

F O R M - 'H'

(See Rule - 58)

MEMORANDUM OF SETTLEMENT ARRIVED AT ON 14/1/91
BETWEEN THE MANAGEMENT OF PUNJAB NATIONAL BANK
& ALL INDIA PUNJAB NATIONAL BANK EMPLOYEES
FEDERATION BEFORE SHRI V.K. SORICK, REGIONAL
LABOUR COMMISSIONER (C), GOVERNMENT OF INDIA,
MINISTRY OF LABOUR, REGARDING APPOINTMENT OF
TEMPORARY WORKMEN IN THE SUBORDINATE CADRE.

NAMES OF THE PARTIES

| <u>REPRESENTING EMPLOYER</u> | <u>REPRESENTING EMPLOYEES</u> |
|---|---|
| 1. Shri V.S. Vasan, Dy. General Manager(P), Punjab National Bank, Head Office, New Delhi. | 1. Shri K.R. Nagpal, President, All India PNB Employees Federation, Post Bag No. 10005, PNB House, Sir P.M. Road, Bombay. |
| 2. Sh. A. Roy Choudhury, Asstt. General Manager(P), Punjab National Bank, Head Office, New Delhi. | 2. Sh. D.P. Chadha, General Secretary, AIPNBEF, Post Bag No. 10005, PNB House, Sir P.M. Road, Bombay. |
| 3. Sh. V.B. Gupta, Sr. Manager (Personnel), Punjab National Bank, Head Office, New Delhi | 3. Shri P.R. Mehta, Asstt. Secretary, AIPNBEF, Post Bag No. 10005, PNB House, Sir P.M. Road, Bombay. |
| 4. Sh. B.K. Sabharwal, Manager, Personnel Divn., Punjab National Bank, Head Office, New Delhi. | |

SHORT RECITAL OF THE CASE

WHEREAS the President of All India Punjab National Bank Employees' Federation (hereinafter called the Federation) vide letter dt. 31.12.90, addressed to the Regional Labour Commissioner (Central), raised an Industrial Dispute for absorption of all those workmen, who have worked as temporary employees in the subordinate cadre either with erstwhile Hindustan Commercial Bank Ltd. or Punjab National Bank (hereinafter called the Bank). In support of their demand the Federation relied upon the settlement dt. 30/3/84 arrived at between the Federation and the bank during conciliation proceedings.

WHEREAS the bank filed its reply dt. 10/1/91 disputing the claim of the Federation.

AND WHEREAS the parties held prolonged discussions on 11/1/91 before the Regional Labour Commissioner (Central). Parties submitted various pleadings/arguments and references of Sastri Award, Desai Award, Bipartite Settlements and rulings of various Courts. The Conciliation Officer intervening in the matter seized it in conciliation and suggested that instead of taking technical stands the matter may be examined with liberal view and it may be resolved keeping in view the guidelines issued by the Government of India, Ministry of Finance vide letter No. F-3/3/104/87-IR dt. 16th Aug., 1990 regarding recruitment and absorption of temporary employees in Public Sector Banks. The suggestions made by the Regional Labour Commissioner (C) were accepted by both the parties and they worked out a number of via-media to resolve the dispute and finally both the parties mutually agreed and arrived at the following settlement, during the course of conciliation proceedings before the Regional Labour Commissioner (Central).

TERMS OF SETTLEMENT

1. THAT all temporary employees employed by the Bank (i.e. by erstwhile Hindustan Commercial Bank Ltd. and/or Punjab National Bank) in the subordinate cadre, who, till the date of this settlement:
 - i) have put in not less than 240 days of temporary service in the Bank for which wages have been paid in any 12 consecutive months; or
 - ii) have put in not less than 90 days of temporary service in the Bank on or after 1.1.82 for which wages have been paid to them; and
 - iii) are otherwise eligible and are medically fit as evidenced by a certificate from Registered Medical Practitioner not below the rank of M.B.B.S.;

shall be considered for employment, subject to exemption by Director General of Employment & Training in the service of the Bank in subordinate cadre and on selection shall be appointed at an initial basic pay of Rs. 815/- p.m., on their making an application in writing latest by 30th June, 1991 on the proforma appearing as Annexure 'A' to this settlement.

2. THAT out of the persons selected for appointment in terms of para 1 above, those, who have put in not less than 240 days of temporary service for which wages have been paid during any 12 consecutive months, shall be given higher start of one increment on appointment i.e. basic pay of Rs. 835/- p.m. on making an application in writing as per Annexure 'B' to this settlement by 30th June, 1991.
3. THAT all the eligible applicants shall be interviewed by the Interview Committee to be constituted by the Bank at Zonal level.
4. THAT all the selected candidates shall be empanelled in order of their seniority based upon the number of days worked in temporary capacity. It is clarified that those temporary employees, who have put in not less than 240 days of temporary service for which wages have been paid in any 12 consecutive months shall rank senior to the other temporary employees covered under 1(ii) above, irrespective of the number of days put in by them in temporary capacity.
5. THAT the selected candidates shall be offered posting in accordance with their placement in the panel and, as far as possible, they would be posted at a point of need in the Zone where they had last worked as temporary employees. However, they can also be posted in some nearby Zone, not beyond the language area, according to the need of the Bank. Efforts shall be made to absorb the panel by 31st December, 1991. However, if all the selected candidates are not absorbed by the said specified date, the panel shall not lapse and shall remain valid till the same is exhausted.
6. The following categories of the persons shall not be eligible to be considered under this settlement:
 - i) Those who have worked on temporary basis prior to 1/1/82 except those who fall under Clause 1(i).
 - ii) Who did not fulfil the eligibility criteria for appointment in the subordinate cadre on the date they were first engaged as temporary employees.
 - iii) Those who worked on casual basis and/or on lumpsum payment.
 - iv) Those who fail to produce clean discharge certificate from their present employers, if they are employed elsewhere.

- v) Those who are unable to produce documentary evidence of having worked as temporary hand or otherwise submit incomplete application.
- vi) Those who fail to apply within the prescribed period. This being a one time chance, no request for extension of last date and/or condonation of delay will be entertained by the Bank in any circumstances.
7. THAT this is in full and final settlement of all claims and disputes in the past period in respect of the temporary workmen in the subordinate cadre governed by this settlement relating to their termination and other benefits under the provisions of Industrial Law applicable, if any. Further, no workman or his representative or union would raise any industrial dispute or any claim in any shape or form hereinafter, in this regard, before any authority or Court.
8. THAT this settlement shall not be applicable to those persons whose cases are pending before the Conciliation Officer, Labour Court/Tribunal etc. However, in case they so desire, they may withdraw their claims before ALC (C)/Tribunal/Labour Court etc. and move application under this settlement for consideration of their cases in terms reproduced hereinbefore.
9. In case of any doubt or difficulty arising out of interpretation of any provision of this settlement, the matter shall be taken up only at the level of Head Office, Personnel Division, Punjab National Bank and All India Punjab National Bank Employees Federation for discussion and settlement.

SIGNATURES OF THE PARTIES

| <u>REPRESENTING EMPLOYER</u> | | <u>REPRESENTING EMPLOYEES</u> | |
|------------------------------|------------------------------|-------------------------------|-------------------------|
| 1. | Sd/- (V.S. VASAN) | 1. | Sd/- (K.R. NAGPAL) |
| 2. | Sd/- (A. ROY CHOUDHURY) | 2. | Sd/- (D.P. CHADHA) |
| 3. | Sd/- (V.B. GUPTA) | 3. | Sd/- (P.R. MEHTA) |
| 4. | Sd/- (B.K. SABHARWAL) | | |

WITNESSES

1. Sd/-
(SUNITA RISHI)
Personnel Officer
Personnel Division
Punjab National Bank
HO: NEW DELHI

2. Sd/-
(SATISH CHHABRA)
Officer
Personnel Division
Punjab National Bank
HO: NEW DELHI

1. Sd/-
(A.K. SHEOPURI)
Central Committee
Member
All India PNB Employ-
ees Federation

2. Sd/-
(RAJAN SHARAD)
Asstt. Treasurer
Punjab National Bank
Employees Union, Delhi

Date: 14th January, 1991.

Sd/-
(V.K. SORICK)
REGIONAL LABOUR COMMISSIONER (CENTRAL)
NEW DELHI

Date:

The Regional Manager,
Punjab National Bank,
_____.

Dear Sir,

Please refer to Personnel Division Circular
No. _____ dt. _____.

In terms of Clause 1(ii) of the settlement,
enclosed therewith, I request that I may be considered for
appointment in the service of the bank. I have worked as
temporary employee in the subordinate cadre for _____
days on or after 1/1/82 for which wages were paid to me.
The details of the temporary service put in by me and my
bio-data is as under:

1. Name :
2. Father's Name :
3. Age & Date of birth :
4. Date of engagement
as temporary employ-
ee for the first
time :
5. Educational quali-
fications (with
documentary proof) :
(a) Present:
(b) At the time of
engagement for
the first time
as temporary
employee by the
bank.
6. Present address :
7. Permanent address :
8. Particulars of emp-
loyment (other than
erstwhile HCB Ltd./
Punjab National
Bank) till the date
of application** :

.....2/-

- 9.(a) Have you ever been prosecuted/jailed for any offence** :
- (b) Whether any criminal proceedings are pending against you. If yes, give details.** :
10. Whether any dispute or claim pending before ALC, Labour Court/Tribunal etc. If yes, details thereof. :
11. Details of temporary service put in by me are as under:

| <u>Month</u> | <u>Year</u> | <u>No. of days of temporary service</u> | <u>B.O./P.O.</u> |
|--------------|-------------|---|------------------|
|--------------|-------------|---|------------------|

DECLARATION: I solemnly declare and affirm that the particulars given above are true to the best of my knowledge and nothing material has been concealed.

I hereby declare that I shall be bound by the terms and conditions in the settlement under reference and undertake that I shall have no other claim with the Bank by way of dues, reinstatement or any other claim whatsoever in respect of temporary service.

Yours faithfully,

(SIGNATURE)
(NAME)

** : Submit documentary evidence in support thereof

FOR USE OF REGIONAL OFFICE:

1. Date on which application received:
2. Particulars verified:
3. Eligible/Not eligible for consideration for appointment:

OFFICER
JMG SCALE-I

MANAGER (STAFF)

DATE :

The Regional Manager,
Punjab National Bank,
_____.

Dear Sir,

Please refer to Personnel Division Circular No. _____
dt. _____.

In terms of Clause 1(i) of the settlement enclosed there-
with, I request that I may be considered for appointment in
the service of the bank. I have worked with the Bank for not
less than 240 days in 12 consecutive months for which wages
were paid to me. The detail of the temporary service put in
by me and my bio-data is as under:

1. Name :
2. Father's Name :
3. Age & Date of Birth :
4. Date of engagement as
temporary employee for
the first time :
5. Educational qualifi-
cations (with documen-
tary proof) :
 - (a) Present
 - (b) At the time of enga-
gement for the first
time as temporary :
employee by the Bank
6. Present Address :
7. Permanent Address :
8. Particulars of employ-
ment (other than erst-
while HCB Ltd./Punjab :
National Bank) till the
date of application.**
- 9(a) Have you ever been
prosecuted/jailed for,
any offence. **

- 9(b) Whether any criminal proceedings are pending against you. If yes, : give details.**
10. Whether any dispute or claim pending before ALC, Labour Court/Tribunal, etc. If yes, : details thereof.
11. Details of temporary service put in by me are as under:

| <u>MONTH</u> | <u>YEAR</u> | <u>NO. OF DAYS OF TEMPORARY SERVICE</u> | <u>B.O./P.O.</u> |
|--------------|-------------|---|------------------|
|--------------|-------------|---|------------------|

DECLARATION: I solemnly declare and affirm that the particulars given above are true to the best of my knowledge and nothing material has been concealed.

I hereby declare that I shall be bound by the terms and conditions in the settlement under reference and undertake that I shall have no other claim with the Bank by way of dues, reinstatement or any other claim whatsoever in respect of temporary service.

Yours faithfully,

(SIGNATURE)
(NAME)

** Submit documentary evidence in support thereof.

FOR USE OF REGIONAL OFFICE:

1. Date on which application received: :
2. Particulars verified : :
3. Eligible/Not eligible for consideration for appointment : :

OFFICER
JMG SCALE-I

MANAGER (STAFF)