

FORM 'H'
SEE RULE 58

MEMORANDUM OF SETTLEMENT ARRIVED AT BETWEEN THE MANAGEMENT OF PUNJAB NATIONAL BANK AND ALL INDIA PNB EMPLOYEES' FEDERATION UNDER SECTION 12 (3) OF INDUSTRIAL DISPUTES ACT, 1947 BEFORE SHRI B.B. BHATNAGAR, REGIONAL LABOUR COMMISSIONER (CENTRAL), NEW DELHI ON 28.03.2011 AS TO THE POSTING OF HEAD CASHIER - II AND OTHER RELATED MATTERS.

NAMES OF THE PARTIES

REPRESENTING BANK (S/SHRI)	REPRESENTING AIPNBEF (S/SHRI)
G.S. DUBEY, GENERAL MANAGER	P.N. TIWARI, PRESIDENT
N.K. NIRANWAL, DY.GENERAL MANAGER	T.C. JHALANI, VICE PRESIDENT
P.S. BHOTIA, CHIEF MANAGER	A.K. ANDREWS, VICE PRESIDENT
SIDHARTH KAPOOR, CHIEF MANAGER	K.V. BAROT, VICE PRESIDENT
Ms. RANJANA KHARE, CHIEF MANAGER	S.K. GHOSH, VICE PRESIDENT
SHARAD KUMAR SRIVASTAVA, MANAGER	P.R. MEHTA, GENERAL SECRETARY
Ms. SURABHI RANA, MANAGER	B.K. MISHRA, ASSTT. SECRETARY
	M.P. SINGH, ASSTT. SECRETARY
	R. MOUNTBETTAN, ASSTT. SECRETARY
	R.N. RAMTEKE, ASSTT. SECRETARY
	NIRMAL KUMAR SHARMA, ASSTT. SECY.
	M.M. RAI, ASSTT. SECRETARY
	ASHOK AWASTHI, TREASURER

Whereas a Memorandum of Settlement dated 16.06.1973 was arrived at between the Management of Punjab National Bank (hereinafter referred to as 'the Management') and All India PNB Employees' Federation (hereinafter referred to as 'Employees Federation') which amongst others also, inter alia, laid down the Policy & Procedure as to selection of Head Cashiers & Cashiers Incharge.

And whereas the Employees Federation had raised a demand with the Management as to upgrading the then post of Head Cashier category-A to the post of Head Cashier category-C and similarly to upgrade the post of Head Cashier category-C to the post of Head Cashier category-E and the matter was resolved by way of a Settlement dated 06.12.2001 arrived at during the course of the Conciliation Proceedings between the Management and the Employees Federation.

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And whereas the Employees Federation had also earlier raised a dispute demanding treating all Head Cashiers category A & C as Head Cashiers category-I having regard to the provisions of the 8th Bipartite Settlement signed at the Industry Level on 02.06.2005 which was resolved by way of a Settlement dated 23.05.2006 arrived at between the Management and the Employees Federation during the Conciliation Proceedings.

And whereas the Employees Federation vide its letter dated 18.03.2011 has raised an Industrial Dispute before the Regional Labour Commissioner (Central), New Delhi demanding that the Bank should also post Head Cashier-II at small and medium Branches as well so as to have Head Cashier-II at all the branches irrespective of their category. Further, the post of Computer Operator Category-C be changed to Single Window Operator-C and the special pay payable be enhanced w.e.f. 01.11.2007. The Management vide its letter dated 23.03.2011 has submitted that the demand raised by the Employees Federation is not tenable having regard to the provisions of the 9th Bipartite Settlement arrived at during the course of Conciliation Proceedings in terms of which the Head Cashier-I posted at small and medium Branches have been re-designated as Single Window Operator 'B' w.e.f. 01.05.2010 and in terms of the provisions of the 9th Bipartite Settlement, they are required to discharge the duties of Head Cashier-I as well which they were performing up to 30.04.2010. Further, the Single Window Operator-A now being the basic post in the clerical cadre, there is no requirement to have a post like Computer Operator Category-C, since Head Cashier-II is required to perform the duties of Single Window Operator-A as well in terms of 9th Bipartite Settlement.

The matter could not be resolved through Bi-lateral discussions, the Employees' Federation requested the intervention of the Regional Labour Commissioner(Central)New Delhi and requested to immediately initiate conciliation proceedings in the matter. The dispute was seized in conciliation by the Regional Labour Commissioner(Central)New Delhi and the parties, PNB management as well as Employees' Federation were called for discussions/conciliation. After detailed, protracted and threadbare discussions and persuasion by the Regional Labour Commissioner(Central)New Delhi & Conciliation Officer on various dates, the parties agreed to resolve the dispute on the following terms of Settlement.

TERMS OF SETTLEMENT

1. That the Bank shall have the post of Head Cashier-II in all its Branches irrespective of their categorization. *nam* *8*



2. That all those employees in the Clerical Cadre who were drawing Special Pay of Head Cashier category-I as on 30.04.2010 and have been designated as Single Window Operator 'B' w.e.f. 1.5.2010 and are presently working in that capacity at small & medium Branches of the Bank shall from the date of this Settlement stand automatically designated as Head Cashier-II.

3. That a permanent vacancy of Head Cashier-II shall be filled up on the basis of city/town-wise seniority of eligible Single Window Operators 'A' & 'B' and the seniority shall be determined in accordance with the Policy & Procedure as laid down in the Settlement dated 01.11.1988 arrived at between the parties during the course of Conciliation Proceedings and as amended from time to time.

4. That for the purpose of working as Head Cashier-II in a stop gap arrangement, branch-wise seniority of Single Window Operators 'A' & 'B' shall be taken into consideration and the seniority shall be determined in accordance with the Policy & Procedure as laid down in the Settlement dated 01.11.1988 arrived at between the parties during the course of Conciliation Proceedings and as amended from time to time.

5. That while determining the seniority of the employees of erstwhile New Bank of India for the purpose of posting/working in stop gap arrangement as Head Cashier-II, the provisions of the Settlement dated 01.11.1988 will be read with Notification dated 8.12.1993 notified by the Central Government in consultation with Reserve Bank of India and upheld by Hon'ble Supreme Court vide its judgement and order dated 13.03.1996 in CA No.4247-50 of 1996 in the matter of NBI Employees Union and another vs. Union of India and Others reported in JT 1996 (Vol.3) SC 203.

6. That the seniority of employees of Nedungadi Bank Ltd., for the purpose of posting/working in stop gap arrangement as Head Cashier-II, will be determined in the ratio of 2:1 i.e. 2 years service in ENBL as equivalent to 1 year service in PNB as per the decision taken by the Bank in terms of Notification dated 31.01.2003 issued by the Central Government in exercise of its power under Section 45 of Banking Regulation Act 1949 which has been circulated vide HRD Division Circular No.131 dated 07.02.2003.

7. That the offer for permanent posting as Head Cashier-II in terms of the provisions of this settlement will be made in writing to the concerned eligible employee and in case no refusal is received from the concerned employee within a period of 3 days from the date of offer, the employee concerned shall be deemed to have accepted the offer of the post offered to him by the management. For filling up any given vacancy of Head Cashier-II, the offer for permanent posting would be made to the extent of maximum 3 eligible concerned employees. However, if the offer of such permanent posting is refused by all the 3 eligible employees, the Bank shall thereafter invite applications from the eligible employees in the city/town for filling up such

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vacancy and would fill up the same from the Senior most eligible employee in terms of this Settlement on the basis of applications so received.

8. That refusal to accept permanent posting of Head Cashier-II or refusal to work as Head Cashier-II in a stop gap arrangement shall debar an employee for a period of two years from the date of refusal for permanent posting as well as working in a stop gap arrangement to the post of Head Cashier-II.

9. That the employees presently working as Computer Operator Category-C at the Rural Branches shall also stand designated as Head Cashier-II from the date of this Settlement. The employees who had designation of Computer Operator Category-C prior to the date of this Settlement shall be paid Special Pay of Rs.1780/- per month of Head Cashier-II in the 9th Bipartite Settlement from 01.11.2007 to 30.04.2010 instead of Special Pay of Rs.1500/- per month already paid and Special Pay of Rs.780/- per month on & from 01.05.2010 instead of Special Pay of Rs.500/- per month already paid.

10. The job profile of Head Cashier-II shall be as prescribed under the provisions of 9th Bipartite Settlement signed at Industry Level.

11. That a clerical employee who is transferred temporarily on request from one city/town to another city/town as Single Window Operator 'A' shall not be eligible for permanent posting as well as for working in the stop gap arrangement to any post carrying Special Pay at the city/town of his/her temporary posting during the period of temporary transfer. Further, such an employee shall also have no right to any post carrying Special Pay arising at his place of permanent posting during his temporary posting on request to a city/town other than a city/town of his permanent place of posting.

12. That if any doubt or difficulty arises regarding interpretation and/or implementation of any provision of this Settlement, the matter shall be taken up only at the level of Personnel Administration Division, Punjab National Bank, Head Office, New Delhi and All India PNB Employees Federation for discussion and settlement.

13. That this Settlement supercedes Settlement dated 23.05.2006 regarding posting of Head Cashiers & other related matters and also Settlement dated 22.11.2006 regarding Policy & Procedure for introduction & posting of Computer Operator Category-C, their job profile & other related matters arrived at between the parties during the course of the Conciliation Proceedings.

14. In case any dispute regarding implementation of terms of this settlement, decision of the RLC (C)'s New Delhi will be final *nam*

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15. The parties will report implementation of settlement to the Regional Labour Commissioner (C) New Delhi & Conciliation Officer under I.D.Act, 1947 within 30 days of signing this settlement, otherwise it will be presumed that Settlement has been implemented.

16. This Memorandum of Settlement is signed on this Twenty Eight day of March,2011 before the Regional Labour Commissioner(Central) & Conciliation Officer, New Delhi under Industrial Disputes Act, 1947.

Signature of the Parties.

For & on behalf of
Punjab National Bank

(Handwritten Signature)
(N.K. NIRANWAL)
DY.GENERAL MANAGER

(Handwritten Signature)
(SIDHARTH KAPOOR)
CHIEF MANAGER

(Handwritten Signature)
(P.S. BHOTIA)
CHIEF MANAGER

(Handwritten Signature)
(SURABHI RANA)
MANAGER

For & on behalf of
All India PNB Employees' Federation

(Handwritten Signature)
(P.N. TIWARI)
PRESIDENT

(Handwritten Signature)
(P.R. MEHTA)
GENERAL SECRETARY

28/3/11

WITNESSES

(Handwritten Signature)
(A.K. ANDREWS)
VICE PRESIDENT

(Handwritten Signature)
(M.P. SINGH)
ASSTT. SECRETARY

SIGNED BEFORE ME :

(Handwritten Signature)
(B.B. BHATNAGAR)
REGIONAL LABOUR COMMISSIONER (C) NEW DELHI
&
CONCILIATION OFFICER UNDER I.D.ACT, 1947.

