

AMENDMENTS TO POLICY & PROCEDURE CONCERNING PROMOTION OF CLERKS AND SPL. ASSTTS. AS OFFICERS AND DIRECT RECRUITMENT OF OFFICERS & RELATED MATTERS (MEMORANDUM OF UNDERSTANDING ARRIVED AT BETWEEN THE BANK & AIPNBEF ON 29.10.1998)

1. Minutes of Understanding dated 02.12.1999

Clause 3(c) of the Settlement dated 29.10.1998 stands deleted.

2. Memorandum of Understanding dated 22.05.2002

A. Clause 2(c) of the Settlement dated 29.10.1998 would be read as under:-

“50% on the basis of written test from the employees in clerical, cadre including Special Assistants who are atleast matriculate and have put in atleast 4 years service in clerical cadre and have a minimum 8 priority marks. Priority marks referred to above mean marks as laid down in Settlement dated 1.11.1988 read with modifications effected from time to time and to be calculated on the date provided therein. For calculating 4 years of service eligibility, the service put in as on the last date fixed for receipt of application shall be taken into account.

Provided that from amongst above, 15% of the notified vacancies will be filled up from Special Assistants having minimum eligibility as laid down for clerks through written test. The remaining 35% vacancies shall be filled up from clerks who fulfill the eligibility criteria as laid down above. However, if the adequate number if not available from the Special Assistant category for filling up the 15% vacancies through the process of written test, the short fall will be met out of clerks to be promoted through the process of written test and the total employees to be promoted through this process shall be maintained at 50%”.

B. Clause 4(d) of the Settlement dated 29.10.1998 would be read as under:-

“The candidates qualifying the written test shall be awarded marks for qualification and service as follows:-

i) QUALIFICATION:	25 MARKS
For Graduation	06
For Post Graduation	02
For commerce at Inter/Graduation/Post Graduation level	02
For CAIIB Part-I	06
For CAIIB Par-II	09
For ICWA/CA	06

Maximum marks under this head not to exceed 25.

ii) SERVICE:

One mark for each completed year of service upto 10 years of service and 1½ marks for each completed years of service beyond 10 years with a maximum of 25. Leave without pay and period of unauthorized absence shall be deducted from total length of service only in such cases where increments have also been deferred for such period of leave on loss of pay and/or unauthorized absence.”

C. Clause 4(e) of the Settlement dated 29.10.1998 would be read as under:-

“The final merit list of the candidates will be prepared on the basis of aggregate marks obtained by them, as prescribed in the Settlement, in three parameters namely written test, qualification and service, and posting shall be made accordingly.”

3. Minutes of Understanding dated 12.07.2005

The minimum eligibility criteria has been reduced as under:-

S. NO.	CANDIDATE	EXISTING	REVISED
1.	General Candidate	4 years service and 8 Priority Marks	3 years service and 6 Priority Marks
2.	SC & ST Candidate	3 years service and 6 Priority Marks	2 years service and 4 Priority Marks

4. Minutes of Understanding dated 30.10.2009

Clause 1 of the Settlement dated 29.10.1998 would be read as under:-

ASSESSMENT AND NOTIFICATION OF VACANCIES:

“The number of vacancies for the post of Officers in JMS Scale-I, other than Technical Officers, shall be estimated by the Management every year (January to December), in advance, before the process of filling up starts. The Head Office of the Bank will assess the anticipated vacancies Circle-wise which shall be notified to the Federation. Any variation in the notified vacancies till the selection process starts; shall also be intimated to the Federation. Thereafter also, keeping in view the manpower requirements, the Bank can make variation to the extent of 10% of the anticipated vacancies at the time of actual filling up of the vacancies.”

5. Memorandum of Understanding dated 12.06.2015

A. Clause 3(a) of the Settlement dated 29.10.1998 would be read as under:-

“An employee who has received punishment for any gross misconduct shall not be eligible for consideration for promotion as Officer in JMG Scale-I for a period of one year from the date of punishment. Further, in case an Officer is reverted to clerical cadre on account of punishment for gross misconduct imposed upon him in Officer Cadre, he will be considered for promotion only after completion of prescribed minimum length of service, as prescribed for other candidates under Selectivity Channel from the date of reversion in clerical cadre. However, under Seniority cum absence of demerit Channel, he will be considered after two years from the date of reversion in Clerical Cadre. However, he/she will not be debarred for officiating.”

B. Clause 3(b) of the Settlement dated 29.10.1998 would be read as under:-

“An employee under suspension or against whom departmental enquiry for gross misconduct is pending or who has been charge sheeted for gross misconduct, can sit in the written test and interview but shall not be eligible for promotion till he is exonerated of the charge. If ultimately he is found to be not guilty of gross misconduct and has been approved for promotion, the bank shall promote the said employee from the date the said decision has been given by the Disciplinary Authority. In case of punishment being awarded for gross misconduct, he shall not be promoted and will not be eligible for being considered for promotion for one year from the date of punishment. Further, in case of punishment being awarded for minor misconduct, he shall not be promoted as Officer and will be eligible for posting as Officer in any process initiated after the date of punishment. However, he will be eligible for officiating in both the situations.”

C. Clause 8 of the Settlement dated 29.10.1998 would be read as under:-

“CONSEQUENCES ARISING OUT OF REFUSAL OF PROMOTION:

- a) (i) No employee can refuse to officiate in officer cadre, whenever asked to do so, as per Bank's guidelines. However, if an employee is not interested to officiate as Officer, he will have to give in writing as such and he will not be considered for officiating/ promotion for one year from the date of refusal.

In case of refusal for promotion to Officer Cadre, the candidate shall not be considered for promotion for one year under any of the channels. Further, in case, the approved candidate fails to report in Officer Cadre on the prescribed date, it will be treated as “Deemed Refusal” and he/she shall not be considered for promotion for a period of one year under any channel from the prescribed date of joining in Officer Cadre. However, he will not be debarred for officiating in both the cases.

- ii) An employee who fails to attend the interview under Clause 2(b) shall not be called for interview in the next rounds in the same year's promotion process. However, he will not be debarred for officiating.
- b) In case of reversion on request from JMG Scale-I to Clerical Cadre the reverted employee shall not be considered for promotion as Officer for one year under any of the Channels. However, he will not be debarred for officiating.”

6. Memorandum of Understanding dated 15.11.2022

- i That henceforth, the eligibility criteria with regard to length of service for promotion from subordinate cadre to clerical cadre as well as from clerical cadre to officer cadre will be reckoned as on 1st of April of the Financial Year for which the vacancies arise for promotion. For e.g., for the vacancies to be filled for Financial Year 2023-24, the eligibility will be reckoned as on 01.04.2023.
- ii. The candidates approved for promotion from Clerical Cadre to Officer Cadre in JMG Scale-I will be required to give options for 10 Circles of their choice for posting upon promotion. However, such choice shall not be binding upon the management.

(Ref.: HRD Circular Nos. 82 dated 23.5.2002, 269 dated 18.7.2005, 273 dated 12.6.2015 and HRMD Circular No. 668 dated 30.11.2022)