

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 POSTING OF SINGLE WINDOW OPERATOR – B AND THEIR JOB PROFILE.

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 26.07.2000 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') regarding posting of Computer Operators and other related matters.

And whereas another Memorandum of Settlement dated 24.08.2000 was signed between the Management and the Employees Federation relating to payment of Special Pay and the job profile of Computer Operators and other related matters.

And whereas under the 8th Bipartite Settlement signed at Industry Level on 02.06.2005, while revising the Special Pay payable to the Computer Operators, two categories of Computer Operators i.e. Computer Operator category-A (without passing powers) and Computer Operator category-B (with passing powers) were introduced where after the Management and Employees Federation entered into a Memorandum of Settlement dated 01.09.2005 as to posting of Computer Operators, their job profile and other related matters.



8 9201

And whereas the 9th Bipartite Settlement has been signed at Industry Level on 27.04.2010 and in terms thereof w.e.f. 01.05.2010, the posts carrying Special Pay in the Clerical Cadre as mentioned in Part (a) of Schedule II thereto stand modified and the employees in the Clerical Cadre drawing any of the said Special Pay as on 30.04.2010 stand designated as Single Window Operator 'B'. Also, w.e.f. 01.05.2010, in terms of the 9th Bipartite Settlement, the Computer Operator – B (with passing powers) has been designated as Single Window Operator 'B' with Special Pay of Rs.500/- per month. Further, in terms of the 9th Bipartite Settlement, all members of the Clerical Staff who were not getting any Special Pay as on 30.04.2010 have been designated as Single Window Operator 'A' w.e.f. 01.05.2010 and all the employees recruited in the Clerical Cadre on or after 01.05.2010 would be designated as Single Window Operator 'A'.

And whereas the Employees Federation has raised an Industrial Dispute under the provisions of the Industrial Disputes Act, 1947 vide its letter dated 18.03.2011 demanding that there should not be a post of Single Window Operator 'A' and all the existing Single Window Operator 'A' be designated as Single Window Operator 'B'. The Management vide its reply dated 23.03.2011 has submitted that the demand raised by Employees Federation is not tenable having regard to the provisions of Industry Level 9th Bipartite Settlement and further that selection to the Special Pay carrying post of Single Window Operator 'B' has to be on the basis of suitability of Single Window Operator 'A'.

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 number of Single Window Operator 'B' required at the branches shall be decided by the Bank.
2. That the permanent vacancy for the post of Single Window Operator 'B' shall be filled up on the basis of city/town-wise seniority of eligible Single Window Operators 'A'.



[Handwritten signature]

And whereas the 9th Bipartite Settlement has been signed at Industry Level on 27.04.2010 and in terms thereof w.e.f. 01.05.2010, the posts carrying Special Pay in the Clerical Cadre as mentioned in Part (a) of Schedule II thereto stand modified and the employees in the Clerical Cadre drawing any of the said Special Pay as on 30.04.2010 stand designated as Single Window Operator 'B'. Also, w.e.f. 01.05.2010, in terms of the 9th Bipartite Settlement, the Computer Operator – B (with passing powers) has been designated as Single Window Operator 'B' with Special Pay of Rs.500/- per month. Further, in terms of the 9th Bipartite Settlement, all members of the Clerical Staff who were not getting any Special Pay as on 30.04.2010 have been designated as Single Window Operator 'A' w.e.f. 01.05.2010 and all the employees recruited in the Clerical Cadre on or after 01.05.2010 would be designated as Single Window Operator 'A'.

And whereas the Employees Federation has raised an Industrial Dispute under the provisions of the Industrial Disputes Act, 1947 vide its letter dated 18.03.2011 demanding that there should not be a post of Single Window Operator 'A' and all the existing Single Window Operator 'A' be designated as Single Window Operator 'B'. The Management vide its reply dated 23.03.2011 has submitted that the demand raised by Employees Federation is not tenable having regard to the provisions of Industry Level 9th Bipartite Settlement and further that selection to the Special Pay carrying post of Single Window Operator 'B' has to be on the basis of suitability of Single Window Operator 'A'.

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 number of Single Window Operator 'B' required at the branches shall be decided by the Bank.
2. That the permanent vacancy for the post of Single Window Operator 'B' shall be filled up on the basis of city/town-wise seniority of eligible Single Window Operators 'A'.

[Handwritten signature]



However, for working in stop gap arrangement to the post of Single Window Operator 'B' at the branch, branch-wise seniority of the eligible Single Window Operators 'A' shall be considered.

3. That the seniority of Single Window Operator 'A' shall be determined in terms of the Settlement dated 01.11.1988 arrived at between the Management and the Federation during the course of Conciliation Proceeding and as amended from time to time.

4. That while determining the seniority of the employees of erstwhile New Bank of India for the purpose of posting/working in stop gap arrangement Single Window Operator-B, 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.

5. That the seniority of employees of Nedungadi Bank Ltd., for the purpose of posting/working in stop gap arrangement as Single Window Operator-B, 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.

6. That the offer for permanent posting as Single Window Operator-B 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.

7. That a Single Window Operator 'A' who refuses to accept the permanent posting of Single Window Operator 'B' shall stand debarred for permanent posting as well as working in the stop gap arrangement for a period of two years from the date of the refusal for the post of Single Window Operator 'B'.

8. That a Single Window Operator 'A' who refuses to work as Single Window Operator 'B' in stop gap arrangement at the branch shall stand debarred for permanent posting as well as working in the stop gap arrangement for a period of two years from the date of the refusal for the post of Single Window Operator 'B'.

9. The job profile of Single Window Operator 'B' shall be as prescribed under Industry-wise Bipartite Settlement. 2



10. 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.

11. 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.

12. That this Settlement supercedes Settlement dated 01.09.2005 regarding posting of Computer Operators, their job profile and other related matters.

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

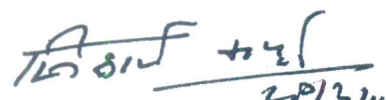
15. The parties will report implementation of settlement to the Regional Labour Commissioner@New Delhi & Conciliation Officer under I.D.Act, 1947 within 30 days of signing this settlement, otherwise it will be presumed that Settlement has been implemented.

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



(N.K. NIRANWAL)
DY.GENERAL MANAGER


(SIDHARTH KAPOOR)
CHIEF MANAGER



For & on behalf of
All India PNB Employees' Federation


(P.N. TIWARI)
PRESIDENT

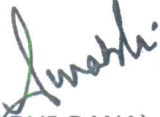

(P.R. MEHTA)
GENERAL SECRETARY

28/3/11

WITNESSES



(P.S. BHOTIA)
CHIEF MANAGER



(SURABHI RANA)
MANAGER



(A.K. ANDREWS)
VICE PRESIDENT



(M.P. SINGH)
ASSTT. SECRETARY

SIGNED BEFORE ME



(B.B. BHATNAGAR)
REGIONAL LABOUR COMMISSIONER (C)
NEW DELHI

