

GOVERNMENT OF WEST BENGAL

LABOUR DEPARTMENT

No. 57-I.R.
IR/LLL-223/90

ORDER

Calcutta
The 11th Jan. 1991

WHEREAS under the Government of West Bengal, Labour Department Order No. 37-IR dt. 5.11.82 read with order No. IB-IR dt. 1.1.83 & No. 2453-I.R. dt. 11.11.86, the industrial dispute between the Cooperative Banks of the categories of (I) Central Co-operative Banks (II) Land Development Banks and (III) Urban Co-operative Banks named in the attached list 'A', on the one hand, and their workmen represented by All Bengal Co-operative Bank Employees' Federation, 20, Strand Road, Calcutta-1 to which are affiliated the Trade Unions mentioned in the attached list 'B' on the other hand regarding the issue mentioned in the said orders, being a matter specified in the Second & Third Schedule to the Industrial Insputes Act, 1947 (14 of 1947), was referred for adjudication to the Fifth Industrial Tribunal, West Bengal ;

AND WHEREAS the said Judge, Fifth Industrial Tribunal West Bengal, has submitted to the State Government its award on the said industrial dispute ;

Now, THEREFORE, in pursuance of the provision of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Governor is pleased hereby to publish the said award as shown in the Annexure here to.

ANNEXURE

(Attached herewith)

By order of the Governor,
R. S. Banerjee,
Asstt. Secy. to the Govt. of West Bengal.

No. 57/1(59)-I.R. Date : 11.1.1991.

Copy, with a copy of the award, forwarded for information & necessary action to—

1. M/s. The Co-operative Banks of the categoris of (I) Central Co-operative Bank (II) Land Development Bank & (III) Urban Co-operative Banks as stated in the attached list
2. The Secretary, All Bengal Cooperative Bank Employees Federation, 20, Strand Road, Calcutta-1
3. Shri A. K. Mukherjee, Asstt. Labour Commissioner, West Bengal, In-charge, Labour Gazette.
4. The Labour Commissioner, West Bengal, New Sectt. Bldgs, Calcutta-1.

Section Officer.

Copy forwarded for information to the—

1. Judge, Fifth Industrial Tribunal, West Bengal, with ref. to his Memo. No. 2845-L.T. dt. 21.11.90.
2. Addl. Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Calcutta-700 001.

Section Officer.

In the matter of an Industrial Dispute between the Co-operative Bank of the Categories of (1) Central Co-operative Banks, (2) Land Development banks and (3) Urban Co-operative Banks named in the list below on the one hand and their workmen represented by All Bengal Co-operative Bank Employees' Federation, 20, Strand Road, Calcutta-1, as referred under G.O. No. 37-I.R/IB/11L-526/79 dated 5th January, 1982 read with Order No. 18-I.R./IR/11L-62/81 dated 1st January 1983 to the Second Industrial Tribunal, West Bengal and subsequently transferred to this Fifth Industrial Tribunal, West Bengal vide G.O. No. 2453-I.R/IR/11L-217/86 dated the 11th November, 1986.
(Case No. VIII-51/82).

BEFORE THE FIFTH INDUSTRIAL TRIBUNAL : WEST BENGAL
PRESENT : SHRI A. M. DUTTA, JUDGE
FIFTH INDUSTRIAL TRIBUNAL

A W A R D

An Industrial dispute between the Co-operative Bank of the categories of (1) Central Co-operative Banks, (ii) Land Development Banks and (iii) Urban Co-operative Banks named in the List below and their workmen represented by All Bengal Co-operative Bank Employees' Federation was referred first to the second Industrial Tribunal, West Bengal under G.O. No. 27-I.R/IR 111-526/79 dated 5th January 1982 read with G.O. No. 18-I.R/IR/III-62/81 dated the 1st January, 1983 by the Labour Department, Govt. of West Bengal and subsequently transferred the same to this Tribunal vide G.O. No. 2453-I.R./IR/111-217/86 dated 11th November, 1986 for adjudication of the following issues.

I S S U E S

1. Working Hours and wages for overtime works.
2. Retirement age and retirement benefits.
3. Service Rules including rules regarding transfer and promotion.

LIST OF BANKS

CATEGORY—(I) CENTRAL CO-OPERATIVE BANKS

1. Darjeeling District Central Co-operative Bank Ltd.
P.O. Kalimpong, Dist. Darjeeling.
2. Jalpaiguri Central Co-operative Bank Ltd.,
P.O. & Dist. Jalpaiguri
3. Balurghat Central Co-operative Bank Ltd.,
P.O. Balurghat, Dist. West Dinajpur.
4. Raiganj Central Co-operative Bank Ltd.,
P.O. Raiganj, Dist. West Dinajpur.
5. Maldah District Central Co-operative Bank Ltd.,
P.O. & Dist. Maldah.
6. Murshidabad District Central Co-operative Bank Ltd.,
P.O. Berhampore, Dist. Murshidabad.
7. Bankura District Central Co-operative Bank Ltd.,
P.O. & Dist. Bankura.
8. Purulia Dist. Central Co-operative Bank Ltd.,
P.O. & Dist. Purulia.
9. Birbhum District Central Co-operartive Bank Ltd.,
P.O. & Dist. Purulia.
10. Burdwan Central Co-operative Bank Ltd.,
P.O. & Dist. Burdwan.
11. Nadia District Central Co-operative Bank Ltd.,
P.O. Krishnanagar, Dist. Nadia.
12. Vidyasagar Central Co-operative Bank Ltd.,
P.O. & Dist. Midnapur.
13. Balagaria Central Co-operative Bank Ltd.,
P.O. Sath Mile, Dist. Midnapur.
14. Hooghly District Central Co-operative Bank Ltd.,
P.O. Chinsura, Dist. hooghly.
15. Tamluk Ghatal Central Co-operative Bank Ltd.,
P.O. Tamluk, Dist. Midnapore.
16. Mukberia Central Co-oeporative Bank Ltd.,
P.O. Mukberia, Dist. Midnapore.
17. Howrah District Central Co-operative Bank Ltd.,
P.O. Uluberia, Dist. Howrah.

(ii) Land Development Banks.

1. Nadia Co-operative Land Development Bank Ltd.,
P.O. Krishnanagar, Dist. Nadia.

2. Burdwan Co-operative Land Development Bank Ltd.,
P.O. & Dist. Burdwan.
3. Cooch-Bihar Co-operative Land Development Bank Ltd.,
P.O. & Dist. Cooch-Bihar.
4. Midnapore Co-operative Land Development Bank Ltd.,
P.O. & Dist. Midnapore.
5. Contai Co-operative Land Development Bank Ltd.,
P.O. Contai, Dist. Midnapore.
6. Alipurduar Co-operative Land Development Bank Ltd.,
P.O. Alipurduar, Dist. Jalpaiguri.
7. Arambag Co-operative Land Development Bank Ltd.,
Arambag, P.O. & Dist. Hooghly.
8. Balurghat Co-operative Land Development Bank Ltd.,
P.O. Balurghat, Dist. West Dinajpur.
9. Birbhum Co-operative Land Development Bank Ltd.,
P.O. Suri, Dist. Birbhum.
10. Bankura Co-operative Land Development Bank Ltd.,
P.O. & Dist. Bankura.
11. Ghatal Co-operative Land Development Bank Ltd.,
P.O. Ghatal, Dist. Midnapore.
12. Hooghly Co-operative Land Development Bank Ltd.,
P.O. Chinsurah, Dist. Hooghly.
13. Howrah Co-operative Land Development Bank Ltd.,
P.O. Uluberia, Dist. Howrah.
14. Jalpaiguri Co-operative Land Development Bank Ltd.,
P.O. & Dist. Jalpaiguri.
15. Jhargram Co-operative Land Development Bank Ltd.,
P.O. Jhargram, Dist. Midnapore.
16. Katwa-Kalna Co-operative Land Development Bank Ltd.,
P.O. Katwa, Dist. Burdwan.
17. Kandi Co-operative Land Development Bank Ltd.,
P.O. Kandi, Dist. Murshidabad.
18. Murshidabad Land Development Bank Ltd.,
P.O. Berhampur, Dist. Murshidabad.
19. North 24 Prgs Co-operative Land Development Bank Ltd.,
P.O. Barasat, Dist. 24 Parganas.
20. Raiganj Co-operative Land Development Bank Ltd.,
P.O. Rampurhat, Dist. Birbhum.
21. Tamluk Co-operative Land Development Bank Ltd.,
P.O. Tamluk, Dist. Midnapur.

22. Rampurhat Co-operative Land Development Bank Ltd.,
P.O. Rampurhat, Dist. Birbhum.
23. 24 Parganas Co-operative Land Development Bank Ltd.,
21/10, Baligunj Station Road, Calcutta-19.
24. West Bengal Central Co-operative Land Development Bank Ltd.,
25-B, Shakespeare Sarani, Calcutta-17.
25. Malda Co-operative Land Development Bank Ltd.,
P.O. & Dist. Malda.

(iii) Urban Co-operative Banks.

1. Midnapore Peoples' Co-operative Bank Ltd.,
P.O. & Dist. Midnapore.
2. Bhatpara-Naihati Co-operative Bank Ltd.,
3, Mukherjee Para Road, P.O. Bhatpara, Dist. 24 Parganas.
3. Contai Co-operative Bank Ltd.,
P.O. Contai, Dist. Midnapore.
4. Bankura Town Co-operative Bank Ltd.,
P.O. & Dist. Bankura.
5. Suri Friends Union Co-operative Bank Ltd.,
P.O. Suri, Dist. Birbhum.
6. Shibpur Co-operative Bank Ltd.,
173, Shibpur Road, P.O. Shibpur, Dist. Howrah.
7. Bantra Co-operative Bank Ltd.,
15/1/1A, Makardah Road, P.O. Bantra, Dist. Howrah.
8. Kasundia Co-operative Bank Ltd.,
122/1, Swami Vivekananda Road, Howrah-1.
9. Sheoraphuli-Baidyabati Co-operative Bank Ltd.,
P.O. Sheoraphuli, Dist. Hooghly.
10. The Krishnagar City Co-operative Bank Ltd.,
P.O. Krishnanagar, Dist. Naidia.
11. Ranaghat People's Bank Ltd.,
P.O. Ranaghat, Dist. Nadia.
12. Bali Co-operative Bank & Credit Society Ltd.,
396, G. T. Road, Bali, Dist. Howrah.
13. Kalna Town Co-operative Bank Ltd.,
P.O. Kalna, Dist. Burdwan.
14. Dhakuria Co-operative Bank Ltd.,
11, Tanapukur Road, Dhakuria, Calcutta-31.

List of Trade Union which are affillated to All Bengal Co-operative Bank Employees' Federation under Reference.

1. Darjeeling Dist. Central Co-operative Bank Employees Union
P.O. Kalimpong, Dist. Darjeeling.
2. Jalpaiguri Central Co-operative Bank Employees' Association
P.O. & Dist. Jalpaiguri.
3. Balurghat Central Co-operative Bank Employees' Association
P.O. Balurghat, Dist. West Dinajpur.
4. Raiganj Central Co-operative Bank Employees' Association
P.O. Raiganj, Dist. West Dinajpur.
5. Maldah Dist. Central Co-operative Bank Employees' Association
P.O. & Dist. Maldah.
6. Murshidabad Dist. Central Co-operative Bank Employees' Association
P.O. Berhampur, Dist. Murshidabad.
7. Bankura Dist. Central Co-operative Bank Employees Union
P.O. & Dist. Bankura.
8. Purulia Dist. Central Co-operative Bank Employees Union
P.O. & Dist. Purulia.
9. Birbhum Dist. Central Co-operative Bank Employees' Union
P.O. Suri, Dist. Birbhum.
10. Burdwan Central Co-operative Bank Employees' Association
G.T. Road, P.O. & Dist. Burdwan.
11. Vidyasagar Central Co-operative Bank Employees' Union
P.O. & Dist. Midnapur.
12. Nadia Dist. Central Co-operative Bank Employees' Union
Krishnanagar, Dist. Nadia.
13. Belegaria Central Co-operative Bank Employees' Union
P.O. Satmile, Dist. Midnapur.
14. Hooghly Dist. Central Co-operative Bank Employees' Association
P.O. Chinsurah, Dist. Hooghly.
15. Mukberia Central Co-operative Bank Employees' Union
P.O. Mukberia, Dist. Howrah.
16. Tamluk-Ghatal Central Co-operative Bank Employees' Union
P.O. Tamluk, Dist. Midnapore.
17. Howrah Dist. Central Co-operative Bank Employees Union
P.O. Uluberia, Dist. Howrah.
18. Nadia Co-operative Land Development Bank Employees' Association
P.O. Krishnagar, Dist. Nadia.

19. Burdwan Co-operative Land Development Bank Employees Association
P.O. & Dist. Burdwan.
20. Cooch-Bihar Co-operative Land Development Bank Employees' Association
P.O. & Dist. Cooch-Bihar.
21. Midnapur Co-operative Land Development Bank Employees' Association
P.O. & Dist. Midnapur.
22. Contai Co-operative Land Development Bank Employees' Association
P.O. Contai, Dist. Midnapur.
23. Alipurduar Co-operative Land Development Bank Employees' Association
P.O. Alipurduar, Dist. Jalpaiguri.
24. Arambag Co-operative Land Development Bank Employees' Association
Arambag, P.O. & Dist. Hooghly.
25. Balurghat Co-operative Land Development Bank Employees' Association
P.O. Balurghat, Dist. West Dinajpur.
26. Bankura Co-operative Land Development Bank Employees' Association
P.O. & Dist. Bankura.
27. Birbhum Co-operative Land Development Bank Employees' Association
P.O. Suri, Dist. Birbhum.
28. Ghatal Co-operative Land Development Bank Employees' Association
P.O. Ghatal, Dist. Midnapore.
29. Hooghly Co-operative Land Development Bank Employees' Association
P.O. Chinsurah, Dist. Hooghly.
30. Howrah Co-operative Land Development Bank Employees' Association
P.O. Uluberia, Dist. Howrah.
31. Jalpaiguri Co-operative Land Development Bank Employees' Association
P.O. & Dist. Jalpaiguri.
32. Jhargram Co-operative Land Development Bank Employees' Association
P.O. Jhargram, Dist. Midnapore.
33. Katwa-Kalna Co-operative Land Development Bank Employees' Association
P.O. Katwa, Dist. Burdwan.
34. Kandi Co-operative Land Development Bank Employees' Association
P.O. Kandi, Dist. Murshidabad.
35. Murshidabad Co-operative Land Development Bank Employees' Association
P.O. Berhampur, Dist. Murshidabad.
36. North 24 Prgs Co-operative Land Development Bank Employees' Association
P.O. Barasat, Dist. 24 Parganas.
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P.O. Raiganj, Dist. West Dinajpur.

38. Rampurhat Co-operative Land Development Bank Employees' Association
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49. Kasundia Co-operative Bank Employees' Association
122/1, Swami Vivekananda Road, Howrah-1.
50. Sheoraphuli-Baidyabati Co-operative Bank Employees' Association
P.O. Sheoraphuli, Dist. Hooghly.
51. The Krishnagar City Co-operative Bank Employees' Association
P.O. Krishnanagar, Dist. Naidia.
52. Ranaghat People's Bank Employees' Association
P.O. Ranaghat, Dist. Nadia.
53. Bali Co-operative Bank & Credit Society Ltd. Employees' Association
396, G. T. Road, Bali, Dist. Howrah.

The instant reference was initially referred to the Second Industrial Tribunal which issued usual notices in prescribed form to the respective Banks mentioned above and the Union and after the same being properly served upon them, they entered appearances. The Union filed their written statement and the written statement on behalf of some of the banks was filled. In course of the hearing of the reference before the said Second Industrial Tribunal, the instant reference was transferred to and received by this Tribunal on 2.3.87 when notices were issued by this Tribunal upon the Parties for appearance and the Union entered appearance before this Tribunal, but the employers

did not turn up inspite of due service and did not take any step though some of them submitted their written statement before the second Industrial Tribunal. So, after passing several successive dates, a date for exparte hearing was fixed on 25.1.89 as some of the employers turned up to contest. The record was due on 25.1.89, but on the prayer of the Union the exparte hearing was adjourned and 16.3.89 was fixed for exparte hearing. It appears from record that on 16.3.90 and some other successive dates the exparte hearing could not be taken up on the prayer of the Union and ultimate 6.9.90 was fixed for hearing exparte. It also appears that by this time on 16.4.90 an order for issuing fresh notices was passed fixing 17.5.90 for appearance of the employers and the said notices were duly served and inspite of it the employers did not turn up on 6.9.90 when the case was heard exparte.

The facts of the case as we got from the written statement filed by the Union is that amongst other dispute raised by the Union under reference which are pending before the Tribunal in other reference case, the said Union demanded their claims in respect of the instant issues under this reference on behalf of the workmen of different Co-operative Banks and the said claims of the Union, having being not settled by the Banks concerned as well as in the conciliation stage before the Labour Commissioner, have been referred to this Tribunal for adjudication. In respect of their claims i.e. (i) working hours and wages for over time work; (ii) Retirement age and retirement benefits and (iii) Service conditions including rules regarding transfer and promotion, they have elaborately and distinctly stated in the written statement, the details of which are annexed herewith as Annexures 'I', 'II' and 'III' respectively for consideration by this Tribunal.

During pendency of the proceedings of hearing of this case, as it appears from the record, two memorandums of Settlement settling the issues under reference entered into separately between the different Banks and their Union/Association have been filed before the Tribunal. These are, namely, between (1) West Bengal Central Co-operative Land Development Bank Ltd., and the West Bengal Central Co-operative Land Development Bank Ltd. Employees' Association, (2) Burdwan Co-operative Land Development Bank Ltd. and their Union, West Bengal Co-operative Development Bank's Employees Association the interim orders on that behalf have been passed by the Tribunal giving effect of the terms and conditions of these Settlements.

Now let us see how far the Union under reference has been able to establish their claims exparte.

To establish their case exparte the Union has examined Sri Monorajan Bose and Sri Tapan Bose as P.Ws 1 and 2 P.W. 1 Sri Monoranjan Bose who is the President of All Bengal Co-operative Bank Employees Federation, has stated on oath that the numbers of the Union did not got any wages for overtime, though it is prevalent in other commercial Banks. He has further stated that the age of retirement of the employees of other Commercial Banks is 60 years, but the age of retirement of the employees of the concerned Banks is fixed at 58 years and the Union has demanded for fixing the

retirement age at 60 years. Further the P.W.I has deposed that there is no rules regarding transfer and promotion of the employees or the concerned Banks and the Union has prayed for systematic rules regarding transfer and promotion. He has further deposed that though the employees of the other Commercial Banks receive benefits, gratuity and Provident Fund, on retirement, the employees of the concerned Banks do not get it. Finally, he has stated that there is no specific rules for disciplinary action of the concerned workmen and as such they have prayed for framing specific rules, P.W. 2 Sri Tapan Bose, who is an employee of West Bengal Central Co-operative Land Development Bank, has stated on oath before us that he is the President of West Bengal Central Co-operative Land Development Banks Employees Asociation and he has stated that their Union had entered into a settlement with their employer and the Memorandum of settlement has been submitted before this Tribunal and the Tribunal has passed Interim Order on the basis of the said Settlement and they have been enjoying all the benefits claimed by All Bengal Co-operative Bank Employees Federation.

Besides, the Representative on behalf of the Federation has submitted before me that this Tribunal should consider as to the effect of the rights of the employees prejudicial to their interest to enjoy better terms, if any, clearly existing in connection with or related to the issues, under reference.

I have carefully persued the claims of the Union as annexed hereto and considered the evidence. In view of the deposition of the two witnesses and in view of the fact that the Management of West Bengal Central Co-operative Land Development Bank Ltd. have accepted the demands made by the All Bengal Co-operative Bank Employees Federation, I held that the claims of the Union as made in Annexures 'I', 'II' and 'III' to this Award are just proper and legal and those are accepted.

In the above circumstances, I hold that the issues under reference are got to be answered in favour of the concerned workmen of the concerned Banks. I also hold that subject to the existing benefits enjoyed by the workmen of the concerned Banks they are entitled to wages for overtime work, and working hours, retirement age and retirement benefits and service conditions including rules regarding transfer and promotion as per Annexures 'I', 'II' and 'III' of this Award and this Award shall not affect any existing benefit, if any, enjoyed by any of the concerned workmen, in connection with or related to the issues under reference.

This is my exparte Award. The instant Reference is thus dispensed of.

Dictated and corrected by me.

Sd/-

Judge.

Sd/- (A. B. Dutta)
Judge

Fifth Industrial Tribunal

ANNEXURE - I

Working Hours and Wages for overtime Work :—

On the question of working hours and wages for overtime work, a pattern has already developed in the banking sector or which the Co-operative Sector is a part. In fact in all the officers and establishment, the working hours and overtime wages are now all the same throughout the state. The applicant submit, that the working hours and wages for overtime work in the Co-operative Banks should also confirm to the industry pattern i.e. that exist in the establishments of the Commercial Banking Institutions, who have also extended their business into the interiors of the State now a days, working side by side with the establishments of the Opposite Parties. The pattern evolved on the industry basis which applicants submits, should be made uniformly applicable to all the establishment of the opposite parties are as follows :—

(1) The actual hours of work of full time employed exclusive or recess period shall not exceed 6¹/₂ hours on week days and 4 hours on Saturdays for non Subordinate Staff and 7 hours on weekdays and 6¹/₂ hours on Saturdays for subordinate staff and there shall be a recess period not loss than 1/2 an hour on week days.

- (a) The hours of work for members of the sub-staff employed to guard the Bank's premises will be in a shift of not exceeding eight hours in 24 hours.
- (b) The Bank can require an employee to do overtime work beyond the afore said hours of work without the constant of the employee to a maximum of 120 hours in any calender year.
- (c) Normally, the total period fo work, including overtime, shall not, without the consent of the employees concerned, on anyday, exceed in the case of employees other than members of the sub-staff 9 hours inclusive of recess period of half an hour, and in the case of the members of the sub-staff, 9¹/₂ hours, the period of recess for lunch not being regarded as period of work. In the case of an emergency, an employee can be retained to work without his consent in excess of the aforesaid hours.
- (d) For the first 1/2 hour of overtime work (called the "cushioning period") on any working day, there shall be no payment for employees other than members of the sub-staff. There will be no such cushioning period for work done on Sundays and holidays and for numbers of the sub-staff. For every quarter of an hour's overtime work done beyond the cushioning period, where such period is provided, all employees shall be paid at the rates hereinafter mentioned.
- (e) For the purpose of calculation of overtime, work done for less than one full quarter of an hour shall not be taken into account.

- (f) Payment in respect of overtime work done shall be permissible to employees in the clerical and sub-staff category and shall be made at the rate of 1¹/₂ time the emoluments made up of basis pay, special allowances, if any officiating allowance, if any, and D.A. for every quarter of an hour of overtime work done for which payment has to be made.
- (g) For the purpose of calculating the amount payable for overtime work, every month shall be deemed to consist of 150 working hours so that the ordinary emoluments payable per hour will be deemed to be 1/150th of the monthly emoluments for all employees.
- (h) All payments relating to overtime work should be made within 10 days of the following month.
- (i) Holidays for half yearly, yearly closing of the Accounts shall be deemed to be normal working days of the Bank.

ANNEXURE — 'II'

RETIREMENT AGE AND RETIREMENT BENEFITS :

Age of Retirement

An employee shall normally retire from the services of the Bank on attaining the age of 60 years. Provided that the Manager or any Officer authorised by the Board of Directors in this behalf may require an employee who has obtained the age of 58 years to submit a medical certificate of physical fitness from a Gazetted Medical Officer of the State Govt. and, if he is unable to produce such certificate may ask him to retire from the service of Co-operative Banks.

RETIREMENT BENEFITS :—

(1) Provident Funds :

Each Employer Bank shall, if not already done, establish contribute to, and administer an Employees' Provident Fund consistent with the Provisions of Employers Provident Fund Act, 1952.

(2) Gratuity :

Every confirmed employees should be eligible to the benefit of gratuity scheme similar to payment of Gratuity Act.

ANNEXURE — 'III'

Service Rules including Rules regarding Transfer and Promotion :—

Security Deposits and Fidelity Bond :

The Manager, the Asstt. Manager, The Accountants, The Chief Cashier and Cashiers shall furnish such cash security as may be prescribed by the Board of Directors from time to time. The officers deputed by the State Govt. will not be required to furnish cash security.

Any other employee those who handle cash or are in charge of stores/godown may be called upon to furnish cash security or fidelity bond in lieu of cash security for such amount as may be prescribed by the Board of Directors from time to time.

Whenever cash security is furnished by any employee the same will bear admissible rate of interest.

Definition and Classification of Employees :—

All employees are to be classified as hereunder :—

(a) Permanent, (b) Probationers, (c) Temporary.

'Permanent Employee' means an employee who has been engaged on a permanent basis and includes any person, who has satisfactorily completed a probationary period of six months in the same or another occupation, in the industrial establishment, including breaks due to sickness, accident leave, lock out, strike (not being an illegal strike or involuntary unemployment).

Provided that the probationary period of any person may be extended upto a maximum of nine months if his service is not considered satisfactory at the end of the initial probationary period of six months.

'Probationer' means an employee who is provisionally employed to fill a permanent vacancy in a post and has not completed six month's service or the further extended period, of service, in that post.

'Temporary Employees' means an employee who has been engaged for a work which is essentially of a temporary character likely to be finished within a limited period or who is temporarily employed in connection with a temporary increase in work of a permanent nature.

Effect of Confirmation :—

On confirmation or permanent appointment an employee shall be entitled to all the privileges enjoyed by, and shall be subject to all the liabilities case upon the other

permanent members of the staff and that he should further be entitled to have period of his probation added to the years of the permanent service for the purpose of the grant of gratuity to him and other facilities including leave.

Verification of age :—

Every employee shall furnish his exact date of birth to the Bank or the Officer authorised by the Bank in this behalf at the time of entering services of the establishment.

The Bank or the Officer authorised by him in his behalf may, before the date of birth of an employee is entered in his service records, require him to furnish.

- (a) his Matriculation/School Final or School Leaving Certificate granted by a University or Board of Secondary Education or similar Educational Authority or
- (b) A certified copy of the date of his birth as recorded in the registers of a Municipality or a local authority, and
- (c) in the absence of either of the aforesaid two categories of certificates—
 - (i) a certificate from a Govt. Medical Officer not below the rank of an Assistant Surgeon, provided the cost for obtaining such a certificate is borne by the tank, or else.
 - (ii) an affidavit sworn either by his parents, or in their absence, by a near relative who is in a position to know about his birth before a First Class magistrate, as evidence in support of the date of birth given by him—

The date of birth of an employee once entered in the service records of the Bank shall be the sole evidence of his age in relation to all matters pertaining to his service including fixation of the date of the retirement from the service of the Bank.

Issue of Notices and Orders :—

Any notice order, charge-sheet, communication or intimation which is meant for an individual employee, shall be in a language understood by the employee concerned. In the case of an absent employee notice shall be sent to him by registered post with acknowledgement due. If an employee refuses to accept any notices, order, charge-sheet, written communication or written intimation in connection with disciplinary proceedings when it is sought to be served upon him, such refusal shall be deemed to be a good service upon him provided such refusal takes place in the presence of at least two persons including the person who goes to effect service upon him. Where such notice, order, charge sheet, communication or intimation is sent by regd. post with Ack. Due the same, shall, at the discretion of the officer of the Bank concerned, be deemed to have been duly served upon the employee if the same has been refused by the employee.

Maintenance of Service Record :—

In the case of every employees a service book should be maintained containing at least the following particulars. (1) name and address, (2) date of birth, (3) identification marks, (4) entry into service as a temporary employee or a probationer, (5) confirmation of permanent, (6) pay on such occasions, (7) promotion, (8) Disciplinary action, if any taken, (9) periodical remarks about his efficiency and character made by his superiors, (10) leave taken or absence from duty, (11) offidating or acting appointment and deputations, if any, with dates and (12) resignation or retirement. This service book shall be relevant of the purpose of promotion and/or otherwise. Any change of address shall have to be immediately communicated to the bank by the employee concerned.

Procedure for termination of employment :—

The services of a probationer may be terminated by one month's notice or on payment of a month's pay and allowances in lieu of notice during the probationary period.

A permanent or probationer employee desirous of leaving the service of the Bank shall give one month's notice in writing to the Manager.

If any permanent or probationer employee leaves the service of the bank without giving notice, he shall be liable to pay the bank one month's pay and allowance.

The services or any employee other than a permanent employee or probationer may be terminated with 7 days notice and if such employee leaves service without giving such notice he shall be liable for a week's pay (including all allowances).

An order relating to discharge or termination of service shall be in writing and shall be signed by the Manager. A copy of such order shall eb supplied to the employee concerned.

DISCIPLINARY ACTION AND PROCEDURE THEREFOR.

A person against whom disciplinary action is to be instituted shall, in the first instance, be informed of the particulars of the charge against him and he shall have full opportunity to give his explanation to meet the charge. Final orders shall be passed after due consideration of all, the relevant facts and circumstances be ensure this the following procedure shall be followed.

By the expression "offence" shall be meant any offence involving moral turpitude for which an employed is liable to conviction and sentence under any provision of law.

(a) When in the opinion of the management an employee has committed an 'offecnce', unless he be otherwise prosecuted, bank may take steps to prosacute him or get him prosecuted and in such can be may be suspended.

(b) If he be convicted, he may be dismissed with effect from the date of his conviction or be given any lesser form of punishment as mentioned in clause below.

(c) If he be acquitted, it shall be open to the management to proceed against him under the provisions set out below in clause relating to discharge. However, in the event of the management deciding after enquiry not to retain him in service, he shall be liable only for termination of service with three months pay and allowances in lieu of notice. And he shall be deemed to have been on duty during the period of suspension, if any, and shall be entitled to the full pay and allowances minus such subsistence allowance as he has drawn for the period of suspension provided that if he be acquitted by being given the benefit of doubt he may be paid such portion of such pay and allowances as the management may deem proper, and the period of his absence shall not be treated as a period spent on duty unless the management so direct.

(d) If he prefers an appeal or revision application against his conviction and is acquitted, in case he had already been dealt with as above and he applied to the management for reconsideration of his case, the management shall review his case and may either reinstate him or proceed against him under the provisions set out below in clause relating to discharge, and the provisions set out above as to pay, allowances and the period of suspension will apply, the period up to date for which pay and allowances have not been drawn being treated as one of suspension. In the event of the management deciding, after enquiry not to continue him in service, the employee shall be liable only for termination, with three months pay and allowances in lieu of notice, as directed above.

If after steps have been taken to prosecute an employee or to get him prosecuted, for an 'offence', he is not put on trial within a year of the commission of the offence, the management may then deal with him as if he had committed an act of "gross misconduct" or of "minor misconduct", as defined below provided that if the authority which was to start prosecution proceedings refuses to do so or come to the conclusion that there is no case for prosecution it shall be open to the management to proceed against the employee under the provisions set out below in clause relating to discharge, but he shall be deemed to have been on duty during the period of suspension, if any and shall be entitled to the full wages and allowances and to all other privileges for such period. In the event of the management deciding, after enquiry, not to retain him in service, he shall be liable for termination with 3 months' pay and allowances in lieu of notice. If within the pendency or the proceedings thus instituted he is put on trial such proceedings shall be stayed pending the completion of the trial, after which the provisions mentioned in clause above shall apply.

By the expression "gross misconduct" shall be meant any of the following acts and omissions on the part of an employees. No employee shall however, be punished without holding enquiry and following principles of Natural Justice.

- (a) Engaging in any trade or business outside the scope of his duties except with the written permission of the bank. Such permission should not ordinarily be given unless the bank is satisfied that such permission is not prejudicial to the interest of the bank.
- (b) Unauthorised disclosure of information regarding the affairs of the bank or any of its customers or any other person connected with the business of the bank which is likely to be prejudicial to the interest of the Co-operative movement.
- (c) Drunkenness or riotous or disorderly or indecent behaviour on the premises of the bank or while he is on duty.
- (d) Wilful damage to the property of the bank or any of its customers.
- (e) Wilful insubordination or disobedience of any lawful and reasonable order of the management or of a superior.
- (f) Habitual doing of any act which amounts to "minor misconduct" defined below "habitual" meaning a course of action taken or persisted in notwithstanding that at least on three previous occasions censure or warnings have been administered or an adverse remark has been entered against him and has been communicated to him.
- (g) Gambling or betting on the premises of the Bank.
- (h) Speculation in stocks, shares, securities or any commodity land whether on his account or that of any other persons.
- (i) Gross negligence or negligence involving or likely to involve the bank in serious loss.
- (j) Giving or taking a bribe or illegal gratification from a customer or an employee of the bank or any person connected with the bank.
- (k) Abatement or instigation of any of the acts or omissions above mentioned.

An employee found guilty of gross misconduct may :—

- (a) be dismissed without notice, or
- (b) be fined, or
- (c) have his increment stopped for not more than 2 years.

By the expression "minor misconduct" shall be meant any of the following acts and omissions on the part of an employee :—

- (a) Absence without leave or overstaying sanctioned leave without sufficient grounds ;
- (b) Unpunctual or irregular attendance ;
- (c) Neglect of work, negligence in performing duties ;

- (d) Breach of any rule of business of the bank or instruction for the running of any department ;
- (e) Committing nuisance on the premises of the Bank ;
- (f) Attempt to collect or collecting monies within the premises of the bank without the permission of the management or except as allowed by any rule or law for time being in force excepting collections being made on behalf of the recognised union of the employees.
- (g) Holding or attempting to hold or attending any meeting on the premises of the bank without the previous permission of the management or except in accordance with the provisions of any rule or law for the time being in force or except the meeting organised by the employees union as per their constitution.

An employee found guilty of minor misconduct may

- (a) be warned or censured ; or
- (b) have an adverse remark entered against him ;
- (c) have his increment stopped for a period not longer than 6 months.

An employee found guilty of misconduct, whether gross or minor, shall not be given more than one punishment in respect of any single, chargesheet.

In all cases in which disciplinary action against any employee may be taken the proceedings held shall be entered in a book kept specially for the purpose, in which the date on which the proceedings are held, the name of the employee proceeded against, the charge or charges, the evidence on which they are based, and the explanation and the evidence, if any, tendered, the said employee, the finding or findings with the groups on which they are based and the order passed shall be recorded with sufficient details, as clearly as possible and such record of the proceedings shall be signed by the Officer who holds them, after which a copy of such record shall be furnished to the employee concerned. Where as enquiry proceedings are conducted on different dates copy of daily proceedings are to be supplied within 48 hours under signature of Enquiry Officer.

The procedure in such cases shall be as follows :—

- (a) An employee against whom disciplinary action is proposed or likely to be taken shall be given a charge sheet clearly setting forth the circumstances appearing against him and date shall be fixed for enquiry, sufficient time being given to him to enable him to prepare and give his explanation as also to produce any evidence that he may wish to tender in his defence. He shall be permitted to appear before the officer conducting the enquiry, to cross-examine any witness on whose evidence the charge rests and to examine witness and produce other evidence in his defence.

He shall also be permitted to be defended :—

- (i) (x) by a representative of a Regd. Trade Union of bank employees of which he is a member.
- (y) where the employee is not a member of any trade union of bank employees on the aforesaid date, by a representative of a Regd. Trade Union of bank employees in which he is employed ;

or

- (ii) by a representative of the State Federation to which such unit is affiliated

or

- (iii) With the Bank's permission, by a Lawyer.

He shall also be given a hearing as regards the nature of the proposed punishment in case any charge is established against him.

Domestic Enquiry in connection with disciplinary proceedings shall be completed as expeditiously as possible.

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Pending such enquiry only in case/involving allegation of fraud or riotous behaviour in the bank premises, he may be suspended, but if on the conclusion of the enquiry it is decided to take no action against him he shall be deemed to have been on duty and he shall be entitled to the full wages and allowances for the period of suspension and if some punishment other than dismissal is inflicted the whole or a part of the period of suspension, may, at the discretion of the Management be treated as on duty with the right to corresponding portion of the wages, allowances, etc.

In awarding punishment by way of disciplinary action the authority concerned shall take into account the gravity of the misconduct, the previous record, if any, of the employee and any other aggravating or extenuating circumstances, that may exist.

An Enquiry need not be held if—

- (i) the misconduct is such that even if proved the bank does not intend to award the punishment of discharge or dismissal and
- (ii) the bank has issued a show cause notice to the employee advising him of the misconduct and the punishment for which he may be liable for such misconduct ; and
- (iii) the employee makes a voluntary admission of his guilt in his reply to the aforesaid Show Cause Notice.

However, if the employee concerned requests a hearing regarding the nature of punishment, such a hearing shall be given.

Where these provisions conflict with the procedures or rules in force in this bank regarding disciplinary action, these provisions shall prevail. There may, in such procedure

or rules, exist contain provisions outside the scope of the provisions contained herein enabling the bank to dismiss, warn, censure fine an employee or have his increment stopped or have an adverse remark entered against him in all such cases also the provisions set out in above clauses shall apply.

An employee who has been awarded punishment as processed above shall have the right to appeal to the higher authorities specified by the bank.

The Chairman or the Principal Officer of a Bank, or an alternate officer at the H.O. or Principal Office appointed by him for the purpose, shall decide which officer(s) shall be empowered to hold enquiry and take disciplinary action in the case of each office or establishment. He shall also decide which officer or a body higher in status than the officer authorised to take disciplinary action shall be empowered to deal with and dispose of any appeals against orders passed in disciplinary matters. The names of such officers or the body of officers are empowered to pass the original orders or hear and dispose of the appeal shall, from time to time, be published on the bank's Notice Board.

Such Appellate Authority shall, if the employee concerned is so desirous, in a case of dismissal, hear him or his representative before disposing of the appeal. In cases where hearings are not required an appeal shall be disposed of within 2 months from the date of receipt thereof. In cases where hearing are required to be given and are requested for, such hearing shall commence within 1 month from the date of receipt of the appeal and shall be disposed of within 1 month from the date of conclusion of such hearings. The period within which an appeal can be preferred shall be 30 days from the date on which the original order has been communicated in writing to the employee concerned.

Where an employee is suspended he shall be paid subsistence allowance as per relevant Act in force from time to time. Every employee dismissed or discharged shall be given a service certificate, without avoidable delay.

Redress of Grievances :—

All complaints arising out of employment including those relating to unfair treatment or wrongful exaction of work on the part of the bank or any employee should be submitted to the Manager or any officer appointed by the Manager in this behalf by the concerned employee himself or through a representative of the Regd. Union of the employees. The employee shall also have the right to endorse a copy direct to the Head of the Department for information.

The Manager or such Officer shall, as soon as possible, investigate the complaint at such times and places as he may fix. The employee concerned or the representative of his Union shall have the right to be present at such investigation. A copy of the Order finally made shall be supplied to him by the Investigating Officer.

Maintenance of Service Record :—

In the case of every employee a service book should be maintained containing at least the following particulars (1) name and address, (2) date of birth, (3) identification marks, (4) entry into service as a temporary employee or a probationer, (5) confirmation of permanent appointment (6) pay on such occasions, (7) promotion (8) disciplinary action, if any taken, (9) periodical remarks about his efficiency and character made by his superiors, (10) leave taken or absence from duty (11) officiating or acting appointment and deputations if any with dates and (12) resignation or retirement. This service book shall be relevant for the purpose of promotion and/or otherwise. Any change of address shall have to be immediately communicated to the bank by the employee concerned.

Rules regarding promotion :—

(a) For promotion from the class IV category (Subordinate Staff to Class III category (Clerical grade).

(i) Minimum qualifications ... School Final passed

(ii) Minimum years of service ... 3 years

(iii) All the employees eligible for promotion to the clerical cadre having the minimum educational qualification and length of service as aforesaid shall be promoted on the basis of seniority.

(iv) Upto 50% of the vacancies in the clerical cadre are to be filled up by promotion on the above basis and where no such employee would be available, the remaining vacancies can be filled up by direct recruitment.

(b) For Promotion from Grade-III to Officers Cadre (1st line of Officers) :

8. The promotion should be on the basis of seniority-cum-educational qualifications-cum-merit, on the basis of marks as follows ;—

(i) Seniority :

2 points for each year of service maximum ... 40

(ii) Education Qualification divided as follows —Max. ... 20

Graduate ... 5

-do- in Commerce or Economics ... 6

-do- with Hons. in Commerce or Economics ... 8

1st Class Graduates ... 18

Double Graduates ... 10

Co-operative Training (Jr. Diploma,
Intermediated, Senior, C-IIB Diploma) Folders:—

Part — I — 4

Part — II — 4

(iii) Trade Test (a test to determine the working knowledge of the employees concerned of the routine functioning of the Co-operative Banks)	...	30
The questions to be set keeping in view the different type of work, only be the staff in different departments, particularly those performed outdoor and those inside the office attending the routine transactions.		
The question be divided accordingly—	...	5
(iv) Interview	...	5
(v) Service Records	...	0
		100

After completing the procedure, ranking on the candidates should be made according to the total of marks obtained and promotion to be effected according to priority.

From Junior Officers cadre to higher cadre, the promotions should be strictly on the basis of seniority in cadre.

Officiating Allowance :—

When ever a bank requires an employee to officiate in a post in a higher cadre, it will do so by an order in writing. If an employee other than subordinate staff officiates in a post in a higher cadre for a period of 7 days or more, he shall be paid an officiating allowance for the period for which he officiates on the following basis.

(1) Where the basic pay of the permanent incumbent exceeds the basic pay of the person officiating, the officiating allowance shall be 15% of the basic pay of the person officiating or the difference between the two basic pays whichever is less, provided that in no case will the officiating allowance be less than 7¹/₂% of the basic pay of the person officiating ;

(2) Where the basic pay of the permanent incumbent is equal to or less than that of the person officiating, the officiating allowance shall be 7¹/₂% of the basic pay of the person officiating.

If a number of the subordinate staff officiates in the clerical cadre he shall be paid officiating allowance at the rates mentioned in para above or the difference between his basic pay and starting basic pay of the clerical scale whichever is higher such Officiating allowance will be payable pro-rate for each day of work in the clerical cadre without any limitation as to the number of days for which he officiates.

Rules regarding Transfer :—

The following rules should be observed in the matter of transfer and postings.

(i) As per as possible the transfer and posting should be near to the home town/ place of an employees.

(ii) Normally there should be no transfers within 3 years except on request from the employee concerned.

(iii) All employees with 10 years or less period service to retire should be transferred to places nearest to his residence.

(iv) At least 5 days preparatory leave should be granted to employees on transfer at the time of his transfer of his family and/or belongings.

(v) Protected workmen and, or important functionaries of the Trade Union at different levels are not to be transferred.

(vi) 15 days prior notice should be given in case of permanent transfers.

(vii) The rules regarding transport of luggage and settling allowances shall be as under :—

Clarical Staff/officers :

Clerk/Officer on transfer was entitled to (1) one and a half first Class fare by Rail or Steamer for himself and further first Class Fare for each of his family members if the journey involved travelling at night as stated above, otherwise IInd Class Fare, (ii) IInd Class Fare any Rail or Steamer for one servant if taken, (iii) the cost actually incurred in transporting his personal effects by any mode of transport at goods train rate upto a maximum of 1,000 kilos for married persons and 750 kilos for unmarried persons.

Subordinate Staff :

A member of the subordinate staff would be paid travelling allowance as under :—

(a) One and a half IInd Class (now IInd Class) Fare by Rail or Steamer for himself and further IInd Class Fare for his family members if taken, Now that IInd Class is abolished, IInd Class Fare is payable.

(b) The cost actually incurred in transporting his personal effects by any mode of transport at goods train rate upto 750 kilos for married employees and 500 kilos for unmarried employees. Family includes dependent (i) Parents, (ii) Children, (iii) Brothers and sisters.

Other Expenses :—

Additionally, actual expenses incurred packing, cartage, lorry coolie and ether such items would be paid to the clerical and sub-staff, provided the sanctioning authority was satisfied that the expenses were reasonable.

Compensation on Transfer :—

Further the clerical staff and officer shall be paid a sum as mentioned below to compensate them for any possibilities of broakage or damage to goods in transit.

		Clerical Staff and Official	Sub-Staff
(a) When receipts on strement of coss were produced	...	Rs. 100/-	Rs. 50/-
(b) When above not produced	...	Rs. 60/-	Rs. 40/-