

Government of India
Ministry of Labour & Employment,
Central Government Industrial Tribunal-Cum-Labour Court-II, New Delhi.

Present:

Smt. Pranita Mohanty,
Presiding Officer, C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 107/2011

Date of Passing Award- 28.02.2022

Between:

Zonal Secretary,
Bank of Baroda Employees Union,
Bank of Baroda, Krishna Nagar Chowk Branch,
Dehradun, Uttaranchal.

workman

Versus

Asst. General Manager
Bank of Baroda, Regional Office,
Bhotia Parao,
Haldwani, Uttaranchal

Management

Appearances:-

Shri Gopi Chand
(A/R)

For the claimant.

Shri Deepak Singh
(A/R)

For the Management

A W A R D

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of Bank of Baroda, Regional Office, Bhotia Parao, and its workman/claimant herein, under clause (d) of sub section (1) and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L-12011/37/2011(IR(B-II) dated 04/11/2011 to this tribunal for adjudication to the following effect.

“Whether the action of the management of Bank of Baroda in not carrying out the identification exercise of computer operator in Haldwani region as per settlement dated 17.01.2000 is illegal and unjustified and not implementing the said settlement amounts to unfair labour practice as per clause 13 of unfair labour practice listed in fifth Schedule of ID Act, 1947? What relief the concerned workmen are entitled to?

As stated in the claim petition the claimant is a registered and recognized body of the employees known as Bank of Baroda employees Union and affiliated to all India Bank of Baroda employees Federation. In order to safeguard the interest of its member the claimant has been attending

the meetings with the management at regular intervals and the minutes are being recorded for compliance and further action on the issues agreed by both the parties. In the process several bipartite settlements have been arrived at after structured meetings. When the banks introduced computerization there was a need to undertake staff reviews depending on the volume of work and in the structured meetings held on different dates the management bank agreed to take up an exercise to identify the quantum of computer operators in the branches of the bank of Haldwani Region. But the management violated the said settlement specifically held on 17.01.2000, 31.10.1992, and 11.10.1989 with regard to computer operators. As per the 8th BPS dated 02.06.2005 the computer/ALPM/AEAM have been re-designated as Computer Operator-A and they were allowed a special pay at the rate of 910/- per month. Again as per 9th BPS dated 27.04.2010 the said posts were re designated as single window operator-B and they were paid special pay at the rate of 500/- per month. Thus, the claimants raised the matter for identification of computer operators in various meetings. Though initially the management assured to complete the exercise subsequently no steps were taken. On the contrary, by implementation of the 9th BPS the management denied the temporary special pay to the persons performing the duty of computer operators. The action of the management in withdrawing the special pay when there was a conciliation proceeding pending amounted to unfair labour practice. The matter was taken up by the claimant before the labour authority who directed the management not to stop the special temporary pay given to the employees prior to 9th BPS as there was an industrial dispute pending. Accordingly the Bank management by its letter dated 16.12.2008 maintained the status quo and directed all the branches not to discontinue the payment of special pay. In the said conciliation proceeding before the Labour commissioner the management was directed to identify the computer operators. Though, the management in a half hazard manner submitted the list the same was not complete. The conciliation proceeding before the labour commissioner was concluded on 27.12.2010 wherein a failure of settlement was recorded. Thus, the appropriate government referred the matter to this tribunal to adjudicate whether the action of the management bank in not carrying out the identification exercise of computer operators in Haldwani region as per the settlement dated 17.01.2000 is illegal and unjustified and amounts to unfair labour practice and to what relief the workmen are entitled to. Hence, the claim

The management appeared and filed written statement stating that the Banking being a service industry involves a mix of human competency and technology. Over the time the Banking Business and its affairs has undergone a sea change to cope with the stiff competition faced among the Banks on advancement of technology. Initially in order to improve customer service and to ease the work load Bank started the process of computerization in the year 1980. At that time it had become essential to explore ways and means for increasing the use of modern technology and computer. A settlement on mechanization and computerization was signed at

the industry level between Indian Bank association and All India Bank Employees Association on 29th March 1987. As a result thereof in selected branches of the bank computerization was introduced. At that time the computers were the stand alone machine of a very initial generation and the packages and programs loaded on the computers were not so advanced and they required a lot of human intervention and punching of data repeatedly with its analysis and computing work. Thus, the bank entered into a settlement called the settlement for the selection of ALPM/AEAM operators, encoder operators and data entry operators, in the year 1989 as a selection criteria for clerical staff members. These operators were paid special pay and allowance for performing the computer related special duties. As per that settlement the facility provided was for temporary assignment. The computerization underwent change for advancement of technology. Another settlement was signed in this regard on 31st October 1992 wherein it was agreed that the requirement of the operators will be determined in terms of the work load. On 17th January 2000 another settlement was signed described as “settlement on computerization (amendment) 2000”. According to this settlement for every computer where duties require input of analyzing and computing the data, generation and retrieval of data, there will be one computer operator. Thus, all the permanent ALPM/AEAM operators were converted into computer operators. In the mean time the technology was so upgraded that the computer terminals remained no more stand alone terminals and converted into more intelligent and self sufficient personal computers which decreased the requirement of extensive data punching, generation and retrieval of data. Not only that by introduction of core banking solution the work load of existing computer operators decreased significantly. The banks also introduced universal teller and alternate delivery channels like ATMs, Mobile banking, Internet Banking, and Core Banking. For the introduction of the single window system the post of computer operator became nonest and all the clerical staff has to perform the work online leading to a situation that computer operator lost its special character. In such a situation the demand of the claimant for identification of the computer operators became vague and untenable. Thus, the management has stated that the claim of the claimant is baseless and liable to be rejected.

On this rival pleading this tribunal by order dated 10.04.2013 ordered that no other issue except the reference is made out for adjudication and thus adjourned the matter for evidence by the parties. On the subsequent date Shri Y.K Sharma General Secretary of the claimant union filed his affidavit evidence and tendered the same alongwith the documents to be read as the evidence for the claimants.

The witness was cross examined by the management. When the management was called upon to tender evidence one Arun Singh filed his affidavit and tendered the same. He also filed some documents marked as

MW1/1. His cross examination was marked as nil as none appeared on behalf of the claimant for the purpose.

In his sworn testimony the witness for the claimant has stated that to ensure industrial peace several routine and regular industrial relations meeting were held between the employees union and management of Haldwani region from time to time which are referred to as structured meetings. Due to introduction of computerization in the bank a need was felt to undertake staff review depending upon the volume of work and skill of computer operator involved therein. As per the settlement dated 17.01.2000 it was decided and agreed in the subsequent meeting dated 22.07.2006, 06.08.2007, 06.08.2008 that the bank shall undertake an exercise to identify the quantum of computer operators in different branches of the Bank in Haldwani region. But that settlement was violated. It is further stated that in the 8th BPS dated 02.06.2005 the computer ALPM were re-designated as computer operator A and allowed special pay of Rs. 910 per month. In the 9th BPS dated 27.04.2010 the existing clerks were re-designated as single window operator and allowed special pay of Rs. 1000/-. The computer operator A as per 8th BPS were re-designated as Single window operator B and allowed special pay of Rs. 1500/- per month. But for non identification of such computer operator in Haldwani region by the management, a no. of computer operators were deprived of the benefit as per the 9th BPS and continued to work on temporary basis. Not only that as a result thereof in Haldwani region the computer operator A getting special payoff 910 could not be re-designated as computer operator A and deprived of the special pay as per the 9th BPS. Being aggrieved though the union was time and again raising the dispute the management was paying a deaf ear. In support of the contention several documents have been filed. On behalf of the management, the witness examined has stated that in the settlement held on 29th march 1987 on the eve of introduction of computerization and mechanization in the bank, selected branches were given up-gradation and Data Entry Operators were engaged for accomplishing the work. That was the time when computers were not so advanced and a lot of human intervention were required. Gradually for the advancement of the technology the process became smooth and for the developed softwares the bank decided that all the persons to be recruited as clerical staff should have the computers operating skill. This reduced the work load of the computer operators and their temporary assignment for which they were being paid special allowances. In another settlement dated 31st October 1992 it was agreed that the requirement of the computer operator will be determined in terms of the workload specification as laid down in Para 2.10 of the settlement. This settlement was followed by another settlement dated 17th January 2000 called settlement on computerization wherein it was agreed for up-gradation of ALPM/AEAM operators and posting them as computer operators. But in the meantime the technology became so upgraded that the stand alone terminals were replaced by personal computers connected with LAN and for this Core Banking Solution (CBS) was introduced which

forced the job of the clerical staff to undergo a radical change. On account of this the computerization settlement of 2000 became more or less insignificant. Thus, the management bank stopped identification of the computer operators. This evidence of MW1 has remained unchallenged as no cross examination was done by the claimants.

On hearing the argument and on perusal of the documents filed by the parties it is observed that no settlement can lay down guidelines which makes it mandatory for the Bank to identify computer operators when the service of the said computer operators has become insignificant for the advanced software used by the Bank and when all the clerical staff as a mandatory measure are required to be computer literate. The documents filed by the management also reveals that the banking business process has been automated and almost all the branches have now been covered under the CBS and the work load of the computer operators has been reduced remarkably. The universal teller, single window service and Alternate delivery channels like ATM, Mobile Banking, and Internet banking etc have made the banking work less dependent on the computers installed in the banks. Though the 9th bipartite settlement dated 27.04.2010 governing the service conditions and special allowances etc were signed by the claimant union and the management, in the changed scenario the bank is justified in not identifying the computer operators anymore. On behalf of the management the Ld. A/R further argued that the special allowances earlier granted to SWO has already been merged at the rate of 1000 as special pay in the basic salary of all clerical staff members w.e.f 01.05.2010 and a particular category has already been benefited by that. Though on behalf of the claimant it has been stated that the special allowances granted to the clerks for computer operation has been withdrawn no evidence to that effect has been placed on record. On the contrary the management witness has categorically denied the same. Thus, from the totality of the evidence it is evident that after signature of the 9th BPS which is effective from 01.11.2010 Rs. 1000/- has been merged in the basic pay of all the clerical staff as a special pay to perform the clerical duties online and manually. Thus, the question of further allowance for such computer operation doesn't arise. In such a situation the bank management cannot be held guilty for not carrying out the identification exercise of computer operators in Haldwani region as per the settlement dated 17.01.2000. The reference is accordingly decided against the claimant. Hence, ordered.

ORDER

The claim be and same is answered against the claimant and it is held that the management Bank is not liable for any illegality in not identifying the computer operators in Haldwani Region as per the settlement dated

17.01.2000. Send a copy of this award to the Appropriate Government for notification as required under section 17 of the ID act 1947.

The reference is accordingly answered.

Dictated & Corrected by me.

Presiding Officer.
CGIT-Cum-Labour Court.
28th February, 2022.

Presiding Officer.
CGIT-cum-Labour Court.
28th February, 2022.