

Settlements Between AIB&BEF & BOB

1. **3rd Oct 1978**
 - (i) Criteria for sanction of Spl. Allowances
 - (a) Daftaries & Add. Daftaries
 - (b) Head Peons
 - (c) Cash Peons
 - (ii) Criteria for sanction of Head Cashier cat 'C' Allowance
 - (iii) Criteria for fixation of salaries of subordinate staff on their promotion to clerical cadre
2. **18th April 1984**
 - (i) Amendment to Promotion Policy 22.09.1977
 - (ii) Reckoning of seniority for payment of Spl. Asst. All
3. **18th April 1984**
 - Payment of Special Allowance to Asst. Head Cashiers
4. **18th April 1984**
 - Criteria for reckoning seniority for Payment of Special Allowances
5. **6th March 1982**
 - Settlement on Direct recruitment of Officers.
6. **6th Sept 1989**
 - Criteria for selection for ALPM / AEAMS encoders and data entry machines
7. **16th Feb 1991**
 - Criteria for Assignment of duties Head cashiers cat 'E', Head Cashiers cat 'C' at currency chests
8. **16th Feb 1991**
 - Settlement for assignment of duties of Spl. Asst.
9. **16th Feb 1991**
 - Promotion Policy
 - (i) Clerical cadre to officers cadre
 - (ii) Direct recruitment to officers cadre
 - (iii) Promotion of clerks as Spl. Asst.
 - (iv) Subordinate cadre to Clerical cadre
10. **31st Oct 1992**
 - Settlement on Computerisation
11. **2nd Nov 1994**
 - Settlement on Policy for promotion from clerical to officers cadre in India
12. **10th Jan 1996**
 - The Settlement for assignment of duties of Spl. Asst. 1991 (Amendment) 1996
13. **10th Jan 1996**
 - Settlement on Policy for Promotion from subordinate to clerical cadre in India 1996

14. 17th Jan 2000
Settlement on Computerisation (Amendment) 2000

15. 17th Jan 2000
Criteria for assignment of duties Head Cashier cat 'E' at currency chest type A & B and Head Cashier cat 'C' at Ext. Counters 2000

16. 2nd Aug 2000
Change in nomenclature PPA to PPP

17. 8th Sept 2000
Promotion of Clerical Staff as officers IT Functions 2000

18. 18th March 2001
Settlement for criteria for redeployment of Award Staff 2001

19. 18th March 2001
Settlement to modify criteria for selection to Posts carrying Spl. Allowances

20. 18th April 2001
Dispensed with of Interview of Promotion exercise conducted as per HOBR 92/328 dt. 24.11.2000

21. 3rd April 2003
Amendment Settlement of Spl. Asst. 2003

22. 3rd April 2003
Amendment Settlement of Head Cashier 'E' & 'C' at currency chest 2003

23. 3rd April 2003
Settlement of Universal Teller 2003

24. 10th June 2005
The Settlement on the Service Conditions of the Clerical and sub-staff
employees of Esstablie South Gujanat Local Area Bank Ltd - 2005 (ESGLAB)

Signature

ALL INDIA BANK OF BARODA EMPLOYEES

(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)

SETTLEMENT TO MOVE ON CRITERIA FOR
SELECTION TO POSTS CARRYING SPECIAL ALLOWANCES
2001

Dt. 18 MAR 2001

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)

*L. K. W.
V. D. R.
T. D. R.
C. J. G. K.*

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 Chakrabarty
General Manager (HRM)

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

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

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

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

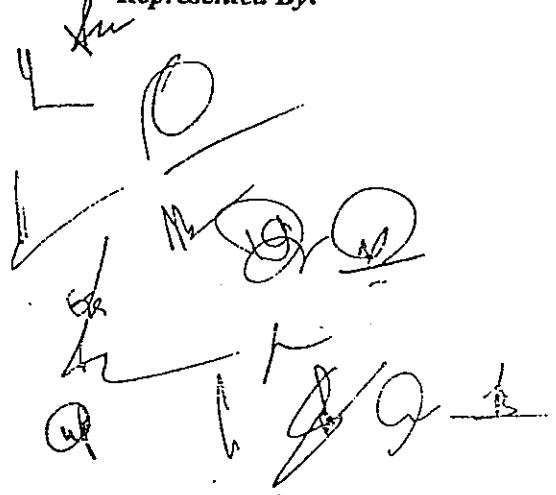
Shri T.K. Krishnan
Deputy General Manager (Personnel)

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. Dandiwala
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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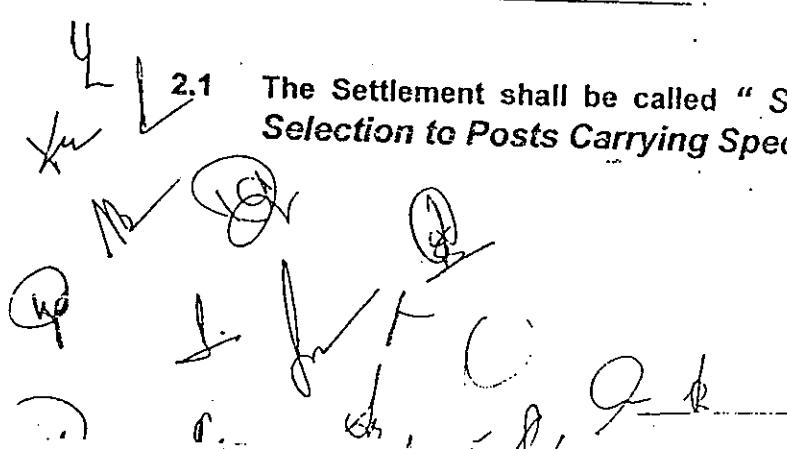
I. SHORT RECITAL:

- 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:

*(Letter to 2/0) (d) 1
December 1 through
COPD/LCP N-12/2062
S/L 11-5-2001*

- (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 :

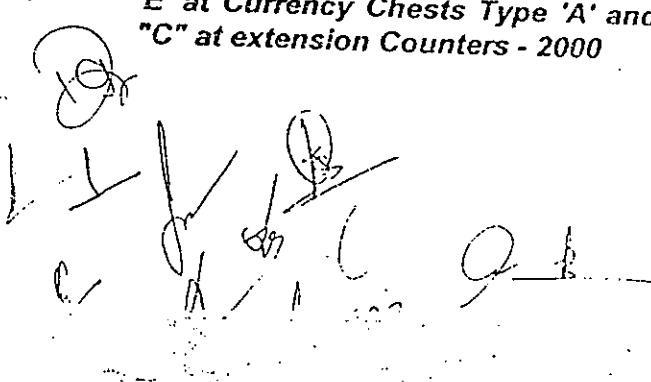
- (i). Bank shall invite applications from amongst eligible cash clerk or clerk whose combined designation includes the designation of cash clerk in Category (B) branches in the State or Administrative Region of the Bank, whichever is smaller.
- (ii). Head Cashier Category 'C' would be selected from 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:

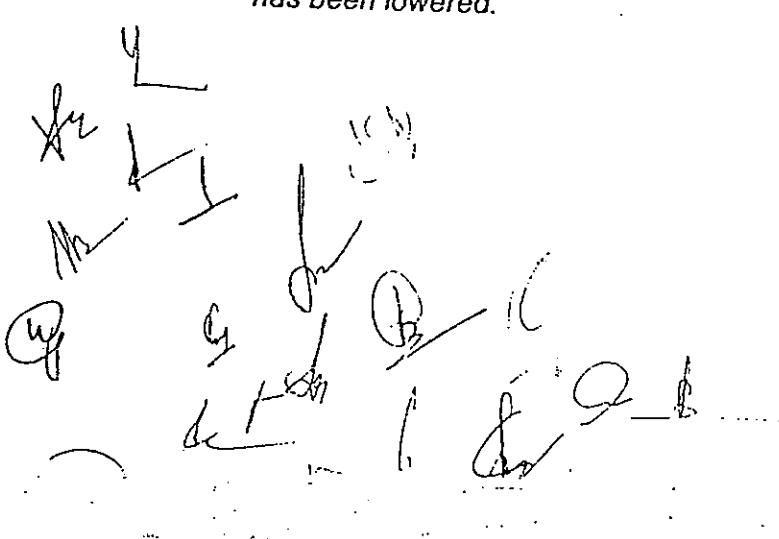
- (i). Bank shall invite applications from amongst confirmed eligible cash clerks, clerks whose combined designations includes the designation of cash clerk and MSA/GVK Cash Collectors;
- (ii). Assistant Head Cashier would be selected from amongst the seniormost eligible applicants;
- (iii). If there 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."

Contd.



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.*

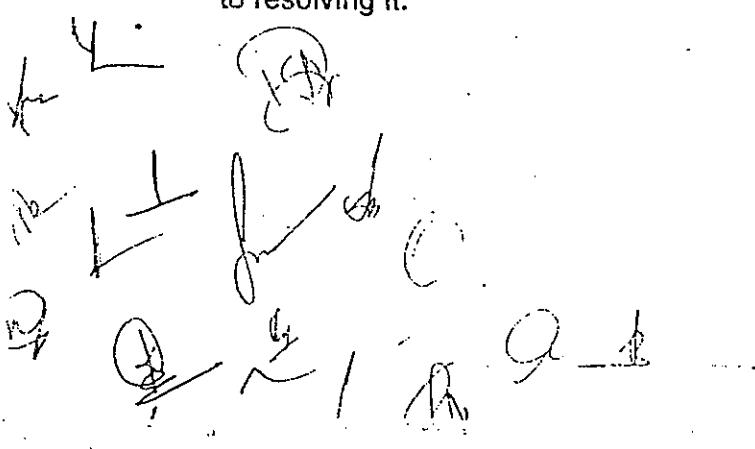
9.4. Procedure for filling vacancies of posts carrying special Pay (Allowances) that are required to be filled in terms of this Settlement shall be initiated within -30-days of occurrence of the vacancies and completed within 90 days.

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.

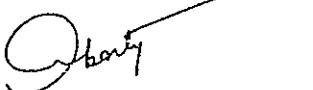
9.7 If any doubt or difficulty arises regarding interpretation of any provisions of this Settlement and in relation to the referred other Settlements, such doubt or difficulty shall be discussed between 'the Bank' and 'the Federation' with a view to resolving it.

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SIGNATURES OF THE PARTIES:

FOR 'THE BANK'

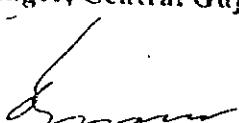

Shri Gurudas Chakrabarty,
General Manager(HRM)

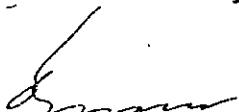

Shri B.L.Naik,
General Manager, Greater Mumbai Zone


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


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

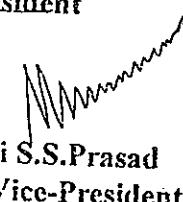

Shri S.C.Kasliwal,
Dy.General Manager, Eastern U.P. Zone

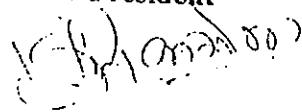

Shri R.K.Garg,
Dy.General Manager, Central Gujarat Zone


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

FOR 'THE FEDERATION'

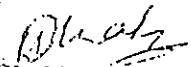

Shri R.C.Trivedi
President


Shri S.S.Prasad
Sr.Vice-President


Shri Vinil Saxena
Vice-President


Shri Naresh Chaddha
Vice-President

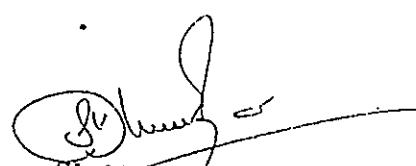

Shri K.Janardhana Thunga
Vice-President

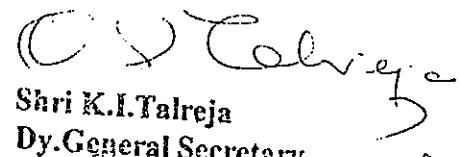

Shri M.J.Shah
Vice-President

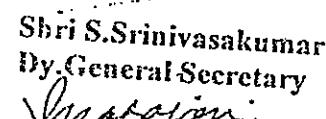

Shri Milind Nadkarni
General Secretary

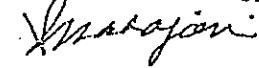
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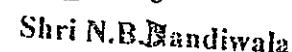

Shri B. Kailash Shankar
Chief Manager (Personnel)

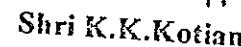

Shri K. I. Talreja
Dy. General Secretary


Shri S. Srinivasakumar
Dy. General Secretary

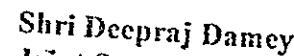

Shri V. P. Mahajan

Treasurer

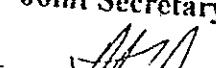

Shri N. B. Bandiwala
Asst. Treasurer


Shri K. K. Kotian
Joint Secretary

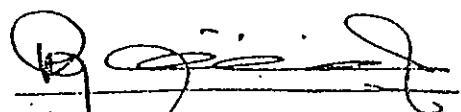

Shri Ashok Varma
Joint Secretary


Shri Deepraj Damey
Joint Secretary

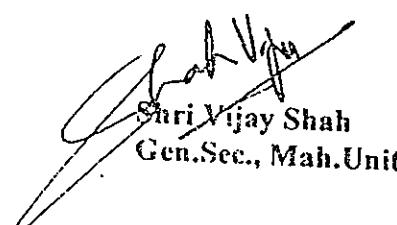

Shri H. M. Patel
Joint Secretary


Shri R. K. Jain
Joint Secretary

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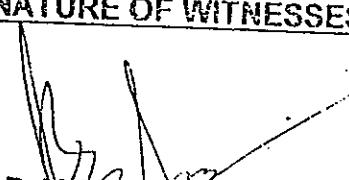


Shri R.G.Naik
Joint Secretary



Shri Vijay Shah
Gen.Sec., Mah.Unit

SIGNATURE OF WITNESSES:



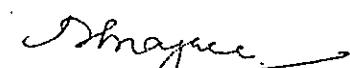
Shri P. V. Varghese
Senior Manager
(Personnel)



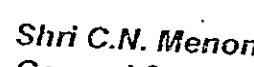
Shri P.G.M. Panicker
General Secretary
M.P. Unit



Shri K. C. Pati
Senior Manager
(Personnel)



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.

बैंक ऑफ बडौदा

(प्राधान कार्यालय : मांडवी, बडौदा)

केन्द्रीय कार्यालय :

प्राधान रांगाधन प्रबंधन विभाग

3, वालेन्ट ट्रीयार्ट गार्ड, गोलावडी मार्ग, मुंबई - 400 061

दूरध्वानी : 261 0341 (राजामग)

फैक्स : 261 4565

ईमेल : bobcpd@bom5.vsnl.net.in

बैंक के आपूर्ति
वांचल कार्यालय, बडौदा
आधिकारी :
.....

16 MAY 2001



Bank of Baroda

(Head Office : Mandvi, Baroda)

LP - 4

CENTRAL OFFICE :

Human Resources Management Department

3, Waterland Elphinstone Marg,

Waterland Marg, Mumbai - 400 061

Tel. : 261 0341 (Gen.)

Fax : 261 4565

E-mail: bobcpd@bom5.vsnl.net.in

क्र. / No.

CO:PD:KCP:M-12/2015

दिनांक / Date

May 9, 2001

SIM (PA)
16/5

LETTER TO ALL ZONAL AUTHORITIES

Dear Sir,

Re : Settlement to modify criteria for selection to posts carrying Special Allowances- 2001 dated March 18, 2001 – Ineligibility for posts carrying Special Allowance -Clarification.

Reference is requested to Clause 9.2 of the captioned Settlement which provides that refusal to accept the offer of assignment of duties of Asst. Head Cashier/ Head Cashier Category 'E', 'C', 'A' and Teller 'A' or 'B' would make that workmen ineligible for receipt of that 'pay' (allowance) and also higher categories of Head Cashier 'pay' (allowance) in terms of Clause 7.2(a) and 7.2(b) of the Settlement dated 18 April 1984 for a period of two years.

In this connection we have been receiving queries from various Zones as to whether the above referred Clause 9.2 will also be applicable to assignment of duties of Computer Operator, Special Assistant etc.

With a view to maintain uniformity, it has now been decided that Clause 9.2 of the captioned Settlement shall be applicable to all assignments of duties carrying special pay (allowance).

We request you to take a careful note of the above for guidance.

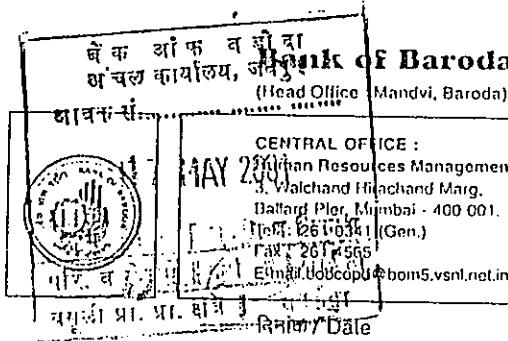
Yours faithfully,

GENERAL MANAGER
(HRM)

बैंक ओफ बडोदा

(प्राप्ति संस्थान : मांडवी, बडोदा)

कंट्रोल कार्यालय :
प्राप्ति संस्थान प्रबंधन मिशन
3, वातांग फैसलांद मार्ग, मैतांग गिर, गुजरात - 400 001.
कॉर्पोरेशन : 261 0341 (ग्रामान्वय)
फॉन्स : 261 4565
ईमेल : bobcpd@bom5.vsnl.net.in



क्र. / No.

CO:PD:KCP:M-12/2062

May 11, 2001

LETTER TO ALL ZONAL AUTHORITIES

Dear Sir,

Re : Settlement to modify criteria for selection to posts carrying Special Allowances- 2001 dated March 18, 2001 Clarification.

1. We have received queries from certain Zones with regard to the procedure for assignment of duties of Head Cashier Category "C" in Category (A) Branches, particularly the branches from which the applications to be invited from eligible cash clerk for such assignment.
2. The doubt or difficulty has arisen on account of the words "in the State or Administrative Region, whichever is smaller" incorporated in the Sub-clause (i) under the heading "Identification in Category (A) Branches" in Clause 6.1 of the aforesaid Settlement.
3. To remove the doubt or difficulty in interpretations, the matter was discussed with the All India Bank of Baroda Employees' Federation (recognized) in the meeting held on 17th and 18th April, 2001 and an MOU has been signed to delete the words "in the State or Administrative Region, whichever is smaller" from Sub-clause (i) under the heading "Identification in Category (A) Branches" in Clause 6.1 of the aforesaid Settlement.
4. The revised Sub-clause (i) under the heading "Identification in Category (A) Branches" in Clause 6.1 of the said Settlement would read as under :
"Bank shall invite applications from amongst eligible cash clerk or clerk whose combined designation includes the designation of cash clerk in Category (A) branches."
5. With the above modification, the branches from where applications shall be invited for filling of the vacancy of Head Cashier Category "C" in Category(A) branches shall be same as it was prior to signing of the aforesaid Settlement dated March 18, 2001.
6. Please take a note of the above for guidance.

Yours faithfully,

GENERAL MANAGER
(IHRM)

SETTLEMENT FOR CRITERIA FOR DETERMINATION
OF AWARD STAFF 2001

DT. 18 MAR 2001

MEMORANDUM OF SETTLEMENT

[Under Sec.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)

NAMES OF 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 Chakrabarty
General Manager (HRM)

Dr K C Chakraborthy
General Manager (Risk Management)

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

Shri S C Kasliwal
Dy Gen Manager (Eastern UP Zone)

Shri T K Krishnan
Dy Gen 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 M J Shah
Vice President

Shri Vinil Saxena
Vice President

Shri Naresh Chaddha
Vice President

Shri Milind Nadkarni
General Secretary

Shri K J Talreja
Deputy General Secretary

Shri S Srinivasakumar
Deputy General Secretary

Shri M N Joshi
Deputy General Secretary

Shri R G Raut
Deputy General Secretary

Shri V P Mahajan
Treasurer

Shri N B Dandiwala
Assistant Treasurer

Shri K K Kotian
Joint Secretary

Shri Ashok Varma
Joint Secretary

Shri A K Jain
Joint Secretary

Shri R G Naik
Joint Secretary

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I. SHORT RECITAL:

- 1.1 As a result of the implementation of Bank of Baroda Employees' Voluntary Retirement Scheme 2001 (BOBEVRS-2001), the staff strength of the Bank is being reduced. With a view to ensure smooth functioning of the Bank and to ensure maintenance of customer services, it has become necessary to evolve criteria for Redeployment of Award Staff at different levels.
- 1.2 Therefore, negotiations were held with the recognized All India Bank of Baroda Employees' Federation as required under the Settlement dated 1st September 1973, and the following Settlement has been arrived at.

II. TERMS OF SETTLEMENT:

2.1 This Settlement shall be called "Settlement for Criteria for Redeployment of Award Staff- 2001."

2.2 This Settlement shall come into force with immediate effect. This will be without prejudice to other existing guidelines of job rotation/placement/ transfer of Award Staff employees and filling up vacancies carrying Special Pay arising out of implementation of BOBEVRS 2001.

2.3 Extent & Scope Of Redeployment:

- I. Redeployment of clerical staff will be upto a distance of 100 kms., within the administrative region or State, whichever is geographically smaller in area.
- II. In respect of Regions whose operational area is within one city/metropolitan area, then the redeployment would be either within the administrative region in the city/metropolitan area and/or to the adjoining Regions within the Zone, within the distance criterion of 100 kms. However, in respect of lady employees, the distance criterion would be 25 kms.

2.4 Criteria for Identification of Staff for Redeployment:

Identification of staff for redeployment would be from amongst the junior-most employees in the ascending order of seniority in a particular city/town/place, excluding those who are transferred to a particular city/town/place within the last 3- years. However, in respect of identification of staff drawing Special Pay on regular basis, the same would be on the above basis among employees drawing same category of Special Pay.

2.6 Period of Redeployment & Retransfer:

The period of redeployment under this Settlement for an employee would generally be for a period not exceeding -3- years and consideration of retransfer to the original city/town/place of posting of these employees, would be done by following the process of redeployment as above, to the extent of number required for retransfer.

2.6 Providing Housing Accommodation:

Employees, who are deployed at the Bank's instance (other than those identified and posted in Special Pay carrying posts in terms of the existing Settlements) and who are required to reside at the place of posting, due to redeployment, shall be entitled to rent reimbursement against production of rent receipts, upto a maximum of 150% of HRA drawn by him immediately prior to his redeployment, subject to recovery of 2.5% of the first stage of the Scales of Pay as provided under the Bipartite Settlement. This facility will cease on re-transfer to their original places of posting and change of posting arising out of request transfer.

2.7 Exemption:

Following categories of employees would be exempted from the purview of redeployment under this Settlement:

- I. Widows
- II. Women-employees, who are 45 years of age or more.
- III. Male employees who are 52 years of age or more.
- IV. Physically handicapped employees as per Government guidelines.

However, this exemption will not be applicable for redeployment within the city/metropolitan/town/place.

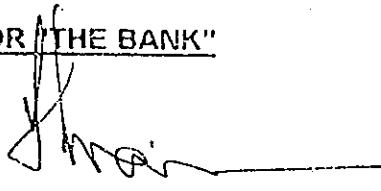
III. If any doubt regarding interpretation or any difficulty in implementation of any provision of this Settlement arises, such doubt or difficulty shall be discussed between the Bank and the Federation with a view to resolving it.

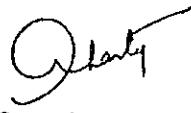
IV.

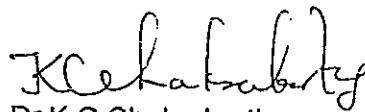
- a) **IT WAS MUTUALLY AGREED** by the Bank and the Federation for introduction of Officiating Allowance to Clerical Staff under Clause 9.11(a) of Bipartite Settlement dated 19.10.1966 as amended from time to time.
- b) **IT WAS ALSO MUTUALLY AGREED** that before effecting redeployment, the Bank would invite applications from willing employees for filling up the vacancies arising out of Voluntary Retirement, and after considering such requests, along with pending Inter-zonal Transfer requests, redeployment under this Settlement would be made.

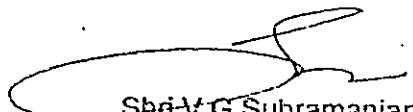
SIGNATURE OF THE PARTIES:

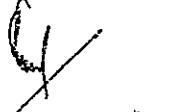
FOR "THE BANK"

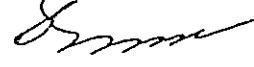

Shri B L Naik
General Manager, Gr. Mumbai Zone

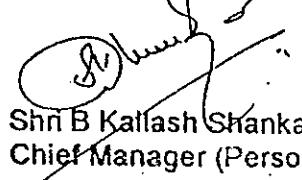

Shri Gurudas Chakrabarty
General Manager (HRM)


Dr K C Chakraborty
General Manager (Risk Management)


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

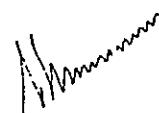

Shri S C Kasliwal
Dy Gen Manager (Eastern UP Zone)

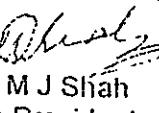

Shri T K Krishnan
Dy Gen Manager (Personnel)

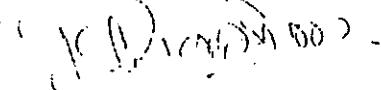

Shri B Kallash Shankar
Chief Manager (Personnel)

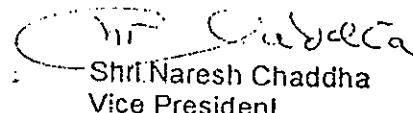
FOR "THE FEDERATION"


Shri R.C. Trivedi
President

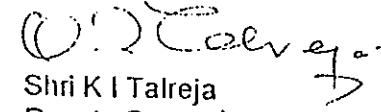

Shri S S Prasad
Senior Vice President

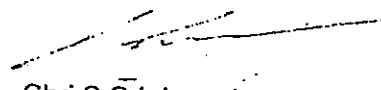

Shri M J Shah
Vice President

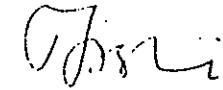

Shri Vinil Saxena
Vice President


Shri Naresh Chaddha
Vice President


Shri Milind Nadkarni
General Secretary


Shri K I Talreja
Deputy General Secretary


Shri S Srinivasakumar
Deputy General Secretary


Shri M N Joshi
Deputy General Secretary



Shri R G Raut
Doputy General Secretary

Maciej

Shri V P Mahajan
Treasurer

Individual

Shri N B Dandiwala
Assistant Treasurer

Shri K K Kotian
Joint Secretary

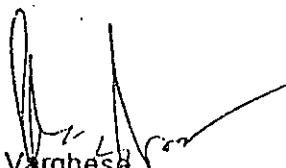
Shri Ashok Varma
Joint Secretary

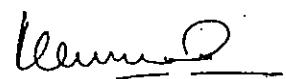
Shri A K Jain
Joint Secretary

Shri R.G. Naik
Joint Secretary

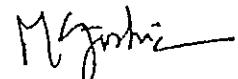
SIGNATURES OF THE WITNESSES:

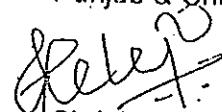

Shri K C Pathi
Senior Manager (Personnel)
Central Office
Mumbai


Shri P V Varghese
Senior Manager (Personnel)
Central Office
Mumbai


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


Shri N P Nayak
General Secretary
Ahmedabad Unit


Shri M M K Joshi
General Secretary
Punjab & Chandigarh Unit


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

FUNCTIONS - 2000

Dt. 8 SEPT 2000

MEMORANDUM OF SETTLEMENT

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

BETWEEN

BANK OF BARODA

(Central Office, Mumbai)

AND

**ALL INDIA BANK OF BARODA
EMPLOYEES' FEDERATION**

(Central Office, Mumbai)

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

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 K.K.Pandey,
General Manager
(Human Resources Management)
2. Shri T.K.Krishnan,
Dy.General Manager (Personnel)
3. Shri B.Kailash Shankar,
Chief Manager(Personnel)

AND

All India Bank of Baroda Employees' Federation

Represented by :

1. Shri R.C. Trivedi,
President
2. Shri Vinil Saxena,
Vice-President
3. Shri Milind Nadkarni
General Secretary
4. Shri K.I.Talreja
Dy. General Secretary,
5. Shri S.S.SrinivasaKumar
Dy. General Secretary
6. Shri V.P.Mahajan,
Treasurer
7. Shri N.B.Dandiwala,
Asst. Treasurer
8. Shri S.S. Joshi,
Joint Secretary
9. Shri K.K.Kotian,
Joint Secretary
10. Shri Deepraj Damey,
Joint Secretary
11. Shri Ashok M. Verma,
Joint Secretary
12. Shri Vijay Shah,
General Secretary
Maharashtra Unit

1.0. SHORT RECITAL :

- 1.1 *WHEREAS* Settlement on Policy for Promotion from Clerical to Officers' Cadre - 1994 (*hereinafter referred to as '1994 Settlement'*) was signed on 02.11.1994 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 *AND WHEREAS* 'the Bank' and 'the Federation' having perceived the intense competition from other banks and financial institutions as a result of opening up of the economy, felt the necessity of extensive use of technology for optimum utilisation of manpower.
- 1.3 *AND WHEREAS* need was felt to tap the internal skill resources for meeting the Bank - specific needs in the area of Information Technology..
- 1.4 *THEREFORE* negotiations were held with the recognised All India Bank of Baroda Employees' Federation as required under the Settlement dated 1st September, 1973 and the following Settlement has been arrived at.

2.0 TERMS OF SETTLEMENT :

- 2.1 *This Settlement shall be called "Promotion of Clerical Staff as Officer for IT Functions - 2000", in general category.*
- 2.2 *This Settlement shall be for a one-time promotion exercise.*
- 2.3 *"Active service" would have the same meaning as defined in Clause 5.1 of 'the 1994 Settlement'.*
- 2.4 *Clause 16 and 18 of 'the 1994' Settlement would apply to promotion exercise held under this Settlement.*

2.5 There shall be two channels of Promotion under this Settlement from clerical cadre to officers' cadre as under :

- (a) Computer Operator Channel; *and*
- (b) Merit Channel.

2.6 The vacancies in the above Channels would be in the ratio of 1 : 1.

2.7 Bank shall invite applications from eligible clerical staff, duly indicating the number of vacancies under each Channel. A clerical staff who is eligible under both the channels shall clearly exercise his option either for Computer Operator channel or Merit channel and, such option once exercised shall be irrevocable. No clerical staff shall opt for both the channels at a time.

2.8 In the event of non-availability of sufficient number of successful candidates in any channel to fill the required number of vacancies, those vacancies would be filled from the merit list, in descending order, of eligible candidates of the other channel who are successful in the exercise but not promoted for reason of insufficient vacancies in that channel.

3.0 ELIGIBILITY CRITERIA :

3.1 *Computer Operator Channel :*

- (i) Subject to sub-clause (ii) of this clause, a permanent Computer Operator shall be eligible to apply for promotion under this channel.
- (ii) Age Limit : Maximum 50 years.

3.2 *Merit Channel :*

- (i) *Subject to sub-clauses (ii) and (iii) of this clause, a permanent clerical staff with minimum of 2 years active service in the clerical cadre shall be eligible to apply for promotion under this channel.*
- (ii) *Age Limit : Maximum 40 years.*
- (iii) *Minimum Qualification : The candidate should be -*
 - (a) *α graduate/Post Graduate with Degree/Diploma/ Certificate (Course not less than 6 months on continuous basis) in computer/ Information Technology related subjects from University / Institute recognised by the Government of India / State Government/ All India Council of Technical Education/ Institutes recognised by the Bank;*

OR

- (b) *α Graduate/ Post Graduate in Computer/ Information Technology related Courses.*

4.0 SELECTION PROCEDURE :

4.1 WRITTEN TEST :

All eligible candidates under both the channels shall have to appear in Written Test which will be in two parts as under :

Part I - 40 Marks

Aptitude Test, which shall carry 40 marks and will be common to both the Channels.

Part II - 30 Marks

- (i) Computer Operators Channel : Trade Test covering day to day Computer Operation in Branches, Hardware/ Software Packages in use in our Bank, common day to day problems arising in computerised environment.
- (ii). Merit Channel : Trade Test covering knowledge on Computers, its applications etc. in banking environment.

The minimum qualifying marks in the Written Test shall be 32 marks (aggregate of Parts I & II) out of 70.

4.2 INTERVIEW:

- (i) Separate lists for Computer Operator and Merit channel of candidates successful in the Aptitude Test, i.e. who secure 32 or more marks in the Aptitude Test, shall be prepared in the descending order of marks secured by them and from the said list eligible candidates in the ratio of 1:5 (i.e. for every one vacancy, five candidates) shall be called for interview.
- (ii) The Bank shall constitute interview panel/panels for interviewing such candidates eligible for interview. In case candidates eligible for interview are not available in the ratio of 1:5 under any channel, the Bank shall call all candidates successful in the written test under that channel..
- (iii) The interview shall carry 30 marks. The minimum qualifying marks in the interview shall be 12 marks out of 30 marks.

5.0 DECLARATION OF PROMOTIONS :

- 5.1 *After the interviews are over, separate merit lists of the eligible successful candidates for Computer Operator channel and Merit channel shall be prepared by aggregating the marks secured by them in written test and interview. Promotions shall be declared from the said merit lists in the descending order of merit to the extent of vacancies in each channel in terms of clause 2.5 and 2.6 above.*
- 5.2 *A waiting list upto 10% of the declared vacancies would be kept for filling up vacancies arising within one year on account of refusal of promotion/ reversion to clerical cadre under this exercise, within a period of one year from the date of declaration of results.*
- 5.3 *After declaration of promotion under this Settlement, the Bank shall within two months thereof, communicate in writing to all who participated in the promotion exercise, the marks secured by them in the Written Test and Interview, if applicable.*
- 5.4 *A copy of the list of promotions declared by the Bank under this Settlement shall be furnished to the Federation on the same day.*

6.0 SPECIAL PROVISION:

- 6.1 *Notwithstanding the above provisions, Bank may decide to promote, in its discretion, confirmed full time employees in clerical cadre for their proven excellence in computer related performance but who are otherwise ineligible for promotion under this Settlement. Such promotions shall not exceed five in any promotion exercise held under this Settlement.*
- 6.2 *For consideration of promotion under this Clause, the Bank may constitute a panel of senior executives, which shall take steps as may be required to for the purpose.*

7.0 GENERAL:

7.1 *No* provision of this Settlement shall supersede Settlement on Policy for Promotion from Clerical to Officers' Cadre - 1994 dated 02.11.1994.

7.2 *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 resolving it.

SIGNATURE OF PARTIES

For BANK OF BARODA

1. Shri K.K. Pandey
General Manager
(Human Resources Management)

2. Shri T.K. Krishnan,
Dy. General Manager
(Personnel)

3. Shri B.Kailash Shankar
Chief Manager
(Personnel)

For All India Bank Of Baroda
Employees' Federation

1. Shri R.C.Trivedi,
President

2. Shri Vinil Saxena
Vice-President

3. Shri Milind Nadkarni
General Secretary

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

5. Shri S. Srinivasa Kumar
Deputy General Secretary

S. Srinivasa Kumar

6. Shri V.P. Mahajan
Treasurer

7. Shri K.K. Kotian
Joint Secretary

8. Shri Deepraj Damey,
Joint Secretary

9. Shri Ashok M. Varma,
Joint Secretary

10. Shri Vijay Shah,
*Gen. Secretary,
Maharashtra Unit*

WITNESSES

1. Shri Kishore Chandra Pati,
Senior Manager (Personnel)

1. Shri N.B. Dandiwala,
Asst. Treasurer

Himanshu Karia

2. Shri Himanshu Karia
Senior Manager (Personnel)



2. Shri S.S. Joshi,
Joint Secretary

**DATED THIS DAY AT BANK OF BARODA, CENTRAL OFFICE,
MUMBAI ON 8 SEPTEMBER, 2000.**

CC: The Secretary to the Government 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.

CHANGE OF NOMENCLATURE PPA LU PPP
Dt. 2 AUG 2000

A SHORT SETTLEMENT BETWEEN THE MANAGEMENT OF BANK
OF BARODA AND THE recognized ALL INDIA BANK OF BARODA
EMPLOYEES' FEDERATION.

WHEREAS the Settlement dated 31 October 1992 and the Settlement on Computerisation (Amendment) - 2000 dated 17 January 2000 were signed between Bank of Baroda and the All India Bank of Baroda Employees' Federation providing for computerisation of branches/offices. It also provided for payment of Permanent Personal Allowance (PPA) to those award staff members who were in Bank's permanent service as on 31 October 1993.

WHEREAS clause 10.4 of the above Settlement dated 31 October 1992 and clause 4.0 of the above said Settlement dated 17 January 2000 contemplated that PPA shall stand modified/amended by any other subsequent Bipartite Settlement.

AND WHEREAS the Terms of Settlement incorporating the Seventh Bipartite Settlement was signed at the industry level on 27 March 2000.

WHEREAS clause 6 of the said Seventh Bipartite Settlement dated 27 March 2000 stipulates that Allowances which are in the nature of Pay attracting Dearness Allowances and ranking for superannuation benefits shall take the nomenclature 'PAY' instead of 'ALLOWANCE'.

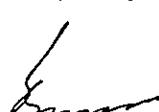
Now THEREFORE it is hereby agreed between Bank of Baroda and the recognized All India Bank of Baroda Employees' Federation that henceforth, the said Permanent Personal Allowance (PPA) shall be known as PERMANENT PERSONAL PAY (PPP) and wherever, the words PPA appear in the above said Settlements, the same shall be read as PPP.

Contd...2

SIGNATURE OF THE PARTIES

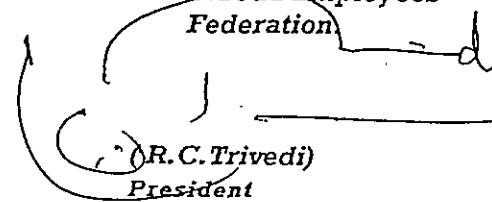
For Bank Of Baroda


(K.K. Pandey)
General Manager
(HRM)

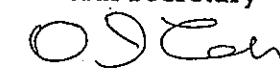

(T.K. Krishnan)
Deputy Gen. Manager
(Personnel)

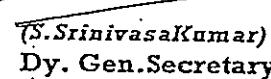

(B.K. Kailash Shankar)
Chief Manager
(Personnel)

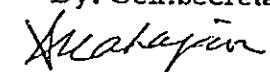
For All India Bank of
Baroda Employees'
Federation

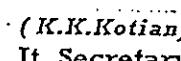

(R.C. Trivedi)
President

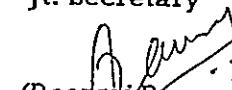

(Milind Nadkarni)
General Secretary

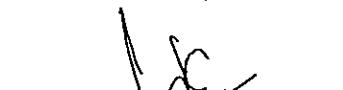

(K.I. Talreja)
Dy. Gen. Secretary


(T.S. Srinivasa Kumar)
Dy. Gen. Secretary


(V.P. Mahajan)
Treasurer


(K.K. Kotian)
Jt. Secretary


(Deepraj Dameray)
Jt. Secretary


(Kishore Chandra Pati)
Sr. Manager (Personnel)

WITNESSES:


(V.B. Ramachandran)
Jt. Secretary, BOBEU,
Mumbai & Thane Dist.

DATED: 02 August, 2000
PLACE: MUMBAI

~~CAT. 'E' AT CURRENCY CHESTS TYPE A & TYPE B AND
HEAD CASHIER CAT. 'C' AT EXT. COUNTERS - 2000~~

MEMORANDUM OF SETTLEMENT

Dt. 17 JAN 2000

(Under Section 2(p) read with section 18 (1) of the Industrial
Disputes Act, 1947 and 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.

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 K.K.Pandey,
General Manager
(Human Resources Management)

2. Shri T.K.Krishnan,
Asst.General Manager (Personnel)

3. Shri B.Kailash Shankar,
Chief Manager(Personnel)

AND

....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 S. Srinivasakumar,
Deputy General Secretary

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

6. Shri Vinil Saxena,
Vice President

7. Shri Shrinivas Joshi
Joint Secretary

8. Shri V. P. Mahajan,
Treasurer

9. Shri V. V. Shah,
General Secretary, Maharashtra Unit

10. Shri Ashok Varma
Joint Secretary

11. Shri K. K. Kotian
Joint Secretary

12. Shri Deepraj Damey
Joint Secretary

13. Shri N. B. Dandiwala
Joint Treasurer

....3....

1. SHORT RECITAL :

- 1.1 *WHEREAS* Settlement on 'Other Issues' was signed on 3rd October, 1978 (hereinafter referred to as 'the 1978 Settlement') by the Bank of Baroda (hereinafter referred to as 'the Bank') and the recognized All India Bank of Baroda Employees' Federation (hereinafter referred to as 'the Federation').
- 1.2 *AND WHEREAS*, another Settlement titled ' the 1978 Settlement (Amendment) - Criteria for assignment of duties of Head Cashier Category 'E' at certain branches and Head Cashier Category "C" at Currency Chests - 1991' (hereinafter referred to as '1991 Settlement') was signed on 16th February, 1991 by 'the Bank' and 'the Federation' partially amending the 'the 1978 Settlement'.
- 1.3 *AND WHEREAS*, the ' 1991 Settlement ' governs the criteria for assignment of duties of Head Cashier Category "E" in branches classified as large branches, very large branches and exceptionally large branches and criteria for assignment of duties of Head Cashier Category "C" at Currency Chests.
- 1.4 *AND WHEREAS*, during the structured meetings held with the Federation, it was felt that Head Cashier Category "E" should be identified for Currency Chests Type 'A' and Type 'B' instead of the present Head Cashier Category "C" in view of the scope of operations of these Currency Chests .
- 1.5 *AND ALSO WHEREAS* during the structured meetings the need was expressed to post Head Cashier Category "C" at the Extension Counters for the convenience of the customer /banking public and also looking to the extent and nature of work at Extension Counters.
- 1.6 *WHEREAS*, it was felt that an amendment to the '1991 Settlement' was required to make provisions for assignment of duties of Head Cashier "E" in category (A) branches when eligible Head Cashier Category "C" at a city/town/place is not available or is ineligible or if available is unwilling for assignment of duties of Head Cashier Category "E".
- 1.7 *AND THEREFORE*, negotiations were held on various dates between 'the Bank' and 'the Federation' as required under the Settlement dated 1st September, 1973 and the following Settlement has been arrived at:

CONTD.4.

2. TERMS OF SETTLEMENT:

- 2.1 This Settlement shall be called ' 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 '.
- 2.2 It shall come into force with immediate effect i.e. from the date of this Settlement.
- 2.3 This Settlement shall govern :-
 - (a). Criteria for assignment of duties of Head Cashier Category "E" at Currency Chests Type 'A' and Type 'B' and,
 - (b). Criteria for assignment of duties of Head Cashier Category "C" at the Extension Counters.
 - (c). Criteria for assignment of duties of Head Cashier Category "E" in category (A) branches in the absence of Head Cashier Category "C" at the city /town/place or when the available Head Cashier Category "C" is ineligible or is available but is unwilling for assignment of duties of Head Cashier category "E".

3. CRITERIA FOR ASSIGNMENT OF DUTIES OF HEAD CASHIER CATEGORY "E" AT CURRENCY CHESTS TYPE 'A' AND TYPE 'B':

- 3.1 In partial modification of clause 5.1 of ' the 1991 Settlement ', it is agreed that subject to terms and conditions stated hereinbelow, assignment of duties of Head Cashier category "E" shall be made at the Currency Chests Type 'A' and Type 'B'.
- 3.2 In the Currency Chests Type 'A' and Type 'B' where a Head Cashier Category "E" is required to be posted under this Settlement, no Head Cashier Category "C" shall be posted. Moreover, if in such Currency Chests Type 'A' and Type 'B' a Head Cashier Category "E" is already posted as on date of this Settlement, additional Head Cashier Category "E" under this Settlement shall not be posted.

CONTD.5.

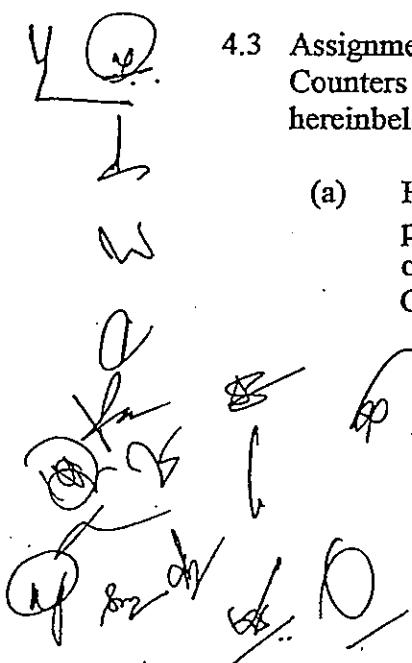
3.3 The following shall be added to clause 4.2 (1) of 'the 1991 Settlement'.

" WHERE no Head Cashier Category "C" is available in Category (A) branches or the available Head Cashier category "C" is ineligible or is available but is unwilling, the assignment of duties of Head Cashier Category "E" will be made to the seniormost eligible permanent cash clerks or clerks whose combined designation includes 'cash clerk' working in the city / town / place where such vacancy occurs. Seniority for this purpose shall be reckoned in terms of clause 4.4 of the said '1991 Settlement'."

4. **CRITERIA FOR ASSIGNMENT OF DUTIES OF HEAD CASHIER CATEGORY "C" AT EXTENSION COUNTERS:**

- 4.1 In partial modification of clause 7.1 of the 1978 Settlement it is agreed that subject to terms and conditions stated hereinbelow, assignment of duties of Head Cashier Category "C" shall be made at the Extension Counters attached to the branches .
- 4.2 In the Extension Counters where a Head Cashier Category "C" is required to be posted under this Settlement, no other Head Cashier/Asst. Head Cashier shall be posted. Moreover, if in such Extension Counters, Head Cashier Category "C" or any higher Category Head Cashier is already posted as on date of this Settlement, additional Head Cashier Category "C" shall not be posted.
- 4.3 Assignment of duties of Head Cashier Category "C" at the Extension Counters referred to in Clause 4.1 above, shall be made in the manner stated hereinbelow:
 - (a) Head Cashier Category "A" or Asst. Head Cashier if any, who are presently working on permanent basis at the Extension Counters as on date of this Settlement, shall be assigned the duties of Head Cashier Category "C".

CONTD.6.



(b) If there is no permanent Head Cashier Category "A" or Asst. Head Cashier at the Extension Counters on the date of this Settlement, the vacancy of Head Cashier category "C" would be filled in terms of Clause 7.5 of the '1978 Settlement' as amended by the 'the 1984 Settlement'.

(c) The vacancy of Head Cashier category "C" that would arise in future in terms of clause 4.1 above would be filled up in terms of clause 7.5 of the ' 1978 Settlement ' as amended by the ' 1984 Settlement '.

5. GENERAL :

5.1 The provisions of ' the 1978 Settlement ' and ' the 1991 Settlement' shall stand amended to the extent mentioned hereinabove.

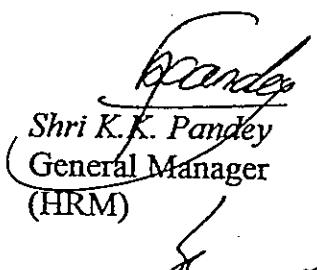
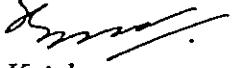
5.2 The Bank shall have the right to supersede a senior employee for assignment of duties of special allowances for good and cogent reasons in terms of the principles laid down under paragraph 529 of the Sastry Award.

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

5.4 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.

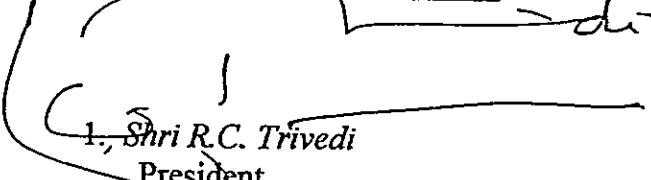
SIGNATURE OF THE PARTIES

Representing 'the Bank'

1. 
Shri K.K. Pandey
General Manager
(HRM)


2. Shri T.K. Krishnan
Asst. General Manager(Personnel)

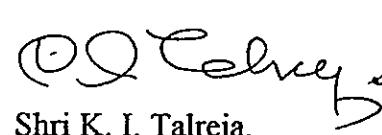
Representing 'the Federation'

1. 
Shri R.C. Trivedi
President

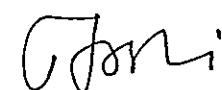
2. 
Shri Milind Nadkarni
General Secretary

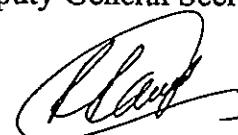
CONTD.7


Shri B. Kailash Shankar,
Chief Manager (Personnel)

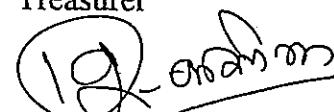

Shri K. I. Talreja,
Deputy General Secretary


Shri S. Srinivasakumar,
Deputy General Secretary


Shri M. N. Joshi,
Deputy General Secretary


Shri R. G. Raut,
Deputy General Secretary


Shri V. P. Mahajan,
Treasurer


Shri Vinil Saxena,
Vice President


Shri Janardhan Tunga,
Vice President


Shri Naresh Chaddha,
Vice President

CONTD...8

Shri M. J. Shah,
Vice President

Shri Shrinivas Joshi,
Joint Secretary

Shri A. K. Jain,
Joint Secretary

Shri R. G. Naik,
Joint Secretary

Sanjay Kumar

Shri Sanjay Kumar
Joint Secretary

Shri M. R. Mishra
Central Committee Member

WITNESSESS

E.P. Martis
Shri E. P. Martis,
Ag. Chief Manager
(Personnel)

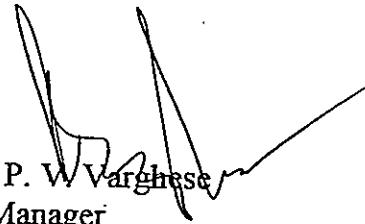
K.C. Pati
Shri K. C. Pati,
Sr. Manager
(Personnel)

V.V. Shah
Shri V.V. Shah,
General Secretary,
Maharashtra Unit

P.G.M. Panicker
Shri P.G.M. Panicker,
Gen. Secretary, M.P. Unit

CONTD..9

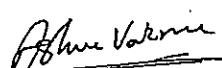

Shri K. J. John
Sr. Manager
(Personnel)


Shri P. W. Varghese
Sr. Manager
(Personnel)


Shri C. B. Raju,
Gen. Secretary, A.P. Unit

Shri N.P.Nayak,
Gen. Secretary,
Ahmedabad Unit


Shri G. S. Suresh Pai,
Gen. Secretary, Kerala Unit


Shri Ashok Varma,
Joint Secretary


Shri K. K. Kotian
Joint Secretary


Shri Deepraj Damey,
Joint Secretary


Shri N. B. Dandiwala,
Joint Treasurer

Date: 17th January, 2000

Place: Mumbai

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

~~2000~~

18. 1. 2000

DT. 17. 1. 2000

MEMORANDUM OF SETTLEMENT

(Under Section 2(p) read with section 18 (1) of the Industrial Disputes Act, 1947 and 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 .

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 K.K.Pandey,
General Manager
(Human Resources Management)

2. Shri T.K.Krishnan,
Asst.General Manager (Personnel)

3. Shri B.Kailash Shankar,
Chief Manager(Personnel)

AND

....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 S. Srinivasakumar,
Deputy General Secretary
5. Shri M. N. Joshi,
Deputy General Secretary
6. Shri Vinil Saxena,
Vice President
7. Shri Shrinivas Joshi
Joint Secretary
8. Shri V. P. Mahajan,
Treasurer
9. Shri V. V. Shah,
General Secretary, Maharashtra Unit
10. Shri Ashok Varma
Joint Secretary
11. Shri K. K. Kotian
Joint Secretary
12. Shri Deepraj Damey
Joint Secretary
13. Shri N. B. Dandiwala
Joint Treasurer

1.0 SHORT RECITAL

1.1 *WHEREAS* a Settlement dated 6 September 1989 (*hereinafter referred to as '1989 Settlement'*) was signed between Bank of Baroda (*hereinafter referred to as 'the Bank'*) and the recognized All India Bank of Baroda Employees' Federation (*hereinafter referred to as 'the Federation'*) governing the criteria for selection of clerical staff members for operating ALPMs/AEAMs, Encoders and Data Entry Machines.

1.2 *AND WHEREAS* another Settlement dated 31 October 1992 (*hereinafter referred as '1992 Settlement'*) was signed between '*the Bank*' and '*the Federation*' on various aspects of computerization including selection of computers and their functions, workload, duties and responsibilities of Machine operators. The '*1992 Settlement*' continues to be in operation till it is replaced by a fresh Settlement.

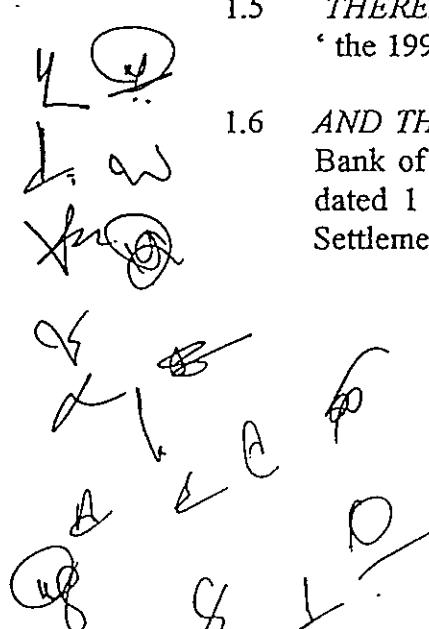
1.3 *AND WHEREAS* in the context of the highly competitive environment in the banking industry, increasing demands and expectations of the clientele, changing business requirements and also continuous upgradation of technology, it has become essential to explore ways and means to adapt to the emerging banking scenario.

1.4 *AND WHEREAS* '*the Bank*' and '*the Federation*' having perceived the multiplying competition from other banks and financial institutions as a result of opening up of the economy, felt the necessity to computerize maximum branches/offices for customer convenience. It was also felt that introduction of technology wherever needed is a must for optimum utilization of manpower and to bring optimum level of business operations under computerisation.

1.5 *THEREFORE* need was felt to carry out certain immediate amendments to '*the 1992 Settlement*'.

1.6 *AND THEREFORE* negotiations were held with the recognized All India Bank of Baroda Employees' Federation as required under the Settlement dated 1 September 1973 and the following amendments to the aforesaid Settlements have been arrived at.

CONTD.4.



2.0 TERMS OF SETTLEMENT

2.1 This Settlement shall be called "Settlement on Computerisation (Amendment) - 2000".

2.2 It shall come into force with immediate effect i.e. from the date of this Settlement.

2.3 This Settlement shall govern the criteria for upgradation of the existing permanent ALPM/AEAM Operators and selection and posting of Computer Operators, enhanced special allowance and payment of Permanent Personal Allowance (PPA) to the award staff employees who joined Bank's service between 22 September 1992 and 31 October 1993 (both days inclusive).

2.4 In supersession of Clauses 2.1 and 2.4 of the ' 1992 Settlement ' the Bank may fully or partially computerize the functions of its branches and offices in any Metropolitan, Urban, Semi-urban and Rural area as per its need.

2.5 There will be one Computer Operator for every computer/terminal with effect from 1 July 1998 i.e. in the man-machine ratio of 1:1. It is distinctly understood that Computer Operators will be identified for such Computers/Terminals where the duties require input of, analyzing and computing the data, generation and retrieval of data/information.

2.6 The ALPM/AEAM Operators drawing special allowance on permanent basis as on 1 July 1998 shall be upgraded as Computer Operators and shall be paid special allowance of Rs. 410/- per month with effect from 1 July 1998 or from a subsequent date of their regular assignment, as the case may be.

Note: It is understood that, where against permanent post/s of ALPM/AEAM operators in a branch/office existing prior to 1 July 1998 temporary assignments were made and continued/continuing after 1 July 1998 such temporary assignees shall be eligible for difference in the special allowance between ALPM/AEAM Operator and Computer Operator on pro-rata basis for the period of such temporary assignment with effect from 1 July 1998 or from a subsequent date, as the case may be.

CONTD.5.

Handwritten signatures and initials are present on the left side of the page, including a large 'W' at the top, 'A', 'B', 'C', 'D', 'E', 'F', 'G', 'H', 'I', 'J', 'K', 'L', 'M', 'N', 'O', 'P', 'Q', 'R', 'S', 'T', 'U', 'V', 'W', 'X', 'Y', 'Z', and 'A' at the bottom.

2.7 The vacancies of Computer Operators arising on or after 1 July 1998 shall be filled in by re-deployment of existing Computer Operators within the place / city / town in the manner given herein below:

- (a) The Computer Operators upgraded in terms of Clause 2.6 above shall be arranged in the order of seniority reckoned on the basis of permanent assignment of duties of ALPM/AEAM Operators on city-wise seniority as on 1 July 1998. Where two or more operators were assigned the special allowance duties on the same date, their inter-se seniority would be reckoned in terms of the Settlement on Other Issues (Amendment) 1984 dated 18 April 1984;
- (b) In order of seniority rank as in (a) above, one Computer Operator will be entrusted to one computer/terminal subject to Clause 2.5 above;
- (c) The surplus Computer Operators arrived at as on 1 July 1998 would be absorbed against regular vacancies arising on or before 31 August 2000;
- (d) The surplus Computer Operators who could not be absorbed within the said period ending 31 August 2000 would thereafter be absorbed in the following ratio :
 - (i) Fifty percent of the vacancies shall be filled in from the surplus Computer Operators and,
 - (ii) Fifty percent of vacancies shall be filled in by fresh assignment of duties of Computer Operators.

Explanation: The first vacancy arising on or after 1 September 2000 in a city/town/place shall be filled in by fresh assignment, the second vacancy by adjustment out of the surplus Computer Operators so left out for absorption, the third vacancy will be filled in by fresh assignment, fourth vacancy by adjustment, and so on and so forth.

CONTD.6.

- (e) The Bank will be free to utilize/deploy the service of the surplus Computer Operators in any branch/office within the same city/town/place as per need till they are adjusted against permanent vacancies.
- (f) The surplus operators would be continued to be paid the enhanced special allowance of Rs. 410/- p.m. Till such surplus Computer Operators are absorbed in the manner stated hereinabove, no temporary special allowance assignments shall be made in their place during the period of their leave/ deputation/training etc. Further, temporary special allowance assignments shall be made only if the number of Computer Operators available is less than the number of Computers/Terminals.
- (g) It is also agreed that no assignment is required to be made when such surplus computer operators cease to be computer operators for any reason whatsoever.

3.0 SELECTION OF COMPUTER OPERATORS:

Subject to other provisions of this Settlement, any vacancy, whether temporary or permanent, of Computer Operators arising hereafter shall be filled in terms of Clauses 4.2 and 4.3 of the '1989 Settlement' except that the words ' ALPM/AEAM Operators ' wherever appearing shall be substituted by the words ' Computer Operators '.

4.0 'The Bank' agrees for payment of Permanent Personal Allowance (PPA) with effect from 1 September 1994 to those permanent award staff members who are workmen and joined Bank's service between 22 September 1992 and 31 October 1993 (both days inclusive). The amount of PPA shall be equivalent to 100% of the next increment immediately due after their date of joining with all attendant benefits such as DA, HRA, CCA etc. It will also rank for PF, Bonus and Gratuity and the same shall stand amended/modified by any subsequent Bipartite Settlement.

CONTD.7.

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5.0 GENERAL

5.1 The conditions of ineligibility for assignment / receipt of special allowance as laid down in Clause 7 of the Settlement dated 18.04.1984 would apply.

5.2 The offer of duties of Computer Operator by the Bank and the acceptance by the workmen shall be done only in 'Proforma A ' and 'B' referred to in Clause 7.4 of the '1989 Settlement ' except that the words 'ALPM /AEAM Operator' wherever appearing shall be substituted by the words ' Computer Operator '. Acceptance of offer in any other form shall constitute refusal of offer with consequential results.

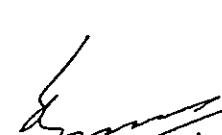
5.3 This Settlement shall supersede all previous understandings / agreements / practice (local, regional, zonal or otherwise) in respect of matters covered under this Settlement.

5.4 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.

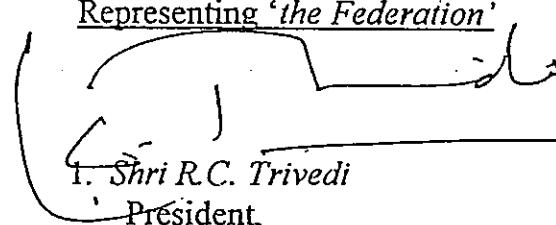
SIGNATURE OF THE PARTIES

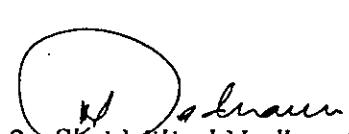
Representing 'the Bank'

1. 
Shri K.K. Pandey
General Manager
(HRM)

2. 
Shri T.K. Krishnan
Asst. General Manager(Personnel)

Representing 'the Federation'


1. Shri R.C. Trivedi
President,


2. Shri Milind Nadkarni
General Secretary

CONTD.8



Shri B. Kailash Shankar,
Chief Manager (Personnel)



Shri K. I. Talreja,
Deputy General Secretary



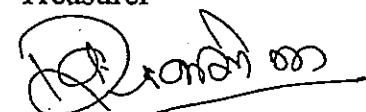
Shri S. Srinivasakumar,
Deputy General Secretary



Shri M. N. Joshi,
Deputy General Secretary



Shri V. P. Mahajan,
Treasurer



Shri Vinil Saxena,
Vice President



Shri Janardhan Tunga,
Vice President



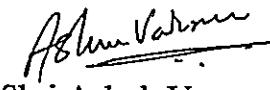
Shri Naresh Chaddha,
Vice President



Shri Shrinivas Joshi,
Joint Secretary

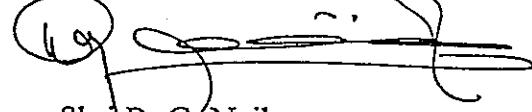
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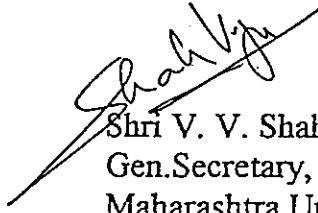

Shri A. K. Jain,
Joint Secretary


Shri Ashok Varma,
Joint Secretary


Shri K. K. Kotian,
Joint Secretary

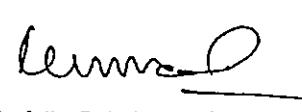

Shri Deepraj Damey
Joint Secretary


Shri R. G. Naik,
Joint Secretary


Shri V. V. Shah,
Gen. Secretary,
Maharashtra Unit

Witnessess:


Shri R. G. Raut,
Deputy General Secretary


Shri P. G. M. Panicker,
Gen. Secretary, M.P. Unit

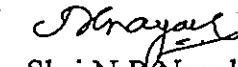

Shri E. P. Martis,
Ag. Chief Manager
(Personnel)

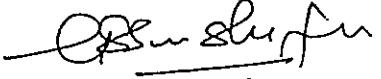

Shri K. C. Pati,
Sr. Manager
(Personnel)


Shri K. J. John
Sr. Manager
(Personnel)

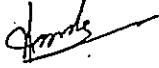

Shri P. V. Varghese
Sr. Manager
(Personnel)


Shri C. B. Raju,
Gen.Secretary,A.P.Unit


Shri N.P. Nayak,
Gen.Secretary,
Ahmedabad Unit


Shri G. S. Suresh Pai,
Gen.Secretary,Kerala Unit


Shri N.B. Dandiwala,
Joint Treasurer


Shri M. R. Mishra
Central Committee Member


Shri Sanjay Kumar,
Joint Secretary

Date: 17th January, 2000

Place: Mumbai

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

MEMORANDUM OF SETTLEMENT **DT.10**
(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

ANC

**ALL INDIA BANK OF BARODA
EMPLOYEES' FEDERATION**
(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. Ratan K. Kapoor
Corporate General Manager
(Bus. Dev., PS & Co-ordination)
2. Shri J.N. Tandon,
Corporate General Manager
(HRM&GA)
3. Shri. S. Sengupta
Asst. General Manager (Personnel)
4. Smt. Jane Harindran,
Chief Manager (Personnel)

A N D**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 S. Srinivasakumar,
Deputy General Secretary.
5. Shri S.S. Prasad,
Senior Vice President.
6. Shri Vinil Saxena,
Vice President.
7. Shri S. A. Anvekar,
Central Committee Member
8. Shri A.K. Sharma,
Central Committee Member.
9. Shri N.P. Nayak,
Central Committee Member.
10. Shri V.R. Degvekar,
General Secretary, Maharashtra Unit

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1. SHORT RECITAL:

1.1 Bank of Baroda (hereinafter referred to as 'the Bank') and the All India Bank of Baroda Employees' Federation (hereinafter referred to as 'the Federation') signed a Settlement dated 16th February, 1991 on Promotion Policy (hereinafter referred to as 'the 1991 Settlement on Promotion Policy'). The said 1991 Settlement on Promotion Policy governs the following :

- a) Internal promotion from clerical cadre to officers' cadre :
- b) Direct recruitment by the Bank to officers' cadre in JMG/S I :
- c) Promotion from subordinate cadre to clerical cadre.

1.2 The 1991 Settlement on Promotion Policy was to remain in force for a period of five years with a provision for review of the policy, if needed, after the expiry of three years from the date of the settlement.

1.3 The changing banking scenario and the working environment of present day banking operations have caused varied demands on the bank and its resources. With a view to meeting the challenges and to fulfil the aspirations of the employees by providing adequate and planned career opportunities, it was felt necessary by 'the Bank' and 'the Federation', to review the existing policy for promotion from clerical cadre to officers' cadre and Subordinate cadre to Clerical cadre.

1.4 Negotiations for a comprehensive Promotion Policy Settlement were held between 'the Bank' and 'the Federation' on various dates from May, 1994 to October, 1994. It was then decided to have separate Settlements on Promotion policy from Clerical cadre to Officers' cadre and from Subordinate cadre to Clerical cadre. Accordingly, a Settlement on Policy for Promotion from Clerical cadre to Officers' cadre was signed on 2nd November, 1994.

1.5 Further negotiations for a Settlement on Promotion policy from Subordinate cadre to Clerical cadre were held between 'the Bank' and 'the Federation' on various dates from January, 1995 to January, 1996 including 8th, 9th and 10th January, 1996.

1.6 Accordingly, a Settlement on Policy for promotion from Subordinate cadre to clerical cadre has been arrived at as appearing hereinbelow.

1.7 In arriving at this Settlement, negotiations were conducted with the All India Bank of Baroda Employees' Federation (recognised), as required under the Settlement dated 1st September, 1973.

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2. TERMS OF SETTLEMENT

2.1 This Settlement shall be called 'Settlement on Policy for promotion from Subordinate cadre to Clerical cadre in India- 1996' and shall supersede the '1991 Settlement on Promotion Policy' so far it relates to the provisions relating to promotion from subordinate cadre to clerical cadre and shall govern only the employees in India on the following :

- a) Internal promotions from subordinate cadre to clerical cadre.
- b) Out of turn promotions from subordinate cadre to clerical cadre.

3. INTERNAL PROMOTIONS FROM SUBORDINATE CADRE TO CLERICAL CADRE

3.1 ELIGIBILITY

Confirmed full time/part-time employees in Subordinate Cadre with the minimum active service mentioned against them as under, shall be eligible to apply for promotion to clerical cadre.

(A) Full time confirmed employees in the subordinate cadre who have passed graduation/post graduation from a recognised university, while in service including temporary service, if any. - No minimum period of service (Exempted from written Test)

NOTE : Full time confirmed employees in the subordinate cadre, who had suppressed graduation qualification at the time of joining the Bank's service and who have subsequently declared their correct qualification and have been punished for such act of suppression including debarment from appearing in the promotion exercise, shall be exempted from the written test provided their debarment period is over.

(B) Full time confirmed employees in the subordinate cadre, who have passed SSC/SSLC/Matric examination conducted by a recognised Board of Central or State Government OR an examination recognised as equivalent to SSC/SSLC/Matric for the purpose of recruitment in Central Govt. services ✓ - No minimum period of service

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(C) Full time confirmed employees in the subordinate cadre who had Appeared but FAILED in SSC/SSLC/Matric Examination conducted by a recognised Board of Central or State Government or an examination recognised as equivalent to SSC/SSLC/Matric for the purpose of recruitment in Central Govt. services.

AND

Full time confirmed employees in the subordinate cadre who have passed examination one standard below SSC/SSLC/Matric.

- 7 Years active service as a full time Sub Staff

(D) Confirmed Part time employees in the Subordinate cadre in scale wages who have passed SSC/SSLC/Matric examination conducted by a recognised Board of Central or State Government OR an examination recognised as equivalent to SSC/SSLC/Matric for the purpose of recruitment in Central Govt. services, while in the service of the Bank including the period of Temporary Service, if any.

- 3 years active service from the date of appointment as a permanent part-time employee in the Bank.

NOTE: 1) For the purpose of Clause 3.1(C) above, 'appeared for SSC but failed' shall mean that the employee should have appeared in all the papers for SSC/SSLC/Matric Examination but could not pass.

2) For the purpose of Clause 3.1(C) above, "One Standard below SSC/SSLC/Matric" shall mean a pass in the annual school examination of the standard just below SSC/SSLC/Matric (under the education system in vogue) in a School recognised by a Board of Secondary Education of Central or State Government.

3) "Active service" for the purpose of eligibility shall mean actual service which shall include all kinds of leave and any period of probation, but shall exclude ;

a) period of temporary/casual employment ;

b) any period of absence from service on loss of pay, for which increment is postponed : and

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c) period, subject to a maximum of three years, for which increments are stopped or reduced by way of punishment. For this purpose, increments stopped/reduced shall be treated as the number of years of service and shall be reduced from actual service, subject to a maximum of three years during the period of operation of the punishment only.

A few illustrations for calculation of 'Active Service' are given below:

ILLUSTRATION-I

Mr. 'X' is a Full time confirmed employee in the Subordinate Cadre having 10 years of service and his educational qualifications is 'Appeared for SSC but failed'. He availed one year leave on loss of pay from 1.1.94 to 31.12.94 for which his one increment is postponed. For computing his 'Active Service', the total service of 10 years shall be reduced by one year and since his 'active service' after the reduction, shall be 9 years, he is eligible to participate in the promotion exercise.

ILLUSTRATION-II

Mr. 'Y' is a Full time confirmed employee in the Subordinate Cadre having 7 years service and his educational qualification is 'Passed one standard below matriculation'. He was imposed a punishment of 'Stoppage of one increment' on 5.2.96. His 'Active service' shall be counted as 6 years for any promotion exercise to be conducted during the period of operation of the said punishment i.e. from 5.2.96 to 4.2.97. Since the minimum 'Active service' required to become eligible to participate in the promotion exercise is 7 years, he shall be ineligible during the said period.

ILLUSTRATION-III

Mr. 'Z' is a Full time confirmed employee in the Subordinate Cadre having 9 years service and his educational qualification is 'Appeared for SSC but failed'. He was imposed a punishment of 'Stoppage of -4- increments' on 1.2.93. For the purpose of computation of 'Active service' for any promotion exercise to be conducted during the period of operation of the said punishment i.e. from 1.2.93 to 31.1.97, '3 years' (the maximum permissible period) shall be reduced from his '9 years service' and since his 'active service' after reduction shall be -6- years against the minimum requirement of -7- years, he shall be ineligible to participate in the promotion exercise during the said period.

ILLUSTRATION-IV

Mr. 'X' is a Permanent part time employee in the Subordinate Cadre having - 5- years service and his educational qualifications is SSC (Passed). He was imposed a punishment of 'Stoppage of one increment' on 5.2.96. For the purpose of computation of 'Active service' for any promotion exercise during the period of operation of the said punishment i.e. from 5.2.96 to 4.2.97, 'one year' shall be reduced from his -5- years service and since his 'active service' after reduction shall be -4- years against the minimum requirement of 3 years, he shall be eligible to participate in the promotion exercise.

ILLUSTRATION -V

Mr. 'Y' is a permanent Part time employee in the Subordinate Cadre having -4- years service and his educational qualification is SSC (Passed). He was imposed a punishment of 'Stoppage of 2 increments' on 5.2.96. For the purpose of computation of 'active service' for any promotion exercise during the period of operation of the said punishment i.e. from 5.2.96 to 4.2.98, -2-years shall be reduced from his '4 years service' and since his 'active service' after reduction shall be -2- years against the minimum requirement of -3- years, he shall be ineligible to participate in the promotion exercise.

3.2 Candidates who have passed/failed in the examination equivalent to SSC/SSLC/Matric shall have to submit a certificate from the office of Director General of Education (central) certifying that the said examination is recognised as equivalent to SSC/SSLC/Matric for the purpose of recruitment in Central Govt. services. Such a certificate should be submitted by the candidate along with the application on or before the last date for submission of said application. Applications shall not be accepted without such certificates.

4. WRITTEN TEST :

4.1 All eligible candidates except those covered under Clause 3.1 (A) above shall have to appear in the written test prescribed by the Bank which shall consist of Test Paper with three parts as indicated below and it shall be for a duration of 2 hours.

PART	SUBJECT	MAX. MRKS.	MIN. PASS MRKS.
I	English	30	10
II	Arithmetic	40	15
III	Elementary Banking	30	10
Total		100	35

Note : 1. The candidates shall have an option to write the written test either in Hindi or in English except Part-I of the test paper (English) which must be written in English.

2. The Bank shall prepare a set of 100 model questions and answers on Elementary Banking and the same shall be circulated among the candidates around 30 days prior to the date of written test. The questions for Part-III of test paper on elementary Banking shall be selected from the said set of questions.

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3. The test for English and Arithmetic shall be as per the syllabus prescribed by the Bank. Model question papers for English and Arithmetic shall also be prepared and circulated for the information of the candidates around 30 days prior to the date of written test.

4.2 Candidates who fall under Clause 3.1(A) are exempted from written test. Such candidates shall intimate to the Bank the results of their graduation/post graduation examination with necessary details within one month of the declaration of results. They would be directly interviewed and candidates found suitable shall be promoted to clerical cadre provided they are otherwise eligible. The Bank shall normally hold interviews twice a year for such candidates.

5. DECLARATION OF PROMOTIONS

5.1 All candidates who secure minimum pass marks in each "PART" of the written test as per clause 4.1 above shall qualify for promotion and their promotions from Subordinate cadre to Clerical cadre shall be declared provided they are otherwise eligible.

6. RESERVATION OF VACANCIES/ELIGIBILITY CRITERIA AND OTHER MATTERS RELATING TO PROMOTIONS TO CLERICAL CADRE IN TERMS OF GOVT. POLICY FOR SPECIFIED CATEGORIES SUCH AS SCHEDULED CASTES/SCHEDULED TRIBES/EX-SERVICEMEN AND ANY OTHER CATEGORIES SPECIFIED BY THE GOVT.

6.1 The guidelines/directives issued by the Govt. of India/Indian Banks' Association from time to time for relaxation of criteria, reservation of posts, etc, for SC/ST/Ex-servicemen and any other category that may be specified by the Govt. shall be deemed to be a part of this promotion policy and shall be given effect to accordingly. The Federation shall be advised of the guidelines/directives received from the Govt. of India/Indian Banks' Association from time to time.

7. OUT OF TURN PROMOTION :

7.1 The policy regarding out of turn promotions to clerical cadre of employees who are outstanding sportsmen/sportswomen; employees who apprehend dacoits/robbers; etc., shall be as may be directed by the Government of India/Indian Banks' Association from time to time under a policy guideline/directive. The Federation shall be advised of the guidelines/directives received from Government of India/Indian Bank's Association from time to time.

7.2 Notwithstanding the provisions of this Settlement, the Bank may decide to promote, in its discretion, confirmed full time employees in the subordinate cadre, who are otherwise not eligible for promotion under this Settlement, for their excellence in performance. Such promotions shall not exceed FIVE in number in any one promotion exercise.

The promotees under this clause may also be required to continue to discharge the functions entrusted to them prior to their promotion to clerical cadre.

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8. CASES OF DISCIPLINARY ACTION

8.1 Candidates who are otherwise eligible in terms of this Settlement but are either :

- under suspension; or
- in respect of whom a chargesheet has been issued and the disciplinary proceedings are pending ; or
- in respect of whom prosecution for a criminal charge is pending;

will be permitted to appear in the promotion exercise but their results shall be kept in abeyance.

8.2 If, on the conclusion of the departmental/court proceedings the candidate is completely exonerated, the result kept in abeyance would be declared. If found successful, promotion will take effect from the date of declaration of initial promotions for the purpose of seniority/fixation of salary as a clerk. No arrears of salary, however, as per clerical cadre shall be payable for the intervening period.

8.3 If punishment is imposed on the candidate as a result of the departmental proceedings/found guilty in the court proceedings against him/her, he/she will not be eligible for promotion in the exercise/s for which his/her result is kept in abeyance.

9. SPECIAL PROVISIONS

9.1 There shall be atleast one written test for promotion to clerical cadre in a calendar year. If for any pressing reason the written test cannot be held in a particular year, the Federation will be informed in writing and the matter will be discussed with the Federation.

9.2 An employee who refuses the offer of promotion shall not be eligible to participate in the next 2 promotion exercises. Similarly, an employee who accepts promotion to clerical cadre and thereafter seeks and if granted reversion to the subordinate cadre, shall also not be eligible to participate in the next 2 promotion exercises.

9.3 A copy of the list of promotions declared by the Bank from Subordinate to Clerical cadre shall be furnished to the Federation on the same day.

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9.4 After all the promotions are declared, the Bank shall, within two months thereof, communicate in writing to all who participated in the promotion exercise, the marks secured by them in the written test.

10. FIXATION OF SALARY OF SUBORDINATE STAFF ON PROMOTION TO CLERICAL CADRE

10.1 It is agreed that the basic salary of a member of the subordinate staff on promotion as clerk would be fixed in the clerical scale of pay at that stage that would give him a rise of minimum Rs.200/- in his total emoluments as subordinate staff. The total emoluments as a member of the subordinate staff for this purpose would mean a sum of basic salary, dearness allowance, house rent allowance, if any, city compensatory allowance, if any, and special allowance, if any.

11. GENERAL

11.1 This settlement supersedes all previous understandings/agreements/settlements in respect of matters covered under this settlement.

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

12. PERIOD OF OPERATION

12.1 This settlement shall be effective for a period of four years from the date of this Settlement and shall continue to be effective thereafter until it is terminated by either party after following the procedure prescribed for such termination under the Industrial Disputes Act, 1947. However, the parties agree to review this Settlement, if needed.

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SIGNATURE OF THE PARTIES

Jitabhai Patel
Central Committee Member

Ratan K. Kapoor
Corp. General Manager
(Bus. Dev. PS & Coord.)

J. N. Tandon
Corp. General Manager
(HRM & GA)

Sengupta
(S. Sengupta)
Asstt. General Manager
(Personnel)

Harindran
(Ms. Jane Harindran)
Chief Manager (Personnel)

M. Nadkarni
(Milind Nadkarni)
General Secretary

S. Srinivasakumar
Dy. General Secretary

M. Prasad
(S. S. Prasad)
Senior Vice President

Vinit Saxena
(Vinit Saxena)
Vice President

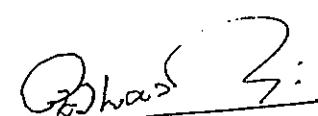
A. Anvekar
(S. A. Anvekar)
Central Committee Member

A. K. Sharma
(A. K. Sharma)
Central Committee Member

N. P. Nayak
(N. P. Nayak)
Central Committee Member

V.R. Degvekar
(V.R. Degvekar)
General Secretary
(Maharashtra Unit)

Shri R.C.Trivedi, President and Shri K.I.Talreja, Dy.General Secretary could not remain present due to indisposition.

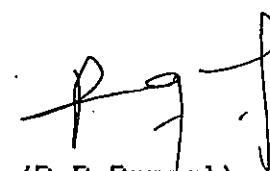


(R.N.Bharti)
Chief Manager
(Personnel)



(Pramod K.Gupta)
Ag.Chief Manager
(Personnel)

WITNESSES



(P.B.Pangal)
Treasurer



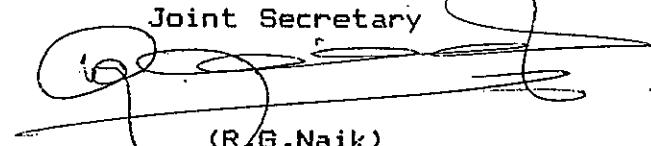
(M.J.Shah)
Vice President



(K.J.Tunga)
Vice President



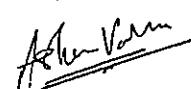
(A.K.Jain)
Joint Secretary



(R.G.Naik)
Joint Secretary



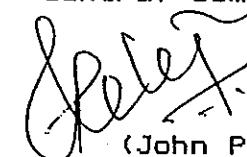
(K.K.Kotian)
Joint Secretary



(Ashok Varma)
Joint Secretary



(C.B.Raju)
Central Committee Member



(John Peter)
Central Committee Member

Mahajan

(V.P. Mahajan)
Assistant Treasurer.

~~(K.S.B. Panicker)
Central Committee Member~~

Malalal

(P.G.M. Panicker)
Central Committee Member

~~(Subir Chatterjee)
Central Committee Member~~

M.P.

(M.M. Patel)
General Secretary, Baroda Unit.

Date : 10th January, 1996.

Place: Ahmedabad.

cc 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 Government of India, Ministry of Labour, New Delhi.

SPL. ASST - 1991
AND

10-1-96

AMENDMENT - 1996.

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)

④ K. M. M.
V. H. D.

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. Ratan K. Kapoor
Corporate General Manager
(Bus. Dev., PS & Co-ordination)
2. Shri J.N. Tandon,
Corporate General Manager
(HRM&GA)
3. Shri. S. Sengupta
Asst. General Manager (Personnel)
4. Smt. Jane Harindran,
Chief Manager (Personnel)

A N D

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 S. Srinivasakumar,
Deputy General Secretary.
5. Shri S.S. Prasad,
Senior Vice President.
6. Shri Vinil Saxena,
Vice President.
7. Shri S. A. Anvekar,
Central Committee Member
8. Shri A.K. Sharma,
Central Committee Member.
9. Shri N.P. Nayak,
Central Committee Member.
10. Shri V.R. Degvekar,
General Secretary, Maharashtra Unit

(Signature)

1. SHORT RECITAL

- 1.1 On 16.02.1991, 'The Settlement for assignment of duties of Special Assistant - 1991' (hereinafter referred to as 'the 1991 Settlement on Special Assistant') was signed by Bank of Baroda (hereinafter referred to as 'the Bank') and the All India Bank of Baroda Employees' Federation (hereinafter referred to as 'the Federation').
- 1.2 'The 1991 Settlement on Special Assistant' governs the following :
 - a) the criteria for assignment of duties of Special Assistant;
 - b) the criteria for retransfer of those who are Special Assistants, as on the date of the Settlement, i.e. 16.2.1991 and were posted outside their previous place of posting and have completed -5- years of service at outside place or will complete -5- years of service thereafter.
- 1.3 During negotiations held with 'the Federation' in connection with the review of the 1991 Settlement on Promotion Policy, for promotion from Clerical to Officers' cadre, the matter regarding revision of criteria for assignment of duties of Special Assistant to clerks was discussed and it was agreed to increase the ratio of Special Assistants to internal promotions to officers' cadre from the existing 20% to 25% and to have further negotiations in the matter for signing a Settlement amending the relevant provisions of 'the 1991 Settlement on Special Assistant'.
- 1.4 In pursuance of clause 2.4 of 'the 1991 Settlement on Special Assistant', 'the Federation' had requested for review of certain provisions of this settlement relating to retransfer of Special Assistants.
- 1.5 Negotiations were, therefore, held between 'the Bank' and 'the Federation' on various dates including 8th, 9th & 10th January, 1996 and a Settlement has been arrived at as appearing hereinbelow.
- 1.6 In arriving at this Settlement, negotiations were conducted with the recognised union, viz. All India Bank of Baroda Employees' Federation, as required under the Settlement dated 1.9.1973.

2. TERMS OF SETTLEMENT:

2.1 This Settlement shall be called 'The Settlement for assignment of duties of Special Assistant - 1991 (Amendment) 1996'.

1996.

2.2 It shall come into force with effect from 10th January, 1996.

2.3 Clauses 2.4, 3.1 and 8.1 of 'the 1991 Settlement on Special Assistant' are deleted and in its place and stead, the following are substituted:

"2.4 It is further agreed that the criteria for retransfer of Special Assistant as given in clause 8 of the 'the 1991 Settlement on Special Assistant' (AS AMENDED by this Settlement) shall also be applicable for retransfer of :

a. special assistants who are assigned the duties of special assistant in terms of the provisions of 'the 1991 Settlement on Special Assistant';

b. special assistants who will be assigned the duties of special assistant in terms of the provisions of this Settlement ;

and are posted at a place other than the place where he/she was working prior to the assignment of such duties."

"3.1 The Bank shall assign the duties of Special Assistant to clerical staff in the ratio of 25% (twenty-five percent) of internal promotions to officers' cadre within 90 days from the date of declaration of such promotions to officers' cadre. Fraction of 0.5 % or more is to be rounded off to one. Any fraction of less than 0.5% is to be ignored. If there are not sufficient number of promotions to the officers' cadre, warranting promotion of atleast one Special Assistant in the State or the Administrative Region of the Bank whichever is smaller, the bank agrees to assign the duties of Special Assistant to one clerk. However, if there is no promotion to the officers' cadre in the State or the Administrative Region of the Bank whichever is smaller, no assignment of duties of Special Assistant shall be made."

PROVISO:

Notwithstanding clause 2.2 above, assignment of duties of Special Assistant arising out of promotion made from clerical to officers' cadre with effect from 21.8.95, shall also be made in terms of clause 3.1 above.

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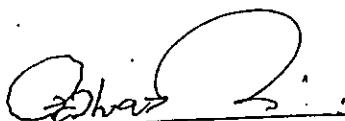
"8.1 It is agreed that Special Assistants who are posted outside their previous place of posting as clerk and have completed ~3- years of service at that outside place/s as Special Assistant or will complete 3 years of service hereafter, shall be retransferred at the Bank's instance in the manner given in clauses 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8 & 8.10 of 'the 1991 Settlement on Special Assistant'."

3. Clause 8.9 of 'the 1991 Settlement on Special Assistant' be and is hereby deleted.

4. If any doubt or difficulty arises regarding interpretation of any provision of this Settlement and 'the 1991 Settlement on Special Assistant' as amended by this Settlement, such doubt or difficulty shall be discussed between 'the Bank' and 'the Federation' with a view to resolving it.

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WITNESSES



(R.N.Bharti)
Chief Manager
(Personnel)



(Pramod K.Gupta)
Ag.Chief Manager
(Personnel)



(P.B.Pangal)
Treasurer



(M.J.Shah)
Vice President



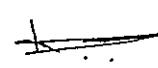
(K.J.Tunga)
Vice President



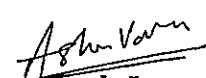
(A.K.Jain)
Joint Secretary



(R.G.Naik)
Joint Secretary



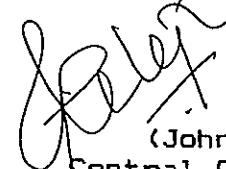
(K.K.Kotian)
Joint Secretary



(Ashok Varma)
Joint Secretary



(C.B.Raju)
Central Committee Member



(John Peter)
Central Committee Member

Mahajan

(V.P. Mahajan)
Assistant Treasurer.

KSBP
(K.S.B. Panicker)
Central Committee Member

PGMP
(P.G.M. Panicker)
Central Committee Member

SC
(Subir Chatterjee)
Central Committee Member

MM
(M.M. Patel)
General Secretary, Baroda Unit.

Date : 10th January, 1996.

Place: Ahmedabad.

cc 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 Government of India, Ministry of Labour, New Delhi.

CLERICAL TO OFFICERS CADRE IN INDIA - 1994

Dt. 2 NOV 1994

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)

✓ 1/12/94

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 P.R. Merchant,
Executive Director
2. Shri A.S. Krishnan,
Corporate General Manager(Ops.Acs&Audit)
3. Shri J.N. Tandon,
Corporate General Manager(HRM&GA)
4. Dr. Anil K Khandelwal,
Dy.General Manager (HRM&GA)
5. Smt. Jane Harindran,
Chief Manager(Personnel)

A N D

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. Taireja,
Deputy General Secretary.
4. Shri S. Srinivasakumar,
Deputy General Secretary.
5. Shri M.N. Joshi,
Deputy General Secretary.
6. Shri S.S. Prasad,
Senior Vice President.
7. Shri Vinil Saxena,
Vice President.
8. Shri A.K. Sharma,
Central Committee Member.
9. Shri N.P. Nayak,
Central Committee Member.
10. Shri V.R. Degvekar,
General Secretary, Maharashtra Unit

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1. SHORT RECITAL:

1.1 Bank of Baroda (hereinafter referred to as 'the Bank') and the All India Bank of Baroda Employees' Federation (hereinafter referred to as 'the Federation') signed a Settlement dated 16th February, 1991 on Promotion Policy (hereinafter referred to as 'the 1991 Settlement on Promotion Policy'). The said 1991 Settlement on Promotion Policy governs following :

- a) Internal promotion from clerical cadre to officers' cadre ;
- b) Direct recruitment by the Bank to officers' cadre in JMG/S I ;
- c) Promotion from subordinate cadre to clerical cadre.

1.2 The 1991 Settlement on Promotion Policy was to remain in force for a period of five years with a provision for review of the policy, if needed, after the expiry of three years from the date of the settlement.

1.3 The changing banking scenario and challenges of competitive environment have caused varied demands on the bank and its resources. With a view to meeting the challenges and to fulfil the aspirations of the employees by providing adequate and planned career opportunities, it was felt necessary by 'the Bank' and the 'the Federation', to review the existing policy for promotion from clerical to officers' cadre.

1.4 Negotiations for a comprehensive Promotion Policy Settlement were held between 'the Bank' and 'the Federation' on various dates from May, 1994 to October, 1994, including 26th & 27th October, 1994.

It has now been agreed to have separate settlements on Promotion Policy from clerical to officers' cadre and from subordinate staff to clerical cadre. Accordingly, a Settlement on policy for promotion from clerical to officers' cadre has been arrived at as appearing hereinbelow.

1.5 In arriving at this Settlement, negotiations were conducted with the All India Bank of Baroda Employees' Federation (recognised), as required under the Settlement dated 1st September, 1973.

2. TERMS OF SETTLEMENT:

2.1 This Settlement shall be called 'Settlement on Policy for promotion from clerical to officers' cadre in India - 1994' and shall supersede the '1991 Settlement on Promotion Policy' save and except all the provisions relating to promotion from subordinate staff to clerical cadre and shall govern only the employees in India on the following :

- a) Internal promotions from clerical cadre to officers' cadre ;
- b) Direct recruitment by the Bank to officers' cadre in Junior Management Grade/Scale I ;
- c) Out of turn promotions.

3. INTERNAL PROMOTIONS FROM CLERICAL CADRE TO OFFICERS' CADRE :

3.1 There shall be two channels for promotions from clerical cadre to officers' cadre as under :

- a) Seniority Channel - 35% ((of the total internal promotions to be made in Junior Management
- b) All India Channel - 65% ((Grade/Scale I.

At the time of inviting applications for promotions from clerical to officers' cadre from the eligible candidates, the bank shall declare zone wise number of vacancies to be filled in by internal promotions. However, 35% of such declared vacancies in a zone will be filled in by Seniority Channel.

Provided that in arriving at 35% of the vacancies for each zone under Seniority Channel, fraction of less than 0.5 shall be ignored and the fraction of 0.5 or more shall be rounded off to one.

This is only meant for the purpose of ascertaining and declaring the vacancies. Those who are promoted to officers' cadre under the Seniority Channel shall be retained in the zone immediately on promotion to officers' cadre.

Remaining 65% of the total internal promotions shall be made by the All India Channel.

Those who are promoted to officers' cadre under the All India Channel shall be liable to be transferred to any branch/office of the Bank anywhere in India.

The bank shall have the right to reduce or increase the number of declared vacancies to the extent of 10% of the number so declared.

If sufficient number of candidates do not qualify under the All India Channel, the Bank shall have the right to further reduce the number of promotions, in this channel.

NOTE:

The word 'Zone', wherever it appears, shall for the purpose of this Settlement, mean the same as the administrative zone of the Bank and shall include all the branches including specialised branches of the zone and also the administrative offices like Head Office, Central Office, Zonal Office, Regional Offices, Zonal Inspection Centre, Training Colleges/Training Centre, Stationery Cell, etc., falling in the geographical jurisdiction of the zone. However, in respect of Bombay City where two zones, i.e. Greater Bombay Zone and Bombay Main Office are situated, they will be treated as one zone and Bombay Main Office shall be included in Greater Bombay Zone.

3.2 Following factors with weightages assigned to them have been identified for internal promotions from clerical to officers' cadre:

Total marks 100

Divided as under :

1. SENIORITY CHANNEL

<u>FACTORS</u>	<u>WEIGHTAGE</u>
Seniority	30
Qualifications	10
Written Test	60
-----	-----
Total	100
-----	-----

II. ALL INDIA CHANNEL

Qualifications	10
Written Test	60
Interview	30
-----	-----
Total	100
-----	-----

4. SELECTION PROCEDURE:

4.1 At the time of inviting applications for promotions from clerical to officers' cadre from the eligible candidates, the Bank shall declare the vacancies in terms of clause 3.1 above.

Employees who fulfil the eligibility criteria, while applying for internal promotions, shall clearly exercise option either for Seniority Channel or All India Channel and such option once exercised shall be irrevocable for that exercise. No employee shall opt for both the channels at a time.

5 SENIORITY CHANNEL:

5.1 ELIGIBILITY

Subject to clause 5.3, candidates with minimum 15 years of active service in the clerical cadre shall be eligible to apply for promotion under this channel.

'Active Service' for this purpose shall mean actual service which shall include all kinds of leave and any period of probation, but shall exclude :

- period of temporary/casual employment ;
- any period of absence from service on loss of pay, for which increment is postponed ; and

c. period, subject to a maximum of 3 years, for which increments are stopped or reduced. For this purpose, increments stopped/reduced shall be treated as the number of years of service and shall be proportionately reduced from actual service, subject to a maximum of 3 years, during the period of operation of the punishment.

5.2 Employees who left the Bank's service in India and were re-employed in India will also be considered eligible if they fulfil the eligibility criteria mentioned at 5.1 above, on the basis of their present and past service in 'the Bank' in the clerical cadre in India.

5.3 AGE LIMIT

Maximum 58 years

5.4 SENIORITY (-30- MARKS OUT OF -100- MARKS)

A. An eligible candidate for promotion under the Seniority Channel shall be given 15 base marks for the minimum qualifying active service of 15 years in the clerical cadre and 1 1/2 (one and half) mark for each additional completed year of active service over and above the 15 years of active service in the clerical cadre, subject to a maximum of 30 marks for the total active service. For example, an eligible candidate who has completed total active service of 25 years or more in the clerical cadre shall be awarded 30 marks for seniority.

B. The completed years of active service shall be calculated as on the last date for submitting applications for promotion. For this purpose, active service of six months and above as on the last date for submitting applications shall be taken as a completed year of active service and active service of less than six months shall be ignored.

C. If a candidate has put in service in the clerical cadre in the Reserve Bank of India or a Commercial Bank or a Co-operative Bank or a Regional Rural Bank, prior to his/her joining Bank of Baroda, for such service in the clerical cadre in the other Bank, he/she shall be given weightage for his/her completed years of service in such Bank provided he/she has put in a minimum qualifying active service in 'the Bank' as mentioned above at Clause 5.1. The weightage for such service shall be at the rate of 3/4 (three quarter) year of service for every completed year of service in such Bank but only completed years calculated at that rate shall be considered, i.e. for two years of such service, he/she shall get a weightage of one year, for three years of such service, he/she shall get a weightage of two years, for four years of such service, he/she shall get a weightage of three years and so on.

D. 'Active Service' shall be computed as given in paragraph 5.1. Examples are given below :

ILLUSTRATION 1:

Mr. X is having 17 years of service. He has availed one year leave on loss of pay from 1.10.93 to 30.9.94 for which his one increment is postponed. For computing the 'active service', the total service of 17 years shall be reduced by one year and since the 'active service' shall be 16 years, he is eligible to participate in the promotion exercise under the seniority channel.

Marks for seniority shall be awarded as under :

For the first 15 years of active service	- 15 base marks ;
Add marks for the additional one year of active service @ 1 1/2 marks per year	- 1 1/2 marks
Total	- 16 1/2 marks

ILLUSTRATION 2:

Mr X is having 15 years of service. He has been imposed a punishment of stoppage of one increment on 1.10.1994. The 'active service' shall be counted as 14 years for any exercise to be conducted during the period of operation of such punishment, i.e. from 1.10.94 to 30.9.95. Hence, he is ineligible to participate in the promotion exercise during the said period under the Seniority Channel.

However, he will be eligible to apply for the All India Channel provided he fulfills the eligibility criteria under the All India Channel.

ILLUSTRATION 3:

Mr. X is having 22 years of service. He has been imposed punishment of stoppage of five increments on 20.6.93. For the purpose of computation of 'active service', three years shall be reduced from 22 years of service and since his active service after reduction shall be 19 years, he shall be eligible to participate in the promotion exercise under the seniority channel.

His marks for seniority for promotion exercises in which the last date of submission of application falls during the period of operation of punishment, i.e. 20.6.93 to 19.6.98, shall be as under :

For the first 15 years of active service	- 15 base marks
Add: marks for additional years of active service @ 1 1/2 per year, i.e. 4 x 1 1/2	- 6 marks
Total	- 21 marks

6. QUALIFICATIONS (10 MARKS OUT OF 100 MARKS)

6.1 Allotment of marks for qualifications shall be as under :--

	<u>Marks</u>
SSC/Matriculation pass	2
Graduation/Post Graduation & above	5 (inclusive of 2 marks for SSC/Matriculation pass)
Part I of CAIIB/CAIB (London)	2
Both parts of CAIIB/CAIB (London)	5

In any case, marks for qualifications shall not exceed 10 marks.

7. WRITTEN TEST (60 MARKS OUT OF 100)

7.1 All eligible candidates shall have to appear in a written test comprising of both objective and descriptive tests (in the ratio of 70:30) on Banking Law and Practice, Procedures, etc. There shall be no minimum qualifying marks in the written test.

7.2 Candidates who had secured -105- or more marks in the written test for promotion from clerical to officers' cadre held in the year 1993, but were not promoted, shall be, at their option, given one time exemption from appearing in the first written test only to be held under the Seniority Channel under this Settlement. In such cases, the marks secured by them in the written test held in the year 1993, with revised weightage under this Settlement shall be considered as marks secured by them for the purpose of the first written test under this Settlement.

8. DECLARATION OF PROMOTIONS

8.1 The Bank shall draw a merit list zonewise, by aggregating the marks secured by candidates for seniority, qualifications and in the written test and promotions shall be declared zone-wise from the said merit list in the descending order of merit to the extent of vacancies declared zone-wise under this channel, in terms of clause 3.1 above.

8.2 From the said list, 'the Bank' may promote in the merit order, candidates according to its needs as and when necessary after the initial promotions are made. Provided however, the promotions declared subsequent to the initial promotions, shall have effect from the date of initial promotions for the purpose of fixation of salary as an officer but, no arrears of salary shall be payable between the date of initial promotion and the date on which subsequent promotions are declared.

8.3 The Bank shall have the right to maintain a waiting list upto 10 per cent of the number of promotions for its future needs till the next promotion exercise which it may or may not utilise in its discretion. Promotions if declared from the waiting list, shall take effect from the date of declaration of such promotions prospectively for all purposes.

purposes.

9. ALL INDIA CHANNEL

9.1 ELIGIBILITY

Subject to clause 9.3, candidates with the minimum active service stated against each category as mentioned below, shall be eligible to apply for promotion under this channel. Employees who left the Bank's service in India but were re-employed in India will also be considered eligible if they fulfil the eligibility criteria mentioned in clause 9.3 and the criteria given hereinbelow, on the basis of their present and past active service in 'the Bank' in India in the clerical cadre :

<u>Category</u>	<u>Minimum active service</u>
(A) Chartered Accountants (CAs), OR Cost and Works Accountants (ICWAs). OR Company Secretaries OR Ph.D/D.Lit in subjects related to Banking in the Disciplines of Agriculture, Commerce, Economics, Law and Management from a recognised University. OR Master's Degree in Computer Science (MCS) from a recognised University OR Degree/Post Graduate Diploma in Architecture from a recognised University or from an Institute recognised by the Central Government.	Confirmed employees (exempted from written test)
(B) First Class Graduates/First class Post Graduates from a recognised university OR MBAs with minimum 50% marks in aggregate from a recognised University or from an Institute recognised by the Central Government OR Graduates/Post Graduates with both parts of CAIIB/CAIB (London) OR Graduates/Post Graduates with Post Graduate Diploma in Computer Science from a recognised University or from an Institute recognised by the Central Government.	2 Years active service in the clerical cadre.
(C) Non graduates with CAIIB/CAIB (London) OR Graduates/Post Graduates with Part I of CAIIB/CAIB (London)	3 Years active service in the clerical cadre.

(D) Graduates/Post Graduates from a recognised University	4 Years active service in the clerical cadre.
OR	
Non-graduates with CAIIB (Part I)/ CAIE (London) Part I	
(E) Non-graduates	7 Years active service in the clerical cadre.

NOTE

1. First Class Graduation/First Class Post Graduation shall mean a minimum of 60% marks in the aggregate in the said examination.
2. Non-graduation shall mean SSC/Matriculation pass from an Examination Board of State or Central Government and above but not Graduation.
3. Equivalent examination shall not be considered. However, candidates who have passed an examination equivalent to SSC/Matriculation and have been promoted to clerical cadre from subordinate cadre on the basis of said qualifications, shall be considered eligible for participating in the promotion exercise provided they are otherwise eligible under this Settlement.
4. 'Active Service' for this purpose shall have the same meaning as defined in clause 5.1 above and the illustrations given thereunder.

9.3 AGE LIMIT

Maximum 50 years

10. QUALIFICATIONS (10 MARKS OUT OF 100 MARKS)

10.1 Allotment of marks for qualification shall be as under :-

	<u>Marks</u>
Graduation/Post Graduation & above	5
Part I of CAIIB/CAIE (London)	2
Both parts of CAIIB/CAIE (London)	5

In any case marks for qualifications shall not exceed 10 marks.

11. WRITTEN TEST (60 MARKS OUT OF 100 MARKS)

- 11.1 All eligible candidates except those covered under clause 9.1(A) shall have to appear in a written test comprising of both objective and descriptive tests (in the ratio of 60:40) on Banking Law and Practice, Procedures, etc. The minimum qualifying marks in the written test shall be 27 out of 60.

Subject to clause 12.1 of this Settlement, candidates who qualify in the written test i.e. those who have secured 27 marks or above out of 60, shall be considered eligible for appearing for the oral interview.

11.2 Candidates who secured -105- or more marks in the written test for promotion from clerical to officers' cadre held in the year 1993, but were not promoted, shall be, at their option, given one time exemption from appearing in the first Written Test only to be held under the All India Channel under this Settlement. In such cases, the candidates, if eligible in terms of Clauses 9.3 and 12.1 of this Settlement, shall be interviewed alongwith other eligible candidates and the marks secured by them in the written test held in the year 1993, with revised weightage under this Settlement, shall be considered as marks secured by them for the purpose of the first written test under this Settlement.

11.3 Eligible candidates covered under Clause 9.1 (A) above shall be exempted from written test. Such candidates shall intimate to the bank the details regarding their qualifications with the necessary certificates within one month from the date they become eligible to participate in the promotion exercise in terms of the said clause.

12. INTERVIEW (30 MARKS OUT OF 100 MARKS)

12.1 A list of the candidates successful in the written test, i.e. those who secure 27 or more marks in the written test, shall be prepared in the descending order of marks secured by them and from the said list, eligible candidates in the ratio of 1 : 5 (i.e. for every one vacancy five candidates) shall be called for interview. The bank shall constitute interview panel/panels for interviewing such eligible candidates. In case candidates eligible for interview are not available in the ratio of 1 : 5, the bank shall call all eligible candidates for interview.

12.2 There shall be no minimum pass marks in the interview.

12.3 The Bank shall normally hold interviews twice a year for candidates qualifying under Clause 9.1(A).

13. DECLARATION OF PROMOTIONS

13.1 After the interviews are over, a merit list of the eligible candidates shall be prepared by aggregating the marks secured by them for qualifications, in the written test and interview. Promotions shall be declared from the said merit list in the descending order of merit to the extent of vacancies declared under the All India Channel, in terms of clause 3.1 above.

13.2 From the said list, 'the Bank' may promote in the merit order, candidates according to its needs as and when necessary after the initial promotions are made. Provided however, the promotions declared subsequent to the initial promotions, shall have effect from the date of initial promotions for the purpose of fixation of salary as an officer but, no arrears of salary shall be payable between the date of initial promotions and the date on which subsequent promotions are declared.

13.3 The Bank shall have the right to maintain a waiting list upto 10% of the number of promotions for its future needs till the next promotion exercise which it may or may not utilise in its discretion. Promotions, if declared from the waiting list, shall take effect from the date of declaration of such promotions prospectively for all purposes.

13.4 The eligible candidates covered under Clause 9.1(A) and interviewed in terms of Clause 12.3 shall be eligible for promotion, if found suitable.

14. SPECIAL PROVISIONS:

14.1 The written test for the Seniority Channel and the All India Channel shall be held on a common date but there may be separate question papers for each channel.

14.2 The Bank may, in future, after discussions with 'the Federation' engage the services of Institute of Banking Personnel Selection (IBPS) for conducting the promotion exercise fully or partially.

14.3 There shall be atleast one written test for promotion to officers' cadre in a calendar year. If for any pressing reason, the written test cannot be held in a particular year, the Federation will be informed in writing and the matter will be discussed with the Federation.

14.4 Promotions made under clause 9.1(A) and clauses 17.1 and 17.2 of this Settlement shall be treated as out of turn promotions and shall be over and above the number of vacancies declared.

14.5 An employee who refuses the offer of promotion shall not be eligible to participate in the next three promotion exercises. Similarly, an employee who accepts promotion and thereafter seeks reversion to the clerical cadre shall also not be eligible to participate in the next three promotion exercises.

14.6 A copy of the list of internal promotions declared by the Bank from the clerical to the officers' cadre shall be furnished to the Federation on the same day.

14.7 While declaring the list of candidates successful in the written test under the All India Channel, marks secured by them in the written test shall be declared. Marks obtained in the written test by the candidates under the Seniority Channel shall also be declared simultaneously.

14.8 After all the internal promotions are declared, the Bank shall within two months thereof communicate in writing to all who participated in the promotion exercise at all stages, the marks secured by them under different identified factors. However, marks already advised under Clause 14.7 above shall not be advised again.

15. DIRECT RECRUITMENT OF OFFICERS

15.1 The Bank shall have the right to recruit officers directly in Junior Management Grade/Scale I as against internal promotions in the following proportion :

Internal Promotions	-75-
Direct Recruitment	-25-

15.2 The above proportion of direct recruits shall not include officers recruited in specialists cadre.

15.3 The qualifications for direct recruitment of officers in Junior Management Grade/Scale I shall be as may be prescribed by the Government/Banking Service Recruitment Board/the Bank and appointment shall be made through Banking Service Recruitment Board or any other agency as may be recommended by the Government or as may be decided by the bank.

15.4 A statement showing number of direct recruitment of officers in JMG/S I in generalist category shall be furnished to 'the Federation', at the end of every calendar year.

16. RESERVATION OF VACANCIES/ELIGIBILITY CRITERIA: AND OTHER MATTERS RELATING TO PROMOTIONS TO OFFICERS' CADRE IN TERMS OF GOVERNMENT POLICY FOR SPECIFIED CLASSES SUCH AS SCHEDULED CASTES/SCHEDULED TRIBES/EX-SERVICEMEN AND ANY OTHER CATEGORY SPECIFIED BY THE GOVERNMENT.

16.1 The guidelines/directives issued by the Government of India/Indian Banks Association from time to time for relaxation of criteria, reservation of posts, etc., for SC/ST/Ex-Servicemen and any other category that may be specified by the Government shall be deemed to be a part of this promotion policy and shall be given effect to accordingly. The Federation shall be advised of the policy guidelines/directives received from the Government of India/Indian Banks' Association from time to time.

17. OUT OF TURN PROMOTION :

17.1 The policy regarding the out of turn promotions to officers' cadre of employees who are outstanding sportsmen/sportswomen; employees who apprehend dacoits/robbers, etc., shall be as may be directed by the Government of India/Indian Banks' Association from time to time under a policy guideline/directive. The Federation shall be advised of the policy guidelines/directive received from the Government of India/Indian Banks' Association from time to time.

17.2 All stenographers who are working as stenographers and have completed 15 years or more of active service as stenographers, as defined in clause 5.1 above, shall be eligible to be considered for promotion to officers' cadre in JMG/S 1. They shall be exempted from written test and directly interviewed and shall be eligible for promotion to officers' cadre, if found suitable. Such promotions shall not exceed 05 in number in any one promotion exercise and will be over and above the vacancies declared.

The promotees under this clause will be required to render steno/secretarial services to executives in the rank of Dy. General Managers and above in administrative offices.

Further, all stenographers, if they so desire, will have the option to apply under the Seniority Channel or the All India Channel, if otherwise eligible under this Settlement. Such stenographers who opt for Seniority Channel or All India Channel shall not be considered under this clause.

18. DISCIPLINARY ACTION CASES :

18.1 Candidates who are otherwise eligible in terms of this Settlement but are either :

(a) under suspension ; or

(b) in respect of whom a charge sheet has been issued and the disciplinary proceedings are pending; or

(c) in respect of whom prosecution for a criminal charge is pending

will be permitted to appear in the promotion exercise but their results shall be kept in abeyance.

18.2 If, on conclusion of the departmental/court proceedings, the candidate is completely exonerated, the result kept in abeyance would be declared. If found successful, promotion will take effect from the date of declaration of initial promotions for the purpose of seniority/fixation of salary as an officer. No arrears of salary, however, as per officers' cadre shall be payable for the intervening period.

18.3 If punishment is imposed on the candidate as a result of the departmental proceedings/found guilty in the court proceedings against him/her, he/she will not be eligible for promotion in the exercise/s for which his/her result is kept in abeyance.

19. GENERAL

19.1 This settlement supersedes all previous understandings/agreements/settlements in respect of matters covered under this settlement.

19.2 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 resolving it.

20. PERIOD OF OPERATION:

20.1 This Settlement shall be effective for a period of five years from the date of this Settlement and shall continue to be effective thereafter until it is terminated by either party after following the procedure prescribed for such termination under the Industrial Disputes Act, 1947. However, the parties agree to review this Settlement, if needed.

SIGNATURE OF THE PARTIES

P.R. Merchant
(P.R. Merchant)
Executive Director

A.S. Krishnan
(A.S. Krishnan)
Corporate General Manager
(Ops. Acs & Audit)

J.N. Tandon
(J.N. Tandon)
Corporate General Manager
(HRM & GA)

Anil K Khandelwal
(Anil K Khandelwal)
Dy. General Manager
(HRM & GA)

Jane Harindran
(Jane Harindran)
Chief Manager (Personnel)

R.C. Trivedi
(R.C. Trivedi)
President

M. Nadkarni
(M. Nadkarni)
General Secretary

K. I. Talreja
(K. I. Talreja)
Dy. General Secretary

S. Srinivasakumar
(S. Srinivasakumar)
Dy. General Secretary

M.N. Joshi
(M.N. Joshi)
Dy. General Secretary

S.S. Prasad
(S.S. Prasad)
Senior Vice President

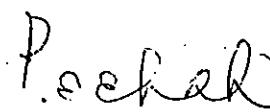
Vinil Saxena
(Vinil Saxena)
Vice President

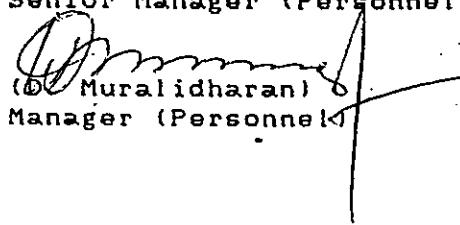
A.K. Sharma
(A.K. Sharma)
Central Committee Member

N.P. Nayak
(N.P. Nayak)
Central Committee Member

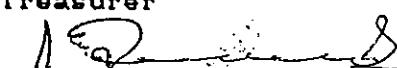
V.R. Degvkar
(V. R. Degvkar)
General Secretary
(Maharashtra Unit)

WITNESSES


(Pankaj S. Shah)
Senior Manager (Personnel)

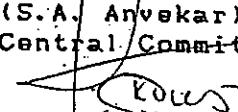

(D. Muralidharan)
Manager (Personnel)

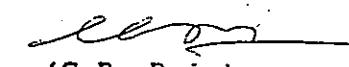

(P. B. Pangal)
Treasurer


(M. J. Shah)
Vice President

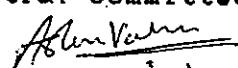

(A. M. Jain)
Joint Secretary

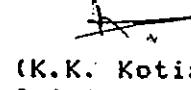

(S. A. Anvekar)
Central Committee Member

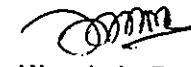

(K. T. Shetty)
Central Committee Member


(C. B. Raju)
Central Committee Member


(John Peter)
Central Committee Member


(Ashok Varma)
Joint Secretary


(K. K. Kotian)
Joint Secretary

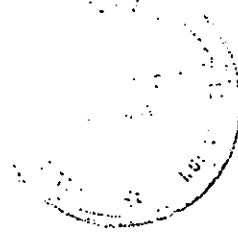

(Harish Patil)
Joint Secretary

Date: 2nd November, 1994.
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.

SETTLEMENT ON COMPUTERISATION

Dt. 31 Oct 1992



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.

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.

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'.

By [Signature]

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.

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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.

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.

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.

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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

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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.

NOTE :

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 these 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.

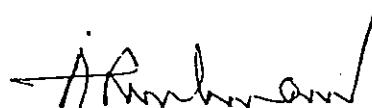
11.2 If any doubt or difficulty arises regarding interpretation of any provisions of this Settlement, such doubt or difficulty shall be discussed between 'The Bank' and 'The Federation' with a view to resolving it.

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.

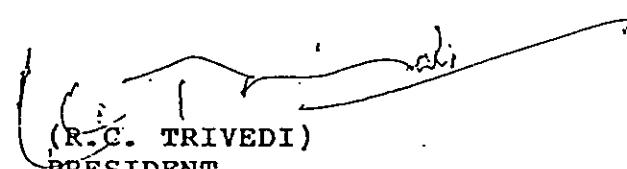
SIGNATURE OF THE PARTIES

REPRESENTING 'THE BANK'



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

REPRESENTING 'THE FEDERATION'



(R.C. TRIVEDI)
PRESIDENT

...12...

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

M. N. Nadkarni
(MILIND NADKARNI)
GENERAL SECRETARY

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

K. I. Talreja
(K.I. TALREJA)
DEPUTY GENERAL SECRETARY

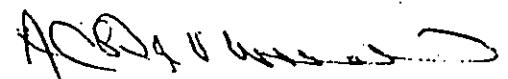
~~(J.N. TANDON)~~
GENERAL MANAGER
(PERSONNEL & IR)

V. V. Patel
(V.V. PATEL)
SR. VICE PRESIDENT

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

S. Srinivasakumar
(S. SRINIVASAKUMAR)
DEPUTY GENERAL SECRETARY

M. N. Joshi
(M.N. JOSHI)
DEPUTY GENERAL SECRETARY



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

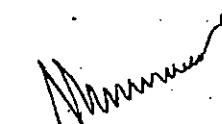


(V.R. DEGVEKAR)
GENERAL SECRETARY,
MAHARASHTRA REGION BANK
OF BARODA EMPLOYEES' UNION,
PUNE (AFFILIATED UNION)

WITNESSES

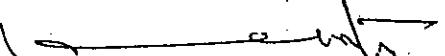


(SHYAM VYAS)
SENIOR MANAGER (PERSONNEL)


(S.S. PRASAD)
SR. VICE PRESIDENT



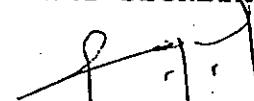
(N. BALASUBRAMANIAN)
MANAGER (PERSONNEL)



(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.

1. CLERICAL CADRE TO OFFICER CADRE promotion policy
2. DIRECT RECRUITMENT TO OFFICER CADRE
3. PROMOTION OF CLERKS AS SPECIAL ASSTT.
4. SUBORDINATE CADRE TO CLERICAL CADRE

DT. 16.FEB 1991

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

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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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 Ratan K Kapoor,
General Manager (Personnel)
2. Shri J N Tandon,
Dy. General Manager (Personnel)
3. Shri I P Mendonca,
Chief Manager (Personnel)

A N D

All India Bank of Baroda Employees' Federation

Represented by :

1. Shri Jitoobhai N Patel,
Senior Vice President.
2. Shri M. Rajagopal,
General Secretary.
3. Shri K.I. Talreja,
Joint Secretary.
4. Shri Milind Nadkarni,
Joint Secretary.
5. Shri R.C. Trivedi,
Joint Secretary.
6. Shri M.N. Joshi,
Joint Secretary.
7. Shri S. Srinivasakumar,
Joint Secretary.
8. Shri A.K. Sharma,
Central Committee Member.
9. Shri V.R. Degvekar,
General Secretary,
Maharashtra Region Bank of Baroda
Employees' Union.
(affiliated Union).

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1. SHORT RECITAL :

1.1 The Bank of Baroda (hereinafter referred to as 'the Bank') and the All India Bank of Baroda Employees' Federation (hereinafter referred to as 'the Federation') had signed a Settlement regarding Promotion Policy on 22nd September 1977 (hereinafter referred to as 'the 1977 Settlement'). It governed the following :

- a) Internal promotion from clerical cadre to officers' cadre ;
- b) Direct recruitment by the Bank to officers' cadre in 'F' Grade ;
- c) Promotion of clerks as Special Assistants ; and
- d) Promotion from subordinate cadre to clerical cadre.

1.2 The 1977 Settlement was to remain in force for a period of three years, i.e. end of 1980. A fresh comprehensive Promotion Policy Settlement could not be arrived at immediately thereafter in view of divergent opinions expressed on certain aspects of the matter by 'the Bank' and 'the Federation' and 'the 1977 Settlement' continued to be in operation with certain amendments as mentioned in clause 1.3.

1.3 The '1982 Settlement on direct recruitment of officers' dated 6th March, 1982, was arrived at incorporating certain modifications and alterations on the issue relating to the direct recruitment of officers. 'The Bank' and 'the Federation' also signed a short term Settlement dated 6th March, 1982, namely, 'the 1981 current promotion process Settlement' which was applicable only to the 1981 promotion exercise. Further, 'the Bank' and 'the Federation' signed another Settlement on 22nd March, 1988, namely, 'Promotion Policy (Amendment) Settlement 1988' providing for certain weightage to ex-servicemen in determining the minimum eligibility criteria for promotion from subordinate cadre to clerical cadre and clerical cadre to officers' cadre.

1.4 Negotiations for a comprehensive Promotion Policy were held between 'the Bank' and 'the Federation' on various dates including 14th February, 1991.

It has now been agreed to have separate Settlements on Promotion Policy and for assignment of duties of Special Assistants. Accordingly, a Settlement on Promotion Policy has been arrived at as appearing hereinbelow.

1.5 In arriving at the Settlement, negotiations were conducted with the Recognised Union, viz., All India Bank of Baroda Employees' Federation as required under the Settlement dated 1st September, 1973.

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2. TERMS OF SETTLEMENT :

2.1 This Settlement shall govern :

- a. Internal promotions from clerical cadre to officers' cadre ;
- b. Direct recruitment by the Bank to officers' cadre in Junior Management Grade/Scale I ;
- c. Promotion from subordinate cadre to clerical cadre ;
- d. Out of turn promotions for :
 1. Outstanding sportsmen/sportswomen ;
 2. Employees for their acts of bravery, etc.

3. INTERNAL PROMOTIONS TO OFFICERS' CADRE :

3.1 At the time of inviting applications for promotions from clerical cadre to officers' cadre, the Bank shall declare the number of internal promotions to be made. The bank shall have the right to reduce or exceed this number to the extent of -10- per cent of the number, so declared. If sufficient number of candidates do not qualify, the Bank shall have the right to further reduce the number of promotions.

3.2 The internal promotions shall be made by the Bank from the clerical cadre to officers' cadre on the following criteria :

TOTAL MARKS -500-

Divided as under :

Seniority -125-

Qualifications -125-

Written Test -175-

Interview -075-

Total -500-

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4. ELIGIBILITY :

4.1 Candidates with the minimum service mentioned against them shall be eligible for written test. Employees who left the Bank's service but were re-employed will also be considered eligible if they fulfil eligibility criteria as given below, on the basis of their present and past service in the Bank but excluding the period of temporary service, if any :

- (a) Graduates and above - Minimum -5- years in the clerical cadre.
- (b) Graduates and above with CAIIB Part I/CAIB Part I (London). - Minimum -4- years in the clerical cadre.
- (c) Graduates and above with both parts of CAIIB/ CAIB (London). - Minimum -3- years in the clerical cadre.
- (d) Non-graduates with CAIIB - Minimum -6- years in Part I/CAIB Part I(London) the clerical cadre.
- (e) Non-graduates with both parts CAIIB/CAIB (London) - Minimum -5- years in the clerical cadre.
- (f) Chartered Accountants(CA)- Cost Accountants(ICWA) - Confirmed employees (exempted from written test).
- (g) All others - Minimum -7- years in the clerical cadre.

5. AGE LIMIT :

5.1 Maximum -55 years.

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SENIORITY (-125- marks out of -500- marks).

6.1 An eligible candidate shall be given -9- marks (nine marks) for every completed year of service for the first -13- years of his/her service in the clerical cadre and -8- marks (eight marks) for the 14th year of his/her service. Thus, an employee who has put in service of -14- years and above shall be given -125- marks (one hundred and twenty five marks). The completed years of service shall be calculated as on the last day for submitting applications for promotions. The maximum number of marks for service shall not exceed -125-. In calculating completed year of service as of the last day for submitting applications for promotions, service of six months and above shall be taken as a completed year of service. Service of less than six months shall be ignored.

6.2 If a candidate has put in service in the Reserve Bank of India or a Commercial Bank or a Co-operative Bank or a Regional Rural Bank, prior to his/her joining Bank of Baroda, for such service in the other Bank, he/she shall be given weightage for his/her completed years of service in such bank provided he/she has put in a minimum qualifying service in the Bank of Baroda as indicated above at clause 4.1. The weightage for such service shall be at 3/4 (three quarter) year of service for a completed year of service in such Bank but only completed years calculated at that rate shall be considered, i.e. for two years of such service, he/she shall get a weightage of one year, for three years of such service, he/she shall get a weightage of two years, for four years of such service, he/she shall get a weightage of three years and so on.

6.3 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 and any period for which increment is postponed. Further, during the period of operation of punishment of stoppage of increments/reduction to lower stage, the number of increments stopped/reduced shall be treated as the number of years of service in the manner given in the illustrations below, subject to a maximum of three years to be proportionately reduced from the seniority marks to be given otherwise.

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Illustration (1):

Mr. X is having 10 years of service. He has been imposed punishment of stoppage of two increments on 1.10.90. Computation of his seniority marks for the promotion exercises, in which the last date of receipt of application falls during the operation of punishment, i.e. 1.10.90 to 30.9.92 shall be as under :

Seniority marks for his service of 10 years $9 \times 10 = 90$ (A)

Less marks to be reduced proportionately by the number of increments stopped $9 \times 2 = 18$ (B)

Total seniority marks to be given to Mr. X (A) - (B) $90 - 18 = 72$.

Illustration (2) :

Mr. Y is having 17 years of service. He has been imposed punishment of stoppage of five increments on 15.7.90. Computation of his seniority marks for the promotion exercises, in which the last date of receipt of applications falls during the operation of punishment, i.e. 15.7.90 to 14.7.95 shall be as under :

Seniority marks for his service of 17 years $9 \times 13 = 117$
 $8 \times 1 = 8$

125 (A)

Less seniority marks to be reduced proportionately by the number of increments stopped subject to a maximum of 3 years $8 \times 1 = 8$
 $9 \times 2 = 18$

26 (B)

Total seniority marks to be given to Mr. Y (A) - (B) $125 - 26 = 99$

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7. QUALIFICATIONS (-125- marks out of -500- marks).

7.1 The allotment of marks for various qualifications shall be as under :

	<u>Marks</u>
a) Under graduates (i.e. matriculation and above but those who are not graduates).	-40-
b) Graduates and above	-60-
Further additional marks :	
c) Post Graduate Degree in Commerce, Economics, a degree in Law, full time Diploma in Banking of a recognised University/Indian Institute of Bankers; Diploma in Computer Management by a recognised university, MBA of a recognised university.	-10-
d) First Class/Second Class, Honours, Distinction either in B.A., with Economics as principal subject or Degree in Commerce at the Graduate or Post Graduate level.	-05-
e) CAIIB Part I or CAIB (London) Part I	-20-
f) Both parts of CAIIB/CAIB (London)	-50-

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8. WRITTEN TEST (-175- marks out of -500- marks)

8.1 All eligible candidates, except those covered under clause 4.1(f) above, shall have to appear for the written test consisting of test mainly on Banking Law and Practice and Procedure, 20 per cent shall be in the form of Trade Test and 80 per cent in the form of questions on Banking Law and Practice and Procedure with a practical bias towards the working of the Bank/Banking Operations, for which -175- marks are allotted. Any candidate who secures a minimum of -62- marks out of -175- marks in the written test shall be considered eligible for appearing at the oral interview.

8.2 Those eligible candidates having the qualifications as Chartered Accountant (CA)/Cost Accountant (ICWA), shall be exempted from the written test. Such candidates shall intimate to the Bank their results with necessary details within one month from the date he/she becomes eligible to participate in promotion exercise in terms of clause 4.1.

9. INTERVIEW (-75- marks out of -500- marks).

9.1 -75- marks shall be allotted for the oral interview.

9.2 The Bank shall constitute panels of interviewers for interviewing those candidates who have secured the minimum marks required to become eligible for interview. There shall be no minimum pass marks in interview.

9.3 The Bank shall normally hold interviews twice a year for candidates falling under clause 8.2.

10. SPECIAL PROVISIONS :

10.1 INTERNAL PROMOTIONS BASED ON SENIORITY-RESERVATION:

It is agreed that out of the total promotions to be made the Bank shall reserve 20 per cent to be made from amongst the employees who have completed -14- years of service or more in the Bank. The list for reserved promotions shall be called the 'Senior's list' and the list of remaining -80- per cent shall be called the 'General list'.

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10.2 SENIOR'S LIST :

A separate list called the 'Senior's list' of such employees as mentioned in clause 10.1 shall be prepared in the descending order of total marks obtained by them consisting of marks for seniority, marks for qualifications, marks obtained in the written test and interview. There will be no minimum passing marks in the written test for such candidates notwithstanding provision for such minimum marks made heretobefore. From the 'Senior's list' so prepared, 20 per cent of the promotions shall be made. Those who have passed the written test and have appeared in the interview but have not been promoted under the 'Senior's list' shall be merged with the 'General list'.

10.3 EXEMPTION IN WRITTEN TEST IN CERTAIN CASES :

Candidates who obtain -105- or more marks in the written test but are not promoted, shall be at their option given one exemption from appearing in the next written test only. In such cases they shall be interviewed alongwith other candidates and the marks obtained by them in the previous written test shall be the marks for considering their promotion.

However, | ONLY FOR THE FIRST WRITTEN TEST to be held under this Settlement, candidates who have obtained -70- or more marks in the written test for the promotion exercise held in the year 1989, but were not promoted, shall be at their option given exemption from appearing in the written test only. In such cases, they shall be interviewed alongwith other candidates and the marks obtained by them in the written test with due weightage shall be the marks for considering their promotion.

To illustrate :

Weightage for the marks obtained out of -125- in the written test for the exercise held in the year 1989 shall be notionally calculated, considering the maximum marks for the written test as -175-, i.e. :

marks obtained by candidate - 70

notional marks with due weightage. - $70 \div 125 \times 175 = 98$

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11. DECLARATION OF PROMOTION :

11.1 After the interviews are over, the Bank shall prepare an All India List of candidates who appeared in the interview by adding the marks for seniority, qualifications, marks obtained in the written test and marks obtained in the interview and arrange them in the order of aggregate marks obtained by the candidates. Subject to clause 3.1 mentioned above and clause 10, the promotions shall be on All India basis from the list so prepared. From this list, the Management may promote in that order candidates according to its needs as and when necessary, after the initial promotions are effected. Provided, however, promotions declared subsequent to the initial promotions as a result of the written test shall have effect from the date of initial promotions for the purpose of fixation of salary as an officer. No salary, however, as per officers' cadre shall be payable between the date of initial promotion and the date on which subsequent promotions are declared. Subject to clause 10, the required number of candidates shall be promoted from this list called the 'general list'.

The Bank shall have the right to maintain a waiting list upto 10 per cent of the number of promotions for its future needs till the next promotion exercise which it may or may not utilise in its discretion. Promotions, if declared from the waiting list, shall take effect from the date of declaration of such promotions for all purposes.

11.2 The candidates falling under clause 8.2 and interviewed in terms of clause 9.3 shall be eligible for promotion if found suitable.

12. GENERAL :

12.1 Marks obtained by the candidates in the written test shall not be given to the panel of interviewers.

12.2 There shall be atleast one written test for promotion to officers' cadre in a calendar year. If for any pressing reason, the written test cannot be held in a particular year, the Federation will be informed in writing and the matter will be discussed with the Federation.

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12.3 A statement showing number of direct recruitment of Junior Management Grade/Scale I officers in generalist category at the end of every year; and a list of internal promotees from clerical to officers' cadre with the declaration of promotion results, shall be furnished to 'the Federation'.

12.4 After all the internal promotions are declared, the Bank shall within two months thereof communicate to candidates who are not promoted the marks obtained by them in the written test and interview.

13. DIRECT RECRUITMENT OF OFFICERS :

13.1 The Bank shall have the right to recruit officers directly in Junior Management Grade/Scale I as against internal promotions in the following proportion :

Internal Promotions : -75-

Direct Recruitment : -25-

13.2 The above proportion of direct recruits shall not include officers recruited in specialists cadre.

13.3 The qualifications for direct recruitment of officers in Junior Management Grade/Scale I shall be as may be prescribed by the Government/Banking Service Recruitment Boards and appointment shall be made through Banking Service Recruitment Boards or any other agency as may be recommended by the Government.

14. RESERVATION OF VACANCIES/ELIGIBILITY CRITERIA AND OTHER MATTERS RELATING TO PROMOTIONS TO OFFICERS' CADRE IN TERMS OF GOVERNMENT POLICY FOR SPECIFIED CLASSES SUCH AS SCHEDULED CASTES/SCHEDULED TRIBES/EX-SERVICEMEN AND ANY OTHER CATEGORY SPECIFIED BY THE GOVERNMENT.

14.1 The guidelines/directives issued by the Government of India/Indian Banks' Association from time to time for relaxation of criteria, reservation of posts, etc., for SC/ST/Ex-Servicemen and any other category that may be specified by the Government shall be deemed to be a part of this promotion policy and shall be given effect to accordingly. The Federation shall be advised of the guidelines/directives received from the Government of India/Indian Banks' Association from time to time.

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15. OUT OF TURN PROMOTION :

15.1 The policy regarding the out of turn promotions to officers' cadre of employees who are outstanding sportsmen/sportswomen; employees who apprehend dacoits/robbers; etc., shall be as may be directed by the Government of India/Indian Banks' Association from time to time under a policy guideline/directive. The Federation shall be advised of the guidelines/directives received from the Government of India/Indian Bank's Association from time to time.

16. CASES OF DISCIPLINARY ACTION :

16.1 The candidates (a) who are under suspension or (b) against whom disciplinary proceedings are pending or (c) against whom prosecution has been launched in a court of law or sanction for prosecution has been issued, will be permitted to appear in the promotion exercise but their results would be kept in abeyance.

16.2 If, on the conclusion of the departmental/court proceedings the candidate is completely exonerated, the result kept in abeyance would be declared. If found successful, promotion will take effect from the date of declaration of initial promotions for the purpose of seniority/fixation of salary as an officer. No arrears of salary, however, as per officers' cadre shall be payable for the intervening period.

16.3 If punishment is imposed on the candidate as a result of the departmental proceedings/found guilty in the court proceedings against him/her, he/she will not be eligible for promotion in the first exercise for which his/her result is kept in abeyance.

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17. PROMOTION FROM SUBORDINATE CADRE TO CLERICAL CADRE:

17.1 ELIGIBILITY :

Only confirmed full time employees in subordinate cadre with the minimum service mentioned against them, as under, excluding period of temporary service, if any, shall be eligible to apply for promotion to clerical cadre :

Candidates who have passed - No minimum period of service SSC/Matriculation or equivalent examination.

Candidates who have appeared -8- years of service at SSC/Matriculation or equivalent examination, but have failed.

Those candidates who have - -10- years of service. passed examination one standard below SSC/Matriculation or equivalent examination.

17.2 Candidates who have passed/failed in the examination equivalent to SSC/Matriculation shall have to submit a certificate from the Office of Director General of Education (Central) certifying that the examination passed/failed in by the candidate is equivalent to SSC/Matriculation for the purpose of recruitment in Central Government services. Such a certificate should be submitted by the candidate while applying for the promotion exercise. Application submitted without such certificate shall not be considered.

18. WRITTEN TEST :

18.1 All eligible candidates shall appear in the written test prescribed by the Bank from time to time, which is at present in English and Arithmetic, as per the syllabus prescribed by the Bank.

18.2 All candidates who secure minimum -33- per cent marks in the written test in English and Arithmetic each would be interviewed.

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18.3 There shall be atleast one written test for promotion to clerical cadre in a calendar year. If for any pressing reason the written test cannot be held in a particular year, the Federation will be informed in writing and the matter will be discussed with the Federation.

18.4 However, candidates already in the service of the Bank, who have passed SSC as on the date of this Settlement would be exempted from appearing in the written test for the next three promotion exercises conducted by the bank subject to (a) & (b) mentioned below. Moreover, candidates already in the service of the Bank as on the date of this Settlement and pass the SSC examination during the period of holding the next two promotion exercises to be held after the date of this Settlement, shall be exempted from the written test falling within the period of total three exercises to be held after the date of this Settlement subject to (a) & (b) mentioned below :

(a) Those candidates who have obtained 45% marks in English and/or Arithmetic/Mathematics in SSC would be exempted from appearing in the Bank's written test in that subject.

(b) Those candidates who have obtained 50% and more marks in aggregate in SSC (provided they have passed in English and Arithmetic/Mathematics) would not be required to appear for the Bank's written test.

18.5 All candidates who have acquired or may acquire graduation of a recognised university, after joining the Bank would be exempted from appearing in the written test. Such candidates shall intimate to the Bank their results with necessary details within one month of the declaration of their results.

18.6 Candidates who fall under clauses 18.4 and 18.5 would be directly interviewed. The Bank shall normally hold interviews twice a year for such candidates.

19. INTERVIEW :

19.1 Candidates who are found suitable in the interview would be promoted to the clerical cadre.

19.2 Candidates who are not promoted will be intimated the marks obtained by them in the written test within a period of two months of the announcement of promotion from subordinate cadre to clerical cadre.

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20. RESERVATION OF VACANCIES/ELIGIBILITY CRITERIA AND OTHER MATTERS RELATING TO PROMOTIONS TO CLERICAL CADRE IN TERMS OF GOVERNMENT POLICY FOR SPECIFIED CLASSES SUCH AS SCHEDULED CASTES/SCHEDULED TRIBES/EX-SERVICEMEN AND ANY OTHER CATEGORY SPECIFIED BY THE GOVERNMENT.

20.1 The guidelines/directives issued by the Government of India/Indian Banks' Association from time to time for relaxation of criteria, reservation of posts, etc., for SC/ST/Ex-Servicemen and any other category that may be specified by the Government shall be deemed to be a part of this promotion policy and shall be given effect to accordingly. The Federation shall be advised of the guidelines/directives received from the Government of India/Indian Banks' Association from time to time.

21. OUT OF TURN PROMOTION :

21.1 The policy regarding the out of turn promotions to clerical cadre of employees who are outstanding sportsmen/sportswomen; employees who apprehend dacoits/robbers; etc., shall be as may be directed by the Government of India/Indian Banks' Association from time to time under a policy guideline/directive. The Federation shall be advised of the guidelines/directives received from the Government of India/Indian Banks' Association from time to time.

22. CASES OF DISCIPLINARY ACTION :

22.1 The candidates (a) who are under suspension or (b) against whom disciplinary proceedings are pending or (c) against whom prosecution has been launched in a court of law or sanction for prosecution has been issued, will be permitted to appear in the promotion exercise but their results would be kept in abeyance.

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22.2 If, on the conclusion of the departmental/court proceedings the candidate is completely exonerated, the result kept in abeyance would be declared. If found successful, promotion will take effect from the date of declaration of initial promotions for the purpose of seniority/fixation of salary as a clerk. No arrears of salary, however, as per clerical cadre shall be payable for the intervening period.

22.3 If punishment is imposed on the candidate as a result of the departmental proceedings/found guilty in the court proceedings against him/her, he/she will not be eligible for promotion in the first exercise for which his/her result is kept in abeyance.

23. This Settlement supersedes all previous understandings/agreements/settlements in respect of matters covered under this Settlement.

24. 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 resolving it.

25. PERIOD OF OPERATION :

25.1 This Settlement shall be effective for a period of five years from the date of this Settlement and shall continue to be effective thereafter until it is terminated by either party after following the procedure prescribed for such termination under the Industrial Disputes Act, 1947. However, the parties agree to review the Settlement, if needed, after the expiry of three years from the date of the Settlement.

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SIGNATURE OF THE PARTIES

~~(Ratan K Kapoor)~~
General Manager
(Personnel)

~~(J.N. Tandon)~~
Dy. General Manager
(Personnel)

~~(I.P. Mendonca)~~
Chief Manager
(Personnel)

Jitoobai
(Jitoobai N. Patel)
Senior Vice President

M. Rajagopal
(M. Rajagopal)
General Secretary

K.I. Talreja
(K.I. Talreja)
Joint Secretary

M. Nadkarni
(Milind Nadkarni)
Joint Secretary

R.C. Trivedi
(R.C. Trivedi)
Joint Secretary

M.N. Joshi
(M.N. Joshi)
Joint Secretary

S. Srinivasakumar
(S. Srinivasakumar)
Joint Secretary

A.K. Sharma
(A.K. Sharma)
Central Committee Member

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

WITNESSES

Y.H. Dhorda
(Mrs. Yasmin H. Dhorda)
Senior Manager
(Personnel)

N. Balasubramanian
(N. Balasubramanian)
Personnel Officer

V. C. Gupta
(V.C. Gupta)
Central Committee Member

P.K. Acharya
(P.K. Acharya)
Dy. General Secretary
Bihar State Bank of Baroda
Employees' Union.
(affiliated union)

S.N. Goyal
(S.N. Goyal)
General Secretary
Bank of Baroda Employees'
Association, (Punjab &
Chandigarh) (affiliated
Union)

K. Raman
(K. Raman)
General Secretary
Bank of Baroda Employees'
Association (Tamil Nadu)
(affiliated Union)

M.B. Sripathi Rao
(M.B. Sripathi Rao)
Central Committee Member

Date: 16th February, 1991.

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.

SETTLEMENT FOR
SPBCIAL ASSISTANT 1991

DT. 16 FEB 1991

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

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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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 Ratan K Kapoor,
General Manager (Personnel)
2. Shri J N Tandon,
Dy. General Manager (Personnel)
3. Shri I P Mendonca,
Chief Manager (Personnel)

A N D

All India Bank of Baroda Employees' Federation

Represented by :

1. Shri Jitoobhai N Patel,
Senior Vice President.
2. Shri M. Rajagopal,
General Secretary.
3. Shri K.I. Talreja,
Joint Secretary.
4. Shri Milind Nadkarni,
Joint Secretary.
5. Shri R.C. Trivedi,
Joint Secretary.
6. Shri M.N. Joshi,
Joint Secretary.
7. Shri S. Srinivasakumar,
Joint Secretary.
8. Shri A.K. Sharma,
Central Committee Member.
9. Shri V.R. Degvekar,
General Secretary,
Maharashtra Region Bank of Baroda
Employees' Union.
(affiliated Union).

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1. SHORT RECITAL :

- 1.1 On 22.9.1977, a Settlement on Promotion Policy was signed by Bank of Baroda (hereinafter referred to as 'the Bank') and the All India Bank of Baroda Employees' Federation (hereinafter referred to as 'the Federation').
- 1.2 Clauses 13, 14 and 15 of the Settlement on 'Promotion Policy' dated 22.9.1977 (hereinafter referred to as 'the 1977 Settlement') laid down the criteria for assignment of duties of Special Assistant to clerical staff.
- 1.3 "The 1977 Settlement - Special Assistant (Amendment) 1984" modified certain provisions for assignment of duties of Special Assistant.
- 1.4 During the discussions held with 'the Federation' it was agreed to review the criteria for assignment of duties of Special Assistant to clerks and to sign a Settlement thereon.
- 1.5 Negotiations were, therefore, held between 'the Bank' and 'the Federation' on various dates including 14th February, 1991, and a Settlement has been arrived at as appearing hereinbelow.
- 1.6 In arriving at this Settlement, negotiations were conducted with the recognised union, viz., All India Bank of Baroda Employees' Federation, as required under the Settlement dated 1.9.1973.

2. TERMS OF SETTLEMENT :

- 2.1 This Settlement shall be called 'The Settlement for assignment of duties of Special Assistant - 1991'.
- 2.2 It shall come into force with effect from 16th February, 1991.
- 2.3 This Settlement shall govern :
 - a) the criteria for assignment of duties of Special Assistant ;
 - b) the criteria for retransfer of those who are Special Assistants, as on the date of this Settlement, and were posted outside their previous place of posting and have completed -5- years of service at outside place or will complete -5- years of service hereafter.

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2.4 It is further agreed by the parties to discuss and evolve the criteria for retransfer of those Special Assistants who will be assigned the duties of Special Assistant after the date of this Settlement and are posted in a place other than the place where he/she was working prior to the assignment of such duties.

3. CRITERIA FOR ASSIGNMENT OF DUTIES OF SPECIAL ASSISTANT TO CLERKS :

3.1 The Bank shall assign the duties of Special Assistant to clerical staff in the ratio of 20% (Twenty per cent) of internal promotions to officers' cadre within -90-days from the date of declaration of such promotions to officers' cadre. Fraction of 0.5 per cent or more is to be rounded off to one. Any fraction of less than 0.5 per cent is to be ignored. If there are not sufficient number of promotions to the officers' cadre warranting promotion of atleast one Special Assistant in the State or the Administrative Region of the Bank whichever is smaller, the Bank agrees to assign the duties of Special Assistant to one clerk. However, if there is no promotion to the officers' cadre in the State or the Administrative Region of the Bank whichever is smaller, no assignment of duties of Special Assistant shall be made.

3.2 Assignment of duties of Special Assistant would be made on the basis of seniority. 'Seniority' shall mean the length of regular full time service from the date of entry in the clerical cadre provided that :

(a) While calculating the length of regular full time service additional weightage shall be given as follows :

For Graduation - 2 years of service shall be added.

For CAIIB - I - 1 year of service shall be added.
CAIB - I (London)

For CAIIB - II - 2 years of service shall be added.
CAIB - II (London)

Thus weightage for those who have completed CAIIB - I/CAIB - I (London) and CAIIB-II/CAIB-II (London) shall be -3- years of service.

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(b) 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 and any period for which increment is either stopped or postponed.

3.3 Inter-se seniority shall be determined on the following basis :

- (a) where two or more employees have equal seniority, one who has entered the cadre/category as a regular full time employee earlier would be considered senior.
- (b) where two or more employees have equal seniority and the date of their entry into the cadre/category as per (a) above is also the same, the one who has joined 'the Bank' as a regular full time employee earlier would be considered senior.
- (c) where two or more employees have equal seniority and their date of entry into the cadre/category and the date of joining 'the Bank' is also the same as per (a) and (b) above, the one whose date of birth falls earlier would be considered senior.

3.4 For the purpose of considering seniority, all employees in clerical cadre (whether working in Accounts Department or in Cash Department or as typists, stenographers, godown keepers, telephone operators/telex operators) in the State or the Administrative Region of the Bank, whichever is smaller, will be considered the unit for the purpose of assignment of duties of Special Assistant on regular basis.

3.5 The vacancies caused in the Special Assistant's post on account of death, retirement, resignation, reversion/transfer of a Special Assistant on his/her request foregoing his/her Special Assistant's allowance and termination of services of a Special Assistant by way of dismissal, abandonment of service or voluntary retirement, would be filled in within -90- days of the occurrence of such vacancy.

3.6 The Bank shall identify the vacancy for the post of a Special Assistant at any place within the geographical area of the administrative region. Such vacancy, however, shall as far as possible be identified at Semi-Urban/Rural Centres.

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4. ELIGIBILITY :

4.1 To become eligible for assignment of duties of Special Assistant, the employee should have minimum -3- years of service in clerical cadre in the Bank and is not otherwise ineligible in terms of the following :

- (i) An employee who is transferred at his/her own request and foregoes/undertakes not to claim special allowance for a specified period, in terms of the Bank's administrative rules, shall not be considered for assignment of duties carrying special allowances for that period.
- (ii) Once an employee refuses to accept offer of assignment of duties of Special Assistant on regular basis, he/she shall be ineligible for assignment of such duties on regular as well as on temporary basis for a period of -5- years from the date of such offer. His/her case would be considered only after that period, if he/she makes a written request after that period, for consideration of his/her case in future.
- (iii) When an employee refuses to accept offer of assignment of duties of Special Assistant on temporary basis on three occasions, he/she shall be ineligible for assignment of such duties on regular as well as on temporary basis for a period of -5- years from the date of the third offer. His/her case would be considered only after that period, if he/she makes a written request after that period, for consideration of his/her case in future.
- (iv) Conditional acceptance of an offer of duties of a Special Assistant either on temporary or on regular basis shall be deemed as a refusal to accept the offer. For this purpose, offer by the Bank and acceptance by the employee shall be done only in Proforma 'A' and 'B' respectively, attached hereto. Acceptance of offer in any other form shall constitute refusal of the offer.
- (v) Clause (ii) above shall also be applicable in cases where employees have opted for and have been given reversion from the post of Special Assistant.
- (vi) The principles of paragraph 529 of Sastry Award shall be applicable for assignment of duties of Special Assistant and 'the Bank' shall have the right to supersede a senior employee in terms of the principles laid down under that paragraph.

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5. MODE OF SELECTION :

5.1 i) The Bank shall invite applications from amongst the eligible clerical staff for filling up the vacancy/ies at the identified centre/s within the administrative region.

ii) The eligible clerical staff may apply for more than one identified centre/s in the order of preference.

iii) A seniority list shall be prepared of the eligible employees who have applied for each identified centre. The seniority shall be reckoned in terms of clauses 3.2 and 3.3 above as of the date of promotion to officers' cadre in relation to which assignment of duties of Special Assistant is made.

iv) For each identified vacancy of a Special Assistant three senior most eligible applicants for that vacancy as per the seniority list, shall be called for interview.

v) The senior most eligible applicant found suitable in the interview for each vacancy shall be assigned the duties of Special Assistant.

vi) The applicant so selected and assigned the duties of a Special Assistant at a place other than the place of his immediately preceding posting shall be considered to have been transferred and posted at the instance of the Bank.

6. ASSIGNMENT OF DUTIES OF SPECIAL ASSISTANT ON TEMPORARY BASIS :

6.1 The following will be excluded from the purview of this clause relating to temporary assignment of duties of Special Assistant :

a) Branch Managers, Joint Branch Managers or second officer where there is no Joint Branch Manager in the branch.

b) Branches in metropolitan cities and branches in towns/places having more than one branch.

Whenever officer/s in a branch (excluding those mentioned at (a) and (b) above) goes/go on leave, deputation or training for a period of -7- days and more but less than three months, the senior-most eligible clerk at the branch shall be assigned the duties of Special Assistant on temporary basis for such a period, provided that such assignment shall be restricted to two clerks at the branch at any given point of time. No substitute would be given in the

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place of such senior clerk/s who is/are assigned the duties of Special Assistant. Working as a Special Assistant on temporary basis in this manner would not confer on the employee concerned any right to be made permanent as a Special Assistant merely by virtue of such temporary assignment. Where an officer goes on leave, deputation or training for more than three months, 'the Bank' would have the right to make suitable arrangements for filling in the post.

6.2 Whenever a Special Assistant at a branch proceeds on leave, deputation or training for a period of -7- days or more but less than three months, the next senior most eligible clerk at the branch would be assigned the duties of Special Assistant on temporary basis. Such temporary assignment in the vacancy of a Special Assistant would not confer on the employee concerned any right to become a permanent Special Assistant merely by virtue of such temporary assignment. No recruitment of a clerk would be made in place of such senior clerk who has been assigned the duties of Special Assistant on temporary basis.

6.3 For the purpose of clauses 6.1 and 6.2 above seniority of eligible clerks at the branch shall mean seniority reckoned in terms of clauses 3.2 and 3.3 of this Settlement amongst confirmed full time eligible employees working in a branch. In a situation where all otherwise eligible employees at the branch are within their respective period of ineligibility, then, notwithstanding sub-clauses 4.1 (i), (ii) and (iii), one whose period of ineligibility expires first would be considered for assignment of duties of Special Assistant on temporary basis provided he/she is willing.

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CASES FOR DISCIPLINARY ACTION :

7.1 The candidates (a) who are under suspension; or (b) against whom disciplinary proceedings are pending; or (c) against whom prosecution has been launched in a court of law or sanction for prosecution has been issued, shall fall under the principles of paragraph 529 of Sastry Award as mentioned in sub-clause 4.1(vi) of this Settlement till the conclusion of such proceedings.

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8. RETRANSFER OF SPECIAL ASSISTANTS:

8.1 It is agreed that Special Assistants, as on the date of this Settlement, who are posted outside their previous place of posting as clerks and have completed -5- years of service at that outside place/s as Special Assistant or will complete -5- years of service hereinafter, shall be retransferred at the Bank's instance in the manner given hereinbelow. 7

8.2 Applications will be invited by 'the Bank' from Special Assistants as mentioned in clause 8.1 above, for retransfer.

8.3 The Special Assistants covered under clause 8.1 above desiring retransfer shall have to necessarily indicate in the application -3- places of their choice in the order of preferences. The applications shall be in the format prescribed by the Bank and shall be submitted within the prescribed period.

8.4 A list of such applicants shall be prepared and maintained, on the basis of longest stay of outside posting and place-wise preferences, by the concerned Regional Office.

8.5 Retransfer of Special Assistants mentioned in clause 8.1 above shall be considered by 'the Bank' on the basis of longest stay outside and in accordance with the preferences given in the application, subject, however, to the vacancy at such places, as mentioned hereinbelow. For example, if the vacancy is identified in X, Y and Z places and the senior most applicant, reckoned in terms of clause 8.4 above has given preferences of places A, Y and Z in that order, there being no vacancy at A, he shall be posted in place Y.

8.6 Identification of vacancy in a region for retransfer of Special Assistants mentioned in clause 8.1 above shall be done in the following manner and shall be called 'Identified Vacancy'.

8.7 The place in a region from where a clerk is selected for assignment of duties of Special Assistant through the process of this Settlement and is posted at a place other than the place of his immediate preceding place of posting, the 'identified vacancy' shall be the place of "the immediate preceding place of posting".

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- 8.8 In addition, places in regions from where Special Assistants retire, resign, are reverted, transferred on request foregoing Special Assistant's allowance, promoted to officers' cadre, terminated from service or expire, hereinafter, shall also be 'identified vacancies' for the purpose of retransfer of Special Assistants.
- 8.9 Special Assistants who have not completed -5- years of service as Special Assistant outside the previous place of posting from where they were transferred as Special Assistant at Bank's instance, as on the date of the Settlement, shall be eligible to apply for retransfer immediately upon completion of -5- years of service. Such applications shall be dealt with in the same manner as stipulated hereinabove.
- 8.10 Retransfer of Special Assistants made under this clause shall be deemed to be transfer made by 'the Bank' at its instance.

9. GENERAL :

- 9.1 An employee who is assigned duties of Special Assistant on a regular basis (not being a temporary assignment) shall be put on probation of six months. If his work during the period of probation is not found satisfactory, he would be liable to be reverted to his original position and the vacancy would be filled in in terms of clause 5.1 above.
- 9.2 Notwithstanding the provisions of this Settlement, determination of seniority of ex-servicemen, scheduled caste/scheduled tribe employees shall be governed in accordance with the guidelines/directives, etc., if any, issued by the Government of India, Reserve Bank of India, Indian Banks' Association, from time to time. A copy of such guidelines/directives, etc., shall be provided to 'the Federation'.
- 9.3 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.
- 9.4 This Settlement supersedes all previous understandings/agreements/settlements/practices, local, regional, zonal or otherwise, in respect of matters covered under this Settlement.

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SIGNATURE OF THE PARTIES

~~(Ratan K Kapoor)~~
General Manager
(Personnel)

~~(J.N. Tandon)~~
Dy. General Manager
(Personnel)

~~(L.P. Mendonca)~~
Chief Manager
(Personnel)

Jn Patel
(Jitoobhai N. Patel)
Senior Vice President

M. Rajagopal
(M. Rajagopal)
General Secretary

O.S.T. Chavhan
(K.I. Talreja)
Joint Secretary

M. Nadkarni
(Milind Nadkarni)
Joint Secretary

R.C. Trivedi
(R.C. Trivedi)
Joint Secretary

M.N. Joshi
(M.N. Joshi)
Joint Secretary

S. Srinivasakumar
(S. Srinivasakumar)
Joint Secretary

A.K. Sharma
(A.K. Sharma)
Central Committee Member

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

WITNESSES

Y.H. Dhopda
(Mrs. Yasmin H. Dhopda)
Senior Manager (Personnel)

Sunder D. Poojary
(Sunder D. Poojary)
Joint Secretary

Veera Kumar
(Mrs. Veera Kumar)
Personnel Officer

Suvarna
(S.C. Suvarna)
Joint Secretary

K.S.B. Panicker
(K.S.B. Panicker)
Central Committee Member

Arun Kumar Chakravarti
(Arun Kumar Chakravarti)
General Secretary,
Paschim Banga Karmachari Samiti
(affiliated Union)

M.R. Mishra
(M.R. Mishra)
Central Committee Member

Date: 16th February, 1991.

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.

DRAFT OF THE LETTER TO BE ISSUED TO A
CLERK WHEN DUTIES ATTRACTING SPECIAL
ASSISTANT'S ALLOWANCE ARE ENTRUSTED
TO HIM/HER.

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

Dear Sir/Madam,

1. You are hereby advised that in addition to your duties/functions of(the present category), you are required to perform duties of Special Assistant with effect from(date) until further instructions, at branch.
2. You will be paid special allowance of Rs per month for the period you are required to perform the aforesaid duties.
3. Please signify your acceptance of this offer in the proforma attached herewith* within -7- 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 for assignment of duties of Special Assistant - 1991', acceptance of this offer in a form other than the one attached herewith shall be deemed to be a refusal of this offer.
- 4.** In case this offer is refused, please note that no such offer will be made to you in future for a period of five years from the date of this offer. Thereafter, your case would be considered only on a written request received from you.

Yours faithfully,

NOTE : 1.* To substitute these words with 'immediately' when offer is made for temporary assignment.

2.** Para 4 would be deleted when offer is made for temporary assignment for the first and second time.

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PROFORMA "B"

DRAFT OF THE LETTER TO BE GIVEN BY A
CLERK ACCEPTING THE OFFER OF ASSIGNMENT
OF DUTIES ATTRACTING SPECIAL ASSISTANT'S
ALLOWANCE

TO

.....
Bank of Baroda

..... Branch

Dear Sir,

I refer to your letter No.....

dated assigning me duties of Special

Assistant with effect from
..... at Branch.

I hereby accept the above offer made by the Bank.

Yours faithfully,

(SIGNATURE)

NAME :

E.C.NO:

Date :

Place :

SR

CRITERIA FOR DETERMINATION OF DUTIES -
HEAD CASHIER CAT. 'E' CATEGORY - 'E' CASHIERS
HEAD CASHIER CAT. 'C' AT CURRENCY CHESTS - 1991

Dt. 16 FEB 1991

MEMORANDUM OF SETTLEMENT

(Under Section 12(p) of the Industrial Disputes Act, 1947, read with 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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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 Ratan K Kapoor,
General Manager (Personnel)
2. Shri J N Tandon,
Dy. General Manager (Personnel)
3. Shri I P Mendonca,
Chief Manager (Personnel)

A N D

All India Bank of Baroda Employees' Federation

Represented by :

1. Shri Jitoobhai N Patel,
Senior Vice President.
2. Shri M. Rajagopal,
General Secretary.
3. Shri K.I. Talreja,
Joint Secretary.
4. Shri Milind Nadkarni,
Joint Secretary.
5. Shri R.C. Trivedi,
Joint Secretary.
6. Shri M.N. Joshi,
Joint Secretary.
7. Shri S. Srinivasakumar,
Joint Secretary.
8. Shri A.K. Sharma,
Central Committee Member.
9. Shri V.R. Degvekar,
General Secretary,
Maharashtra Region Bank of Baroda
Employees' Union.
(affiliated Union).

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1. SHORT RECITAL :

1.1 On 3rd October, 1978, Settlement on 'Other Issues' was signed by the Bank of Baroda (hereinafter referred to as 'the Bank') and the All India Bank of Baroda Employees' Federation (hereinafter referred to as 'the Federation').

1.2 Clause 7.1 of the Settlement on 'Other Issues' dated 3rd October, 1978, (hereinafter referred to as 'the 1978 Settlement') lays down the criteria for assignment of duties of Head Cashier Category 'C' and that Head Cashier Category 'C' allowance would be sanctioned in all branches.

1.3 Subsequent to 'the 1978 Settlement' during the various structured meetings with the Bank, 'the Federation' demanded the post of Head Cashier Category 'E' in certain branches and Head Cashier Category 'C' in currency chests.

1.4 During the structured meetings held on 16th, 17th and 18th July, 1990 with 'the Federation', it was agreed to assign the duties of Head Cashier Category 'E' at certain branches and assign the duties of Head Cashier Category 'C' at currency chests. Therefore, a need has been felt to amend the relevant clause/s of 'the 1978 Settlement' and also to make provision for Head Cashier Category 'C' at currency chests. Negotiations were, therefore, held between 'the Bank', and 'the Federation' on various dates including 14th February, 1991, and a Settlement has been arrived at, as appearing hereinbelow.

1.5 In arriving at this Settlement, negotiations were conducted with the recognised union, viz., the All India Bank of Baroda Employees' Federation, as required under the Settlement dated 1.9.1973.

2. TERMS OF SETTLEMENT :

2.1 This Settlement shall be called 'the 1978 Settlement (Amendment) - Criteria for assignment of duties of Head Cashier Category 'E' at certain branches and Head Cashier Category 'C' at currency chests - 1991'.

2.2 It shall come into force with effect from 1st November, 1990.

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2.3 This Settlement shall govern :

- (i) Criteria for assignment of duties of Head Cashier Category 'E' at branches ;
- (ii) Criteria for assignment of duties of Head Cashier Category 'C' at currency chests.

3. DEFINITION :

3.1 In this Settlement, unless there is anything repugnant in the subject or context:

"Classification of branches" shall mean classification of branches done by the Bank, in terms of guidelines issued by the Government, under Regulation 6 of Bank of Baroda (Officers') Service Regulations, 1979.

"Classification of Currency Chests" shall mean classification of currency chests done by the Bank in terms of guidelines received from the Reserve Bank of India.

"Category (A) branch" shall mean branches situated in city/town/places which have more than one branch or where a second branch is to be opened.

"Category (B) branch" shall mean branches situated in city/town/place which has only one branch.

"Seniority" shall have the same meaning as defined in the clauses 3.1 and 3.2 of the Settlement on 'Other Issues' (Amendment) 1984 dated 18th April, 1984 (hereinafter referred to as 'the 1984 Settlement').

4. CRITERIA FOR ASSIGNMENT OF DUTIES OF HEAD CASHIER CATEGORY 'E' AT BRANCHES :

4.1 In partial modification of clause 7.1 of 'the 1978 Settlement', it is agreed that subject to terms and conditions stated hereinbelow, assignment of duties of Head Cashier Category 'E' shall be made in branches classified as large branches, very large branches and exceptionally large branches.

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4.2 Assignment of duties of Head Cashier Category 'E' at branches referred to in clause 4.1 above, shall be made in the manner stated hereinbelow :

- (1) Head Cashier Category 'E' duties in Category (A) branches shall be assigned from amongst the regular Head Cashier Category 'C' in Category (A) branches/currency chests on the basis of city wise seniority amongst them in terms of clause 4.4.
- (2) Head Cashier Category 'C' who are presently working on regular basis in the category (B) branches/currency chests as on the date of the Settlement, classified as large branches, very large branches or exceptionally large branches, shall be assigned the duties of Head Cashier Category 'E' at the same branch. Subsequent to the date of this Settlement, vacancies arising on account of classification of the branch as large branch, very large branch or exceptionally large branch shall be filled in by assigning the duties of Head Cashier Category 'E' to the senior most Head Cashier Category 'C' working at the said branch/currency chest on regular basis.
- (3) Vacancies of Head Cashier Category 'E' in Category (B) branches arising on account of reasons other than classification of branches such as promotion of Head Cashier Category 'E' to officers' cadre, retirement, resignation, dismissal, death, reversion to lower category, assignment of duties of special assistant, etc., shall be filled in the manner given hereinbelow :
 - (a) Applications shall be invited from the eligible regular Head Cashier Category 'C' and eligible permanent cash clerks or clerks, whose combined designation includes the designation of 'cash clerk' working in branches/currency chests in Category (B) in the state or administrative region (whichever is smaller) where such vacancy occurs. Duties of Head Cashier Category 'E' shall be assigned to the seniormost eligible willing Head Cashier Category 'C', who has applied, reckoned in terms of clause 4.4.
 - (b) If there is no eligible willing Head Cashier Category 'C' then the Bank shall assign the duties of Head Cashier Category 'E' to the senior most eligible, willing, permanent cash clerk who has applied.

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(c) In the event, even after following the aforesaid procedure mentioned at (a) & (b) above, no application is received from eligible Head Cashier Category 'C'/eligible permanent cash clerk, duties of Head Cashier Category 'E' will be assigned to the seniormost cash clerk, where such vacancy occurs.

4.3 In branches where a Head Cashier Category 'E' is required to be posted under this Settlement, no Head Cashier Category 'C' shall be posted. In other words, in such branches, there shall be no post of Head Cashier Category 'C'. Moreover, if in such branches a Head Cashier Category 'E' is already posted as on the date of this Settlement, additional Head Cashier Category 'E' under this Settlement shall not be posted.

4.4 Seniority for assignment of duties of Head Cashier Category 'E' shall mean length of regular full time service from the date of entry in the clerical cadre provided that :

(i) while calculating the length of regular full time service, additional weightage shall be given as follows :

For Graduation	-	-2- years of service shall be added.
For CAIIB I/ CAIB I (London)	-	-1- year of service shall be added.
For CAIIB II/ CAIB II (London)	-	-2- years of service shall be added.

Thus weightage for those who have completed CAIIB I/CAIB I (London) and CAIIB II/CAIB II(London) shall be 3 years of service.

(ii) 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 and any period for which increment is either stopped or postponed.

4.5 In the event a branch which is classified as large branch, very large branch or exceptionally large branch is reclassified as medium branch or small branch, the Head Cashier Category 'E' who is working at that branch may be redeployed at a branch in the same city/place where a vacancy of Head Cashier Category 'E' arises after such reclassification. Till the time the Head Cashier Category 'E' is redeployed he would continue to work in the same branch and draw the special allowance of Head

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Cashier Category 'E'. The assignment of duties of Head Cashier Category 'C' shall not be made at such branch as long as the Head Cashier Category 'E' continues at such branch.

4.6 Assignment of duties of Head Cashier Category 'E' on temporary basis shall be made on the basis of branch wise seniority from amongst the eligible cash clerks/clerks whose combined designation includes the designation of cash clerk reckoned in terms of 'the 1984 Settlement'.

5. CRITERIA FOR ASSIGNMENT OF DUTIES OF HEAD CASHIER CATEGORY 'C' AT CURRENCY CHESTS.

5.1 It is agreed that subject to terms and conditions stated hereinbelow, Head Cashier Category 'C' duties shall be assigned at currency chest classified as Type 'A', 'B' and 'C'.

5.2 Assignment of duties of Head Cashier Category 'C' at currency chest shall be made in terms of clause 7.6 of 'the 1978 Settlement' as amended by 'the 1984 Settlement'.

5.3 Assignment of duties of Head Cashier Category 'C' on temporary basis shall be made on the basis of seniority from amongst the eligible cash clerks/clerks whose combined designation includes the designation of cash clerk, working in the currency chest.

5.4 It is distinctly understood that at such currency chests where assignment of duties of Head Cashier Category 'C' is already made on regular basis, it is not the intention to assign the duties to an additional Head Cashier Category 'C'.

6. GENERAL :

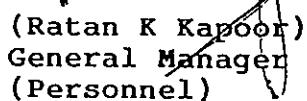
6.1 The principles of paragraph 529 of Sastry Award will be applicable for sanction of special allowances under this Settlement and 'the Bank' shall have the right to supersede a senior employee in terms of the principles laid down under that paragraph.

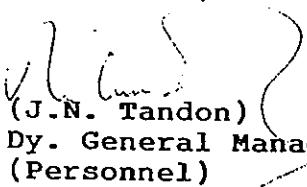
6.2 This Settlement supersedes all previous understandings/Agreements/Settlements/Practices, local, regional, zonal or otherwise in respect of matters covered under this Settlement.

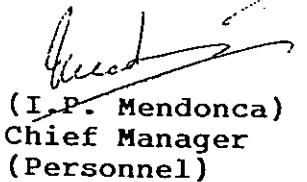
6.3 If any doubt or difficulty arises regarding interpretation of any provisions of this Settlement, such doubt or difficulty shall be discussed between 'the Bank' and 'the Federation' with a view to resolving it.

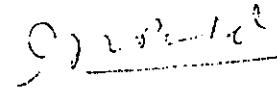
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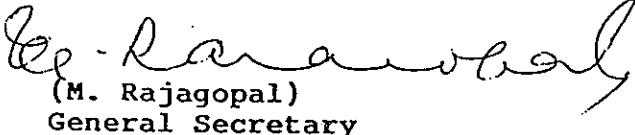
SIGNATURE OF THE PARTIES

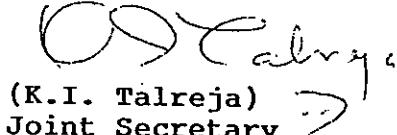

(Ratan K Kapoor)
General Manager
(Personnel)

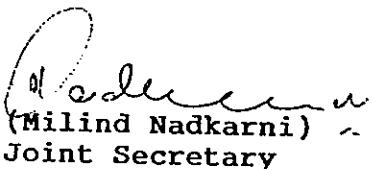

(J.N. Tandon)
Dy. General Manager
(Personnel)


(I.P. Mendonca)
Chief Manager
(Personnel)

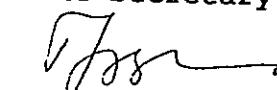

(Jitoobhai N. Patel)
Senior Vice President


(M. Rajagopal)
General Secretary

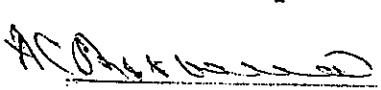

(K.I. Talreja)
Joint Secretary


(Milind Nadkarni)
Joint Secretary


(R.C. Trivedi)
Joint Secretary


(M.N. Joshi)
Joint Secretary

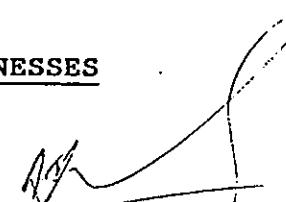

(S. Srinivasakumar)
Joint Secretary

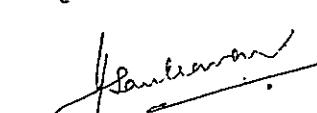

(A.K. Sharma)
Central Committee Member


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

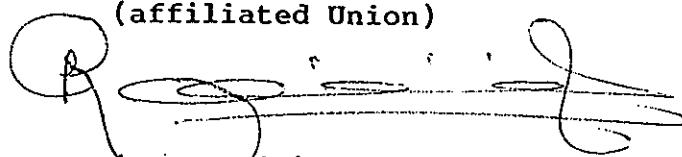
WITNESSES


(Sreedhar R. Rao)
Personnel Officer


(Pratap K. Ankolekar)
Asstt. Treasurer.


(K. Sankaran)
Personnel Officer


(A.K. Jain)
General Secretary,
Uttar Pradesh Bank of Baroda
Employees' Union (Western Zone)
(affiliated Union)


(R.G. Naik)
Central Committee Member


(B. Vidyasagar)
Central Committee Member


(Raunaq Singh)
President,
Bank of Baroda Employees'
Federation (J & K State)
(affiliated Union)

Date: 16th February, 1991.

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.

ENCODERS AND DATA ENTRY MACHINES.

MEMORANDUM OF SETTLEMENT

DT. 6 SEP. 1989

Under Section 2(p) read with section 18(1) of Industrial Disputes Act, 1947 and Rule 56(4) of the Industrial Disputes (Central) Rules, 1957.

BETWEEN BANK OF BARODA AND

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 S. S. Palekar, General Manager (Personnel, Planning & Development)
2. Shri J.N. Tandon, Deputy General Manager, (Personnel & Industrial Relations)
3. Shri I.P. Mendonca, Chief Manager (Industrial Relations)

AND

All India Bank of Baroda Employees' Federation
Represented by

: 1. Shri M. Rajagopal, General Secretary
2. Shri K.I. Talreja, Joint Secretary
3. Shri Sunder Poojary, Joint Secretary
4. Shri S.C. Suvarna, Joint Secretary
5. Shri K.M. Mehta Treasurer
6. Shri Pratap Ankolekar, Asst. Treasurer

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1. SHORT RECITAL:

1.1 A Settlement dated 29th March, 1987 on 'Mechanisation and Computerisation' (hereinafter called "the 1987 Settlement") was signed at the industry level between Indian Banks' Association on behalf of member banks and their workmen represented by National Confederation of Bank Employees and All India Bank Employees Association.

1.2 Clause 17 of the 1987 Settlement is reproduced hereunder:

"The ALPMs/AEAMs operators shall be selected from amongst the willing clerical staff as per the existing or future policy/settlements in different banks which shall include passing of an aptitude test."

1.3 In terms of the provisions of the Clause 17 of the 1987 Settlement as reproduced above, negotiations were held between the Bank of Baroda (hereinafter referred to as 'the Bank') and the All India Bank of Baroda Employees' Federation (hereinafter referred to as 'the Federation') on various dates including 6th September, 1989, for determining the criteria for selection of Advanced Ledger Posting Machine/Advanced Electronic Accounting Machine Operators, Encoder Operators and Data Entry Operators (ALPM/AEAM Operators, Encoder Operators and Data Entry Operators) and a Settlement as appearing hereinbelow, has been arrived at.

1.4 In arriving at this Settlement, negotiations were conducted with the recognised union, viz. All India Bank of Baroda Employees' Federation, as required under the Settlement dated 1st September, 1973.

2. TERMS OF SETTLEMENT:

2.1 This Settlement shall be called "THE SETTLEMENT FOR SELECTION OF ALPM/AEAM OPERATORS, ENCODER OPERATORS AND DATA ENTRY OPERATORS - 1989".

2.2 It shall come into force with immediate effect.

2.3 This Settlement shall govern criteria for selection of clerical staff members for operating ALPMs/AEAMs, Encoders and Data Entry Machines.

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3. DEFINITIONS:

3.1 In this Settlement, unless the context is repugnant in the subject or content:

- (i) "Seniority" shall have the same meaning as defined in the clauses 3.1, 3.2 and 4 of the Settlement on Other Issues (Amendment) 1984 dated 18th April, 1984. (hereinafter referred to as the 1984 Settlement)
- (ii) "Place/City/town" shall mean municipal/municipal corporation limits including cantonment areas of the place/city/town.
- (iii) "assignment on regular basis" shall mean assignments of special allowance duties other than on temporary basis.

4. CRITERIA FOR SELECTION OF ALPM/AEAM OPERATORS, DATA ENTRY OPERATORS AND ENCODER OPERATORS

4.1 Selection of ALPM/AEAM Operators:

Selection of ALPM/AEAM Operators shall be in two phases. Phase I shall be for existing Accounting Machine Operators working on regular basis since 29.3.1987. Phase II shall be for other clerical staff members of the Bank.

4.2 SELECTION PROCESS - PHASE I

I. ELIGIBILITY:

Only existing accounting machine operators working on accounting machines on regular basis since 29.3.1987 in the place/city/town where the machines are installed or are to be installed would be eligible to apply.

II. MODE OF SELECTION:

- (i) The Bank would invite applications from the eligible accounting machine operators for selection of ALPM/AEAM operators.

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(ii) Applications so received would be listed in descending order of seniority reckoned on the basis of length of service as a regular accounting machine operator. Inter-se seniority amongst Accounting Machine Operators having the same length of service as an accounting machine operator would be reckoned in terms of the 1984 Settlement.

(iii) Assignment of duties of ALPM/AEAM operators in the place/city/town would be made according to the needs of the Bank, as and when required, from the aforesaid list in order of seniority. If, however, at any branch or office an employee has already been assigned duties of an ALPM/AEAM operator, such assignment being not on temporary basis, as on the date of this Settlement, he would continue to work as ALPM/AEAM operator and such assignments shall be considered as regular assignments.

(iv) The remaining accounting machine operators whose names appear in the aforesaid seniority list would be wait-listed, which list shall remain alive till it is exhausted. Regular vacancies of ALPM/AEAM operators in the place/city/town would be filled up from such wait-listed employees in the order of seniority, if they are otherwise not ineligible in terms of the 1984 Settlement.

(v) Accounting machine operators who do not apply in response to the Bank's circular for the post of ALPM/AEAM operators would not be considered eligible for assignment of ALPM/AEAM duties under Phase I. However, they shall continue to draw the special allowance of an accounting machine operator so long as they are assigned the duties of accounting machine operators.

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(vi) Temporary vacancies arising out of leave, deputation, training, etc. for a period upto 15 days will be filled up by the concerned employees of the branch/office, if they are not in receipt of any special allowance on regular basis and are also otherwise not ineligible in terms of the 1984 Settlement, provided, the concerned employee possesses adequate knowledge of operations of the machine.

(vii) Temporary vacancies arising out of leave, deputation, training, etc. for a period of more than 15 days will be filled up on the basis of seniority reckoned among the waitlisted employees of the branch/office, provided they are otherwise not ineligible in terms of the 1984 Settlement. If there are no eligible waitlisted employees, then, the temporary vacancies will be filled up on the basis of branchwise seniority of eligible employees, provided, the concerned employee possesses adequate knowledge of operations of the machine.

4.3 SELECTION PROCESS - PHASE II:

Selection under Phase II in a place would be made after the list of Phase I mentioned above for that place/city/town is exhausted or Phase I is not applicable.

I. ELIGIBILITY:

All full time confirmed employees working in the clerical cadre in the place/city/town where the machines are installed or are to be installed would be eligible to apply for assignment of duties of ALPM/AEAM operators, if they are otherwise not ineligible in terms of the 1984 Settlement.

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II. MODE OF SELECTION:

- (i) The Bank would invite applications from the eligible employees working in the clerical cadre for selection of ALPM/AEAM operators.
- (ii) From amongst all the candidates who apply and who are otherwise not ineligible in terms of 1984 Settlement, a list of candidates would be prepared according to their seniority reckoned in terms of the 1984 Settlement.
- (iii) From the aforesaid list, candidates numbering -3- times the number of vacancies (i.e. in the ratio of three candidates to every one vacancy) would be administered an aptitude test by a competent agency, like National Institute of Bank Management or any such other agency. Such vacancies may include anticipated vacancies upto the following year.
- (iv) A citywise list of candidates successful in the aptitude test would be prepared in descending order of seniority reckoned in terms of 1984 Settlement for each place/city/town where the ALPM/AEAMs are installed or are to be installed.
- (v) Assignment of duties of ALPM/AEAM operators in the place/city/town would be made according to the needs of the Bank, as and when required. The remaining candidates whose names appear in the list would be wait-listed, which list shall remain alive for a period of -2- years reckoned from the date of first assignment. Depending upon the Bank's needs, subsequent selection process shall be so initiated and completed that as far as possible fresh list would be available before the expiry of the previous list.

(vi) In the event a regular vacancy occurs after the initial assignment of duties, candidates from the wait-list referred to above who are otherwise not ineligible and are seniormost in terms of the 1984 Settlement, would be assigned the duties of ALPM/AEAM operators on regular basis.

(vii) Temporary vacancies arising out of leave, deputation, training, etc. for a period upto 15 days will be filled up on the basis of seniority reckoned among the waitlisted employees of the branch/office, provided they are not in receipt of any special allowance on regular basis and are otherwise not ineligible in terms of the 1984 Settlement. If there are no eligible waitlisted employees, then, the temporary vacancies will be filled up by the seniormost employees, of the branch/office, if they are not in receipt of any special allowance on regular basis and are also otherwise not ineligible in terms of the 1984 Settlement, provided, the concerned employee possesses adequate knowledge of operations of the machine.

(viii) Temporary vacancies arising out of leave, deputation, training, etc. for a period of more than 15 days will be filled up on the basis of seniority reckoned among the waitlisted employees of the branch/office, provided they are otherwise not ineligible in terms of the 1984 Settlement. If there are no eligible waitlisted employees, then, the temporary vacancies will be filled up on the basis of branchwise seniority of eligible employees, provided, the concerned employee possesses adequate knowledge of operations of the machine.

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5. SELECTION OF ENCODER OPERATORS:

I. ELIGIBILITY:

All full time confirmed employees in the clerical cadre in the place/city/town where the encoder machines are installed or are to be installed would be eligible to apply for assignment of duties of encoder operators, if they are otherwise not ineligible in terms of the 1984 Settlement.

II. MODE OF SELECTION:

- (i) The Bank would invite applications from eligible employees working in the clerical cadre for selection of encoder operators.
- (ii) From amongst all the candidates who apply and who are otherwise not ineligible in terms of 1984 Settlement, a list of candidates would be prepared according to their seniority reckoned in terms of the 1984 Settlement.
- (iii) Assignment of duties of encoder operators in the place/city/town would be made according to the needs of the Bank, as and when required. The remaining candidates whose names appear in the list would be wait-listed, which list shall remain alive for a period of -2- years reckoned from the date of first assignment. Depending upon the Bank's needs, subsequent selection process shall be so initiated and completed that as far as possible, fresh list would be available before the expiry of the previous list.
- (iv) In the event a regular vacancy occurs after the initial assignment of duties, candidates from the wait-list referred to above who are otherwise not ineligible and are seniormost in terms of the 1984 Settlement, would be assigned the duties of encoder operators on regular basis.
- (v) Temporary vacancies arising out of leave, deputation, training, etc.

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for a period upto 15 days will be filled up on the basis of seniority reckoned among the waitlisted employees of the branch/office, provided they are not in receipt of any special allowance on regular basis and are otherwise not ineligible in terms of the 1984 Settlement. If there are no eligible waitlisted employees, then, the temporary vacancies will be filled up by the seniormost employees, of the branch/office, if they are not in receipt of any special allowance on regular basis and are also otherwise not ineligible in terms of the 1984 Settlement, provided, the concerned employee possesses adequate knowledge of operations of the machine.

(vi) Temporary vacancies arising out of leave, deputation, training, etc. for a period of more than 15 days will be filled up on the basis of seniority reckoned among the waitlisted employees of the branch/office, provided they are otherwise not ineligible in terms of the 1984 Settlement. If there are no eligible waitlisted employees, then, the temporary vacancies will be filled up on the basis of branchwise seniority of eligible employees, provided, the concerned employee possesses adequate knowledge of operations of the machine.

6. SELECTION OF DATA ENTRY OPERATORS:

1. ELIGIBILITY:

All full time confirmed employees in the clerical cadre in the place/city/town where the data entry machines are installed or are to be installed would be eligible to apply for assignment of duties of data entry operators, if they are otherwise not ineligible in terms of the 1984 Settlement.

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II. MODE OF SELECTION:

- (i) The Bank would invite applications from eligible employees working in the clerical cadre for selection of data entry operators.
- (ii) From amongst all the candidates who apply and who are otherwise not ineligible in terms of 1984 Settlement, a list of candidates would be prepared according to their seniority reckoned in terms of the 1984 Settlement.
- (iii) Assignment of duties of data entry operators in the place/city/town would be made according to the needs of the Bank, as and when required. The remaining candidates whose names appear in the list would be wait-listed, which list shall remain alive for a period of 2 years reckoned from the date of first assignment. Depending upon the Bank's needs, subsequent selection process shall be so initiated and completed that as far as possible fresh list would be available before the expiry of the previous list.
- (iv) In the event a regular vacancy occurs after the initial assignment of duties, candidates from the wait-list referred to above who are otherwise not ineligible and are seniormost in terms of the 1984 Settlement, would be assigned the duties of data entry operators on regular basis.
- (v) Temporary vacancies arising out of leave, deputation, training, etc. for a period upto 15 days will be filled up on the basis of seniority reckoned among the waitlisted employees of the branch/office, provided they are not in receipt of any special allowance on regular basis and are otherwise not ineligible in terms of the 1984 Settlement. If there are no eligible waitlisted

employees, then, the temporary vacancies will be filled up by the seniormost employees, of the branch/office, if they are not in receipt of any special allowance on regular basis and are also otherwise not ineligible in terms of the 1984 Settlement, provided, the concerned employee possesses adequate knowledge of operations of the machine.

(vi) Temporary vacancies arising out of leave, deputation, training, etc. for a period of more than 15 days will be filled up on the basis of seniority reckoned among the waitlisted employees of the branch/office, provided they are otherwise not ineligible in terms of the 1984 Settlement. If there are no eligible waitlisted employees, then, the temporary vacancies will be filled up on the basis of branchwise seniority of eligible employees, provided, the concerned employee possesses adequate knowledge of operations of the machine.

7. **GENERAL:**

7.1 Save as otherwise provided in this Settlement all provisions of the industrywise Bipartite Settlements as amended from time to time at the industry level relating to payment of special allowances would apply.

7.2 Special allowance in terms of the industrywise Bipartite Settlements as amended from time to time, or as advised by IBA would be payable to all ALPM/AEAM/Encoder/Data Entry Operators from the date the employee is required to perform the relevant duties, including for the period for training, if any, immediately preceding the date of regular assignment.

7.3 The conditions of ineligibility for receipt of special allowances as laid down by Clause VII of 18.4.1984 Settlement would apply.

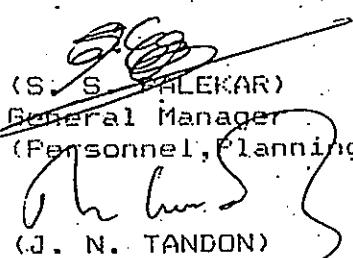
7.4 The offer by 'The Bank' and the acceptance by the workmen shall be done only in Proforma 'A' and 'B' respectively attached hereto. Acceptance of offer in any other form shall constitute refusal of offer.

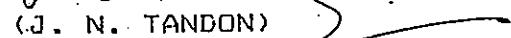
7.5 This Settlement shall supersede all previous understandings/agreements/practices, local, regional, zonal or otherwise in respect of matters covered under this settlement.

7.6 This Settlement shall continue to be effective until it is terminated by either party after following the procedure prescribed for such termination under the Industrial Disputes Act., 1947, or any other law on the subject in force at the relevant time.

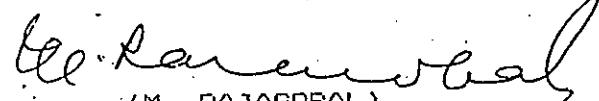
7.7 If any doubt or difficulty arises regarding interpretation of any provisions of this settlement, such doubt or difficulty shall be discussed between 'the Bank' and 'the Federation' with a view to resolving it.

SIGNATURES OF THE PARTIES

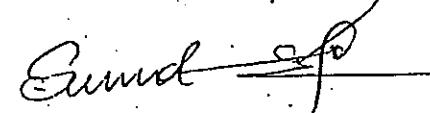

(S. S. PALEKAR)
General Manager
(Personnel, Planning & Development)


(J. N. TANDON)
Deputy General Manager
(Personnel & Industrial Relations)

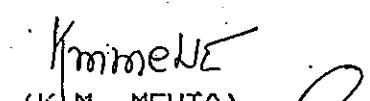

(I. P. MENDONCA)
Chief Manager
(Industrial Relations)


(M. RAJAGOPAL)
General Secretary


(K. I. TALREJA)
Joint Secretary


(SUNDER POOJARY)
Joint Secretary

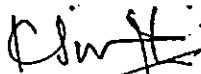

(S. C. SUVARNA)
Joint Secretary


(K. M. MEHTA)
Treasurer


(PRATAP ANKOLEKAR)
Assistant Treasurer

- 13 -

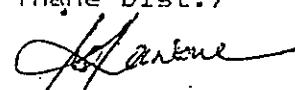
WITNESSES :



(KULWANT SINGH)
Actg. Senior Manager
(Personnel & Industrial Relations)



(S. S. SHETTY)
Joint Secretary
The Bank of Baroda Employees' Union (Greater Bombay & Thane Dist.)



N. Balasubramanian

(N. BALASUBRAMANIAN)
Personnel Officer

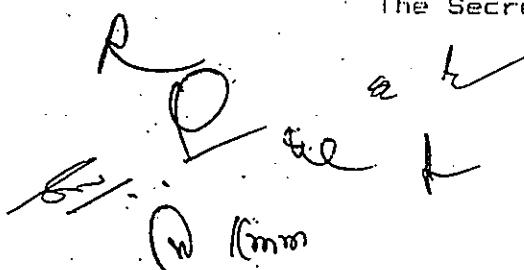


(PRAFUL PANSARE)
Joint Secretary
The Bank of Baroda Employees' Union (Greater Bombay & Thane Dist.)

Date : 6th September 1989

Place : Bombay

C.C. to : The Chief Labour Commissioner (Central), New Delhi
The Regional Labour Commissioner (Central),
Bombay.
The Assistant Labour Commissioner (Central),
Bombay.
The Secretary, Ministry of Labour, New Delhi.


R. P. S. K.
B. L. (mm)

PROFORMA 'A'

Draft of the letter to be issued to a workman when duties attracting special allowance are entrusted to him.

Shri _____
C/o Bank of Baroda

Branch

Dear Sir,

1. You are hereby advised that in addition to your duties/functions of _____ (the present category) you are required to perform duties of a _____ (the position to be assigned to him) with effect from _____ (date) until further instructions, at _____ branch.
2. You will be paid special allowance of Rs. _____ per month for the period you are required to perform the aforesaid duties.
3. Please signify your acceptance of this offer in the proforma attached herewith* within seven 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 Other Issues (Amendment) 1984', acceptance of this offer in a form other than the one attached herewith shall be deemed to be a refusal of this offer. An extract of ineligibility clauses of 'the Settlement on Other Issues (Amendment) 1984', dated 18th April, 1984, is enclosed.
4. In case this offer is refused, please note that no such offer will be made to you in future for a period of five years from the date of this offer. Thereafter your case would be considered only on a written request received from you.

Yours faithfully,

Manager

Note:1* To substitute these words with 'immediately' when offer is made for temporary assignment.

2. Para 4 would be deleted when offer is made for temporary assignment for the first and second time.
3. This draft will not be used when the Bank exercises its right to select a cash clerk for posting as Head Cashier Category 'C' in 'B' category branches in terms of clause 7 6(a) of the Settlement on 'Other Issues' dated 3rd October, 1978.

...2/-

*R. B. (mm)
A. W. (initials)*

Extracts of ineligibility clauses of 'the Settlement on Other Issues (Amendment) 1984'

7. "Conditions for ineligibility for receipt of special allowances payable on the basis of seniority

7.1 A workman who is transferred at his own request and forgoes/undertakes not to claim special allowance for a specified period in terms of the Bank's administrative rules, shall not be considered for assignment of duties carrying special allowances for that period, provided, however, if such a workman is the only otherwise eligible workman for the post, there being no other eligible workman, in that event he would be considered for sanction of the allowance.

7.2 (a) Once a workman refuses to accept offer of assignment of duties attracting special allowance on regular basis, he shall be ineligible for receipt of such special allowance on regular as well as on temporary basis for a period of five 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.

7.2 (b) When a workman refuses to accept offer of assignment of duties attracting special allowance on temporary basis on three occasions, he shall be ineligible for receipt of such special allowance on regular as well as on temporary basis for a period of five years from the date of the third 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.

7.2 (c) Refusal to accept the offer of assignment of duties of Assistant Head Cashier/Head Cashier Category 'A', 'C', etc., would make that workman ineligible for receipt of that allowance and also all other higher categories of Head Cashier's allowances in terms of clause 7.2(a) and 7.2(b) above, for a period of five years.

7.3 In a situation where all otherwise eligible workmen are within their respective period of ineligibility then, notwithstanding 7.1 and 7.2 above, one whose period of ineligibility expires first would be considered for the sanction of the allowance provided he is willing.

7.4 Conditional acceptance of an offer of duties attracting payment of special allowance either on temporary or on regular basis shall be deemed as a refusal to accept the offer. For this purpose offer by the Bank and acceptance by the workman shall be done only in proforma 'A' and 'B' respectively attached hereto. Acceptance of offer in any other form shall constitute refusal of the offer.

7.5 Clauses 7.1, 7.2, 7.3 and 7.4 above shall be applicable in cases where workmen have opted for and have been given reversion from any post carrying a special allowance.

7.6 The principles of paragraph 529 of Sastry Award shall be applicable for sanction of special allowances and 'the Bank' shall have the right to supersede a senior employee in terms of the principle laid down under that paragraph".

*** * * *

PROFORMA 'B'

Draft of the letter to be given by a workman accepting the offer of assignment of duties attracting special allowance.

The Manager
Bank of Baroda
Branch

Dear Sir,

I refer to your Letter No: _____ dated _____ assigning me the duties of _____ with effect from _____ at _____ branch.

I hereby accept the above offer made by the Bank.

Yours faithfully,

(Signature)

Name:

Date:

Place:

R. D. K. M.

DT. 3 OCT. 1978

All India Bank of Baroda Employees' Federation

(RECOGNISED SOLE COLLECTIVE BARGAINING AGENT ON
BEHALF OF WORKMEN IN BANK OF BARODA)

and

Bank of Baroda

IN THE MATTER OF

1. CRITERIA FOR SANCTION OF SPECIAL ALLOWANCE TO

- [a] DAFTARIES AND ADDITIONAL DAFTARIES.**
- [b] HEAD PEONS.**
- [c] CASH PEONS.**

**2. CRITERIA FOR SANCTION OF HEAD CASHIER CATEGORY 'C'
ALLOWANCE.**

**3. CRITERIA FOR FIXATION OF SALARIES OF SUBORDINATE STAFF ON
THEIR PROMOTION TO CLERICAL CADRE.**

Published by :

All India Bank of Baroda Employees' Federation

(Central Office : Bombay)

(Affiliated to Indian National Bank Employees' Congress)

C/o. Bank of Baroda,

10/12, Bombay Samachar Marg,
Fort, Bombay 400 023.

MEMORANDUM OF SETTLEMENT BETWEEN
BANK OF BARODA

AND

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 registered office at Mandvi,
Baroda (Being the corresponding Bank
for Bank of Baroda Limited) under the
Banking Companies (Acquisition and
Transfer of Undertakings) Act, 1970.

Represented by : (1) Mr. L. B. Bhide,
Assistant General Manager
(Industrial Relations)
(2) Mr. J. N. Tandon,
Chief Manager
(Industrial Relations)

AND

All India Bank of Baroda Employees' Federation
Represented by :

(1) Mr. P. R. Kapadi,
Vice-President,
All India Bank of Baroda
Employees' Federation.
(2) Mr. M. Rajagopal,
General Secretary,
All India Bank of Baroda
Employees' Federation.

(3) Mr. Suresh Desai,
Joint Secretary,
All India Bank of Baroda
Employees' Federation.

(4) Mr. Jitoobhai N. Patel,
Member,
Central Committee, All India
Bank of Baroda Employees'
Federation.

1. **SHORT RECITAL OF THE CASE :**

1.1 Bank of Baroda—(hereinafter referred to as the 'Bank') and All India Bank of Baroda Employees' Federation (Central Office, Bombay—hereinafter referred to as 'Federation') signed a Settlement dated the 22nd September, 1977, regarding 'Long term promotion policy' effective till the end of 1980, covering:

- (a) Promotion from clerical to Officers' cadre.
- (b) Direct recruitment of officers.
- (c) Promotion of clerks as Special Assistants.
- (d) Promotion of Subordinate staff to Clerical Cadre.

1.2 During discussions on "Long term promotion policy," Federation demanded that the Bank should also negotiate and discuss "Other Issues" which were pending.

1.3 Accordingly discussions on some of these issues were held between the parties on various dates in 1977 and on 2nd and 4th September, 1978, when various proposals and counter proposals were made and discussed. After holding discussions and negotiations the parties have now reached a Settlement covering:

1. Criteria for sanction of Special Allowance of
 - (a) Daftary and additional daftary;

- (b) Head Peons;
- (c) Cash Peons.

2. Criteria for sanction of Head Cashier Category 'c' allowance.
3. Fixation of salaries of subordinate staff on their promotion to clerical cadre.

1.4 In arriving at this Settlement, negotiations were conducted with the recognised Union viz., All India Bank of Baroda Employees' Federation, as required under the Settlement dated 1st September, 1973.

2. TERMS OF SETTLEMENT:

- 2.1 This Settlement shall govern :
 1. Criteria for sanction of Special Allowance to :
 - (a) Daftary and additional daftary;
 - (b) Head Peons;
 - (c) Cash Peons.
 2. Criteria for sanction of Special allowance to Head Cashier Category 'c'.
 3. Fixation of salaries of subordinate staff on their promotion to clerical cadre.

3. DEFINITION:

- 3.1 In this Settlement, unless there is anything repugnant in the subject or context :
 - (a) 'basic pay' would mean the basic salary in the scale excluding any allowance of whatever nature;
 - (b) 'branchwise seniority' means the seniority reckoned on the basis of basic pay among the confirmed full-time eligible workmen (clerical or subordinate as the case may be) working in a Branch/Office;

- (c) 'Citywise seniority' means the seniority reckoned on the basis of basic pay among confirmed/full-time eligible workmen (clerical or subordinate as the case may be) working in all the branches and offices in a city/town/place.
- (d) 'a half year' means the period of 6 calendar months from 1st January to 30th June or from 1st July to 31st December of a year.

4. APPOINTMENT OF DAFTARIES AND ADDITIONAL DAFTARIES:

- 4.1 It is agreed that Daftary Allowance would be sanctioned to one Peon at each Branch/Office, if there is no Daftary already sanctioned at that branch/office as under :
 - (a) at each branch including a rural branch;
 - (b) at administrative offices/MSA branches, provided they are functioning as branches and are not cells attached to branches;
 - (c) at Inspection Centres;
 - (d) at Training Centres/Colleges;
 - (e) at GVK branches provided they are functioning as branches and are not cells attached to branches.
- 4.2 Such a Peon in receipt of special allowance of a Daftary will do all jobs for which Special Allowance is payable, such as Daftary, Bill Collector, Cash Peon, etc., in addition to his work as a Peon.
- 4.3 It is distinctly understood that where at a branch/office a Daftary is already sanctioned/working on the date of this Settlement, it is not the intention to sanction an additional Daftary in terms of this Settlement except where an additional Daftary is required to be sanctioned in terms of Clause 4.7 of

this Settlement where the average number of vouchers is 1000 or more in terms of that Clause.

- 4.4 Duties of Daftary, presently shall be the same as stated in Appendix 'B' of the Bipartite Settlement of 1966 or as may be laid down from time to time.
- 4.5 The terms and conditions of payment of Daftary allowance shall be governed by Chapter V of the Bipartite Settlement of 1966, as modified.
- 4.6 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. 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 citywise. However, if the allowance is to be paid temporarily, branchwise seniority shall be taken into account.
- 4.7 The Bank agrees that it shall appoint one additional Daftary at branches where the average number of vouchers per day in the preceding 'half year' is 1000 or more, if there is only one Daftary at such branch. The terms and conditions for payment of additional daftary allowances shall be the same as stated in Clauses 4.2 to 4.6.
- 4.8 It is distinctly understood that in large branches, Administrative Offices/MSA Cells/GVK Cells, etc., additional daftary shall be appointed depending upon the quantum of work, such as the number of live accounts, etc.

5. HEAD PEONS:

- 5.1 As per the existing policy in terms of Circular No. CO: RM: 54/60 dated 16th May, 1972, the Bank sanctions a Head Peon at a branch where the number

of Peons including Peon-cum-Watchman and Watchman-cum-Peon are 8. It is now agreed that special allowance of a Head Peon would be sanctioned to a Peon at a branch having seven (7) or more peons, including Peon-cum-Watchman or Watchman-cum Peon, Peon-cum-Driver, or Driver-cum Peon, Peon cum-full time Farrash or Full time Farrash-cum-Peon and also such others who are full-time employees in the subordinate cadre and whose combined designation includes the designation of "Peon".

5.2 It is also agreed that the present practice of providing services of a Head Peon to executives of the rank of Deputy Chief Officer and above would continue and that this practice would also be extended to zones/offices where this is not prevalent subject to any change in the designation/rank under Pillai Committee Report when implemented in which case the matter will be discussed with a view to review.

5.3 A Head Peon shall discharge the functions as stated in Appendix 'B' of the Bipartite Settlement of 1966 or as may be laid down from time to time.

5.4 It is distinctly understood that the employee who is sanctioned Head Peon's allowance shall discharge the duties/functions of Head Peon in addition to his normal duties/functions of a Peon.

5.5 The terms and conditions of payment of Head Peon allowance shall be governed by Chapter V of the Bipartite Settlement of 1966 as modified.

5.6 Sanction of Head Peon allowance would be on the basis of city-wise seniority, provided however, if the allowance is to be paid temporarily, it will be given on branchwise seniority.

6. CASH PEONS:

6.1 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 3 or more peons.

- 6.2 It is also agreed that the Bank shall sanction Cash Peon allowance in addition to Daftary allowance in all branches in Metropolitan cities and Cities having more than 7½ lacs population, irrespective of the number of peons working in such branches.
- 6.3 The terms and conditions of payment of Cash Peon's allowance would be the same as in the case of payment of daftary allowance (mentioned in clauses 4.4 and 4.5 hereinbefore except that for the words 'Daftary' and 'Daftary allowance' words 'Cash Peon' and 'Cash Peon's allowance' shall be substituted). PROVIDED HOWEVER appointment of Cash Peon would be made on the basis of branchwise seniority.

7. PAYMENT OF HEAD CASHIER 'C' ALLOWANCE:

- 7.1 It is agreed that Head Cashier Category 'c' allowance would be sanctioned in all the branches if there is no Head Cashier Category 'c' at that branch by upgrading the existing Head Cashier Category 'a' to Category 'c'. It is distinctly understood that at branches where a Head Cashier Category 'c' allowance is already sanctioned/working on the date of this Settlement, it is not the intention to sanction additional Head Cashier Category 'c' allowance.
- 7.2 In sanctioning Head Cashier Category 'c' allowance, it is distinctly understood that such Head Cashiers shall discharge the functions of Head Cashier Category 'c' in addition to the normal work of a Cash Clerk, including functions of a receiving/paying cashier.
- 7.3 The duties of Head Cashier Category 'c' shall be the same as stated in Appendix 'B' of the Bipartite Set-

tlement of 1966 or as may be laid down from time to time.

- 7.4 The terms and conditions of payment of Head Cashier Category 'c' allowance shall be governed by Chapter v of the Bipartite Settlement of 1966 as modified.
- 7.5 Appointment of Head Cashier Category 'c' would be made on the basis of seniority in the manner stated hereinbelow.
- 7.6 (a) For the purpose of this clause the branches in the State or Administrative Region whichever is smaller, will be divided into following categories :

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.

Where the Bank has a branch or opens its first branch at a place in category (B) above and has to appoint Head Cashier Category 'c' or has to fill in a vacancy of Head Cashier Category 'c' in such a place, the Bank shall invite applications from amongst eligible cash clerks or clerks whose combined designation includes the designation of 'Cash Clerk' and who have given security deposit (excluding Head Cashiers Category 'c') in branches in Category (B) in the State or Administrative Region of the Bank whichever is smaller. Head Cashier Category 'c' would be selected from amongst the seniormost eligible applicant who is suit-

ble. If there is no suitable 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 suitable eligible applicant even from the branches in Category (A) the Bank shall select an eligible suitable 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 Category '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.

- (b) Where a vacancy of Head Cashier Category 'c' 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, appointment of Head Cashiers Category 'c' will be made on citywise seniority among the eligible cash clerks or clerks whose combined designation includes the designation of cash clerk and who have given security deposit without calling for any applications.
- (c) An employee who is transferred at his own request giving an undertaking to forgo/not to claim special allowance for a specified period, which is ^{two} five years at present, shall not be considered for assigning the duties of Head Cashier Category 'c' for that period, provided, however, if such an employee who could be sanctioned the allowance is the only applicant for the post, there being no other eligible employee, he may, in that event, be considered for sanction of this allowance.

8. **GENERAL:**

8.1 For the purpose of this Settlement, seniority inter-se would be determined on the following basis :

- (a) Where the basic pay of two or more candidates is the same, the one whose increment falls due earlier will be considered senior.
- (b) Where such candidates have the same basic salary and have joined the service on the same date, the one whose increment falls due earlier will be considered as senior.
- (c) Where two or more candidates having the same basic salary have joined on the same date and their date of increment is the same, the one who was born earlier will be considered senior.

9. The provision of para 529 of Sastry Award will be applicable for sanction of Special allowance and the Management will have the right to supersede a senior employee in terms of that paragraph.

10. When an employee refuses to accept offer of an assignment/duties attracting special allowance on regular basis or on temporary basis on three occasions he will be deemed to be debarred for being eligible for such allowance for a period of five years from the date of such offer. His case would be considered after that period only if he makes a written request after that period for consideration of his case in future.

11. **FIXATION OF SALARIES OF SUBORDINATE STAFF MEMBERS ON PROMOTION IN CLERICAL CADRE:**

11.1 It is agreed that the basic salary of a member of the subordinate staff on promotion as clerk would be fixed in the clerical scale of pay at that stage that

would give him a rise of minimum Rs. 65/- in his total emoluments as subordinate staff on the day immediately preceding the date of his promotion as clerk. The total emoluments as a member of the subordinate staff for this purpose would mean a sum of basic salary, dearness allowance, house rent allowance, if any, city compensatory allowance, if any, and special allowance, if any.

- 12.1 Subject to the clauses 12.2 and 12.3 this Settlement shall come into effect from the first day of the month next in which this Settlement is signed, PROVIDED HOWEVER, those who are already in receipt of Daftary/Cash Peon allowance on regular basis as on the date of this Settlement shall not cease to draw the said allowance merely because such allowance is not payable to them in terms of the clause regarding eligibility/seniority for receipt of the allowance under this Settlement and it shall be deemed to have been sanctioned under this Settlement. It is understood, however, that the payment of the said special allowance to such employees would be purely personal and once they cease to draw the said allowance for any reason, such as transfer, promotion, retirement, resignation, etc., the payment of these allowances subsequently would be made if required, in terms of this Settlement.
- 12.2 The decision to sanction Daftary allowance as set out in clause 4.1 above would be implemented with effect from 1st January, 1978, and arrears would be paid to the incumbents who have actually performed duties of Daftary from 1st January, 1978, till the date this Settlement comes into force without any other consequent payment such as overtime, provident fund, etc.
- 12.3 The salaries of subordinate staff promoted to clerical cadre in the year 1972 and subsequently will be first

adjusted in terms of clause 11.1 above as on the date of their promotion to clerical cadre. Increments earned in the clerical scale for service after promotion will be added to that basic pay to find out the basic salary as on 1st December, 1977. Arrears on account of difference in basic salary and consequent increase in dearness allowance, house rent allowance, city compensatory allowance, etc., if any will be paid to such clerks with effect from 1st December, 1977. There shall be no payment of arrears for the period prior to 1st December, 1977.

- 13.1 This Settlement supersedes all previous understandings/agreements/settlements, practices that may be operating in the regions/zones of the Bank in respect of the matters covered under this Settlement.
- 14.1 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 resolving it.

WITNESS :

Sd/-

(L. B. BHIDE)

ASSISTANT GENERAL MANAGER
(INDUSTRIAL RELATIONS)

Sd/-

(1) P. M. Kotian

Sd/-

(J. N. TANDON)

CHIEF MANAGER
(INDUSTRIAL RELATIONS)

Sd/-

(P. R. KAPADI)

VICE-PRESIDENT

ALL INDIA BANK OF BARODA
EMPLOYEES' FEDERATION

Sd/-

(M. RAJAGOPAL)

GENERAL SECRETARY

ALL INDIA BANK OF BARODA
EMPLOYEES' FEDERATION

Sd/-

(2) P. M. Mehta

Sd/-

(SURESH DESAI)

JOINT SECRETARY

ALL INDIA BANK OF BARODA
EMPLOYEES' FEDERATION

Sd/-

(JITOOBHAI N. PATEL)

MEMBER, CENTRAL COMMITTEE

ALL INDIA BANK OF BARODA
EMPLOYEES' FEDERATION

BOMBAY :

DATED THE 3RD OCTOBER, 1978.

1982 SETTLEMENT ON DIRECT RECRUITMENT OF OFFICERS

DT. 6 MARCH 1982

With Due Respect
1982 Settlement
on Direct Recruitment
of Officers

MEMORANDUM
of Settlement dated 6th March, 1982
Between
Bank of Baroda
and
All India Bank of Baroda Employees'
Federation
on
1982 Settlement on Direct
Recruitment of officers

MEMORANDUM OF SETTLEMENT ARRIVED AT BOMBAY
ON 6TH MARCH, 1982 BETWEEN
BANK OF BARODA

AND

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 the corresponding Bank for Bank of
Baroda Limited) under the Banking
Companies (Acquisition and Transfer of
Undertakings) Act, 1970.

Represented by : Shri S. Y. Kane,
Deputy General Manager (Personnel)

Shri L. B. Bhide,
Deputy General Manager (Training) and
Principal, Staff College, Ahmedabad.

Shri P. R. V. K. Rao,
Assistant General Manager
(Overseas Branches)

Shri J. N. Tandon,
Assistant General Manager
(Industrial Relations)

AND

1

All India Bank of Baroda Employees' Federation

Represented by : Shri P. R. Kapadi,
Vice President.

Shri M. Rajagopal,
General Secretary.

Shri S. M. Desai,
Joint Secretary.

Shri Jitoobhai N. Patel,
Central Committee Member.

Shri N. P. Nair,
Joint Secretary.

1. RECITALS :

1.1 On 22nd September, 1977 a Settlement on the Promotion Policy and procedures relating thereto was signed by and between Bank of Baroda (hereinafter referred to as 'the Bank') and All India Bank of Baroda Employees' Federation (hereinafter referred to as 'the Federation'). Under Clause 2.1 of the said Settlement (hereinafter referred to as 'the 1977 Settlement') it governed the following :—

a) Internal Promotions from clerical cadre to officers' cadre :

b) Direct recruitment by the Bank to officers' cadre in 'F' Grade :

c) Promotion of clerks as Special Assistants :

and

d) Promotion from subordinate cadre to clerical cadre.

1.2 Clause 18.1 of the 1977 Settlement provided that it would be effective for a period of three years i.e. till the end of 1980 and would continue to be effective thereafter until it was terminated by either party after following the procedure prescribed for such termination under the Industrial Disputes Act, 1947 or any other law for the time being in force.

1.3 Since the 1977 Settlement was not still terminated and was, therefore, still in force and effect, negotiations were held on 22nd September, 1981, 23rd September, 1981, 5th January, 1982 and 6th January, 1982 between the Bank and the Federation with a view to review and modify it, if necessary, having regard to the changed circumstances. The Bank and the Federation have reached a Settlement limited to, and in respect of, direct recruitment of certain class of officers referred to in Clause 2.2 hereinafter. It has been agreed that the provisions in the 1977 Settlement relating to the direct recruitment of officers shall be modified and altered as hereinafter provided and negotiations would continue to be held between the parties for review, modification, alteration of the rest of the provisions in the 1977 Settlement.

1.4 In arriving at the Settlement hereinafter appearing, negotiations were conducted with the recognised Union, viz. All India Bank of Baroda Employees' Federation, as required in the earlier Settlement dated 1st September, 1973.

2. TERMS OF SETTLEMENT :

2.1 This Settlement shall be called "1982 Settlement for Direct Recruitment of Officers" and shall come into force immediately.

2.2 Subject to Clause 2.7 hereinbelow, this Settlement shall be confined and applicable to the direct recruitment, from outside the Bank, of non-specialist officers in the Junior Management Grade Scale I and shall not apply to the direct recruitment of specialist officers in Scale I and the officers, whether specialists or non-specialists, in the grades scales other than Junior Management Grade Scale I.

EXPLANATIONS :

- a) The expression "non-specialist officers" in this clause and hereinafter shall mean those, who do not fall in, and are other than, the specialist categories defined under paragraph-16 of Chapter IV A of "Bank of Baroda (Officers') Service Regulations, 1979 and Government Guidelines and Scheme framed thereunder" - Bank's publication No. 100 and the expression "specialist officers" shall mean those who fall within the said categories.
- b) The expression 'Junior Management Grade Scale I' in this clause and hereinafter shall have the same meaning as in the said Officers' Service Regulations, 1979.

2.3 This Settlement shall have the effect of repealing Clauses 11.1 to 11.6 of the 1977 Settlement but shall not affect the other provisions therein.

2.4 Subject to Clause 2.7 hereinbelow the Bank will be entitled to recruit directly from outside the Bank the non-specialist officers in Junior Management Grade Scale I and the ratio of such directly recruited officers to the officers internally promoted from the clerical cadre within the Bank, shall be 25:75 (Twenty Five: Seventy Five).

2.5 The Bank shall convey, not later than expiry of one year from the declaration of results of internal promotions under the 1977 Settlement or any other Settlement that may hereafter come in force, to the concerned Banking Services Recruitment Board, or any other Recruiting Authority duly appointed by the Central Government, the number of the officers required to be directly recruited, arrived at by applying the ratio set out in Clause 2.4 hereinabove.

2.6 The educational qualifications and criteria in respect of age for direct recruitment of non-specialist officers in Junior Management Grade Scale I in the proportion as set out in Clause 2.4 hereinabove, shall be such as may be determined from time to time, which for the present shall be as below :-

a) Educational qualification : Degree from a recognised University or any equivalent qualification recognised as such by the Government of India.

b) Age : Not below 21 years of age and not above 28 years of age.

The policy regarding reservation and relaxation in eligibility criteria in the case of Scheduled Castes/Scheduled Tribes candidates and certain other categories such as ex-servicemen will be in accordance with the guidelines issued by the Central Government from time to time.

2.7 a) Any employee in the clerical cadre within the Bank shall be entitled to apply for direct recruitment as a specialist, officer/non specialist officer in the Bank, if he fulfils the eligibility criteria for such post.

b) It has been agreed by and between the parties that the Bank may relax the upper age limit by number of years of regular service in clerical cadre or three years whichever is lower, in case of an employee in the clerical cadre within the Bank desiring to apply for such direct recruitment as an officer, but that such relaxation shall be subject to the approval and concurrence of Central Government and/or other concerned authorities and that in the event of the Central Government and/or other concerned authorities not approving such relaxation this sub-clause shall become inoperative. In that event it shall not, however, be construed that the Federation is estopped in pursuing its demand for such relaxation in age with the appropriate authority.

c) An employee referred to in sub-clause (a) of this clause selected as an officer shall, for all purposes, be deemed to be an officer directly recruited, subject to such concessions and exemptions as the Bank may, in its absolute discretion, allow.

2.8 In terms of the 1977 Settlement, one round of internal promotion process is at present going on and pursuant thereto a written test was held on 18th October, 1981. It is agreed that the direct recruitment of non-specialist officers corresponding to the said round of internal promotions shall be governed by this Settlement as if it was in force at the time when the said round was initiated save and except the provision regarding the number of vacancies to be conveyed to the Banking Services Recruitment Board, which shall be governed by another Settlement called "the 1981 Current Promotion Process Settlement" entered into between the Bank and the Federation. Parties noted that concurrence of the

Central Government has been received about age relaxation as mentioned in sub-clause [b] of Clause 2.7 in respect of Direct Recruitment of officers relating to current round of internal promotions mentioned in this clause. Relaxation in age to internal candidates would be given accordingly.

- 2.9 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 resolving it.
- 2.10 This Settlement shall be effective until it is terminated by either party after following the procedure prescribed for such termination under the Industrial Disputes Act, 1947 or any other law for the time being in force.

SIGNATURES OF THE PARTIES :

Sd/-
[S. Y. KANE]
DEPUTY GENERAL MANAGER [PERSONNEL]

Sd/-
[J. N. TANDON]
ASSISTANT GENERAL MANAGER
[INDUSTRIAL RELATIONS]

Sd/-
[M. RAJAGOPAL]
GENERAL SECRETARY

Sd/-
[S. M. DESAI]
JOINT SECRETARY

Sd/-
[JITOOBHAI N. PATEL]
CENTRAL COMMITTEE MEMBER

Sd/-
[N. P. NAIR]
JOINT SECRETARY

WITNESS :

1. Sd/-
[M. T. DEO]
SENIOR MANAGER [INDUSTRIAL RELATIONS]

2. Sd/-
[P. M. KOTIAN]
TREASURER.

BOMBAY :

DATED THE 6TH MARCH, 1982.

DT. 18 APRIL 1984

MEMORANDUM

OF

SETTLEMENT DATED 18TH APRIL, 1984

BETWEEN

**All India Bank of Baroda
Employees' Federation**

(Recognized sole collective bargaining agent
on behalf of workmen in Bank of Baroda)

AND

BANK OF BARODA

ON

**Settlement on other issues
(Amendment)-1984**

**CRITERIA FOR RECKONING SENIORITY FOR
PAYMENT OF SPECIAL ALLOWANCES**

Published by :

ALL INDIA BANK OF BARODA EMPLOYEES' FEDERATION.

Central Office :

Bank of Baroda Building,

10/12, Bombay Samachar Marg, Fort,

BOMBAY-400 023.

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

ALL INDIA BANK OF BARODA EMPLOYEES'
FEDERATION

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

AND

BANK OF BARODA

NAMES OF THE PARTIES

All India Bank of Baroda Employees' Federation

Represented by 1. Shri P. R. Kapadi,
Vice President.

2. Shri M. Rajagopal,
General Secretary.

3. Shri Jitoobhai N. Patel,
Joint Secretary.

4. Shri D. S. Makhija,
Central Committee Member.

AND

Bank of Baroda having its Head Office at Mandvi, Baroda
(Being the corresponding Bank for Bank
of Baroda Limited) under the Banking
Companies (Acquisition & Transfer of
Undertakings) Act, 1970.

Represented by 1. Shri L. B. Bhide,
General Manager (Personnel & Services).

2. Shri J. N. Tandon,
Asstt. General Manager (Industrial
Relations).

1. *SHORT RECITAL*

1.1 On 3rd October, 1978, a Settlement on 'Other Issues' was signed by the Bank of Baroda (hereinafter referred to as 'the Bank') and the All India Bank of Baroda Employees' Federation (hereinafter referred to as 'the Federation'). Clause 2.1 of the 3rd October 1978 Settlement (hereinafter referred to as 'the 1978 Settlement') governed the following :

- (a) Criteria for sanction of special allowance to :
 - (i) Daftary and additional Daftary ;
 - (ii) Head Peon ;
 - (iii) Cash Peon.
- (b) Criteria for sanction of special allowance to Head Cashier Category 'C'.
- (c) Fixation of salaries of subordinate staff on their promotion to clerical cadre.

1.2 Sub-clauses 3.1(b) and 3.1(c) read with clause 8 of 'the 1978 Settlement' inter-alia lay down that for the purpose of determining seniority for assignment of duties attracting special allowance of daftary, head peon, cash peon and head cashier category 'C', basic pay criterion shall be followed.

1.3 Clause 10 of 'the 1978 Settlement' inter-alia lays down ineligibility of employees for receipt of special allowance of daftary, head peon, cash peon and head cashier category 'C' in certain circumstances. This ineligibility clause was subsequently extended to cover other special allowances.

1.4 In view of subsequent developments, there was a need to amend the clause and sub-clauses as mentioned in 1.2 above and to clarify/amend some clauses of 'the 1978 Settlement'.

- 1.5 Negotiations were, therefore, held between 'the Bank' and 'the Federation' on various dates including 6th, 8th, 11th June, 1983, 22nd March, 1984 and 11th, 12th, 14th and 16th April, 1984, and a Settlement has been arrived at as appearing hereinbelow.
- 1.6 In arriving at this Settlement, negotiations were conducted with the recognised union, viz., All India Bank of Baroda Employees' Federation, as required under the Settlement dated 1st September, 1973.

2. TERMS OF THE SETTLEMENT

- 2.1 This Settlement shall be called 'the Settlement on Other Issues (Amendment) 1984'.
- 2.2 It shall come into force with effect from 1st May, 1984.
- 2.3 This Settlement shall govern :
 - (i) criteria for reckoning seniority for the purpose of assignment of duties attracting special allowances payable on the basis of seniority.
 - (ii) conditions for ineligibility for receipt of special allowances.

3. CRITERIA FOR RECKONING SENIORITY FOR THE PURPOSE OF ASSIGNMENT OF DUTIES ATTRACTING SPECIAL ALLOWANCES PAYABLE ON THE BASIS OF SENIORITY

- 3.1 Clause 3 of 'the 1978 Settlement' is deleted and in its place and stead, the following is substituted :

3. DEFINITION

- 3.1 (a) In this Settlement

- (a) "seniority" shall mean length of regular full time service from the date of entry in the cadre provided that :

(i) in the clerical cadre while calculating the length of regular full time service additional weightage shall be given as follows :

For Graduation - 2 years of service shall be added.

For CAIIB - I - 1 year of service shall be added.
CAIB-I (London)

For CAIIB - II - 2 years of service shall be added.
CAIB-II (London)

Thus weightage for those who have completed CAIIB-I/CAIB-I (London) and CAIIB-II/CAIB-II (London) shall be 3 years of service.

(ii) in the subordinate cadre length of regular full time service shall be reckoned from the date of appointment/conversion, etc., in the subordinate cadre in the category of peon or with combined designation of peon. Conversion shall mean conversion as peon or with combined designation of peon, from the following categories in the subordinate cadre :

watchman, hamal, sweeper, farrash and like categories.

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 and any period for which increment is either stopped or postponed.

(b) "Branch wise seniority" shall mean seniority reckoned in terms of clause 3.1 (a) of this settlement amongst confirmed full time eligible workmen working in a branch/office.

- (c) "City wise seniority" shall mean seniority reckoned in terms of 3.1(a) of this Settlement amongst confirmed full time eligible workmen working in all the branches/offices in a city/town/place irrespective of the number of administrative regions of 'the Bank' in a city/town/place.
- (d) "Inter se seniority" shall have the same meaning as mentioned in clause 3.2 of this Settlement.
- (e) "Basic pay" shall mean the basic salary in the scale excluding any allowance of whatever nature.
- (f) "A half year" shall mean a period of six calendar months from 1st January to 30th June or from 1st July to 31st December of a year."

3.2 Clause 8 of 'the 1978 Settlement' is deleted and in its place and stead, the following is substituted :

8. GENERAL

8.1 For the purpose of this Settlement, 'inter-se seniority' shall be determined on the following basis :

- (a) where two or more workmen have equal seniority, one who has entered the cadre/category as a regular full time workman earlier would be considered senior.
- (b) where two or more workmen have equal seniority and the date of their entry into the cadre/category as per (a) above is also the same, the one who has joined 'the Bank' as a regular full time workman earlier would be considered senior.
- (c) where two or more workmen have equal seniority and their date of entry into the cadre/category and the date of joining 'the Bank' is also the same as per (a) and (b) above, the one whose date of birth falls earlier would be considered senior."

4. Seniority shall be reckoned in terms of this Settlement for the purpose of assigning duties carrying all special allowances payable on the basis of seniority, including special assistant's allowance for which the parties would sign a separate settlement.
5. It is not the intention of this Settlement to disturb assignment of duties already made in regular vacancies on regular basis. All assignments of duties made with effect from 1st May, 1984, attracting special allowance and payable on the basis of seniority shall however be made in terms of this Settlement.
6. Notwithstanding the provisions of this Settlement, determination of seniority of ex-servicemen, scheduled caste/scheduled tribe workmen shall be governed in accordance with the guidelines/directives, etc., if any, issued by the Indian Banks' Association under the advice/directive of the Government of India, Reserve Bank of India, Government of India from time to time.

A copy of such guidelines/directives, etc., will be provided to 'the Federation'.

7. **CONDITIONS FOR INELIGIBILITY FOR RECEIPT OF SPECIAL ALLOWANCES PAYABLE ON THE BASIS OF SENIORITY**

- 7.1 A workman who is transferred at his own request and forgoes/undertakes not to claim special allowance for a specified period, in terms of the Bank's administrative rules, shall not be considered for assignment of duties carrying special allowances for that period, provided however, if such a workman is the only otherwise eligible workman for the post; there being no other eligible workman; in that event he would be considered for sanction of the allowance, provided he is willing.
- 7.2 (a) Once a workman refuses to accept offer of assignment of duties attracting special allowance on regular basis,

he shall be ineligible for receipt of such special allowance on regular as well as on temporary basis for a period of five 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.

- 7.2 (b) When a workman refuses to accept offer of assignment of duties attracting special allowance on temporary basis on three occasions, he shall be ineligible for receipt of such special allowance on regular as well as on temporary basis for a period of five years from the date of the third 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.
- 7.2 (c) Refusal to accept the offer of assignment of duties of Assistant Head Cashier/Head Cashier Category 'A', 'C', etc., would make that workman ineligible for receipt of that allowance and also all other higher categories of head cashier's allowance in terms of clause 7.2(a) and 7.2(b) above for a period of five years.
- 7.3 In a situation where all otherwise eligible workmen are within their respective period of ineligibility, then, notwithstanding 7.1 and 7.2 above, one whose period of ineligibility expires first would be considered for the sanction of the allowance, provided he is willing.
- 7.4 Conditional acceptance of an offer of duties attracting payment of special allowance either on temporary or on regular basis shall be deemed as a refusal to accept the offer. For this purpose offer by the Bank and acceptance by the workman shall be done only in proforma 'A' and 'B' respectively attached hereto. Acceptance of offer in any other form shall constitute refusal of the offer.
- 7.5 Clauses 7.1, 7.2, 7.3 and 7.4 above shall be applicable in cases where workmen have opted for and have been

given reversion from any post carrying a special allowance.

- 7.6 The principles of paragraph 529 of Sastry Award shall be applicable for sanction of special allowance and 'the Bank' shall have the right to supersede a senior employee in terms of the principle laid down under that paragraph.
8. This Settlement supersedes all previous understandings/agreements/settlements/practices, local, regional, zonal or otherwise, in respect of matters covered under this Settlement.
9. If any doubt or difficulty arises regarding interpretation of any provisions of this Settlement and 'the 1978 Settlement' as amended by this Settlement, such doubt or difficulty shall be discussed between 'the Bank' and 'the Federation' with a view to resolving it.

SIGNATURES OF THE PARTIES

Sd/-

(L B BHIDE)
General Manager
(Personnel & Services)

Sd/-

(J N TANDON)
Asstt. General Manager
(Industrial Relations)

Sd/-

(P R KAPADI)
Vice President

Sd/-

(M RAJAGOPAL)
General Secretary

(JITOOBHAI N PATEL)
Joint Secretary

(D S MAKHIJA)
Central Committee
Member

WITNESS

Sd/-

(M T DEO)
Senior Manager
(Industrial Relations)

Sd/-

(S C SUVARNA)
Asstt. Treasurer,
Bombay Unit,
Federation.

Bombay

Dated the 18th April, 1984.

PROFORMA 'A'

Draft of the letter to be issued to a workman when duties attracting special allowance are entrusted to him.

Shri
C/o Bank of Baroda
..... Branch

Dear Sir,

1. You are hereby advised that in addition to your duties/functions of (the present category) you are required to perform duties of a (the position to be assigned to him) with effect from (date) until further instructions, at branch.
2. You will be paid special allowance of Rs. per month for the period you are required to perform the aforesaid duties.
3. Please signify your acceptance of this offer in the proforma attached herewith* within seven 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 Other Issues (Amendment) 1984', acceptance of this offer in a form other than the one attached herewith shall be deemed to be a refusal of this offer. An extract of ineligibility clauses of 'the Settlement on Other Issues (Amendment) 1984', dated 18th April, 1984, is enclosed.
4. In case this offer is refused, please note that no such offer will be made to you in future for a period of five years from the date of this offer. Thereafter your case would be considered only on a written request received from you.

Yours faithfully,

Manager

*Note : 1. * To substitute these words with 'immediately' when offer is made for temporary assignment.*

2. Para 4 would be deleted when offer is made for temporary assignment for the first and second time.
3. This draft will not be used when the Bank exercises its right to select a cash clerk for posting as Head Cashier Category 'C' in 'B' category branches in terms of clause 7.6(a) of the Settlement on 'Other Issues' dated 3rd October, 1978.

Extract of ineligibility clauses of 'the Settlement on Other Issues (Amendment) 1984'.

7. *"Conditions for ineligibility for receipt of special allowances payable on the basis of seniority"*
 - 7.1 A workman who is transferred at his own request and forgoes/undertakes not to claim special allowance for a specified period in terms of the Bank's administrative rules, shall not be considered for assignment of duties carrying special allowances for that period, provided however, if such a workman is the only otherwise eligible workman for the post, there being no other eligible workman, in that event he would be considered for sanction of the allowance.
 - 7.2 (a) Once a workman refuses to accept offer of assignment of duties attracting special allowance on regular basis, he shall be ineligible for receipt of such special allowance on regular as well as on temporary basis for a period of five 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.
 - 7.2 (b) When a workman refuses to accept offer of assignment of duties attracting special allowance on temporary basis on three occasions, he shall be ineligible for receipt of such special allowance on regular as well as on temporary basis for a period of five years from the date of the third 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.

- 7.2 (c) Refusal to accept the offer of assignment of duties of Assistant Head Cashier/Head Cashier Category 'A', 'C', etc., would make that workman ineligible for receipt of that allowance and also all other higher categories of Head Cashier's allowances in terms of clause 7.2(a) and 7.2(b) above, for a period of five years.
- 7.3 In a situation where all otherwise eligible workmen are within their respective period of ineligibility then, notwithstanding 7.1 and 7.2 above, one whose period of ineligibility expires first would be considered for the sanction of the allowance provided he is willing.
- 7.4 Conditional acceptance of an offer of duties attracting payment of special allowance either on temporary or on regular basis shall be deemed as a refusal to accept the offer. For this purpose offer by the Bank and acceptance by the workman shall be done only in proforma 'A' and 'B' respectively attached hereto. Acceptance of offer in any other form shall constitute refusal of the offer.
- 7.5 Clauses 7.1, 7.2, 7.3 and 7.4 above shall be applicable in cases where workmen have opted for and have been given reversion from any post carrying a special allowance.
- 7.6 The principles of paragraph 529 of Sastry Award shall be applicable for sanction of special allowances and 'the Bank' shall have the right to supersede a senior employee in terms of the principle laid down under that paragraph".

PROFORMA 'B'

Draft of the letter to be given by a workman accepting the offer of assignment of duties attracting special allowance.

The Manager,
Bank of Baroda
Branch.

Dear Sir,

I refer to your letter No. _____ dated _____
assigning me duties of _____ with effect from
_____ at _____ branch.

I hereby accept the above offer made by the Bank.

Yours faithfully,

(Signature)

Name :

Date :

Place :

DT. 18 APRIL 1984

MEMORANDUM

OF

SETTLEMENT DATED 18TH APRIL, 1984

BETWEEN

**All India Bank of Baroda
Employees' Federation**

(Recognized sole collective bargaining agent
on behalf of workmen in Bank of Baroda)

AND

BANK OF BARODA

ON

**PAYMENT OF SPECIAL ALLOWANCE TO
ASSISTANT HEAD CASHIERS**

Published by :

ALL INDIA BANK OF BARODA EMPLOYEES' FEDERATION,

Central Office :

Bank of Baroda Building,
10/12, Bombay Samachar Marg, Fort,
BOMBAY-400 023.

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

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

AND

BANK OF BARODA

NAMES OF THE PARTIES

All India Bank of Baroda Employees' Federation

Represented by

1. Shri P R Kapadi,
Vice President.
2. Shri M Rajagopal,
General Secretary
3. Shri Jitoobhai N Patel,
Joint Secretary
4. Shri D. S. Makhija,
Central Committee Member.

AND

Bank of Baroda having its Head Office at Mandvi, Baroda (Being the corresponding Bank for Bank of Baroda Limited) under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970.

Represented by

1. Shri L B Bhide,
General Manager (Personnel & Services)
2. Shri J N Tandon,
Assistant General Manager
(Industrial Relations)

1. SHORT RECITAL

- 1.1 Negotiations were held between the Bank of Baroda (hereinafter referred to as 'the Bank') and All India Bank of Baroda Employees' Federation (hereinafter referred to as 'the Federation') on various dates including 11th June 1983 and 22nd March 1984 for determining criteria for assignment of duties of Assistant Head Cashier and payment of special allowance thereof. During the course of negotiations/discussions, the following settlement was arrived at. Negotiations which were resumed on 11th April 1984 were concluded on 16.4.1984.
- 1.2 In arriving at this settlement, negotiations were conducted with the recognised union, viz., All India Bank of Baroda Employees' Federation, as required under the Settlement dated 1st September, 1973.

2. TERMS OF THE SETTLEMENT

- 2.1 This Settlement shall be called 'the 1984 Settlement – Assistant Head Cashiers'.
- 2.2 It shall come into force with effect from 1st May, 1984.
- 2.3 This Settlement shall govern the criteria for assignment of duties of Assistant Head Cashier and payment of special allowance thereof.

3. CRITERIA FOR ASSIGNMENT OF DUTIES OF ASSISTANT HEAD CASHIER AND PAYMENT OF SPECIAL ALLOWANCE THEREOF.

- 3.1 It is agreed that subject to terms and conditions stated hereinbelow, Assistant Head Cashier's allowance shall be sanctioned in branches where there are five or more cash clerks provided there is no Assistant Head Cashier at such a branch. In computing the number of five or more, besides cash clerks, the following shall be included.
 - (1) cash clerks with combined designation working in the cash department (other than at extension counters) on regular basis and

- (2) MSA/GVK cash collectors,
but the following shall be excluded
- (1) Head Cashier/s.
- (2) Assistant Head Cashier and cash clerks and all other staff working at extension counter.

It is distinctly understood that at branches where an Assistant Head Cashier's allowance is already sanctioned or an Assistant Head Cashier is already working, it is not the intention to sanction an additional Assistant Head Cashier.

- 3.2 The sanction of Assistant Head Cashier's allowance as per clause 3.1 above would be made at branches where the average number of cash clerks is five or more in the preceding half year. Payment of Assistant Head Cashier's allowance would be made from the date of sanction of the allowance. Date of sanction shall mean the 1st of January for the preceding half year, i.e. July to December or 1st of July for the preceding half year, i.e. January to June.
- 3.3 If after sanctioning the allowance of Assistant Head Cashier at a branch, the average number of cash clerks as defined in clause 3.1 above including the Assistant Head Cashier falls below five in the following six months from the date of sanction, the Assistant Head Cashier's allowance shall not be paid at that branch from the date of next sanction. However, the services of the Assistant Head Cashier working in such a branch would continue to be utilised as Assistant Head Cashier in some other branch in the same city where such allowance may become payable under this settlement. Whenever this is not possible, his services may be utilised as Assistant Head Cashier in any other branch in the city till such time he is posted at a branch where Assistant Head Cashier is required to be posted in terms of this Settlement in the same city.
- 3.4 The duties of Assistant Head Cashier as well as other terms and conditions for payment of this allowance shall

be governed by the provisions of the Bipartite Settlement/s arrived at industry level from time to time. The Assistant Head Cashier shall discharge these duties in addition to the normal duties of a cash clerk including the functions of a receiving/paying cashier. As per the provisions of the existing Bipartite Settlement, the Assistant Head Cashier would be paid a special allowance of Rs. 96/- per month.

- 3.5 Sanction of Assistant Head Cashier's allowance would be made on the basis of city wise seniority from amongst confirmed eligible cash clerks, clerks whose combined designation includes the designation of cash clerk and who have given security deposit and MSA/GVK cash collectors, provided, however, if the allowance is to be paid temporarily it will be given on branch wise seniority.
'City wise seniority' and 'branch wise seniority' and inter se seniority shall be reckoned in terms of clause 3 of 'the Settlement on Other Issues (Amendment) 1984'.
- 3.6 Conditions as laid down in clause 7 of 'the Settlement on Other Issues (Amendment) 1984' in respect of ineligibility for receipt of special allowances would also be applicable in the case of Assistant Head Cashier's allowance.
- 3.7 This Settlement does not cover extension counters. Assignment of duties attracting special allowance at extension counter shall continue to be dealt with by 'the Bank' as hitherto.
- 3.8 Notwithstanding what is stated in clause 3.2 of this Settlement, it is further agreed that for the half year ended December, 1983, 'the Bank' shall sanction Assistant Head Cashier's allowance with effect from 1st May, 1984, at branches which as on the date of this Settlement, i.e. 18th April, 1984, have five or more cash clerks as defined in clause 3.1 above.
- 3.9 The principle of para 529 of Sastry Award will be applicable for sanction of special allowance of Assistant Head

Cashier and 'the Bank' shall have the right to supersede a senior employee in terms of the principle laid down under that paragraph.

- 3.10 This Settlement supersedes all previous understandings/agreements/settlements/practices, local, regional, zonal or otherwise, in respect of matters covered under this Settlement.
- 3.11 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.

SIGNATURES OF THE PARTIES

Sd/-

(L B BHIDE)
General Manager
(Personnel & Services)

Sd/-

(P R KAPADI)
Vice President

Sd/-

(J N TANDON)
Asstt. General Manager
(Industrial Relations)

Sd/-

(M. RAJAGOPAL)
General Secretary

Sd/-

(JITOOBHAI N PATEL)
Joint Secretary

Sd/-

(D S MAKHIJA)
Central Committee
Member

WITNESS

Sd/-

(M T DEO)
Senior Manager
(Industrial Relations)

Sd/-

(S C SUVARNA)
Asstt. Treasurer,
Bombay Unit,
Federation.

BOMBAY

Dated the 18th April, 1984.

DT 18 APRIL 1984

MEMORANDUM

OF

SETTLEMENT DATED 18TH APRIL, 1984

BETWEEN

**All India Bank of Baroda
Employees' Federation**

(Recognized sole collective bargaining agent
on behalf of workmen in Bank of Baroda)

AND

BANK OF BARODA

ON

**AMENDMENT TO PROMOTION POLICY
SETTLEMENT OF 22nd SEPTEMBER 1977
RECKONING OF SENIORITY FOR PAYMENT
OF SPECIAL ASSISTANT'S ALLOWANCE**

Published by :

ALL INDIA BANK OF BARODA EMPLOYEES' FEDERATION,

Central Office :

Bank of Baroda Building,
10/12, Bombay Samachar Marg, Fort,
BOMBAY-400 023.

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

ALL INDIA BANK OF BARODA EMPLOYEES'
FEDERATION

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

AND

BANK OF BARODA

NAMES OF THE PARTIES

All India Bank of Baroda Employees' Federation

Represented by 1. Shri P. R. Kapadi,
Vice President

2. Shri M. Rajagopal,
General Secretary.

3. Shri Jitoobhai N. Patel,
Joint Secretary

4. Shri D. S. Makhija,
Central Committee Member

AND

Bank of Baroda having its Head Office at Mandvi, Baroda (Being the corresponding Bank for Bank of Baroda Limited) under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970.

Represented by 1. Shri L. B. Bhide,
General Manager (Personnel & Services)
2. Shri J. N. Tandon,
Asstt. General Manager
(Industrial Relations)

1. *SHORT RECITAL*

- 1.1 On 22nd September, 1977, a Settlement on Promotion Policy and procedures relating thereto was signed by and between Bank of Baroda (hereinafter referred to as 'the Bank') and All India Bank of Baroda Employees' Federation (hereinafter referred to as 'the Federation'). The said Settlement (hereinafter referred to as 'the 1977 Settlement') governed the following :
 - (a) Internal promotions from clerical cadre to officers' cadre ;
 - (b) Direct recruitment by 'the Bank' to officers' cadre in 'F' grade ;
 - (c) Promotion of clerks as Special Assistants ; and
 - (d) Promotion from subordinate cadre to clerical cadre.
- 1.2 'the 1977 Settlement' as amended by settlements, (a) 'the 1981 Current Promotion Process Settlement' and (b) 'the 1982 Settlement for direct recruitment of officers', is still in force and effect. On 5th March, 1983, a settlement called 'the Promotion Test Settlement, 1983' was also signed for the purpose of holding the written test for the calendar year 1982 in the calendar year 1983.
- 1.3 Clause 13 of 'the 1977 Settlement', inter-alia lays down the procedure for assigning the duties of Special Assistants. Clauses 13.2, 13.3, 13.4 and 13.5 lay down that for the purpose of determining seniority for assignment of duties attracting special allowance of a Special Assistant, seniority would be determined on the basis of basic pay as laid down in these clauses.
- 1.4 Hitherto, seniority for the purpose of payment of various special allowances was determined on the basis of basic pay. This has been changed now by 'the Settlement on Other Issues (Amendment) 1984'.
- 1.5 In view of 1.4, there was need to amend clauses 13.2, 13.3, 13.4 and 13.5 of 'the 1977 Settlement' so as to fall

in line with the changed criteria for reckoning seniority. Negotiations were, therefore, held between 'the Bank' and 'the Federation' and the parties have reached the following Settlement. These negotiations were held on 11th April, 1984.

1.6 In arriving at this settlement, negotiations were conducted with the recognised union, viz., All India Bank of Baroda Employees' Federation, as required under the Settlement dated 1st September, 1973.

2. TERMS OF SETTLEMENT

2.1 This settlement shall be called 'the 1977 Settlement — Special Assistants (Amendment) — 1984'.

2.2 It shall come into force from 1st May, 1984.

2.3 Clauses 13.2, 13.3, 13.4 and 13.5 of 'the 1977 Settlement' are deleted and in place of them, the following are substituted :

"13.2 Appointment of Special Assistants would be made on the basis of seniority, reckoned in terms of 'the Settlement on Other Issues (Amendment) 1984' on the first day of the month in which the appointment as Special Assistant is to be made.

13.3 Conditions as laid down in clause 7 of 'the Settlement on Other Issues (Amendment) 1984' in respect of ineligibility for receipt of special allowances would also be applicable in the case of special assistant's allowance.

13.4 The principles of para 529 of Sastry Award will be applicable for selection of such special assistants and the management will have the right to supersede a senior employee in terms of that paragraph.

13.5 This Settlement supersedes all previous understandings/agreements/settlements/practices, local,

regional, zonal or otherwise, in respect of matters covered under this settlement."

2.4 If any doubt or difficulty arises regarding interpretation of any provision of this Settlement and 'the 1977 Settlement' as amended by this settlement, such doubt or difficulty shall be discussed between 'the Bank' and 'the Federation' with a view to resolving it.

SIGNATURES OF THE PARTIES

Sd/-

(L B BHIDE)
General Manager
(Personnel and Services)

Sd/-

(J N TANDON)
Asstt. General Manager
(Industrial Relations)

Sd/-

(P R KAPADI)
Vice President

Sd/-

(M RAJAGOPAL)
General Secretary

Sd/-

(JITOOBHAI N PATEL)
Joint Secretary

Sd/-

(D. S. MAKHIJA)
Central Committee Member

WITNESS

Sd/-

(M T DEO)
Senior Manager
(Industrial Relations)

(S C SUVARNA)
Asstt. Treasurer,
Bombay Unit,
Federation.

BOMBAY

Dated the 18th April 1984.