

ALL INDIA UNION BANK EMPLOYEES FEDERATION

C/o Union Bank of India
15 India Exchange Place
Kolkata - 700 001
Fax No. : 033-22420690
Email : aiubefhome@gmail.com

3rd February 2018

Circular No. 36/XVI/2018

To All Units and CC members &
Woman Sub-Committee Members

Dear Comrades,

Payment of Appropriate Overtime Allowance for the period of Demonetisation Exercise

Show Cause Notice has been issued to MD & CEO for committing breach of Bipartite Settlement

Our Federation does not require to repeat it again and again that from the initial days of demonetization exercise, it has not only been persistently demanding payment of appropriate overtime allowance for the period of demonetization exercise strictly in terms of Bipartite Settlement but also has taken recourse to legal steps besides organizational actions to achieve the demand. We do not like to walk along the path decided by the Management and, therefore, could not keep quiet when the Management informed us that the Bank had already paid overtime to staff members during demonetization period as approved by the Board. On the other hand, the union recognized by the Management, All India Union Bank Employees Association (AIUBEA) preferred to remain silent when the Management informed them on 21.09.2017 that the Bank had already paid overtime to staff members during demonetization period as approved by the Board.

Ridiculously after 10 months of employees' working overtime, AIUBEA for the first time raised (as a new Issue) the demand for payment of overtime allowance in the IR Meeting on 21.09.2017. Reportedly, in January 2018 the General Secretary of AIUBEA has desired to ensure that his members have lodged their claims for the overtime during demonetization exercise. Our Federation through its circular dated 21.11.2016 advised its members to submit their overtime sheet for all the days that they had worked beyond their working hours since 10th November till the date of submission of overtime sheet.

General Secretary, AIUBEA did not demand for overtime allowance strictly in terms of Bipartite Settlement but as per the proposal submitted by them. We wonder as to other than the terms of Bipartite Settlement what else **PROPOSAL** can be there! We, through our circular dated 21.11.2016 requested our members not to claim conveyance/late sitting or any other expenses in lieu of overtime allowance and also not to allow any Branch Head to pay conveyance / late sitting or any other expenses in lieu of overtime allowance.

In any case, we have now been informed by the Conciliation Officer that a Notice has been issued to Shri Rajkiran Rai G., Managing Director & CEO of the Bank to show cause as to why he should not be liable for penalties for not implementing the Bipartite Settlement for payment of overtime allowance. Earlier we informed you that the Management vide their letter dated 30.11.2017 had informed the Conciliation Officer that the matter was being examined and the decision of the Management would be conveyed shortly. It transpires from the Show Cause Notice that since the Conciliation Officer has not received any such decision till 2nd February 2018 the Show Cause Notice was issued for the purpose of prosecuting the MD & CEO. However, we are only interested for appropriate payment of overtime allowance to the staff members for their working overtime.

With Greetings,

Yours comradely



Jagannath Chakraborty
General Secretary



Government of India
Ministry of Labour & Employment
Office of the Deputy Chief Labour Commissioner (Central)
2nd M.S.O. Building, 5th Floor Nizam Palace
234/4 A.J.C. Bose Road, Kolkata-700 020

No. 7 /21 / 2018-E-3

Date: 2nd February, 2018

Shri Rajkiran Rai G.
Managing Director & CEO,
Union Bank of India, Union Bank Bhawan,
239, Vidhan Bhawan Marg, Nariman Point,
Mumbai-400 021.

Sub: Show Cause Notice under Section 29 of Industrial Disputes Act, 1947 for breach of Settlement in the matter of Industrial Dispute raised by All India Union Bank Employees Federation against the management of Union Bank of India on the issue of non-payment of over time allowance in terms of Bipartite Settlement.

Sir,

I refer to this office letter of even no. dated 05.01.2018 in which your attention was drawn to the fact that despite your office letter no. HR/HRAD/ 6426/2017 dated 30.11.2017 no decision in regard to payment of overtime allowance in compliance with the Settlement was conveyed to this office till 05.01.2018. Even as on date there is no information of implementing the settlement from your end. In such a situation, I am of the opinion that in terms of Section 29 of the Industrial Disputes Act, 1947 you are liable for prosecution. However, before sending the proposal for prosecution, I would like to put you on notice for showing cause within 7 days hereof as to why you will not be liable to penalties provided by Section 29. In the event of no reply from your end within the stipulated date the prosecution proposal will be sent accordingly.

For your information Section 29 of the Industrial Disputes Act, 1947 states:

"Any person who commits a breach of any term of any settlement or award, which is binding on him under this Act, shall be punishable with imprisonment for a term which may extend to six months, or with fine, or with both [and where the breach is a continuing one, with a further fine which may extend to two hundred rupees for every day during which the breach continues after the conviction for the first] , and the Court trying the offence, if it fines the offender, may direct that the whole or any part of the fine realised from him shall be paid, by way of compensation, to any person who, in its opinion has been injured by such breach.]

Yours faithfully,

(Dipali Chowdhury)

Asstt. Labour Commissioner (Central)
Kolkata-II

✓ Copy to the General Secretary, All India Union Bank Employees Federation, Union Bank of India, 15 India Exchange Place, Kolkata-70 001.