ALL INDIA BANK OFFICERS' CONFEDERATION
(Registered under the Trade Unions Act 1926, Registration No.3427/Delhi)
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Circular No. 2026/67 **Date: 23.09.2026**

To All Affiliates (Please Circulate)

Dear Comrades,

We reproduce hereunder the text of UFBU letter no. UFBU/2026/LTR-5 dated 23.09.2026 addressed to the Chief Executive, Indian Bank Association for your information and wide circulation:

To
The Chief Executive,
Indian Banks' Association, URGENT/IMPORTANT

Mumbai

Dear Sir,

Subject: Unilateral enlargement of agreed exemptions from strike – demand to keep IBA communication dated 23.09.2026 in abeyance

We invite your attention to IBA Letter No. HR&IR/MBR/2026-27/3581 dated 23.09.2026, addressed to the Chairman, State Bank of India, MDs & CEOs of Public Sector Banks and IDBI Bank Ltd., enclosing a purported common list of "Sensitive Installations" in connection with the strike call given by UFBU and other Unions.

UFBU places on record its **strong objection and protest against this unilateral enlargement of the exemptions mutually agreed under the Bipartite Settlement and Joint Note**.

The communication issued by IBA travels substantially beyond the language, scope and intent of the negotiated provisions and seeks, through an administrative exercise undertaken exclusively amongst the managements of Banks, to enlarge the categories of officers and employees who would stand excluded from participation in industrial action.

This is **neither acceptable nor permissible within the framework of bilateral industrial relations**.

IBA's own communication reproduces the relevant provisions.

Clause 16 of the 5th Joint Note refers to:

Officers manning hubs/switch centres, disaster recovery centres or similar sensitive installations requiring round-the-clock maintenance/surveillance and Security Officers required to provide round-the-clock maintenance/surveillance.

Similarly, **Clause 37(i) of the 8th Bipartite Settlement** refers to watch and ward staff and employees manning installations which require **round-the-clock maintenance and surveillance**.

Thus, the agreed exemption is **specific, conditional and installation-oriented**. It is not an exemption based merely upon:

- importance of a business function;
- nomenclature of a department;

- administrative convenience;
- the fact that a function relates to Government business;
- centralisation of a particular activity; or
- a unilateral declaration by a Bank or by IBA that a particular department is "sensitive".

The essential condition appearing in the negotiated provisions is that the concerned personnel must be **manning an installation of the nature contemplated in the settlement which requires round-the-clock maintenance/surveillance.**

UFBU considers it necessary to state this in unambiguous terms **neither the 5th Joint Note nor the 8th Bipartite Settlement, as reproduced in IBA's own communication, provides any blanket exemption to:**

- Security and surveillance;
- Data Centres and Disaster Recovery Centres;
- Payment, Settlement and Remittance Hubs;
- ATM Operations and Switch Centres;
- Currency Chests and Cash Processing Centres;
- Treasury Operations and SWIFT Cells;
- Cyber Security Operations Centres;
- Clearing Processing Centres;
- Digital/Alternate Delivery Channel Operations;
- Fraud Risk Management and I4C Cells;
- Network Operations Centres;
- Centralised Pension Processing Cells;
- Contact Centres;
- Complaint Management Systems;
- Centralised Back Offices;
- Call Centres; and
- Government Business and PFMS Cells; or
- all officers/employees merely because they are posted in any department which IBA now chooses to describe as sensitive.

The above functions are not named as blanket exemptions in the mutually agreed provisions.

Some particular installation or particular personnel within such functions may fall within the agreed exemption **only where the factual requirements of the negotiated clause are actually satisfied**, namely, where they are required to man a qualifying sensitive installation requiring round-the-clock maintenance/surveillance.

The exemption attaches to the qualifying installation and the personnel indispensable for maintaining it round the clock; it does not attach indiscriminately to the entire department, office, vertical or workforce.

However, the annexure circulated by IBA now identifies as many as **17 broad categories**, including Centralised Pension Processing Cells, Contact Centres, Complaint Management Systems, Centralised Back Offices and Government Business & PFMS Cells, apart from several other functions.

Several of these descriptions are not "installations" in the limited sense contemplated by the mutually agreed clauses but are broad **business, processing, administrative or customer-service functions**.

More importantly, IBA's communication records that this expanded list was arrived at following meetings amongst MDs/CEOs and thereafter Executive Directors/HR functionaries of Banks.

UFBU was neither consulted nor was any agreement reached with the Unions/Associations for such enlargement.
An internal meeting amongst Bank managements cannot amend a Bipartite Settlement or Joint Note.
Nor can one party to a negotiated settlement subsequently enlarge the agreed exemption by issuing its own interpretation and then require the other party to abide by that enlarged interpretation.

IBA must appreciate the serious implications of the course now adopted.

The exemptions referred to in the Joint Note and Bipartite Settlement are themselves products of bilateral understanding and mutual accommodation.
If one party reserves to itself the right to reinterpret, enlarge and alter such agreed provisions whenever industrial action is announced, it strikes at the very foundation of bilateralism.
UFBU cannot be expected to remain bound by concessions and exemptions voluntarily agreed in a bilateral framework while and when IBA simultaneously seeks to expand those concessions unilaterally and without negotiation.

In these circumstances, UFBU is also **seriously contemplating issuance of appropriate notice for termination of all such agreed provisions relating to exemptions from industrial action contained in the Bipartite Settlement/Joint Note**, in accordance with applicable law and procedure.

If mutually negotiated exemptions are to be treated by IBA as open-ended provisions capable of unilateral expansion by management, UFBU will necessarily have to reconsider whether such agreed exemptions should continue to remain operative at all.
This situation has been created entirely by IBA’s attempt to travel beyond what was bilaterally settled.

UFBU therefore calls upon IBA to **immediately keep its Letter No. HR&IR/MBR/2026-27/3581 dated 23.09.2026 and the expanded list annexed thereto in abeyance** and advise all member Banks accordingly.

IBA should further clarify forthwith that:

1. the exemption shall remain strictly confined to the scope of **Clause 16 of the 5th Joint Note and Clause 37(i) of the 8th Bipartite Settlement**;
2. no entire department, office, branch, vertical or category of employees/officers can be declared exempt merely because of its nomenclature or inclusion in IBA's list;
3. only personnel who are actually required to man genuine qualifying sensitive installations requiring **round-the-clock maintenance/surveillance** can come within the agreed exemption;
4. Banks shall not give an enlarged interpretation to the expressions contained in the settlements;
5. any proposal for addition of a new category, function or installation must first be discussed with UFBU and can become operative only upon bilateral agreement; and
6. until such bilateral agreement is reached, no category beyond what is already expressly covered by the existing negotiated provisions shall be treated as exempt.

UFBU wishes to place IBA on clear notice that the matter is of **serious industrial-relations consequence**.

If the communication dated 23.09.2026 and the enlarged list are not **immediately withdrawn or kept in abeyance**, UFBU shall be constrained to consider **appropriate industrial action**, apart from all other organisational and legal measures available to it.

Any consequent industrial unrest arising from the unilateral alteration of settled conditions will be avoidable if IBA restores the position strictly to what was mutually agreed.

UFBU therefore expects IBA to intervene without delay and issue a corrective communication to all member Banks **before the commencement of the proposed industrial action**, confirming that the exemptions shall remain confined strictly to the mutually agreed provisions.

We reiterate:

What has been settled bilaterally cannot be enlarged unilaterally.

UFBU shall honour what it has agreed to. IBA must equally remain confined to what it has agreed to.

If IBA seeks to go beyond the settlement, UFBU necessarily reserves its right to **reconsider the continuation of the very exemptions which were extended through bilateral understanding.**

We expect your immediate corrective intervention.

With Comradely greetings,

(Rupam Roy)
General Secretary