

MEMORANDUM OF SETTLEMENT ARRIVED AT ON 27.12.2021 BEFORE THE DEPUTY CHIEF LABOUR COMMISSIONER (CENTRAL), NEW DELHI UNDER SECTION 12 (3) OF INDUSTRIAL DISPUTES ACT, 1947, READ WITH RULE 58 OF INDUSTRIAL DISPUTES (CENTRAL) RULES, 1957 TO RESOLVE AN INDUSTRIAL DISPUTE BETWEEN THE MANAGEMENT OF BANK OF INDIA AND THE FEDERATION OF BANK OF INDIA STAFF UNIONS OVER VARIOUS DEMANDS AND/ OR GRIEVANCES AND/OR ISSUES PERTAINING TO TERMS AND CONDITIONS OF SERVICE OF AWARD STAFF IN BANK OF INDIA.

PARTIES TO THE SETTLEMENT

PARTIES PRESENT

REPRESENTING THE MANAGEMENT OF BANK OF INDIA	REPRESENTING THE FEDERATION OF BANK OF INDIA STAFF UNIONS
Sh. Ashok Kumar Pathak, General Manager (HR)	Sh. A.M. Pereira, President
Sh. Harish Chandra Khurana , Asstt. General Manager	Sh. Dinesh Jha Lallan, General Secretary

SHORT RECITAL OF THE CASE

WHEREAS the Federation of Bank of India Staff Unions (here-in-after referred to as "the Federation") served TWO notices of strike (dated 29th November, 2019 & 19th September, 2020) on the management of Bank of India (here-in-after to be referred to as "the Bank) after exploring the avenues of a negotiated settlement of genuine and legitimate demands Award Staff in bipartisan committee and/or at bilateral level.

AND WHEREAS the Chief Labour Commissioner (Central), New Delhi decided to intervene into the matter at their level and held joint discussions on different dates in New Delhi with a view to inducing the parties to arrive at a just and fair settlement of the demands of the Federation.

AND WHEREAS bipartite and tripartite meetings, in course of conciliation proceedings/ joint discussions, were also held to settle the demands amicably. In a joint discussion/ conciliation proceedings held on February, 2021, both the parties solemnly affirmed to settle the industrial disputes by entering into a Settlement. After prolonged and protracted negotiations, it has now been decided to enter into a Settlement on the demands of Award Staff (workman employees) employed in different branches and/ or offices of the Bank. The settlement is entered into under Section 12 (3) of the Industrial Disputes Act, 1947 (as amended up-to-date) and also under Rules 58 of The Industrial Disputes Central Rules (1957) specifying the following terms and conditions:

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TERMS OF THE SETTLEMENT.

IT IS HEREBY AGREED by and between the parties:

1. That, a joint committee consisting of FOUR MEMBERS (TWO representatives of the Federation and TWO representatives of the management) would be constituted to assess the requirement of CLERKS (Single Window Operator "A") in the bank by using time tested methodology and/or a scientific method. The said task would be taken forward at bilateral level .

2. That, the residual/ unfilled vacancies of Sepoy and Safaikaramchari-Cum-Sepoy would be filled up in accordance with the terms and conditions laid down in the Settlement dated 25th June, 2013. In terms of specifics, it is agreed that Residual/ Unfilled vacancies would be identified from out of the total number of vacancies that existed as on the date of the said settlement. In order to provide clarity on the matter, total number of vacancies, as were identified, as on the date of the said settlement, is tabulated below:

SEPOY	1882
SAFAIKARAMCHARI-CUM-SEPOY	1507

3. (i) That, as an interim relief, the scheme of Health Check Up Facility for Award Staff that was put in place sometime in January 2015 has been modified to bring in parity with Officer Employees in terms of eligible age/ completed months or years of service and the periodicity.

(ii) That, in so far as the demand of upward revision in monthly ceiling of fuel expenses (reimbursable quantum of petrol to Award Staff) is concerned, it was agreed in a bilateral negotiations held on 12th January, 2021 that the said demand would be discussed and settled with the Federation in first quarter of FY 2021-22. Pursuant to the said mutual understanding, the demand of the Federation was taken up in a Central Consultative Committee (Bipartisan Committee) meeting held on 20th July, 2021 for

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discussion and arriving at a consensus. After negotiation, It was agreed to revise reimbursable quantum of petrol (fuel expenses) to Award Staff upwardly. As of now, the revised limit for different categories/ sets of Award Staff, would be as follows and it would take effect from 1st November, 2021:

Category / Cadre	Fuel Limit Per month (in Litres)	Maximum amount reimbursable on declaration basis per month (in rupees)
Special Assistant	20	900.00
Head Cashier-II	16	800.00
Clerks (SWO & B)	13	700.00
Sub-Staff	9	500.00

The remaining terms and conditions of the scheme shall remain unchanged. However, the issue or issues arising out of implementation of the scheme, if any, would be discussed and resolved between and by the management of the bank and the Federation of Bank of India Staff Unions.

(iii) That, the demand of the Federation for providing the facility of "Furniture & Fixtures" to Award Staff in their residences would be taken up for consideration in Central Consultative Committee (Award Staff) i.e. Bipartisan Committee at bank level. Thus, the said demand is left to the bipartisan committee that operates at bank level for further negotiations and amicable settlement.

4. (i) That, in so far as the demand of the federation for recruitment of subordinate staff is concerned, it is agreed to discuss and resolve bilaterally

(ii) That, the demand of the Federation in relation to engagement of casual labour and issues connected therewith would be discussed bilaterally.




Mr. Patil





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5. That, the number of vacancies to be filled in clerical cadre by way of promotion from subordinate staff cadre in Financial Year 2020-21 would be increased from 500 (five hundred) to 1000 (one thousand). The vacancies would mutually be apportioned between TWO channels of promotion. Thereafter, necessary steps would be taken to initiate and complete the process of promotion as early as possible.
6. That, the management declared and reaffirmed their commitment to honour and implement the terms and conditions of all subsisting Settlements arrived at under the provisions of The Industrial Disputes Act, 1947, mutually agreed transfer policy frameworks pertaining to Award Staff and understandings reached between the parties on matters relating to/ covering conditions of service of Award Staff in letter and spirit.
7. That, the issues or concerns or grievances of the Award Staff arising out of non-admissibility and/ or rejection and/ or under-settlement of claims of medical expenses incurred by the Award Staff on medical treatment of self and/ or dependents, under Medical Insurance Scheme, would be resolved/ addressed/ redressed in the following order/manner:
 - i. In case of under-payment of claim by the insurer, the unpaid portion of the eligible claim amount will be reimbursed to the concerned claimant (Award Staff) from out of corporate buffer. Such cases will be taken up with TPA (Third Party Administrator) to settle it in transparent and fair manner .
 - ii. In the event of non-admissibility/ rejection of claim and/ or non-availability of corporate buffer, the residual amount of eligible claim of an award staff will be reimbursed from out of extant ex-gratia medical aid scheme of the bank and as would be applicable from time to time.
8. That, the demand of the Federation to give notional effect of promotion from 1st April, 2020 to those clerks who were promoted to Officer Cadre (JMG Scale-1) in terms of notice dated 27th April, 2020 would be put up to the competent authority for consideration.

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Mr. Patil

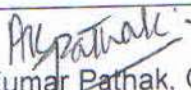
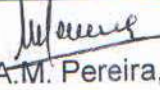

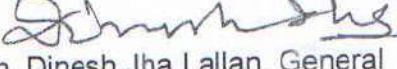
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9. This settlement, which is arrived at under the provisions of The Industrial Disputes Act, 1947 and Rules made thereunder, except to the extent as may be mutually modified from time-to-time, shall remain in force.
10. The parties to the settlement further agree that if any doubt or difficulty or dispute arises in assigning meaning to any of the provisions/ words/ phraseologies made/ used in this settlement and that if any dispute arises in any other matter arising out of it and connected herewith, it shall be taken up only at the level of the management of the bank at Head Office and the Federation for discussion, resolution and clarifications thereof.

Dated at New Delhi This Twenty Seventh Day of December 2021.

SIGNATURE OF THE PARTIES

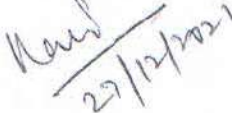
REPRESENTING THE MANAGEMENT OF BANK OF INDIA	REPRESENTING THE FEDERATION OF BANK OF INDIA STAFF UNIONS
 Sh. Ashok Kumar Pathak, General Manager (HR)	 Sh. A.M. Pereira, President
 Sh. Harish Chandra Khurana, Asstt. General Manager	 Sh. Dinesh Jha Lallan, General Secretary

WITNESS:

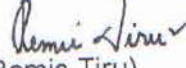

1. Sh. Shiv Gopal Agrawal


2. Sh. Bikker Bahadur

3. Ms. Arti Batra, ALC(C), HQRS


27/12/2021

SIGNED BEFORE ME, THIS TWENTY SEVENTH DAY OF DECEMBER 2021.


(Remis Tiru)

CONCILIATION OFFICER UNDER ID ACT, 1947

DEPUTY CHIEF LABOUR COMMISSIONER (CENTRAL)

NEW DELHI

रमिस तिरु/REMIS TIRU
उप मुख्य श्रमायुक्त (के.)
Dy. Chief Labour Commissioner (C)
मुख्य श्रमायुक्त (के.) कार्यालय
O/o Chief Labour Commissioner (C)
श्रम एवं रोजगार मंत्रालय
Ministry of Labour & Employment
भारत सरकार, नई दिल्ली
Govt. of India, New Delhi