


## MEMORANDUM OF AGREEMENT

The State Bank of India (the "Bank") and Local 2110, UAW agree to terms of a Collective Bargaining Agreement which will include the following changes to the terms and conditions contained in the last agreement between the Bank and District 6. These provisions will be incorporated in a complete Collective Bargaining Agreement between the Bank and Local 2110. 

**State Bank of India and Local 2110, UAW**

**Art. I      Recognition of Union**

Unit descriptions in accordance with NLRB certifications for three units

**Art. II      Union Security Clause**

1.      Section 1 — Delete last sentence (termination of union shop agreement upon contract expiration)
2.      Section 2 — Substitute "Local 2110" for District 6; conform to Local 2110 check off card

**Art. III      Check off — No Change**

**Art. IV      Management Rights**

**\*Par. 1.**      Remove "expressly"

**Art. V      Probationary Period — No Change**




Art. VI Hours of Work — Overtime

1. (New Paragraph) The normal working hours are 9:00 to 5:00 p.m. The Bank may schedule hours of specific employees to start before or after 9:00 a.m. based on operational requirements. Employee may request alternative schedules up to twice per year, and such requests shall not be unreasonably denied.
2. (New Paragraph) The Bank will determine when and by whom overtime shall be worked, taking into consideration the needs of the operation, the department in which the overtime work is necessary and the skills and experience of the employees available to perform the work.

Art. VII Holidays — No Change

Art. VIII Vacations

Par. 1. Change to provide:

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|-----|--|--|
| (b) | 2 <sup>nd</sup> year of employment                         | 2 weeks (after completion of 6 month continuous service)   |
| (c) | 3 <sup>rd</sup> through 9 <sup>th</sup> year of employment | 3 weeks (commencing with the calendar year in which the 2 <sup>nd</sup> anniversary of continuous service occurs.) |
| (d) | 10 <sup>th</sup> year and thereafter                       | change "10 <sup>th</sup> Anniversary to 9 <sup>th</sup> Anniversary"   |
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Art. IX Sick Leave

1. Employees may elect on one time basis (i) cash out unused sick leave of preceding years in January of each year or (ii) to accumulate up to ninety (90) days. If employee retires at age 65 or older he/she can cash out any unused accumulated sick pay at time of retirement. Unused accumulated sick pay will also be paid on behalf of any employee who dies while in the service of the Bank. Each employee shall exercise his/her irrevocable option within 30 calendar days from the date of this Agreement. New hires will exercise their option within 30 days after the completion of their probationary period.

Art. X Wages

1. Increase of \$5 per week for all employees effective Nov. 1, 2001
2. Increase of \$30 per week for all employees, effective July 1, 2002
3. Caps on maximum salary removed, with retroactive effect to July 1, 2001
4. Minimum salary increased to \$250 per week effective November 1, 2001 and \$300 per week effective July 1, 2002

New Par In the event that Bank combines classifications or establishes a new classification, it shall meet and discuss appropriate pay rates with the Union. In no event shall the Bank propose a rate lower than what is contractually agreed to.

Art. XI Shift Differential

1. Increase shift differential to \$7.00 per day



Art. XII Funeral Leave

1. Extend to parents-in-law (i.e., mother-in-law and father-in-law) of employee. (J-2200)

Art. XIII Marriage Leave

1. Marriage Leave applicable to any employees who have completed their probationary period.

Art. XIV Jury Duty Pay .- No Change

Art. XV Personal Leave

- Par. 2. Employees with 10 or more years of service will receive three (3) personal days per year.

Art. XVI Savings Plan

- Par. 2. Charge three (3) percent to four (4) percent, effective January 1, 2002.

- Amend plan to provide for employee loans and withdrawals as permitted under applicable law.

Art. XVII Leave of Absence



Par. 5. (FMLA) – Substitute for second sentence:  
"Employees who are eligible for FMLA leave are not required to utilize paid sick leave and vacation before being granted leave of absence without pay."

Art. XVIII Seniority

Par 1 — Amend to provide for a single consolidated seniority list for employees at all branches.

Par 2. — Vacancies within the bargaining unit shall be posted for a minimum of five (5) days. The posting shall include title, grade level, salary, and a short description of the duties and qualifications required.

Qualified employees will have a preference in filling such vacancies over outside applicants.

The Bank shall post notices of vacancies in supervisory positions for informational purposes only. Such postings shall not give employees any preferential right to promotion to a supervisory position.

Par. 6 (d) —Change to read as follows:

"... fails to return to work when due after a leave of absence except in the event of a bona fide medical emergency or other extraordinary circumstances beyond the employee's control and provided that (i) the Bank is notified of the delay in the employee's return as soon as is reasonably possible, but in no event more than five (5) working days after the occurrence causing the delay; and (ii) the employee provides the Bank promptly with medical or other documentation of the reason for the delay.

Leave application forms will be changed to delete current language regarding failure to return from leave.

Art. XIX No Discrimination - No Change

Art. XX Health and Life Insurance

- Par.1. Increase cap on Bank obligation to pay monthly premium for family coverage to \$771.62, providing that if the premium is increased by the insurance company for the period ending October 31, 2002, the Bank will bear the entire cost of any such increase for that period.
2. Add New Paragraph: The Bank will reimburse employee for the amount of any prescription drug co-payments in excess of \$5.00, beginning Nov. 1, 2001.


Art. XXI Union Activity Bulletin Boards

- Par 1. A Bulletin Board to be provided in each branch.

Art. XXII Shop Steward

Add new language - The Union can conduct periodic membership meetings on Bank premises during unpaid lunch hours on reasonable advance notice to the Bank. The Bank agrees to cooperate in arranging employee lunch hours to permit employees to attend meetings, subject to operational requirements. The Bank at its discretion may agree to meetings at other times.

Art. XXIII Discipline and Discharge

- Par 2 Bank to notify Union within three (3) working days after discharge or suspension. Union has ten (10) working days to contest Bank's action. 

Art. XXIV Grievance Procedure

1. \*Delete "express" from first sentence.

\*Second Step - Delete "and the reasons for the grievance arose during the term of this Agreement"

Arbitrator's Authority - Delete "In disciplinary cases, the arbitrator shall not have authority to mitigate or modify discipline imposed"

Art. XXV No Strikes and Lockouts

Par 1 - Change "business" to "operations"

\*Par 3 - End sentence after "Section 1 hereof"

Art. XXVI Christmas Bonus

-Bonus paid to employees at all branches if 460 Park Avenue branch is profitable.

Art. XXVII General Terms

Par. 4. - Temporary employees may be hired to replace an employee on leave of absence, while the Bank is conducting an active search for permanent employee, or to meet work requirements of a temporary nature.

Par. 5 - Tuition Reimbursement increased to \$1,500 per employee per year for Bank-related courses or other courses at an accredited institution. 7



Art. XXVIII Severance Pay

1. Increase maximum to eight (8) weeks pay.

Art. XXIX Savings Clause - No Change

Art. XXX Duration

1. Contract effective from November 1, 2001 to October 31, 2002.

Other

The Bank will offer a special early retirement program as follows:

1. Employees who have 15 years or more of service or whose age plus years of service equals 65 or more will be eligible.
2. Employees who elect to participate will receive:
  - (a) three (3) weeks pay for every complete year of service.
  - (b) continuation of medical, dental and vision care insurance for the employee and family for a period of 18 months under COBRA at the Bank's expense. At the employee's option the cash value of 18 months of premium payments at the rates applicable on the date of retirement will be paid in a lump sum in lieu of coverage at the Bank's expense.
3. Employee will execute a waiver of all claims against the Bank.
4. The program will be offered for a minimum of three (3) months, beginning during the contract term at a time selected at the Bank's discretion.

\*No bargaining history to be used in interpretation of these clauses including the union's proposal with respect to past practices.

Agreed to this 1<sup>st</sup> day of November 2001, subject to ratification.

FOR

**STATE BANK OF INDIA**

[Signature]  
ARUN BEJARIA 11/01/2001  
VICE PRESIDENT (Per. & Admin.)  
NEW YORK

**LOCAL 2110, UAW**

[Signature]  
A. Agarwal 11/01/01  
B. Kawanji 11/1/01  
[Signature]  
B. Samin  
[Signature]