCE:

6.1 *Clause 7.5, 7.6 (a) and (b) of the Settlement On Other Issues dated 3 October 1978 shall be substituted as under :-*

"For the purpose of this clause the branches in the State or Administrative Region whichever is smaller, will be divided into following categories :

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Category (A) :

Cities/Towns/Places which have more than one branch
or where a second branch is to be opened;

Category (B):

Other Cities/Towns/Places which have only one branch.

IDENTIFICATION IN CATEGORY (A) Branch:

Where a vacancy of Head Cashier Category 'C' is to be filled in a place in Category (A), i.e. where there is more than one branch or a second branch is to be opened, duties of Head Cashier Category 'C' to the seniormost eligible cash clerk or clerk whose combined designation includes the designation of cash clerk will be assigned by the following procedure :

- (i). Bank shall invite applications from amongst eligible cash clerk or clerk whose combined designation includes the designation of cash clerk in Category (A) branches in the State or Administrative Region of the Bank, whichever is smaller.
- (ii). Head Cashier Category 'C' would be selected from amongst the seniormost eligible applicant;
- (iii). If there is no applicant or where the said applicant is ineligible or the eligible applicant withdraws application before assignment of duties, Bank shall assign duties of Head Cashier Category 'C' to the seniormost eligible cash clerk or clerk with whose combined designation includes the designation of cash in the branch where the vacancy occurs, for which purpose, seniority being reckoned branchwise.

Provided further that in the event of the said seniormost cash clerk or clerk whose combined designation includes the designation of cash in the branch being the only clerk but is otherwise ineligible and where there is none other eligible, the said seniormost clerk shall be assigned the duty of Head Cashier category 'C'.

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IDENTIFICATION IN CATEGORY (B) Branch;

Where a vacancy of Head Cashier Category 'C' is to be filled in a place at Category (B), duties of Head Cashier Category 'C' to the seniormost eligible cash clerk or clerk whose combined designation includes the designation of cash clerk will be assigned by the following procedure :

- (i). Bank shall invite applications from amongst eligible cash clerk or clerk whose combined designation includes the designation of cash clerk in Category (B) branches in the State or Administrative Region of the Bank, whichever is smaller.
- (ii). Head Cashier Category 'C' would be selected from amongst the seniormost eligible applicant.
- (iii). If there is no eligible applicant at all, the Bank shall invite applications from eligible cash clerks as defined, from branches in Category (A). In the event of there being no eligible applicant even from the branches in Category (A) the Bank shall select an eligible cash clerk from Category (B) branch for being posted in such a branch as Head Cashier Category 'C' PROVIDED HOWEVER such a Head Cashier Category 'C' would be eligible to apply for transfer as Head Cashier 'C' at a later date to a branch of his choice in category 'B' without having to forgo his special allowance as required in such cases at present.

Provided further that in the event of the said seniormost cash clerk or clerk whose combined designation includes the designation of cash in the branch being the only clerk but is otherwise ineligible and where there is none other eligible, the said seniormost clerk shall be assigned the duty of Head Cashier category 'C'.

VII. PROCEDURE FOR ASSIGNMENT OF DUTIES OF HEAD CASHIER CATEGORY (E):

7.1 The following proviso shall be added to Clause 3.3 of 'the 1991 Settlement (Amendment) - criteria for assignment of duties of Head cashier Category 'E' at Currency Chests Type 'A' and Type 'B' and Head Cashier Category 'C' at extension Counters - 2000

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"Where a vacancy of Head Cashier Category 'E' is to be filled in a place at Category (A), i.e. where there is more than one branch or a second branch is to be opened, duties of Head Cashier Category 'E' shall be assigned as per procedure stated hereunder:-

- (i). Bank shall invite applications from amongst regular Head Cashiers Category "C" in category (A) branches;
- (ii). Head Cashier Category 'E' would be selected from amongst the seniormost eligible Head Cashier category "C" ;
- (iii). Vacancies of Head Cashier Category 'E' arising on account of classification of the branch as large branch, very large branch or exceptionally large branch, shall be filled in by following the procedure mentioned in clause (i) and (ii) above. In case there is no applicant, the vacancy shall be filled in by assignment to the seniormost Head Cashier Category 'C'."

7.2 *Consequently, para 3.3 of the above settlement shall be modified as under:*

"WHERE no Head Cashier category "C" is available in category (A) branches and there is no applicant or where the applicants is ineligible or the eligible applicants withdraws application/s before assignment of duties, the vacancies of Head Cashier Category "E" arising on account of reasons other than classification of branches shall be filled in as per procedure given below :-

- (i). Applications shall be invited from eligible cash clerks or clerks with combined designations in category (A) branches, and duties of Head Cashier category "E" assigned to the seniormost eligible applicant;

Provided that, in the event of there being no applicant or where the applicant is ineligible or the eligible applicant withdraws his application before the duties are assigned, Bank will assign the duties of Head Cashier Category "E" to the seniormost cash clerk or clerk with combined designation in the branch/office where the vacancy of Head Cashier Category "E" occurs, seniority being reckoned in terms of the existing settlement."

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VIII. PROCEDURE FOR ASSIGNMENT OF DUTIES OF ASSISTANT HEAD CASHIER:

8.1 Clause 3.5(a) shall be added to Clause 3.5 of "The 1984 Settlement - Assistant Head Cashiers" as under :-

The assignment of duties of Assistant Head Cashier shall be as per procedure below:

- (i). Bank shall invite applications from amongst confirmed eligible cash clerks, clerks whose combined designations includes the designation of cash clerk and MSA/GVK Cash Collectors;
- (ii). Assistant Head Cashier would be selected from amongst the seniormost eligible applicants;
- (iii). If there is no applicant or where the applicant is ineligible or the eligible applicant withdraws application before assignment of duties, Bank will assign duties of Assistant Head Cashier to the seniormost eligible cash clerk in the branch where the vacancy occurs.

IX. GENERAL:

9.1 Para 3, Clause 3(a)(ii), of "The Settlement On Other Issues (Amendment) 1984", shall be partly modified as under :-

- "Regular full time service shall mean actual service which shall include all kinds of leave and any period of probation but shall exclude period of temporary/casual employment for any period for which increment is either stopped or postponed or brought down to lower stage in the scale of pay in which case the period shall be as that equal to the period for which the stage has been lowered."

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9.2 Clause 7.2(c) of "The Settlement On Other Issues (Amendment) 1984", shall be partly modified as under :-

"Refusal to accept the offer of assignment of duties of Assistant Head Cashier/Head Cashier Category 'E', 'C', 'A' and Teller 'A' or 'B' would make that workman ineligible for receipt of that 'pay' (allowance) and also higher categories of Head Cashier 'pay' (allowances) in terms of clause 7.2(a) and 7.2(b) of the above settlement for a period of two years."

9.3 Wherever duties attracting special pay (allowances) are to be offered to the identified clerical staff in writing, as per prescribed draft, the period of -7- days prescribed for the identified staff to signify his acceptance of the offer, shall be reduced to -3- working days henceforth.

9.4. Procedure for filling vacancies of posts carrying special Pay (Allowances) that are required to be filled in terms of this Settlement shall be initiated within -30-days of occurrence of the vacancies and completed within 90 days.

9.5 This Settlement supersedes all previous understandings / agreements / Settlements / Practices, local, regional, zonal or otherwise in respect of matters covered under this settlement.

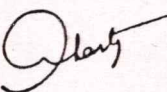
9.6 Save as amended or modified as indicated hereinabove, the other provisions of various Settlements referred hereinto shall continue to be in force.

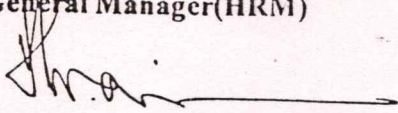
9.7 If any doubt or difficulty arises regarding interpretation of any provisions of this Settlement and in relation to the referred other Settlements, such doubt or difficulty shall be discussed between 'the Bank' and 'the Federation' with a view to resolving it.

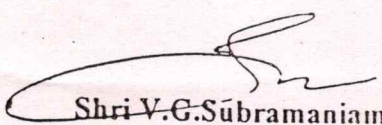
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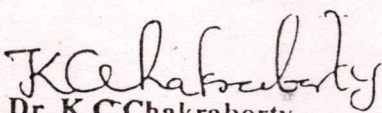
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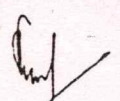
FOR 'THE BANK'


Shri Gurudas Chakrabarty,
General Manager(HRM)

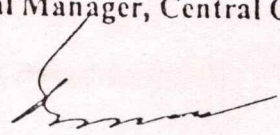

Shri B.L.Naik,
General Manager, Greater Mumbai Zone


Shri V.G.Subramaniam,
General Manager(IT)

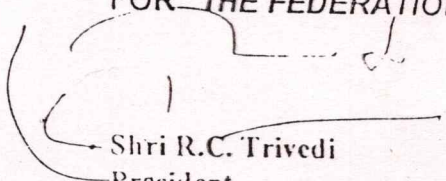

Dr. K.C.Chakraborty,
General Manager(Risk Management)

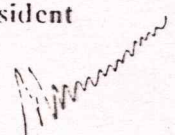

Shri S.C.Kasliwal,
Dy.General Manager, Eastern U.P. Zone

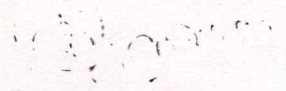
Shri R.K.Garg,
Dy.General Manager, Central Gujarat Zone

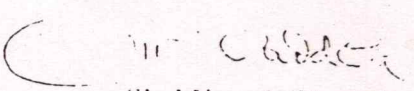

Shri T.K. Krishnan
Deputy General Manager(Personnel)

FOR 'THE FEDERATION'

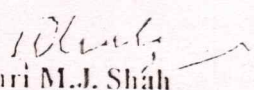

Shri R.C. Trivedi
President

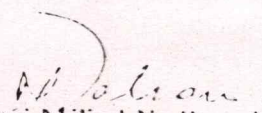

Shri S.S.Prasad
Sr.Vice-President


Shri Vinil Saxena
Vice-President


Shri Naresh Chaddha
Vice-President

Shri K.Janardhana Thunga
Vice-President

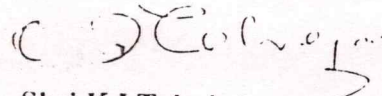

Shri M.J. Shah
Vice-President

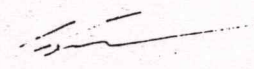

Shri Milind Nadkarni
General Secretary

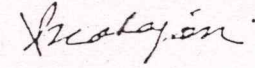
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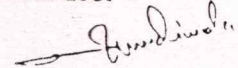
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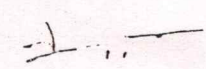

Shri B. Kailash Shankar
Chief Manager(Personnel)

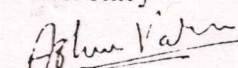

Shri K.I. Talreja
Dy. General Secretary


Shri S. Srinivasakumar
Dy. General Secretary

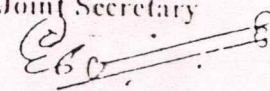

Shri V.P. Mahajan
Treasurer

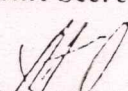

Shri N.B. Nandiwala
Asst. Treasurer


Shri K.K. Kotian
Joint Secretary


Shri Ashok Varma
Joint Secretary

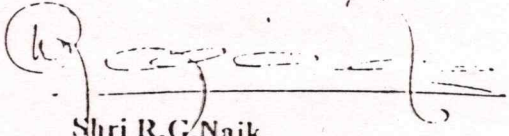
Shri Deepraj Dancy
Joint Secretary

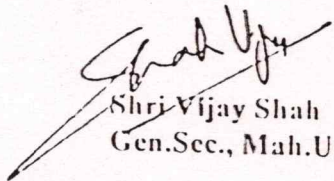

Shri H.M. Patel
Joint Secretary


Shri A.K. Jain
Joint Secretary

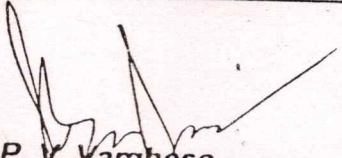
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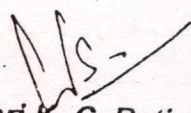
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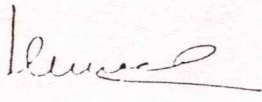

Shri R.C. Naik
Joint Secretary

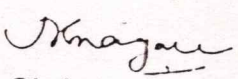

Shri Vijay Shah
Gen.Sec., Mah.Unit

SIGNATURE OF WITNESSES:

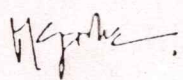

Shri P. V. Varghese
Senior Manager
(Personnel)


Shri K. C. Pati
Senior Manager
(Personnel)


Shri P.G.M. Panicker
General Secretary
M.P. Unit

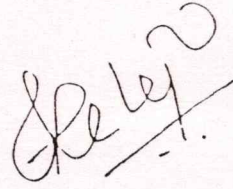

Shri N.P. Nayak
General Secretary
Ahmedabad Unit

Shri C.N. Menon
General Secretary
Kerala Unit

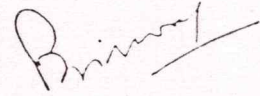

Shri M.M.K. Joshi
General Secretary
Punjab & Chandigarh Unit

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:15:



Shri John Peter P.
Vice President
TN-II Unit



Shri P.L. Biswal
General Secretary
Orissa Unit

DATED THIS 18TH DAY OF MARCH 2001 AT CENTRAL OFFICE MUMBAI

- CC: To :
1. The Assistant Labour Commissioner (Central), Mumbai
 2. The Regional Labour Commissioner (Central), Mumbai
 3. The Chief Labour Commissioner (Central), New Delhi
 4. The Secretary to the Government Of India, Ministry Of Labour, New Delhi.