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Bank of Baroda

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

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

on

SETTLEMENT ON ELEVATION OF PERMANENT 'PART TIME SWEEPERS'
(PTS) INTO 'FULL TIME SWEEPER-CUM-PEONS' & PERMANENT 'PART-TIME
PEONS' INTO 'FULL-TIME PEONS' DATED 31.12.2013

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

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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-

Mrs. Vindhya Ramesh
General Manager (HRM)

Mr. Rajkumar Jotsinghani
Dy. General Manager (HRM)

Mr. A. V. Mujumdar
Dy. General Manager (IL)

Mr. Pradeep K. G. Niyogi
Asst. General Manager (HRM)

Mr. R. Sabari Nath
Asst. General Manager (HRM)

Mr. Chandra M. Tripathy
Chief Manager (HRM)

&

All India Bank of Baroda Employees' Federation-

Represented by -

Mr. Vinil Saxena
President

Mr. Milind Nadkarni
General Secretary

Mr. Karunesh Shukla
Dy. General Secretary

Mr. K. K. Kotian
Dy. General Secretary

Mr. Maganbhai M. Patel
Dy. General Secretary

Mr. K. Janardhana Thunga
Dy. General Secretary

Mr. Amrit Kalas
Treasurer

Mr. Ashok Varma
Joint Secretary

Mrs. Sharda Bhangera
Joint Secretary

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1.0 SHORT RECITAL:

- 1.1 Whereas the parties herein have deliberated on the issue of elevation of Permanent Part Time Sweepers and Permanent Part time Peons on scale wages (1/3, 1/2 and 3/4) posted at the Bank's branches/offices, as Full Time Sweeper-cum Peon and Full Time Peons respectively.
- 1.2 The issue was discussed threadbare, between the Federation and the Management of the Bank and it has been decided to elevate all the existing Permanent Part Time Sweepers/ Permanent Part Time Peons on scale wages (1/3, 1/2 and 3/4) posted at the Bank's branches /offices to Full Time Sweeper-cum-Peon/ Full-Time Peon with a view to meet the requirement of the Bank and the aspirations of the Permanent Part Time Sweepers/ Permanent Part Time 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' (PTS) into 'Full Time Sweeper-cum-Peons' & Permanent 'Part-time Peons' into 'Full-time Peons' and shall be applicable to all branches/ offices of the Bank in India and shall come into force immediately subject to the terms and conditions mentioned hereunder:

3.0 ELIGIBILITY:

- 3.1 All Permanent Part Time Sweepers/ Permanent Part Time Peons on scale wages (1/3, 1/2 and 3/4) posted at any Branch/ Office of the Bank in India who have completed minimum one year of service in Permanent Part time scale wages shall be eligible for elevation as Full Time Sweeper-cum-peon/ Full-Time 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/Peons on 3/4 scale/wages as on date of this settlement, shall be eligible for elevation as Full Time Sweeper cum peon/Full time Peons on full scale wages w.e.f. 01.01.2014.
- 3.3 **Phase-II:** Permanent Part Time Sweepers/Peons on 1/2 scale/wages as on date of this settlement, shall be eligible for elevation as Full Time Sweeper cum peon/Full time peons on full scale wages w.e.f. 01.03.2014.
- 3.4 **Phase-III:** Permanent Part Time Sweepers/Peons on 1/3 scale/wages as on date of this settlement, shall be eligible for elevation to Full Time Sweeper cum peon/Full time peons on full scale wages w.e.f. 01.05.2014.
- 3.5 **Phase-IV:** Vacancies for Part-time Sweepers/Part time sweeper cum Peon for which recruitment has already been initiated on or before the date of this settlement, such Permanent Part-time Sweepers shall also be elevated on completion of one year from the date of their joining, but will be one month after last phase is over, whichever is later.

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- 3.6 All the Permanent Part Time Sweepers on scale wages (1/3, 1/2 and 3/4) so elevated as Full Time Sweeper-cum-Peon 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 Peon as assigned by the Bank.
- 3.7 All the Permanent Part Time Peons on scale wages (1/3, 1/2 and 3/4) so elevated as Full-Time Peon will perform the duties of Peon for full day as assigned by the Bank.
- 3.8 With the above elevation of Permanent Part Time Sweeper/ Part Time Peons on scale/ wages (1/3, 1/2 and 3/4) to Full Time Sweeper-cum-Peon /Full-Time Peon, as per the list at Annexure A excluding where recruitment process has already been initiated on or before this settlement in terms of Para 3.5, no Part time Sweeper/Part time Peon will be further recruited in Branches/Offices.
- 3.9 The vacancies after the date of settlement, on account of opening of new Branch/Office, retirement of sub-staff members etc. will be filled in by appointing/recruiting Full Time Sweeper-cum-Peon and/or Full time Peons as the case may be irrespective of the floor/carpet area of the said Branch/Office.
- 3.10 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 cease to exist.
- 3.11 The process of conversion of existing Permanent full time Sweepers, Farashes etc. to Peons cadre shall be carried out as per the extant guidelines of the Government of India.
- 3.12 It is also agreed that all existing Permanent Full time Sweepers shall be given the option to be redesignated 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 deployment on elevation shall be carried out in such a manner that there is minimum discomfort to the staff members.
- 4.2 The elevated Full time peons will be deployed to the branches/offices within the same City/District/ Region as per the requirement of the Bank.

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- 4.3 Where in a branch on elevation there is more than one Full Time Sweeper cum peon, the junior most elevated Full time sweeper cum peon may be deployed at the nearby branches/offices. The seniority for elevated Full time sweeper cum peon shall be arrived as per clause 6.0.
- 4.4 The following categories of elevated full time sweeper cum Peon would be exempted from deployment on elevation if the vacancy of full time sweeper cum peon is available thereat:
 - a) Widows
 - b) Physically handicapped employees as per government guidelines
 - c) Women employees who are 52 years of age or more.
 - d) Provided there is no other Sweeper in that branch.

5.0 FITMENT OF SALARY ON ELEVATION:

- 5.1 Fitment to the elevated Full Time Sweeper cum Peon/Full time Peon shall be undertaken as per paragraph 18(3) of Bipartite Settlement dated 14.04.1989 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 (notionaly 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 notionaly 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 to Full time Sweeper cum Peon or from Part time Peon to Full time Peon, the seniority of such elevated Full time Sweeper cum Peon/Full time Peon shall be reckoned from the date of their elevation as Full Time Sweeper cum Peon/Full Time Peons, as the case may be.
- 6.2 In case, the date of elevation as Full time Sweeper cum Peon/Full time Peon is same, then their inter-se seniority shall be based on their date of appointment in Bank's service as Part time Sweeper/Part time Peon on scale/wages (1/3, 1/2 and 3/4).
- 6.3 In case, the date of appointment of Part time Sweeper/Part time Peon on scale wages (1/3, 1/2 and 3/4) 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 Sweepers redesignated as Full time Sweeper cum Peon for the purpose of assignment of duties attracting special pay shall be reckoned from their date of redesignation.

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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 If 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 Federation (recognized Union), before communication of the same.

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SIGNATURE OF THE PARTIES

For Bank of Baroda



Mrs. Vindhya Ramesh
General Manager (HRM)



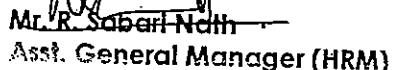
Mr. Rajkumar Jotsinghani
Dy. General Manager (HRM)



Mr. A. V. Majumdar
Dy. General Manager (IL)



Mr. Pradeep K. G. Niyogi
Asst. General Manager (HRM)

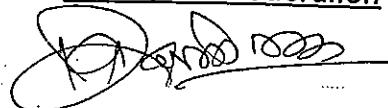


Mr. R. Sabari Nath
Asst. General Manager (HRM)

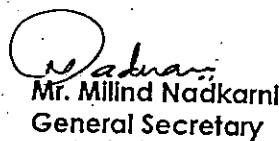


Mr. Chandra M. Tripathy
Chief Manager (HRM)

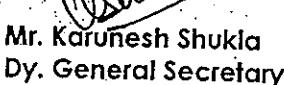
For All India Bank of Baroda
Employees' Federation



Mr. Vinil Saxena
President



Mr. Millind Nadkarni
General Secretary



Mr. Karunesh Shukla
Dy. General Secretary



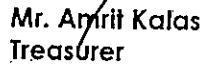
Mr. K. K. Kotian
Dy. General Secretary



Mr. Maganbhai M. Patel
Dy. General Secretary



Mr. K. Janardhana Thunga
Dy. General Secretary



Mr. Amrit Kalas
Treasurer



Mr. Ashok Varma
Joint Secretary

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SIGNATURE OF THE PARTIES

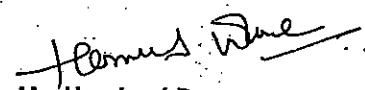
For Bank of Baroda

For All India Bank of Baroda
Employees' Federation



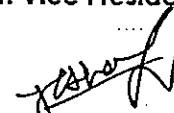
Mrs. Sharda Bhangeria

Joint Secretary



Mr. Harshad Dave

Sr. Vice President



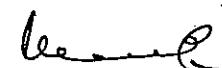
Mr. Y. K. Sharma

Vice President



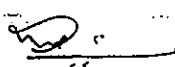
Mr. K. K. Verma

Vice President



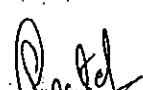
Mr. P. G. M. Panicker

Vice President



Mr. N. P. Sunderajan

Joint Secretary



Mr. Jayush Patel

Joint Secretary



Mr. Raj Sharma

Joint Secretary

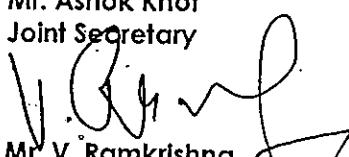
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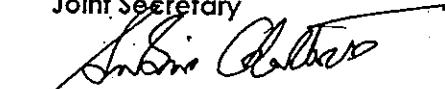
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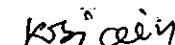
For Bank of Baroda

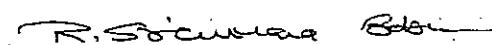
For All India Bank of Baroda
Employees' Federation


Mr. Ashok Khot
Joint Secretary


Mr. V. Ramkrishna
Joint Secretary

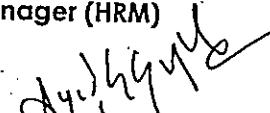

Mr. Subbir Chatterjee
General Secretary (West Bengal Unit)


Mr. K. B. Jain
General Secretary (Maharashtra Unit)

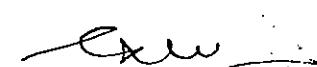

Mr. Srinivas Babu
General Secretary (TN 1 Unit)

WITNESSES


(Mrs. Supriya D. Kokane)
Manager (HRM)


Mr. Ayush Gupta
Manager (HRM)


Mr. Sunil Shah
Organising Secretary (Mumbai Unit)


Mr. Abdul Patel
President (Bharuch Unit)

DATED THIS 31st DAY OF DECEMBER, 2013 AT BANK OF BARODA, BARODA CORPORATE
CENTRE, MUMBAI

CC: The Secy. to the Govt. of India, Ministry of Labour, New Delhi
CC: The Chief Labour Commissioner (Central), New Delhi
CC: The Regional Labour Commissioner (Central), Mumbai
CC: The Assistant Labour Commissioner (Central), Mumbai
