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7/4

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)

ALL INDIA BANK

(Sole Collective Bank)

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

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. Dandiwal,
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 :

- 1.5 *AND THEREFORE* negotiations were held on 03.12.2002, 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 1 September 1973 and the following Settlement has been arrived at :

2.0 TERMS OF SETTLEMENT :

- 2.1 This Settlement shall be called "Settlement on Universal Teller-2003".

2.2 This Settlement shall come into force with immediate effect.

2.3 Universal teller will be introduced in computerized branches (ISBS, LAN or with any other TBM system).

Con:

2.4 "Place/center" wherever appearing in the Settlement shall mean place/places constituting a unit for the purposes 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 as one place/center.

3.0 SELECTION OF UNIVERSAL TELLER :

3.1 Any vacancy of Universal Teller shall be as per need of 'the Bank'.

3.2 Applications shall be invited from eligible clerical staff posted at the place/center or Region, whichever is smaller, where the vacancies of Universal Teller is Identified. This may also include likely future vacancies for one year.

3.3 The senior-most amongst the eligible applicants in the ratio of 1:4 (-4-applicants for each identified post) shall be called for interview.

3.4 The eligible candidates shall be interviewed by a panel constituting of the Regional Head, one Chief Manager and one Senior Manager, to assess suitability of candidates for assignment of duties of Universal Teller. In order to assess suitability of candidates, the Interview Panel shall take into consideration the following factors :

- (a) Knowledge relating to all functions of clerical duties;
- (b) Experience in various departments/functions;
- (c) Communication skill;
- (d) Adequate knowledge of computer functioning;
- (e) Amiable personality;
- (f) Customer-centric approach.

3.5 A list of candidates who are found suitable in the interview will be drawn in the descending order of seniority and assignment of duties of Universal teller will be made to the senior-most candidates against identified vacancies.

3.6 A waiting list shall be maintained of the remaining suitable candidates, which will be valid for a period of one year from the date of first assignment. Senior-most candidate from such list will be assigned duties of Universal Teller as and when such vacancies arise within one year from the date of first assignment from the list. Depending upon the Bank's need, subsequent selection process shall be so initiated and completed that the fresh list would be available before the expiry of the previous list.

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4.0 ELIGIBILITY CRITERIA FOR UNIVERSAL TELLER :

4.1 All confirmed clerical staff shall be eligible to apply for assignment of duties of Universal Teller.

4.2 The clerical staff who have foregone special pay and given undertaking for specific period not to claim any special pay duties on account of request transfer shall be eligible to apply for assignment of duties of Universal Teller. However, such clerical staff shall be considered for assignment of duties of Universal Teller after the period of the undertaking is over.

5.0 Ineligibility for applying and/or assignment of duties of Universal Teller :

5.1 Notwithstanding anything contained in Clause 4.1 above, the following shall be ineligible to apply and/or assignment of duties of Universal Teller :

(a) The clerical staff who have given undertaking for specific period not to claim any special pay duties on account of request transfer in terms of administrative rules shall be ineligible for assignment of duties of Universal Teller during the period of undertaking. Provided however, if such a clerical staff is the only otherwise eligible workman for the post, and there being no other eligible workman, in that event he would be considered for assignment of duties of Universal Teller.

(b) Once a clerical staff refuses to accept offer of assignment of duties of Universal Teller on regular basis, he shall be ineligible to apply and also for assignment of duties of Universal Teller on regular as well as on temporary basis for a period of two years from the date of such offer. His case would be considered only after that period, if he makes a written request after that period, for consideration of his case in future.

(c) The clerical staff who are under suspension, against whom disciplinary proceeding is pending, or against whom prosecution has been launched in a court of law or sanction for prosecution has been issued, shall be ineligible for assignment of duties of Universal Teller.

6.0 CRITERIA FOR RECKONING SENIORITY :

6.1 Assignment of duties of Universal Teller would be made on the basis of suitability-cum-seniority. 'Seniority' shall mean the length of regular full time service from the date of entry in the clerical cadre provided that :

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- c. Receive Cash and whenever necessary, stamp, sign and issue counter slips/ acknowledgements up to and including Rs.40,000/-;
 - d. Accept cash from Head Cashier, maintain and manage records, tally cash and hand over remaining cash to Head Cashier and generation of relevant/required reports;
 - e. Update pass books;
 - f. Accept instruments for transfer, give due acknowledgements, process, post and authenticate/pass independently up to and including Rs.50,000/-;
 - g. Prepare, print and issue remittance instruments i.e. DD/MT/BC and relative advices wherever required, paste protective tapes and punch values where applicable and sign them independently up to and including Rs. 25,000/-.
- For DD/MT/BC beyond Rs.25,000/- the Universal Teller will be required to print and only sign as second signatory.
- h. Accept instruments for clearing/collection and give due acknowledgements;
 - i. To briefly explain the features of Bank's various products and services to customers, to reply their queries and to refer interested customers to appropriate specialised sales personnel.

7.2 The amount of receipt and payment stipulated in Clause 7.1 above shall be reviewed after discussion with 'the Federation' after installation of Automated Teller Machines(ATMs) in the light of the Industry level Bipartite Settlement.

* 8.0 PROBATION :

8.1 The clerical staff who is assigned the duties of Universal Teller shall be on probation for a period of -6-(six) months and they would be confirmed as Universal Teller on satisfactory completion of the probation period.

9.0 COMPETENT AUTHORITY :

9.1 The Regional Head shall be the Competent Authority for assignment of duties of Universal Teller. The Branch Manager/Head shall be the Competent Authority for confirmation of Universal Teller. The Branch Manager/Head shall assess the performance of the Universal Teller during the period of probation and any deficiency in performance should be communicated in writing to the concerned Universal Teller at least - 30- days before the expiry of the probation period.

9.2 Any case of non-confirmation of a clerical staff as Universal Teller shall be communicated in writing before expiry of the probation period and such clerical staff may represent/appeal to the Regional Head against his non-confirmation within -7- days from the date of communication. The Regional Head would consider such cases normally within -7- days and pass necessary order in writing. The decision of the Regional Head in such matter shall be final and binding. Such Universal teller who has made an appeal against non-confirmation shall be deemed to be on extended probation period till the appeal is disposed of by the Regional Head.

10.0 TEMPORARY ASSIGNMENT OF UNIVERSAL TELLER DUTIES :

10.1 Temporary assignment of duties of Universal Teller shall be made to the senior-most wait-listed eligible candidates posted at the Branch. In case no such wait-listed candidate is available at the Branch, the Branch Manager shall assign the duties on temporary basis to the senior-most eligible clerical staff by way of office order. In a situation where all otherwise eligible clerical staff are within their respective period of ineligibility, then notwithstanding Clause 5.1 above, one whose period of ineligibility expires first would be considered for temporary assignment of duties of Universal Teller.

* 11.0 AMOUNT OF ADHOC SPECIAL PAY PAYABLE TO UNIVERSAL
TELLER :

11.1 Ad-hoc Special Pay payable to Universal Teller will be Rs.971/- per month. However, in case Special Pay for Universal Teller is arrived at Industry level Bipartite Settlement, the same will be made applicable from the date of such Bipartite Settlement.

11.2 Ad-hoc Special pay payable to Universal Teller shall attract all attendant allowances/benefits as applicable to any Special Pay as per the Industry level Bipartite Settlements.

12.0 GENERAL:

12.1 Save as otherwise provided in this Settlement, all the general provisions of the industry-wise Bipartite Settlements relating to payment of special pay shall apply to adhoc payment of special pay of Universal Teller.

12.2 The principles contained in para 529 of Sastry Award shall be applicable to assignment of duties of Universal teller and the Bank shall have the right to supersede a senior employee in terms of the principle laid down under that paragraph.

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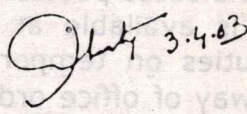
12.3 The offer by the Bank and the acceptance by the workmen shall be done only in Proforma "A" and "B" respectively attached hereto. Acceptance of offer in any other form shall constitute refusal of offer.

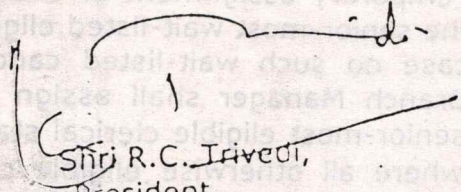
12.4 If any doubt or difficulty arises regarding interpretation of any provision of this Settlement, such doubt or difficulty, shall be discussed between 'the Bank' and 'the Federation' with a view to resolve it.

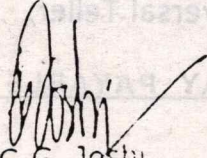
SIGNATURE OF PARTIES

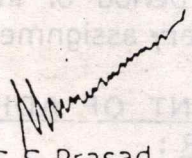
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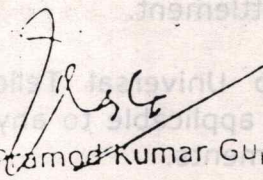
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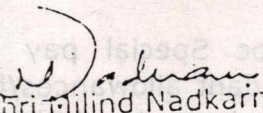

Shri Gurudas Chakrabarty
General Manager,
(HRM & GA)

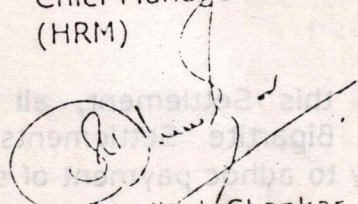

Shri R.C. Trivedi,
President

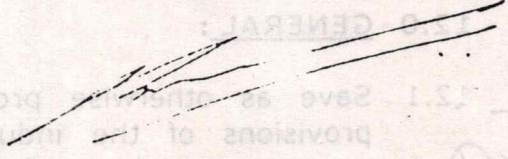

Shri G.G. Joshi
Deputy General Manager
(HRM)

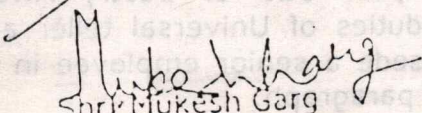

Shri S.S. Prasad,
Sr. Vice President

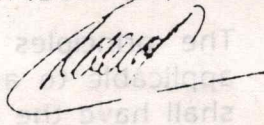

Shri Pramod Kumar Gupta
Chief Manager
(HRM)


Shri Milind Nadkarni,
General Secretary


Shri Kailash Shankar
Chief Manager (HRM)


Shri S. Srinivasakumar
Dy. Gen. Secretary

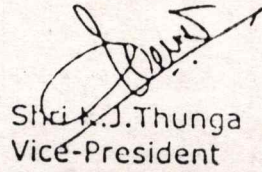

Shri Mukesh Garg
Chief Manager
(HRM)


Shri R.G. Raut,
Dy. General Secretary

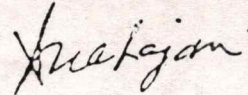
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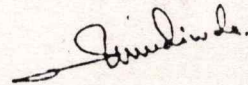
Shri Vinil Saxena,
Dy. General Secretary



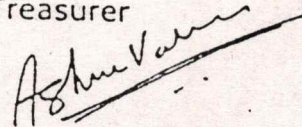
Shri K.J. Thunga
Vice-President



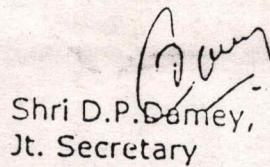
Shri V.P. Mahajan,
Treasurer



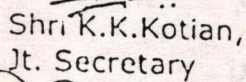
Shri N.B. Dandiwal,
Jt. Treasurer



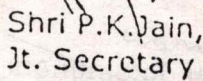
Shri Ashok Varma,
Jt. Secretary



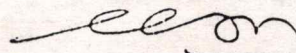
Shri D.P. Deme,
Jt. Secretary



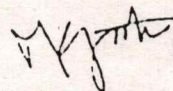
Shri K.K. Kotian,
Jt. Secretary



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

WITNESSES

Shri K.C.Pati
Senior Manager (HRM)

Shri Raj Kumar Jotsinghani
Senior Manager (HRM)

Shri Satish Nakhate
Jt. Secretary

Shri H.P. Nayak
President, Ahmedabad Unit

Shri Sudip Sen
Jt. Secretary, Nagaland unit

Date: 3rd April 2003
Place: Mumbai.

- CC 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.

**DRAFT OF THE LETTER TO BE ISSUED TO A CLERK WHEN DUTIES OF
UNIVERSAL TELLER ARE ASSIGNED**

Shri/Smt./Kum.....
C/o Bank of Baroda

Branch

Dear Sir/Madam,

1. You are hereby advised that in addition to your basic duties / functions of your cadre, you are required to perform duties of Universal Teller with effect from...(*)..... (date) (***) until further instructions, at Branch.
2. Your duties as Universal Teller would be as per Clause 7.1 of Settlement on Universal Teller-2003 dated 03.04.2003.
3. You will be paid adhoc special pay of Rs. 971/- per month for the period you are required to perform the aforesaid duties. The adhoc Special Pay shall attract all attendant allowances/benefits as per Industry level Bipartite Settlements. However, in case the Special Pay for Universal Teller is arrived at Industry level Bipartite Settlement, the same will be made applicable from the date of such Bipartite Settlement.
4. You will be on probation for a period of -6- months.
5. Please signify your acceptance of this offer in the proforma attached herewith within -3- days of receipt of this letter failing which it will be presumed that you have refused to accept this offer with consequential results. Please also note that in terms of the Settlement on Universal Teller-2003, acceptance of this offer in a form other than the one attached herewith shall be deemed to be a refusal of this offer.
6. (**) In case this offer is refused, please note that no such offer will be made to you in future for a period of two years from the date of this offer. Thereafter, your case would be considered only on a written request received from you.

Yours faithfully,

Note: For temporary assignment of duties of Universal Teller please make the following changes in the draft letter :

- (*) To insert the word 'immediately';
(**) Para 4, 5 and 6 would be deleted; and
(***) Period of temporary assignment should be mentioned in para- 1 of the letter.

Annexure to Settlement dated 3rd April 2003

PROFORMA "B"

**DRAFT OF THE LETTER TO BE GIVEN BY A CLERK ACCEPTING THE
OFFER OF ASSIGNMENT OF DUTIES OF UNIVERSAL TELLER**

To

.....
Bank of Baroda

..... Branch

Dear Sir,

I refer to your letter No..... dated assigning me
duties of Universal Teller with effect from at
Branch.

I hereby accept the above offer made by the Bank.

Yours faithfully,

(SIGNATURE)

Name:

E.C. No. :

Date:

Place:

[Handwritten signatures and initials]