

**MEMORANDUM OF SETTLEMENT ARRIVED AT UNDER SECTION 12(3) OF THE ID ACT 1947 BETWEEN THE MANAGEMENT OF ANDHRA BANK, HEAD OFFICE AND ALL INDIA ANDHRA BANK AWARD EMPLOYEES' UNION (Affiliated to AIBEA), BEFORE Sri. M. DHARMARAJ, ASSISTANT LABOUR COMMISSIONER (C) HYDERABAD ON 5<sup>th</sup> MARCH 2013 REGARDING THE POLICY & PROCEDURE FOR FILLING UP OF SINGLE WINDOW OPERATOR -B POSTS & FOR FILLING UP & ENTRUSTMENT OF HEAD CASHIER II POSTS ON ROTATIONAL BASIS.**

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**Representing the Management**

**R Padmanabhan**  
General Manager

**K.Satish Chander Reddy**  
Assistant General Manager

**S.Veeramani**  
Chief Manager(HR)

**A.Eswaran**  
Senior Manager(HR)

**Representing the Union**

**B S R Mohan Reddy**  
Chairman

**Manoranjan Das**  
President

**M Sankareswaran**  
Vice President

**BVV Kondala Rao**  
Vice President

**Mihir Kumar Dey**  
Vice President

**Vikas Rane**  
Vice President

**Vijay Kumar Juneja**  
Vice President

**T. Ravindranath**  
General Secretary

**Ramana N.V.**  
Dy. General Secretary

**M. Padmanabhan**  
Dy. General Secretary

## **SHORT RECITAL OF THE CASE:**

Whereas the General Secretary of All India Andhra Bank Award Employees' Union has served a Strike Notice vide letter dated 17.10.2012 to the Management of Andhra Bank, Hyderabad for settling various demands and the matter was ceased in conciliation by the RLC (C), Hyderabad and thereafter Conciliation Proceedings were held on 19.11.2012 before the RLC (C), Hyderabad, where both the parties had agreed to discuss the matter in the bilateral manner to resolve the issues amicably.

And whereas both the parties as per the advice of the RLC (C), Hyderabad had mutually discussed the various issues and on 07-12-2012 a Settlement under Section 2(p) of ID Act 1947 was signed between these parties covering several issues including the issue of introduction of a system of rotation in matters of entrustment of the duties of the post of Head Cashier-II in the branches in the bank in place of the existing guidelines.

And whereas under paragraph No.3 of the said Settlement, it was agreed that all the small branches having more than one clerical cadre employee shall have one post each of Single Window Operator 'B' and other medium, large, very large and exceptionally large branches shall also have one SINGLE WINDOW OPERATOR 'B' post each in addition to the post of Head Cashier-II posts.

And whereas, it was agreed that a separate Settlement covering the detailed modalities shall be arrived at shortly by way of settlement under Sec: 12(3) of ID Act but not later than 31-01-2013.

And whereas both the parties have mutually discussed the issue of and both the parties desired to arrive at a Memorandum of Settlement under Section 12(3) of ID Act and approached the Asst. Labour Commissioner (C), Hyderabad for facilitating to arrive at a Settlement on the issue of introduction of a system of rotation in matters of entrustment of the duties of the post of Head Cashier-II in the branches in the bank in place of the existing guidelines, today 5<sup>th</sup> March, 2013 after further discussions, in the presence of the Asst. Labour Commissioner (C), Hyderabad, the following terms of Settlement are agreed to and arrived at between the parties:

**SETTLEMENT ON POLICY & PROCEDURE FOR FILLING UP  
OF SINGLE WINDOW OPERATOR B' POSTS & FOR FILLING  
UP & ENTRUSTMENT OF HEAD CASHIER II POSTS ON  
ROTATIONAL BASIS**

**TERMS OF SETTLEMENT**

1. In partial supersession of what is provided under the settlement dt. 19-3-1983 on special allowances and the various circulars and guidelines etc on the policy and procedure of selection and Entrustment of the posts of Joint Custodian Cashier / Head Cashier II in the bank, the following shall apply as the Policy and Procedure for filling up the vacancies of Single Window Operator 'B' Posts and for filling up & entrustment of Head Cashier II Posts on Rotational Basis.
2. It is agreed that in all the branches, excepting the small branches where only one clerical post exists, there shall be one post of Head Cashier-II and one post of Single Window Operator-B.
3. It is mutually agreed that the following branches shall have the post of Single Window Operator 'B' (with special pay of Rs.500/-) posts in addition to the Post of Head Cashier-II (with special pay of Rs.780/-)

<b><u>Category of Branch</u></b>	<b><u>No. Single Window Operator "B" Posts</u></b>
Small Branches where additional clerk is Available	: 1 (One Post)
Medium Branches	: 1 (One Post)
Large Branches	: 1 (One Post)
Very Large Branches	: 1 (One Post)
Exceptionally Large Branches	: 1 (One Post)

4. All the present and future vacancies of Head Cashier - II Posts shall be entrusted on Rotational Basis for a period of Six (6) Months from among the Single Window Operators-B working in the Branch.

5. The existing designated Head Cashier - II shall have the option to Switch Over to perform the Head Cashier - II duties under the Rotational Basis. In all such cases when the existing Designated Head Cashier - II opts for conversion to Rotational Duties, the designation of Single Window Operator - B shall continue and entitled to draw the Special Pay of Rs.500/- as applicable to Single Window Operator 'B'.

The existing designated Head Cashier II shall exercise the option to switch over for rotation within 30 days from the date of the Settlement and there after the option to switch over to rotation will be accepted in the month of June & December each year.

6. In case, the existing designated Head Cashier-II does not wish to opt for conversion to rotational basis, he/she shall continue to perform the Head Cashier II duties and be entitled for the special pay of Rs.780/- as applicable to Head Cashier II as per the Bipartite Settlement.
7. The cycle of rotation shall continue among all the Single Window Operator 'B' in respective branches. Special pay of Rs.780/-pm as applicable to the post of Head Cashier -II under the BP settlement shall be paid to such employees for the 6 months period they hold the post of Head Cashier and for the rest period of six months they shall continue to be paid special pay of Rs.500/- under the B.P Settlement as applicable to Single Window Operator 'B' post.
8. In the Small Branches where there is only one clerk, he/she shall be designated as Single Window Operator 'B' and the duties of Head Cashier - II shall be entrusted on continuous basis. As and when, another clerk (second clerk) is posted in the Branch and is eligible as per norms he / she shall be designated as Single Window Operator 'B' and the Head Cashier-II duties will be entrusted on rotational basis for a period of 6 (six) months among the Single Window Operator 'B' working in the Branch provided if the existing designated Head Cashier-II opts for switching over to Rotational System.
9. If for any reason the Head Cashier-II remains absent, during the rotation period, the next senior employee who was designated as Single Window Operator 'B' in that branch shall hold the post

of Head Cashier-II. The term of rotation period for the period of absence shall be extended by one month if the period of the absence is more than 15 days. Absence for lesser period shall be ignored.

10. In a branch when the designated Head Cashier II / Single Window Operator 'B' are temporarily absent, SWO-A/ general clerk may be entrusted with such duties for temporary periods.
11. A register to Record the rotational entrustments shall be maintained at the branches and the Branch Head shall record the Entrustment with his order and the signature of the employee to whom the post is entrusted shall be obtained there in. Entrustment of Head Cashier -II / Single Window Operator 'B' on Rotational basis shall be by way of an Office
12. The posts of Single Window Operator 'B' at each branch shall be filled up from among the willing clerical employees working in the Branch as per their seniority of service in the Bank.
13. Branch-wise vacancies of Single Window Operator 'B' Posts in each zone of the bank shall be notified by the respective Zonal Offices and options of the clerical employees at the respective branches who are willing to be posted as Single Window Operator 'B' and consequently hold the post of Head Cashier -II of the respective branches on rotation basis, shall be invited.

All clerical cadre employees working in the respective branches on completion of probation period shall be eligible to opt for the posts.

14. Selection for the posts shall be made branch wise on the basis of seniority in service in clerical cadre of the bank from amongst those clerical employees who are working in the respective branches and have opted for the post.
15. If no option is received for a vacancy in the branch the same shall be filled by compulsory entrustment and designation of Single Window Operator 'B', to the senior most employees in the branch.
16. In Branches where more than one Clerk is identified and where the Head Cashier-II post is vacant 2 Posts of Single Window

Operator 'B' shall be notified and filled. However in branches where the Head Cashier-II is a permanent incumbent, only one post of Single Window Operator 'B' shall be notified and filled.

17. As and when a vacancy of Single Window Operator 'B' arises, the same shall be first entrusted to the next senior most clerical employee of that branch on temporary basis w.e.f the date of the vacancy and the same shall be notified & filled up as per the procedure stated above within one month from the date of vacancy.
18. A designated Single Window Operator 'B' on request transfer, to any other branch shall forfeit the special pay post of Single Window Operator 'B'. Such employees are eligible to opt for the vacancies in the branch to which they are transferred. However a designated Single Window Operator 'B' on transfer, otherwise than at his request, shall continue to hold the post of Single Window Operator 'B' in the branch to which he is transferred.
19. The Office Bearers and CC members of the recognized Union i.e., AIABAEU shall have the option to opt out of the rotation of the Head Cashier II duties and from compulsory designation of Single Window Operator 'B' posts.

### **GENERAL CONDITIONS:**

- A) Definition of Unit:** Each branch of the Bank shall be treated as a Unit for the purpose of notifying and filling up of the vacancies & posts of Single Window Operator 'B' and for rotation of Head Cashier-II duties from among the designated Single Window Operator 'B' in the branch.
- B) Seniority:** Seniority shall mean the actual length of service reckoned from the date of appointment in the Bank in the clerical cadre or from the date of promotion to Clerical cadre.
  - i) Where two or more clerks have the same length of service in the clerical cadre the one who is older in age will be considered senior.
  - ii) Where two or more clerks have the same length of service in the clerical cadre as per the clause (B) (i) above and their age is also the same the one whose basic pay is higher will be considered senior.

- C) Lady Employees who are in the family way shall be exempted from entrustment of Head Cashier II duties on rotation, provided they request for the same in writing.
- D) Employees designated as Single Window Operator 'B' while on entitled leave shall continue to draw the applicable special pay.
- E) Employees designated as Single Window operator 'B' can relinquish the same on completion of 2 years Service as Single Window Operator 'B'. However, even after relinquishing the post of Single Window Operator 'B' he/ she may be entrusted with duties of Head Cashier II for temporary periods when both the Designated Head Cashier II / Single Window Operator 'B' in the Branch are on leave / training.
- F) The terms of this Settlement shall come into force from the date of signing this Settlement and shall be binding on the parties for a period of 2 years and shall continue to remain in force and operation even thereafter until either party gives three months notice to the other party of its intention to terminate the Settlement and a modified Settlement is arrived at.
- G) During the period of operation of this Settlement, if any modifications / amendments to the terms and conditions are felt necessary the same shall be discussed and a mutual agreement may be arrived at by way of modifications / amendment to this Settlement.
- H) If any doubt or difficulty arises regarding the interpretation and implementation of any of the terms of this Settlement the matter shall be mutually discussed and settled at the Head Office level between the Management and Union for proper clarification.

**Signed by the parties on this 5<sup>th</sup> Day of March, 2013 at Hyderabad:**

**Representing Andhra Bank Management**



**R. Padmanabhan**



**K. Satish Chander Reddy**

**Representing AIABAEU**



**B.S. R. Mohan Reddy**



**Manoranjan Das**



**S. Veeramani**



**A. Eswaran**



**M Sankareswaran**



**B V V Kondala Rao**



**Mihir Kumar Dey**



**Vikas Rane**



**Vijay Kumar Juneja**



**T. Ravindranath**



**Ramana N. v.**



**M. Padmanabhan**



2) Samad Khan  
Treasurer, AIABAEU

Witnesses:



- 1) M. Sudhakar  
Assistant Manager  
Human Resources Department



5/3/13

**(M. DHARMARAJ)**

**Assistant Labour Commissioner (Central), Hyderabad**