

COLLECTION OF RECENT
WAGE AGREEMENTS

In Public and Private Sectors
1988, 1989

AITUC PUBLICATION

June 1990

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PUBLISHER'S NOTE

As the title indicates, the present publication is a collection of recent wage agreements—mostly in public sector enterprises, and some of private sector units. Most of the agreements were concluded in 1989 although majority of the preceding agreements expired at the end of 1986. The process of collective bargaining leading to agreements took inordinately long time due to indecision on the part of the Government and obstructionist tactics of the Bureau of Public Enterprises (BPE). The Government had to concede interim relief effective from 1.1.86 to the public sector workers following grant of such relief to the executives and other officers.

Public sector workers had also to resort to 72 hours strike and coalmine workers for one week in March 1988 to force the Government to quicken the pace of negotiations. Ultimately, most of the agreements were concluded in 1989.

Although only forty wage agreements are included in this publication, they give a representative picture of the existing wage levels, fringe benefits and the gains achieved.

In the public sector, not only the workers have achieved substantial gains in emoluments by virtue of successive wage agreements and this has been possible due to fair amount of mutual understanding and united approach of different rival trade union organisations, but these agreements have also set the pattern of bipartite wage negotiations and collective bargaining as a viable method despite multiplicity of trade unions.

The publication, we hope, will serve as a source of reference in matters of wages and other benefits that the workers have been able to secure by their united efforts, and sometimes by agitation and struggle.

New Delhi,
June 1990.

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DAMODAR VALLEY CORPORATION (DVC)

SHORT RECITAL OF THE CASE

The Corporation revised the pay-scales, etc. of Group B & C employees of DVC effective from 1.7.85 following an agreement with the DVC Karmachari Sangh arrived on 27.5.1986. The said agreement was agreed to remain operative till 30th June, 1989. After the pay revision of Group B & C employees, the payscales for Group 'A' employees were also revised with effect from 1.1.1986 broadly in line with Central payscales of Govt. of India. The DVC Karmachari Sangh raised the demand that due to adoption of two principles in the matter of pay revision of Group B & C employees on one hand and Group 'A' Employees on the other, the wage relativity has been seriously disturbed. They further contended that this will be further disturbed in future also due to grant of Central D.A. for Group 'A' employees on the one hand and the industrial D.A. for Group B & C employees on the other.

The matter was discussed with the DVC Karamchari Sangh in Regular, erstwhile Workcharged/Workcharged and Contingency reached between the parties on 12.10.1988 as under:

TERMS OF SETTLEMENT :

1. COVERAGE :

The settlement shall cover all group B & C employees of DVC in Regular, erstwhile Workcharged. Workcharged and Contingency paid employees in the time scale of pay. This settlement will not cover the employees of Bermo Mines who are governed by National Coal Wage Agreement.

2. DURATION :

Unless any context provides otherwise, the settlement will come into force with effect from 1.1.1986. The next pay revision will be done alongwith Group 'A' employees of DVC.

3. SCALES OF PAY :

The modified/revised payscales, will be as indicated in Annexure-I.

4. FIXATION POLICY :

Fixation of pay in the modified/revised payscales:

(a) Basic pay as on 1.1.86 (based on pay scales effective from 1.7.85).

(b) FDA as on 1.1.86.

(c) VDA Rs. 301/-

(d) Rs. 54/- subject to the condition that this amount of Rs. 54/- taken together with FDA and VDA should not exceed Rs. 886.40.

(e) An amount appropriate to basic pay to be notionally arrived at as on 1.1.86 on the basis of payscales effective from 1.7.81 as shown in Annexure-II. While arriving at as such notional pay the special increment as stipulated under para 24.1 of the settlement dated 12.8.81 should be taken into account and for this purpose the settlement dated 12.8.81 should be deemed to have remained operative till 1.1.86.

(f) The elements from (a to e) above should be added and the pay of the employees be fixed in the modified/revised payscales at the next higher stage. If the minimum of the scales is more than the amount so arrived at, the pay may be fixed at the minimum of the scale.

5. NEXT INCREMENT :

All employees will be placed in the modified/revised payscales with effect from 1.1.86 and the date of their annual increment will remain unchanged unless otherwise it is deferred as per rules.

6. SPECIAL INCREMENT :

Group B & C employees who are fitted in the maximum of the modified/revised scale on 1.1.86 or reach the maximum of modified/revised scale at any time during the currency of the revised scale will be allowed a special increment equivalent to last increment rate after two years from the date of their reaching the maximum of the revised scale unless otherwise they are deferred to such increment as per rules. This special increment will not be granted if such employees get promoted or their scales are revised upward for any other reason. During the currency of the present revised scale, special increment envisaged in this clause will be granted not more than 3 times.

7. STAGNATION/SLIDING OVER, ETC. :

The existing scheme on Stagnation/Sliding over will continue. However the employees in respect of whom the next promotion lies in Group 'A' will be allowed to opt for sliding over to the

highest payscale of Group B subject to the condition that at the time of their promotion to Group 'A' post their pay will be fixed on the basis of the presumptive basic pay in their original payscale from which they had slid over so as to avoid unintended double benefit.

8. DEARNESS ALLOWANCE :

The rate of Dearness Allowance shall become admissible at par with Govt. of India beyond the average index level of 608. The Industrial D.A. scheme will cease to be operative with effect from 1.1.1986. The existing FDA and VDA will cease to be operative from 1.1.1986 since the same had been merged in basic pay vide Para 4 (b) & 4 (c) above.

FRINGE BENEFITS

9. HOUSE RENT ALLOWANCE :

(a) House Rent Allowance for employees posted in Calcutta, Howrah, Delhi and Patna, will be admissible at the rate prescribed in Annexure-III.

(b) House Rent Allowance in respect of Field employees will continue to be paid at the existing rate of 10 per cent or 5 per cent as may be the case on the modified/revised basic pay, subject to the ceiling of Rs. 300/- P.M. or Rs. 150/- P.M. respectively.

(c) The benefit of HRA under Para 9 (a) and 9 (b) above will be effective from 1.10.86, and for the period prior to 1.10.86 the actual amount drawn shall be full and final.

10. FIELD COMPENSATORY ALLOWANCE :

The Field Compensatory Allowance corresponding to modified/revised basic pay range will be payable from 1.1.88 as per Annexure-IV. All other condition stipulated under O.M. No. PL-Field Allowance/118 dt. 18.3.88 will remain unchanged. The Local Compensatory Allowance actually drawn upto 31.12.87 will be full and final.

11. NIGHT DUTY ALLOWANCE :

Night Duty Allowance will be as per Annexure-V.

12. All other fringe benefits will continue to be paid at the existing rates provided, however, any benefit which is related to the pay/basic pay/pay range will be correspondingly revised/updated by 30th November, 1988 in agreement with the Sangh.

13. MISCELLANEOUS :

i) There shall be joint committee consisting of the representatives

of Management and the DVC Karamchari Sangh for examination and standardisation of the existing posts, cadre and regrouping.

ii) The DVC Karamchari Sangh will lend whole-hearted co-operation to the Corporation for the following :

- a) To ensure that Plant Load Factor (PLF) of DVC does not fall below 50 per cent and to maintain productivity in all other spheres to conform to all-India norms.
- b) To reduce overtime to the maximum extent, subject to proper manning.
- c) To evolve suitable work culture which will ensure total discipline at all levels with a view to achieving higher efficiency in all departments of DVC.
- d) To eliminate work stoppage, absenteeism and to maintain punctuality in attendance.
- e) In improving house-keeping, cleanliness of work places.
- f) Necessary improvement in working conditions, health and safety of the workers.

iii) During the operation of these orders both the parties undertake to promote industrial harmony and agree that disputes if any, will be resolved through negotiation/discussion failing which, constitutional avenues will be explored. Both the parties further agree that all possible efforts will be made sincerely to increase production/productivity.

iv) (a) The amount of adjustable advance sanctioned by the Corpn. vide No. PL-28/266 (Con)-IV (Vol. VI)/87/Pt. 38. dt. 11.10.88 will be adjusted fully from the amount of arrear payment that will arise out of this settlement. Arrear payment for this purpose will mean arrear amount with effect from 1.1.86 and that will accrue upto November 1988.

(b) After adjustment of the adjustable advance as stipulated above, 50 per cent of the net arrear amount will be deposited in the respective Provident Fund Account of each employee. The amount so deposited will be deemed to have been deposited with effect from 1.4.88. Any employee if he so desires may deposit more than 50 per cent of the arrear amount in the Provident Fund and that amount will also be deemed to have been deposited w.e.f. 1.4.88. The employees who have retired and also who will retire by March, 1989 shall, however, be paid the full amount.

v) The terms of the settlement dated 27th May, 1986 stand modified to the extent agreed to above and the said settlement

be treated as interim settlement for the period from 1.7.1985 to 31.12.85.

vi) Application of this settlement is subject to option to be exercised by the employees concerned in the proforma to be prescribed. The option shall have to be exercised within 60 days from the date of issue of order and option once exercised shall be final.

EXISTING SCALE	ANNEXURE-I
A: 675-15-825-20-1025	A: 1430-15-1610-20-1750-25-1850
B: 685-15-820-20-1040	B: 1445-15-1610-20-1750-25-1875
C: 700-20-900-25-1150	C: 1475-20-1695-25-1870-30-1990
D: 705-25-955-30-1255	D: 1500-30-1950-40-2150
E: 740-30-1040-35-1390	E: 1530-30-1890-40-2250
F: 765-35-1115-40-1515	F: 1550-40-2150-50-2550
G: 780-35-1095-40-1535	G: 1590-40-2150-50-2600
H: 840-45-1290-50-1790	H: 1700-50-2300-60-3080
I: 870-45-1275-50-1825	I: 1750-50-2300-60-3140
J: 930-50-1430-55-1980	J: 1800-60-2520-75-3420
K: 935-50-1385-55-1990	K: 1860-60-2520-75-3495
L: 1030-55-1580-60-2120	L: 2000-75-2900-100-3700

BASIC PAY, NOTIONALLY ARRIVED AT AS ON 1.1.86 ON THE BASIS OF PAY SCALE EFFECTING FROM 1.7.81	ANNEXURE-II (Ref. Para-4 (e)).
	Amount :
Upto Rs. 700/- p.m.	Rs. 120/- p.m.
Rs. 701/- p.m. to Rs. 1000/- p.m.	Rs. 140/- p.m.
Rs. 1001/- p.m. to Rs. 1100/- p.m.	Rs. 180/- p.m.
Rs. 1101/- p.m. to Rs. 1200/- p.m.	Rs. 240/- p.m.
Rs. 1201/- p.m. to Rs. 1300/- p.m.	Rs. 360/- p.m.
Rs. 1301/- p.m. to Rs. 2200/- p.m.	Rs. 420/- p.m.

HOUSE RENT ALLOWANCE FOR CALCUTTA, HOWRAH, DELHI AND PATNA	ANNEXURE-III
Basic Pay Range :	Amount :
Below Rs. 1500/- p.m.	Rs. 250/- p.m.
Rs. 1500/- to Rs. 2799/- p.m.	Rs. 450/- p.m.
Rs. 2800/- to Rs. 3599/- p.m.	Rs. 600/- p.m.
Rs. 3600/- and above.	Rs. 800/- p.m.

ANNEXURE-IV

FIELD COMPENSATORY ALLOWANCE

Basic Pay Range	Category-I	Category-II	Category-III
(a) Rs. 1430-1590	150	120	105
(b) Rs. 1591-1900	185	150	130
(c) Rs. 1901-2199	240	195	170
(d) Rs. 2200-3000	300	240	210
(e) Rs. 3001 and above	390	310	275



INDIAN OIL

(Refineries & Pipelines)

MEMORANDUM OF SETTLEMENT

(Under Sections 18(1) and 2(p) of the Industrial Disputes Act, 1947)

Representing the Parties :

EMPLOYER

Indian Oil Corporation Ltd.
(Refineries & Pipelines Divn.)
Chairman's Office
(including R&D Centre)
and Assam Oil Division,
SCOPE Complex,
Lodhi Road,
New Delhi.

1. Shri J.L. Zutshi
Executive Director (P)
Hqrs., New Delhi.
2. Shri A.P. Chaudhri
Executive Director,
Gujarat Refinery,
Baroda.
3. Shri B.D. Gupta
General Manager (F),
Hqrs., New Delhi.
4. Shri S.C. Chakravorty
Dy. General Manager (P),
Hqrs., New Delhi.

WORKMEN

Refinery Workers' Union
Guwahati Refinery,
Guwahati.

1. Shri Dibakar Goswami
Working President
2. Shri P.K. Barman
General Secretary
3. Shri Prafulla Kr. Saikia
Dispute & Legal Affairs
Secretary

Barauni Telshodhak Mazdoor
Union, Barauni Refinery,
Barauni.

1. Shri Ram Sagar Sinha
Working President
2. Shri B.L. Das
Deputy President

Gujarat Refinery Kamdar Sangh, Gujarat Refinery, Gujarat.	<ol style="list-style-type: none"> 3. Shri Kartik Paswan Secretary 1. Shri S.P. Agnihotri President
Haldia Refinery Employees Union, Haldia Refinery, Haldia.	<ol style="list-style-type: none"> 2. Shri Subhash Patel Vice-President 3. Smt. Lalita Devi General Secretary 1. Shri M.M. Bose—Coordinator President 2. Shri K.N. Ghosh Vice-President 3. Shri M.R. Paul General Secretary 4. Shri D.L. Pradhan Asstt. General Secretary
Indian Oil Mathura Refinery Karamchari Sangh, Mathura Refinery, Mathura. AOC Labour Union, AOC, Digboi.	<ol style="list-style-type: none"> 1. Shri Roop Ram, President 2. Shri M.K. Sharma, Genl. Secy. 3. Shri V.K. Gupta, Jt. Secy. (ID) 1. Shri Mohan Deka, President 2. Shri R.K. Baruah, Jt. Secy. 3. Shri I.B. Chhetri, Jt. Secy.
Indian Oil Delhi Employees Association, New Delhi.	<ol style="list-style-type: none"> 1. Shri Anand, President 2. Shri V.K. Puri, General Secy. 3. Shri A.P. Sharma, Dy. Genl. Secy.
Indian Oil (Refineries) Office Employees Union, Calcutta.	<ol style="list-style-type: none"> 1. Shri G.H. Paul, President 2. Shri S. Chakraborty, Genl. Secy. 3. Shri N.C. Naskar, Dy. Genl. Secy.
Indian Oil Corporation Mazdoor Union Guwahati (GSPL).	<ol style="list-style-type: none"> 1. Shri J. Gupta Bhaya, Vice-President 2. Shri A.M. Barman, Genl. Secy. 3. Shri U.C. Das, Dy. Genl. Secy.
Indian Oil Corporation Pipelines Workers' Union, Barauni (BKPL).	<ol style="list-style-type: none"> 1. Shri C.M. Singh, President 2. Shri L.B. Singh, Dy. President 3. Shri S.R.P. Yadava, Genl. Secy.
Petroleum Employees Union,	<ol style="list-style-type: none"> 1. Shri K.N.V. Nair, Genl. Secy.

KAPL, Jawaharnagar.

2. Shri S.K. Roy, Dy. Genl. Secy.
3. Shri V. Kesavan, Vice-President

Indian Oil (Pipelines)
Employees Association,
HMRB, Calcutta.

1. Shri G.H. Das, President
2. Shri M.K. Bhattacharjee,
Working President
3. Shri S.L. Chowdhury,
Genl. Secy.

Indian Oil Pipelines
Employees Union, SMPL,
Rajkot.

1. Shri N.P. Ganatra, Genl. Secy.
2. Shri S.N. Bhandari, President
3. Shri S.I. Patel, Dy. GS(SVK)

Indian Oil Pipelines
Employees Association,
MJPL, Bujawasan

1. Shri D.B. Ranga, President
2. Shri R.P. Sharma, Dy. Genl. Secy.
3. Shri R.P. Sharma, Exe. Member

Indian Oil Pipelines
Employees Association,
New Delhi.

1. Shri S.M. Sharma, President
2. Shri S.S. Anand, Genl. Secy.
3. Shri S.S. Dang, Treasurer

Assisted by : (Employer)

1. Shri K.C. Joseph
2. Shri B.B. Munshi
3. Shri N.M. Ganguly
4. Shri Rajendra Prasad
5. Shri R.P. Dutta
6. Shri K.N. Tripathi
7. Shri T. Saikia
8. Shri M.K. Wahi
9. Shri Thomas Antony
10. Shri B.N. Singh
11. Shri Jai Gopal
12. Shri S.L. Verma

PREFACE

The Long Term Settlement reached in May, 1983 between the Management of Indian Oil Corporation Limited (Refineries & Pipelines Division), Chairman's Office, New Delhi and Research & Development Centre, Faridabad and the recognised unions operating in the various establishments in the Division, Chairman's Office, New Delhi and R&D Centre expired on 30th April, 1986. The Agreement signed between the Management and recognised Union of AOD on 16.2.1985 expired on 30.4.1986. Pursuant to the presentation of Charter of Demands by the recognised Unions, a series of meetings took place between the Management of

Indian Oil Corporation Limited (R&P Division), Chairman's Office — New Delhi & R&D Centre, Faridabad and Assam Oil Division (hereinafter called the "Management") and the recognised Unions in the R&P Division, Chairman's Office — New Delhi & R&D Centre, Faridabad and Assam Oil Division (hereinafter called the "Unions"). As a result of discussions held between the parties, the following settlement has been mutually arrived at and Unions have accepted the terms of this Settlement in full and final settlement of all demands contained in their Charter of Demands as well as subsequent modifications thereto including the proposal dated 3rd December, 1988 submitted to Chairman.

1.0 TERMS OF THE SETTLEMENT :

- 1.1.1 This Settlement shall apply to all categories of "Workmen" as defined in the Industrial Disputes Act, 1947 employed in any one of the scales of pay mentioned in Annexure 'A' on the date of signing of this Settlement.
- 1.1.2 Those of the workmen who ceased to be in service during the period from 1.5.1986 to the date preceding the date of settlement shall be paid amounts that would have been due to them upto the date of separation from service.
- 1.1.3 Workmen appointed after the date of signing of the Settlement shall also be covered by the provisions of this Settlement but the Fitment Tables in Annexure 'C' will not apply to them.

2.0 PERIOD OF SETTLEMENT :

- 2.1.1 This Settlement shall be in force from 1st May, 1986 to 30th June, 1990.
- 2.1.2 This Settlement shall be effective from 1st May, 1986 sofaras the revision of Pay Scales, Dearness Allowance, House Rent Allowance/House Rent Subsidy, CCA, Special Allowance, Overtime, Leave Encashment, PF and Gratuity is concerned. Other provisions shall be effective from the dates as mentioned under the respective heads.
- 2.1.3 The amount of Interim Relief and HRA and CCA thereon w.e.f. 1.5.1986, wherever paid, shall be adjusted against arrears payable as a result of this Settlement. However, the amount of Interim Relief, HRA and CCA paid thereon for the period from 1.1.1986 to 30.4.1986 will be condoned.
- 2.1.4 It will be open to the Unions to submit fresh Charter of Demands, if any, but not earlier than six months before the expiry of this Settlement.
- 2.1.5 Management agrees to consider and start negotiations on the demands which may be received from the Unions, if received within the period stipulated in clause 2.1.4. However,

no demand which relates to the period covered by this Settlement shall be entertained.

3.0 SCALES OF PAY :

- 3.1.1 The revised scales of pay as per Annexure 'A' are in replacement of the existing ones.
- 3.1.2 The fitment of pay of existing workmen in the revised scales of pay shall be as per Annexure 'C'.
Basic Pay of an employee will be fitted in the revised pay scales after adding merger benefit (Rs. 425/385.40 from VDA and existing FDA corresponding to existing Basic Pay) and Fitment Benefit (Rs. 60/-) to his existing Basic Pay. In case exact stage in the revised scale is not available, Basic Pay will be fitted in the next higher stage. Thereafter pay will be fixed at the next higher incremental stage in the revised pay scale.
- 3.1.3 The normal date of annual increment of workman shall not be affected by pay fitment in the revised pay scales except as provided as below :
As per the Fitment Tables given in Annexure 'C', certain workmen drawing pay at 2/3 different stages in the existing pay scales are fixed at the same stage in the corresponding revised scales. If in such cases the normal date of annual increment of a workman employed in the same Unit/establishment at the lower of such stages falls earlier, the date of increment of the workman, if any, at the higher stage(s) will be advanced so that he does not draw less Basic Pay in the revised scale than the workman at the lower stage in the existing pay scales. The date of annual increment so advanced shall thereafter be the normal date of annual increment.
- 3.1.4 Pay of workmen who were promoted from one workman pay scale to another between 1.5.1986 and the date of signing of this Settlement shall be fitted with reference to the pay drawn by them on 1st May, 1986. Their pay on promotion in the corresponding higher scale of pay shall be fixed as per normal rules. In case they happen to draw less Basic Pay in the higher revised pay scale than their directly recruited/subsequently promoted junior colleague(s) in the same pay scale and at the same establishment they shall be allowed to exercise an option to have their pay fitted as per relevant Fitment Table with effect from the date of promotion or the date from which this Settlement takes effect in respect of pay scales.

- 3.1.5 Special Pay, if any, drawn by a workman shall not be affected by this Settlement and shall continue to be paid as such.
- 3.1.6 Workmen who reach and stagnate at the maximum of pay scale (such stagnation commencing on the expiry of 12 months from the date of drawal of the last incremental stage in the pay scale), and are consequently not able to draw any further annual increment, will be paid a lump sum amount equal to 12 times the annual increment amount last drawn on completion of every period of 18 months of such stagnation. Payment of this lump sum amount will, however, be subject to the condition that the workman has rendered good service to the Corporation during the period.
- 3.1.7 The revised scales of pay shall be replaced and read in lieu of the corresponding existing scales of pay in the matter of regulating the recovery of charges, if any, made according to the scales of pay. Further, revised scales of pay shall replace the corresponding existing scales of pay for entitlement of house/quarters in the townships of the Corporation.
- 3.1.8 Any anomalies arising out of the wage structure under this Settlement, if any, will be discussed and settled in an All-India meeting which would be convened after six months from the date of signing of this Settlement.

4.0 DEARNESS ALLOWANCE :

- 4.1.1 Rates of Fixed Dearness Allowance (New) shall be as in Annexure 'B'.
- 4.1.2 In addition to the Fixed Dearness Allowance mentioned in clause 4.1.1 above, there shall be Variable Dearness Allowance linked to All India Working Class Consumer Price Index No. 607 (Simla Series, 1960 = 100 : hereinafter known as "AICPI").
- 4.1.3 For workmen of establishments of Guwahati Refinery, Gujarat Refinery, Haldia Refinery, Mathura Refinery, AOD, Calcutta Office, R&P Hqrs., Pipelines Hqrs., Chairman's Office, R&D Centre, KAPL, HMRB-PL, SMPL & MJPL, for every full point increase/decrease in the quarterly average of CPI beyond 607, Variable Dearness Allowance will be increased/decreased @ Rs. 1.65 per point. The quarter shall mean each quarter in a calendar year (Illustrative examples of variations are given in Annexure 'D').
- 4.1.4 For workmen of establishments of Barauni Refinery, GSPL

& BKPL, for any increase or decrease in the quarterly average of CPI by every set of 3(three) full points. Variable Dearness Allowance will be increased/decreased by 2½ (two and a half) per cent of Basic Pay subject to a maximum of Rs. 5/- (Rupees Five). The quarter shall mean each quarter in calendar year. (Illustrative examples of variations are given in Annexure 'D').

4.1.5 Notwithstanding transfer of a workman to an establishment covered by the other VDA formula, he will continue to be governed by the formula presently applicable to him.

4.1.6 In case Govt. orders revision of VDA formula for workmen of Public Sector Undertakings governed by Industrial Dearness formula, the said formula will be made applicable to the workmen effective from such date as decided by the Government.

5.0 OTHER ALLOWANCES:

5.1.0 House Rent Allowance:

(a) From 1.5.1986 to 31.3.1987

— HRA on production of rent receipt will be paid at existing rates on (revised Basic Pay minus Rs. 100/-).

— HRA without production of rent receipt will be paid at the following rates:

<i>Cities</i>	<i>Monthly Ceiling (subject to existing %age of Basic Pay minus Rs. 100/-).</i>
— Metro & 'A' class	Rs. 350/-
— 'B1' class	Rs. 300/-
— 'B2' & 'C' class	Rs. 230/-
— Unclassified	Rs. 160/-

(b) From 1.4.1987 onwards

— HRA will be paid without reference to rent receipt or assessment at the following rates:

<i>Class of City</i>	<i>Monthly Ceiling</i>
— Metropolitan cities (Delhi, Bombay Calcutta, Madras)	30% of (Revised Basic Pay minus Rs. 100/-) subject to maximum of Rs. 1,000/-.
— 'A' class cities	25% of (Revised Basic Pay minus Rs. 100/-) subject to Maximum of Rs. 1,000/-.
— 'B1' class cities	22½% of (Revised Basic Pay minus Rs. 100/-) subject to Maximum of Rs. 1,000/-

- 'B2' class cities 17½% of (Revised Basic Pay minus Rs. 100/-) subject to Maximum of Rs. 1,000/-.
- C' class cities 15% of (Revised Basic Pay minus Rs. 100/-) subject to Maximum of Rs. 500/-.
- Unclassified cities 15% of (Revised Basic Pay minus Rs. 100/-) subject to Maximum of Rs. 500/-.

5.1.1 HOUSE RENT RECOVERY:

Recovery of House Rent will be effected at current rates on revised Basic PaY minus Rs. 500/- for places where recovery is done @ 10% of basic Pay and at current rates on revised Basic Pay minus Rs. 400/- for places where recovery is done at less than 10% of Basic Pay. This will take effect from 1.5.1986.

5.2.0 CITY COMPENSATORY ALLOWANCE:

With effect from 1.5.1989 City Compensatory Allowance will be paid subject to existing ceiling at current rates (on revised Basic Pay minus Rs. 100/-).

5.2.1 SPECIAL ALLOWANCE:

With effect from 1.5.1986 Special Allowance will be paid at current rates (on revised Basic Pay minus Rs. 100/-).

5.2.2 Except to the extent as modified by clauses 5.1.0, 5.1.1, 5.2.0 and 5.2.1, the existing rates of HRA, CCA and Special Allowance and the rules and practices relating thereto shall remain unchanged.

5.3 Shift Allowance:

With effect from 1.1.1989 Shift Allowance shall be increased from Rs. 2.50 to Rs. 5.00 per shift.

5.4 Washing Allowance:

With effect from 1.1.1989 the existing rate of Washing Allowance shall be increased from Rs. 14/- to Rs. 25/- per month.

5.5 Reimbursement towards Transport Expenses:

5.5.1 Where Corporation's transport is not being provided/availed either partly or fully for attending the place of duty or reimbursement of running and maintenance expenses for Scooter/Motor Cycle/Moped is not availed, transport expenses will be reimbursed to workmen @ Rs. 50/- per month w.e.f. 1.1.1989.

5.6 Running and Maintenance expenses for Scooter/ Motor cycle/Moped

Workmen owning Scooter/Motor Cycle/Moped will be reimbursed running and maintenance expenses incurred in connection with official duties as under:

	Grade I to VI	Grade VII & VIII
— Scooter/Motor Cycle	Rs. 160/- p.m.	Rs. 180/- p.m.
— Moped	Rs. 100/- p.m.	Rs. 110/- p.m.

These expenses will be payable subject to fulfilling other requirements under the Rules. The revised rate and/or allowances, as introduced, will be effective from 1.1.1989.

5.7 PAYMENT ON TOUR:

5.7.1 Daily Allowance:

The rates of Daily Allowance payable to workmen on official tour shall be revised as under:

BP Range (Rs.)	Rates of Daily Allowance	
	'A' Class Cities (Rs.)	Others (Rs.)
— Rs. 1350/- & above	75/-	65/-
— Rs. Below Rs. 1350/-	60/-	55/-

5.7.2 Local Conveyance :

The local conveyance charges on tour shall be revised as follows:

BP Range (Rs.)	Rates of Conveyance Charges	
	'A' Class Cities (Rs.)	Others (Rs.)
— Rs. 1350/- & above	20/-	18/-
— Below Rs. 1350/-	18/-	16/-

5.7.3 Travel by Rail:

Consequent upon the revision of pay structure, revised Basic Pay limits for the purpose of entitlement of travel by Rail shall be as under:

BP Range (Rs.)	Entitlement for travel by Rail
— Rs. 1350/- & above	1st Class
— Below Rs. 1350/-	2nd Class

The above will be effective from 1.1.1989.

5.8 Transfer Benefits:

5.8.1 Transfer Settling Allowance:

In case of transfer from one station to another workmen shall be entitled to Transfer Settling Allowance equivalent to one month's Basic Pay plus DA subject to a maximum of Rs. 2,000/-.

5.8.2 Carriage of Household Effects:

The existing limit for transportation of household effects by Rail shall be revised as follows:

BP Range (Rs.)	Weight (in Kgs)
— Rs. 1,445/- & above	2,500
— Rs. 1,215/- to Rs. 1,444/-	2,000
— Less than Rs. 1,215/-	1,500

The workmen may avail the facility of carrying household effects by truck instead of rail subject to the ceiling of charges for carriage of household effects by goods train to the extent of above weight limits. However, on request, Management shall arrange a truck (of capacity not exceeding 9 tons) for transportation of household effects, the charges for which will be paid by the Corporation directly to the transporter or transport organisation. In such cases the responsibility and risk for packing, loading, unloading, damage or loss in transit will not be that of the Corporation.

5.8.3 Loading and Unloading Charges:

Loading and unloading charges will be paid @ Rs. 100/- at each end.

5.8.4 Insurance Premium for Household Effects:

Actual Insurance premium subject to a ceiling of Rs. 400/- shall be reimbursed on production of voucher.

5.8.5 Local Transfer Benefits for Transportation of Personal Effects:

BP Range (Rs.)	Amount (Rs.)
— Rs. 1,215/- & above	250/-
— Below Rs. 1,215/-	225/-

The above revision will be effective from the date of signing of this Settlement.

5.9 Leave Travel Concession:

5.9. In lieu of existing facility of LTC, lump sum amount at following rates will be allowed once in a block of two years:

Length of Service (As on commencement of LTC Block)	Amount (Rs.)
Upto 3 years service	1,800/-
Service above 3 years & upto 7 years	2,000/-
Service above 7 years & upto 11 years	2,300/-
Service above 11 years	2,600/-

& upto 19 years

Service above 19 years 2,800/-

Each workman will give an irrevocable option stating whether he/she wants to avail of the above-stated facility in toto, or, in the alternative, avail of the LTC rules as existing prior to the signing of this Settlement. All other rules will remain unchanged.

5.10 Patrolling Allowance:

With effect from 1.1.1989 Patrolling Allowance will be increased from Rs. 200/- to Rs. 300/- p.m. for eligible employees of Pipelines Wing.

6.0 Tea Allowance:

With effect from 1.1.1989 for places where no subsidised canteen facilities are available, Tea Allowance will be increased from Rs. 30/- to Rs. 35/- p.m.

7.0 Provident Fund:

The rate will be increased to 10 per cent subject to Government's approval.

8.0 Ex-gratia Payment:

Ex-gratia payment already made to workmen till this date will not be reopened either for the purpose of paying arrears or making recovery.

9.0 LPG Security Deposit:

Workmen will be provided with a second cylinder without any security deposit.

10.0 Pension:

In future, if and when the Government of India introduces a Pension Scheme for employees in Public Sector, the same will be implemented in the Corporation.

11.0 Uniforms:

This issue will be discussed with the Unions and settled accordingly.

12.0 Working Hours:

As a measure of productivity, the Management agrees to reduce/rationalise the working hours of the workmen without loss of production levels and any increase/decrease in total manpower. A committee comprising of the equal number of representatives of the Management and the Unions will discuss and decide in reference to the manning pattern and productivity, the modalities of its implementation within 12 weeks from the date of its constitution and implementation thereof will soon follow the approval of the report of the Joint Committee.

13.0 ADVANCES:

13.1 Festival Advance:

The amount of Festival Advance shall be increased from Rs. 250/- to Rs. 500/- recoverable in ten equal monthly instalments.

13.2 Conveyance Advance:

Conveyance Advance to the eligible workmen will be limited to the value of the vehicle subject to maximum advance of Rs. 20,000/-. All other provisions relating to this advance will remain unchanged.

14.0 The Management agrees that such terms and conditions of service as well as amenities and allowances as are not changed under this Settlement shall remain unchanged and operative during the period of the Settlement.

15.0 Arrears:

Arrears due to workmen in terms of the revised Pay, Dearness Allowance, House Rent Allowance/House Rent Subsidy, CCA, Special Allowance and Overtime shall be paid to them within a period of three months from the date of signing of this Settlement.

Increase in Pay and Dearness Allowance shall be reckoned, wherever applicable, for arrears of P.F. (which is calculated on Special Allowance also), Overtime, House Rent Allowance, Special Allowance, CCA, Leave Encashment, LTC encashment difference and recovery of House Rent.

In respect of workmen who were in service on 30th April, 1986, arrears shall be computed from 1.5.1986. In respect of those workmen who joined service after 30th April, 1986, arrears shall be computed from the respective date of their joining.

15.1 The Unions agree that during the period of operation of this Settlement, they shall not raise any demand having financial burden on the Corporation other than ex-gratia provided that this clause shall not affect the rights and obligations of the parties in regard to matters covered under Section 9A of the Industrial Disputes Act, 1947.

16.0 Harmonious Industrial Relations & Productivity:

16.1.1 The Unions and the Management agree to cooperate in creating healthy climate of industrial relations and in promoting efficiency and productivity.

16.1.2 The Unions and the Management agree to cooperate in minimising overtime to the extent possible.

17.0 Implementation/Interpretation of Settlement:

The parties shall abide by the Settlement in true spirit. In case there is any dispute regarding implementation of this Settlement or interpretation of any of its provisions, the parties shall try to compose their differences through mutual discussion failing which they shall resort to the machinery prescribed under the Industrial Disputes Act, 1947.

18.0 The Management stated that it would obtain Government of India's approval to this Settlement.

SIGNED AT NEW DELHI, THE

1989

IOC (R&P)
Annexure 'A'

EXISTING PAY SCALES		REVISED PAY SCALES	
I.	Rs. 421-11-542-12-710	Rs. 1040-20-1200-25-1425-30-1665	
II.	Rs. 430-11-540-13-748	Rs. 1060-25-1260-30-1530-35-1810	
III.	Rs. 475-13-618-14-828	Rs. 1100-30-1340-35-1655-40-1975	
IV.	Rs. 505-14-659-16-899	Rs. 1150-35-1430-40-1790-45-2150	
V.	Rs. 540-17-710-20-910-22-1064	Rs. 1225-40-1505-45-1775-55-2105-60-2465	
VI.	Rs. 595-20-815-24-1079-28-1219	Rs. 1310-45-1625-55-1955-60-2315-70-2735	
VII.	Rs. 640-24-880-30-1180-35-1425	Rs. 1400-50-1550-55-1770-65-2160-70-2580-75-3030	
VIII.	Rs. 700-30-1000-36-1144-45-1459-50-1659	Rs. 1445-55-1610-65-1740-75-1965-80-2685-85-3365	

IOC (R&P)
Annexure 'B'

FIXED DEARNESS ALLOWANCE (NEW)

Pay Range	Fixed Dearness Allowance		
Upto 1445	140	1956-2055	360.
1446-1545	150	2056-2155	420
1546-1755	160	2156-2355	460
1756-1855	200	2356-2555	480
1856-1955	240	2556-2605	500
		2606 & Above	520

IOC (R&P)
Annexure 'C'--I
FITMENT TABLE - I

EXISTING SCALE :
421-11-542-12-710
REVISED SCALE :
1040-20-1200-25-1425-30-1665

EXISTING BP	FITMENT
421	1080
432	1080
443	1100
454	1100
465	1120
476	1140
487	1140
498	1160
509	1200
520	1225
531	1250
542	1275
554	1275
566	1325
578	1325
590	1350
602	1375
614	1375
626	1400
638	1425
650	1425
662	1455
674	1455
686	1485
698	1485
710	1485

IOC (R&P)
Annexure 'C'--II

FITMENT TABLE --II

EXISTING SCALE:
430-11-540-13-748
REVISED SCALE:
1060-25-1260-30-1530-35-1810

EXISTING BP	FITMENT
430	1085

EXISTING BP	FITMENT
441	1110
452	1110
463	1135
474	1135
485	1135
496	1160
507	1210
518	1235
529	1235
540	1260
553	1290
566	1320
579	1350
592	1350
605	1380
618	1380
631	1410
644	1440
657	1440
670	1470
683	1470
696	1500
709	1500
722	1500
735	1530
748	1530

IOC (R&P)
Annexure 'C'--III

FITMENT TABLE -III

EXISTING SCALE :
475-13-618-14-828
REVISED SCALE :
1100-30-1340-35-1655-40-1975

EXISTING BP	FITMENT
475	1130
488	1160
501	1190
514	1220
527	1250
540	1280
553	1280
566	1310

EXISTING BP	FITMENT	EXISTING BP	FITMENT
579	1340	723	1510
592	1340	739	1550
605	1375	755	1550
618	1410	771	1590
632	1445	787	1590
646	1445	803	1590
660	1445	819	1630
674	1480	835	1630
688	1480	851	1670
702	1515	867	1670
716	1515	883	1710
730	1515	899	1710
744	1550		
758	1550		
772	1585		
786	1585		
800	1585		
814	1620		
828	1620		

IOC (R&P)
Annexure 'C' --V

FITMENT TABLE -V

EXISTING SCALE :
540-17-710-20-910-22-1064
REVISED SCALE : 1225-40-1505-
45-1775-55-2105-60-2465

IOC (R&P)
Annexure 'C'--IV
FITMENT TABLE -IV

EXISTING SCALE :
505-14-659-16-899
REVISED SCALE :
1150-35-1430-40-1790-45-2150

EXISTING BP	FITMENT	EXISTING BP	FITMENT
505	1185	540	1265
519	1255	557	1305
533	1255	574	1345
547	1290	591	1385
561	1325	608	1385
575	1325	625	1425
589	1360	642	1465
603	1395	659	1465
617	1395	676	1465
631	1430	693	1505
645	1430	710	1505
659	1470	730	1550
675	1470	750	1550
691	1510	770	1595
707	1510	790	1595
		810	1640
		830	1640
		850	1685
		870	1685
		890	1730
		910	1730
		932	1775

EXISTING**FITMENT**

BP

954	1775
976	1830
998	1830
1020	1830
1042	1885
1064	1885

IOC (R&P)

Annexure 'C' --VII

FITMENT TABLE -VII

EXISTING SCALE :

640-24-880-30-1180-35-1425

REVISED SCALE : 1400-50-1550-55-

1770-65-2160-70-2580-75-3030

EXISTING

BP

FITMENT

640	1450
664	1500
688	1500
712	1550
736	1550
760	1605
784	1605
808	1660
832	1660
856	1715
880	1715
910	1770
940	1770
970	1835
1000	1835
1030	1900
1060	1900
1090	1965
1120	1965
1150	2030
1180	2030
1215	2095
1250	2095
1285	2160
1320	2160
1355	2230
1390	2230
1425	2300

IOC (R&P)

Annexure 'C' --VI

FITMENT TABLE -VI

EXISTING SCALE :

595-20-815-24-1079-28-1219

REVISED SCALE : 1310-45-1625-55-

1955-60-2315-70-2735

EXISTING

BP

FITMENT

595	1355
615	1400
635	1445
655	1445
675	1490
695	1490
715	1535
735	1535
755	1580
775	1580
795	1625
815	1625
839	1680
863	1680
887	1735
911	1735
935	1790
959	1790
983	1845
1007	1845
1031	1845
1055	1900
1079	1900
1107	1955
1135	1955
1163	2015
1191	2015
1219	2075

IOC (R&P)

Annexure 'C' --VIII

FITMENT TABLE -VIII

EXISTING SCALE : 700-30-1000-

36-1144-45-1459-50-1659

REVISED SCALE : 1445-55-1610-

65-1740-75-1965-80-2685-85-3365		EXISTING	FITMENT
EXISTING		BP	
	BP		FITMENT
	700	1500	1072
	730	1555	1108
	760	1610	1144
	790	1610	1189
	820	1675	1234
	850	1675	1279
	880	1740	1324
	910	1740	1369
	940	1815	1414
	970	1815	1459
	1000	1890	1509
	1036	1890	1559
			1609
			1659
			1965
			1965
			2045
			2045
			2125
			2125
			2205
			2205
			2285
			2365
			2365
			2445
			2445
			2525

IOC (R&P)
Annexure 'D'

The revision in Variable Dearness Allowance will be effected on three monthly basis as per illustrative examples given below:

CPI	for	January	Suppose the average of CPI for this quarter increases/
		February	decreases by 3 full points/one full point, as the case
		March	may be, the rate so fixed may be called 'A' rate.
DA	for	May	To be revised as per 'A' rate.
		June-July	

Similarly

CPI	for	April	Suppose the average of CPI for this quarter increases/
		May	decreases by 3 full points/one full point, as the case
		June	may be, the rate so fixed may be called 'B' rate.
DA	for	August	To be revised as per 'B' rate.
		Sept., Oct.	
CPI	for	July	Suppose the average of CPI for this quarter increases/
		August	decreases by 3 full points/one full point, as the case
		September	may be, the rate so fixed may be called 'C' rate.
DA	for	November	To be revised as per 'C' rate.
		Dec., Jan.	
CPI	for	October	Suppose the average of CPI for this quarter increases/
		November	decreases by 3 full points/one full point, as the case
		December	may be, the rate so fixed may be called 'D' rate.
DA	for	February	To be revised as per 'D' rate.
		March	
		April	

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HMT LIMITED
36, Cunningham Road,
Bangalore-560052

SETTLEMENT BETWEEN WORKMEN AND MANAGEMENT OF
HMT LIMITED ON REVISION OF WAGES AND RELATED ISSUES

The last agreement which was effective from 1st January, 1983 expired on 31st December, 1986. The negotiations on the demands submitted by the Unions started during 1988. Since then a series of meetings were held. After protracted negotiations, the following settlement was arrived at.

2. Both the parties recognise that Engineering Industry should grow at a faster rate in order to meet the Nation's economic needs. This would require further intensification of efforts by both the parties to achieve financial viability of the Company and also to generate the required resources to meet the urgent needs for modernisation. To this end the parties commit themselves to work together to attain higher levels of production, productivity and profitability. Joint efforts will be made continuously in the following areas:

- a) Efficient handling of raw materials and reducing wastage.
- b) Improvement in yields and reducing operating costs.
- c) Procurement of materials at economic prices.
- d) Reducing energy consumption.
- e) Improving quality in all operations.
- f) Improvement in house-keeping.
- g) Necessary improvement in environment.
- h) Continuously adopt better working practices.
- i) Reducing unauthorised absenteeism.
- j) Improving customers' service and delivery.
- k) Improve effective utilisation of all resources including human resources.
- l) Help attain full capacity utilisation in each plant.
- m) Redeployment, retraining and multi-skilling consistent with skill health, safety and earnings of employees would be necessary in the context of modernisation and changing requirements of the industry

- n) It is recognised by both parties that discipline at all levels is essential for smooth functioning of the Units. They, therefore, assure full co-operation for maintaining discipline and optimising production and productivity.
- o) Each Unit will mutually identify areas of wasteful practices with a view to devising specific measures for increasing operational efficiency.

3. COVERAGE:

This settlement will cover all workmen in Wage Grade I to Wage Grade VI who are on the rolls of the Company on the date of signing of this settlement.

4. DURATION:

Revised wages will be effective from 1st January, 1987 and will remain in force for a period of five years therefrom till 31st December, 1991. The other issues will be effective from the dates mentioned against each of them.

5. MINIMUM WAGE:

The minimum wage as on 1.1.1987 will be Rs. 1207/-. It includes a basic pay of Rs. 1107/- and Fixed Dearness Allowance of Rs. 100/- and Variable Dearness Allowance — zero.

This minimum wage is at the AICPI of 672 points (1960 = 100).

6. INTERIM RELIEF:

The interim relief and consequential benefits paid and recoveries effected from 1.1.1986 to 31.12.1986 will be treated as final. However, the amount of Provident Fund due from the workers will be recovered if not already done. Interim Relief and consequential payments thereon paid from 1.1.1987 onwards will be adjusted against the final payments due under the settlement.

7. WAGE STRUCTURE:

The wage structure effective from 1.1.1987 is as at Annexure-I.

8. DEARNESS ALLOWANCE:

Dearness Allowance will consist of two elements viz., Fixed Dearness Allowance (FDA) and Variable Dearness Allowance (VDA) with effect from 1.1.1987.

8.1 Fixed Dearness Allowance:

Amount of FDA will vary with slabs of pre-revised basic pay. Following will be the FDA against basic pay slabs (pre-revised):

Basic pay slabs (pre-revised) 1983 scales (in rupees)	Amount of FDA		
	From 1.1.87 to 30.4.88 (in rupees)	From 1.5.88 to 30.4.89 (in rupees)	From 1.5.89
Upto 700	100.10	200.10	
701-1000	120.10	220.10	
			701-800 220.10
			801-900 240.10
			901-1000 260.10
1001-1100	180.10	280.10	
1101-1200	240.10	340.10	
1201-1300	360.10	460.10	
1300 & above	420.10	520.10	

Whenever there is a change in notional pre-revised basic pay on account of drawal of increments/promotions of any workmen and if it involves a change in pay slabs as indicated above, the corresponding amount of FDA will be made available.

8.2 Variable Dearness Allowance:

VDA on AICPI Index of 672 as on 1.1.1987 will be zero. This shall be increased/decreased every quarter according to the shift in the AICPI for industrial workers (Base 1960 = 100) at Rs. 1.65 per point under the existing method of calculation of Dearness Allowance, from time to time.

- 8.3 If any change in the rate of neutralisation and/or base year for AICPI is decided/announced by Government of India and made applicable to Central Public Sector Undertakings following industrial DA pattern, the same shall govern payment of VDA in this Company, in terms of the Government decision.

FIXATION OF PAY IN THE REVISED WAGE GRADES:

Fixation of pay in respect of workmen who were on the rolls of the Company as on 31.12.1986 and who continue to be on the rolls of the Company as on the date of signing of this settlement will have their pay fixed in the revised wage grades from 1.1.1987 as under:

- 9.1 An amount of Rs. 557/- from DA at AICPI 672 (1960 = 100) shall be added to basic pay as on 31.12.1986. The resultant amount shall be the basic pay in the revised grades as on 1.1.1987, and shall be fixed in the revised wage grade at the appropriate stage. In case the resultant amount does

- not coincide with a stage in the revised grade, the pay shall be fixed at the next higher stage.
- 9.2 If increment/promotion falls due on or after 1.1.1987, these will be given in revised scales.
 - 9.3 Workmen joining on or after 1.1.1987 shall be placed in the new wage grade.
 - 9.4 Personal Pay, if any, sanctioned as incentive for the Family Planning Scheme etc., will not be taken into account for purpose of fixation of pay, FDA etc. This will continue to be paid at the existing rates in addition to pay in the revised wage scale.
 - 9.5 Anomalies identified mutually as arising out of the wage revision shall be looked into separately.

10. LUMP SUM PAYMENT:

For the period of 1.1.1987 to 30.4.1988, a lumpsum amount of Rs. 1600/- @ Rs. 100/- per month will be paid to those workmen who were on the rolls of the Company as on 1.1.1987 and continue to be on the roll on the date of signing of this settlement.

Workmen who joined/entered the regular service of the Company on or after 1.1.1987 or those who were superannuated or died in service on or after 1.1.1987 will get this amount on prorata basis. The workers who were on leave without pay will not be entitled for lumpsum payment for the period of such leave. The lumpsum payment as above will not count for any consequential payment/benefits.

- 10.1 From 1.5.1988, the lumpsum payment of Rs. 100/- per month will be converted and merged into FDA as indicated in clause 8.1.

11. ARREARS:

- 11.1 In addition to the lumpsum payment, workmen will be eligible to receive payments on account of differences in incremental rates and fixation in the revised scales with effect from 1.1.1987 to 30.4.1988.
- 11.2 The payment of arrears comprising amounts arising out of fitment, increment, HRA, CCA, PF and other recoveries, if any, will be calculated with effect from 1.5.1988. It is agreed that calculation in respect of other payments/recoveries will not be reopened.
- 11.3 Workmen who superannuated voluntarily retired or died while in service between 1.1.1987 and the date of signing

the settlement will be eligible for arrears of wages proportionately.

12. HOUSE RENT ALLOWANCE:

12.1 From 1.1.1987 to 30.6.1989:

HRA payment shall be made at the existing rates and will be computed on notional basic pay in the pre-revised wage structure, as effective from 1.1.1983 provided that no workmen gets less HRA under this clause than what he was drawing on 1978 wage plus interim relief.

12.2 From 1.7.1989:

HRA payment shall continue to be made at the existing rates and will be computed on revised running basic pay in the wage structure as effective from 1.1.1987.

12.3 There will be no change in the existing procedures and conditions governing the payment of HRA.

13. HOUSE RENT RECOVERY FOR COMPANY ACCOMMODATION:

13.1 It is agreed to increase the existing standard/ceiling rent for accommodation provided by the Company, as follows:

			w.e.f. 1.5.89	w.e.f. 1.7.1990
13.1.1	Quarters built prior to 1960	”	by Rs. 15/-	by Rs. 20/-
13.1.2	Quarters built after 1960s but prior to 1970s	”	by Rs. 20/-	by Rs. 25/-
13.1.3	Quarters built after 1970s but prior to 1980s	”	by Rs. 25/-	by Rs. 30/-
13.1.4	Quarters built after 1980s	”	by Rs. 35/-	by Rs. 40/-

13.2 From 1.1.1987 to 30.6.1989:

House Rent Recovery shall be made at the rate of 10% of the running basic pay per month in the pre-revised wage structure of 1978 subject to the ceilings mentioned in clause 13.1

13.3 From 1.7.1989 onwards:

House Rent Recovery shall be made at the rate of 10% of running basic pay in the pre-revised wage structure of 1983 subject to the ceilings mentioned in clause 13.1.

14. CITY COMPENSATORY ALLOWANCE:

14.1 From 1.1.1987 to 30.6.1989:

CCA In 'A', 'B1', 'B2' class cities shall be made at the existing rates and will be computed on the notional basic pay in the pre-revised wage structure, as effective from 1.1.1983.

14.2 From 1.7.1989 onwards:

CCA payment shall continue to be made in 'A', 'B1' and 'B2' class cities at the existing rates and will be computed on the revised running basic pay in the wage structure as effective from 1.1.1987.

14.3 Others:

The claim for specific allowance at Tumkur, Ranibagh and Aurangabad will be discussed and settled separately within a period of six months.

15 PROVIDENT FUND:

The management agrees to increase the existing PF contribution rate as approved by the Government.

16. PENSION SCHEME:

A bi-partite committee will be constituted to recommend a Pension Scheme. The committee shall submit its report within six months. This Pension Scheme will be subject to Government's approval. In case the Government of India agrees for the implementation of the proposed scheme from 1.1.1989 or any other date, the Company will be authorised to make recoveries of contributions from workmen.

17. FRINGE BENEFITS:

All the Fringe Benefits revised and agreed to hereunder will be effective from 1.5.1989 and shall be governed as per the existing practice and conditions:

17.1 Shift Allowance:

'B' Shift	- Rs. 3/- per full shift
'C' Shift	- Rs. 4/- per full shift

17.2 Cycle Allowance:

Rs. 15/- per month.

17.3 Conveyance Allowance:

Rs. 2/- per day of attendance below 15 days or Rs. 50/- per month subject to a minimum physical attendance of 15 days per month.

17.4 Reimbursement of Conveyance Expenditure:

Scooter/Moter Cycle – Rs. 75/- p.m.
Moped – Rs. 50/- p.m.

This is on functional basis and employees in the said categories who are required to possess and maintain vehicle for discharge of official duties will be eligible for this conveyance reimbursement. Those employees who claim this reimbursement will not be eligible for company's bus pass/transport or conveyance allowance.

17.5 Reimbursement of School Fee:

Workmen will be eligible to claim reimbursement of school fee not exceeding Rs. 15/- per month per school-going child of the workmen subject to a maximum of three children upto 10+2 standard (reimbursement will be applicable from the academic year 1989-90 onwards).

17.6 Lunch/Meal Allowance:

Rs. 4/- per day.

17.7 Split Shift Allowance:

Rs. 3/- per full day of attendance.

17.8 Safe-driving Allowance:

Rs. 60/- for one accident-free year.
Rs. 120/- for two successive accident-free years.
Rs. 180/- for three successive accident-free years.

17.9 Washing Allowance:

Washing Allowance for liveried staff enhanced from Rs. 20/- to Rs. 25/- per month.

18. TRANSPORT RECOVERY:

18.1 Workmen provided with transport for commuting between residence and place of work and back will be charged for the transport usage at the following rates with effect from 1.5.1989.

Pre-revised pay slab

Below Rs. 700/-
Rs. 701/- to Rs. 999/-
Rs. 1000/- and above

Transport Recovery

Rs. 18/- p.m.
Rs. 25/- p.m.
Rs. 33/- p.m.

19. CANTEEN RATES

Canteen Rates will be revised as per Annexure II with effect from the dates indicated therein.

20. RESTRICTED HOLIDAYS:

Out of the existing 12 Festival Holidays (including National Holiday) made available to the workmen, the workmen will have the choice to opt for *Two* Restricted Holidays. Each Unit shall publish a list of such Restricted Holidays at the time of finalising the Holidays for the year for this purpose. This will be effective from 1990 onwards.

21. GENERAL:

21.1 Both sides appreciate the present difficult environment in which the Company has to operate in view of the increasing competition. They agree to take all necessary steps to continue the profitability of the organisation and maintain its premier position.

21.2 The settlement is subject to the approval of the Government of India and is the full and final settlement of all the demands raised by the Unions in their Charter of Demands and none of them shall form a point of industrial dispute during the period of this settlement. Further, the Unions agree not to reopen any of the matter provided under the settlement or to raise any fresh economic demands which involve additional burden on the Company, during the period of the settlement.

21.3 This settlement shall be in force and binding on the parties upto 31.12.1991 and thereafter also continue to remain binding on the parties until it is terminated by either party by giving in writing two months' notice of its intention to do so.

SIGNED THIS DAY THE 5TH MAY 1989 AT BANGALORE:

REPRESENTING
MANAGEMENT

(H.R. Alva)
Director, Personnel

(M. Kanna Reddy)
Director, Finance

REPRESENTING
UNIONS

(P.R. Chandrasekhar)
CNB Coordinator

(Mahadevaswamy)

(K.S. Gengan) EDW	(L. Shivalingaiah)
(G.L. Pai) EDM	(H. Subbaram)
(V.K. Gopal) CMF	(N.S. Nokhwal)
(V. Ramaswamy) (M.A. Moid Siddiqui)	(P.K. Vaid)
(B.N. Bhandary)	(Gregory Fernandes)
(M.A. Durrani)	(V.B. Cheriyan)
(V.N. Sreedharan Nair)	(T. Bal Reddy)
(K.P. Sarma)	S. Padma Rao)
(P.S. Raju)	(T.V. Narasaiah)
(V.S. Raju)	(T. Subrahmanyam)
(K. Narayanappa)	(T.S. Rama Rao)
(N.K. Mohanty)	(G. Gangaraju)
(M. Prasad)	(O.P. Sharma)
(K. Ramachandran Pillai)	(K.C. Tiwari)
(J. Chittaranjan Das)	(Somaiah)
(V.N. Tandon)	(Revanna)
(I.S. Lobo)	(D. Banerjee)
	(S.A. Kothimbir)
	(T.D. Sanwal)
	(H. Ramachandra)

(Y. Chinnappa Naidu)

(Mohd. Shah)

(Ramesh K. Bhat)

(T.H. Narasimha Murthy)

(D.S. Siddaramaiah)

(B.C. Tiwari)

(A.R. Gaikwad)

(T. Ramaiah)

WITNESSES:

1.

2.

3.

WITNESSES:

1.

2.

3.



ANNEXURE -I

GRADE	EXISTING	PROPOSED
WG I	550-11-770 (20)	1107-20-1507 (20)
WG IA	570-13-830 (20)	1127-25-1627 (20)
WG II	590-15-890 (20)	1147-30-1747 (20)
WG III	650-20-850-22-1070(10+10)	1207-40-1607-45-2057 (10+10)
WG IV	715-24-955-26-1215 (10+10)	1272-50-1772-55-2322 (10+10)
WG V	770-30-920-38-1490 (5+15)	1327-60-1627-65-1952-70-2652 (5+5+10)
WG VI	945-45-1395-50-1595 (10+4)	1502-75-1877-80-2277-85-2702 (5+5+5)

ANNEXURE-II

Sl.No.	Items	Existing Canteen Rates	Revised Canteen Rates	
			w.e.f. 1.5.89	w.e.f.1.7.91
1.	Coffee			
	a)	10 NP & 12 NP	15 NP	20 NP
	b)	15 NP	20 NP	25 NP
2.	Tea			
	a)	6 NP	10 NP	12 NP
	b)	8 NP & 10 NP	12 NP	15 NP
3.	Meals			
	a)	40 NP & 42 NP	70 NP	85 NP
	b)	50 NP	75 NP	90 NP
	c)	60 NP	80 NP	90 NP

NOTE : i) The price of other items served in the Canteen will be revised by 60% increase on the existing rates with effect from 1.5.1989 and 75% increase with effect from 1.7.1991 to be rounded off to nearest 5 paise.

ii) The above rates do not apply to the Units/offices where canteen cash subsidy in lieu of subsidised canteen facility is being given to the employees. No subsidised canteen facilities shall be admissible to such employees.

NATIONAL THERMAL POWER CORPORATION LIMITED

National Bipartite Committee Memorandum of Agreement

Names of Parties

Representing Employer S/Shri		Representing Workmen S/Shri	
1.	Rajendra Singh, Director (Personnel) NTPC		Y.D. Sharma AITUC (Central)
2.	M.M. Gulati General Manager (P&A)	2.	M.N. Jha BMS (Central)
3.	Kishore K. Sinha Dy. Gen. Manager (P&IR) C.C.	3.	M.K. Pandhe CITU (Central)
4.	O.P. Sharma Dy. Gen. Manager (P&A) BTPS	4.	S.L. Passey INTUC (Central)
5.	A.I. Bunet Dy. Gen. Manager (P&A) KSTPP	5.	Baldev Singh V.P., BTPPEU, BTPS.
6.	S.S. Roy Dy. Gen. Manager (P&A) SSTPP	6.	Ram Dayal BTPPEU, BTPS.
7.	Ch. R. Rao Dy. Gen. Manager (P&A) FSTPP	7.	S.B. Yadav Pres. BPWU, BTPS.
8.	T. Sudarsanam C.P.M. RSTPP	8.	Jagdish Chand G.S. BPWU, BTPS.
9.	R.N. Ramji C.P.M. VSTPP	9.	Chander Pal G.S., NTPCWU, BTPS.
10.	R.K. Sharma, Manager (Finance) C.C.	10.	V.P. Sharma Off. Secy., NTPCWU, BTPS.
		11.	R.B. Singh G.S. NTPCEU, SSTPP.

12. K.R. Yadav
Secy., NTPCEU, SSTPP
13. R.B. Singh
Pres. RTMU, SSTPP
14. Baij Nath
G.S. RTMU, SSTPP
15. V.C. Ottalwar
Pres., RTVKS, KSTPP.
16. D.K. Dubey
G.S., RTVKS, KSTPP.
17. Babar Salim Pasha
Pres., NTPCEU, RSTPP.
18. J. Waman
G.S., NTPCEU, RSTPP.
19. K.L. Mishra
G.S., FSTPPWU, FSTPP.
20. A.B. Dey
Treasurer, FSTPPWU,
FSTPP.

CHAPTER-I

1.0 PREAMBLE

- 1.1 The existing Wage and Benefit structure for the workmen employed in the National Thermal Power Corporation Limited (NTPC) was determined through a Memorandum of Agreement dated 12th August, 1983 and the same was due to expire on 31.12.1986.
- 1.2 Trade Unions representing workmen employed in different projects/divisions of the Corporation submitted their Charters of Demands relating to revision of wages, allowances, service conditions and other benefits etc. With the objective of arriving at a mutually agreed wage settlement, based on the above Charters of Demands, negotiations were commenced in March, 1987 in National Bipartite Committee (NBC), as constituted in December, 1982, consisting of representatives of workmen and management. In September, 1987 and October, 1988, Government of India announced payment of Interim Relief and consequential payments thereon to workers of public sector undertakings on Industrial D.A. pattern. The Interim Relief and consequential payments were made effective from 1.1.1986 and the IR amount ranged from Rs. 100 to Rs. 420 per month. The Interim Relief and consequential benefits were paid to workers in NTPC. Several meetings of NBC were held in which items incorporated in each of the Charters of Demands were discussed in detail. After discussions and negotiations, in a cordial and constructive atmosphere, an Agreement has been arrived at, the terms of which are set out as under.

TERMS OF AGREEMENT

CHAPTER-II

2.0 Scope & Coverage

- 2.1 The Agreement shall cover and be applicable to all the regular workmen of the Company including probationers drawing pay in regular Pay Scales.

CHAPTER-III

3.0 WAGE STRUCTURE

3.1 Minimum Wage

The minimum wage as on 1.1.1987 linked with AICPI 672 (1960=100) shall be Rs. 1,208/- per month comprising of Basic Pay of Rs. 1,100/- and Fixed D.A. of Rs. 108/-.

3.2 Scales of Pay

The revised Scales of Pay corresponding to existing (Pre-revised) Pay Scales are as given in Annexure-A. The new grade of W-11 comes into operation from the date of signing of Memorandum of Understanding dated 7th April, 1989.

3.3 Dearness Allowance

The Dearness Allowance will comprise of two components viz. Fixed Dearness Allowance and Variable Dearness Allowance.

3.3.1 Fixed Dearness Allowance (FDA)

The amount of Fixed Dearness Allowance will be as per Annexure-B

3.3.2 Variable Dearness Allowance (VDA)

The Variable Dearness Allowance linked to AICPI 672 (1960=100) as on 1.1.1987 has been fully merged in the revised Scales of Pay and Fixed Dearness Allowance. Beyond AICPI 672 (1960=100), VDA shall be increased/decreased @ Rs. 1.65 per point rise/fall in the quarterly average of AICPI No. (1960=100) as given below:

<u>Average Price Index for the Quarter</u>		<u>Effective Date of D.A. Revision</u>	
October-December		1st March	
January-March		1st June	
April-June		1st September	
July-September		1st December	

The recommendation of the Tripartite Committee set-up by the Government of India in the matter of revision of rate of D.A. for neutralisation of the cost of living in public sector undertakings as accepted by the Government of India will govern the D.A. payments in NTPC.

In determining the quarterly average price index number, decimal below 0.5 shall be ignored and decimal of 0.5 and above should be rounded upto the next higher integer.

3.4 Interim Relief

3.4.1 The Interim Relief and consequential benefits paid from 1.1.1986 to 31.12.1986 will not be recovered.

3.4.2 With effect from 1.1.1987 the Interim Relief as admissible at present has been included in FDA as in Annexure-B (column 3).

3.4.3 Interim Relief and consequential payments thereon made from 1.1.1987 onwards will be adjusted against final payments due under this agreement.

3.5 Lumpsum Payment

3.5.1 Workmen who were on the rolls of the Company as on 1.1.1987 and continue to be in service till the date of signing of this Agreement, will be paid a lumpsum amount arrived at the rate of Rs. 100/- per month for the period from 1.1.1987 to 31.12.1987. The workmen who joined the Company between 1.1.1987 and 31.12.1987 and continue to be in service till the date of signing of this Agreement shall be entitled to this lumpsum payment on pro-rata basis.

3.5.2 The lumpsum payment, as above, will not count for any other consequential payments/benefits.

3.5.3 With effect from 1.1.1988 the aforesaid amount of Rs. 100/- per month shall be merged into FDA as in Annexure-B (column 4).

3.6 Fitment in the Revised Scales of Pay

3.6.1 The Basic Pay of the workmen, who were on the rolls of the Company as on 1.1.1987, shall be fixed in the corresponding revised scales of pay as per the fitment method given below:

The sum of Basic Pay, D.A. & Interim Relief as on 1.1.1987, reduced by the amount of revised Fixed Dearness Allowance corresponding to existing pay range (pre-revised) as on 1.1.1987 (as shown in Annexure-B) shall be the Basic Pay in the corresponding revised scales of pay.

- 3.6.2 If an exact stage is not available in the revised scale of pay, the Basic Pay shall be fixed at the next higher stage.
- 3.6.3 Based on the above principles, fixation of pay in the corresponding revised scales of pay are shown in Annexure-C (1 to 10).

3.7 Annual Increment

On fitment in the revised scales of pay, the anniversary dates of increment of workmen shall remain unaltered at the same date as before the revision. Provided that, where on fitment to the revised scale of pay, workmen drawing pay at more than one stage of the pre-revised scale of pay get bunched at the minimum or any other stage of the revised pay scale, anniversary date of increment of workmen at the highest stage in the pre-revised pay scale shall be preponed by a period not exceeding three months and in respect of others at the lower stages the next increment shall remain unaltered.

CHAPTER-IV

4.0 OTHER ALLOWANCES AND BENEFITS

4.1 Transport Subsidy

4.1.1 Subject to the existing terms and conditions, the rate of Transport Subsidy is revised to Rs. 50/- per month for all workmen w.e.f. 1.1.1989.

4.1.2 The recovery for the Company's subsidised transport facility, at B.T.P.S. will continue to be made at the rate prevailing on the date of signing of the Agreement, till 31.12.1991.

4.2 Monthly Reimbursement of Conveyance Expenditure

4.2.1 Scheme of Monthly Reimbursement of Conveyance Expenditure for workmen, as revised and implemented w.e.f. 1.1.1989 will continue.

4.3 Washing Allowance

4.3.1 The rates of Washing Allowance are revised from Rs. 20/- to Rs. 30/- per month and from Rs. 15/- to Rs. 22/- per month for the concerned categories of workmen, w.e.f. 1.1.1989, subject to other terms and conditions regulating payment of Washing Allowance remaining the same.

4.4 Night Shift Allowance

4.4.1 The existing rate of Night Shift Allowance is revised to Rs. 5/- per night shift worked (i.e. shifts starting from 2100 hrs. or afterwards) w.e.f. 1.1.1989.

4.5 House Rent Allowance (HRA)

4.5.1 From 1.1.1987 to 31.3.1989

Subject to the existing rates and other terms and conditions, HRA payment will be made on the basis of pre-revised pay (i.e. in 1983 wage structure), provided that no workman will be paid HRA less than what he has already drawn, during this period.

4.5.2 From 1.4.1989 and onwards

Subject to existing rates and other terms & conditions, HRA will be payable, on the basis of actual pay in the revised scales.

4.6 House Rent Recovery

4.6.1 From 1.1.1987 to 31.3.1989

There will be no change in the recovery of House Rent for the above period, as already effected.

4.6.2 From 1.4.1989 and onwards

House Rent Recovery from those allotted quarters in the Company's townships will be at the existing rate (s) and will be computed on corresponding pay in the 1983 wage structure.

4.7 City Compensatory Allowance (CCA)

4.7.1 From 1.1.1987 to 31.3.1989

Subject to existing rates and other terms & conditions, CCA will be paid on the basis of pre-revised pay (i.e. in 1983 wage structure), provided that no workman will get less CCA than what he has already drawn, during this period.

4.7.2 From 1.4.1989 and onwards

Subject to existing rates and other terms & conditions, CCA will be payable on the basis of actual pay in the revised scales.

4.8 Special Compensatory Allowance (SCA)

4.8.1 Within the existing rates and other terms & conditions governing SCA, the payment of SCA will be regulated, as per Annexure-D w.e.f. 1.4.1989. The pay ranges for entitlement shall be revised corresponding to 1983 wage structure.

4.8.2 The existing amount of SCA will be protected for the existing workmen and shall remain fixed and personal in relation to place of posting.

4.9 Other Allowances, Payments and Entitlements

All other allowances, payments and entitlements linked with pay scale/basic pay shall continue to be governed, computed

and paid on the basis of the corresponding pre-revised pay scale/basic pay on the basis of the Fitment Tables as given in Annexure-C (1-10).

CHAPTER-V

5.0 MISCELLANEOUS

5.1 Matters Pertaining to Leave

5.1.1 Earned Leave:

Other conditions remaining the same, the entitlement of Earned Leave will be linked to the length of service, as below, w.e.f. 1.1.1989:

LENGTH OF SERVICE	NO. OF DAYS OF EARNED LEAVE PER YEAR
Upto 5 years	22
More than 5 years but upto 10 years	24
More than 10 years but upto 15 years	26
More than 15 years but upto 20 years	28
More than 20 years	30

5.1.2 Casual Leave:

The entitlement of the Casual Leave will also be linked to the length of service, as below w.e.f. 1.1.1989:

LENGTH OF SERVICE	NO. OF CASUAL LEAVE PER YEAR
Upto 10 years	10
More than 10 years	12

5.1.3 Special Disability Leave

Workmen who are disabled and become temporarily unfit to work on account of injuries due to accident arising out of and in the course of employment will continue to be

allowed, Special Disability Leave with full wages as per the existing Scheme. Where benefit of Special Disability Leave is availed the workmen will not be entitled to the benefits under Group Personal Accident Insurance Scheme.

5.2 Uniforms

Subject to existing terms and conditions, all employees covered under this Agreement will be issued liveries/uniforms for the summer season at the scale of two (2) sets per year, w.e.f. calendar year, 1989. Cloth material and colour of uniforms will be mutually discussed and finalised.

5.3 Festival Advance

Subject to other provisions of the Festival Advance Rules, the amount of Festival Advance shall be increased from Rs. 500/- to Rs. 1000/-.

5.4 Training & Development

- 5.4.1** Efforts will be made to provide appropriate training opportunities to workmen depending on their background and aptitude. Different packages of long-term and short-term training in various skilled trades linked with the trade test requirement will be developed and implemented. Efforts will also be made to extend adequate facilities for enabling workmen to acquire requisite qualifications of class VIIIth and Class Xth under the Employees Development Scheme already implemented.
- 5.5 Employment to one dependent of each workman who is permanently disabled or dies as a result of accident while on duty will continue to be provided as at present. Dependent for this purpose will mean spouse of the employee, his/her son or daughter or legally adopted son or daughter only.

CHAPTER-VI

QUALITY OF WORK LIFE, INDUSTRIAL PEACE AND PRODUCTIVITY

6.1 Management and Unions agree:

- a) to jointly pursue and promote industrial peace and harmony.
- b) to achieve highest efficiency and performance and productivity consistent with safety, health and other measures.
- c) to improve utilisation of all human and material resources for optimisation of construction and generation performance.

6.2 Joint Participation:

6.4.2 Joint Participative Forum has an important role to play in ensuring industrial peace and harmony and improving quality of work life. Management and the Unions agree to set up participative forums at all levels to pursue these objectives wherever required and also to revitalise the existing participative forums available in the organisation.

6.3 Framework with Union Management relationship:

6.3.1 The management and the unions recognise that cooperation between both is important to the accomplishment of excellence. They recognise that such cooperation can best be furthered by mutual understanding between the management and the representatives of workers arrived at through the process of Bipartite discussions. Both the parties, therefore, agree to pursue constitutional means of mutual discussions, negotiations, conciliation, arbitration, adjudication etc. to determine terms and conditions of service, for redressal of grievances and to promote harmonious union management cooperation on the matters of mutual interest.

6.3.2 To meet the above end, the unions and the management agree to determine the modality of representation of

representatives of workers/trade unions and various bipartite committees/forums at the local and apex level periodically, the facilities, rights and responsibilities of such representatives in order to encourage healthy and constructive trade unionism and union-management relationship.

6.4 Productivity:

6.4.1 While making unequivocal commitment to maintenance of industrial peace and improvement of generation and construction efficiency, the unions agree to:

- i) extend to the management full support and cooperation in improving productivity and discipline in the Project/ Division/Offices.
- ii) to cooperate and work out ways and means to identify and eliminate all wasteful practices.
- iii) to introduce system including revision thereof relating to time keeping, attendance procedure and gate control for ensuring attendance, punctuality etc.
- iv) to work out system of re-deployment and rotation of employees as may be required.
- v) to identify and eliminate non-uniform practices at different places.

CHAPTER-VII

7.0 HEALTH & SAFETY AT WORK

7.1 Both management and unions are committed to create a healthy and safe working environment for all employees.

7.2 Duties of Management:

The Management will provide the necessary environment for the health and safety of all the employees at their work place and agrees to:

- a) provide and maintain a safe plant and healthy working atmosphere and to take appropriate measures to improve work life of all employees;
- b) train and supervise employees with respect to safe working procedures and health care;
- c) provide necessary information to employees and the unions regarding hazards to health and safety at work;
- d) provide health assessment and surveillance of employees on a continuing basis;
- e) provide safe systems of work;
- f) provide safe place of work;
- g) provide required safety appliances; and
- h) ensure implementation and compliance of the statutory provisions on the safety, health and environment and also the ILO Health and Safety recommendations as accepted in the joint forum concerned.

7.3 Duties of Employees:

Each employee is obliged to:

- a) take reasonable care of the health and safety of himself and any others who may be affected by what he does;
- b) cooperate with management to perform or comply with his/her duties with respect to safety and health, observe

safety rules/regulations and wear safety appliances, where prescribed;

- c) to use equipments etc. as provided in the interest of health and safety; and
- d) cooperate with management in implementation of duties enumerated in clause 7.2 above.

7.4 The employees' unions will continue to:

- a) educate and cooperate with the management to educate the employees regarding their duty with respect to safety and health;
- b) participate in management's efforts on training and supervising employees to follow safe and healthy working procedures; and
- c) cooperate with management in all bipartite discussions on safety and health of employees.

CHAPTER-VIII

8.0 ISSUES TO BE DISCUSSED FURTHER

8.1 The following issues were discussed in detail:

- a) Service linked Promotion Scheme and other issues relating to promotion policy applicable to workmen;
- b) Medical reimbursement scheme in vogue, including extension of scope of medical reimbursement scheme to cover Ayurvedic and Homoeopathy system;
- c) Review of existing Construction and Generation Incentive Schemes;
- d) Badarpur related issues including Shift Allowance;

It was agreed that since these issues need more detailed examination of different aspects, they will be discussed further and finalised as soon as possible but within a period of six months.

CHAPTER-IX

9.0 IMPLEMENTATION OF THE AGREEMENT

- 9.1 Unless otherwise specified hereinbefore in the Agreement, this Agreement shall be effective from 1.1.1987 and shall continue to be valid and operative upto 31.12.1991.
- 9.2 Merely as a consequence of implementation of this Agreement, any facility, privilege, amenity, benefit, monetary or otherwise, or concession to which a workman might be entitled by way of practice or usage shall not be withdrawn, reduced or curtailed except to the extent and manner as provided for in this Agreement.
- 9.3 Except otherwise specified herein, this Agreement is in full and final settlement of all the demands and issues incorporated in the Charters of Demands.
- 9.4 The management and unions agree to implement the Agreement earnestly and in good faith. In the case of any anomalies arising out of the implementation of the settlement they will be settled after mutual consultations and discussions in the N.B.C.

ANNEXURE -A

GRADE	EXISTING PAY SCALE	REVISD PAY SCALE
(W1)	550-11-715 (15 years)	1100-20-1400 (15 years)
(W2)	580-12(5)-640-15 (10)-790 (15 years)	1125-22(5)-1235-28(10)-1515 (15 years)
(W3)	600-16-840 (15 years)	1140-28(5)-1280-30(10)-1580 (15 years)
(W4)	620-20-920 (15 years)	1155-35(5)-1330-40(10)-1730 (15 years)
(W5)	650-22-980 (15 years)	1175-40(5)-1375-45(10)-1825 (15 years)
(W6)	710-23(5)-825-25 (9)-1050 (14 years)	1225-45(5)-1450-50(10) 1950 (15 years)
(W7)	750-25(5)-875-30 (11)-1205 (16 years)	1265-50(5)-1515-55(10) 2065 (15 years)
(W8)	800-30(5)-950-35 (10)-1300 (15 years)	1315-60(5)-1615-65(10)2265 (15 years)
(W9)	880-40-1440 (14 years)	1395-70(5)-1745-80(10)-2545 (15 years)
(W10)	950-40(2)-1030-50 (10)-1530 (12 years)	1465-80(5)-1865-85(10)-2715 (15 years)
(W11)		1565-85(5)-1990-90(10)-2890 (15 years)

ANNEXURE -B

FIXED DEARNESS ALLOWANCE

Existing Pay Range (Rs.)	Revised Pay Range (Rs.)	From 1.1.1987 to 31.12.1987 (At AICPI 672)	From 1.1.1988 to 31.12.1991
1	2	3	4
Upto 649	Upto 1164	108	208
650-699	1165-1214	110	210
700	1215	120	220
701-749	1216-1264	140	240
750-799	1265-1314	150	250
800-849	1315-1364	160	260
850-899	1365-1414	170	270
900-949	1415-1464	180	280
950-999	1465-1514	190	290
1000	1515	200	300
1001-1049	1516-1564	260	360
1050-1100	1565-1615	270	370
1101-1200	1616-1715	330	430
1201-1300	1716-1815	450	550
1301 & above	1816 & above	510	610

ANNEXURE -C/1

FITMENT TABLE

Existing Scale of Pay : Rs.550-11-715
 Revised Scale of Pay :Rs.1100-20-1400

Stage No.	Existing (Rs.per month)				Revised(Rs.per month)		
	Basic Pay	D.A.	I.R.	Total	Basic Pay	D.A.	Total
1.	550	515	100	1165	1100	108	1208
2.	561	515	100	1176	1100	108	1208
3.	572	515	100	1187	1100	108	1208
4.	583	515	100	1198	1100	108	1208
5.	594	515	100	1209	1120	108	1228
6.	605	515	100	1220	1120	108	1228
7.	616	515	100	1231	1140	108	1248
8.	627	515	100	1242	1140	108	1248
9.	638	515	100	1253	1160	108	1268
10.	649	515	100	1264	1160	108	1268
11.	660	525	100	1285	1180	110	1290
12.	671	525	100	1296	1200	110	1310
13.	682	525	100	1307	1200	110	1310
4.	693	525	100	1318	1220	140	1360
15.	704	535	120	1359	1220	140	1360
16.	715	535	120	1370	1240	140	1380

ANNEXURE -C/2

FITMENT TABLE

Existing Scale of Pay : Rs.580-12-640-15-790

Revised Scale of Pay :Rs.1125-22-1235-28-1515

Stage No.	Existing (Rs.per month)				Revised(Rs.per month)		
	Basic Pay	D.A.	I.R.	Total	Basic Pay	D.A.	Total
1.	580	515	100	1195	1125	108	1233
2.	592	515	100	1207	1125	108	1233
3.	604	515	100	1219	1125	108	1233
4.	616	515	100	1231	1125	108	1233
5.	628	515	100	1243	1147	108	1255
6.	640	515	100	1255	1147	108	1255
7.	655	525	100	1280	1191	110	1301
8.	670	525	100	1295	1191	110	1301
9.	685	525	100	1310	1213	110	1323
10.	700	535	100	1335	1235	140	1375
11.	715	535	120	1370	1235	140	1375
12.	730	535	120	1385	1263	140	1403
13.	745	535	120	1400	1263	140	1403
14.	760	545	120	1425	1291	150	1441
15.	775	545	120	1440	1291	150	1441
16.	790	545	120	1455	1319	160	1479

ANNEXURE -C/3

FITMENT TABLE

Existing Scale of Pay : Rs.600-16-840

Revised Scale of Pay :Rs.1140-28-1280-30-1560

Stage No.	Existing (Rs.per month)				Revised(Rs.per month)		
	Basic Pay	D.A.	I.R.	Total	Basic Pay	D.A.	Total
1.	600	515	100	1215	1140	108	1248
2.	616	515	100	1231	1140	108	1248
3.	632	515	100	1247	1140	108	1248
4.	648	515	100	1263	1168	110	1278
5.	664	525	100	1289	1196	110	1306
6.	680	525	100	1305	1196	110	1306
7.	696	525	100	1321	1224	140	1364
8.	712	535	120	1367	1252	140	1392
9.	728	535	120	1383	1252	140	1392
10.	744	535	120	1399	1280	150	1430
11.	760	545	120	1425	1280	150	1430
12.	776	545	120	1441	1310	150	1460
13.	792	545	120	1457	1310	150	1460
14.	808	555	120	1483	1340	160	1500
15.	824	555	120	1499	1340	160	1500
16.	840	555	120	1515	1370	170	1540

ANNEXURE -C/4

FITMENT TABLE

Existing Scale of Pay : Rs.620-20-920

Revised Scale of Pay :Rs.1155-35-1330-40-1730

Stage No.	Existing (Rs.per month)				Revised(Rs.per month)		
	Basic Pay	D.A.	I.R.	Total	Basic Pay	D.A.	Total
1.	620	515	100	1235	1155	108	1263
2.	640	515	100	1255	1155	108	1263
3.	660	525	100	1285	1190	110	1300
4.	680	525	100	1305	1225	140	1365
5.	700	535	100	1335	1225	140	1365
6.	720	535	120	1375	1260	140	1400
7.	740	535	120	1395	1260	140	1400
8.	760	545	120	1425	1295	150	1445
9.	780	545	120	1445	1295	150	1445
10.	800	555	120	1475	1330	160	1490
11.	820	555	120	1495	1370	170	1540
12.	840	555	120	1515	1370	170	1540
13.	860	565	120	1545	1410	170	1580
14.	880	565	120	1565	1410	170	1580
15.	900	575	120	1595	1450	180	1630
16.	920	575	120	1615	1450	180	1630

ANNEXURE -C/5

FITMENT TABLE

Existing Scale of Pay : Rs.650-22-980

Revised Scale of Pay :Rs.1175-40-1375-45-1825

Stage No.	Existing (Rs.per month)				Revised(Rs.per month)		
	Basic Pay	D.A.	I.R.	Total	Basic Pay	D.A.	Total
1.	650	525	100	1275	1175	110	1285
2.	672	525	100	1297	1215	120	1335
3.	694	525	100	1319	1215	120	1335
4.	716	535	120	1371	1255	140	1395
5.	738	535	120	1393	1255	140	1395
6.	760	545	120	1425	1295	150	1445
7.	782	545	120	1447	1335	160	1495
8.	804	555	120	1479	1335	160	1495
9.	826	555	120	1501	1375	170	1545
10.	848	555	120	1523	1375	170	1545
11.	870	565	120	1555	1420	180	1600
12.	892	565	120	1577	1420	180	1600
13.	914	575	120	1609	1465	190	1655
14.	936	575	120	1631	1465	190	1655
15.	958	585	120	1663	1510	190	1700
16.	980	585	120	1685	1510	190	1700

ANNEXURE -C/6

FITMENT TABLE

Existing Scale of Pay : Rs.710-23-825-25-1050

Revised Scale of Pay :Rs.1225-45-1450-50-1950

Stage No.	Existing (Rs.per month)				Revised(Rs.per month)		
	Basic Pay	D.A.	I.R.	Total	Basic Pay	D.A.	Total
1.	710	535	120	1365	1225	140	1365
2.	733	535	120	1388	1270	150	1420
3.	756	545	120	1421	1315	160	1475
4.	779	545	120	1444	1315	160	1475
5.	802	555	120	1477	1360	160	1520
6.	825	555	120	1500	1360	160	1520
7.	850	565	120	1535	1405	170	1575
8.	875	565	120	1560	1405	170	1575
9.	900	575	120	1595	1450	180	1630
10.	925	575	120	1620	1450	180	1630
11.	950	585	120	1655	1500	190	1690
12.	975	585	120	1680	1500	190	1690
13.	1000	595	120	1715	1550	260	1810
14.	1025	595	180	1800	1550	260	1810
15.	1050	605	180	1835	1600	270	1870

ANNEXURE -C/7

FITMENT TABLE

Existing Scale of Pay : Rs.750-25-875-30-1205
Revised Scale of Pay :Rs.1265-50-1515-55-2065

Stage No.	Existing (Rs.per month)				Revised(Rs.per month)		
	Basic Pay	D.A.	I.R.	Total	Basic Pay	D.A.	Total
1.	750	545	120	1415	1265	150	1415
2.	775	545	120	1440	1315	160	1475
3.	800	555	120	1475	1315	160	1475
4.	825	555	120	1500	1365	170	1535
5.	850	565	120	1535	1365	170	1535
6.	875	565	120	1560	1415	180	1595
7.	905	575	120	1600	1465	190	1655
8.	935	575	120	1630	1465	190	1655
9.	965	585	120	1670	1515	200	1715
10.	995	585	120	1700	1515	200	1715
11.	1025	595	180	1800	1570	270	1840
12.	1055	605	180	1840	1570	270	1840
13.	1085	605	180	1870	1625	330	1955
14.	1115	605	240	1960	1680	330	2010
15.	1145	605	240	1990	1680	330	2010
16.	1175	605	240	2020	1735	450	2185
17.	1205	605	360	2170	1735	450	2185

ANNEXURE -C/8

FITMENT TABLE

Existing Scale of Pay : Rs.800-30-950-35-1300

Revised Scale of Pay :Rs.1315-60-1615-65-2265

Stage No.	Existing (Rs.per month)				Revised(Rs.per month)		
	Basic Pay	D.A.	I.R.	Total	Basic Pay	D.A.	Total
1.	800	555	120	1475	1315	160	1475
2.	830	555	120	1505	1375	170	1545
3.	860	565	120	1545	1375	170	1545
4.	890	565	120	1575	1435	180	1615
5.	920	575	120	1615	1435	180	1615
6.	950	585	120	1655	1495	190	1685
7.	985	585	120	1690	1555	260	1815
8.	1020	595	180	1795	1555	260	1815
9.	1055	605	180	1840	1615	270	1885
10.	1090	605	180	1875	1615	270	1885
11.	1125	605	240	1970	1680	330	2010
12.	1160	605	240	2005	1680	330	2010
13.	1195	605	240	2040	1745	450	2195
14.	1230	605	360	2195	1745	450	2195
15.	1265	605	360	2230	1810	450	2260
16.	1300	605	360	2265	1875	510	2385

ANNEXURE -C/9

FITMENT TABLE

Existing Scale of Pay : Rs.880-40-1440

Revised Scale of Pay :Rs.1395-70-1745-80-2545

Stage No.	Existing (Rs.per month)				Revised(Rs.per month)		
	Basic Pay	D.A.	I.R.	Total	Basic Pay	D.A.	Total
1.	880	565	120	1565	1395	170	1565
2.	920	575	120	1615	1465	190	1655
3.	960	585	120	1665	1535	260	1795
4.	1000	595	120	1715	1535	260	1795
5.	1040	595	180	1815	1605	270	1875
6.	1080	605	180	1865	1605	270	1875
7.	1120	605	240	1965	1675	330	2005
8.	1160	605	240	2005	1675	330	2005
9.	1200	605	240	2045	1745	450	2195
10.	1240	605	360	2205	1825	510	2335
11.	1280	605	360	2245	1825	510	2335
12.	1320	605	420	2345	1905	510	2415
13.	1360	605	420	2385	1905	510	2415
14.	1400	605	420	2425	1985	510	2495
15.	1440	605	420	2465	1985	510	2495

ANNEXURE -C/10

FITMENT TABLE

Existing Scale of Pay : Rs.950-40-1030-50-1530

Revised Scale of Pay :Rs.1465-80-1865-85-2715

Stage No.	Existing (Rs.per month)				Revised(Rs.per month)		
	Basic Pay	D.A.	I.R.	Total	Basic Pay	D.A.	Total
1.	950	585	120	1655	1465	190	1655
2.	990	585	120	1695	1545	260	1805
3.	1030	595	180	1805	1545	260	1805
4.	1080	605	180	1865	1625	330	1955
5.	1130	605	240	1975	1705	330	2035
6.	1180	605	240	2025	1705	330	2035
7.	1230	605	360	2195	1785	450	2235
8.	1280	605	360	2245	1865	510	2375
9.	1330	605	420	2355	1865	510	2375
10.	1380	605	420	2405	1950	510	2460
11.	1430	605	420	2455	1950	510	2460
12.	1480	605	420	2505	2035	510	2545
13.	1530	605	420	2555	2120	510	2630

ANNEXURE-D

PRINCIPLES OF REGULATING SPECIAL COMPENSATORY AL LOWANCE W.E.F. 1.4.1989.

Project Stage	Extent of S.C.A. Payable	
	For existing workmen (as on 1.4.1989)	For new entrants
Where no Stage is completed.	100 % of the existing rate.	100 % of the existing rate.
Completion of Stage I.	50 % of the existing rate. The remaining 50 % being drawn to be protected.	50 % of the existing rate.
Completion of Stage II.	Full protection of SCA amount being drawn.	Nil
In case there is only one Stage in Project; then on completion of this Stage.	Full protection of SCA amount being drawn.	Nil

BHARAT HEAVY ELECTRICALS LIMITED, NEW DELHI

Memorandum of Agreement

The last wage agreement which was effective from 1st September, 1982 expired on 31st August 1986. The negotiations on the demands submitted by the Unions started in December 1986. Since then a series of meetings of Joint Committee were held. After protracted negotiations following Agreement was arrived at on 5th April, 1989:

TERMS OF AGREEMENT

1. Coverage

- 1.1 The Agreement will cover all categories of employees who are covered by the negotiations in the Joint Committee.

2. Duration of Agreement

- 2.1 Revised Wages agreed to herein will be effective from 1st September, 1986 and will remain in force upto 31st December, 1991. The other issues will be effective from the date(s) mentioned against each item. Where no date is mentioned the date of effect will be 1st September, 1986.

3. Minimum Wage (Basic Pay + Dearness Allowance)

- 3.1 The Minimum Wage as on 1.9.1986 will be Rs. 1186.05 per month comprising Basic pay of Rs. 1086 and Fixed DA of Rs. 100.05 linked to All India Consumer Price Index 659 (1960=100).

4. Interim Relief

- 4.1 The Interim Relief paid from 1.1.1986 to 31.8.1986 will not be recovered. However the amount of Provident Fund due from the employees will be recovered. Interim Relief and consequential payments thereon paid from 1.9.1986 onwards

will be adjusted against final payments due under this Agreement.

5. Wage Structure

5.1 The wage structure effective from 1.9.1986 will consist of Basic Scales of Pay, Fixed Dearness Allowance and Variable Dearness Allowance.

5.1.1 Salary Grades

(a) The salary grades will be finalised by the sub-Committee of the Joint Committee constituted for this purpose within 48 hours and the grades so finalised will form part of this agreement.

(b) The revised annual incremental rates in the new wage structure shall range from Rs. 20/- to Rs. 90/- including two additional Salary Grades. The new additional salary grades will come into operation in line with the decision taken in the 64th meeting of the Joint Committee held on 28th/29th July, 1988, i.e. from 25th June 1988.

(c) The emoluments of Senior Artisans/equivalent categories will be at par with the Supervisors after the wages of the Supervisors are finalised.

5.2 Dearness Allowance

Dearness Allowance will consist of two elements viz. Fixed Dearness Allowance and Variable Dearness Allowance.

5.2.1 Fixed Dearness Allowance

Amount of Fixed DA will vary with slabs of pre-revised basic pay. Following will be the FDA against basic pay slabs (pre-revised):

Basic Pay Slabs (pre-revised)	Amount of FDA	
	From 1.9.1986 to 31.12.1987	From 1.1.88 to 31.12.1991
(Rs.)	(Rs.)	(Rs.)
Upto 700	100.05	200.05
701-1000	120.05	220.05
1001-1100	180.05	280.05
1101-1200	240.05	340.05
1201-1300	360.05	460.05
1301 and above	421.05	521.05

5.2.2 Whenever there is change in notional pre-revised basic pay on account of drawal of increments/promotion etc. of any employee and if it involves a change in the pay slabs, the corresponding amount of FDA will also change in respect of that employee.

5.3 Variable Dearness Allowance:

5.3.1 There will be no VDA upto A6/B6 salary grades as on 1.9.1986 at AICPI 659 (1960 = 100) as the total amount of DA at that Index has been merged into the basic pay. In respect of employees at A7/B7 and above the VDA will be Rs. 31/- as on 1.9.1986 at AICPI 659 (1960 = 100). Adjustment in the Variable DA for the present will be at the rate of Rs. 1.65 per point with reference to AICPI 659 (1960 = 100). The rate of VDA will be increased in line with the recommendations of the Tripartite DA Committee as accepted by the Government.

6. Fixation of pay in the revised salary grades

6.1 Fixation of pay in the revised salary grades from 1.9.1986 in respect of the employees who were on the rolls of the Company as on 31st August 1986 shall be as under:

6.1.1 An amount of Rs. 536/- from DA at AICP 659 (1960=100) shall be added to the basic pay, as on 31.8.1986. The resultant amount shall be the basic pay in the revised salary grades as on 01.09.1986, and shall be fixed in the revised salary grade at the appropriate stage. In case the resultant amount does not coincide with a stage in the revised grade, the pay shall be fixed at the next higher stage. Pay anomaly cases, if any, arising out of the fixation of pay shall be dealt with in accordance with the past practice established during the last wage revision.

7. Lumpsum Payment

7.1 For the full period from 1.9.1986 to 31.12.1987, a one time Lumpsum Payment of Rs. 1600/- will be made to employees in regular salary grades, who were on the rolls of Company on 1.9.1986 and continued to be in service on the date of signing of this agreement. Employees who have left the service of the Company after 1.9.1986 and

those who joined/entered the regular service of the company after 1.9.1986 will get this amount on a prorata basis. The employees who were on Leave Without Pay will not be entitled for the Lumpsum Payment for the period of such leave. The Lumpsum Payment as above will not count for any consequential Payment/benefit.

8. House Rent Allowance

8.1 From 1.9.1986 to 31.3.1989

8.1.1 HRA Payment shall be made at the existing rates and will be computed on the notional basic pay in the pre-revised wage structure, as effective from 01.09.1982, provided that no employee gets less HRA under this clause than what he was drawing on 1978 wage plus Interim Relief.

8.2 From 1.4. 1989

8.2.1 HRA payment shall continue to be made at the existing rates, and will be computed on the revised basic pay in the wage structure, as effective from 1.9.1986.

8.3 There will be no change in the existing procedure and conditions governing the payment of HRA.

9. House Rent Recovery for Company Accommodation

9.1 From 1.9.1986 to 31.3. 1989

9.1.1 House Rent Recovery shall be made at the existing rates and will be computed on the notional basic pay in the wage structure, as effective from 1.9.1978.

9.2 From 1.4.1989

9.2.1 House Rent Recovery shall continue to be made at the existing rates and will be computed on the notional basic pay the pre-revised wage structure, as effective from 1.9.1982.

9.3 There will be no change in the existing procedure and conditions governing House Rent Recovery.

10. City Compensatory Allowance

10.1 From 1.9.1986 to 31.3.1989

10.1.1 CCA Payments in "A" & "B1" class cities shall be made

at the existing rates and will be computed on the notional basic pay in the pre-revised wage structure, as effective from 01.09.1982.

10.2 From 1.4.1989

10.2.1 CCA payment shall continue to be made in "A" & "B1" Class cities at the existing rates, and will be computed on the revised basic pay in the wage structure, as effective from 1.9.1986.

10.3 Payment of CCA for the period from 1.9.1986 to 31.3.1989 in B2 Class cities will be at the existing rates if pay is below Rs. 965/- and if pay is Rs. 965/- or more CCA will be equivalent to the amount by which pay falls short of Rs. 984/-; from 1.4.1989 the CCA will be at the same rates if the pay is below Rs. 1501/- and if the pay is Rs. 1501/- or more CCA will be equivalent to the amount by which pay falls short of Rs. 1520/-.

11. Location Allowance

11.1 Employees in receipt of Location Allowance will continue to get the same at the existing rates and conditions. The ceiling limits for eligibility will be as follows:

From 1.9.1986 to 31.3.1989	- Rs. 965
From 1.4.1989 onwards	- Rs. 1501

12. Night Shift Allowance

12.1 Rs. 5/- will be paid from 1.4.1989 per night for shifts ending at 1200 hrs or beyond subject to other conditions in force.

13. Cycle Allowance

13.1 The revised rate of Cycle Allowance from 1.4.1989 will be Rs. 15/- per month, subject to other conditions of payment as in force.

14. Festival Advance

14.1 The amount of Festival Advance will be raised to Rs. 750/- effective from 1.4.1989, subject to existing conditions for the grant of advance and recovery.

14. Conveyance Reimbursement

- 15.1 It is agreed that coverage for conveyance reimbursement will be raised to 75% w.e.f. 1.4.1989. Other conditions for payment etc. of the conveyance reimbursement shall remain unchanged.

16. Provident Fund

- 16.1 The management agrees to increase the existing PF contribution rate of 8.33% to 10% subject to Government approval, effective from the date so notified in the approval.

17. Pension Scheme

- 17.1 A Sub-Committee of the Joint Committee will be constituted to discuss and finalise Pension Scheme. The Sub-Committee will submit its Report within 3 months. It is agreed that the effective date of introduction of Pension Scheme will be 1.1.1989, subject to Government approval.

18. A Sub-Committee of the Joint Committee will be constituted to consider and finalise the following issues:

- (1) Transport Subsidy
- (2) Canteen Subsidy
- (3) Education-School Fee
- (4) Welding Allowance/Hot Mill Allowance....

19. Both sides appreciate the present difficult environment in which BHEL has to operate in view of the low order book position. They agree to take all necessary steps to continue the profitability of the Organisation and maintain its premier position.

20. This Agreement is, as usual, subject to the approval of the Government.

SIGNED AT NEW DELHI on the 5th Day OF April 1989.

APPENDIX 'A'**Bharat Heavy Electrical Ltd.****SALARY GRADES
(TECHNICAL GROUP)**

EXISTING GRADES		REVISED GRADES
A1	550-11- 715 15	1086-20-1386 15
A2	565-13- 643-15-823 6 12	1101-23-1239-26-1551 6 12
A3	610-16- 706-18-904 6 11	1146-27-1308-30-1638 6 11
A4	630-20- 690-22-976 3 13	1166-32-1262-36-1730 3 13
A5	675-24-1083 17	1211-40-1891 17
A6	755-28- 951-30-1191 7 8	1291-45-1606-48-1990 7 8
A7	800-32- 864-37-1345 2 13	1336-50-1436-56-2164 2 13
A8	880-42- 964-48-1492 2 11	1416-62-1540-70-2380 2 12
A9	965-52-1225-55-1665 5 8	1501-75-1876-83-2706 5 10
A10	NEW SALARY GRADES	1601-85-2026-88-2906 5 10
A11	NEW SALARY GRADES	1726-90-3076 15
VARIABLE DEARNESS ALLOWANCE AT AICPI 659 (1960=100)		NIL UPTO A VI Rs 31 FOR A VII & ABOVE

GNEWSCALE

**SALARY GRADES
(NON TECHNICAL GROUP)**

	EXISTING GRADES	REVISED GRADES
B1	550-11- 715 15	1086-20-1386 15
B2	560-13- 781 17	1096-23-1487 17
B3	610-16- 722-18-938 7 12	1146-27-1335-30-1695 7 12
B4	635-20- 695-23-1063 3 16	1171-32-1267-37-1859 3 16
B5	675-24-1083 17	1211-40-1891 * 17
B6	760-28- 900-33-1230 5 10	1296-45-1521-51-2031 5 10
B7	800-32- 864-37-1345 2 13	1336-50-1436-56-2164 2 13
B8	880-42- 964-48-1492 2 11	1416-62-1540-70-2380 2 12
B9	965-52-1225-55-1665 5 8	1501-75-1876-83-2706 5 10
B10	NEW SALARY GRADES	1601-85-2026-88-2906 5 10
B11	NEW SALARY GRADES	1726-90-3076 15
VARIABLE DEARNESS ALLOWANCE AT AICPI 659 (1960 = 100)		NIL UPTO B VI Rs 31 FOR B VII & ABOVE

HINDUSTAN PAPER CORPORATION LTD.

The revised minimum wage as per the final understanding reached at Calcutta on June 2, 1989 between the management and workmens' representatives of Hindustan Paper Corporation Limited, a central public sector enterprise, is Rs. 1046.60 per month as on January 1, 1987 at consumer price index 672 (1960=100), inclusive of a fixed dearness allowance of Rs. 1.65.

The settlement, effective from January 1, 1987 to December 31, 1991, does not provide for the recovery of the interim relief and consequential benefits paid for the period from January 1, 1986 to December 31, 1986.

MEMORANDUM OF UNDERSTANDING BETWEEN HINDUSTAN PAPER CORPORATION LIMITED

75-C Park Street, Calcutta-700 016

AND

THE WORKMEN OF

Head Office at Calcutta, Registered Office at New Delhi, Nagaon Paper Mill, Cachar Paper Mill, Hindustan Newsprint Limited and Nagaland Pulp & Paper Company Limited being represented by their Representative Union(s).

1.0. PREAMBLE

- 1.1. Whereas the existing wage structure of the workmen employed in Hindustan Paper Corporation Limited, i.e., Corporate Office (including Registered Office at Delhi and Marketing Offices), Nagaon Paper Mill, Cachar Paper Mill and Subsidiary Units viz. Hindustan Newsprint Ltd. Kerala and Nagaland Pulp & Paper Co. Limited, Nagaland, is based on the agreement arrived at centrally on June 20, 1984 at Calcutta, was for a period of four years effective from 1.1.1983 to 31.12.1986.
- 1.2. Whereas the Unions had a meeting on November 11, 1986 at Calcutta and submitted a common Charter of Demands dated November 11, 1986 simultaneously giving a notice for the termination of previous agreement with effect from 1.1.1987.

- 1.3. Whereas it was agreed to have common wage negotiation centrally for uniform wage structure for the workmen employed in the aforesaid units bilateral negotiations were held in February 1987 at Ernakulam/HNL and several joint conferences were held thereafter on bipartite basis at Delhi, Calcutta etc and in the final round of discussions on 2.6.1989 at Calcutta, the following settlement was reached.
- 1.4. Whereas the parties agreed that a substantial portion of the wage increase will be met by cost reduction, wastage reduction and increase in production and in accordance with the procedure laid down by Government, a comprehensive proposal has to be worked out jointly before it is considered by the HPC Board/Government.
- 1.5. The negotiations were held in a most cordial atmosphere and consensus has been arrived at with regard to the points contained in the Charter of Demands and the following understanding has been reached.

2.0 SCOPE & COVERAGE.

- 2.1. The Settlement shall cover all categories of workmen in regular scales of pay as on December 31, 1986 engaged in HPC Corporate Office (including Registered Office and Marketing Offices), Nagaon Paper Mill, Cachar Paper Mill, Hindustan Newsprint Ltd. and Nagaland Pulp & Paper Co. Limited and who continue to be on the rolls of the Corporation on the date of signing of the Settlement.
- 2.2. The workmen who joined on or after 1.1.1987 and who continue to be on the rolls of the company on the date/dates of signing of final settlement would also be brought on the corresponding revised scales of pay from the date of their joining protecting their pre-revised emoluments.

3.0. PERIOD OF SETTLEMENT

- 3.1. Unless otherwise specified hereinafter, the settlement would be in force from 1.1.1987 to 31.12.1991.
- 3.2. The settlement shall be effective from 1.1.1987 so far as the revision of Pay Scales and Dearness Allowance are concerned. Provisions regarding other allowances will be effective from the dates as specified in each case.
- 3.3. It will be open to the Unions to submit fresh Charter of

Demands, if any, but not earlier than six months before the expiry of the Settlement. However, no demand which relates to the period covered by this settlement shall be entertained.

- 3.4. The Settlement is in full and final settlement of all the demands raised by the Unions in their Charter of Demands.

4.0. WAGE STRUCTURE

4.1. Minimum Wage

The revised minimum wage consisting of basic pay and DA (Fixed Dearness Allowance and Variable Dearness Allowance) as on 1.1.1987 will be linked to AICPI 672 (1960 = 100). For new entrant in the lowest pay scale, the minimum wage as on 1.1.1987 would be Rs. 1036.60 comprising of basic pay of Rs. 1035.00 and fixed DA of Rs. 1.60.

4.2. Scale of Pay

The revised scale of pay effective from 1.1.1987 corresponding to the existing pay scale should be as indicated in Annexure-I.

5.0. DEARNESS ALLOWANCE

- 5.1. The Dearness Allowance shall comprise of the components viz. Fixed Dearness Allowance and Variable Dearness Allowance.

5.2. Fixed Dearness Allowance (FDA)

The amount of Fixed Dearness Allowance relating to the preremised basic pay slabs shall be as per Annexure-I.

5.3. Variable Dearness Allowance (VDA)

The Variable Dearness Allowance linked to AICPI 672 (1960 = 100) as on 1.1.1987 shall be zero.

- 5.4. The revision of VDA will take place once in a quarter as on 1st April, 1st July, 1st October and 1st January with reference to the average quarterly increase or decrease of the second preceding quarter as explained hereunder:

Average All-India Consumer Price Index for the Quarter

Effective date of Da Revision

October, November & December	1st April
January, February & March	1st July
April, May & June	1st October
July, August & September	1st January

For determining the average price index number for the three-monthly period as indicated above, decimal below 0.5 shall be ignored and decimal of 0.5 and above shall be rounded off to the next integer.

- 5.5. The rate of increase or decrease in the quantum of VDA beyond AICPI 672 shall be @ Rs. 1.65 per point rise and fall in the quarterly average of AICPI (1960 = 100) for the corresponding period. The rate of neutralisation will stand amended from time to time as per the decision of the Government of India on the recommendation of the Tripartite Committee constituted for this purpose in case the same is made applicable to Central PSEs following Industrial DA pattern.

6.0. FITMENT IN THE REVISED SCALE OF PAY

- 6.1. Fitment of basic pay of the existing workmen on the rolls of the Corporation as on 31.12.1986 in the pre-revised scales of pay and who continue to be on the rolls of Corporation shall be as per the fitment table to be notified before signing of the final settlement.
- 6.2. The fitment of pay of existing workmen, in the revised scales of pay shall be done as under:
The sum of basic, FDA and VDA at AICPI 672 (as on 1.1.1987) under the prerevised pay structure plus an amount of Rs. 100/- as assured benefit minus Rs. 1.60 shall be the revised basic pay as on 1.1.1987 in the corresponding revised scales of pay. If an exact stage is not available in the revised pay scale, the basic pay shall be fixed at the next higher stage.
The above amount of 1.60 will be merged in the revised fixed DA slabs as shown in Annexure-I.
- 6.3. The existing workmen on the rolls of the Corporation as on 31.12.1986 will get an additional increment in the revised scale of pay as on 1.1.1989.

- 6.4. The normal date of annual increment of workmen shall not be affected by pay fitment in the revised pay scales except as provided for below.

As per the fitment table certain workmen drawing pay at two different stages in the existing pay scales are fixed at the same stage in the corresponding revised scales. If in such cases, the normal date of annual increment of a workman at the lower of two stages, falls earlier, the date of increment of the workman, if any, at the higher stage will be advanced so that he does not draw less basic pay in the revised scale than the workman at the lower stage in the existing pay scales. The date of annual increment so advanced shall thereafter be the normal date of annual increment.

- 6.5 The revised scales of pay shall replace the corresponding existing scales of pay for entitlement of houses owned by the Corporation/Units/Subsidiaries.

7.0. STAGNATION INCREMENT

- 7.1. If any worker reaches maximum of the pay scale during the currency of the wage period, he may be allowed Stagnation Increment at the applicable rate of increment at a periodicity once in two years, subject to maximum of two increments. The first stagnation increment will be allowed after two years, from the date of receipt of the last increment in the running pay scale. This will be effective from January 1, 1987.

8.0. INTERIM RELIEF

- 8.2. The Interim Relief and consequential benefits paid from 1.1.1986 to 31.12.1986 will not be recovered. However, the amount of Provident Fund due from the employees will be recovered.
- 8.2. Interim Relief and Consequential Payments thereon made from 1.1.1987 onwards will be adjusted against final payments due under this settlement.

8.3. Lumpsum Payment

Workmen who were on the rolls of the company as on 31.12.1986 and continue to be in service till date of signing this agreement will be paid a lumpsum amount arrived at @ Rs. 100/- per month for the period from 1.1.1987 to

31.12.1988. The workmen, who were on the rolls of the company between 1.1.1987 and 31.12.1988 shall be entitled to this lumpsum amount on a pro-rata basis. The lumpsum payment as above will not count for any other consequential payments/benefits. With effect from 1.1.1989, the aforesaid amount of Rs. 100/- per month shall be merged into FDA. The employees who were on leave without pay will not be entitled for the lumpsum payment for the period of such leave.

The table of FDA is given in Annexure-I.

ALLOWANCES

9.0. HOUSE RENT ALLOWANCE

9.1. HRA will continue to be at the existing rates and other terms and conditions on the pre-revised Basic Pay plus Interim Relief and Rs. 100/- upto 31.12.1988 and on the revised Basic Pay minus Rs. 100/- with effect from 1.1.1989.

A Class Cities (Delhi, Bombay and Calcutta)	30% of basic pay
A Class Cities (Madras, Hyderabad, Bangalore, Ahmedabad)	25% of basic pay
B-1 & B-2 Class Cities (including Trivandrum, Ernakulam and Guwahati)	15% of basic pay
Other Places (including adjoining places to Projects/Mills)	10% of basic pay

9.2. HRA at the above rates will be paid to all workmen other than those provided with company accommodation, subject to the overall ceiling of payment of HRA without production of rent receipt, as follows:

A Class Cities	Rs. 1,000.00
B-1 & B-2 Class Cities	Rs. 500.00
Other Cities	Rs. 300.00

10.0. HOUSE RENT RECOVERY

10.1. Where Company accommodation has been provided, the existing percentage of recovery towards House Rent will be with reference to the revised basic pay minus Rs. 100/- with effect from 1.1.1989, subject to the existing amount of ceiling of the maximum rent applicable to the similar type of accommodation or the standard rent, whichever is lower.

10.2. Where hostel type accommodation (including Ir. Hostel, if any) has been provided or where the accommodation is shared, the rate of recovery would be as per the existing rate of the revised basic pay minus Rs. 100/- w.e.f. 1.1.1989 subject to the existing amount of ceiling of the maximum rent.

10.3. There will be no change in the recovery of house rent on revision for the period from 1.1.1987 to 31.12.1988.

11.0. CITY COMPENSATORY ALLOWANCE

Class A	6% of the revised basic pay minus Rs. 100/- subject to a ceiling of Rs. 100/-.
Class B-1 (including Jaipur, Lucknow & Patna)	4.5% of revised basic pay minus Rs. 100/- subject to a ceiling of Rs. 75/-.
Class B-2 (including Guwahati and Cochin)	3.5% of revised basic pay minus Rs. 100/- subject to a ceiling of Rs. 20/-.

This will be effective on revised basic pay from 1.1.1989.

12.1. NAGALAND INNERLINE COMPENSATORY ALLOWANCE

12.1. The rate of Special Compensatory Allowance being paid in Nagaland as ILCA will be revised as under w.e.f. 1.1.1989.

Pay Range	Rate of ILCA
Basic Pay below Rs. 950/-	Rs. 125.00 p.m.
Rs. 950-1499	Rs. 200.00 p.m.
Rs. 1500-1999	Rs. 275.00 p.m.
Rs. 2000-2999	Rs. 400.00 p.m.

The above rate of ILCA will be payable on the revised basic pay minus Rs. 100/-.

This matter will be taken up with Govt. of India for further instructions for implementation.

13.0. PROJECT ALLOWANCE

13.1. Since Nagaon Project has gone into production and the construction stage is already over, the quantum of Project Allowance being drawn as on 31.12.1986 will be stopped as was done in the case of HNL and NPPC, i.e. 50 per cent of the amount will be deducted in equal instalments during the wage period and the remaining 50 per cent will be treated as Special Allowance. Similar procedure would be followed in case of Cachar Paper Mill w.e.f. 1.1.1988.

13.2. The Special Allowance drawn by the employees at HNL and NPPC will not be counted for any consequential benefit.

14.0. CONVEYANCE ALLOWANCE/REIMBURSEMENT OF LOCAL TRAVELLING EXPENSES

14.1. The conveyance allowance being paid to the eligible employees at the rate of Rs. 30/- per month will now be revised to Rs. 36/- per month.

14.2. Reimbursement of conveyance expenses will be made to the workman who possess and maintain Moped/Scooter/Motor Cycle for discharging their duties on the following rates subject to their fulfilling other conditions as prescribed. Reimbursement would be on functional need basis and would require sanction of the Chief Executive/MD in each individual case.

14.3. The above revised rate and/or allowance, as introduced, will be effective from the date of signing of the final settlement.

	<i>Category of workmen in the pre-revised Scale</i>	<i>Type of Vehicle maintained</i>	<i>Ceiling of Reimbursement</i>
(i)	Rs. 600-960 Rs. 635-1150 Rs. 690-1225	Motor Cycle/ Scooter (100 cc and above)	Rs. 160.00
(ii)	Rs. 525-765 Rs. 550-960	Motor Cycle/ Scooter	Rs. 105.00
(iii)	Others	Moped (less than 100 cc) type of vehicle	Rs. 60.00

If a workman at (i) & (ii) above maintains Moped, he will get Rs. 70.00 per month.

14.4. Workmen to whom reimbursement of local travelling expenses is sanctioned on functional need basis will not be eligible for any fixed conveyance allowance. The above revised rates and for allowance, as introduced, will be effective from the date of Signing of the Settlement.

14.3. Workmen to whom reimbursement of local travelling expenses is sanctioned on functional need basis will not be eligible for any fixed conveyance allowance.

15.0. SHIFT ALLOWANCE

15.1. Workers who are in rotating shift may be paid shift allowance subject to sustained level of production at the following rate:

'A' Shift	Re. 1.00
'B' Shift	Rs. 2.00
'C' Shift	Rs. 3.50

The revised rate of shift allowance will be paid with effect from the date of signing of settlement at HNL, NPM and CPM.

16.0. WASHING ALLOWANCE

16.1. The Washing Allowance would be paid to the workmen who have been provided with liveries/uniform. The revised rate of washing allowance will be applicable with effect from the date of final settlement.

General Category	Rs. 12/- per month
Para-medical staff and Bearers of Guest House	Rs. 18/- per month

16.2. The washing allowance will, however, be payable subject to the condition that the workmen wear uniforms, while they are on duty.

17.0. CHILDREN EDUCATION ALLOWANCE

17.1. It was agreed that the existing rate of Children Education Allowance may be continued.

Primary School	Rs. 10/- per child p.m.
Secondary/High School	Rs. 15/- per child p.m.
Maximum reimbursement to an individual employee not to exceed Rs. 50.00 per month.	

18.0. CASH HANDLING ALLOWANCE

18.1. HPC is following the rates prescribed by the Government of India in this regard. It was agreed that Cash Handling Allowance as recommended by the Fourth Pay Commission may be extended to the eligible employees in HPC on the following rates:

<i>Amount of Average monthly Cash Handling</i>	<i>Rate of Spl. Pay</i>
Upto Rs. 75,000/-	Rs. 50.00
Rs. 75,001/- to Rs. 2,00,000/-	Rs. 75.00
Rs. 2,00,001/- to Rs. 5,00,000/-	Rs. 100.00
Over Rs. 5,00,000/-	Rs. 125.00

19.0. SPECIAL ALLOWANCE FOR PHYSICALLY HANDICAPPED

19.1. It was agreed that the rate prescribed by the Government with regard to the conveyance allowance to the physically handicapped persons may continue to be followed. The Government has since revised the rate and ceiling to this effect and accordingly the revised rate and ceiling will be 5 per cent of revised basic pay subject to a maximum ceiling of Rs. 100/- per month w.e.f. 1.4.1987.

20.0. OVERTIME ALLOWANCE

20.1. No change in the present practice was agreed as the overtime is regulated as per the Statutory provisions.

21.1. LEAVE TRAVEL CONCESSION

21.1. It was agreed that an employee and members of his/her family may be allowed to avail LTC under the following options from the new block year, i.e. 1988-89 and 1990-91 or 1988-91 and so on.

Two visits to Home Town in a block of four years or one visit to Home Town and one visit to anywhere in India without mileage restriction.

22.0. UNIFORM

22.1. As at present, the uniform are being provided to the workmen in all the units to the entitled category of workmen. The types of the uniform being given in different units have been determined taking into account the local conditions. It was agreed that there was no need to make any change in this regard.

23.0. MEDICAL BENEFITS

23.1. There are company hospitals in Nagaland, Nagaon and Cachar. The existing medical facilities may continue and augmented wherever necessary.

23.2. As regards HNL, the workmen are covered under ESI. The Unions pointed out the ESI facilities were not very satisfactory and wanted the management to look into this.

23.3. In Calcutta and Delhi, employees are getting the treatment from private medical practitioners and getting the reimbursement as per the rules. It was agreed that reimbursement of hospitalisation would be permitted on production of relevant vouchers as per the existing rules.

24.0. SPECIAL INCREMENT FOR UNDERGOING FAMILY PLANNING OPERATION

24.1. According to the existing rules, Special Increment is granted to employee who undergo sterilisation operation in the form of Personal Pay not to be absorbed in future increase in Pay. The Unions wanted that the increment granted as Personal Pay should be equivalent to increment admissible on revision of pay scales. It was clarified that the amount as Personal Pay will remain fixed and will not be changed on revision of pay scales unless such increment was granted on or after 1.1.1987 i.e., the date when revised pay scales were made effective.

25.0. EMPLOYMENT OF CHILDREN/NEAR RELATIVE OF EMPLOYEES IN CASE OF DEATH WHILE IN EMPLOYMENT

25.1. It was agreed that the existing practice will continue to be followed which is given hereunder:

The company will provide job subject to qualifications and suitability in the existing vacancies to the dependent son/daughter/widow of an employee in the following eventualities:

1. Fatal Accident while on duty;
2. Death while in Service;
3. Permanent total disablement while in service.

Provided that the family of the employee is in immediate need of assistance, there being no earning member in the family.

26.G. TA/DA

26.1. Since TA/DA applies only in respect of those employees who are sent on tour, it was agreed that any change in TA/DA would be examined separately and put up to the Board. The Unions pointed out that the daily allowance for some category of employees was meagre and should be raised.

27.0. PERMANENT TRAVELLING ALLOWANCE

27.1. It was agreed to maintain the status-quo for the present.

28.8. HAZARDOUS JOB ALLOWANCE

29.0. MILK ALLOWANCE

29.1. The Management regretted to introduce such allowance. However, from the safety of the workmen working in Chlorine

Handling, Chipper House, Hypo Plant, Boiler, etc., if any special precautions are required to be taken to avoid any health hazard, the same would be considered by the Management and steps taken. The unions agreed to furnish a list of such category of employees for consideration and examination.

30.0. ACCIDENT BENEFITS

30.1. The workers who are covered under ESI in HNL are eligible for benefits available under the Act. In other cases of workers in the factory, the Workmen's Compensation Act provides for compensation for accidents.

The Unions wanted that where a workman is neither governed by ESI nor by Workmen's Compensation Act because of the pay being drawn by him, he should also be given extended benefits. It was agreed to examine it.

31.0. GROUP INSURANCE

31.1. The Group Savings Linked Insurance Scheme applicable to Central Government Employees was discussed. It was revealed that our existing scheme where the company bears the expenses towards premium is more beneficial to the employee.

A D V A N C E S

32.0. HOUSE BUILDING ADVANCE

32.1. It was agreed that grant of House Building Advance, may be regulated subject to the availability of funds as per the existing rules, which are based on the Central Government HBA Rules as amended from time to time. Possibilities of getting financial assistance from any Public Financial Institutions recognised by Government in this regard may also be explored. In that event, the company may consider subsidising the differential interest payable by the employees.

33.0. CONVEYANCE ADVANCE

33.1. It was agreed that the existing ceiling of advance for the purchase of conveyance may continue, i.e. Rs. 8,500/- for Scooter/Motor Cycle, Rs. 4,000/- for Moped and Rs. 600/- for Cycle.

34.0. FESTIVAL ADVANCE

34.1. The present rate of festival advance is Rs. 450/-. The Unions demanded that this amount should be increased to

the extent of Rs. 1,000/-. It was finally agreed to raise the amount to Rs. 650/- on the existing terms and conditions to all employees in the workmen category.

35.0. MEDICAL ADVANCE

35.1. It was agreed that the existing ceiling of Rs. 1,000/- may continue as per Government of India Rules.

36.0. PROVIDENT FUND

It was agreed that in case the Government of India raises the present rate of contribution above 8.33 per cent in respect of workmen of Public Sector Undertaking the same should be applicable to HPC.

37.0. GRATUITY

Payment of Gratuity to the workmen is being regulated as per the Payment of Gratuity Act/HPC Gratuity Rules.

38.0. DEATH RELIEF FUND

38.1. The Management has no objection in case employees form a death-cum-superannuation fund wherein they may contribute a fixed amount on a monthly basis.

39.0. STANDARDISATION OF SCALES

39.1. Although the designations and relative pay scales/grade are more or less on the uniform pattern in the various units of the Corporation, there are a few cases where the variation still exist. It was agreed that these should be studied and the designations/gradations standardised. Standardisation may mean both either giving a proper scale related to the job or changing designation where the scale is not in line with the existing designation. An exercise in this regard had already been taken up. It was agreed that a Standardisation Committee may be formed in this regard to look into it further.

40.0. TRAINING & DEVELOPMENT

40.1. All out efforts will be made by the Management to provide training opportunities for improvement in the performance of the job for workmen depending on their background and aptitude. Where a workman on his own, with the prior permission of the management taken up a study for appearing in any recognised examination, related to his job or for improvement of his performance, the management will give special casual leave for the days of the examination subject

to production of necessary documents in this regard. Such leave will be limited for two attempt for each examination. Redeployment, wherever necessary in the context of modernisation or changing requirement of the industry will be resorted to.

40.2. Government directive for SC/ST Ex-Servicemen etc. will be followed.

41.0. PRODUCTIVITY & INDUSTRIAL PEACE

41.1. It is recognised by both parties that discipline at all levels is essential for the smooth functioning of the plants, zonal marketing offices and CHQ at Calcutta. They, therefore, assure full cooperation for maintaining discipline and optimising production and productivity.

41.2. Based on the above parametres, each plant and office will mutually identify areas of wasteful practices and expenditure with a view to devising specific measures for increasing operational efficiency and reducing cost.

41.3. The unions and management agree to cooperate in minimising overtime and absenteeism to the maximum extent possible.

42.0. SAFETY

42.1. It was agreed that the Safety Committee will have the representatives of the Workmen and the recommendations of the Committee would be considered for implementation by the Management.

43.0. PENSION SCHEME

43.1. A bi-partite committee will be constituted to recommend a Pension Scheme. The Committee shall submit its report within six months. This Pensions Scheme will be subject to Government's approval. In case the Government of India agrees for the implementation of the proposed Scheme from 1.1.1989 or any other date, the company will be authorised to make recoveries of contrubutions from workmen.

44.0. GENERAL

44.1. A bi-partite Committee will be constituted with the Members from CHQ, Local Management and from respective Trade Unions for examining the proposals on the following demands:

- (i) Acting Allowance
 - (ii) Hazardous/Milk Allowance
 - (iii) Implementation of Welfare Fund
 - (iv) Promotion Policy
 - (v) Standardisation of Pay Scales
 - (vi) Leave
- 45.0. The Fitment table are given as examples. In case there is any arithmetical mistakes or any anomaly, the same would be rectified.
- 46.0. Pending issue of orders relating to other entitlements linked to the basic pay/emoluments under the revised pay structure and except where it has already been specified, the same will continue to be regulated with reference to the existing slabs of pay/pay limits.
- 47.0. As a result of this wage revision w.e.f. 1.1.1987, there will be no fresh calculation/arrear with regard to overtime, TA/with DA, LTC and such other allowances as are related to or connected with the basic pay in case of allowance/benefits specifically indicated herein.
- 48.0. During the implementation of the settlement, cases of anomalies regarding pay fixation in the revised pay scales would be sorted out by a Committee consisting of one representative each from the Finance and P&A Departments of the Unit concerned.
- 48.1. Where any anomaly could not be resolved, the same may be referred to the Corporate Office for final decision.
- 49.0. This Agreement/Understanding is subject to the approval of Government of India and any payments due under this MOU will be payable after the signing of the Settlement.
- 50.0. The Charter of Demands of MNPM Unions will be considered for settlement to bring it in line with HPC.

ANNEXURE-I

Existing/Revised Pay Scales

<i>Existing Scale</i>	<i>Corresponding Revised Scales</i>
1. Rs. 400-8-480-10-530 (15 Yrs.)	Rs. 1035-20-1235-22-1345 (15 Yrs.)
2. Rs. 425-10-525-12-585 (15 Yrs.)	Rs. 1065-22-1285-26-1415 (15 Yrs.)

3. Rs. 450-12-570-14-640 (15 Yrs.)	Rs. 1095-26-1355-30-1475 (14 Yrs.)
4. Rs. 480-14-620-16-700- 18-754 (18 Yrs.)	Rs. 1135-30-1435-34-1707 (18 Yrs.)
5. Rs. 525-15-675-18-765 (15 Yrs.)	Rs. 1205-34-1545-38-1811 (17 Yrs.)
6. Rs. 550-18-640-20-740- 22-960 (20 Yrs.)	Rs. 1245-38-1625-41-1789- 45-1969 (18 Yrs.)
7. Rs. 600-20-740-22-960 (17 Yrs.)	Rs. 1335-48-1765-45-1990 (15 Yrs.)
8. Rs. 635-25-760-30-1150 (18 Yrs.)	Rs. 1410-50-1910-60-2330 (17 Yrs.)
9. Rs. 690-30-840-35-1225 (16 Yrs.)	Rs. 1535-60-2135-70-2555 (16 Yrs.)

Fixed Dearness Allowance

<i>Pre-revised Basic Pay Slabs</i>	<i>Amount of FDA w.e.f. 1.1.1987</i>	<i>Amount of FDA w.e.f. 1.1.1989</i>
Upto Rs. 700	Rs. 1.60	Rs. 101.60
Rs. 701-1000	Rs. 21.60	Rs. 121.60
Rs. 1001-1100	Rs. 81.60	Rs. 181.60
Rs. 1101-1200	Rs. 141.60	Rs. 241.60
Rs. 1201 and above	Rs. 261.60	Rs. 361.60

Variable Dearness Allowance

VDA at AICPI 672 (1960 = 100) as on 1.1.1987 will be zero. Rs. 100/- per month lumpsum payment from 1.1.1987 to 31.12.1988 which will be converted and merged with FDA from 1.1.1989 to 31.12.1991.

Representing Employer

Sd/- K. S. Ranganathan	Sd/- R. Deb
" G. Tripathy	" K. K. Bhattacharjee
" C. Thulasiraman	" N. R. Deb
" R. N. Bhattacharjee	" S. Acharjee
" R. Srinivasan	" A. Mazoomdar
" N. Gopalakrishnan Nair	" V. B. Cheriyann
" C. L. Gera	" V. P. Janardanan
" Humayun Ao	" T. P. Mathew
" U. C. Buragohain	" R. Chandrasekharan
" B. C. Sarkar	" P. D. Kurien

Representing Workmen

Sd/- C. L. Sarkar
" J. P. Roy
" K. K. Bhattacharyya
" A. K. Sharma
" V. Kumar
" D. Bhattacharyya
" B. Bhagawati
" B. Saikia
" H. D. Rajkhowa
" S. Ghosh
" Dipak Nath

" T. V. Joseph
" M. T. Mathew
" P. V. Janardanan Pillai
" V. J. George
" P. K. Raveendranathan
" S. Damodaran
" M. Wati Ao
" R. Dixit
" B. R. P. Singh
" M. Meren

Witness

Sd/- 1. P. S. Bhattacharjee
" 2. G. Kumar
" 3. Somen Sinha
" 4. D. K. Roy



BHARAT ELECTRONICS

FORM - H

(Under Rule 59 of the Industrial Disputes (Karnataka) Rules, 1957)

MEMORANDUM OF SETTLEMENT UNDER SECTION 12(3) AND 18(3) OF THE INDUSTRIAL DISPUTES ACT, 1947 READ WITH RULE 59 OF THE INDUSTRIAL DISPUTES (KARNATAKA) RULES, 1957 BETWEEN THE WORKMEN AND THE MANAGEMENT OF BHARAT ELECTRONICS LIMITED, BANGALORE.

REPRESENTING MANAGEMENT	REPRESENTING WORKMEN
S/Shri	B.E.E.U. S/Shri
V. K. Talithaya Chief Admin. Manager.	M. S. Krishnan, BSc, BE. President
R. Kanakaraj Manager (Indl. Relations)	M. S. Mani Vice President-I B. B. Maravalli Vice President-II Smt. Annie Jacob Vice President-III K. A. Surendranath General Secretary S. Velayudhan Jt. Secretary-I R. Shankar Reddy Jt. Secretary-II R. Muniswamy Asst. Secretary H. Venkatesh Treasurer

SHORT RECITAL OF THE CASE

WHEREAS the settlement on wages, allowances and other matters signed in 1983 expired in December 1986.

AND WHEREAS on expiry of the settlement the Unions representing workmen of various constituent Units/offices of the Company

submitted their Charter of Demands for revision of wages and other associated benefits.

AND WHEREAS negotiations were held with the Joint Wage Negotiating Committee comprising Unions of all constituent Units and office from April 1987 to May 1989.

NOW THEREFORE in pursuance of the understanding reached in the meeting held on 2nd May 1989 at Bangalore, the Management of Bharat Electronics Limited and the workmen represented by their Unions do hereby sign the settlement on the terms and conditions specified hereunder :

TERMS AND CONDITIONS OF THE SETTLEMENT

1.0 GENERAL

- 1.1 In the context of increasing competition, fast changing technological environment and the need to retain the leadership role of the company in the chosen fields of Electronics, both the Unions and the Management commit themselves to work together (i) to achieve higher levels of production, productivity and profitability; and (ii) to attain the optimum utilisation of manpower through retraining, redeployment, increased availability of the employees at the workspot, avoidance of overtime and redefining of work assignment consistent with the changing product mix and technological processes.
- 1.2 Both parties recognise the need for work discipline at all levels for organisational effectiveness and commit themselves to jointly identify and eliminate wasteful practices.

2. COVERAGE

- 2.1. The settlement will cover all regular workmen in Wage Group I to Wage Group X who were on the rolls of the company as on 1.1.1987 and who continue to be on the rolls on the date of this settlement.
- 2.2. Workmen who ceased to be employees of the company due to resignation, retirement or death during this period i.e. from 1.1.1987 to the date of this settlement will be eligible for arrears on a pro-rata basis wherever due.

3.0 EFFECTIVE DATE AND DURATION

- 3.1. This agreement will be effective for five years with effect from 1.1.1987 and will continue to be in force thereafter unless terminated by either party as per the provisions of Industrial Disputes Act, 1947.

4.0 REVISED PAY SCALES

The existing pay scales for workmen shall be revised as under with effect from 1.1.1987:

WAGE GROUP	EXISTING	PROPOSED
I	550-11-770	1107-20-1507
II	580-12-700-13-830	1137-22-1357-25-1607
III	595-13-725-15-875	1152-26-1412-30-1712
IV	630-16-790-18-970	1187-34-1527-36-1887
V	650-20-850-22-1070	1207-40-1607-45-2057
VI	665-22-885-23-1115	1222-45-1672-48-2152
VII	715-24-955-26-1215	1272-50-1772-55-2322
VIII	770-30-920-35-1305	1327-60-1627-65-2342
IX	835-35-1010-40-1490	1392-65-1717-70-2627
X	945-45-1395-50-1595	1502-75-1877-80-2277-85-2702

5.0 MINIMUM WAGE

The minimum wage as on 1.1.1987 will be Rs. 1,207/- per month comprising Basic Pay of Rs. 1,107/- Fixed DA Rs. 100/- linked to All India Consumer Price Index 672 (1960 = 100).

6.0 DEARNESS ALLOWANCE

6.1. Dearness Allowance will consist of two elements viz. Fixed Dearness Allowance (FDA) and Variable Dearness Allowance (VDA) with effect from 1.1.1987.

6.2. Fixed Dearness Allowance (FDA)

Amount of FDA will vary with slabs of pre-revised basic pay (1983 scales) as per the following table:

Basic Pay Slabs in the pre-revised (1983 scales)	Amount of F.D.A.		
	From 1.1.87 to 20.4.88	From 1.5.88 to 30.4.89	From 1.5.89 onwards
Rs.	Rs.	Rs.	Rs.
Upto 700	100	200	200
701-800	120	220	220
801-900	120	220	240
901-1000	120	220	260

1001-1100	180	280	280
1101-1200	240	340	340
1201-1300	360	460	460
1301 and above	420	520	520

- 6.3. Whenever there is change in notional pre-revised basic pay drawn by a workman on account of drawal of increment/promotion or refixation of pay or for any other reason and if it involves a change in the pay slab, the corresponding amount of fixed Dearness Allowance related to the slab will be payable in respect of the concerned workman.

6.4. Variable Dearness Allowance (VDA)

- 6.4.1. Variable Dearness Allowance as on 1.1.1987 linked to AICPI 672 (1960 series) will be zero. Adjustment in VDA will be at the rate of Rs. 1.65 per point with reference to AICPI 672 (quarterly average of July, August, and September 1986 AICPI) as per the existing practice.
- 6.4.2. If any change in the rate of neutralisation and/or base year for AICPI is decided/announced by the Government of India on the basis of recommendation of Tripartite Committee constituted for the purpose and made applicable to Central Public Sector Undertakings following the Industrial DA pattern, the same shall be made applicable to the workmen of the company.

7.0 FIXATION OF PAY

- 7.1. Fixation of pay in the revised scale for workmen who were on the rolls of the company as on 31.12.1986 shall be as under:
An amount of Rs. 557/- representing DA at AICPI 672 as on 31.12.1986 will be added to the basic pay as on 31.12.1986. The resultant amount shall be the basic pay in the revised scales of pay as on 1.1.1987. If the basic pay arrived at as above equals a stage in the revised pay scale, the pay will be fixed at that stage and if it does not, the pay shall be fixed at the next higher stage.
- 7.2. Any anomaly arising out of this method of pay fixation will be dealt with in accordance with the past practice established during the last wage revision.
- 7.3. Workmen whose increments/promotions fall due on 1.1.1987 will be first brought on to the revised scales of pay and then granted their increments/promotions in the revised pay scale.

- 7.4. The pay of workman joining after 1.1.1987 but before the date of signing the settlement will be fixed in the following manner:

An amount of Rs. 557/- representing DA at AICPI 672 will be added to his Basic Pay on the date of appointment. The resultant amount shall be his Basic Pay in the revised scale of pay on the date of joining. If the Basic Pay so arrived equals a stage in the revised scale, the pay will be fixed at that stage and if it does not, the pay shall be fixed at the next higher stage. The difference of DA drawn by him on the date of appointment and Rs. 557/- will be his VDA corresponding to Variable DA under clause 6.4.

- 7.5. Personal Pay, if any, sanctioned as incentive under Family Planning Scheme will not be taken into account for the purpose of fixation of pay. This will continue to be paid at the existing rates.

8.0 LUMP SUM PAYMENT

- 8.1. For the period from 1.1.1987 to 30.4.1988 a lumpsum of Rs. 1,600/- (at the rate of Rs. 100/- per month) will be paid to those workmen who were on the rolls of the company as on 1.1.1987 and who continue to be on the rolls on the date of signing this settlement.
- 8.2. In addition to the lumpsum amount specified in Clause 8.1. the workmen will be eligible to receive payment on account of difference in the incremental rates and the fixation in the revised scales with effect from 1.1.1987 to 30.4.1988. No other calculations for any payments/recoveries shall be reopened unless specifically provided elsewhere in this settlement. From 1.5.1988 onwards arrears will be calculated on actual basis.
- 8.3. Workmen who joined the regular services of the company after 1.1.1987 or those who ceased to be employed in the company due to superannuation, resignation or death on any day during the period: 1.1.1987 to 30.4.1988 will get this amount on pro-rata basis.
- 8.4. Workmen who were on leave without pay or absent without leave will not be entitled for lumpsum payment for the period of such leave.
- 8.5. The lumpsum payment shall not count for any consequential benefits.
- 8.6. From 1.5.1988 the lumpsum payment of Rs. 100/- per

month will be converted and merged into FDA as per sub-clause 6.2.

9.0 INTERIM RELIEF

- 9.1. The Interim Relief along with consequential benefits paid from 1.1.1986 to 31.12.1986 will not be recovered.
- 9.2. Interim Relief and consequential payments thereon paid from 1.1.1987 onwards will be adjusted against final payment due under this settlement.
- 9.3. The Interim Relief will be converted to and merged in Fixed Dearness Allowance from 1.1.1987 as per sub-clause 6.2.

10.0 HOUSE RENT ALLOWANCE

- 10.1. From 1.1.1987 to 30.6.1989.

HRA will be paid at the existing rates but the computation of the amount shall be on the notional basic pay in the pre-revised (1983) scale of pay. However, if by virtue of this clause, a workman starts drawing less HRA than what he was drawing on 1978 scale of pay + IR, the difference will be protected.

- 10.2. From 1.7.1989 onwards HRA will continue to be paid at the existing rates but computed on the basic pay in 1987 scales of pay.
- 10.3. All other procedures and conditions governing the payment of HRA will remain unchanged.

11.0 HOUSE RENT RECOVERY

- 11.1. From 1.1.1987 to 30.6.1989, the amount of House Rent Recovery will be 10% of notional basic pay in the corresponding 1978 scale or the company wide pooled standard rent whichever is less.
- 11.2. From 1.7.1989 onwards, the amount of House Rent Recovery will be 10% of notional basic pay in the corresponding 1983 scale or the company wide pooled standard rent whichever is less.

11.3 SPECIAL DISPENSATION IN RESPECT OF OLD HOUSE IN BANGALORE COMPLEX NEEDING MODIFICATION

- 11.3.1 From 1.1.1987 to 30.4.1989 the amount of House Rent Recovery will be 10% of notional basic pay in the corresponding 1978 scales or the existing nominal rent whichever is less.

- 11.3.2 From 1.5.1989 to 30.6.1989 the amount of House Rent Recovery will be 10% of notional basic pay in the corresponding 1978 scale of pay or 75% of the companywide pooled standard rent whichever is less.
- 11.3.3 From 1.7.1989 to the date of completion of modification, the amount of House Rent Recovery will be 10% of notional basic pay in the corresponding 1983 scales of pay or 75% of companywide pooled standard rent whichever is less.
- 11.3.4 From the date of completion of modification, the amount of House Rent Recovery will be 10% of the notional basic pay in the corresponding 1983 scales of pay or companywide pooled standard rent whichever is less.
- 11.3.5 Other rules governing the House Rent Recovery will remain unchanged.

Explanation:

For the purpose of clause 11.0, the companywide pooled rent shall be calculated as per the following formula:

$$\text{Monthly companywide pooled rent} = \frac{0.06 \times \text{Plinth area of the House occupied in sq. mt.} \times \text{Total cost of construction of all houses in company}}{12 \times \text{Total Plinth area of all the house in sq. mt.}}$$

12.0 CITY COMPENSATORY ALLOWANCE (CCA)

12.1 From 1.1.1987 to 30.6.1989 the amount of CCA will be calculated on the notional basic pay in the pre-revised corresponding (1983) pay scales as follows:

- 'A' Class 6% of basic pay subject to a maximum of (i) Rs. 75 per month from 1.1.1987 to 31.3.1987 and (ii) Rs. 100 per month from 1.4.1987 onwards.
- 'B1' Class 4.5% of basic pay subject to a maximum of (i) Rs. 50 per month from 1.1.1987 to 31.3.1987 and (ii) Rs. 75 per month from 1.4.1987 onwards.
- 'B2' Class 3.5% of basic pay subject to a maximum of (i) Rs. 10 per month from 1.1.1987 to 31.3.1987 and (ii) Rs. 20 per month from 1.4.1987 onwards.

12.2 From 1.7.1989 onwards amount of CCA will be calculated on the basic pay in the year 1987 pay scales as follows:

A Class 6% of basic pay subject to a maximum of Rs. 100 per month.

'B1' Class 4.5% of basic pay subject to a maximum of Rs. 75 per month.

'B2' Class 3.5% of basic pay subject to a maximum of Rs. 20 per month.

12.3 Area allowance

In Kotdwara and Machilipatnam where CCA is not payable, an Area Allowance at the rate of Rs. 20 per month per employee will be payable.

13.0 PROVIDENT FUND

The Management agrees to increase the existing Provident Fund contribution from 8.33% to 10% (with matching contribution from workman) subject to Notification by the Government of India.

14.0 PENSION SCHEME

A Bipartite Committee of Joint Wage Negotiation Committee will be constituted to discuss and formulate a Pension Scheme. Implementation of the Pension Scheme will be subject to the Government approval. If the Government of India agrees for the implementation of the scheme from 1.1.1989 or from any other date, the company will be authorised to effect recoveries of arrears of contribution.

15.0 FRINGE BENEFITS

The following revised rates will be effective from 1.5.1989 subject to existing procedures, rules and conditions.

15.1 SHIFT ALLOWANCE

B Shift-Rs. 3 per shift

C Shift-Rs. 4 per shift

15.2 BICYCLE ALLOWANCE

Rs. 15 per month

15.3 CONVEYANCE ALLOWANCE

Rs. 50 per month subject to deduction for absence as per the existing practice.

15.4 REIMBURSEMENT OF CONVEYANCE EXPENDITURE

Scooter/Motor Cycle Rs. 75 per month

Moped Rs. 50 per month

It is agreed that reimbursement of conveyance expenditure will be allowed to all workmen in Wage Group V and above. In respect of employees belonging to new Units where Company transport has not been provided, the norms of eligibility will be relaxed and all the employees irrespective of the wage group to which they belong will be entitled to reimbursement of conveyance expenditure under this clause.

15.5 REIMBURSEMENT OF SCHOOL FEES

Rs. 15 per month per child for a maximum of three children upto 10+2 level applicable from the academic year 1989-90 onwards.

15.6 LUNCH REIMBURSEMENT

Rs. 4 per day of attendance wherever applicable.

15.7 TURNOUT ALLOWANCE

Rs. 25 per month to eligible employees.

16.0 RECOVERIES

16.1 Transport Recovery

The existing rate will be increased by 66.7% and rounded off to the nearest rupee with effect from 1.5.1989. Other terms and conditions will remain unchanged.

16.2 Canteen Rates

The existing rates of recovery in Canteen will be increased by 60% from 1.5.1989 and by 75% with effect from 1.7.91.

17.0 The settlement is in full and final settlement of all the demands raised by the Unions in their Charter of Demands and none of them shall form a point of industrial dispute during the period of this settlement. No other demand having financial implications will be raised during the period of this settlement.

SIGNED THIS DAY 17TH JULY, 1989 AT BANGALORE.

PAY FIXATION CHART

Wage GroupI		Wage GroupII		Wage GroupIII		Wage GroupIV		Wage GroupV	
OLD	NEW	OLD	NEW	OLD	NEW	OLD	NEW	OLD	NEW
550	1107	580	1137	595	1152	630	1187	650	1207
561	1127	592	1159	608	1178	646	1221	670	1247
572	1147	604	1181	621	1178	662	1221	690	1247
583	1147	616	1181	634	1204	678	1255	710	1287
594	1167	628	1203	647	1204	694	1255	730	1287
605	1167	640	1203	660	1230	710	1289	750	1327
616	1187	652	1225	673	1230	726	1289	770	1327
627	1187	664	1225	686	1256	742	1323	790	1367
638	1207	676	1247	699	1256	758	1323	810	1367
649	1207	688	1247	712	1282	774	1357	830	1407
660	1227	700	1269	725	1282	790	1357	850	1407
671	1247	713	1291	740	1308	808	1391	872	1447
682	1247	726	1291	755	1334	826	1391	894	1487
693	1267	739	1313	770	1334	844	1425	916	1487
704	1267	752	1313	785	1360	862	1425	938	1527
715	1287	765	1335	800	1360	880	1459	960	1527
726	1287	778	1335	815	1386	898	1459	982	1567
737	1307	791	1357	830	1412	916	1493	1004	1567
748	1307	804	1382	845	1412	934	1493	1026	1607
759	1327	817	1382	860	1442	952	1527	1048	1607
770	1327	830	1407	875	1442	970	1527	1070	1652
665	1222	715	1272	770	1327	835	1392	945	1502
687	1267	739	1322	800	1387	870	1457	990	1577
709	1267	763	1322	830	1387	905	1522	1035	1652

PAY FIXATION CHART

Wage Group VI		Wage Group VII		Wage Group VIII		Wage Group IX		Wage Group X	
OLD	NEW	OLD	NEW	OLD	NEW	OLD	NEW	OLD	NEW
731	1312	787	1372	860	1447	940	1522	1080	1652
753	1312	811	1372	890	1447	975	1587	1125	1727
775	1357	835	1422	920	1507	1010	1587	1170	1727
797	1357	859	1422	955	1567	1050	1652	1215	1802
819	1402	883	1472	990	1567	1090	1652	1260	1877
841	1402	907	1472	1025	1627	1130	1717	1305	1877
863	1447	931	1522	1060	1627	1170	1787	1350	1957
885	1447	955	1522	1095	1692	1210	1787	1395	1957
908	1492	981	1572	1130	1692	1250	1857	1445	2032
931	1492	1007	1572	1165	1757	1290	1857	1495	2117
954	1537	1033	1622	1200	1757	1330	1927	1545	2117
977	1537	1059	1622	1235	1822	1370	1927	1595	2197
1000	1582	1085	1672	1270	1887	1410	1997		
1023	1582	1111	1672	1305	1887	1450	2067		
1046	1627	1137	1722			1490	2067		
1069	1627	1163	1722						
1092	1672	1189	1772						
1115	1672	1215	1772						

MINUTES OF THE MEETING HELD BETWEEN THE MANAGEMENT AND OFFICE BEARERS OF THE NEGOTIATING TRADE UNIONS ON 15-7-1989 AT 5.00 PM AT HEAD OFFICE

REPRESENTING MANAGEMENT	REPRESENTING WORKMEN
S/Shri	BEEU S/Shri
Capt. S.Prabhala(Retd.) CHAIRMAN & MANAGING DIRECTOR	M.S.Krishnan,B.Sc.,BE. PRESIDENT
S.Krishnan, DIRECTOR(FINANCE)	M.S.Mani, VICE PRESIDENT-I
Teotia M.S. DIRECTOR(PERSONNEL)	B.S.Maravalli, VICE PRESIDENT-II
V.K. Talithaya, CHIEF ADMIN.MANAGER	K.A.Surendranath, GEN.SECRETARY
A.Ananthachari, ADDL.GENL.MANAGER(P&IR)	S.Velayudhan Jt.SECRETARY-I
R.Kanakaraj, MANAGER(I.R)	R.Muniswamy, ASST.SECRETARY
	H.Venkatesh. TREASURER

Certain points were raised by the Negotiating Trade Unions with regard to different Clauses in the Draft Settlement. The relevant Cl. Nos. and the agreed points are given below:

CLAUSE NUMBER	AGREED POINTS
1.2	It was agreed that Management would review the policy of Sub Contracting jobs and examine the question of ensuring work load.
2.2	The employees who were discharged (Simplicitas) and
8.3	who have taken voluntary retirement will also be

eligible for the benefit of this settlement for the period of their service from 1.1.87 to the date of cessation of their service.

3.1 It is clarified that this Agreement will be valid for a period of 5 years from 1.1.87 to 31.12.1991.

6.4.2 The Unions expressed their reservation about the change of "Base Year" to 1982 series on Consumer Price Index. They reserved their right to take up the issue at the appropriate level.

7.2 Any anomaly arising out of "pay fixation" as per the settlement will be mutually discussed and settled keeping in view the 1983 Wage Settlement formula.

9.1 The amount of "Adhoc" already recovered for the period 1.1.1986 to 31.12.1986 or part thereof, will be refunded.

15.1 It is clarified that:

- (a) Shifts for which Rs. 2/- is paid as "Shift Allowance" will be treated as 'B' Shift and Shifts for which Rs. 2.50 is paid as 'C' Shift for this purpose.
- (b) Employees in 10.30 AM to 6.45 PM Shift will be paid Rs. 1.50 as Shift Allowance.

17.0 It is clarified that with regard to the last sentence of this Clause, the words "demands having financial implications" mentioned therein do not include disputes raised under the Industrial Dispute Act 1947.

(V.K. Talithaya)
Chief Administrative Manager

(K.A. Surendranath)
Gen. Secretary, BEEU

(A. Ananthachari)
Additional General Manager(p)

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GIC

REVISION OF PAY SCALES AND OTHER SERVICE CONDITIONS OF SUPERVISORY, CLERICAL AND SUBORDINATE STAFF OF THE GENERAL INSURANCE INDUSTRY PROPOSALS TO REACH THE CONCLUSIONS FOR SUBMISSION TO THE GOVT. OF INDIA FOR APPROVAL (WITHOUT PREJUDICE) FINAL OFFER ON 27TH MARCH, 1989.

1. PAY SCALES (LINKED TO AICPI: 600):

1.1 SUB-STAFF:

Rs. 815-25 (1)-840-35 (1)-875-35 (12)-1260-40
(5)-1460-50 (1)-1510 (19 years).

1.2 DRIVERS:

Rs. 930-35 (2)-1000-40 (13)-1520-45 (2)-1610-5C
(4)-1810 (21 years)

1.3 RECORD CLERKS:

Rs. 930-35 (2)-1000-40 (5)-1200-50 (6)-1500-60
(6)-1860-70 (2)-2000 (21 years).

1.4. ASSISTANTS:

Rs. 1000-50 (1)-1050-60 (2)-1170-70 (4)-1450-80
(6)-1930-100 (2)-2130-120 (6)-2850 (21 years).

1.5 STENOGRAPHERS:

Rs. 1390-80 (4)-1710-100 (2)-1910-110 (1)-2020-120
(12)-3460 (19 years).

1.6 SENIOR ASSISTANTS:

Rs. 1390-80 (4)-1710-100 (2)-1910-110 (1)-2020-120
(12)-3460 (19 years)

1.7 SUPERINTENDENTS (Run-off cadre):

Rs. 1910-110 (1)-2020+120-(14)-3700 (15 years).

2. FITMENT:

Fitment will be on stage to stage basis. If, however, net take home pay i.e. Basic + D.A. Less P.F. is not protected on stage to stage basis the fitment will be at next higher stage at which the net take home pay gets protected.

3. DEARNESS ALLOWANCE:

- 3.1 Revision of Dearness Allowance will be made for every 4 points in the quarterly average of All India Consumer Price Index (Base Year 1960 = 100) over 600 points as under:
- 3.2 Class-IV Employees 0.67% of basic salary.
- 3.3 All Employees other than Class-IV employees (Class-III employees).

Basic Salary	Rate of D.A. for every 4 points
i) Upto Rs. 1650	: 0.67% of basic salary.
ii) Rs. 1650 to 2850	: 0.55% of balance of basic salary in excess of Rs. 1650.
iii) Above Rs. 2850	: 0.33% of balance of basic salary in excess of Rs. 2850.

4. HOUSE RENT ALLOWANCE:

10% of basic salary with a maximum of Rs. 300/- per month. Employees who are allotted staff quarters shall not be entitled to any House Rent Allowance but they shall pay such licence fee as may be prescribed.

5. CITY COMPENSATORY ALLOWANCE:

City Compensatory Allowance will be payable at the following rates:

- 5.1 7% of basic salary subject to maximum of Rs. 150 per month for places with population exceeding 12 lacs and also at other centres as at present.
- 5.2 4% of basic salary subject to maximum of Rs. 100 per month for places with population of 5 lacs and over but not exceeding 12 lacs and State capitals with population less than 12 lacs, Chandigarh, Pondicherry and Port Blair and also at other centres as at present.
- 5.3 No City Compensatory Allowance at other centres.

NOTE: The population figures stated above shall be as per 1981 census figures.

6. PROVIDENT FUND: 10% of basic salary.

7. GRATUITY: As at present.

8. STAGNATION INCREMENTS:

- (i) Superintendents: No stagnation increment.
- (ii) Senior Assistant, Stenographers: One increment for every three years service completed after reaching the maximum of the scale.
Maximum number of stagnation increments: 2.
- (iii) Employees in the scale of Assistant, Record Clerk, Driver and other Sub-staff: One increment for every two years service completed by the employee after reaching the maximum of the scale. Maximum number of Stagnation Increments: 3.

9. ALLOWANCE FOR TECHNICAL QUALIFICATIONS

[Effective from date of Amendment (1-10-1987) as proposed now]:

Examination	Allowance per month
9.1 Insurance Institute of India/ Chartered Insurance Institute London	
9.11 Licentiate	Rs. 40/-
9.12 Completion of Associateship	Rs. 120/-
9.13 Completion of Fellowship	Rs. 200/-
9.2 Institute of Actuaries, London For Passing each subject	Rs. 40/- per subject
9.3 Institute of Chartered Accountants and I.C.W.A.	
9.31 Completion of Intermediate Examination	Rs. 80/-
Completion of Final Group 'A' or Group 'B'	Rs. 150/-
9.33 Completion of Final Examination	Rs. 200/-

10. GRADUATION ALLOWANCE: (Effective from 1-4-1989)

Rs. 130/- per month from 1-4-1989 or date of Graduation or the date of confirmation in the scale of Assistant whichever is later. Allowance will be payable only to such employees in the scale of Assistant who have not received Graduation Increment/Qualification Pay for Graduation.

- i) Those who have received Graduation increment would be paid allowance of Rs. 65/- after one year reaching last stagnation and on completion of two years Rs. 130/-,

- ii) Employees already stagnated on or before 1-4-1988 will receive Rs. 65/- effective from 1-4-1989 and from 1-4-1990 Rs. 130/-,
- iii) Those Graduates who joined after 21-9-1984 and not received graduation increment will receive Rs. 130/- from 1-4-89 60 per cent of the allowance will qualify for PF, Gratuity, HRA and also for fitment on promotion.
Record Clerk will receive Rs. 80/- on Graduation as an incentive from 1-4-89 on getting promotion to the grade on Asstt; incentive allowance will be made graduation allowance of Rs. 130/-.
Graduation Allowance will be treated as special allowance and 60 per cent of the same will qualify for PF, Gratuity, HRA; and also for Fitment purposes on promotion.

11 FUNCTIONAL ALLOWANCE:

Employees engaged in any of the following functions as their regular and main function shall be paid a functional allowance as indicated below:

- 11.1 Subordinate Staff working as Liftmen, Machine Operators, Head Peons, Jamadars, Daftaries, AC Plant Operators, Heavy Vehicle Drivers, Key Holders or Generator Operators: Rs. 50/- p.m.,
- 11.2 Subordinate Staff carrying cash to or from Bank where the amount of cash carried during a calendar month is ordinarily Rs. 25,000/- or more Rs. 50/- p.m.,
- 11.3 Cashier handling cash in an Office where the total amount of cash transactions during a calendar month is ordinarily Rs. 25,000/- or more Rs. 115/- p.m.,
These Allowances will be treated as special allowance and 60 per cent of the same will qualify for PF, Gratuity, HRA, and also for Fitment purpose on promotion.
- 11.4 Telex Operators, Punch Card Operators and Unit Record Machine Operators: Rs. 45/- p.m.,
- 11.5 Comptists: Rs. 45/- p.m.,
- 11.6 Stenographers to Chairman of the Corporation, Managing Directors, General Managers, Assistant General Managers and equivalent positions: Rs. 60/- p.m.,
- 11.7 Audit Assistants: Rs. 200/- p.m.,

11.8 Data Entry Operators: Rs. 100/- p.m.,

11.9 Programmers: Rs. 150/- p.m.

12. HILL STATION ALLOWANCE:

Hill Station Allowance will be payable at the following rates:

- 12.1 Employees posted at places situated at height 1500 mtrs. and over above HSL. @ 7% of basic salary subject to maximum of Rs. 150 per month.
- 12.2 Employees posted at places situated at height of 1000 mtrs. and over but less than 1500 mtrs. above MSL, at Mercara, and at the places where Hill Station Allowance is being paid by Corporation/Company at present @ 5% of basic salary subject to maximum of Rs. 125 per month.

13. KIT ALLOWANCE: Kit allowance at Rs. 500/-.

14. SPECIAL AREA ALLOWANCE:

10% of basic salary subject to existing minimum and maximum limits.

15. CASUAL LEAVE/ADDITIONAL CASUAL LEAVE:

- (1) Casual Leave to be reduced to 12 days.
(2) Additional Casual Leave to be withdrawn.

This item was withdrawn by management as they are not pressing now.

16. DATE OF EFFECT: 1-10-1987 Except otherwise stated above.

17. DURATION OF REVISED SCALES OF PAY:

To remain in force initially upto 1-10-1992 and thereafter unless modified by Central Govt.

SUB-STUFF

REVISED SALARY AS ON 1st APRIL 1989

Stage	Existing Basic	Revised Basic	M=55 D.A.	@10% H.R.A.	@7% C.C.A.	Revised Gross Salary	Existing Gross Salary	Diff. of Gross Salary	Difference of P.F.	Difference Including P.F.	Net Take Home Difference
1.	430.00	815.00	300.30	81.50	57.05	1253.85	1142.52	111.33	38.50	149.83	75.83
2.	440.00	840.00	309.65	84.50	58.80	1292.45	1168.16	124.29	40.00	164.29	84.29
3.	450.00	875.00	322.30	87.50	61.25	1346.05	1193.80	152.25	42.50	194.75	109.75
4.	470.00	910.00	335.50	91.00	63.70	1400.20	1245.08	155.12	44.00	199.12	111.12
5.	490.00	945.00	348.15	94.50	66.15	1453.80	1296.36	157.44	45.50	202.94	111.94
6.	510.00	980.00	361.35	98.00	68.60	1507.95	1348.44	159.51	47.00	206.51	112.51
7.	530.00	1015.00	374.00	101.50	71.05	1561.55	1401.32	160.23	48.50	208.73	111.73
8.	550.00	1050.00	387.20	105.00	73.50	1615.70	1454.20	161.50	50.00	211.50	111.50
9.	570.00	1085.00	399.85	108.50	75.95	1669.30	1506.48	162.82	51.50	214.32	111.32
10.	590.00	1120.00	412.50	112.00	78.40	1722.90	1559.96	162.94	53.00	215.94	109.94
11.	610.00	1155.00	425.70	115.50	80.85	1777.05	1612.84	164.21	54.50	218.71	109.71
12.	630.00	1190.00	438.35	119.00	83.30	1830.65	1665.72	164.93	56.00	220.93	108.93
13.	650.00	1225.00	451.55	122.50	85.75	1884.80	1718.60	166.20	57.50	223.70	108.70
14.	670.00	1260.00	464.20	126.00	88.20	1938.40	1771.48	166.92	59.00	225.92	107.92
15.	690.00	1300.00	479.05	130.00	91.00	2000.05	1824.36	175.69	61.00	236.69	114.69
16.	710.00	1340.00	493.90	134.00	93.80	2061.70	1877.24	184.46	63.00	247.46	121.46
17.	730.00	1380.00	508.75	138.00	96.60	2123.35	1930.12	193.23	65.00	258.23	128.23
18.	750.00	1420.00	523.05	142.00	99.40	2184.45	1938.00	201.45	67.00	268.45	134.45
19.	770.00	1460.00	537.90	146.00	102.20	2246.10	2034.28	211.82	69.00	280.82	142.82
20.	790.00	1510.00	556.60	151.00	105.70	2323.30	2085.56	237.74	72.00	309.74	165.74
21.	810.00	1560.00	574.75	156.00	109.20	2399.95	2107.56	292.39	75.00	367.39	217.39
22.	830.00	1610.00	593.45	161.00	112.70	2477.15	2129.56	347.59	78.00	425.59	269.59
23.	850.00	1660.00	611.60	166.00	116.20	2553.80	2151.56	402.24	81.00	483.24	321.24

DRIVER :

REVISED SALARY AS ON 1st APRIL 1989

Stage	Existing Basic	Revised Basic	M=55 D.A.	@10% H.R.A.	@7% C.C.A.	Revised Gross Salary	Existing Gross Salary	Diff. of Gross Salary	Difference of P.F.	Difference Including P.F.	Net Take Home Difference
1.	490.00	930.00	342.65	93.00	65.10	1430.75	1296.36	134.39	44.00	178.39	90.39
2.	510.00	965.00	355.85	96.50	67.55	1484.90	1348.44	136.46	45.50	181.96	90.39
3.	530.00	1000.00	368.50	100.00	70.00	1538.50	1401.32	137.18	47.00	184.18	90.18
4.	550.00	1040.00	383.35	104.00	72.80	1600.15	1454.20	145.95	49.00	194.95	96.95
5.	570.00	1080.00	398.20	108.00	75.60	1661.80	1506.48	155.32	51.00	206.32	104.32
6.	590.00	1120.00	412.50	112.00	78.40	1722.90	1559.96	162.94	53.00	215.94	109.94
7.	610.00	1160.00	427.35	116.00	81.20	1784.55	1612.84	171.71	55.00	226.71	116.71
8.	630.00	1200.00	442.20	120.00	84.00	1846.20	1665.72	180.43	57.00	237.48	123.48
9.	650.00	1240.00	457.50	124.00	86.80	1907.85	1719.60	189.25	59.00	248.25	130.25
10.	670.00	1280.00	471.90	128.00	89.60	1969.50	1771.48	198.02	61.00	259.02	137.02
11.	690.00	1320.00	486.20	132.00	92.40	2030.60	1824.36	206.24	63.00	269.24	143.24
12.	710.00	1360.00	501.05	136.00	95.20	2092.25	1877.24	215.01	65.00	280.01	150.01
13.	730.00	1400.00	515.90	140.00	98.00	2153.90	1930.12	223.78	67.00	290.78	156.78
14.	750.00	1440.00	530.75	144.00	100.80	2215.55	1983.00	232.55	69.00	301.55	163.55
15.	775.00	1480.00	545.60	148.00	103.60	2277.20	2047.10	230.10	70.50	300.60	159.60
16.	800.00	1520.00	559.90	152.00	106.40	2338.30	2096.56	241.74	72.00	313.74	169.74
17.	830.00	1565.00	576.95	156.50	109.55	2408.00	2129.56	278.44	73.50	351.94	204.94
18.	860.00	1610.00	593.45	161.00	112.70	2477.15	2162.56	314.59	75.00	389.59	239.59
19.	890.00	1660.00	611.16	166.00	116.20	2553.36	2195.56	357.80	77.00	434.80	280.80
20.	920.00	1710.00	630.30	171.00	119.20	2630.50	2228.56	401.94	79.00	480.94	322.94
21.	950.00	1760.00	648.45	176.00	123.20	2707.65	2264.00	443.65	81.00	524.65	362.65
22.	980.00	1810.00	667.15	181.00	126.70	2784.85	2333.60	451.25	83.00	534.95	368.25
23.	1010.00	1860.00	685.30	186.00	130.20	2861.50	2403.20	458.30	85.00	543.30	373.30
24.	1040.00	1910.00	704.00	191.00	133.70	2938.70	2472.80	465.90	87.00	552.90	378.90
25.	1070.00	1960.00	722.15	196.00	137.20	3015.35	2542.40	472.95	89.00	561.95	383.95

RECORD CLERK :

REVISED SALARY AS ON 1st APRIL 1989

Stage	Existing Basic	Revised Basic	M=55 D.A.	@10% H.R.A.	@7% C.C.A.	Revised Gross Salary	Existing Gross Salary	Diff. of Gross Salary	Difference of P.F.	Difference Including P.F.	Net Take Home Difference
1.	490.00	930.00	342.65	93.00	65.10	1430.75	1321.36	109.39	44.00	153.39	65.39
2.	510.00	965.00	355.85	96.50	67.55	1484.90	1372.64	112.26	45.50	157.76	66.76
3.	530.00	1000.00	368.50	100.00	70.00	1538.50	1423.92	114.58	47.00	161.58	67.58
4.	550.00	1040.00	383.35	104.00	72.80	1600.15	1475.20	124.95	49.00	173.95	75.95
5.	570.00	1080.00	398.20	108.00	75.60	1661.80	1526.48	135.32	51.00	186.32	84.32
6.	590.00	1120.00	412.50	112.00	78.40	1722.90	1577.76	145.14	53.00	198.14	92.14
7.	610.00	1160.00	427.35	116.00	81.20	1784.55	1629.04	155.51	55.00	210.51	100.51
8.	630.00	1200.00	442.20	120.00	84.00	1846.20	1680.32	165.88	57.00	222.98	108.88
9.	650.00	1250.00	460.90	125.00	87.50	1923.40	1731.60	191.80	60.00	251.80	131.80
10.	670.00	1300.00	479.05	130.00	91.00	2000.05	1784.88	215.17	63.00	278.17	152.17
11.	690.00	1350.00	497.20	135.00	94.50	2076.70	1838.16	238.54	66.00	304.54	172.54
12.	710.00	1400.00	515.90	140.00	98.00	2153.90	1891.44	262.64	69.00	331.46	193.46
13.	730.00	1450.00	534.60	145.00	101.50	2231.10	1944.72	286.38	72.00	358.38	214.38
14.	765.00	1500.00	552.75	150.00	105.00	2307.75	2037.96	269.79	73.50	343.29	196.29
15.	800.00	1560.00	574.75	156.00	109.20	2399.95	2116.56	283.39	76.00	359.39	207.39
16.	835.00	1620.00	596.75	162.00	113.40	2492.15	2158.56	333.59	78.50	412.09	255.09
17.	870.00	1680.00	617.10	168.00	117.60	2582.70	2200.56	382.14	81.00	463.14	301.14
18.	905.00	1740.00	635.25	174.00	121.80	2671.05	2242.56	428.49	83.50	511.99	344.99
19.	950.00	1800.00	653.40	180.00	126.00	2759.40	2299.00	460.40	85.00	545.40	375.40
20.	995.00	1860.00	671.55	186.00	130.20	2847.75	2407.90	439.85	86.50	526.35	353.35
21.	1040.00	1930.00	693.00	193.00	135.10	2951.10	2516.80	434.30	89.00	523.30	345.30
22.	1085.00	2000.00	713.90	200.00	140.00	3053.90	2625.70	428.20	91.50	519.70	336.70
23.	1130.00	2070.00	734.80	207.00	144.50	3156.30	2734.60	421.70	94.00	515.70	327.70
24.	1175.00	2140.00	756.25	214.00	149.80	3260.05	2843.50	416.55	96.50	513.05	320.05
25.	1220.00	2210.00	777.70	221.00	150.00	3358.70	2952.40	406.30	99.00	505.30	307.30

ASSISTANT :

REVISED SALARY AS ON 1st APRIL 1989

Stage	Existing Basic	Revised Basic	M=55 D.A.	@10% H.R.A.	@7% C.C.A.	Revised Gross Salary	Existing Gross Salary	Diff. of Gross Salary	Difference of P.F.	Difference Including P.F.	Net Take Home Difference
1.	520.00	1000.00	368.50	100.00	70.00	1538.50	1398.28	140.22	44.00	188.22	92.22
2.	550.00	1050.00	387.20	105.00	73.50	1615.70	1475.20	140.50	50.00	190.50	90.50
3.	580.00	1110.00	409.20	111.00	77.70	1707.90	1552.12	155.78	53.00	208.78	102.78
4.	610.00	1170.00	431.20	117.00	81.90	1800.10	1629.04	171.06	56.00	227.06	115.06
5.	640.00	1240.00	457.05	124.00	86.80	1907.85	1705.96	201.89	60.00	261.89	141.89
6.	670.00	1310.00	482.90	131.00	91.70	2015.60	1784.88	230.72	64.00	294.72	166.72
7.	715.00	1380.00	508.75	138.00	96.60	2123.35	1904.76	218.59	66.50	285.09	152.09
8.	760.00	1450.00	534.60	145.00	101.50	2231.10	2024.64	206.46	69.00	275.46	137.46
9.	805.00	1530.00	563.75	153.00	107.10	2353.85	2122.56	231.29	72.50	303.79	158.79
10.	850.00	1610.00	593.45	161.00	112.70	2477.15	2176.56	300.59	76.00	376.59	224.59
11.	910.00	1690.00	620.40	169.00	118.30	2597.70	2248.56	349.14	78.00	427.14	271.14
12.	970.00	1770.00	644.60	177.00	123.90	2715.50	2347.40	368.10	80.00	448.10	288.10
13.	1030.00	1850.00	668.80	185.00	129.50	2833.30	2492.60	340.70	82.00	422.70	258.70
14.	1090.00	1930.00	693.00	193.00	135.10	2951.10	2637.80	313.30	84.00	397.30	229.30
15.	1150.00	2030.00	722.70	203.00	142.10	3097.80	2783.00	314.88	88.00	402.80	226.80
16.	1210.00	2130.00	753.50	213.00	149.10	3245.60	2928.20	317.40	92.00	409.40	225.40
17.	1285.00	2250.00	789.80	225.00	150.00	3414.80	3109.70	305.10	96.50	401.70	208.60
18.	1360.00	2370.00	826.10	237.00	150.00	3583.10	3291.20	291.90	101.00	392.90	190.90
19.	1435.00	2490.00	862.40	249.00	150.00	3751.40	3469.20	282.20	105.50	387.70	176.70
20.	1510.00	2610.00	898.70	261.00	150.00	3919.70	3643.20	276.50	110.00	386.50	166.50
21.	1585.00	2730.00	935.00	273.00	150.00	4088.00	3811.00	276.90	114.50	391.40	162.40
22.	1660.00	2850.00	971.30	285.00	150.00	4256.30	3893.60	362.70	119.00	481.70	243.70
23.	1735.00	2970.00	992.75	297.00	150.00	4409.75	3976.10	433.65	123.50	557.15	310.15
24.	1810.00	3090.00	1014.75	300.00	150.00	4554.75	4058.60	469.15	128.00	624.15	368.15
25.	1885.00	3210.00	1036.20	300.00	150.00	4696.20	4140.60	555.60	132.50	688.10	423.10

SENIOR ASSISTANT / STENOGRAPHER :

REVISED SALARY AS ON 1st APRIL 1989

Stage	Existing Basic	Revised Basic	M=55 D.A.	@10% H.R.A.	@7% C.C.A.	Revised Gross Salary	Existing Gross Salary	Diff. of Gross Salary	Difference of P.F.	Difference Including P.F.	Net Take Home Difference
1.	715.00	1390.00	512.05	139.00	97.30	2138.35	1904.76	233.59	67.50	301.09	166.09
2.	775.00	1470.00	541.05	147.00	102.90	2261.65	2064.60	197.05	69.50	266.55	127.55
3.	835.00	1550.00	570.90	155.00	108.50	2384.40	2158.56	225.84	71.50	297.34	154.34
4.	895.00	1630.00	600.60	163.00	114.10	2507.70	2230.56	277.14	73.50	350.64	203.64
5.	955.00	1710.00	625.90	171.00	119.70	2626.60	2311.10	315.50	75.50	391.00	240.00
6.	1015.00	1810.00	656.70	181.00	126.70	2774.40	2456.50	317.90	79.50	397.40	238.40
7.	1075.00	1910.00	686.70	191.00	133.70	2921.10	2601.50	319.60	83.50	403.10	236.10
8.	1135.00	2020.00	719.95	202.00	141.40	3083.35	2746.70	336.65	88.50	425.15	248.15
9.	1210.00	2140.00	756.25	214.00	149.80	3260.05	2928.20	331.85	93.00	424.85	238.85
10.	1285.00	2260.00	792.55	226.00	150.00	3428.55	3109.70	318.85	97.50	416.35	221.35
11.	1360.00	2380.00	828.85	238.00	150.00	3596.85	3291.20	305.65	102.00	407.65	203.65
12.	1435.00	2500.00	865.15	250.00	150.00	3765.15	3469.20	295.95	106.50	402.45	189.45
13.	1510.00	2620.00	901.45	262.00	150.00	3933.45	3643.20	290.25	111.00	401.25	179.25
14.	1585.00	2740.00	937.75	274.00	150.00	4101.75	3811.10	290.65	115.50	406.15	175.15
15.	1660.00	2860.00	972.95	286.00	150.00	4268.95	3893.60	375.35	120.00	495.35	255.35
16.	1735.00	2980.00	994.40	298.00	150.00	4422.40	3976.10	446.30	124.50	570.80	321.80
17.	1810.00	3100.00	1016.40	300.00	150.00	4566.40	4058.60	507.80	129.00	636.80	378.80
18.	1885.00	3220.00	1038.40	300.00	150.00	4708.40	4141.10	567.30	133.50	700.00	433.80
19.	1960.00	3340.00	1059.85	300.00	150.00	4849.85	4223.60	626.25	138.00	764.25	488.25
20.	2035.00	3460.00	1081.85	300.00	150.00	4991.85	4302.60	689.25	142.50	831.75	546.75
21.	2110.00	3580.00	1103.30	300.00	150.00	5133.30	4377.60	755.70	147.00	902.70	608.70
22.	2185.00	3700.00	1125.30	300.00	150.00	5275.30	4452.60	822.70	151.50	974.20	671.20

SUPERINTENDENT :

REVISED SALARY AS ON 1st APRIL 1989

Stage	Existing Basic	Revised Basic	M=55 D.A.	@10% H.R.A.	@7% C.C.A.	Revised Gross Salary	Existing Gross Salary	Diff. of Gross Salary	Difference of P.F.	Difference Including P.F.	Net Take Home Difference
1.	1060.00	1910.00	686.40	191.00	133.70	2921.10	2565.20	355.90	85.00	440.90	270.90
2.	1135.00	2020.00	719.95	202.00	141.40	3083.35	2746.70	336.65	88.50	425.15	248.15
3.	1210.00	2140.00	756.25	214.00	149.80	3260.05	2928.20	331.85	93.00	424.85	238.85
4.	1285.00	2260.00	792.55	226.00	150.00	3428.55	3109.70	318.85	97.50	416.35	221.35
5.	1360.00	2380.00	828.85	238.00	150.00	3596.85	3291.20	305.65	102.00	407.65	203.65
6.	1435.00	2500.00	865.15	250.00	150.00	3765.15	3469.20	295.95	106.50	402.45	189.45
7.	1510.00	2620.00	901.45	262.00	150.00	3933.45	3643.20	290.25	111.00	401.25	179.25
8.	1585.00	2740.00	937.75	274.00	150.00	4101.75	3811.10	290.65	115.50	406.15	175.15
9.	1660.00	2860.00	972.95	286.00	150.00	4268.95	3893.60	375.35	120.00	495.35	255.35
10.	1735.00	2980.00	994.40	298.00	150.00	4422.40	3976.10	446.30	124.50	570.80	321.80
11.	1810.00	3100.00	1016.40	300.00	150.00	4566.40	4058.60	507.80	119.00	626.80	388.80
12.	1885.00	3220.00	1038.40	300.00	150.00	4708.40	4141.10	567.30	111.50	678.80	455.80
13.	1960.00	3340.00	1059.85	300.00	150.00	4849.85	4223.60	626.25	104.00	730.25	522.25
14.	2035.00	3460.00	1081.85	300.00	150.00	4991.85	4302.60	689.25	96.50	785.75	592.75
15.	2115.00	3580.00	1103.30	300.00	150.00	5133.30	4382.60	750.70	88.50	839.20	662.20
16.	2195.00	3700.00	1125.30	300.00	150.00	5275.30	4462.60	812.70	80.50	893.20	772.20
17.	2275.00	3700.00	1125.30	300.00	150.00	5275.30	4542.60	732.70	72.50	805.20	660.20
18.	2355.00	3700.00	1125.30	300.00	150.00	5275.30	4622.60	652.70	64.50	717.20	588.20
19.	2435.00	3700.00	1125.30	300.00	150.00	5275.30	4702.60	572.70	56.50	629.20	516.20

GREAVES COTTON

Memorandum of Settlement

(Under Section 12(3) read with Section 18 (3) of the Industrial Disputes Act, 1947 and Rule 62 of the Industrial Disputes (Bombay) Rules 1957).

NAMES OF THE PARTIES

**GREAVES COTTON & COMPANY LIMITED, BOMBAY
AND**

**WORKMEN EMPLOYED UNDER THEM REPRESENTED BY THE
GREAVES COTTON AND ALLIED COMPANIES' EMPLOYEES'
UNION, BOMBAY.**

Representing Employer:

1. Shri M.V. Wagle, Vice-President
 2. Shri S.R. Khot, Dy. General Manager-Personnel
 3. Shri M.T. Deshmukh, Personnel Manager
 4. Shri R.P. Oak, Administrative Officer
- GREAVES COTTON & CO. LTD.**
1. Dr. V.B.Gandhi Marg, Bombay 400 023.

Representing Workmen:

1. Shri Madan Phadnis, President
 2. Shri T.N. Ram Rao, General Secretary
 3. Shri P.R.Rao, Secretary
 4. Shri P.J.Tirodkar, Secretary
 5. Shri S.Padmanabhan, Treasurer
- GREAVES COTTON & ALLIED COMPANIES' EMPLOYEES'
UNION,**
503, Dol-Bin-Shir, 69/71 Ghoga Street, Bombay-400 001.

SHORT RECITAL OF THE CASE

On 30th June 1987, the Greaves Cotton & Allied Companies' Employees' Union, Bombay, a registered Trade Union, served a Charter of Demands, on the Management of Messrs Greaves Cotton & Company Ltd., 1, Dr. V.B. Gandhi Marg, Bombay-400 023, on behalf of the workmen employed in Bombay for its consideration. Further on 30th July 1987 the Union

served their Supplementary Charter of Demands on the Company. The parties thereafter bilaterally negotiated over the said Charter of Demands/Supplementary Charter of Demands from time to time and reached a close understanding in respect thereof but could not arrive at a conclusive settlement. As such, the Union, through its letter dated 10th May 1988 approached the Deputy Commissioner of Labour (Administration) Bombay, for admission of the said Charter of Demands/ Supplementary Charter of Demands into conciliation, so as to record the Settlement in regard to the same, in conciliation, under the provisions of the Industrial Disputes Act 1947.

2. Accordingly preliminary discussions in respect of the above said charter of Demands/Supplementary Charter of Demands were fixed before the Asstt. Commissioner of Labour, Bombay on 2nd June, 1988 which were adjourned to 6th June 1988. In the course of these preliminary discussions it was ascertained by the Assistant Commissioner of Labour, Bombay that the Union had adequate membership amongst the workmen of the Company for representing in the dispute, and that there was no legal bar to admit the same in conciliation. Accordingly on 6th June 1988, all the demands as contained in the said Charter of Demands dated 30th June 1987 and Supplementary Charter of Demands dated 30th July 1987 of the Union were admitted in conciliation by the Assistant Commissioner of Labour and Conciliation Officer, Bombay, under the provisions of Sec. 12(1) of the Industrial Disputes Act 1947, under due intimation to the parties to the dispute and the adjourned conciliation proceedings were fixed before him on 16th June, 1988.

3. In the course of the conciliation proceedings before the Assistant Commissioner of Labour and Conciliation Officer, Bombay, the parties to the dispute arrived at an overall settlement in respect of the said Charter of Demands dated 30th June, 1987 and Supplementary Charter of Demands dated 30th July 1987 of the Union under Section 12(3) read with Section 18(3) of the Industrial Disputes Act 1947 and Rule 62 of the Industrial Disputes (Bombay) Rules 1957 on the following terms.

TERMS OF SETTLEMENT

1. WAGE SCALES:

The revised basic scales to be effective from 1st July 1987

will be as per Annexure 'A' subject to the notes appended thereunder.

The issue of promotions will be discussed and settled separately.

2. OCCUPATIONAL ALLOWANCES:

The Occupational Allowances for different categories of workmen with effect from 1st July 1987 will be as per Annexure 'B'.

3 ADJUSTMENTS:

Employees will be fitted in the revised basic salary scale in the following manner.

To the basic salary of each confirmed employee as on 1st July 1987, one increment in the existing basic salary scale as applicable, shall be added. Where there is no annual increment due to the employee in his/her existing basic salary scale, the increment to be added will be on the basis of last increment drawn by him/her in the basic salary scale as applicable to him/her.

The basic salary so arrived at will then be fitted into the new basic salary scale by stepping up, wherever, necessary to the next higher step in the new basic salary scale if the said basic salary is not a step in the new basic salary scale.

As a result of the above adjustment no employee's basic salary drawn by him/her shall be reduced at any stage and he/she will continue to get higher basic salary if he/she is drawing the same.

4 ANNUAL INCREMENT:

The date of annual increment will continue to remain as 1st April every year, as at present.

5 DEARNESS ALLOWANCE:

The existing scheme of Dearness Allowance as per Annexure 'C' shall continue.

6 HOUSE RENT ALLOWANCE:

With effect from 1st July 1987, House Rent Allowance shall be payable at the revised rates as per Annexure 'D'.

7. EDUCATION ALLOWANCE:

With effect from 1st July 1987, Education Allowance shall be

introduced and shall be paid at the rate of Rs. 80/- (Rupees eighty only) per month to employees covered by this Settlement.

8 CONVEYANCE ALLOWANCE:

The revised rates for the Conveyance Allowance to be effective 1st July 1987 shall be as per Annexure 'E'.

9. ADDITIONAL ALLOWANCE:

With effect from 1st July 1987, an Additional Allowance, to certain category of employees shall be payable at the following rates:

1. Employees covered by the Minimum Dearness Allowance, as applicable on the basis of existing DA scheme Rs.83/-p.m.

2. Employees with a basic salary of more than Rs. 600/-p.m. Rs. 100/-p.m.

It is agreed that the Additional Allowance of Rs. 83/- p.m. referred to herein above, will automatically stand withdrawn when the concerned employees exceed the "Minimum Dearness Allowance" bracket.

It is further agreed that the Additional Allowance as mentioned hereinabove shall not be reckoned for the purpose of provident fund, bonus, and gratuity.

10. LEAVE TRAVEL CONCESSION:

It is agreed that the existing rates of Leave Travel Concession are revised as per Annexure 'F' with effect from 1st April 1987.

The difference in L.T.C. for the year 1987-88 and for the year 1988-89 if any, shall be paid in lumpsum to those employees who have already received L.T.C. at the old rates for the said years.

Other terms and conditions governing L.T.C. shall remain unaltered.

11. SHIFT ALLOWANCE:

The existing third shift allowance shall be revised to Rs. 2.00 (Rupees two only) per shift per day effective 1st July, 1987. This shift allowance will be paid to those workmen who are actually present in the third shift only.

12. WATCH AND WARD ALLOWANCE:

The existing Watch and Ward Allowance payable to each permanent watchman at H.O. before Diwali is revised from Rs. 200/- to Rs. 400/- per annum w.e.f. 1st July, 1987.

13. LUNCH ALLOWANCE:

It is agreed that from the date of signing of this settlement the revised rates of Lunch Allowance shall be as under:

- (a) For a basic salary upto and including Rs. 199/- Rs.8/-
- (b) For a basic salary of Rs. 200/- and above Rs. 10/-.

It is further agreed that the revised rates of Lunch Allowance as above, shall be made applicable only to those employees, who are required to be out of the usual place of duty on Company's work during their day's normal lunch period and are unable to return to their usual place of work before the expiry of the normal lunch time.

However the existing rates of Lunch Allowance will be continued to be paid to those employees who are required to work during their Lunch hour within their respective place of work.

14. OUTSTATION ALLOWANCE:

It is agreed that employees detailed for Outstation duty shall be entitled to the following Outstation Allowance:

Category	Rate per day
Drivers	Rs. 50/-
Employees in scales upto and including- Skilled III & below	Rs. 70/-
Skilled II & I	Rs. 75/-
Erectors	Rs. 80/-

The above rates of Outstation Allowance shall come into force from 1st May 1988.

Payment of Outstation Allowance is subject to the condition, that the concerned employee is required to stay away from his normal residence, overnight.

It is agreed that daily Outstation Allowance, as mentioned above, is inclusive of lodging and boarding charges. However,

it is agreed, that all legitimate and reasonable cases of hardship shall be considered by the Management on merits.

An employee will be entitled to Outstation allowance from the time he leaves the headquarters, and for days he is on tour outstation. The number of nights spent on tour will be considered as number of days for calculation of daily Outstation Allowance. Therefore, if a workman leaves the headquarters at any hour he will be eligible for the Outstation Allowance although he had worked at the headquarters for a part or whole of the day. Likewise, if a workman arrives at the headquarters at any time before 8.00 a.m. he will not be entitled to any Outstation Allowance or incidentals, but if the workman arrives at headquarters at any time after 8.00 a.m. but before 1.00 p.m. he will be entitled to incidental expenses to the extent of 50% of the rate of Outstation Allowance to which he is eligible. If the workman arrives at headquarters after 1.00 p.m. he will be entitled to full Outstation Allowance for the day.

15. FESTIVAL ADVANCE:

All permanent employees on their written application shall be paid once in a calendar year Festival Advance, not exceeding Rs. 800/- (Rupees eight hundred only) for any one of the occasions mentioned below.

Diwali
Parsi New Year
Christmas
Ramazan Id

This advance shall be recovered in EIGHT equal monthly instalments and the recovery shall commence from the salary payable to the employees in subsequent month following the month in which the advance is paid.

16. LEAVE:

A. PRIVILEGE LEAVE

Existing practice to continue.

B. SICK LEAVE

i) Employees who are not governed by the "new Sick Leave Scheme" as per the Settlement dated 18th December, 1984 shall continue to be governed by the old scheme of sick leave on half pay and "Special sick leave", at the rate of additional one month for every year of service on half pay.

It is, however agreed that from the date of signing of this Settlement such employees can avail of "Special Sick Leave" for less than 5 days as against minimum 5 days as at present.

ii) An employee coming out of the purview of the ESI Scheme by virtue of his/her salary falling above the prescribed salary limit for coverage under ESI Act, shall be entitled for Company's sick leave for non-ESI employees, proportionately for the part of the calendar year, from the date immediately after the end of his/her benefit period. Similarly he/she will be entitled for ESI sick leave proportionately for the part of the calendar year upto the date on which his/her benefit ends.

iii) An employee coming under the purview of ESI Scheme by virtue of his/her salary falling below the prescribed salary limit for coverage under ESI Act or salary limit for coverage under ESI Act being raised, he/she will be entitled for Company's Sick Leave for non-ESI employees, proportionately for the part of calendar year, upto the date immediately before the commencement of his/her benefit period. Similarly, he/she will be entitled for proportionate ESI sick leave for the remaining part of the calendar year from the date on which his/her benefit period commences.

All other terms and conditions governing sick leave for ESI covered employees and non-ESI employees will remain unaltered.

C. CASUAL LEAVE

Existing practice to continue.

17. PAID HOLIDAYS:

The existing practice to continue.

18. UNIFORM:

It is agreed that uniforms/shoes/raincoats/umbrellas etc. be supplied to the eligible employees as mentioned in Annexure "G". It is expressly agreed that the supply of sweaters to sepoys, employees in Officers Canteen, employees in Dady building and Carpool mechanics shall be discontinued.

19. INSURANCE COVER:

Regardless of the fact whether the Workmen's Compensation Act is applicable or not to any non-ESI employee/s covered by this Settlement, the Company agrees to pay compensation to such employee/s for accident/s arising out of and

during the course of his/her employment, computed in terms of the provisions of the workmen's Compensation Act as if the same were applicable to them.

20. CLASSIFICATION:

The issue of classification of service staff shall be discussed between the Company and the Union and sorted out to the mutual satisfaction of both the parties. The issue of classification in respect of workmen at Greavstool Works, Marol will be discussed and settled separately.

21. PERMANENCY:

This demand will be discussed and settled separately.

22. GRATUITY:

With effect from 1st October 1987, the existing scheme of Gratuity shall be revised to the following extent.

The gratuity will be payable in respect of the entire period of service of an employee regardless whether his/her salary (basic + DA) exceeds Rs. 2500/- per month (Rupees two thousand five hundred only) subject to maximum gratuity payment of Rs. 50,000/- (Rupees fifty thousand only).

The practice of paying a sum of Rs. 2500/- (Rupees two thousand five hundred only) as Additional Gratuity to an employee who has completed 35 years of service at the time of superannuation/or leaving employment shall continue.

23 MEDICAL:

With effect from 1st July 1987, the existing medical benefit scheme for those not covered under E.S.I. is revised as under:

The total benefit under the scheme is revised from Rs. 600/- p.a. to Rs. 1000/- (Rupees one thousand only) per eligible employee per annum towards domiciliary treatment and/or non-domiciliary treatment. The maximum accumulation inclusive of current year's limit at any time would be Rs. 3000/- (Rupees three thousand only) i.e. 3 years accumulation. Eligible employees would be entitled for the increased benefit of Rs. 400/- at pro-rata basis for the period 1.7.87 upto and including 31.12.1987.

All other terms and conditions governing the medical benefit scheme shall remain unchanged.

An employee who is covered under the ESI scheme on he/she coming out of the purview of the ESI Act he/she will be en-

titled to Company's Medical Benefit Scheme, from the date the contribution to ESI in his/her respect ceases to be payable. However if the date of cessation of payment of contribution happens to be later than 1st January of any calendar year, then such employee will be entitled for medical benefits, under the Company's scheme proportionately for that calendar year.

In the event of an employee coming under the ESI scheme, as a result of his/her salary falling below the prescribed salary limit, for coverage under ESI Act or by virtue of raising of prescribed salary limit for coverage under ESI Act, he/she will not be entitled for medical benefits under the Company's scheme from the date the Company commences payment of ESI contribution in his/her respect. He/she will, however, be entitled for medical benefit under the Company's scheme, proportionately for the period upto the date the Company was not paying the ESI contribution in his/her respect.

24. BONUS:

To the mutual benefit of both the parties, a long term accord on the issue of bonus was deemed necessary by the parties. Accordingly, it is hereby agreed that:

a) For each of the Accounting years, 1st July, 1987 to 30th June, 1988, 1st July 1988 to 30th July 1989, 1st July 1989 to 30th June 1990 and 1st July 1990 to 30th June 1991, the company shall declare bonus on the basis of the Bonus Computation arrived at in terms of the Provisions of Payment of Bonus Act, 1965, as amended from time to time, subject to a maximum of Rs. 3840/- (Rupees three thousand eight hundred forty only) or any such new maximum which may be provided by any new amendment to the Bonus Act.

b) Employees who are not eligible to receive bonus, as per the Payment of Bonus Act, 1965, as amended from time to time, shall continue to be eligible for payment of ex-gratia amount of Rs. 2300/- per annum in accordance with the Supplementary Memorandum of Settlement dated 28th April 1986, signed between the Company and the Union, a "true copy" whereof is annexed hereto and marked Exhibit "H".

c) Over and above the maximum Bonus payable to the eligible employees in terms of the Payment of Bonus Act 1965, as amended from time to time OR Ex-gratia of Rs. 2300/- in terms of the Supplementary Memorandum of Settlement as the case may be, the following additional amounts will be paid for

each of the respective accounting years referred to herein above.

A. For the Accounting Year 1st July 1987 to 30th June 1988

i) An adhoc ex-gratia payment of Rs. 860/- (Rupees eight hundred sixty only) on a pro-rata basis to employees who are eligible to receive bonus as per the Payment of Bonus Act 1965, as amended from time to time.

ii) An additional ex-gratia of Rs. 760/- (Rupees seven hundred sixty only) on a pro-rata basis to those employees who are not eligible to receive bonus but are eligible to receive an ex-gratia amount of Rs. 2300/-.

The payment of adhoc Ex-gratia and additional ex-gratia mentioned in item A(i) and (ii) hereinabove, respectively is applicable for the accounting year, 1987-88 and is associated with the bonus payment for the said accounting year.

B. For the Accounting Year 1st July 1988 to 30th June 1989

i) An adhoc Ex-gratia payment of Rs. 1010/- (Rupees one thousand ten only) on a pro-rata basis to employees who are eligible to receive bonus as per the Payment of Bonus Act 1965, as amended from time to time.

ii) An additional Ex-gratia of Rs. 910/- (Rupees nine hundred ten only) on a pro-rata basis to those employees who are not eligible to receive bonus but are eligible to receive an ex-gratia amount of Rs. 2300/-.

The payment of adhoc Ex-gratia and additional Ex-gratia mentioned in item B(i) and (ii) herein above respectively is applicable for the accounting year, 1988-89 and is associated with the bonus payment for the said accounting year.

C. For the Accounting Year 1st July 1989 to 30th June 1990

i) An adhoc Ex-gratia payment of Rs. 1160/- (Rupees one thousand one hundred sixty only) on a pro-rata basis to employees who are eligible to receive bonus as per the payment of Bonus Act 1965 as amended from time to time.

ii) An additional ex-gratia of Rs. 1060/- (Rupees one thousand sixty only) on a pro-rata basis to those employees who are not eligible to receive bonus but are eligible to receive an exgratia amount of Rs.2300/-.

The payment of adhoc Ex-gratia and additional Ex-gratia mentioned in item C(i) and (ii) herein above respectively is applicable for the accounting year 1989-90, and is associated

with the bonus payment for the said accounting year.

D. For the accounting year 1st July 1990 to 30th June 1991.

i) An adhoc Ex-gratia payment of Rs. 1360/- (Rupees one thousand three hundred sixty only) on a pro-rata basis to employees who are eligible to receive bonus as per the Payment of Bonus Act 1965 as amended from time to time.

ii) An additional Ex-gratia of Rs. 1260/- (Rupees one thousand two hundred sixty only) on a pro-rata basis to those employees who are not eligible to receive bonus but are eligible to receive an ex-gratia amount of Rs. 2300/-.

The payment of adhoc ex-gratia and additional ex-gratia mentioned in item D(i) and (ii) herein above respectively is applicable for the accounting year 1990-91 and is associated with the bonus payment for the said accounting year.

25. FIVE DAY WEEK:

The Company explained to the Union in detail the nature of its work which precludes the possibility of introducing a Five Day Week in the present conditions. This demand was therefore not pressed.

26. COVERAGE:

The Settlement shall apply to permanent employees including probationers and to other employees who have worked for at least 75 working days in the aggregate in any year between 1st April to the following 31st March, except casual employees, trainees and apprentices.

The arrears arising of this Settlement shall be paid to the concerned employees on or before 31st August, 1988.

All other demands in the said Charter of Demands dated 30th June 1987 and Supplementary Charter of Demands dated 30th July 1987 not expressly settled herein shall be treated as having not been pressed.

27. EXISTING RIGHTS AND PRIVILEGES:

It is agreed that nothing contained in this Settlement should adversely affect or take away from an employee any existing rights or privileges except to the extent expressly provided for in the Settlement and that in all other matters not specified in this Settlement existing practice and privileges shall remain unchanged.

28. GENERAL:

It is agreed that during the period this Settlement remains in force the Union/employees undertake not to raise any dispute in connection with any of the points agreed to in this Settlement.

Both the Management and the Union reaffirm their policy to continue to extend their fullest cooperation to each other in all the areas, including production and productivity and that of discipline.

29.DURATION:

This Settlement shall remain in force until 30th June 1991 and thereafter until it is terminated by either parties as required under law.

Bombay, dated this 16th day of June, 1988.

For GREAVES COTTON &
COMPANY LTD. BOMBAY

For GREAVES COTTON &
ALLIED COMPANIES
EMPLOYEES UNION,
BOMBAY

M.V. Wagle
Vice-President

Madan Phadnis
President

S.R. Khot
Dy. General Manager
Personnel

P.R. Rao
Secretary

M.T. Deshmukh
Personnel Manager

P.J.Tirodkar
Secretary

R.P. Oak
Administrative Officer

S. Padmanabhan
Treasurer

Witnesses

1. R.M. Sawant
2. R.R. Padiyar

Witnesses

1. B.B. Khamkar
2. V.V. Subramanyan

Before Me
B.K. Patil
Conciliation Officer, Bombay.

ANNEXURE 'A'
BASIC SALARY SCALES

Sr. Designation No.	Scale
1. Junior clerk/Typist/ Comptist/Telephone Operator/Telex Operator/ Assistant Draughtsman	:Rs.115-10-125-15-200-20-280-25 1 5 4 5 - - - - 405-30-555-35-765-45-855 (28) - - - 5 6 2
2. Assistant Storekeeper/ Assitant Godown keeper	:Rs.155-15-200-20-280-25-405-30- - - - - 3 4 5 5 555-35-765-45-855 (25) - - 6 2
3. Senior Clerk/Stenographer	:Rs.175-15-190-20-230-25-355-30 - - - - 1 2 5 5 505-35-645-40-805-50-1105(27) - - - 4 4 6
4. Draughtsman	:Rs.190-20-230-25-355-30-505-35- - - - - 2 5 5 4 645-40-805-50-1155 (27) - - 4 7
5.Storekeeper/Godownkeeper:	Rs.230-25-355-30-505-35-645-40 - - - - 5 5 4 4 805-50-1105 (24) - 6
6. Sectional Head	:Rs.365-30-425-35-635-40-835-45- - - - - 2 6 5 5 1060-55-1280 (22) - 4

7. Semi Clerk :Rs.85-8-109-10-169-12-229-15-
 - - - -
 3 6 5 6
 319-18-373 (23)
 -
 3
8. Sepoy :Rs.65-5-95-7-137-8-177-9-213-
 - - - -
 6 6 5 4
 10-243 (24)
 -
 3
9. Hamal :Rs.65-4-73-5-103-7-145-8-
 - - - -
 2 6 6 6
 193-9-238 (24)
 -
 5
10. Butler :Rs.80-5-85-6-103-7-138-8-186
 - - - -
 1 3 5 6
 -9-240-10-260 (23)
 -
 6 2
11. Assistast Cook :Rs.65-5-95-7-137-8-177-9-
 - - - -
 6 6 5 4
 213-10-243 (24)
 -
 3
12. Head Cook :Rs.90-7-118-8-166-9-202-10-
 - - - -
 4 6 4 6
 262-11-306 (24)
 -
 4
13. Sweeper :Rs.65-4-73-5-103-7-145-8-
 - - - -
 2 6 6 6
 193-9-238 (25)
 -
 5

14. Cleaner :Rs.60-4-68-5-98-6-134-7-
 - - - -
 2 6 6 7
 183-9-228 (26)
 -
 5
15. Watchman :Rs.70-5-95-6-131-7-173-9-
 - - - -
 5 6 6 4
 209-10-259 (26)
 -
 5
16. Car Driver :Rs.110-8-118-9-154-10-214-
 - - - -
 4 6 6
 12-286-15-376-18-430 (26)
 - -
 6 3
17. Works Inspector :Rs.130-10-180-15-285-20-405-25-
 - - - -
 5 7 6 4
 505-30-595-35 630 (26)
 - -
 3 1
18. Unskilled :Rs.60-4-68-5-98-6-134-7-183-
 - - - -
 2 6 6 7
 9-228 (26)
 -
 5
19. Semi-skilled II :Rs.75-5-95-6-131-7-173-9-
 - - - -
 4 6 6 4
 209-10-259 (25)
 -
 5
20. Semi-skilled I :Rs.88-6-118-7-160-9-214-11-291
 - - - - (24)
 5 6 6 7
21. Skilled III :Rs.110-7-117-8-149-10-209-12-
 - - - -
 1 4 6 6

	281-15-371-18-407	(25)
	- - -	
	6 2	
22.Skilled II	:Rs.140-10-180-12-252-15-342-20-	
	- - - -	
	4 6 6 6	
	462-25-487	(23)
	-	
	1	
23.Skilled I	:Rs.200-12-236-15-341-20-481-25	
	- - - -	
	3 7 7 6	
	631-30-661	(24)
	-	
	1	
24.Erector II	:Rs.325-20-365-25-490-30-640-35-	
	- - - -	
	2 5 5 5	
	815-45-1085	(23)
	-	
	6	
25.Erector I	:Rs.435-25-485-30-635-35-775-45-	
	- - - -	
	2 5 4 6	
	1045-55-1265	(21)
	-	
	4	

Note 1: Graduate Clerk to start on Rs. 155/- in Junior Clerk's scale.

Note 2: Junior Clerk/Typist/Senior Clerk/Stenographer becoming a Graduate of a recognised university during the service would be given an increase of Rs. 25/- in basic salary on producing satisfactory proof of his/her having become a Graduate with effect from the date of the declaration of the results of the Degree examination. Such employee will continue to draw the rate of increment applicable to his/her grade until such time as together with the increase of Rs. 25/- as aforesaid his/her basic salary fits at a stage in the scale applicable to him/her or until he/she reaches the maximum of his/her grade.

Note 3: Post of Semi-clerk will be a promotional post for Sepoy and there shall be no direct recruitment in this category.

Note 4: It is agreed that temporary employees shall be paid wages at the minimum rate of the scale in the category applicable under this Settlement.

ANNEXURE 'B'

OCCUPATIONAL ALLOWANCES

Allowance	Amount per month
1. Comptist Allowance	Rs.60/-
2. Account Machine Operator Allowance	Rs.60/-
3. Shroff Department Cashier Allowance	Rs.70/-
4. Allowance to :	
i) the sepoy assisting Doctor	Rs.45/-
ii) the Shroff sepoy	Rs.30/-
iii) the Head sepoy	Rs.30/-
iv) the sepoy handling despatch of letters after office hours	Rs.30/-
v) the sepoy operating machines	Rs.30/- per machine
vi) the Delivery sepoy	Rs.30/-
vii) the Delivery sepoy purchasing tenders	Rs.30/-
viii) the sepoy despatching letters	Rs.30/-

ANNEXURE 'C'

DEARNESS ALLOWANCE SCHEME

Basic Salary Slab	When the Bombay Working Class Consumer Price Index is between 411 & 420.	Variation for each ten point rise or fall in the index.
On first Rs.100/-	170 per cent	5 per cent
On Second Rs. 100/-	85 per cent	2 per cent
On Third Rs. 100/-	45 per cent	1 per cent
Balance upto Rs. 600/-	30 per cent	1 per cent
Minimum D.A.	Rs. 200.00	Rs.3.75

ANNEXURE 'D'

HOUSE RENT ALLOWANCE

Basic Salary Slab	House Rent Allowance per month Rs.
Rs. 100 and below	150
Above Rs. 100 and upto and including Rs. 200	160
Above Rs. 200 and upto and including Rs. 300	170
Above Rs. 300 and upto and including Rs. 400	180
Above Rs. 400 and upto and including Rs. 500	190
Above Rs. 500 and upto and including Rs. 600	200
Above Rs. 600/-	220

ANNEXURE 'E'

CONVEYANCE ALLOWANCE

Basic Salary Slab	Conveyance Allowance per month Rs.
Rs. 100 and below	100
Above Rs. 100 and upto and including Rs. 200	110
Above Rs. 200 and upto and including Rs. 300	120
Above Rs. 300 and upto and including Rs. 400	130
Above Rs. 400 and upto and including Rs. 500	140
Above Rs. 500 and upto and including Rs. 600	150
Above Rs. 600/-	180

ANNEXURE 'F'

LEAVE TRAVEL CONCESSION

Basic Salary Slab	Amount of Leave Travel Concession payable per year Rs.
Upto and including Rs. 100	1,000
Above Rs. 100 and upto and including Rs. 300	1,300
Above Rs. 300 and upto and including Rs. 500	1,500
Above Rs. 500 and upto and including Rs. 600	1,700
Above Rs. 600 and upto and including Rs. 800	1,800
Above Rs. 800/-	2,000

GREAVES COTTON (LOMBARDINI UNIT), AURANGABAD

MEMORANDUM OF SETTLEMENT

NAME OF THE PARTIES

Greaves Cotton & Co. Ltd. (Lombardini Unit)

**Plot No. J2, MIDC Industrial Area,
Chikalthana, Aurangabad -431 210**

AND

**The workmen employed under it represented by
Greaves Lombardini Employees' & Staff Union
Kamgar Bhavan, N5, CIDCO PO,
New Aurangabad-431 003.**

Representing Employer

- 1. Mr. P Sachdev
Chief Executive**
- 2. Mr. D Ramesh Kumar
General Manager**
- 3. Mr. S.C. Godbole
Production Manager**
- 4. Mr. A.G. Mulay
Asstt. Manager-Personnel**
- 5. Mr. B.A. Siddiqui
Personnel & Welfare Officer**

Representing the Workmen

- 1. Mr. P.Y. Bhangale
Vice President**
- 2. Dr. B.K. Kango
General Secretary**
- 3. Mr. R.D. Puskar
General Secretary**
- 4. Mr. M.M. Deshpande
Joint Secretary**
- 5. Mr. R.V. Deshpande
Treasurer**

SHORT RECITAL OF THE CASE

The General Secretary of the Greaves Lombardini Employees' & Staff Union, Kamgar Bhavan, N5, CIDCO Colony PO: New Aurangabad -431003. (hereinafter referred to as 'Union') served a Charter of Demands on the Management of Greaves Cotton & Co. Ltd. (Lombardini Unit) Aurangabad (hereinafter referred to as 'the Company' vide their letter dated 2nd June, 1988. Further the Company served their Charter of Demands on the Greaves Lombardini Employees' & Staff Union, Aurangabad, vide letter dated 9th October, 1988. The parties thereafter bilaterally negotiated over the said Charter of Demands from time to time ultimately arrived at an

amicable settlement. Both the parties, thereafter requested the Dy. Commissioner of Labour, Aurangabad to record the above agreement in Conciliation, as per the provisions of Industrial Disputes act, 1947. The preliminary discussion was held on 27-1-1989, and after ascertaining the representative character and other legal formalities, the demands i.e., Dearness Allowance, House Rent Allowance, Conveyance Allowance, Lunch Allowance, Attendance Bonus, L.T.C., Adhoc Allowance, Education Allowance, Leave, Medical Allowance, Paid Holidays, Festival Advance, Outstation Allowance, Allowance for working on weekly off/Paid Holiday, Uniform, Supply of Milk etc., etc., were admitted in conciliation the same day under intimation to both the parties. During the course of conciliation proceedings the parties have arrived at an amicable settlement under Sec. 18 (3) of Industrial Disputes Act, 1947, on the following terms and conditions.

TERMS OF SETTLEMENT

1. APPLICABILITY/BENEFITS

The terms of this settlement shall apply to all the permanent workmen daily rated as well as monthly rated- who are on the rolls of the Company as on 1.1.1989 but shall not apply to trainees and apprentices. The benefit under this settlement shall come into force with effect from 1.1.1989 unless stated otherwise.

2. WAGE/SALARY SCALES

- i) The existing classification and gradation of workmen shall remain unchanged.
- ii) The existing salary/wage scales as revised and to be effective from 1.1.1989 will be as per annexures 'A' & 'B' subject to the notes appended thereunder.

3. FIXED DEARNESS ALLOWANCE

- i) All eligible monthly rated workmen and monthly rated workmen under SIX Grade will be entitled to an amount of Rs. 190/- (Rupees one hundred and ninety only) per month as Fixed Dearness Allowance in lieu of the existing Fixed Dearness Allowance of Rs.115/- and Rs.35/- respectively.
- ii) All eligible daily rated workmen and workmen under X Category (daily rated) will be entitled to an amount of Rs.240/- (Rupees two hundred and forty only) per month as Fixed Dear-

ness Allowance in lieu of the existing Fixed Dearness Allowance of Rs.115/- and Rs.35/- respectively.

iii) Existing practice of calculation of number of days in a calendar month for deduction towards Fixed Dearness Allowance per day will continue.

4. VARIABLE DEARNESS ALLOWANCE

The present practice for computing the Variable Dearness Allowance will be continued as hitherto. All the workmen will continue to be paid Variable Dearness Allowance at the rate of 4 paise (paise four only) per day per point over first 265 points Bombay Consumer Price Index (1960 series). The Variable Dearness Allowance shall be computed from month to month as shown below.

For example, the Variable Dearness Allowance for January, 1989 will be calculated on the basis of Bombay Consumer Prices Index for working class for October, 1988 which is 887. Similarly, the Variable Dearness Allowance for February, 1989 will be calculated on the basis of Bombay Consumer Prices Index for working class for November, 1988 and so on. The Index figure of 265 will form the base over which 4 paise (paise four only) for the day actually worked will be paid to the workmen.

5. HOUSE RENT ALLOWANCE

The workmen in the X category shall be paid House Rent Allowance @ Rs.175/- per month and all other workmen @ Rs.250/- per month in lieu of the existing House Rent Allowance of Rs.75/- and Rs.150/- respectively. The House Rent Allowance shall be payable on a pro-rata basis if the workmen is unauthorisedly absent for 4 days or more in a month. The number of days of work available in a particular month would be taken for calculating the deduction in that month.

6. CONVEYANCE ALLOWANCE

The workmen in the X category shall be paid Conveyance Allowance @ Rs.3.50 per day and all other workmen @ Rs.5/- per day in lieu of existing Conveyance Allowance of Rs.1.50 per day & Rs.3/- per day respectively. The Conveyance Allowance shall also be paid if a workman is on authorised paid leave (PL, CL or SL). It shall however not be paid when a workman is on ESI/Medical Leave or leave without pay (authorised or unauthorised).

7. LUNCH ALLOWANCE

The workmen in the X category shall be paid Lunch Allowance @ Rs.2.80/- per day and other workmen @ Rs.3.75/- per day in lieu of existing Lunch Allowance of Rs.0.95 per day and Rs.1.90/- per day respectively. The Lunch Allowance shall also be paid if a workman is on authorised paid leave (PL, CL or SL). It shall however not be paid when a workmen is on ESI/ Medical Leave or leave without pay (authorised or unauthorised).

8. ATTENDANCE BONUS

All the concerned workmen shall be paid an Attendance Bonus per month as per the terms and conditions stipulated in the Attendance Bonus Scheme as per Annexure 'C'.

9. LEAVEL TRAVEL CONCESSION

The workmen who have completed one year of service will be entitled for Leave Travel concession as follows:-

1. The employees under Category X and all other employees will be paid Rs.540/- (Rupees five hundred and forty only) per annum and Rs.720/- (Rupees seven hundred and twenty only) per annum respectively as Leave Travel concession once in a year provided the workman takes a minimum of 6 days of prior sanctioned Privilege leave.
2. The amount of Leave Travel Concession is allowed to be accumulated for 2 years.
3. A workman shall be paid this amount before availing himself of such leave but only after prior sanction of Leave by the concerned authority and on the day prior to his availing the leave.
4. A workman must give the necessary declaration for Income Tax purpose, to the Company.
5. Leave Travel Comcession will not be taken into account for the purpose of payment of Provident Fund, E.S.I., Gratuity, Over Time, Annual Bonus etc.
6. Present practice of calculating the year for L.T.C. for category X grade and others will be continued as hitherto.

10. ADHOC ALLOWANCE

Rs. 34.25/- p.m. will be paid as an adhoc allowance to monthly rated workmen except Inspectors in Q.C.Dept., Drivers and workmen who are not eligible for Shoe subsidy.

However Rs.38.41 p.m. will be paid as an adhoc allowance to those monthly rated workmen who are not eligible for shoe subsidy.

11. EDUCATION ALLOWANCE

The workmen shall be paid Education Allowance as follows:-

Workmen in the X Category:

From 1st January, 1989- Rs.101.50 per month.

From 1st May, 1990- Rs. 112.50 per month.

Workmen other than X Category:

From 1st January, 1989- Rs. 139.00 per month.

From 1st May, 1990- Rs.150.00 per month.

This education allowance shall be paid provided their number of days in a month for which they are eligible to receive wages are 20 or more. In all other cases, Education Allowance will be paid on a pro-rata basis.

12. CALCULATION OF CONTRIBUTION TOWARDS STATUTORY PAYMENTS

For the purpose of calculating the contribution to Provident Fund, Family Pension fund, D.L.I. Fund, Gratuity and Bonus, only basic wage/salary and the Variable Dearness Allowance (including Fixed Dearness Allowance) paid/payable to the workmen shall be taken into account.

13. LEAVE

A) Privilege

Every workman based on his attendance in a particular Calendar year shall be allowed during the subsequent year, Privilege leave with wages as per the provision of the Factories Act, 1948 and the rules framed thereunder subject to the changes indicated below:-

DAILY RATED WORKMEN & INSPECTORS (MONTHLY RATED)

For 240 working days	-12 days
For 241 to 246 working days	-13 days
For 247 to 252 working days	-14 days
For 253 to 258 working days	-15 days
For 259 to 264 working days	-16 days
For 265 to 270 working days	-17 days
For 271 to 276 working days	-19 days
For 277 to 282 working days	-20 days

For 283 and above working days -21 days

MONTHLY RATED WORKMEN (OTHER THAN INSPECTORS)

For 240 working days -12 days

For 241 to 250 working days -15 days

For 251 to 259 working days -20 days

For 260 to 269 working days -23 days

For 270 and above working days -25 days

The above provisions regarding Privilege Leave shall be applicable from 1st January, 1989 i.e. leave earned in the year 1988 based on the days of attendance in 1988 and on the basis of the leave rules as applicable to the workmen. Accumulation of Privilege Leave shall be allowed upto a maximum of 60 days.

B) CASUAL LEAVE

The workmen will be eligible for 8 days Casual Leave in a Calendar year. A workman will be entitled for Casual Leave only after confirmation. The probationers will continue to get Casual Leave on pro-rata basis as at present. The present practice of granting not more than 3 days Casual Leave in a quarter shall continue.

C) SICK LEAVE

i) Workmen covered by E.S.I. Scheme

a) Workmen who are covered by the E.S.I. Scheme shall be granted Sick Leave with full pay for 4 days in a calendar year.

b) Sick Leave can be accumulated upto 8 days and unavailed Sick Leave in excess of 8 days shall automatically lapse.

c) Workmen who cease to be covered under the E.S.I. Scheme shall be entitled to Sick Leave as per the provision laid down in sub-para (ii) below, with effect from the date they are not entitled to the benefits of the E.S.I. Scheme and on a pro-rata basis.

ii) Workmen not covered by the E.S.I. Scheme, having crossed the limit of Rs. 1600/- per month wages/salary and Workmen not covered by E.S.I. Scheme due to staying at non-implemented area.

a) Workmen not covered by the E.S.I. Scheme as stated above, shall be granted 9 days of Sick Leave with full pay in a Calendar year. Such 9 days Sick Leave shall be granted subject to the maximum of 10 days with half

pay. Sick Leave can be accumulated upto 20 days and unavailed Sick Leave in excess of 20 days shall automatically lapse. A certificate from a registered medical practitioner shall be necessary in support of sickness even for absence of one day.

- b) Such workmen shall be entitled to the reimbursement of medical expense for themselves and for the members of their family upto a maximum of Rs. 750/- (Rupees seven hundred and fifty only) in a Calendar year or Rs.1500/- (Rupees fifteen hundred only) in two calendar years, on production of bills of medicines and accompanied by prescriptions from registered medical practitioners. No reimbursement shall be allowed in advance of such medical expenses.
- c) The family shall include -
 - i) The workman's wife/husband provided she/he does not get reimbursement of medical expenses from any other source.
 - ii) Dependant children.
 - iii) Dependant parents - provided neither of them has any income in excess of Rs.150/- per month.
- d) In the event of the E.S.I. Scheme being applicable to such workmen at a later date, they shall cease to get the benefits as stated above and shall automatically get the benefits applicable to the workmen covered under the E.S.I. Scheme, with effect from the date they become eligible to get the benefits under the E.S.I. Scheme on a pro-rata basis.

In the case of female workmen the provisions of the Maternity Benefit Act shall be applicable.

14. FESTIVAL HOLIDAYS

Workmen shall have paid holidays on 26th January, 1st May and 15th August, every Calendar year. However, if such a paid holiday coincides with weekly off, the Union shall have the option to choose any other day as a paid holiday in lieu thereof. In addition, the workmen shall be entitled to five other paid holidays in every calendar year which shall be determined in consultation with the Union at the commencement of the calendar year. If a workman is unauthorisedly absent on the day immediately preceding a paid holiday and also on the day immediately succeeding the said holiday, he shall not be entitled to wages for said paid

holiday.

15. FESTIVAL ADVANCE

All the workmen shall be entitled to a Festival Advance once a year, not exceeding Rs.300/- (Rupees three hundred only) per workman. The amount shall be recovered from their wages in 4 monthly instalments from wages payable for the month following the month in which the advance is paid.

The workmen shall be given the Festival Advance for any one of the following festivals :-

1. Ramzan Idd
2. Diwali
3. Christmas
4. Buddh Jayanti

Probationers who have completed service of 2 months shall be entitled to receive Rs.225/- (Rupees two hundred and twentyfive only) as Festival Advance which shall be recovered in 3 monthly instalments from their wages payable for the month following the month in which the advance is paid.

16. OUTSTATION ALLOWANCES

i) Every workman on outstation duty, shall be paid a daily allowance & conveyance allowance as follows w.e.f. 1st January, 1989.

For State Capitals such as Bombay, Calcutta, Delhi, etc. Rs.60/- (Rupees sixty only) per day as daily allowance and Rs.30/- (Rupees thirty only) per day as conveyance allowance.

For cities having Municipal corporations such as Pune, Sholapur, Kolhapur etc. Rs.50/- (Rupees fifty only) per day as daily allowance and Rs.25/- (Rupees twenty five only) per day as conveyance allowance.

For all other places Rs.40/- (Rupees forty only) per day as daily allowance and Rs.20/- (Rupees twenty only) per day as conveyance allowance.

ii) No other conveyance allowance shall be payable to workmen on outstation duty, except II class railway fare or S.T. Bus fare.

iii) Drivers will not be entitled for conveyance allowance.

iv) Payment of Outstation Allowance is subject to the condition, that the concerned employee is required to stay away from his normal residence, overnight.

v) An employee will be entitled to Outstation Allowance from

the time he leaves the headquarters, and for days he is on tour outstation. The number of nights spent on tour will be considered as number of days for calculation of daily outstation allowance. Therefore, if a workman leaves the headquarters at any hour he will be eligible for the outstation allowance although he has worked at the headquarters for a part or whole of the day. Likewise, if a workman arrives at the headquarters at any time after 8.00 a.m. but before 1.00 p.m. he will be entitled to incidental expenses to the extent of 50% of the rate of outstation allowance to which he is eligible. If the workman arrives at headquarters after 1.00 p.m. he will be entitled to full outstation allowance for the day.

17. ALLOWANCE FOR WORKING ON WEEKLY OFF/PAID HOLIDAY

The following practice of granting allowance for working on weekly off shall continue :

If a workman is called to work on his usual weekly off he shall be given a substitute day off and such a workman shall be paid 50% (fifty percent) of his daily basic wage and 50% (fifty percent) of his Variable Dearness allowance and 50% (fifty percent) of his Fixed Dearness allowance in addition to his normal wage for work done on such weekly off day. However, such payment shall not be made when the weekly off is substituted for the factory as a whole.

If a workman is called to work on a paid holiday, he shall be paid double the normal wages for work done on such paid holiday in addition to the wages he is entitled to the paid holiday. However, no compensatory off shall be given in such case.

18. UNIFORM

Every daily rated workman and Inspectors in Quality Control Department shall be given 10 meters of Cotton cloth stitching charges as follows :-

For the year 1989	- Rs.75/-
For the year 1990	- Rs.80/-
For the year 1991	- Rs.85/-

The Uniform (Apron for Quality Control Department) shall be stitched as per the pattern laid down by the Company. Similarly, the drivers will be provided with 2 sets of Uniforms per annum.

Every workman to whom uniform/apron is thus provided shall be paid a washing allowance of Rs.25/- (Rupees twenty five only) per month.

The practice of granting a pair of safety shoes every year to the workmen of the Heat Treatment Section, Electrician in the Maintenance Department and Welders in Tool Room shall continue.

The workmen other than monthly rated (clerical) in Accounts, Personnel, Factory Management, Industrial Engineering, Purchase and Maintenance departments and those mentioned in the preceding para to whom safety shoes are supplied, shall be paid a subsidy of Rs.140/- (Rupees one hundred and forty only) per year for buying shoes.

The amount as stated above shall be paid to the workmen concerned in the 3rd week of January every year.

It shall be incumbent upon the workmen to wear the uniform/apron and shoes whole on duty. Workmen not wearing uniform/apron and shoes are liable to be sent home.

19. CANTEEN - COST OF COUPON

Present practice of coupon issue and cost of coupon will continue.

20. SUPPLY OF MILK

a) The Daily rated workmen and monthly rated staff in the following departments shall be eligible for supply of 250ml. of milk per working day.

1. Heat Treatment
2. Crack Detection Machine
3. Paint Shop
4. Test shop including Genset Testing
5. R & D (Working in Test shop area) excluding Application
6. Welding section of Tool Room

b) The milk shall be obtained from the Government Dairy, Aurangabad and shall be distributed through the Canteen. However, if for any reason, it is not possible to procure milk from the Government dairy, every effort shall be made to obtain the milk from alternate sources, failing which no milk shall be supplied. Furthermore, the Company shall not entertain any complaints regarding quality of milk so supplied.

c) Milk shall be supplied during working hours by the canteen staff at appropriate timings during each shift which shall be notified. No sugar will be added to the milk.

- d) No extra milk shall be given for overtime work (if any).
- e) Milk is intended for the nature of job and not for the person. If for any reason, a workman from another department/section is required to work either additionally or as a replacement, in any one of the above departments, he shall be eligible to get milk for that day only. Similarly, if a workman permanently employed in any of the above sections/departments is transferred to another section/department where the workmen are not eligible to get milk, he shall not be eligible to get milk. No cash compensation shall be given if the company is not able to procure milk for reasons beyond its control. The Union and the workmen agree that they will not raise any demand for cash compensation in lieu of milk.

21. PRODUCTION NORMS EFFICIENCY

- a) The workmen shall maintain a minimum production efficiency of 80%.

It is specifically agreed by the workmen that they would maintain minimum production norms/output which have been set-out in Annexure 'D' attached hereto. This has been arrived at by multiplying present output by a factor of 80/65 and the same has been entered in column No. 3 of Annexure 'D' and the same are to be achieved within the scheduled working hours of each shift. However, efforts will be made by workmen to increase production even beyond the minimum level.

- b) If there is any change in the material, method, Machine speed or process on the existing product lines which may involve change in work elements, revised rated levels of production will be determined by the Management after proper studies and also in consultation with the Union and the same shall be communicated to the concerned workmen who will reach the revised rated levels of production as may be agreed between the Management and the Union.

- c) The workmen working on indirect jobs (Manpower working in Stores, Maintenance, Tool Room, Personnel, Account etc. and Material handlers, helpers, cleaners in various departments) should also increase the efficiency of work.

- d) The workmen will be paid production allowance as stated in Annexure 'E'.

22. ESSENTIAL SERVICES

The essential services like Security, Transport, Canteen, Electrical, Medical, Telephone, Telex & Cleaning will not be

disturbed at the time of Industrial unrest.

23. PAYMENT OF AD-HOC AMOUNT

Every workman covered by this Settlement shall be paid an ad-hoc amount of Rs.1,400/- (Rupees One Thousand Four Hundred only) as a one time payment.

No P.F.,E.S.I. contributions shall be payable in respect of the above said ad-hoc payment.

GENERAL

1) It is the intention and purpose of the Parties that this Settlement shall promote and improve harmonious Industrial Relations between the Company and the workmen. The Company and the workmen will jointly make all efforts to place the Company in a strong financial position.

Both the Management and the Union reaffirm their policy to continue to extend their fullest co-operation to each other in all the areas including production and productivity, efficiency and conducting Time and Motion study and also that of discipline.

2) It is further agreed that Union will fully co-operate with the Management with regard to introduction of new process/machine with specialised trained workers of engineers to absorb the relevant technology with a view to constantly upgrading technology and introduce new products. In case of improvement in processes, the Management may fix the new production norms to be ascertained by the Industrial Engineering Department or an independent party like National Productivity Council, in co-operation with the Union. Union will co-operate to introduce the revised norms.

As a consequence of the above mentioned changes new introductions, the Management will not resort to any re-trenchment of workmen.

3) The workmen and the Management further agree to co-operate with each other in matters of improvement of overall efficiency, elimination of wasteful practices, overall improvement of discipline in the Company and strengthening of goodwill between the Company and Workmen.

4) The workmen who does not produce as per norms finally settled between the parties as stated in the Annexure 'D' will be treated as having committed breach of Settlement and will be dealt with accordingly.

5) In view of this Settlement, the Union/Workmen will not raise any demand for payment of arrears not specifically provided

herein.

6) It is agreed by the workmen/union that the terms of this Settlement as enumerated above are in full and final settlement of all the demands made by the Union in their Charter of Demands dated 2-06-1988.

7) As a part of the overall settlement, the workmen/union agree not to press the remaining demands from the Charter of Demands not specifically covered hereinabove and the Union further agrees that during the currency of this settlement it shall not raise any new demand involving financial burden on the Company.

8) All agreements/awards binding on the parties on the date of this Settlement shall continue to remain in force except to the extent they have been varied either explicitly or by necessary implications.

9) Merely as a Consequence of implementation of this Settlement, any facility, customary concession, privilege, amenity or benefit, monetary or otherwise, to which a workman might be entitled by way of practice, usage or custom shall not be withdrawn, reduced or curtailed except to the extent and the manner as provided for in this Settlement.

10) The workmen required for jobs other than those in which they are presently employed, shall wherever necessary be trained for other jobs.

11) The provisions of this Settlement shall be effective from 1-01-January,1989 unless otherwise specifically provided for and shall remain in force upto 31-08-1991 and, thereafter, unless terminated in accordance with the provisions of Industrial Disputes Act, 1947.

12) Ad-hoc payment in terms of Clause 23 above will be paid to the workmen on or before 24th January 1989.

Signed at Aurangabad this 6th day of February 1989.

ANNEXURE 'A'

SCALES - DAILY RATED

Gr.I	Rs. 7.50	.20/4	8.30	.25/6	9.80	.30/20	15.80
Gr.IIA	Rs. 8.50	.35/4	9.90	.40/6	12.30	.45/20	21.30
Gr.IIB	Rs. 9.00	.40/4	10.60	.45/6	13.30	.50/20	23.30
Gr.IIIA	Rs. 9.50	.55/4	11.70	.60/6	15.30	.65/20	28.30
Gr.III B	Rs.10.50	.60/4	12.90	.65/6	16.80	.70/20	30.80
Gr.IVA	Rs.11.50	.65/4	14.10	.70/6	18.30	.75/20	33.30

Gr.IVB	Rs.18.00	.75/4	21.00	.80/6	25.80	.85/20	42.80
Gr.X	Rs. 5.50	.10/4	5.90	.15/6	6.80	.20/20	10.80
Gr.XI	Rs. 6.50	.15/4	7.10	.20/6	8.30	.25/20	13.30
Gr.XII	Rs. 8.50	.35/4	9.90	.40/6	12.30	.45/20	21.30

ANNEXURE 'B'

SCALES - MONTHLY RATED

Gr.SIX	Rs. 200	10/4	240	16/6	336	18/20	696
Gr.S-IA	Rs. 200	10/4	240	16/6	336	18/20	696
Driver-A/ Printer-A/ Inspector-IA							
Gr. S-IB	Rs. 225	11/4	269	17/6	371	19/20	751
Driver-B/ Printer-B/ Inspector-IB							
Gr. S-IIA	Rs. 250	12/4	298	19/6	412	21/20	832
Jr. Clerk/ Jr. Clerk-cum- Typist/ Inspector-IIA							
Gr. S-IIB	Rs. 265	13/4	317	20/6	437	22/20	877
Inspector-IIB							
Gr. S-III	Rs. 280	15/4	340	22/6	472	24/20	952
Sr. Clerk/Typist/ Tel. Operator-I/ Telex Operator-I/ D'man-I/Setter/ Compounder-I/ Inspector-III							
Gr.S-IV	Rs. 335	20/4	415	26/6	571	32/20	1211
Jr.Asstt./ Steno-Typist/ D'man-II/Telex- Tel. Operator.II/ Jr.Charge Hand/ technician/ Gr. S-V							
Rs. 400	25/4	500	33/6	698	36/20	1418	
Steno/D'man-III/ Sr.Asstt./ Sr. Charge Hand/ Cashier							
Gr.S-VI	Rs. 500	30/4	620	38/6	848	40/20	1648
Sr.Steno/Designer Jr. Supervisor							

Note: Cashier shall be given a cash handling allowance of Rs.30/- (Rupees Thirty only) per month.

ANNEXURE 'C'

ATTENDANCE BONUS

A sum of Rs.42/- (Rupees Forty Two only) per month will be paid as Attendance Bonus to the workmen subject to the following conditions :

A) ELIGIBILITY

1. Workmen are eligible for Attendance Bonus only if they are present for a minimum of 21 working days in a month.
2. The days of absence are to be covered by authorised PL/CL/Co's Sick Leave. However, one day of absence/ESI leave will be considered to be included in the above days of absence.
3. Where the workmen are absent for more than one day in a month on ESI or any other leave not authorised by the Management, the workmen shall not be entitled for any Attendance Bonus in that month.
4. i) The number of days (not exceeding 6) on which a workman is on P.L. for the purpose of drawing his L.T.C. shall be treated as working days while paying him the Attendance Bonus.
ii) The number of days (not exceeding 15) on which a workman is on Privilege Leave for the purpose of drawing his L.T.C. once in two years shall be treated as working days while paying him the attendance bonus.

B) RATE OF PAYMENT

Workmen who fulfil the above eligibility clause shall be entitled to a payment as follows :

23 or more days of presence	- Rs.42/- per month
22 days of presence	- Rs.38/- per month
21 days of presence	- Rs.35/- per month

C) Attendance Bonus shall not be payable if a workman attends late habitually.

D) Attendance Bonus is not cumulative and is applicable only for the particular month and shall be paid along with the salary /wages for the same month.

E) The Attendance Bonus shall not be included for the purpose

of P.F., Gratuity, Annual Bonus (if Any), but shall be included for the purpose of E.S.I. or for any other statutory deductions that may be enforced from time to time by legislation.

F) The final decision in all matters pertaining to Attendance Bonus shall rest with the Management.

ANNEXURE 'E'

PRODUCTION ALLOWANCE

1. Category	Effective 1-01-1989	Effective 1-05-1990
A. Direct Daily Rated Workmen	Rs.70/-p.m.	Rs. 74/- p.m.
B. Indirect Daily Rated Workmen & Monthly rated Workmen	Rs.48/- p.m.	Rs. 52/- p.m.
II. Workmen of the following Departments/Sections shall come under Category 'A' :		
1. Machine Shop		
2. Assembly		
3. Heat Treatment	Daily rated workmen	
4. R & D		
5. Spares		
6. Servicing		
7. Welding Section of Tool Room		
III. Workmen of the following Departments/Sections shall come under Category 'B' :		
1. Machine Shop	- Monthly rated workmen	
2. Machine Shop	- Daily Rated Grade X	
3. Assembly	- Monthly rated workmen	
4. Assembly	- Daily rated Grade X	
5. Heat Treatment	- Monthly rated workmen &	
6. Tool Room	- Daily rated workmen & monthly rated workmen	
7. Quality Control	· Daily rated workmen & monthly rated workmen	
8. Servicing	· Monthly rated workmen	
9. Tool Crib	Daily rated workmen & monthly rated workmen	

- | | |
|--|---|
| 10. Maintenance | - Daily rated workmen & monthly rated workmen |
| 11. Stores/Planning/
Cosumable Stores/
Contracts | - Daily rated workmen & monthly rated workmen |
| 12. Personnel & Admn. | - Daily rated workmen & monthly rated workmen |
| 13. Tool Planning/
Consumable Stores | - Monthly rated workmen & daily rated workmen |
| 14. Industrial Engg/Tool
Design | - Monthly rated workmen |
| 15. D.D.O./R.&D. | - Monthly rated workmen |
| 16. Accounts | - Monthly rated workmen |
| 17. Purchase | - Monthly rated workmen |
| 18. Factory Management | - Daily rated workmen & monthly rated workmen |

IV. Existing practice of doing production jobs in Tool Room and other Sections will continue.

V. The Production Allowance shall not be included for the purpose of P.F. Gratuity, Annual Bonus (if any), but shall be included for the purpose of E.S.I. or for any other statutory deductions that may be enforced from time to time by legislation.

VI. Production Allowance shall be paid full provided their payable days in a month are 20 or more. In all other cases, Production Allowance will be paid on a pro-rata basis.

HINDUSTAN COPPER

MEMORANDUM OF SETTLEMENT ARRIVED AT BETWEEN THE MANAGEMENT OF HINDUSTAN COPPER LIMITED AND THEIR WORKMEN REPRESENTED BY VARIOUS UNIONS OPERATING AT DIFFERENT ESTABLISHMENTS OF THE COMPANY DURING THE CONCILIATION PROCEEDINGS HELD BY THE CHIEF LABOUR COMMISSIONER (CENTRAL) UNDER SECTION 12(3) OF THE INDUSTRIAL DISPUTES ACT, 1947 ON 7TH NOVEMBER, 1989 AT SHRAM SHAKTI BHAWAN, NEW DELHI.

NAME OF PARTIES

REPRESENTING WORKMEN

REPRESENTING MANAGEMENT

AITUC

1. Mrs Parvathi
Krishnan
Secretary, AITUC
&
President
Khetri Tamba
Shramik Sangh
(KTSS)
Alternate
Chuni Lal Meena
Secretary, KTSS
2. K S Somra
Vice President
KTSS
Alternate
B K Upadhyay
Secretary, KTSS
3. P S Parmar
General Secretary
KTSS
&
President
KTSS (CB) &
Dariba Tamra
Pariyojna
Shramik Sangh
Alternate
Inder Raj Verma
General Secretary
DTPSS

BMS

S/Shri
1. O P Aghi
Organising
Secretary
Bharatiya
Mazdoor
Sangh
Alternate
Stephen Mondal
Working President
Bharatiya Khanij
Mazdoor Sangh
(BKMS)
2. R K Joshi
General Secretary
BKMS
Alternate
PK Mukherjee
Vice President
BKMS (till his
promotion as an
officer of the
Company)
3. Dayal Chand
General Secretary
Hindustan Copper
Delhi Office
Employees' Union
(HCDOEU)
Alternate

INTUC

S/Shri
1. S. Chowdhury
President
Mosaboni Mines
Labour Union (MMLU)
Alternate
A Ramamurthy
Vice President (MMLU)
2. Asoke Kr Misra
General Secretary
MMLU
Alternate
Jagannath Majhi
Vice President
MMLU
3. Madhusudan
Mukhopadhyay
General Secretary
Hindustan Copper
Head Office Staff
Union (HCHOSU)
Alternate
C D Sinha
Vice President
HCHOSU
4. Badri Prasad Singh
Asstt. Secretary
MMLU
Alternate
Bhandu Hansda

S/Shri
1. P V Venkatesan
Chairman
2. Ved Leekha
Director (Personnel)
3. R C Checker
Director (Operations)
4. P V R Reddy
Director (Finance)
5. S K Sharma
Sr Dy General
Manager (P&A)
Malankhand Copper
Project
6. R L Sharma
Dy General Manager
(P&A), Khetri
Copper Complex
7. U Sen
Dy General Manager
(P&IR), Head Office
&
Secretary of the
Committee
8. S N Sinha
Dy General Manager
(P&A), Indian
Copper Complex

4. BR Saini Secretary, KTSS <u>Alternate</u> SK Sharma Secretary KTSS (CB)	SC Sharma President HCDOEU	Asstt. Secretary MMLU	Alternate Member to any member represent- ing Management M N Samaddar Manager (Finance) Head Office Anil Kumar Manager (Personnel) Head Office & Asstt. Secretary of the Committee
5. Tika Ram Majhi President Rakha Copper Mazdoor Sangh (RCMS) <u>Alternate</u> Ajit Kumar Roy Asstt. Secretary ICC Workers' Union			
6. Basuki Singh General Secretary ICC Workers' Union <u>Alternate</u> Umesh Kumar Singh Executive Member ICC Workers' Union			
7. BS Banra General Secretary RCMS <u>Alternate</u> PB Mahato Executive Member RCMS			

CHAPTER -I

SHORT RECITAL OF THE CASE

1.1 The first all India Wage Negotiating Committee consisting of representatives of Management and recognised Unions operating at different projects of HCL was constituted in 1979 with the objective of attaining uniformity in the wage structure and other terms and conditions of service of workmen as far as possible for harmonious industrial relations and higher productivity. Prior to 1979, the wage structure and other terms & conditions of service of workmen at different projects of HCL were governed by separate wage settlements. For the first time, in the history of the Company, the first All India Wage Negotiating Committee signed a bipartite agreement on 27.3.1980 which brought uniformity in the wage structure and other terms and conditions of service.

1.2 After the expiry of the first All India HCL Wage Agreement dated 27.3.80, the second All India HCL Wage Negotiating Committee was constituted in consultation with the representatives of the recognised unions of the projects for revising the wage structure and other terms and conditions of service which were due from 1.9.83. In the second All India HCL Wage Negotiating Committee, the workmen were represented by 42 representatives from the different projects and offices. There were 13 representatives from the management side. The second All India Wage Negotiating Committee became too large due to absence of recognised unions at Khetri and Malanjhand at the time of the formation of the Committee. As the representation in the main body of the second All India Wage Negotiating Committee was quite large, it was considered necessary to constitute a small and compact joint working Group from amongst the members of the second All India Wage Negotiating Committee to deliberate on various issues issues and help the main Committee in arriving at a settlement.

1.3 The second All India HCL Wage Settlement signed on 19.11.84 was operative for a period of 4 years w.e.f. 1.9.83 and expired on 31.8.87. On the basis of experience gathered during the second All India Wage Negotiations, specially with regard to the size of the Committee, the management as well as recognised unions were of the view that the third All India HCL Wage Negotiating Committee should be smaller. On the basis of discussions with the representatives of the recognised unions operating at projects and offices of HCL, it was decided that the

representation in the third All India Wage Negotiating Committee shall be as under from amongst the representatives of the recognised unions operating at different projects and offices:

The workmen shall be represented on the basis of affiliations to their All India Bodies, namely, INTUC, AITUC and BMS as all the recognised unions at different projects were affiliated to one or the other. The representation was decided as under:

Unions affiliated to AITUC	-7 representatives
Unions affiliated to INTUC	-4 representatives
Unions affiliated to BMS	-3 representatives

1.4 It was also decided that the total number of management representatives shall be 7 excluding CMD who shall be the ex-officio Chairman of the Committee.

1.5 The representatives of the unions discussed amongst themselves the various charter of demands submitted by the individual recognised unions to the management and formulated a common Charter of Demands on 27.10.88 for negotiations. Subsequently, the third All India Wage Negotiating Committee deliberated on the various demands and consensus could be reached on a number of issues contained in the common Charter of Demands. A few points remained unresolved in spite of efforts made by both the parties and in order to resolve such issues, the management and the representatives of the unions in the third All India Wage Negotiating Committee approached the Chief Labour Commissioner (Central) for using his good offices. After giving notice to the concerned parties, CLC(C) held the conciliation proceedings on 7th November, 1989 at New Delhi and after protracted discussions, a settlement was reached on various demands contained in the common Charter of Demands, the terms of which are set out in the following Chapters of this Memorandum of Settlement.

CHAPTER -II

SCOPE AND COVERAGE

2.1 This Settlement shall cover all workmen borne on the rolls of Hindustan Copper Limited at:-

- (i) Mosaboni Mines of Indian Copper Complex
- (ii) Moubhandar Works of India Copper Complex
- (iii) Khetri Copper Complex
- (iv) Malanjhand Copper Project

- (v) Chandmari Copper Project
- (vi) Dariba Copper Project
- (vii) Rakha Copper Project
- (viii) Head Office, Calcutta
- (ix) Delhi Office, and
- (x) Bombay & Bangalore Office

2.2 Except where otherwise specifically stated in this Settlement, the provisions of this Settlement shall come into force at the above projects and offices w.e.f. 1.9.87 and shall remain valid upto 31.10.1992.

CHAPTER-III MINIMUM WAGE AND WAGE STRUCTURE

3.1 THE COMPONENTS OF WAGE

The Wage structure of workmen shall consist of -

- (a) Basic Pay
- (b) Fixed Dearness Allowance, and
- (c) Variable Dearness Allowance

3.2 MINIMUM WAGE

The minimum wage of workmen as on 1.9.1987 shall be Rs. 1259.30 per month consisting of :

(a) Basic Pay	-Rs.1100.00
(b) Fixed Dearness Allowance (at AICPI 672(1960-100))	-Rs. 108.15
(c) Variable Dearness Allowance (at AICPI 703(1960-100))	-Rs. 51.15
	-Rs.1259.30

3.3 REVISION IN SCALES OF PAY

The existing scale of pay of workmen shall be revised w.e.f. 1.9.87 as agreed to and incorporated at Annexure-I.

3.4 INTERIM RELIEF

3.4.1 The interim relief paid to workmen from 1.1.1986 to 31.8.1987 will not be recovered.

3.4.2. Interim Relief paid from 1.9.87 has been taken into account to arrive at the pre-revised wages as referred to at para 5.1 hereinafter. Thereafter, the interim relief has been adjusted in the revised wage structure as per fitment formula referred to at para 5.1 hereinafter.

3.5 LUMP SUM PAYMENT

3.5.1 Workmen who were on the rolls of the Company as on 1.9.1987 and continue to be in service till the date of signing of this settlement will be paid a lumpsum amount arrived at the rate of Rs. 100/- per month for the period from 1.9.87 to 31.10.1988. The workmen who were on the rolls of the Company between 1.9.1987 and 31.10.88 shall be entitled to this lumpsum payment on pro-rata basis.

3.5.2. The lumpsum payment, as above, will not count for any other consequential payments/benefits.

3.5.3. With effect from 1.11.1988, the aforesaid amount of Rs. 100/- per month shall be merged into Fixed Dearness Allowance as shown in Annexure-II.

CHAPTER-IV DEARNESS ALLOWANCE

4.1 DEARNESS ALLOWANCE FORMULA

The revised Dearness Allowance formula consisting of Fixed Dearness Allowance and Variable Dearness Allowance shall come into force w.e.f. 1.9.87.

4.2 Fixed Dearness Allowance payable from 1.9.87 to 31.10.88 and from 1.11.88 shall be as per Annexure-II.

4.3 VARIABLE DEARNESS ALLOWANCE

4.3.1 No Variable Dearness Allowance shall be payable at AICPI 672 in the quarterly average of All India Average Consumer Price Index Number for industrial workers (1960-100).

4.3.2 For increase or decrease beyond AICPI 672 (1960-100), variable Dearness Allowance shall vary at the rate of Rs. 1.65 for each point. The V.D.A. at AICPI 703 (1960-100) as on 1.9.87 will be Rs. 51.15 paise calculated @ Rs.1.65 paise per point rise over the base AICPI 672 (1960-100).

4.3.3 Amount of Variable Dearness Allowance shall be revised every quarter according to rise or fall in the All India Average Consumer Price Index Number for industrial workers (1960-100) on 1st February, 1st May, 1st August and 1st November on the basis of average of the AICPI of the quarter ending December, March, June and September respectively

4.3.4. In arriving at the quarterly average of Consumer Price Index, fraction if any, in the average index shall be rounded off to the next higher integer.

4.3.5 In case the Government of India revises the rate of neutralisation of DA per point in respect of Central Public Sector Undertakings where the rate of Dearness Allowance of Rs. 1.65 p. per point applies at present on the recommendation of the tripartite Committee, such revised rate of Dearness Allowance and the date of effect as may be decided by the Government will apply to the workmen covered by this Settlement.

CHAPTER -V

FITMENT IN THE REVISED SCALES OF PAY

5.1 From the sum of the pre-revised gross at AICPI 703 (1960-100) consisting of Basic Pay, Fixed Dearness Allowance, Variable Dearness Allowance and Interim Relief, the revised FDA at AICPI 672 (1960-100) and VDA at AICPI 703 (1960-100) shall be deducted to arrive at the revised basic pay in the corresponding revised scales of pay. Thereafter, the revised basic pay to each workman shall be fitted w.e.f. 1.9.1987 in the corresponding revised scale of pay at a stage equivalent to the revised pay and if no such stage is available at the immediate next higher stage. If the revised gross consisting of revised basic pay, FDA and VDA as on 1.9.87 of any workman is less than pre-revised gross consisting of pre-revised basic, pre-revised FDA, VDA and IR as on 31.8.87, the basic pay shall be stepped up to higher stage/s in such a manner that the revised gross is not less than the pre-revised gross. Examples of fitment are given at Annexure-III.

5.2 If the revised wage of any workman exceeds the emoluments admissible at the maximum of the revised scale of pay, the difference shall be paid as 'Personal Pay'. Personal pay will be treated as basic pay at the time of promotion/granting higher scale and fitment benefit will be given after that in a normal procedure. This will be subject to a minimum benefit of an amount equivalent to one increment last drawn by the workman as agreed to vide settlement dated 19.11.1984.

5.3 Existing Personal Pay other than those mentioned in Clause 5.4 will be added with the pre-revised wages of the workmen and thereafter, fitment will be carried out in accordance with the provisions stated at para 5.1 above as agreed to vide Settlement dated 19.11.1984.

5.4 Personal Pay of the workmen who have been given alternative employment in lower scale of pay as a result of accident arising out of and in the course of employment and on medical ground shall, however, not be merged with the pre-revised wages

at the time of fitment in the revised scales of pay and shall continue to remain as a separate element of wages. Personal pay granted for acquiring prescribed qualification in Hindi and incentive for family planning will also not be merged and shall continue as before as agreed to vide settlement dated 19.11.1984.

5.5 INCREMENT

There will be no change in the date of normal annual increment. However, in cases where a workman's pay is fixed with effect from 1.9.1987 in the revised scale of pay at the same stage as the one fixed for another workman junior to him in the same cadre who is drawing pay at lower stage than him in the pre-revised scale, the senior person shall be granted the next increment in the revised scale on the same date as admissible to his junior provided the date of increment of the junior happens to fall earlier.

5.6 STAGNATION INCREMENT

Workmen who are fitted at the maximum of the revised scale in the revised wage structure or reach the maximum of their revised scale shall be allowed, during the period of operation of this Settlement until 31.10.1992, one stagnation increment equivalent to the last incremental rate in the revised scale, after two years from the date of their reaching the maximum of the revised scale if their pay continues to remain at the maximum of the scale for a two year period.

CHAPTER-VI

ATTENDANCE BONUS

6.1 The revised Attendance Bonus will be Rs. 38/- per month w.e.f. 1.1.1989 subject to existing terms and conditions of payment of Attendance Bonus. The component of Rs. 18/- out of the total existing Attendance Bonus of Rs. 30/- will be revised to Rs. 26/- to make the total Attendance Bonus Rs. 38/- per month w.e.f. 1.1.1989. The condition of payment of Attendance Bonus shall continue to be governed by the existing terms & conditions incorporated in the Memorandum of Settlement dated 19.11.1984.

6.2 The Attendance Bonus Scheme, as applicable to workman of ICC as on 31.8.87 as per Clause 6.2 of the all India Wage Settlement dated 19.11.84 shall be suitably modified to provide for balance amount as spelt out in para 6.1 above.

CHAPTER-VII

HOUSE RENT ALLOWANCE & HOUSE RENT RECOVERY

HOUSE RENT ALLOWANCE

7.1 The revised House Rent Allowance shall be Rs. 45/- per month with effect from 1.1.88 and the workmen who are not provided with Company quarters at the projects will be eligible to receive the same.

7.2 The existing rate of HRA payable @ 25% of the basic pay for the workmen of Head Office at Calcutta shall be revised to 30% of Basic Pay from the date of signing this Settlement.

HOUSE RENT RECOVERY

7.3 There shall be no change in the existing prescribed percentage of Basic Pay (i.e. 7.50% or 10% as the case may be) for recovery of house rent. However, there will be no change in the recovery of house rent till the date of signing of this Settlement. Thereafter, the house rent recovery shall be made as per existing prescribed percentages on the pre-revised basic pay applicable to workmen with effect from 1.9.83 as per All India Wage Settlement dated 19.11.84.

CHAPTER-VIII

UNDERGROUND ALLOWANCE

8.1 The Underground Allowance to eligible workmen shall be paid at the existing rate of 20% on the revised basic pay minus Rs. 250/-per month with effect from 1.9.1987.

8.2 The existing prescribed condition with regard to payment of underground allowance shall continue to be followed.

CHAPTER-IX

OTHER ALLOWANCES

9.1 TRANSPORT SUBSIDY

Workmen who do not utilise Company's transport and do not claim reimbursement of local travelling expenses will be paid transport subsidy @ Rs. 2.70 paise (Rupees two and paise seventy only) per day of actual attendance with effect from 1.1.89.

9.2 ADDITIONAL TRANSPORT SUBSIDY

Additional transport subsidy @Rs.3.30 paise (Rupees three and

paise thirty) only per day of work will be paid to those workmen who perform duty in the night shift commencing from 9 p.m. onwards with effect from 1.1.89.

9.3 REIMBURSEMENT OF LOCAL TRAVELLING EXPENSES

9.3.1. Reimbursement of local travelling expenses shall be made to the workmen with effect from 1.4.89 who are required to possess and maintain moped/scooter/motorcycle for discharging their duties at the following rates, subject to their fulfilling other conditions prescribed in the rules and regulations in this regard.

<u>Mode of conveyance</u>	<u>Eligibility</u>	<u>Amount per month</u>
Moped	All workmen	Rs.70/-
Scooter/motorcycle	workmen in the scales of pay of TVI&CIV and above	Rs.110/-

9.3.2. Workmen claiming reimbursement of local travelling expenses shall not be entitled to get transport subsidy as per Clause 9.1 above.

9.4 WASHING ALLOWANCE

9.4.1 The rate of washing allowance to workmen who are issued with liveries only at present will be revised w.e.f. 1.1.89 as under:

<u>Category of workmen</u>	<u>Rate</u>
Nursing & para-medical staff	Rs.25/-per month
Others	Rs.18/-per month

9.5 CITY COMPENSATORY ALLOWANCE

The existing rate and the Scheme for payment of City Compensatory Allowance will continue.

CHAPTER-X

LEAVE TRAVEL CONCESSION

10.1 The present scheme of granting LTC for visiting hometown once in a period of two years under the existing rules and instructions and as per the definition and entitlement under the Hindustan Copper Employees' (Travelling Allowance) Rules, 1982 shall continue.

10.2 A workman who does not, for any reason, avail LTC vide para 10.1 above, shall be paid a lumpsum amount of Rs. 500/- once in a period of two years' block commencing from the block years 1988-1989 (i.e. 1.1.88 to 31.12.89).

10.3 There shall be no change in the existing Scheme of grant of LTC for travel to any place in India in lieu of LTC for visiting home town during any one of the two-year block period (1.1.88 to 31.12.89 and 1.1.90 to 31.12.91).

Explanatory Note: A workmen is now entitled to LTC for visiting his hometown once during the block years 1988-89 and once during the block years 1990-91. A workmen may:-

(i) avail LTC for journey to any place in India during 1988-89 and avail journey to hometown or receive lumpsum payment during 1990-91.

or

(ii) avail journey to hometown or receive lumpsum payment once during 1988-89 and avail LTC to any place in India during 1990-91.

or

(iii) avail journey to hometown or receive lumpsum payment once during 1988-89 and again during 1990-91.

10.4 The Scheme for grant of leave travel concession to visit hometown and any place in India shall be regulated in accordance with the existing instructions and rules regarding duration for which leave is to be availed, grant of advance etc. and additional instructions that will be issued by the Management with regard to the procedure to be followed.

CHAPTER-XI

GENERAL

11.1 It is agreed that the revision in wages as a result of this Settlement shall not enhance the entitlement of workmen to type of quarter, class of travel, daily allowance rates etc. Similarly, the revision will not reduce the entitlement of workman children's education allowance etc.

11.2 It is agreed that during the period of this Settlement, demands regarding wages, allowances and matters covered by this Settlement shall not be raised by the unions.

11.3 It is agreed that as and when Government of India formulates Pension Scheme for the workmen of Central Public Sector Undertakings, the same shall be introduced and implemented for the workmen of HCL.

11.4 Existing benefits and facilities not altered by this Settlement shall continue as hitherto.

11.5 It is agreed that consequential payment, such as overtime, leave encashment, acting allowance, incentive-bonus (wherever linked to pay) etc. which workmen may be entitled to due to

revision in pay shall be calculated from 1.9.1987 or such other date(s) as has been specified under different clauses of this Settlement.

11.6 This Settlement does not prejudice cases which are as on date pending in Adjudication before any Tribunal/labour Court in respect of matters not covered by this Settlement.

11.7 This Settlement will remain in operation for a period from 1.9.1987 to 31.10.1992. The parties shall commence negotiations for a fresh settlement. (One year before the date of expiry of this settlement).

11.8 The arrears arising out of revision in scales of pay and other matters in terms of the Settlement shall be calculated and paid before 31st December, 1989.

CHAPTER-XII

PRODUCTION AND PRODUCTIVITY

12.1 Both the management and representatives of unions agree that HCL should grow at a faster rate and aim to meet the nation's requirement, improve the quality of worklife, work culture and industrial peace. In order to achieve the above, both the parties agree to work together by :-

- (a) jointly pursuing in promoting industrial peace and harmony.
- (b) achieving highest efficiency by way of excellence in performance and productivity consistent with safety, health and other measures.
- (c) improving utilisation of installed capacity of mines and plants.
- (d) maintaining discipline at all levels.
- (e) improving housekeeping and working conditions.
- (f) resolving all disputes by mutual dialogues.

12.2 Both management and unions are committed to create a healthy and safe working environment for all employees in the Copper Industry and jointly promote effective functioning of bipartite forums and statutory committees.

CHAPTER-XIII

IMPLEMENTATION OF THE SETTLEMENT

13.1 In respect of anomalies, if any, that may arise in the revised wage structure or any other terms of the Settlement, the same will be taken up by this Committee, if brought to its notice within six months from the date of signing of this Settlement. If any

difficulty in implementation of this Settlement is experienced, the same will also be taken up by this Committee.

SIGNATURE OF THE PARTIES

ANNEXURE - I
(Vide Clause 3.3)

PRE-REVISED AND CORRESPONDING REVISED SCALES OF PAY

(Application to workmen of different project and office with effect from 1.9.87)

PRE-REVISED SCALES OF PAY REVISED SCALES OF PAY
TECHNICAL

1. 550-11-715	1100-20-1400
2. 565-13-786	1130-23-1475
3. 585-15-810	1160-27-1565
4. 615-18-885	1200-32-1680
5. 645-21-960	1240-37-1795
6. 675-25-1000	1280-43-1925
7. 725-28-837-34-1143	1340-49-1487-59-2195
8. 795-41-1328	1420-70-2470
9. 865-48-1489	1525-80-2725
10. 885-48-1029-55-1524	1570-80-1810-90-2390

CLERICAL, MEDICAL & TEACHING STAFF

1. 550-11-715	1100-20-1400
2. 565-13-786	1130-23-1475
3. 615-18-705-21-936	1200-32-1296-37-1740
4. 675-25-800-34-1106	1280-43-1452-59-2101
5. 795-41-1328	1420-70-2470
6. 865-48-1489	1525-80-2725

ANNEXURE-II
(Vide Clause 4.2)

**STATEMENT SHOWING RATES OF FIXED DEARNESS ALLOW-
ANCE**
(AT AICPI 672(1960=100))

Pay Range	Amount of FDA	
	From 1.9.87	From

	to31.10.88	1.11.88
At 1100	108.15	208.15
1101-1146	116.00	216.00
1147-1196	131.00	231.00
1197-1246	146.00	246.00
1247-1296	181.00	281.00
1297-1346	196.00	296.00
1347-1396	211.00	311.00
1397-1446	231.00	331.00
1447-1496	251.00	351.00
1497-1546	271.00	371.00
1547-1596	351.00	451.00
1597-1646	371.00	471.00
1647-1746	431.00	531.00
1747-1946	461.00	561.00
1947-2146	521.00	621.00
2147-2346	571.00	671.00
2317 & above	631.00	731.00

ANNEXURE-III
(Vide Clause 5.1)

STATEMENT SHOWING EXAMPLE OF FITMENT

Pre-revised scale of pay : 550-11-715
Revised Scale of Pay : 1100-20-1400

<u>Pre-revised Basic Pay of Rs.627/-</u>	
Pre-revised Basic Pay on 31.8.1987	Rs. 627.00
Pre-revised Fixed Dearness Allowance	Rs. 232.50
Pre-revised Variable Dearness Allowance at CLI 703	Rs. 396.25
Interim Relief	Rs. 100.00
Pre-revised Gross	Rs.1355.15
<u>Deduct</u>	
Revised VDA at AICPI 703 (1960 = 100) as on 1.9.1987	- Rs. 51.15
Revised FDA at AICPI 672 (1960 = 100) as on 1.9.1987	- Rs. 131.00
	Rs. 182.15
Revised Basic Pay	Rs.1173.60
Fitment Basic Pay	Rs.1180.00
Revised FDA at AICPI 672(1960 = 100)	

as on 1.9.1987	Rs. 131.00
Revised VDA at AICPI 703 (1960 = 100)	
as on 1.9.1987	Rs. 51.15
	Rs.1362.15
Benefit:	Rs. 6.40

STATEMENT SHOWING EXAMPLE OF FITMENT

Pre-revised scale of pay: 725-28-837-31-1143
 Revised Scale of pay 1340-49-1487-59-2195

Pre-revised Basic Pay as on 31.8.87	Rs.905.00
Pre-revised FDA	Rs.332.50
Pre-revised VDA	Rs.396.25
Interim Relief	Rs.120.00
Pre-revised wage as on 31.8.87	Rs.1753.75
Deduct revised VDA at AICPI 703	
(1960 = 100)	-51.15
Deduct revised FDA as on 1.9.87 -251.00	Rs.302.15
Revised Basic Pay as on 1.9.87	Rs.1451.60
Fitment Basic Pay as on 1.9.87	Rs.1487.00
Revised FDA as on 1.9.87	Rs. 251.00
Revised VDA (at AICPI 703)	Rs. 51.15
Revised Gross	Rs.1789.15
Benefit	Rs. 35.40

STATEMENT SHOWING EXAMPLE OF FITMENT

Pre-revised scale of pay 795-41-1328
 Revised scale of pay 1420-70-2470

<u>Pre-revised basic pay Rs.1041</u>	
Pre-revised basic pay as on 1.9.87	Rs.1041.00
Pre-revised FDA	Rs. 372.50
Pre-revised VDA	Rs. 396.25
Interim Relief	Rs. 180.00
Revised wage as on 1.9.87	Rs.1989.75
Deduct revised VDA at AICPI 703	
(1960 = 100)	-51.15
Deduct revised FDA as on 1.9.87	351.00
Revised Basic Pay as on 1.9.87	Rs. 402.15
Fitment Basic Pay as on 1.9.87	Rs.1587.60
Revised Basic Pay as on 1.9.87	Rs.1630.00
Revised FDA as on 1.9.87	Rs. 371.00
Revised VDA at AICPI 703 (1960 = 100)	Rs. 51.15
Revised Gross	Rs.2052.15
Benefit	Rs. 62.40

INDIAN PETROCHEMICALS

MEMORANDUM OF SETTLEMENT UNDER SECTION 12(3)
READ WITH SECTION 18(3) OF THE INDUSTRIAL DISPUTES ACT,
1947

Memorandum of Settlement dated October 21, 1989 between Indian Petrochemicals Corporation Limited, P.O. Petrochemicals, District Vadodara (hereinafter referred to as 'the Corporation') and its workmen as defined in the Industrial Disputes Act, 1947, represented by IPCL Employees' Union, a registered Trade Union (hereinafter referred to as 'Union').

NAMES OF PARTIES

Representing Employer :

Indian Petrochemical
Corporation Limited,
P.O. Petrochemicals,
Distt. Vadodara - 391 346

1. Shri Manmohan Singh,
General Manager (Operations)
2. Shri JC Amin,
General Manager (Engineering)
3. Shri LH Ramani,
General Manager
(Personnel & Admn)
(Baroda Complex)
4. Shri L. Rajagopalan,
General Manager
(Corporate Personnel)
5. Shri SB Shah,
Financial Controller (CAPA)
6. Shri BM Kapadia,
Personnel Manager (IR)

Representing Workmen :

IPCL Employees' Union.
Sunmoon Building,
Laheripura New Road,
Vadodara - 390 001

1. Shri SJ Prasad,
General Secretary,
2. Shri VB Goswami,
Vice President.

WHEREAS

(a) A Memorandum of Settlement dated 2nd April, 1984, had been arrived at between the Corporation and its workmen represented by Union in the course of conciliation proceedings which was binding for a period of 4 (four) years from 1st October, 1983 to 30th September, 1987.

(b) Union submitted fresh charter of demands vide its letter dated 27th April, 1987 to the Corporation for conducting negotiations for a fresh long term Settlement. The Union had served a strike notice dated 1st February, 1989 under Section 22 of Industrial Disputes Act, 1947 on the Corporation showing its intention to go on strike if the demands were not settled within 14 (fourteen) days of the notice. As a result of the strike notice demands mentioned in the charter and in the strike notice submitted by the Union were admitted in conciliation vide case No.30.89.

(c) As a result of negotiations between the parties in the course of conciliation proceedings, a Settlement has been arrived at by and between the parties in terms of Section 12(3) read with Section 18(3) of the Industrial Disputes Act, 1947.

NOW, THEREFORE, it is hereby agreed and declared by and between the parties that the demands contained in the charter of demands and the strike notice dated 1st February, 1989 submitted by the Union are settled in the manner following:

I OBJECTIVES

The main objectives of the Settlement are -

- (1) to achieve orderly, harmonious relationship and lasting industrial peace in the Corporation, and
- (2) to secure maximum productivity, efficiency and economy through smooth and uninterrupted working for the benefit of the community.

II APPLICABILITY AND TERMS OF SETTLEMENT

This Settlement shall be applicable to all workmen of the Corporation borne on the regular scales of pay obtaining prior to this Settlement and to those appointed hereafter on the corresponding revised scales indicated in para 1.1 below:

REVISION OF PAY SCALES/PAY-FIXATION FORMULA/STAGNATION INCREMENT, ETC.

1.1 The scales of pay of workmen as on 30th September, 1987 (hereinafter referred to as pre-revised scales) will stand revised

with effect from 1st October, 1987, as under:-

Pre-revised Pay Scales	Revised Pay Scales
Rs.290-9-335-11-445	Rs.1000-18-1180-23-1364
Rs.360-11-415-14-513-17-615	Rs.1070-20-1190-25-1340-30-1580
Rs.410-14-480-17-599-22-775	Rs.1120-30-1270-35-1515-40-1835
Rs.500-20-600-25-775-30-1015-35-1155	Rs.1210-35-1385-40-1665-50-2065-60-2305
Rs.605-30-755-35-1000-40-1280	Rs.1310-50-1560-55-1945-65-2595
Rs.730-35-905-40-1105-45-1330-50-1480	Rs.1440-60-1740-70-2090-75-2465-80-2865

The revised scales of pay will be linked with All India Average Consumer Price Index No. for Industrial workers (general) (base 1960=100) Simla Series, (hereinafter referred to as CPI) at 634 CPI.

1.2 PAY FIXATION FORMULA

The Basic Pay of the workmen in service on 30th September, 1987 will be fixed on 1st October, 1987 in the corresponding revised scales of pay in the following manner.

(a) To the Basic Pay as on 30th September, 1987, add (i) IDA at CPI-634, i.e. Rs. 613.90, (Rupees Six hundred thirteen and paise ninety only) and (ii) an adhoc amount of Rs. 90/-. If the sum so arrived at is equivalent to a stage in the corresponding revised scale, that will be the Basic Pay in the corresponding revised scale of pay. If no such stage exists in the corresponding revised scale of pay, the Basic Pay shall be fixed at a stage next above in the corresponding revised scale of pay.

(b) The Basic Pay so arrived at (a) above will thereafter be enhanced by one increment (Refer Pay Fixation Table-Annexure-A (1 to 6)).

(c) Cases may occur where the pay of workmen in pre-revised scales at any particular stage and the stage next above may get fixed at the same stage in the revised scale. In such cases, if, as a result of the date of annual increment of a workman whose pay was at a lower stage in pre-revised scale falling earlier than that of a workman who had been drawing pay at next higher stage in the pre-revised scale, the former workman draws higher rate of pay in the revised scale, the date of annual increment of the latter

workman will be advanced to that of the former. The above shall be considered scalewise. (Illustration at Annexure-B).

(d) Those of the workmen joining the service of the Corporation on or after 1st October, 1987, but before the date of this Settlement shall be deemed to have been appointed in the revised scale of pay with effect from the date of their joining. The initial pay in such cases will be fixed in the revised scale on a point to point basis, subject, however, to the condition that such workman's pay shall not be fixed at a stage higher than that at which the pay of any other workman, drawing the same rate of pay on 30th September, 1987 is fixed in the revised scale.

(e) The date of annual increment shall remain unchanged.

1.3 STAGNATION INCREMENT

In the case of a workman who reaches the maximum of the revised scale of pay, the existing system of grant of stagnation increment will be continued-i.e. one stagnation increment at the rate of last increment drawn will be allowed on each alternate anniversary of date of increment during the validity of this Settlement subject to a maximum of two such stagnation increments.

For the purpose of fixation of pay of such a workman on upgradation/promotion/direct appointment to the next higher post, basic pay (inclusive of stagnation increment) will be fixed by increasing his basic pay (inclusive of stagnation increment) by an amount equivalent to one notional increment at the rate of last increment in the lower Scale of Pay and his/her initial basic pay in the next higher Scale of Pay shall be fixed at the same stage (if available) or at the next higher stage, if such stage is not available.

1.4 PAY FIXATION ON PERSONAL UPGRADATION/PROMOTION FROM NONSUPERVISORY SCALE (GRADE-I) TO FIRST LINE SUPERVISORY SCALE

In the event a workman covered by this Settlement is given personal upgradation/promoted to the higher post in the supervisory pay scale (not covered by this Settlement) on or after 1st October, 1987, his/her pay on such personal upgradation/promotion would be fixed in accordance with pay fixation table to be worked out separately. The application of pay fixation table as mentioned in the Understanding dated 2nd April, 1984, would therefore cease to be operative from 1st October, 1987.

1.5 The reservation expressed by the Union in regard to the use of the words "upgradation" and "personal upgradation" and paras 1.3 and 1.4 above in the light of the fact that the Union was not a signatory to the Guiding Principles on Promotion/Advancement by way of upgradation to the next higher scale in respect of non-supervisory employees of IPCL is noted.

2. INDUSTRIAL DEARNESS ALLOWANCE

Considering the merger of IDA at CPI-634, i.e. Rs. 613.90 (Rupees Six hundred thirteen and paise ninety only) with pay, the Dearness Allowance to the workmen will continue to be paid at the existing rate of Rs. 1.65 per point in excess of CPI-634. In case Govt. of India orders revision of Dearness allowance formula for workers of Public Sector Undertakings on Industrial Dearness Allowance pattern, the same formula will be made applicable to the workmen of the corporation effective from such date as decided by the Government. All other existing terms and conditions of determining IDA payable to workmen shall continue to apply except to the extent of above modification.

3. INTERIM RELIEF

3.1 Subject to the approval of the Govt. of India, Interim Relief paid to workmen (non-supervisory employees) of the Corporation during the period 1st January, 1986 to 30th September, 1987, will not be recovered.

3.2 Interim Relief already paid during the period 1st October, 1987 to 31st March, 1989 will be treated as a lumpsum payment.

3.3 Interim Relief paid from 1st April, 1989 will stand adjusted against arrears payable under this Settlement.

3.4 Workmen (non-supervisory employees) will be paid an additional lumpsum amount on a uniform basis as follows:-

1st October, 1987 to 31st March, 1988 -Rs.25/-p.m.

1st April, 1988 to 31st March, 1989 -Rs.40/-p.m.

3.5 The lumpsum payments indicated at para 3.2 and the lumpsum payment of Rs. 25/- per month indicated at para 3.4 will not count for any consequential benefits such as Provident Fund, Bonus, Overtime, Gratuity, Productivity-Linked Bonus or any other entitlement in this respect. However, Rs. 100/- (Rupees one hundred only) out of the Interim Relief (treated as lumpsum payment under para 3.2 above) paid during the period 1st April, 1988 to 31st March, 1989 as well as the lumpsum payment of Rs. 40/-per month payable during the period from 1st April, 1988 to 31st March, 1989 as specified in column No. 3.4 will qualify for

consequential benefits such as Provident Fund, Bonus, Overtime, Gratuity, Productivity Linked Bonus or any other entitlements in this respect.

The lumpsum payment mentioned at para 3.2 and 3.4 above will stand discontinued with effect from 1st April, 1989. Lumpsum payment mentioned as above is subject to proportionate reduction in relation to attendance.

4. FIXED DEARNESS ALLOWANCE

4.1 With effect from 1st April, 1989, workmen (non-supervisory employees) borne on the regular scales of pay will be granted Fixed DA as per the Basic Pay Range indicated below:-

Basic Pay Range	Fixed DA Slab
Upto Rs. 1465/-	Rs.140/-p.m.
Rs.1466 to Rs.1765/-	Rs.160/-p.m.
Rs.1766 to Rs.1865/-	Rs.220/-p.m.
Rs.1866 to Rs.1965/-	Rs.280/-p.m.
Rs.1966 to Rs.2090/-	Rs.400/-p.m.
Rs.2091 to Rs.2990/-	Rs.460/-p.m.
Rs.2991 and above	Rs.520/-p.m.

4.2 Fixed DA payable under para 4.1 above and IDA payable under para-2 above will count as Dearness Allowance for all applicable consequential benefits.

5. ALLOWANCES

5.1 HOUSE RENT ALLOWANCE

(a) The existing rate of House Rent Allowance admissible to workmen (non-supervisory employees) of the Corporation shall continue to remain applicable. For the purpose of better understanding, the rates are reproduced hereunder:-

Place	Maximum rate of HRA admissible
1. Bombay	30% of Pay
2. Delhi	30% of Pay
3. Calcutta	30% of Pay
4. Madras	25% of Pay
5. Bangalore	25% of Pay
6. Ahmedabad	25% of Pay
7. Vadodara	17.5% of Pay
8. Ludhiana	15% of Pay

NOTE:

(i) All workmen posted in the offices, factories and installations at or around the Registered Office of the Corporation, P.O. Petrochemicals, District Vadodara (hereinafter referred to as Vadodara Establishment) will be paid House Rent Allowance as payable for Vadodara as at present.

(ii) The Central Government rules in connection with determination of places for the purpose of grant of House Rent Allowance would be followed.

As and when the Central Government reviews classification of cities or rates of House Rent Allowance, the same will be made applicable with the approval of that Government if necessary.

(b) HRA at the applicable rates will be paid on the revised Basic Pay minus Rs. 100/- with effect from 1st April, 1988.

(c) Pay for the purpose of House Rent Allowance will include Special Pay and Personal Pay, if any.

All other terms and conditions for grant of House Rent Allowance shall remain unchanged except to the extent modified as above.

5.2 CITY COMPENSATORY ALLOWANCE

City Compensatory Allowance shall be paid as per the existing rules of the Corporation on the revised Basic Pay effective from 1st April, 1989.

5.3 SHIFT ALLOWANCE

The existing rate of Shift Allowance of Rs. 2.50 per rotating shift (i.e. first shift, second shift and third shift) worked will be enhanced to Rs. 5/- per rotating shift worked with effect from 1st April, 1989.

All other provisions for grant of Shift Allowance shall remain unchanged. No Shift Allowance shall be payable to workmen attached to IPCL School.

5.4 WASHING ALLOWANCE

Washing Allowance to workmen (non-supervisory employees) entitled to uniforms/protective clothings shall be enhanced from the existing rate of Rs. 15/- per month to Rs. 25/- per month with effect from 1st April, 1989.

5.5 TRANSPORT SUBSIDY

The rate of Transport Subsidy paid at different locations shall be revised as under with effect from 1st April, 1989.

Locations	Amount of Transport Subsidy
i) Workmen posted at Vadodara and Ludhiana	Rs. 50/-p.m.
ii) Workmen posted at Calcutta/ Bombay/Delhi/Madras/Ahmedabad or any other city classified as 'A' Class city.	Rs. 60/-p.m.

Workmen availing Corporation's transport facilities or claiming reimbursement of local travel expenses for use of scooter/motor-cycle/moped will not be eligible for Transport Subsidy.

All other terms and conditions applicable for grant of Transport Subsidy shall remain unchanged except to the extent modified above.

5.6 CASH HANDLING ALLOWANCE

The existing rates of Cash Handling Allowance shall be revised as under with effect from 1st April, 1989.

Cash disbursed	Rates of Cash Handling Allowance
Upto Rs. 75,000/-	Rs. 50/-p.m.
Rs.75,001 to Rs. 2,00,000/-	Rs. 75/-p.m.
Rs.2,00,001 to Rs.5,00,000/-	Rs.100/-p.m.
Rs.5,00,001/- and above	Rs.125/-p.m.

All other terms and conditions including the criteria for eligibility of Cash Handling Allowance shall remain unchanged except to the extent modified above.

Cash Handling Allowance shall not form part of pay for any purpose including pay fixation on promotion /appointment/ upgradation/personal upgradation.

Effective 1st April, 1989, the existing payment for packet filling of cash per day and disbursement of cash per day will be revised to Rs. 15/- and Rs.25/- respectively.

6. HOUSE RENT RECOVERY

Consequent upon the revision of pay scales, the rate of recovery of House Rent for the accommodation provided by the Corporation shall be modified with effect from 1st April, 1988 as under:-

(a) Workmen (non-supervisory employees) drawing pay upto and inclusive of Rs. 1410/- (Rupees one thousand four hundred

ten only) shall pay house rent at the rate of 7-1/2% of Pay.

(b) Workmen (non-supervisory employees) drawing pay of Rs. 1411/- (Rupees one thousand four hundred eleven only) and above shall pay house rent at the rate of 10% of pay provided, however, that in the case of workmen (non-supervisory employees) drawing pay between Rs. 1411/- and Rs. 1438/- the amount of house rent chargeable shall be so adjusted that pay after deducting amount of House Rent shall not be less than Rs. 1334.25.

(c) Pay for the purpose of recovery of house rent shall be (i) revised Basic Pay Minus Rs. 400/- where the rate of house rent recovery is 7-1/2% and (ii) on the revised Basic Pay minus Rs. 500/- where the rate of House Rent Recovery is 10%.

(d) Pay for the purpose of house rent recovery will include Special Pay and Personal Pay, if any.

7. HOUSE ALLOTMENT IN CORPORATION'S TOWNSHIP

The existing entitlements to residential accommodation in the Corporation's Township shall be revised as under:-

Pay	Type of accommodation
i) Upto and inclusive of pay of Rs. 1409/-	'A' Type
ii) Rs. 1410/- and above	'B' Type

For the purpose of entitlement to residential accommodation, stagnation increment(s) shall not be included in pay.

8. ELIGIBILITY CRITERIA FOR RAIL ENTITLEMENT, TA/DA

8.1 Consequent upon revision of pay under this Settlement, the entitlement for class of rail travel shall be revised as under:-

- | | |
|---------------------------------|---|
| i) Pay upto Rs. 1279/- | - Second Class. |
| ii) Pay of Rs. 1280/- and above | - First Class or IInd AC Sleeper for undertaking journey. |

Workmen drawing pay of Rs. 1090/- and above will also be entitled to travel by AC Chair Car (other than in Rajadhani Express).

9. GENERAL CLAUSES

9.1 Workmen who are issued uniforms (protective clothings), safety shoes, etc. shall compulsorily wear the same while on duty. In case of default by any workman, suitable recovery will be made.

9.2 Consequent upon revision of pay in accordance with this Settlement, eligibilities/ entitlements resting on pay or pay-scales will be appropriately revised unless already specified in this Settlement.

9.3 All conditions of service, rules and regulations shall continue to be applicable and remain unchanged except to the extent specifically modified by this Settlement.

9.4 Unless otherwise specified, the effective date of the terms of the Settlement shall be the date of signing of the Settlement.

9.5 The demands contained in Union's letters dated 27.4.1987 and strike notice dated 1.2.1989 which are not specifically mentioned in this Settlement are deemed to have been settled or withdrawn. Any other issues/ disputes pertaining to service conditions involving financial implications raised by the Union pending before the Conciliation Officer or any other authorities stand withdrawn.

9.6 With a view to ensuring consistent improvement in the performance of the Corporation in all spheres of its activities, it is necessary that all the elements/factors contributing to the overall performance of the Corporation, including human resources, are optimally and economically utilised. For attaining this objective, the 'Union' assures co-operation and its involvement so far as it relates to utilisation of manpower.

10. ARREARS ARISING OUT OF SETTLEMENT

10.1 Arrears on account of revision of Pay-scales, Shift Allowance, Transport Subsidy, Washing Allowance, House Rent allowance, Cash Handling Allowance, city Compensatory Allowance, etc., wherever applicable, under this Settlement shall be paid within a period of three months from the date of signing of this Settlement provided that approval from the appropriate authorities including Government of India is available.

Pay in the revised scales of pay shall be reckoned wherever applicable from the date of its applicability for working out arrears towards contribution to Provident Fund, payment of overtime, Bonus, other statutory payments, House Rent Allowance as well as recovery of House Rent. In respect of those workman who have joined services of the Corporation on or after 1st October, 1987, the same shall be computed from the date of their joining or the date of applicability of each item.

10.2 No arrears on account of pay revision shall be admissible on TA/DA, LTC, etc. Cases already settled shall not be reopened.

10.3 Those of the workmen who have ceased to be in the service

of the Corporation after 1st October, 1987, shall be paid arrears, if any, admissible to them on account of this Settlement up to such date of cessation.

11. HARMONIOUS INDUSTRIAL RELATIONS AND PRODUCTIVITY

11.1 During the period of this Settlement-

(a) Neither any revision of the terms of this settlement shall be sought nor shall fresh demands which are likely to increase financial burden on the Corporation be raised by the workmen, provided that payments due to workmen under any law shall be duly paid, and provided further that it shall be open to the Union to take up with the Corporation the question of the correctness of the computation of any payment that may become payable by law.

(b) All difference relating to the terms and conditions of service shall be resolved only through negotiations or other legal means and agitational or coercive methods shall be eschewed.

(c) All efforts shall be made -

i) to promote healthy industrial relations and high level of productivity and efficiency, and

ii) to minimise the expenditure on overtime allowance.

(d) the parties hereto shall abide by this Settlement faithfully and in a spirit of goodwill, mutual cooperation and understanding.

12. PERIOD OF SETTLEMENT

12.1 This Settlement shall be in force for a period of 4 (four) years, i.e. from 1st October, 1987 to 30th September, 1991. It shall be open to either party to initiate discussions on the extension or revision of this Settlement at any time but not earlier than 6 (six) months before the date of the expiry of this Settlement.

13. APPROVAL OF COMPETENT AUTHORITY

13.1 The above proposal on Settlement is subject to approval by the Board of Directors of the Corporation and Government of India.

Signed on 21st October, 1989 at Vadodara.

Witnesses Signature of the parties Representing Employer

(Monmohan Singh)
General Manager (Operations)

(JC Amin)
General Manager (Engineering)

(LH Ramani)
General Manager(Personnel & Admn)
(Baroda Complex)

(L.Rajagopalan)
General Manager(Corporate Personnel)

(SB Shah)
Financial Controller (CAPA)

(BM Kapadia)
Personnel Manager(IR)
Representing Workmen

(SJ Prasad)
General Secretary
IPCL Employees' Union'

(VB Goswami)
Vice President
IPCL Employees' Union

Before me
Conciliation Officer
Vadodara

ANNEXURE-A

FITMENT TABLE-I

Existing Scale - Rs. 290-9-335-11-445
Revised Scale - Rs. 1000-18-1180-23-1364

Stage	Existing BP	Fixed in revised scale
1.	290	1018
2.	299	1036
3.	308	1036
4.	317	1054
5.	326	1054
6.	335	1072
7.	346	1072
8.	357	1090
9.	368	1090
10.	379	1108
11.	390	1126
12.	401	1126
13.	412	1144
14.	423	1162
15.	434	1162
16.	445	1180

FITMENT TABLE-II

Existing Scale - Rs. 360-11-415-14-513-17-615
Revised Scale - Rs. 1070-20-1190-25-1340-30-1580

Stage	Existing BP	Fixed in revised scale
1.	360	1090
2.	371	1110
3.	382	1110
4.	393	1130
5.	404	1130
6.	415	1150
7.	429	1170
8.	443	1170
9.	457	1190
10.	471	1215
11.	485	1215
12.	499	1240
13.	513	1265
14.	530	1265
15.	547	1290
16.	564	1315

17.	581	1315
18.	598	1340
19.	615	1370

FITMENT TABLE-III

Existing Scale - Rs. 410-14-480-17-599-22-775

Revised Scale - Rs. 1120-30-1270-35-1515-40-1835

Stage	Existing BP	Fixed in revised scale
1.	410	1150
2.	424	1180
3.	438	1180
4.	452	1210
5.	466	1210
6.	480	1240
7.	497	1240
8.	514	1270
9.	531	1270
10.	548	1305
11.	565	1305
12.	582	1340
13.	599	1340
14.	621	1375
15.	643	1410
16.	665	1410
17.	687	1445
18.	709	1480
19.	731	1480
20.	753	1515
21.	775	1515

FITMENT TABLE-IV

Existing Scale - Rs. 500-20-600-25-775-30-1015-35-1155.

Revised Scale - Rs. 1210-35-1385-40-1665-50-2065-60-2305.

Stage	Existing BP	Fixed in revised scale
1.	500	1245
2.	520	1280
3.	540	1280
4.	560	1315
5.	580	1350
6.	600	1350

7.	625	1385
8.	650	1425
9.	675	1425
10.	700	1485
11.	725	1505
12.	750	1505
13.	775	1545
14.	805	1585
15.	835	1585
16.	865	1625
17.	895	1665
18.	925	1715
19.	955	1715
20.	985	1765
21.	1015	1815
22.	1050	1815
23.	1085	1865
24.	1120	1915
25.	1155	1915

FITMENT TABLE-V

Existing Scale - Rs. 605-30-755-35-1000-40-1280.

Revised Scale - Rs.1310-50-1560-55-1945-65-2595.

Stage	Existing BP	Fixed in revised scale
1.	605	1360
2.	635	1410
3.	665	1460
4.	695	1460
5.	725	1510
6.	755	1510
7.	790	1560
8.	825	1615
9.	860	1670
10.	895	1670
11.	930	1725
12.	965	1725
13.	1000	1780
14.	1040	1835
15.	1080	1890
16.	1120	1890
17.	1160	1945
18.	1200	2010
19.	1240	2010
20.	1280	2075

FITMENT TABLE-VI

Existing Scale - Rs. 730-35-905-40-1105-45-1330-50-1480.

Revised Scale - Rs.1440-60-1740-70-2090-75-2465-80-2865.

Stage	Existing BP	Fixed in revised scale
1.	730	1500
2.	765	1560
3.	800	1620
4.	835	1620
5.	870	1680
6.	905	1680
7.	945	1740
8.	985	1810
9.	1025	1810
10.	1065	1880
11.	1105	1880
12.	1150	1950
13.	1195	2020
14.	1240	2020
15.	1285	2090
16.	1330	2165
17.	1380	2165
18.	1430	2240
19.	1480	2315

ANNEXURE 'B'

ILLUSTRATION

1) Employees "A" and "B" holding post in the scale of Rs. 605-1280 (Pre-revised) and fixed in the revised scale of Rs.1310-2595.

"A"	895	"B"	860
Stage in the pre-revised scale at		Stage in the pre-revised scale at	
Fixed in the revised scale on pay fixation as per Settlement.	1670	Fixed in the revised scale on pay fixation as per Settlement.	1670
Date of increment on grant of annual increment fixed at	1.4.88 1725	Date of increment on grant of annual increment fixed at	1.1.88 1725

The date of annual increment of "A" will be stepped up to that of "B", i.e. date of increment of "A" will be 1st January each year.

2) Employee "X" and "Y" holding post in the scale of Rs.410-775 (Pre-revised) and fixed in the revised scale of Rs.1120-1835.

"X"		"Y"	
Stage in the pre-revised scale at	599	Stage in the pre-revised scale at	582
Fixed in the revised scale on pay fixation as per Settlement.	1340	Fixed in the revised scale on pay fixation as per Settlement.	1340
Date of next annual increment 1.7.88 on grant of annual increment fixed at	1375	Date of next annual increment 1.4.88 on grant of annual increment fixed at	1375

The date of annual increment of "X" will be stepped up to that of "Y", i.e. date of increment of "X" will be 1st April each year.

3) Employee "C" and "D" holding post in the scale of Rs.290-445 (Pre-revised) and fixed in the revised scale of Rs.1000-1364.

"C"		"D"	
Stage in the pre-revised scale at	401	Stage in the pre-revised scale at	390
Fixed in the revised scale on pay fixation as per Settlement.	1126	Fixed in the revised scale on pay fixation as per Settlement.	1126
Date of next annual increment 1.10.88 on grant of annual increment fixed at	1144	Date of next annual increment 1.7.88 on grant of annual increment fixed at	1144

The date of annual increment of "C" will be stepped up to that of "D", i.e. date of increment of "C" will be 1st July each year.

Memorandum of Understanding between Indian Petrochemical Corporation limited, P.O. Petrochemicals, Distt. Vadodara and its workmen represented by IPCL Employees' Union.

Note: This Memorandum of Understanding is subject to approval of the appropriate authorities including Board of Directors and such other Departments of the Government of India as may be required.

1.00 Reimbursement of Local Travel Expenses

The reimbursement of Local Travel Expenses as applicable to workmen (non-supervisory employees) for use of Scooter/Motor-cycle/Moped shall be as under:-

	Annual limit of distance of kms for the purpose of RLTE
1.1 Employees in the scale of Rs. 1310 2595(proposed revised) and above.	
a) For scooter/Motor-cycle	3840
b) For Moped	2760
1.2 Employees in the scale of Rs.1210- 2305(proposed revised)	
a) For Scooter/Motor-cycle	2880
b) For Moped	2160

1.3 Effective 1.11.89, the rate of reimbursement will be 0.67 Paise per km for Scooter/Motor-cycle/Moped.

1.4 Effective from the first day of the month immediately succeeding the month in which the Long Term Settlement is approved by the Government of India, non-supervisory employees in the scale of Rs. 1120-1835 as well as those drawing Basic Pay of Rs.1150 or above in the scale of Rs.1070-1580 will also be eligible for reimbursement of Local Travel Expenses as per the entitlement mentioned in para 1.2 and at the rate indicated in para 1.3 above.

1.5 Irrespective of the pay drawn, workmen (non-supervisory employees) will not be eligible for reimbursement of Local Travel Expenses for use of car. All other terms and conditions for grant of reimbursement of Local Travel Expenses as currently applicable to workmen(non-supervisory employees) shall remain unchanged except to the extent modified as above.

2.00 Leave Travel Concession

Workmen eligible for Leave Travel Concession under the rules of the Corporation will be permitted to avail LTC (undertake journey) for 750 kms to-and-fro (i.e. 1500 kms both ways) in a given block of two years, subject, however, to the condition that the remaining 1500 kms (750 kms to-and-fro) of the entitlement for the said block of two years is consumed either by encashment or availment along with the entitlement for the immediate subsequent block of two years.

2.01 Taxi Charges

Taxi charges not exceeding Rs.120/- (Rupees One hundred and twenty only) for to-and-fro journey for self and entire family members will be permitted once only for availment of Leave Travel Concession in a given block of two years. This amount will not be adjusted against the LTC entitlement.

2.02 Except to the extent modified as above, all other terms and conditions as are applicable for LTC under the rules of the Corporation shall remain unchanged.

3.00 Dependant Family Members

Monthly income limit for dependant parents and children wherever applicable shall stand revised from Rs.550/- to Rs.750/- per month. All other terms and conditions for dependant family members shall remain unchanged except to the extent modified as above.

4.00 Medical Attendance & Treatment Rules

The matter will be discussed separately with the union and finalised within a period of three months from the date of signing of the settlement.

5.00 Split Duty Allowance

Workmen (non-supervisory employees) who are required to attend in split duty having the duration of intermission of two hours or more between the two working spells will be paid Split Duty Allowance at the rate of Rs.5/- per day of attendance instead of Rs. 2.50 as at present. This will be effective from 1st April, 1989.

The existing terms and conditions for grant of Split Duty Allowance shall continue to remain applicable except to the extent modified as above.

6.00 Tea Club/Lunch Subsidy

The issue will be discussed separately and finalised within a period of three months from the date of signing of the settlement.

7.00 Lunch Allowance

The existing rate of Lunch Allowance will be increased from Rs.3/- per day to Rs. 5/- per day from the first day of the month immediately succeeding the month in which the Long Term Settlement is approved by the Government of India.

All other terms and conditions for grant of Lunch Allowance shall remain unchanged except to the extent modified as above.

8.00 Washing Allowance for Fire Services Personnel

The operative staff of Fire Services Department will be paid Washing Allowance @ Rs. 40/- per month with effect from 1st April, 1989.

9.00 Uniforms & Liveries

9.01 The existing practice of grant of two pairs of uniforms/ protective clothings per annum to non-supervisory employees (workmen) of the Corporation shall continue.

9.02 Emphasis will be on the quality of the cloth within permissible price range and not any specific brand. The colour of the uniform/ protective clothing shall be maintained during the operative period of the Settlement. The blend of the cloth will be determined keeping in view the aspects of health, safety and environment.

9.03 The rate of reimbursement of stitching charges for uniform/ protective clothing shall be as per Circular No. CPL/1/31 dated 17.1.89 i.e. reimbursement of stitching charges shall be at a rate not exceeding Rs.105/- per pair of uniform for two pairs of uniforms per annum.

9.04 The cost of uniform/ protective clothing for female non-supervisory employees will be determined on the basis of cost of uniform/protective clothing and stitching charges for male non-supervisory employees of the Corporation (two pairs per annum).

9.05 Female non-supervisory employees will be reimbursed cost of two pieces of petti-coats per annum @ Rs.35/- per piece.

9.06 Physically disabled non-supervisory female employees will be given 8 mtrs. of cloth for two gowns per annum. These employees will be reimbursed the cost of stitching charges @ Rs.56/- per gown. The cost of cloth of gown plus stitching charges shall not exceed the cost of uniform/protective clothing for female workmen (non-supervisory employees).

9.07 The existing stitching charges for woollen suit (winter clothing) issued to drivers will be enhanced from Rs.175/- to Rs. 245/- per suit. This will also be applicable for stitching charges for tunic to eligible Fire operative staff.

9.08 The existing stitching charges for apron (cotton) will be enhanced from Rs.12/- to Rs.17/- per apron.

9.09 Female non-supervisory employees working as Nurse, Aya etc. issued uniform/protective clothing other than those issued to other female non-supervisory employees will be reimbursed the cost of two pieces of blouses per annum including stitching charges @ Rs.22/- per piece.

10.00 Winter Clothing

The existing criteria for issue of winter jersey to eligible workmen (non-supervisory employees) shall continue.

11.01 Safety Shoes/Leather Shoes/Sandals etc.

Effective from the year 1990, issue of safety shoes/other types of footwear or reimbursement of cost thereof will be regulated as follows:-

11.02 Male workmen posted within the factory premises

1. Safety Shoes in 1990.
2. Reimbursement for leather shoes @ Rs.150/- for 1991.

This pattern will continue in the succeeding years.

11.03 Female non-supervisory employees

Reimbursement for safety sandals/ sandals/ chappals @ Rs.150/- per annum.

11.04 Male workmen posted outside the factory premises

Reimbursement for leather shoes @ Rs.150/- per annum.

Note-1

In the case of Guest-house staff, reimbursement will be towards canvas shoes.

Note-2

Workmen eligible for nylon socks shall henceforth be reimbursed charges at the rate of Rs.12/- per pair - maximum 2 pairs per annum. This will be effective from the year 1990.

Note-3

Workmen (non-supervisory employees) eligible for sandals shall henceforth be reimbursed cost of one pair of sandals per annum @ Rs.150/- per pair.

11.05 Gum-boots

The existing practice for issue of gum-boots to eligible employees shall continue.

12.00 Soaps and Napkins

The existing practice to continue.

13.00 Advances

13.01 House Building Advance

(a) If an employees owning a house from the advance granted under House Building Advance Scheme of the Corporation faces genuine difficulties in occupying or continuing to occupy the house, depending upon the merit of each case, he/she will be permitted to sell that house for the purchase of new house, provided the amount of loan outstanding alongwith the interest thereon is first deposited with the Corporation which could be subsequently made available to him/her for the purchase/ construction of a new house. The amount deposited will not accrue any interest. This facility will be available under the House Building Advance Scheme only once in the entire period of service. Details will be worked out.

(b) The existing ceiling of 70 times the monthly pay of the employee for arriving at the quantum of advance admissible under the House Building advance rules of the Corporation, Wherever applicable will be increased to 80 times the monthly pay of the employee. This will be effective from 1st November, 1989. Cases under House Building Advance already settled shall not be reopened.

(c) Grant of advance under House Building Advance rules of the Corporation will be admissible to eligible employees for construction or purchase of house in the State where the manufacturing units of the Corporation (IPCL) are situated or at his/her home town declared at the time of initial appointment.

All other terms and conditions for grant of House Building Advance under the rules of the Corporation shall remain unchanged except to the extent modified as above.

11.02 Conveyance Advance

Second advance for Scooter/Motor-cycle/Moped

The maximum amount for second advance for Scooter/Motor - cycle and Moped shall stand modified as under:

Scooter/Motor-cycle	-Rs. 10,000/-
Moped	-Rs. 4,250/-

11.03 Advance for Scooter/Motor repairing

The existing ceiling on the advance for repairing of the Scooter/Motor -cycle and Moped shall stand revised as under:-

Scooter/Motor-cycle	- Rs.2,000/-
Moped	- Rs. 750/-

Workmen (non-supervisory employees) irrespective of his/her pay will not be eligible for conveyance advance for car. All other terms and conditions for grant of Conveyance Advance shall remain unchanged except to the extent modified as above.

11.04 Bicycle Advance

The existing limit for grant of advance for purchase of a new bicycle shall stand enhanced from Rs.750/- to Rs. 1250/-. All other terms and conditions for the grant of Bicycle Advance shall continue except to the extent modified as above and also provided that the employee has not obtained any advance for any other conveyance as per rules of the Corporation.

11.05 Festival Advance

The existing limit of Festival Advance once in a calendar year will be increased from Rs.400/- to Rs.650/-. Festival Advance will be available provided the application for the Festival Advance for any of the closed holidays/restricted holidays as declared by the Corporation is received from 1st to 10th of the preceding month.

All other terms and conditions for the grant of Festival Advance shall remain unchanged except to the extent modified as above.

11.06 Food Grain Advance

The amount of Food Grain Advance to the eligible workman (non-supervisory employee) shall be revised as under:-

One Month Basic Pay with a minimum of Rs. 1400/- and a maximum of Rs.2,000/-. Food Grain Advance will be paid in the salary for the month of November every year provided the applications are received between 1st and 10th of the said month.

All other terms and conditions for the grant of Food Grain Advance shall remain unchanged except to the extent modified as above.

11.07 Natural Calamity Advance

The existing monetary limit for grant of Natural Calamity Advance will be enhanced from Rs.5,000/- to Rs.7,500/-.

All other terms and conditions for grant of Natural Calamity Advance shall remain unchanged except to the extent modified

as above.

12.00 General Clauses

12.01 Unless otherwise specified, the effective date of the terms of the Understanding shall be the 1st day of the month immediately succeeding the month in which the Long Term Settlement is approved by the Government of India.

12.02 Consequent upon the revision of pay under the Settlement, all entitlements including advances etc. resting on Pay, Pay-scales shall stand appropriately revised.

12.03 Grant of advances under any of the rules of the Corporation amended from time to time shall be subject to such restriction that the total deductions on various counts shall not exceed the permissible limit under the provisions of law.

12.04 Arrears if any arising out of the terms agreed upon in this Memorandum of Understanding will be paid within a period of three months from the date of signing of the Memorandum of Settlement before the Conciliation Officer as per the provisions of law.

12.05 Workmen (non-supervisory employees) issued specific uniform clothing suiting to their category e.g. Fire Services Department will not be eligible for uniform (protective clothing) issued to work (non-supervisory employees) in general.

12.06 The above proposals are subject to approval of the appropriate authorities.

13.00 Period of Memorandum of Understanding

13.01 This Memorandum of Understanding shall remain in force for a period of four years effective from 1st October, 1987 to 30th September, 1991.

Signed on 21st of October, 1989 at Vadodara.

Memorandum of Understanding between Indian Petrochemicals Corporation Limited, P.O. Petrochemicals, District-Vadodara and its workmen represented by IPCL Employees' Union.

Representing Employer

1. Shri Manmohan Singh,
General Manager
(Operations)

2. Shri JC Amin,
General Manager
(Engineering)

Representing Workmen

1. Shri SJ Prasad,
General Secretary
IPCL Employees' Union

2. Shri VB Goswami
Vice President,
IPCL Employees' Union

3. Shri LHRamani,
General Manager
(Personnel & Admn)-BC
4. Shri L.Rajagopalan,
General Manager
(Corporate Personnel)
5. Shri SB Shah,
Financial Controller (CAPA)
6. Shri BM Kapadia,
Personnel Manager (IR)

SHORT RECITAL OF THE CASE

WHEREAS the Union of workmen (non-supervisory employees), namely IPCL Employees' Union in its charter of demands submitted vide its letters dated 27th April, 1987 and strike notice dated 1st February, 1989 had demanded for increase in the number of uniforms (protective clothing) to workmen (non-supervisory employees) of the Corporation.

WHEREAS the said demand of the Union was threadbare discussed separately by and between the parties referred to above.

Now, therefore, the following has been agreed to:-

1. The Corporation agrees to provide one additional pair of uniform (protective clothing) to workmen (non-supervisory employees), male and female inclusive, per annum over and above two pairs of uniforms (protective clothing) issued to workmen as at present.

2. The cost of the additional pair of uniform (protective clothing) - 3rd pair - including stitching charges shall be limited to Rs.500/- (Rupees Five hundred only) per annum per workman with effect from the year 1989.

3. The cost of the additional pair of uniform (protective clothing) - 3rd pair - mentioned at Pare-1 & 2 above, shall be credited to the Superannuation Pension Scheme Funds as and when such Scheme becomes operational.

4. The modalities of depositing the above amount to the Superannuation Fund will be separately worked out.

5. The Superannuation Pension Scheme will be worked out in consultation with the Union within a period of three months from the date of signing of this Memorandum of Understanding.

Signed on 21st October, 1989 at Vadodara.

CALCUTTA ELECTRIC SUPPLY

MEMORANDUM OF SETTLEMENT

1. Name of the parties: The CESC Limited
Victoria House
Calcutta 700 001
&
their workmen represented by:-
1. The Calcutta
Electric Supply
Workmen' Union (CITU)
35/B Nirmal Ch. Ch. Street
Calcutta 700013
2. The Culcutta Electric Supply
Mazdoor Samity (AITUC)
74 S.N. Banerjee Road
Calcutta 700014
3. Bijli Mazdoor Union (CESC) (INTUC)
4/B Dr. Amal Roychoudhary Ln.
Calcutta 700009
2. Representing employer: 1. Mr. C.R. Paul
2. Mr. P.B. Ghosh
3. Mr. S.K. Niyogi
4. Mr. A.L. Sircar
5. Mr. N.N. Framjee
3. Representing workmen: 1. Sri Amal Roy
2. Sri Rathin Sen
3. Sri Markendey Jha
4. Sri Nirapada Chatterjee
5. Sri Asit Kr. Biswas
The Calcutta Electric Supply
Workmen's Union
1. Sri Misrilal Rai
2. Sri Ram Shresth Giri
3. Sri Himangshu Das
4. Sri Bidya Sagar Singh
5. Sri Ganga Prasad Choudhary
The Calcutta Electric Supply
Mazdoor Samity
1. Sri Paresh Mukherjee
2. Sri Madan Ch. Jana
3. Sri Ram Sevak Pandey

4. Sri Nani Lal Banerjee
5. Sri Satya Brata Datta
- Bijli Mazdoor Union (CESC)

4. SHORTRETOCAL OF THE CASE

The Tripartite memorandum of Settlement of wages signed on 28.6.85 between the Company and the Calcutta Electric Supply Workmen's Union remained operative upto 31st March 1988. In April 1988, the Calcutta Electric Supply Workmen's Union terminated the said Tripartite Memorandum of Settlement. Thereafter, the Bill Mazdoor Union (CESC) individually, vide their letter dated 27th May 1988 and the CESC Mazdoor Samity jointly, vide their letter dated 24th June 1988, submitted separate Charters of Demands with a request for settlement without delay. These are detailed in Annexures '1' and '2'.

Bipartite discussions were held with the CES Workmen's Union and CES Mazdoor Samity jointly, and with the Bijli Mazdoor Union separately, but the initial offer of Rs. 336 lakhs towards settlement of the Charter did not satisfy the Unions. Ultimately, the conciliation machinery was involved and after a number of meetings held before Sri. S. Roy, Addl. Labour Commissioner, Govt. of West Bengal, a Settlement was reached between the Company and the CES Workmen's Union, CES Mazdoor Samity and Bijli Mazdoor Union on 16th November 1988. This is annexed as Annexure 'A'.

In terms of Clause (iv) and (v) of the Broad Agreement dated 16th November 1983, bipartite discussions commenced with the CRES Workmen's Union and CES Mazdoor Samity jointly and the Bijli Mazdoor Union separately, relating to allocation of the additional wages liability to the various items of the Charter in the background of the Memorandum of Settlement dated 28.6.85, along with the various outstanding issues of the management.

After a number of discussions, it was possible to arrive at a Settlement, on the terms stated below:-

5. TERMS OF SETTLEMENT

i) This Settlement shall remain operative for a period of four years, from 1st April 1988 to 31st March 1992.

ii) Annexure 'B' relating to Scales of Pay, Dearness Allowance Scheme, House Rent Allowance, Leave Travel Assistance, Canteen Allowance, Travelling Time Allowance, Shift Allowance, Night Attendance Payment, Energy Allowance, Overtime Attendance-cum-Production/Productivity Bonus, Supervisory Bonus etc. will be effective from 1st April 1988, but this will be

implementation from 1st April 1989.

iii) The existing pattern of Overtime work and Attendance-cum-Production/Productivity Bonus Scheme will continue. The Unions guarantee that the present Production/Productivity will be maintained that be maintained at the same level.

iv) The arrears for the period 1st April 1988 to 31st March 1989 on account of the revision of wages from 1st April 1988, less the arrears already paid in terms of Notice No. CAO:0545 dated 13.1.89. along with the wages for January 1989 and the corresponding arrear subscription of employees to Provident Fund, will be disbursed in one installment. The mode of payment and the date of payment will be finished after consultation with the Unions.

v) The variable Dearness Allowance linked to consumer Price Index Number will be increased or decreased at the rate-

a) Rs. 1.72p for every point rise or fall above CPI No. 719 irrespective of Basic Pay for the period 1.4.88 to 31.3.89.

b) Rs. 175p for every point rise or fall above CPI No. 719 irrespective of Basic Pay for the period 1.4.89 to 31.3.92

vi) The rates for Attendance-cum-Production/Productivity Bonus now fixed at CPI 719, will be revised with effect from 1st April 1990, based on the average CPI Number for the months of December 1989, January and February 1990.

vii) Discussions with regard to other items of the Charter of Demands submitted by the Unions will continue with a view to reaching a Settlement by 30.6.89. Such as:-

a) setting up of new designations/recategorisation/upgradation;

b) at least one time scale promotion to all employees;

c) increasing the accumulation limits for Sick Leave and Privilege Leave;

d) pro rata deduction of APP Bonus points for absence of 2/3 shift employees;

e) payment off stagnation allowance every alternate year to employees on the top of the grades;

f) contract labour.

viii) a Rationalisation of salary/wages procedures as indicated by the Management will be implemented and the Unions will be consultant at all stages of implementation;

b) management's proposal for better consumer service affecting Revenue, Mains and Cash Departments will be implemented and the Unions will be consulted at all stages of implementation.

ix) The Union will extend its cooperation in the introduction of

L.P. & H.P. chemical dosing and ferrous sulfate dosing at Mulajore Generating Station and in the operation of the Khosla Compressor at Mulajore Generating Station, for which consensus had been reached in the Tripartite Memorandum of Settlement dated 28.6.85.

x) On the following Management issues, further negotiations will continue for Settlement by 30th June 1989.

a) reverting to single shift working of the Boiler Maintenance Section at Mulajore Generating Station;

b) introducing bi-monthly meter readings;

c) introduction of time clocks for improvement in the record of attendance and time keeping;

d) introduction of closing of office establishments on every second and fourth Saturday in a calendar month. First, third and fifth Saturdays (if on the month) to be full working days.

xi) The basic pay of ex-apprentice appointed on or after 1.4.88 will be fixed at the starting basic pay of the grade in which appointment is made. Entitlement for one additional with the Company prior to his appointment will be discussed for settlement by 30.6.89.

xii) The Unions agree to cooperate fully and whole heartedly with Management in maintaining discipline, reducing absenteeism, increasing efficiency and improving production/productivity

ANNEXURE-'A'

MEMORANDUM OF SETTLEMENT

1. Name of the parties: The CESC Limited
Victoria House
Calcutta 700 001
&
Their workmen represented by:-
1) The Calcutta Electric Supply
Workmen's Union
35/B Nirmal Ch.Ch. Street
Calcutta 700013
2) The Calcutta Electric Supply
Mazdoor Samity
74 S.N. Banerjee Road
Calcutta 700014
2. Representing employer:
1. Mr. C.R. Paul
2. Mr. P.B. Ghosh

3. Mr. S.K. Niyogi
4. Mr. A.L. Sircar
5. Mr. N.N. Framjee

3. Representing workmen:

1. Sri Amal Roy
2. Sri Rathin Sen
3. Sri Markendey Jha
4. Sri Nirapada Chatterjee
5. Sri Asit Kr. Biswas

The Calcutta Electric Supply
Workmen's Union

1. Sri Deochand Singh
2. Sri Ram Shresth Giri
3. Sri Himangshu Das
4. Sri Bidya Sagar Singh
5. Sri Ganga Prasad Choudhary

The Calcutta Electric Supply
Mazdoor Samity

1. Sri Paresh Mukherjee
 2. Sri Madan Ch. Jana
 3. Sri Ram Sevak Pandey
 4. Sri Nani Lal Banerjee
 5. Sri Satya Brata Datta
- Bijli Mazdoor Union (CESC)

4. SHORT RECITAL OF THE CASE

The last Tripartite Memorandum of Settlement of wages executed between the Company and the CES Workmen's Union remained operative upto 31st March 1988. The CES Workmen's Union in April 1988 terminated the said Tripartite Memorandum of Settlement. Thereafter, the Bijli Mazdoor Union (CESC) individually, vide their letter dated 27th May, 1988, and the CES Workmen's Union and CES Mazdoor separate Charter of Demands with a request for a settlement without delay.

Bipartite discussions were held with the Unions when the Company offered a sum of Rs. 366 lakhs towards the gross additional wage ability in settlement of the Charter. This was, however, not acceptable to the Unions. Bipartite/Tripartite meetings continued and after a number of meetings. It has been possible to arrive at a settlement on the following terms:-

5. TERMS OF SETTLEMENT

i) It is agreed that this settlement will be operative from 1st April 1988 and remain valid upto 31st March 1992.

ii) For each of the years 1988/89, 1990/91 and 1991/92, the Company agrees to accept an additional wage liability of Rs. 520 lakhs, which will include all consequential increases in Overtime and APP/Supervisory Bonus payment, but will not include the normal increment, annual bonus and ex-gratia payment, Company's contribution to Provident Fund, Company's contribution to E.S.I. variation in Dearness Allowance due to change in CPI Number from 719 (base 1960=100) the average of the CPI Numbers for December 1987 to February 1988 and any other new statutory liabilities.

iii) The variable Dearness Allowance payment linked to CPI Number will be increased or decreased at the rate of:-

a) Rs. 1.72p for every point rise or fall above CPI Index No. 719 irrespective of basic pay for the period 1st April 1989 to 31st March 1989.

b) Rs. 1.75 for every point rise or fall above CPI Index No. 719 irrespective of basic pay for the period 1st April 1989 to 31st March 1992.

iv) Negotiations between the parties will commence immediately in respect of item-wise breakup of specified amounts of the additional wage liability agreed for the years mentioned in Clause(ii) above, in the background of the Memorandum of Settlement dated 28th June 1985.

v) Bipartite discussions on the items of the Charter of Demands, including annual revision of APP/Supervisory Bonus linked with CPI, submitted by the Unions together with the various outstanding issues, including amongst others, rationalisation of salary/wages procedures, which the Management has been raising from time to time will commence immediately after the signing of the Settlement. The parties will try to conclude negotiations and discussions and sort out the issues between themselves by 15th February 1989, failing which these will be referred to the Conciliation Machinery for its intervention.

LIFE INSURANCE

(Notification Issued by the Finance Ministry on May 12, 1989)

The terms of wage settlement effective from 1st August 1987

I. (a) Scale of Pay: (Linked to AICPI = 600)
Class IV

Sweepers	Rs. 785-25-810-35-1335-40-1455 (19 Years)	-	-	-
		1	15	3
Peons	Rs. 815-25-840-35-1260-40-1460-50-1510 (19 Years)	-	-	-
		1	12	5
Drivers	Rs. 930-40-1210-50-1810	-	-	-
		7	12	
	(19 Years) (No Special Allowance)			
Class III Record Clerks	Rs. 930-30-990-40-1150-50-1400-EB-60	-	-	-
		2	4	5
	2000 (21 Years)			10
Assistants	Rs. 1000-50-1050-60-1170-70-1450-80	-	-	-
		1	2	4
	1930-100-2130-EB-120-2850(21 Years)	-	-	-
		2	6	
Stenographers	Rs. 1240-70-1450-80-1930-100-2130-120	-	-	-
		3	6	2
	2490-EB-120-3090(19 Years) (No Special Allowance)	-	-	-
		5		3
Section Heads	Rs. 1270-80-1910-110-2020-120-3220	-	-	-
		8	1	10 (19 years)
Higher Grade Assistants	Rs. 1470-80-1710-100-1910-110-2020-EB	-	-	-
		3	2	1
	120-3460	-	-	-
	212 (18 years)			
Superintendents	Rs. 1910-110-2020-120-3700 (15 Years)	-	-	-
		1	14	

(b) Fitment:

Stage-to-stage. Where stage-to-stage fitment does not protect take home pay, employees at that stage will be fitted at the next higher stage, which protects take home pay. Take home pay means Basic Pay + D.A. + Special Allowance less P.F.

(c) Stagnation Increments:

(i) Sweepers, Peons, Drivers, Record Clerks, Assistants and Stenographers - Three stagnation increments once in every 2

years after reaching the maximum of the scale.

(ii) Section Heads, Higher Grade Assistants- Two stagnation increments once in every 3 years after reaching the maximum of the scale.

(iii) Superintendents - Nil.

(d) Personal Allowance:

Personal Allowance granted to an employee shall be adjusted against any increase in basic pay or upward revision of dearness allowance.

II Dearness Allowance

On Quarterly basis for every 4 points above AICPI=600 in the series 1960=100

(a) Class IV Staff: 0.67% of the Basic Pay.

(b) Class III Staff: 0.67% of the Basic Pay upto Rs. 1650.

0.55% for balance Basic pay above

Rs. 1650, upto Rs. 2850

0.33% for balance of Basic Pay

above Rs. 2850.

III House Rent Allowance:

10 pc of Basic Pay subject to maximum of Rs. 300/- p.m. Employees allotted Staff Quarters will not be entitled to any house rent allowance. They will pay prescribed licence fee.

IV City Compensatory Allowance:

(a) (i) Cities with population exceeding 12 lacs, Faridabad, Ghaziabad, Noida, Panaji and Marmugao (from 1st August 1987).

(ii) Any city in the State of Goa other than Panaji and Marmugao (from 19th May 1988)

(iii) Cities of Gurgaon, Vashi and Gandhinagar (from May 1989)- 7pc of basic pay subject to a maximum of Rs. 150 p.m.

(b) (i) Cities with population of 5 lacs, State Capitals with population not exceeding 12 lacs, Chandigarh, Mohali, Pondicherry and Port Blair (from 1st August 1987)

(ii) Panchkula (from May 1989)

-4pc of basic pay subject to a minimum of Rs. 30 p.m. for class IV staff and Rs. 45 pm for class III staff and a maximum of Rs. 100 pm in both the cases.

-An employee in receipt of city compensatory allowance @ Rs. 20 pm shall continue to receive the same.

V. Incentive for Graduation and for passing professional examinations.

(a) Graduation-1) For those in the scale of Assistant/Stenographer:

(i) No increments on or after 1.4.1989.

(ii) Rs. 130/- as Special Allowance on appointment or from the first of the month following the date of declaration of the result of the First Degree examination.

(iii) Where any Assistant or Stenographers has already passed degree examination and has been granted graduation increments will be entitled to a Special Allowance as follows:

(a) Where he has reached maximum and drawn all the three stagnation increments on or before 1.4.1989:

Rs.65/-from 1.4.1989

Rs.130/-from 1.4.1990

(b) Where he reaches maximum and draws all the three stagnation increments after 1.4.1988.

Rs. 65/- on completion of one year from the date of drawing the third stagnation increment.

Only 60% of Special Allowance will count for Provident Fund, Gratuity, HRA and fitment on promotion.

2) Record Clerks

A Record Clerks who has passed or passes First Degree examination will be paid a personal qualification allowance of Rs. 8/- from 1.4.1989 or from the 1st of the month following the date of declaration of the first degree examination, whichever is later. The personal qualification allowance will not qualify for any other benefit and shall cease to be paid when the employee ceases to be a Record Clerk.

(b) Professional Examinations

(i) Examination of Federation of Insurance Institute of India

Licentiate ...Rs. 40/-p.m.

Associateship ...Rs. 120/-p.m.

Fellowship ...Rs. 200/-p.m.

(ii) Examinations of Institute of Actuaries London

For each subject ...Rs. 140/-p.m.

(iii) Institute of Chartered Accountants and Institute of Cost and Works Accounts in India

Intermediate ...Rs. 80/-p.m.

Final Group 'A' or 'B' ...Rs. 150/-p.m.

Final Group 'A' or 'B' ...Rs. 200/-p.m.

VI Special Allowances:

Head Peons, Liftman, Watchman: Rs. 70/-p.m.

Drivers, Stenographers: Nil, as higher scale is given

Cashiers: Rs. 175/-p.m.
 Higher Grade Assistants appointed as
 Internal Audit Assistants: No Change
 Entire Special Allowance of Class IV counts as Pay.
 Only 60% of Special Allowance of Class III will count for P.F.,
 Gratuity, HRA and Fitment on Promotion.

VII Functional Allowance

- (a) Franking Machine Operators: Rs. 20/-p.m.
 (b) Duplicating & Xerox Machine Operators: Rs. 30/-p.m.
 (c) Microprocessor Operators: Rs. 100/-p.m.
 (d) HGA-programmers: Rs. 150/-p.m.

an employee in receipt of any functional allowance immediately prior to the commencement of these rules shall continue to draw the same so long as he is holding the post to which the functional allowance is attached; to be absorbed in future.

VIII Special Area Allowance

No change in the present rule.

IX Hill Allowance

- (a) Employees posted at places situated: 7% of the Basic
 at a height of 1,500 meters and over Pay. Maximum of
 above mean sea level P.s. 150/-p.m.

SWEEPERS AS AT MARCH 1989

NON-CCA CENTRES

GROSS=BASIC+DA+HRA

NET=GROSS-PF

STAGE	EXST. BAS.	EXST. GROSS	EXST. NET	REV. BAS	REV. GROSS	REV. NET	RISE IN GROSS	RISE IN NET
1	415	1064	1029	785	1153	1088	89	59
2	425	1090	1055	810	1189	1122	99	67
3	435	1115	1079	840	1234	1164	119	85
4	455	1167	1129	875	1285	1212	118	83
5	475	1218	1178	910	1336	1260	118	82
6	495	1269	1228	945	1388	1309	119	81
7	515	1320	1277	980	1439	1357	119	80
8	535	1372	1327	1015	1491	1406	119	79
9	555	1423	1377	1050	1542	1455	119	78
10	575	1474	1426	1085	1593	1503	119	77
11	595	1526	1476	1120	1645	1552	119	76
12	615	1577	1526	1155	1696	1600	119	74

13	635	1628	1575	1190	1748	1649	120	74
14	655	1679	1624	1225	1799	1697	120	73
15	675	1731	1675	1260	1850	1745	119	70
16	695	1782	1724	1295	1902	1794	120	70
17	715	1833	1773	1335	1960	1849	127	76
18	735	1885	1824	1375	2019	1904	134	80
19	755	1936	1873	1415	2078	1960	142	87
20	775	1987	1922	1455	2137	2016	150	94
21	795	2038	1972	1495	2195	2070	157	98
22	815	2090	2022	1535	2254	2126	164	104
23	835	2141	2071	1575	2313	3182	172	111

SWEEPERS AS AT APRIL 1989

NON-CCA CENTRES

GROSS = BASIC + DA + HRA

REAL WAGES = GROSS + LIC'S CONTR. FOR PF

STAGE	EXST. BAS PAY.	EXST. GROSS	EXST. REAL WAGES	REV. BAS. PAY	REV. GRO.	REV. REAL WAGE.	INCR. IN REAL WAGE
1	415	1064	1099	785	1153	1232	133
2	425	1090	1125	810	1189	1270	145
3	435	1115	1151	840	1234	1318	167
4	455	1167	1205	875	1285	1373	168
5	475	1218	1258	910	1336	1427	169
6	495	1269	1310	945	1388	1483	173
7	515	1320	1363	980	1439	1573	174
8	535	1372	1417	1015	1491	1537	174
9	555	1423	1469	1050	1542	1647	178
10	575	1474	1522	1085	1593	1702	180
11	595	1526	1576	1120	1645	1757	181
12	615	1577	1628	1155	1085	1593	1702
13	635	1628	1681	1190	1748	1867	186
14	655	1679	1734	1225	1799	1922	1988
15	675	1731	1787	1260	1850	1976	189
16	695	1782	1840	1295	1902	2032	192
17	715	1833	1893	1335	1960	2094	201
18	735	1885	1946	1375	2019	2157	211
19	755	1936	1999	1415	2078	2220	221
20	775	1987	2052	1455	2137	2283	231
21	795	2038	2104	1495	2195	2345	241
22	815	2090	2158	1535	2254	2408	250
23	835	2141	2211	1575	2313	2471	260

PEONS AS AT MARCH 1989

NON-CCA CENTRES

GROSS = BASIC + DA + HRA

NET = GROSS - PF

STAGE	EXST. BAS.	EXST. GROSS	EXST. NET.	REV. BAS	REV. GROSS	REV. NET	RISE IN. GROSS	RISE IN. NET
1	430	1103	1067	815	1197	1129	94	62
2	440	1128	1091	840	1234	1164	106	73
3	450	1154	1117	870	1278	1164	124	89
4	470	1205	1166	905	1329	1254	124	88
5	490	1256	1215	940	1380	1302	124	87
6	510	1308	1266	975	1432	1351	124	85
7	530	1359	1315	1010	1483	1399	124	84
8	550	1410	1364	1045	1535	1448	125	84
9	570	1461	1414	1080	1586	1496	125	82
10	590	1513	1464	1115	1637	1544	124	80
11	610	1564	1513	1150	1689	1593	125	80
12	630	1615	1563	1185	1740	1641	125	78
13	650	1667	1613	1220	1792	1690	125	77
14	670	1718	1662	1260	1850	1745	132	83
15	690	1769	1712	1300	1909	1801	140	89
16	710	1820	1761	1340	1968	1856	148	95
17	730	1872	1811	1380	2027	1912	155	101
18	750	1923	1861	1420	2085	1967	162	106
19	770	1974	1910	1460	2144	2022	170	112
20	790	2026	1960	1510	2217	2091	191	131
21	810	2077	2010	1560	2291	2161	214	151
22	830	2128	2059	1610	2364	2230	236	171
23	850	2179	2108	1660	2438	2300	259	192

PEONSAS AT APRIL 1989

NON-CCA CENTRES

GROSS = BASIC + DA + HRA

REAL WAGES = GROSS + LIC'S CONTR. FOR PF

STAGE	EXST. BAS. PAY.	EXST. GROSS	EXST. REAL. WAGES	REV. BAS. PAY.	REV. GRO.	REV. REAL. WAGE.	INCR. REAL WAGE
1	430	1103	1139	815	1197	1279	140
2	440	1128	1165	840	1234	1318	153
3	450	1154	1191	870	1278	1365	174
4	470	1205	1244	905	1329	1420	176
5	490	1256	1297	940	1380	1474	177
6	510	1308	1350	975	1432	1530	180
7	530	1359	1403	1010	1483	1584	181
8	550	1410	1456	1045	1535	1640	184

9	570	1461	1508	1080	1586	1694	186
10	590	1513	1562	1115	1637	1749	187
11	610	1564	1615	1150	1689	1804	189
12	630	1615	1667	1185	1740	1859	192
13	650	1667	1721	1220	1792	1914	193
14	670	1718	1774	1260	1850	1976	202
15	690	1769	1826	1300	1909	2039	213
16	710	1820	1879	1340	1968	2102	223
17	730	1872	1933	1380	2027	2165	232
18	750	1923	1985	1420	2085	2227	242
19	770	1974	2038	1460	2144	2290	252
20	790	2026	2092	1510	2217	2368	276
21	810	2077	2144	1560	2291	2447	303
22	830	2128	2197	1610	2364	2525	328
23	850	2179	2250	1660	2438	2604	354

RECORD CLERK AS AT MARCH 1989

NON-CCAC CENTRES

GROSS = BASIC + DA + HRA

NET = GROSS - PF

	STAGE	EXST. BAS.	EXST. GROSS	EXST. NET.	REV. BAS.	REV. GRO.	REV. NET	RISE IN GROSS	RISE IN NET
1	460	1179	1141	930	1366	1289	187	148	
2	480	1231	1191	960	1410	1330	179	139	
3	500	1282	1240	990	1454	1372	172	132	
4	520	1333	1290	1030	1513	1427	180	137	
5	545	1397	1352	1070	1571	1482	174	130	
6	570	1461	1414	1110	1630	1538	169	124	
7	595	1526	1476	1150	1689	1593	163	117	
8	620	1590	1538	1200	1762	1662	172	124	
9	645	1645	1600	1250	1836	1732	182	132	
10	670	1718	1662	1300	1909	1801	191	139	
11	695	1782	1724	1350	1982	1870	200	146	
12	720	1846	1786	1400	2056	1939	210	153	
13	755	1936	1873	1460	2144	2022	208	149	
14	790	2026	1960	1520	2232	2105	206	145	
15	825	2064	1995	1580	2320	2188	256	193	
16	860	2103	2031	1640	2408	2271	305	240	
17	905	2152	2077	1700	2493	2351	341	274	
18	950	2204	2125	1760	2577	2430	373	305	
19	995	2308	2225	1820	2661	2509	353	284	
20	1040	2413	2325	1880	2746	2589	333	263	
21	1085	2517	2425	1940	2830	2668	313	241	
22	1130	2622	2527	2000	2914	2747	292	219	

23	1175	2726	2628	2060	2998	2826	272	198
24	1220	2830	2728	2120	3082	2905	252	177
25	1220	2830	2728	2180	3166	2984	336	256

RECORD CLERKS AS AT APRIL 1989

NON-CCA CENTRES

GROSS=BASIC+DA+HRA

REAL WAGES=GROSS+LIC'S CONTR.FOR PF

STAGE	EXST. BAS. PAY.	EXST. GROSS	EXST. REAL WAGES	REV. BAS. PAY	REV. GRO.	REV. REAL WAGE.	INCR. IN REAL WAGE
1	460	1179	1217	930	1366	1459	242
2	480	1231	1271	960	1410	1506	235
3	500	1282	1324	990	1454	1553	229
4	520	1333	1376	1030	1513	1616	240
5	545	1397	1442	1070	1571	1678	236
6	570	1461	1508	1110	1630	1741	233
7	595	1526	1576	1150	1689	1804	228
8	620	1590	1642	1200	1762	1882	240
9	645	1654	1708	1250	1836	1961	253
10	670	1718	1774	1300	1909	2039	265
11	695	1782	1840	1350	1982	2117	277
12	720	1846	1906	1400	2056	2196	290
13	755	1936	1999	1460	2144	2290	291
14	790	2026	2092	1520	2232	2384	292
15	825	2064	2133	1580	2320	2478	345
16	860	2103	2175	1640	2408	2572	397
17	905	2152	2227	1700	2493	2663	436
18	950	2204	2283	1760	2577	2753	470
19	995	2308	2391	1820	2661	2843	452
20	1040	2413	2500	1880	2746	2934	434
21	1085	2517	2607	1940	2830	3024	417
22	1130	2622	2716	2000	2914	3114	398
23	1175	2726	2824	2060	2998	3204	380
24	1220	2830	2932	2120	3082	3294	362
25	1220	2830	2932	2180	3166	3384	452

ASSISTANTS AS AT MARCH 1989

NON-CCA CENTRES

GROSS=BASIC+DA+HRA

NET=GROSS-PF

STAGE	EXST. BAS.	EXST. GROSS	EXST. NET	REV. BAS	REV. GROSS	REV. NET	RISE IN GROSS	RISE IN NET
1.	520	1333	1290	1000	1469	1386	136	96
2.	550	1410	1364	1050	1542	1455	132	91
3.	580	1487	1439	1110	1630	1538	143	99
4.	610	1564	1513	1170	1718	1621	154	108
5.	640	1641	1588	1240	1821	1718	180	130
6.	670	1718	1662	1310	1924	1815	206	153
7.	715	1833	1773	1380	2027	1912	194	139
8.	760	1949	1886	1450	2129	2008	180	122
9.	805	2042	1975	1530	2247	2120	205	145
10.	850	2092	2021	1610	2364	2230	272	209
11.	910	2158	2082	1690	2479	2338	321	256
12.	970	2250	2169	1770	2591	2444	341	275
13.	1030	2390	2304	1850	2704	2550	314	246
14.	1090	2529	2438	1930	2816	2655	287	217
15.	1150	2668	2572	2030	2956	2787	288	215
16.	1210	2807	2706	2130	3096	2919	289	213
17.	1285	2981	2874	2250	3265	3078	284	204
18.	1360	3155	3042	2370	3433	3236	278	194
19.	1435	3329	3209	2490	3601	3394	272	185
20.	1510	3503	3377	2610	3769	3552	266	175
21.	1585	3671	3539	2730	3938	3711	267	172
22.	1660	3754	3616	2850	4106	3869	352	252
23.	1735	3836	3691	2970	4260	4013	424	322
24.	1810	3919	3768	3090	4405	4148	486	380
25.	1885	4001	3844	3210	4546	4279	545	435

ASSISTANTS AS AT APRIL 1989

NON-CCACENTRES

GROSS=BASIC+DA+HRA

REALWAGES=GROSS+LICCONTR.FORPF

STAGE	EXST. BAS. PAY.	EXST. GROSS	EXST. REAL WAGES	REV. BAS. PAY.	REV. GRO.	REV. REAL WAGE.	INCR. REAL WAGE
1	520	1333	1376	1000	1469	1569	193
2	550	1410	1456	1050	1542	1647	191
3	580	1487	1535	1110	1630	1741	206
4	610	1564	1615	1170	1718	1835	220
5	640	1641	1694	1240	1821	1945	251
6	670	1718	1774	1310	1924	2055	281
7	715	1833	1893	1380	2027	2165	272
8	760	1949	2012	1450	2129	2274	262
9	805	2042	2109	1530	2247	2400	291

10	850	2092	2163	1610	2364	2525	362
11	910	2158	2234	1690	2479	2648	414
12	970	2250	2331	1770	2591	2768	437
13	1030	2390	2476	1850	2704	2889	413
14	1090	2529	2620	1930	2816	3009	389
15	1150	2668	2764	2030	2956	3159	395
16	1210	2807	2908	2130	3096	3309	401
17	1285	2981	3088	2250	3265	3490	402
18	1360	3155	3268	2370	3433	3670	402
19	1435	3329	3449	2490	3601	3850	401
20	1510	3503	3629	2610	3769	4030	401
21	1585	3671	3803	2730	3938	4211	408
22	1660	3754	3892	2850	4106	4391	499
23	1735	3836	3981	2970	4260	4537	576
24	1810	3919	4070	3090	4405	4714	644
25	1885	4001	4158	3210	4546	4867	709

SECTION HEADS AS AT MARCH 1989

NON-CCA CENTRES

GROSS = BASIC + DA + HRA

NET = GROSS - PF

STAGE	EXST. BASGROSS	EXST. EXST. NET	REV. BASGROSS	REV. EXST. NET	REV. NET GROSS	RISE IN GROSS	INCR. IN NET	
1	660	1692	1637	1270	1865	1759	173	122
2	705	1808	1749	1350	1982	1870	174	121
3	750	1923	1861	1430	2100	1981	177	120
4	810	2048	1981	1510	2217	2091	169	110
5	870	2114	2042	1590	2335	2203	221	161
6	930	2180	2103	1670	2451	2312	271	209
7	990	2297	2215	1750	2563	2417	266	202
8	1050	2436	2349	1830	2675	2523	239	174
9	1110	2575	2483	1910	2788	2629	213	146
10	1170	2714	2617	2020	2942	2774	228	157
11	1230	2854	2752	2140	3110	2932	256	180
12	1290	2993	2886	2260	3279	3091	286	205
13	1365	3167	3053	2380	3447	3249	280	196
14	1440	3341	3221	2500	3615	3407	274	186
15	1515	3515	3389	2620	3783	3565	268	176
16	1590	3677	3545	2740	3952	3724	275	179
17	1665	3759	3620	2860	4119	3881	360	261
18	1740	3842	3697	2980	4273	4025	431	328
19	1815	3924	3773	3100	4416	4158	492	383
20	1890	4007	3850	3220	4558	4290	551	440
21	1965	4089	3925	3340	4700	4422	611	497
22	2040	4168	3998	3460	4842	4554	674	556

SECTION HEADS AS AT APRIL 1989

NON-CCA CENTRES

GROSS = BASIC + DA + HRA

REAL WAGES = GROSS - LIC'S CONTR. FOR PF.

STAGE	EXST. BAS PAY.	EXST. GROSS	EXST. REAL WAGES	REV. BAS. PAY.	REV. GRO.	REV. REAL WAGE.	INCR. IN REAL WAGE
1	660	1692	1747	1270	1865	1992	245
2	705	1808	1867	1350	1982	2117	250
3	750	1923	1985	1430	2100	2243	258
4	810	2048	2115	1510	2217	2368	253
5	870	2114	2186	1590	2335	2494	308
6	930	2180	2257	1670	2451	2618	361
7	990	2297	2379	1750	2563	2738	359
8	1050	2436	2523	1830	2675	2858	335
9	1110	2575	2667	1910	2788	2979	312
10	1170	2714	2811	2020	2942	3144	333
11	1230	2854	2956	2140	3110	3324	368
12	1290	2993	3100	2260	3279	3505	405
13	1365	3167	3281	2380	3447	3685	404
14	1440	3341	3461	2500	3615	3865	404
15	1515	3515	3641	2620	3783	4045	507
16	1590	3677	3809	2740	3952	4226	417
17	1665	3759	3898	2860	4119	4405	507
18	1740	3842	3987	2980	4273	4571	584
19	1815	3924	4075	3100	4416	4726	651
20	1890	4007	4164	3220	4558	4880	716
21	1965	4089	4253	3340	4700	5034	781
22	2040	4168	4338	3460	4842	5188	850

HGASAS AT MARCH 1989

NON-CCA CENTRES

GROSS = BASIC + DA + HRA

NET = GROSS - PF

STAGE	EXST. BAS	EXST. GROSS	EXST. NET	REV. BAS.	REV. GROSS.	REV. NETGROSS	RISE IN NET	RISE IN NET
1	775	1987	1922	1470	2159	2037	172	115
2	835	2075	2005	1550	2276	2147	201	142
3	895	2141	2066	1630	2394	2258	253	192
4	955	2216	2136	1710	2507	2365	291	229
5	1015	2355	2270	1810	2647	2496	292	226
6	1075	2494	2404	1910	2788	2629	294	225
7	1135	2633	2538	2020	2942	2774	309	236
8	1210	2807	2706	2140	3110	2932	303	226

9	1285	2981	2874	2260	3279	3091	298	217
10	1360	3155	3042	2380	3447	3249	292	207
11	1435	3329	3209	2500	3615	3407	286	198
12	1510	3503	3377	2620	3783	3565	280	188
13	1585	3671	3539	2740	3952	3724	281	185
14	1660	3754	3616	2860	4119	3881	365	265
15	1735	3836	3691	2980	4273	4025	437	334
16	1810	3919	3768	3100	4416	4158	497	390
17	1885	4001	3844	3220	4558	4290	557	446
18	1960	4084	3921	3340	4700	4422	616	501
19	2035	4163	3993	3460	4842	4554	679	561
20	2110	4238	4062	3580	4984	4686	746	624
21	2185	4313	4131	3700	5125	4817	812	686

HGASAS AT APRIL 1989

NON-CCA CENTRES

GROSS = BASIC + DA + HRA

REAL WAGES = GROSS + LIC'S CONTR. FOR PF

STAGE	EXST. BASGROSS PAY.	EXST. GROSS	EXST. REAL WAGES	REV. BAS. PAY.	REV. GRO.	REV. REAL WAGES.	INCR. REAL WAGES.
1	775	1987	2052	1470	2159	2306	254
2	835	2075	2145	1550	2276	2431	286
3	895	2141	2216	1630	2394	2557	341
4	955	2216	2296	1710	2507	2678	382
5	1015	2355	2440	1810	2647	2828	388
6	1075	2494	2584	1910	2788	2979	395
7	1135	2633	2728	2020	2942	3144	416
8	1210	2807	2908	2140	3110	3324	416
9	1285	2981	3088	2260	3279	3505	417
10	1360	3155	3268	2380	3447	3685	417
11	1435	3329	3449	2500	3615	3865	416
12	1510	3503	3629	2620	3783	4045	416
13	1585	3671	3803	2740	3952	4226	423
14	1660	3754	3892	2860	4119	4405	513
15	1735	3836	3981	2980	4273	4571	590
16	1810	3919	4070	3100	4416	4726	656
17	1885	4001	4158	3220	4558	4880	722
18	1960	4084	4247	3340	4700	5034	787
19	2035	4163	4333	3460	4842	5188	855
20	2110	4238	4414	3580	4984	5342	928
21	2185	4313	4495	3700	5125	5495	1000

CEMENT

Memorandum of settlement under Section 12(3) and 18(3) of the Industrial Disputes Act, 1947 before Shri P.D. Shenoy, Chief Labour Commissioner (Central), New Delhi in the industrial dispute between the Cement Manufacturers' Association and their workmen represented by Indian National Cement Workers Federation regarding revision of wages and other benefits/service conditions of the workmen working in Cement Factories, Mines/quarries and Offices of Cement Manufactures signed on 10 May 1989.

Names of the parties

1. Shri A.L. Kapur,
Chief Executive,
Cement Manufacturers' Association,
Express bldg, Opp. Churchgate,
Railway Station, Bombay. On behalf of the
Employer
2. Shri S. M. Chakravarty,
Secretary General,
Cement Manufacturers' Association,
Bombay.
3. Shri H.N. Trivedi
President,
Indian National Cement Workers' Federation,
Bombay.
4. Shri Ram Lal Thakar On behalf of the
Workmen
Secretary, INTUC
1-B, Maulana Azad Road
New Delhi.
5. Shri S.N. Rao,
INTUC,
1-B, Maulana Azad Road
New Delhi.

SHORT RECITAL OF THE CASE

WHEREAS Cement Manufacturers' Association (hereinafter referred to as 'CMA') and the India National Cement Workers Federation (hereinafter referred to as 'The Federation') entered in to Arbitration Agreement dated 9th September, 1986 under the Provisions of Section 10A of the Industrial Disputes Act and referred their respective Charter of Demands to the Board of Arbitration comprising Shri G. Ramanujam, nominated by the

Federation and Shri A.L. Kapur, nominated by CMA.

AND WHEREAS the said Arbitration Agreement was published by the Central Government in the Gazette of India, Part II, Section 3, Sub-Section (ii) dated 18th October, 1986 at pages 4218 to 4224.

AND WHEREAS the Central Government also issued Notification No. L-29011/10 86-D.iii(B) dated 14th July, 1987 under Section 10 A(3A) of the Industrial Disputes Act which was published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (ii) at pages 1 & 2.

AND WHEREAS Shri A.L. Kapur, one of the Arbitrators who was the nominee of CMA, resigned as an Arbitrator on 21.8.1987 and later in his place, Shri M.H. Dalmia was appointed as Arbitrator on behalf of the CMA.

AND WHEREAS the Federation had recalled its nominee from the Arbitration Board on 6.4.89 and it was found not possible to continue the work of the Arbitration Board.

AND WHEREAS the President of the Federation served a strike notice dated 20.4.89 on the President of the CMA, proposing to go on indefinite strike by cement workers in all the cement factories/quarries/mines/offices all over India from the mid-night of 12th May, 1989 for the reason explained in the Annexure to the strike notice dated 20.4.89.

AND WHEREAS on receipt of the strike notice, Dy. CLC(C), New Delhi intervened in the matter and requested the parties to attend the conciliation proceedings on 4.5.89. On the aforesaid date, the representatives of the CMA informed that bilateral negotiations are in progress and understanding has been reached on certain issues and requested the CLC(C) to intervene in the matter to bring about an amicable settlement on all the issues. Hence, the conciliation proceedings were adjourned to 9.5.89. On the request of the CMA, the conciliation proceedings were again adjourned to 10th May, 1989. After prolonged discussions, the matter has been resolved on 10th May, 1989 on the following terms.

TERMS OF SETTLEMENT

1. The interim advance paid with effect from 1.7.1986 to 31.12.1988 will be deemed to be an ad hoc lump sum payment. This payment will not be adjusted or otherwise recovered and will not qualify for any of the fringe benefits, statutory or otherwise.
2. On and from 1.1.89, there will be an increase of Rs. 100/- per month in the basic pay of all eligible employees. For the months 1st January, 1989 to 20th April, 1989, the interim payment of Rs. 400/- will be adjusted against the basic wage increase of

Rs.400/- due for this period. Similarly, the balance amount of Rs.200/- payable as interim advance for the months of May and June, 1989 will now be paid as basic wage increase as agreed to hereinabove.

The basic pay increase of Rs. 100/- p.m' from 1.1.1989 will qualify for all the fringe, statutory and other benefits.

3. The total pay as on 1.1.89 against the consumer price index 810(1960 series) shall be Rs.1444.30 which comprises of the following elements:-

Basic Pay : Rs. 620.00 which includes Rs. 100/- increase in basic pay arising out of this settlement.

Fixed Dearness Allowance Rs. 824.30

Rs. 1444.30

3A. For every point rise over 810 of the Consumer Price Index (1960 series) the existing rate of dearness allowance of Rs. 1.65 per point shall continue to be paid till the recommendation of the D.A. Committee appointed by the Government of India, and as accepted by it, are made available. Thereafter, such rate as may be accepted by the Government of India shall apply beyond the Index Number 810.

The present pattern of D.A. payment shall continue to be operative.

4. As and from 1.1.89 there will be a special payment called "Settlement Benefits" at the rate of Rs. 50/- per month from 1.1.89 and further settlement benefit of Rs. 40/- per month from 1.1.90 and from 1.1.91 there will be another payment of special settlement benefit of Rs.40 per month. These settlement benefit payments will not qualify for any fringe benefits, statutory or otherwise.

4A. All categories of workers who have been covered by the Second Arbitration Board Award shall continue to be covered by this settlement.

5. This settlement will remain in force till 31.3.1992.

6. None of the benefits or privileges existing before this settlement shall be either curtailed or denied because of this settlement and all the existing service conditions, benefits and privileges shall continue to be operative during the pendency of this agreement.

7. This agreement is in full and final satisfaction of all the demands made by the parties.

8. During the negotiations, a point was made that some units are not viable and that in some units there is some surplus manpower. The recommendations of the 15th Tripartite Session of Indian

Labour Conference (1957) on rationalisation will be operative and both the union and management will extend maximum cooperation in steps taken for rationalisation. In such rationalisation moves, there shall not be any retrenchment of any permanent employees. All such schemes can be introduced only with the agreement with the unions concerned.

9. The parties hereby agree that the arrears under this settlement shall be paid along with the salary for the month of May, 1989.

10. The parties further agree that if any workman reaches the ceiling of his grade during the pendency of the agreement, he will continue to draw his annual increments at the rate last drawn.

11. In view of the above settlement, the I.N.C.W. Federation withdraws its strike notice dated 20.4.89.

Dated at New Delhi the 10th May of One Thousand Nine Hundred and Eightynine.

BANK

MEMORANDUM OF SETTLEMENT DATED 10TH APRIL, 1939 BETWEEN THE MANagements OF 54 'A' CLASS BANKS AS REPRESENTED BY THE INDIAN BANKS' ASSOCIATION AND THEIR WORKMEN AS REPRESENTED BY THE ALL INDIA BANK EMPLOYEES ASSOCIATION AND THE NATIONAL CONFEDERATION OF BANK EMPLOYEES.

(Under Section 2(P) and Section 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of the Industrial Disputes (Central) Rules 1957).

Name of the Parties 54 Banks which are on date 'A' Class Banks and listed in Schedule I to this Memorandum of Settlement and their workmen.

Representing the Employers (Member Banks)

1. Shri R Srinivasan
2. Shri. K Manmohan Sheno
3. Shri ND Prabhu
4. Shri VD Kulkarni
5. Shri CR Vaitheeswaran
6. Shri JN Tandon
7. Shri AV Rajagopalan
8. Shri. RR Kothare
9. Shri SA Farooqi
10. Shri Ramesh Mishra
11. Shri VP Menon
12. Shri G Chandran
13. Shri C Krishnamurthi
14. Smt B Das Gupta
15. Shri AK Bakshy

Duly authorised on behalf of the Indian Banks' Association

Representing The Workmen

All India Bank Employees Association	National Confederation of Bank Employees
1. Shri DP Chadha	1. Shri OP Gupta
2. Shri KK Mundul	2. Shri SN Duber
3. Shri P S Sundaresan	3. Shri MR Awasthi
4. Shri PL Syal	4. Shri P Lakshninarsaiah
5. Shri Tarakeswar Chakraborti	5. Shri MR Rajagopal
6. Shri N Sampath	6. Shri P Balagopala Menon
7. Shri Sushil Ghosh	7. Shri Gurudas Chatterjee

8. Shri Rajinder Sayal
9. Shri PNTewari
10. Shri RDTrivedi
11. Shri Sudesh Kumar
12. Shri CHEaswar Rao
13. Shri SDDhopeswarkar
14. Shri TBRai

8. Shri MMPednekar
9. Shri YKArora
10. Shri SP Raman
11. Shri GKAwasthi
12. Shri Balbir Singh Chaudhry

SHORT RECITAL OF THE CASE WHEREAS

(a) The Indian Banks' Association (IBA) on behalf of its member banks named in the Schedule to the respective Settlements signed Settlements with the All India Bank Employees Association (AIBEA) and National Confederation of Bank Employees (NCBE) representing the workmen employees of the banks mentioned in the said Schedule on 17th September, 1984 and 5th January, 1987 and 29th March 1987 regarding various terms and conditions of their service. The Settlement dated 17th September, 1984 was for a period of four years with effect from 1st July, 1983.

(b) The AIBEA and the NCBE (hereinafter jointly called the Unions) submitted fresh Charters of Demands for revision of wages and other service conditions on 26th May, 1987 and 21st May- 1987 respectively to the IBA and requested for negotiations with them, with a view to arriving at an amicable Settlement.

(c) The IBA also raised with the Unions during negotiations issues on behalf of the managements of the concerned banks, to be discussed and settled with a view to improving productivity, efficiency, customer service, discipline and harmonious industrial relations.

(d) The parties accordingly negotiated the said demands and issues on several occasions and reached an agreement in respect of certain demands and issues.

(e) The Settlement incorporating the various terms of agreement reached as aforesaid was under preparation. As it was found time consuming, it was considered expedient to enter into a Settlement incorporating the bare terms of agreement arrived at as aforesaid.

(f) The parties (the IBA on behalf of its member banks named in the Schedule I to this Settlement and the Unions representing the workmen employees of the banks mentioned in the same Schedule I) signed a Settlement under Section 2(P) and Section 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of the

\Industrial Disputes (Central) Rules, 1957 on 23rd February, 1989 incorporating the various terms of agreement reached as aforesaid as per Annexure A.

(g) The Settlement reached as aforesaid amended, modified and superseded the provisions of the Awards and the Settlements referred to in the following Clauses 1 and 2 of this Settlement.

(h) Clauses 18 and 19 of the aforesaid Settlement provided that the parties shall further negotiate other demands and issues including the modalities relating to the implementation of the issues covered by the Settlement reached as aforesaid and another Settlement would be signed between the parties at a later date which would include the terms and conditions of the aforesaid Settlement.

(i) In pursuance to and in accordance with the above referred provisions of the aforesaid Settlement, the parties held further negotiations in respect of the other demands and modalities relating to the implementation of the issues covered by the aforesaid Settlement.

NOW, IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as under:-

TERMS OF SETTLEMENT GENERAL

1. In respect of 54 'A' Class Banks listed in Schedule I, to this Memorandum of Settlement except the State Bank of India, Indian Overseas Bank, State Bank of Saurashtra and Bank of Baroda, the provisions of the Sastry Award as finally modified and enacted by the Industrial Disputes (Banking Companies) Decision Act, 1955, the Industrial Disputes (Banking Companies) Decision Amendment Act, 1957, and the provisions of the Award of the National Industrial Tribunal presided over by Mr. Justice K T Desai in Reference No 1 of 1960 which Award inter alia modifies certain provisions of the Sastry Award (hereinafter referred to as the Awards) as modified by the Settlements dated 19th October, 1966-12th October 1970, 23rd July, 1971, 8th November 1973, 1st August 1979, 31st October 1979, 21st April 1980, 8th September 1983, 17th September 1984 and 5th January 1987 shall govern the service conditions except to the extent the same are modified by this Settlement.

2. (i) In respect of State Bank of India, the provisions of the Awards as modified by the Settlements dated 31st March 1967, 24th February 1970, 15th September 1970, 1st August 1979, 31st

October 1979, 21st April 1980, 8th September 1983, 17th September 1984 and 5th January 1987 shall govern the service conditions of the workmen except to the extent the same are modified by this Settlement;

(ii) In respect of State Bank of Saurashtra, the provisions of the Awards as further modified by the Settlements dated 11th November 1966, 1st August 1979, 31st October 1979 and 21st April 1980, 8th September 1983, 17th September 1984, and 5th January 1987 shall govern the service conditions of the workmen except to the extent the same are modified by this Settlement.

(iii) In respect of Bank of Baroda, the provisions of the Awards as further modified by the Settlements dated 23rd December 1966, 19th December 1970, 1st August 1979, 31st October 1979, 21st April 1980, 8th September 1983, 17th September 1984, and 5th January 1987 shall govern the service conditions of the workmen except to the extent the same are modified by this Settlement.

(iv) In respect of Indian Overseas Bank the provisions of the Awards as further modified by the Settlement dated 14th December 1966, 17th December 1970, 29th July 1972, 23rd March 1973, 1st August 1979, 31st October 1979, and 21st April 1980, 8th September 1983, 17th September 1984, and 5th January 1987 shall govern the service conditions of the workmen except to the extent the same are modified by this Settlement.

(v) In respect of State Bank of India, State Bank of Saurashtra, Bank of Baroda and Indian Overseas Bank, Settlements referred to in Clause 2(i),(ii),(iii) and (iv) above, refer to Settlements entered into between State Bank of India, State Bank of Saurashtra, Bank of Baroda and Indian Overseas Bank with the All India State Bank of India Staff Federation, All India Bank of Baroda Employees' Federation and the All India Overseas Bank Employees' Union, respectively, representing the workmen of these banks (hereinafter referred to as the said separate Settlements).

3.(i) The provisions of the said Awards, the First Bipartite Settlement dated 19th October, 1966 and/or other subsequent Settlement(s) including the above mentioned separate Settlements hereinafter collectively referred to as said Settlements shall stand amended, modified or superseded to the extent and in the manner detailed hereinunder.

(ii) Provisions in the aforesaid Awards/Settlements which have not been amended/modified or superseded by this Settlement shall continue to remain in force.

(iii) This Settlement shall be in amplification of the aforesaid

Settlement entered into between the parties on 23rd February 1989 and in case of any different interpretation of similar provisions in the two Settlements, the interpretation which flows from this Settlement shall prevail.

4. A Scales of Pay

The Revised scales of pay shall be as under:-

(i) Subordinate Staff

815-20-835-25-860-30-980-35-1120-40-1360-50-1510 (20years)

-	-	-	-	-	-
1	1	4	4	6	3

(ii) Clerical Staff

900-50-1000-75-1300-100-1700-110-2140-120-2500-215

-	-	-	-	-	-
2	4	4	4	3	1

-2715-120-2835 (20 years)

-

1

NOTE: (a) Fitment in the new scales of pay shall be on a stage to stage basis.

(b) There shall be no change in the dates of annual increments because of the Fitment.

4.B- Stagnation Increments

Both the clerical and the subordinate staff shall be eligible for three stagnation increments at the rates and frequencies and subject to the terms and conditions as enumerated below.

The clerical and the subordinate staff on reaching the maximum in their respective scales of pay shall draw stagnation increments at the rate of Rs. 120/- and Rs.50/- each and at frequencies of three years and two years respectively from the dates of reaching the maximum of their scales as aforesaid.

Provided however

1. that a workman who has already received two stagnation increments as per the old dispensation upto the date of effect of this Settlement shall be eligible for the third and last stagnation increment under the new dispensation on the 1st November, 1987 or one year after the date of the stagnation increment which the workman has got under the old dispensation whichever is later.

2. that a workman who has received one stagnation increment under the old dispensation but has completed 9 years of service in clerical cadre or 6 years of service in the subordinate staff cadre

after reaching the maximum of the scale of pay upto the date of effect of this Settlement as the case may be shall receive the second stagnation increment under the new dispensation on 1st November 1987 and the third and last stagnation increment under the new dispensation on the 1st January 1989.

3 (a) that a workman (belonging to the clerical cadre) who has already received one stagnation increment under the old dispensation but has not completed 6 years of service after reaching the maximum of the scale in the cadre upto the date of effect of the Settlement shall get the second stagnation increment on the date of completion of 6 years of service after reaching the maximum as required under the new dispensation.

(b) that a workman (belonging to the subordinate cadre), who has completed 4 years of service after reaching the maximum of the scale upto the date of effect of the Settlement shall get one stagnation increment on the 1st November 1987 and the second one after a period of one year from the date of completion of 4 years of service.

4. that a workman who has not received any stagnation increment under the old dispensation owing to his not completing the stipulated period of service after reaching the maximum of the scale according to old dispensation but has completed stipulated number of years according to new dispensation shall get the first stagnation increment on the 1st November 1987. The workman will get the second stagnation increment after completion of 6 years of service in clerical cadre or 4 years of service in the subordinate staff cadre after reaching the maximum of the pay scale and third stagnation increment, after completion of 9 or 6 years of service, as the case may be.

Note: Stagnation increments would not be given to an employee who at any time after the commencement of the Settlement and after being offered and /or selected for promotion refuses to accept such promotion.

5. Dearness Allowance

The Dearness Allowance shall be payable as per the following revised rates:-

(i) Subordinate Staff

0.67% of 'Pay' (i.e. Basic Pay, Stagnation Increments, Special Allowance if any, and Officiating Allowance, if any, payable under this Settlement).

(ii) Clerical Staff

- a) 0.67% of 'pay' upto Rs. 1650/- plus,*
- b) 0.55% of 'pay' above Rs. 1650/- to Rs.2835/- plus,
- c) 0.33% of 'pay' above Rs. 2835/-

Pay for the purpose of Dearness Allowance shall be Basic Pay, Stagnation Increments and Officiating Allowance, if any, under this Settlement, but not special allowance, if any.

Note:

a) Dearness Allowance in the above manner shall be paid for every rise or fall of 4 points over 600 points in the quarterly average of the All India Average Working Class Consumer Price Index (General) Base 1960 = 100.

b) It is clarified that there shall be no ceiling on Dearness Allowance.

c) All other existing provisions relating to Dearness Allowance Scheme shall remain unchanged.

6. City Compensatory Allowance

The City Compensatory Allowance shall be payable as per the following revised rates:-

A) Clerical Staff

- | | |
|---|---|
| (i) At the higher CCA Centres including the State of Goa | 6.50% of basic pay
Min. Rs. 65/-p.m.
Max. Rs. 150/-p.m. |
| (ii) At the lower CCA Centres i.e. places, with population of 5 lakhs and over, State Capitals, Chandigarh, Pondicherry and Port Blair. | 4% of basic
Min. Rs. 45/-p.m.
Max. Rs. 100/-p.m. |

B) Subordinate Staff

- | | |
|--|---|
| (i) At the higher CCA Centres including the State of Goa. | 6.50% of basic pay
Max. Rs. 75/-p.m. |
| (ii) At the lower CCA Centres i.e. places with population of 5 lakhs and over, State Capitals, Chandigarh, Pondicherry and Port Blair. | 4% of basic pay
Max. Rs. 50/-p.m. |

Note:-

a) The City Compensatory Allowance in the State of Goa where

* According to further understanding on 9.2.1990, Neutralisation in DA @ 0.67% of "pay" per slab upto Rs. 2,500/- (as against existing Rs. 1,650/-); 0.55% of "pay" between Rs. 2,501/- to Rs. 4,000/- (as against existing Rs. 1651 to Rs. 2,835/-) and @ 0.33% of "pay" above Rs. 4001/- (as against existing Rs. 2,836/-).

it was not payable on 1.11.1987 shall be payable with effect from 20th August 1988.

b) Employees posted in the State of Goa and presently drawing Goa Allowance shall be eligible to either Goa Allowance or City Compensatory Allowance as mentioned in Clause 6 above whichever is higher.

c) All other existing provisions relating to City Compensatory Allowance shall remain unchanged.

7. House Rent Allowance

The House Rent Allowance shall be payable as per the following revised rates:-

(i) At Special Places and Semi-Special Places-12% of pay - Maximum Rs.300/-p.m.

(ii) At places with population of 2 lakhs and over (other than Special and Semi Special Places) and State Capitals and Capitals of Union Territories - 10% of pay - Maximum Rs. 250/-p.m.

(iii) At places with population of 10,000 and over but below 2 lakhs - 8% of pay - Maximum Rs.200/-p.m.

(iv) At places with population of less than 10,000-6.50% of pay - minimum Rs 55/- maximum Rs. 155/- p.m.

Note:

(a) Pay for the purpose of calculating House Rent Allowance shall mean basic pay and wherever payable, stagnation increments, officiating allowance, and special allowance in full or in part as will be ranking for Provident Fund benefits.

(b) Where quarters are provided, House Rent Allowance shall not be payable and the rent to be recovered shall be 6% of the revised basic pay or the quantum of rent recoverable under already existing formula, whichever is lower.

(c) All other existing provisions relating to House Rent Allowance shall remain unchanged.

8. Special Allowances

(a) The special allowances payable to the clerical staff in banks other than State Bank of India mentioned in Schedule II- A hereto shall rank for existing benefits on the amounts provided in the Schedule.

(b) The special allowance payable to the subordinate staff in banks other than State Bank of India mentioned in Schedule II B hereto shall continue to rank for all existing benefits.

(c) The duties, responsibilities and other provisions relating to the special allowances in banks other than State Bank of India

shall remain unchanged except where stated otherwise in this Settlement and/or Schedule hereto.

(d) In supersession of Clause V(b) of the Bipartite Settlement dated the 17th September 1984, the rates and duties of special allowance carrying posts for workmen staff in State Bank of India may be reviewed and settled at the Bank level keeping in view the overall relativity in respect of special allowance under this Settlement.

9. Washing Allowance

Where the washing of livery is not arranged by the bank, washing allowance at the rate of Rs.25/- p.m. shall be payable to members of the subordinate staff entitled to uniforms with effect from 1st January 1989.

10. Graduation Allowance

On and from the date of this Settlement a newly recruited graduate clerk shall be fixed at the first stage of the clerical scale of pay and shall draw a fixed Graduation Allowance of Rs. 130/-p.m. which shall be a special allowance and shall be in lieu of two advance increments and shall rank for only such benefits as in Clauses 8 above.

On and from the date of this Settlement any clerical staff who becomes a graduate or is a graduate at the time of this promotion from subordinate Staff shall only draw graduation Allowance of Rs. 130/-p.m. in view of two advance increments.

Graduation Allowance of Rs. 130/-p.m. shall continue to be paid even after the recipient reaches the maximum of the clerical scale of pay.

In the case of existing graduate clerks who have received the benefit of 2 additional increments, the Graduation Allowance shall be payable on their reaching the maximum of the clerical scale of pay in the following manner:-

-Rs.65/-p.m. one year after reaching the 20th stage of the scale.

-Rs.130/-p.m. two years after reaching the 20th stage of the scale.

11. Professional qualification Increments or Allowance

For the sake of clarity and to distinguish it from Graduation Allowance, the increments/educational allowance now paid to the clerical staff for passing Part I or both Parts of CAIIB/CAIB shall be called Professional Qualification Increments or Allowance as the case may be.

12. Medical Aid

With effect from 1.1.1989, the reimbursement of medical expenses under medical aid scheme shall be restricted to as under:

1. For workmen with service upto 5 years- Rs.380/-p.a. till the completion of 5th year.
2. For workmen who have completed 5 years- Rs.530/- p.a. service and above.

13. Hospitalization Charges

a) In respect of bills related to the period between 1.11.1987 and 31.3.1989 already paid or submitted and pending for payment, the benefit of higher percentage of reimbursement provided in this Settlement shall be extended within the rates and limits stipulated in the Fourth Bipartite Settlement.

b) Revised rates as given in Schedule III shall be effective from 1.4.1989.

14. Paradip Port Town Allowance

Employees posted and working in branches situated in Paradip Port Town shall be paid Paradip Port Town Allowance (which is an 'Other Allowance') in lieu of the existing allowance, at 10% of the revised basic pay. There shall be however no recovery on this account.

15. Hill and Fuel Allowance

a) The Hill and Fuel Allowance shall be payable as per the following revised rates:-

- (i) At places situated at height : 18% of pay, Max. Rs.450/ of 3000 meters and above
- (ii) At places situated at a height : 8% of pay, max. Rs.150/- of and over 1500 meters but below 3000 meters
- (iii) At places situated at a height: 6% of pay, max. Rs.110/- of over 1000 metres but less than 1500 metres and Mercara Town

(b) At places which have a height of not less than 750 metres and which are surrounded and accessible only through hills with a height of 1000 metres and above, the Hill and Fuel Allowance shall be paid as is payable at places situated at a height of 1000 metres and above but less than 1500 metres.

(c) Hill and Fuel Allowance paid at any place not covered by (i), (ii), (iii) & (b) as above in terms of existing provisions, decisions,

orders, bank level/local settlements or practices shall cease to be payable with effect from the date of this Settlement irrespective of the reason for or name by which it is now paid.

The employees at such places presently in receipt of such an allowance, however, shall continue to draw the then allowance as was drawn by them with their march, 1989 salary by way of a fixed Personal Allowance so long they are posted at that place as workmen employees.

16. Special Area Allowance

The Special Area Allowance shall be payable at places specified in Column 1 of the Schedule IV hereto and at the rates stipulated in column 2 thereof against each such place, subject to minimum and maximum amounts as set out in column 3 thereof against each such place.

17. Voluntary Cessation of Employment by the Employees

The earlier provisions relating to the Voluntary cessation of employment by the employee in the earlier settlements shall stand substituted by the following:-

a) When an employee absents himself from work for a period of 90 or more consecutive days, without submitting any application for leave or for its extension or without any leave to his credit or beyond the period of leave sanctioned originally/subsequently or when there is a satisfactory evidence that he has taken up employment in India or when the management is reasonably satisfied that he has no intention of joining duties, the management may at any time thereafter give a notice to the employee at his last known address calling upon him to report for duty within 30 days of the date of the notice, stating inter alia the grounds for coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available. Unless the employee reports for duty within 30 days of the notice or gives an explanation for his absence within the said period of 30 days satisfying the management that he has not taken up another employment or avocation and that he has no intention of not joining duties, the employee will be deemed to have Voluntarily retired from the bank's service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty there after within 30 days from the date of the expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules of service.

b) When an employee goes abroad and absents himself for a

period of 150 or more consecutive days without submitting any application for leave, or for its extension or without any leave to his credit or beyond the period of leave sanctioned originally/ subsequently or when there is a satisfactory evidence that he has taken up employment outside India or when the management is reasonably satisfied that he has no intention of joining duties, the management may at any time thereafter give a notice to the employee at his last known address calling upon him to report for duty within 30 days of the date of the notice, stating, inter alia the grounds for coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available. Unless the employee reports for duty within 30 days of the notice or gives an explanation for his absence within the said period of 30 days satisfying the management that he has not taken up another employment or avocation and that he has no intention of not joining duties, the employee will be deemed to have Voluntarily retired from the bank's service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of the expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules of service.

c) If an employee again absents himself within a period of 30 days without submitting any application after reporting for duty in response to the notice given after 90 days or 150 days absence, as the case may be, the second notice shall be given after 30 days of such absence giving him 30 days time to report. If he reports in response to the second notice, but absents himself a third time from duty within a period of 30 days without application, his name shall be struck off from the establishment after 30 days of such absence under intimation to him by registered post deeming that he has voluntarily vacated his appointment.

18. Part-time Employees

The codified service conditions of part-time employees with such modifications as are considered necessary are as follows:-

1. Clerical Staff

One third of the scale wages and one third of the annual increments, payable to full time employees where the total working hours do not exceed 12 hours per week.

Subordinate Staff

If their normal total working hours per week are

Upto 3 hours: : at Bank's discretion

	with a minimum of Rs.60/-p.m.
More than 3 hours but less than 6 hours	: at Bank's discretion but with minimum of Rs. 175/-p.m.
6 hours to 13 hours	: One third of the scale wages with proportionate annual increment.
More than 13 hours to 19 hours	: One half of the scale wages with proportionate annual increment.
More than 19 hours to 29 hours	: Three fourth of the scale wages with proportionate annual increment.
Beyond 29 hours	: Full scale wages

Explanation:

'Scale wages' shall mean basic pay, city compensatory allowance (as per Clause 6), if any, special/house rent/other allowance, if any, and dearness allowance payable under this settlement to full time workmen.

2. Part-time employees not drawing scale wages shall be eligible for only fixed monthly payment made to them by the bank. Other part-time employees drawing scale wages shall get only such benefits as are specifically provided hereunder:-

(a) Permanent part-time employees drawing scale wages are eligible for leave, medical aid and uniforms.

(b) Permanent part-time employees drawing scale wages are eligible for Provident fund with effect from 1.9.1978.

(c) Permanent part-time employees drawing scale wages in banks other than in State Bank of India will be eligible for Gratuity. Those in State Bank of India, will however be eligible for Gratuity or Pension as per rules.

(d) Permanent part-time employees drawing scale wages shall be eligible for leave fare concession and leave encashment on pro-rata basis with effect from 1.4.1989.

3. Conversion to Full Time

For fitment of part-time employees consequent on their appointment on full time basis the pro-rata increments earned by them in the course of their part-time service shall be converted (notionally and only for the purposes of fitment) into full increments and their salary fitted from the date of their appointment as full-time employees after taking into account such notionally added increments, the fraction of an increment, if any, being granted to them by advancing the date of their next increment suitably. The advanced date of the increment, will in such cases, become the date of their annual increment in future years.

When wages of part-time employees are refixed from 1/3 to 1/

2 or 3/4 or from 1/2 to 3/4 in the wage scales, the pro rata increments earned by them in the course of their service in the lower proportionate wage scale shall be taken into account for the purpose of fitment in the higher proportionate wage scale together with the benefit of advancing the date of increment where the fraction of increment is involved as in the case of their absorption as full time employees.

4. Subject to the bank's recruitment rules, preference will be given to permanent part-time employees drawing scale wages in filling up full time vacancies in the same cadre, other things being equal.

19. Provident Fund

The rates of Provident Fund contribution shall be revised as under:-

1. 10% of 80% of pay from 1.11.1987 to 31.12.1988.
2. 10% of 90% of pay from 1.1.1989 to 31.12.1989.
3. 10% of full pay from 1.1.1990 onwards.

20. Gratuity

The existing Gratuity Schemes of the banks shall be modified to the extent that service rendered beyond the complete years of service shall also be reckoned for gratuity purposes if it is 6 months and more, but less than 1 year.

21. Payment of Overtime

The overtime paid to the employees for the overtime work performed uptill 31st March, 1989 shall not be recalculated on account of this Settlement.

22. General Provisions

(a) Improvement in Customer Service

Both the managements and the unions appreciate the need to improve the customer service and the working of the offices of the banks. To achieve this, both sides agree to maintain cordial industrial relations. The Unions also appeal to the employees to render full day's work and extend courteous and prompt customer service.

(b) Business Hours

The Unions agree that any change in the business hours is management's prerogative.

(c) Security Staff

Armed Guards and Watchmen shall be exempted by the Unions

from participating in strike/work stoppage.

23. Other Issues

(a) The residual issues of both the parties shall be mutually discussed and settled within a period of six months from the date of this settlement.

(b) In respect of the items covered in this settlement, if there are any agreements/understandings/arrangements for better in any bank the same shall continue unless and until revised.

24. 'B' Class Banks

The revision of wages and other service conditions of the workmen in 'B' Class Banks shall be completed through negotiations between the parties within a period of two months from the signing of this Settlement.

25. Special Provision for State Bank of India

In supersession of Clause XXI of Bipartite settlement dated 17th September, 1984, special compensatory provisions in respect of State Bank of India may be reviewed and settled at bank level.

26. Special Provision for Bank of India

The employees in the Bank of India who were in the service of the Bank on 1st January 1970 and were drawing a "Personal Allowance" will continue to draw the "Personal Allowance" payable to them in terms of the Settlement dated 12th October, 1970 subject to that allowance being consolidated as per the Scheme of the present Settlement in respect of Special Allowances.

27. Date of Effect and Operation

1. This Settlement unless provided otherwise shall come into force with retrospective effect from 1st November, 1987 and shall be binding on the parties for five years from 1st November, 1987. Six months before the Settlement expires, the Unions may submit their charter of demands to the IBA. The negotiations will commence before the last 3 months of the expiry of the Settlement.

2. The terms and conditions hereof shall continue to govern and bind the parties even thereafter until the Settlement is terminated by either party giving to the other a statutory notice as prescribed in law for the time being in force.

3. The AIBEA and the NCBE on behalf of the workmen agree that during the operation of this Settlement the workmen will not raise any demand of any nature whatsoever on any of the banks

in respect of matters covered by this Memorandum of Settlement.

4. Copies of the Memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 58 of the Industrial Disputes (Central) Rules, 1957 so that terms and conditions thereof are binding on the parties as provided in law.

28. INTERPRETATION

If there is any difference of opinion regarding interpretation of any of the provision of this Settlement the matter will be taken up only at the level of the Indian Banks Association and the All India Bank Employees Association and the National Confederation of Bank Employees for discussion and settlement.

29. (a) This Settlement is entered into between the parties concerned taking due note of the various proceedings in relation to this Settlement filed and pending as on date in various Courts in the country including those in the Hon'able Calcutta High Court, Nagpur Bench of Hon'ble Bombay High Court, in the High Court of Judicature at Allahabad, Lucknow Bench and the Learned District Judge, Alipore, 24 Parganas, Culcutta.

(b) This Settlement is subject to and will abide by result of the said proceedings and the orders if any which may be passed therein.

LIST OF BANKS

SCHEDULE- I

1. Algemene Bank Nederland N.V.
2. Allahabad Bank
3. American Express Bank Ltd.
4. Andhra Bank
5. Bank of America NT & SA
6. Bank of Baroda
7. Bank of India
8. Bank of Maharashtra
9. The Bank of Rajasthan Ltd.
10. The Bank of Tokyo Ltd
11. Banque Nationale De Paris
12. Bareilly Corporation Bank Ltd.
13. The Benares State Bank Ltd
14. Bharat Overseas Bank Ltd
15. The British Bank of the Middle East
16. Canara Bank
17. Central Bank of India
18. Citibank N. A.

19. Corporation Bank
20. Dena Bank
21. The Federation Bank Ltd.
22. Grindlays Bank p.l.c.
23. The Hongkong & Shanghai Banking Corporation
24. Indian Bank
25. Indian Overseas Bank
26. The Jammu & Kashmir Bank Ltd
27. Karnataka Bank Ltd
28. The Karur Vysya Bank Ltd
29. The Lakshmi Vilas Bank Ltd
30. The Mitsui Bank Ltd
31. The Nedungadi Bank Ltd.
32. New Bank of India
33. Oriental Bank of Commerce
34. Punjab & Sind Bank
35. Punjab National Bank
36. The Sangli Bank Ltd
37. Sonali Bank
38. The South Indian Bank Ltd
39. Standard Chartered Bank
40. State Bank of Bikaner & Jaipur
41. State Bank of Hyderabad
42. State Bank of India
43. State Bank of Indore
44. State Bank of Mysore
45. State Bank of Patiala
46. State Bank of Saurashtra
47. State Bank of Travancore
48. Syndicate Bank
49. Union Bank of India
50. United Bank of India
51. UCO Bank
52. United Industrial Bank Ltd
53. Vijaya Bank
54. The Vysya Bank Ltd

SPECIAL ALLOWANCES

SCHEDULE II-A

For Clerical Staff

	Amount of Special Allowance Rs.	Amount Ranking for P.F Rs.
1. Telephone Operator	58	52
2. Relieving Telephone Operator	30	27
3. Audit Clerk-Category 'A'	98	89
Category 'B'	185	167
4. Comptist	115	104
5. Telex Operator	145	130
6. Teller	189	170
7. Punch Card Operator/Data Entry Operator	161	145
8. Accounting Machine Operator	248	224
9. IBM/ICT Machine Operator	282	254
10. Stenographer	282	254
11. Head Clerk	282	254
12. Assistant Head Cashier - Units of 5 clerks and above	178	160
Units of 4 clerks and below	125	114
13. Cashier-in-charge of Cash in Pay Office or Branch	189	170
14. Head Cashier - Category 'A'		
Units of 5 clerks and above	248	224
Units of 4 clerks and below	189	170
15. Head Cashier - Category 'B'		
Units of 5 clerks and above	282	254
Units of 4 clerks and below	224	202
16. Head Cashier - Category 'C'	316	286
17. Head Cashier - Category 'D'	350	316
18. Head Cashier - Category 'E'	489	441
19. Special Assistant	524	473
20. Agricultural Assistant	139	125
Graduation Allowance/Professional Qualification Allowance		

For those workmen who hereafter reach or have already reached 20th stage of the scale and have got increments in consideration of educational qualification(s), Graduation Allowance/Professional Qualification Allowance shall be payable as under:

1. Those who are graduates and/or NDC -
Rs. 65/-p.m. after they complete 1 year
Rs. 130/-p.m. after they complete 2 years
2. Those who have passed Part I of CAIB/CAIIB -
Rs.69/-p.m. after they complete 1 year
3. Those who have passed Both Parts of CAIB/CAIIB -
Rs.69/-p.m. after they complete 1 year
Rs.138/-p.m. after they complete 2 years
Rs. 207/-p.m. after they complete 3 years
4. Those who are graduates/NDC and have passed Part I of CAIB/CAIIB -
Rs.65/-p.m. after they complete 1 year
Rs.130/- after they complete 2 years
Rs.199/-p.m. after they complete 3 years
5. Those who are graduates/NDC and have passed Both Parts of CAIB/CAIIB -
Rs. 65/-p.m. after they complete 1 year
Rs. 130/- after they complete 2 years
Rs. 199/- after they complete 3 years
Rs.268/-p.m. after they complete 4 years
Rs.337/-p.m. after they complete 5 years.

Note:

a. Those who draw Graduation Allowance in lieu of graduation increments, shall continue to draw the allowance after reaching the maximum in the scale. If they have passed Part I or Both Parts of CAIIB they shall also be eligible for Professional Qualification Allowance as given in (2) and (3) above.

b. Amounts ranking for Provident Fund shall be as under :-

Allowance	Amount ranking for Provident Fund
Rs.	Rs.
65	58
69	62
130	117
138	125
199	179
207	187
268	241
337	303

SPECIAL ALLOWANCE

SCHEDULE II-B

For Subordinate Staff

	Amount of Special Allowance Rs.
1. Cyclostyle Machine Operator	49
2. Liftman	60
3. Relieving Liftman	36
4. Cash Peon	60
5. Watchman/Watchman-cum-Peon	60
6. Armed Guard	101
7. Bill Collector	101
8. Daftary	119
9. Head Peon	137
10. Air Conditioning Plant Helper	276
11. Electrician	276
12. Driver	312
13. Head Messenger in Indian Overseas Bank	233

SCHEDULE III

Guidelines for Reimbursement of Hospitalization Expenses

1. Hospitalization expenses will be reimbursed to Award Staff in the bank to the extent of 90 per cent in case of self and 60 per cent in case of members of family subject to the procedure for reimbursement of hospitalization expenses as enumerated hereunder:

a. Hospitalization charges to the extent stated above will be reimbursed in case of all ailments and major accidents which require hospitalization.

b. A workman or his family member(s) will be considered to have been hospitalized only if they are admitted as indoor patient(s) in the hospital in respect of diseases/accidents as mentioned above in sub para(a). Medical expenses incurred for the hospitalization will be reimbursed on the strength of bills/vouchers to the extent of 90% in case of himself and 60% in case of family members subject to limits prescribed hereunder.

2. For the purpose of Medical Facilities

(i) The expression 'family' of an employee shall mean the employee's spouse, wholly dependent children and wholly de-

pendent parents.

(ii) The term 'children' shall include step children and legally adopted children but shall not include married daughter including widowed daughters.

(iii) The term 'parents' shall include step mother wholly dependent on the employee but shall not include step father.

(iv) The term 'wholly dependent child/parent' shall mean such relative having a monthly income not exceeding Rs.500/-p.m. If the income of one of the parents exceeds Rs.500/- p.m. or the aggregate income of both the parents exceeds Rs. 500/-p.m. both the parents shall not be considered as wholly dependent on the employee.

(v) A married female employee may include her natural parents or parents-in-law under the definition of family - but not both- provided that the parents/parents-in-law are ordinarily residing with and wholly dependent on her.

3. The reimbursement of hospitalization expenses will be restricted to the following charges:

	60% of amount actually incurred or the amount mentioned below against each item whichever is lower, for members of the family	90% of amount actually incurred or the amount mentioned below against each item whichever is lower, for workman himself
3.1 a. Hospital registration fees	Rs.20/-	Rs.30/-
b. Surcharge/tax on hospital bills	Proportionate to the extent of the Bill passed by the Bank	Proportionate to the extent of the Bill passed by the Bank
3.2 Charges for bed per day (excluding charges for board)	Rs.30/-	Rs.40/-
3.3 Diagnostic material charges X-rays, pathological tests, ECG, etc.	As per Annexure I hereto	
3.4. Medicines/drugs, injections, bandage and dressing materials etc. except tonics	60% or 90% as the case may be of actual expenses incurred	

3.5. Operation charges etc. As per Annexure II hereto

3.6. Physician's and Consultant's fees per visit:

Visit at the Chamber

Major 'A' Class Cities

Other Places

viz. Bombay, Delhi, Madras

Calcutta, Ahmedabad,

Bangalore and Hyderabad

60% of amt.

90% of amt.

60% of amt.

90% of amt.

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workman

members of the

workman

family

himself

family

himself

First

Consultation

Rs.60/-

Rs.80/-

Rs.40/-

Rs.60/-

Subsequent

Consultation

Rs.30/-

Rs.40/-

Rs.20/-

Rs.30/-

Visit at Residence

Major 'A' Class Cities viz.

other Places

Bombay, Delhi, Calcutta,

Madras, Ahmedabad, Bangalore

and Hyderabad

60% of amt.

90% of amt.

60% of amt.

90% of amt.

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for members

for workman

for members

for workman

of the family

himself

of the family

himself

In case of

emergency

leading to

hospitalization

Rs.55/- Rs.100/-

Rs.40/- Rs.75/-

Second

Consultation Subsequent consultations Visit made by Specialists at the Hospital Special Visits Major "A" Class Cities viz. Bombay, Delhi, Calcutta, Madras, Ahmedabad, Bangalore and Hyderabad	Rs.45/- Rs.30/-	Rs.90/- Rs.60/-	Rs.30/- Rs.20/-	Rs.60/- Rs.40/-	Other Places
60% of amt. actually incurred or the amt. as mentioned against each item which ever is lower for members of the family	90% of amt. actually incurred or the amt. as mentioned against each item which ever is lower for workman himself	60% of amt. actually incurred or the amt. as mentioned against each item which ever is lower for members of the family	90% of amt. actually incurred or the amt. as mentioned against each item which ever is lower for workman himself		
During the daytime	Rs.25/- per visit	Rs.40/-	Rs.20/- per visit	Rs.25/-	
During nighttime	Rs.40/- per visit	Rs.60/-	Rs.25/- per visit	Rs.40/-	
Routine visits	Rs.20/- per visit	Rs.25/-	Rs.20/- per visit	Rs.25/-	

4. The workmen or members of their families, as the case may be, will secure admission to the lowest paying beds in a Government/Municipal hospital or any 'private' hospital (i.e.), hospitals under the management of a trust, charitable institution or a religious mission). The reimbursement will be restricted to 90% or 60% as the case may be, of the charges applicable to the lowest paying beds in such hospitals according to the hospital rules or the maximum amounts mentioned above whichever is lower.

5. Normally, the workman and members of his family should avail services of hospital as mentioned in para 4 above, However, if he feels, that it is unavoidable to seek service of a private nursing home/hospital, he can do so in one of the hospitals/nursing homes, approved by the bank. Reimbursement in such cases will, however, be restricted to the extent of the amount which would have been reimbursable in case of admission to a public or private hospital as mentioned in para 4 above,

6. Medical expenses incurred within 30 days of pre-and post hospitalisation period on medical advice on account of the ailment/disease for which the person was hospitalized will be considered as hospitalisation expenses for the reimbursement purpose.

7. The charges for a special nurse will be reimbursed at 90% or 60% as the case may be, of the actual amount incurred subject to a maximum limit of Rs.100/- per shift at Bombay, Delhi, Calcutta, Madras, Ahmedabad, Bangalore and Hyderabad and Rs. 60/- per shift for other places when the services of such special nurse are considered essential by the medical superintendent of hospital/nursing home.

8. Hospitalisation charges in connection with maternity will not be reimbursable. However, the expenditure incurred by an employee in cases involving operative interference because of complicated labour and caesarean operation and subsequent hospitalisation thereto will be reimbursed under the hospitalisation scheme to the extent of expenditure incurred in excess of normal maternity charges and consequent hospitalisation thereto with effect from 1.4.1989, subject, however, to 90% or 60% as the case may be, of the amount actually incurred or the limits as per Annexure II hereto.

9. The purchase of drugs/medicines will be restricted to approved chemists and arrangements will be made by banks wherever possible to make direct payments to the chemists.

10. Banks will have discretion to refuse payment of bills in cases where they are not satisfied about the genuineness of the bills.

11. Ambulance Charges

Ambulance Charges for removing the workman or his family members from residence to the hospital/nursing home, or from hospital/nursing home to residence on discharge or from one hospital to another hospital may be reimbursed in full.

12. Medical Aid and Expenses Scheme

Medical Expenses incurred in respect of the following diseases which need domiciliary treatment as may be certified by the recognized hospital authorities and bank's medical officer shall be deemed as hospitalisation expenses and reimbursed to the extent of 90% in the case of a workman and 60% in the case of his family. Cancer, Tuberculosis, Paralysis, Cardiac Ailment, Tumour, Small pox, Pleuresy, Diphtheria, Leprosy, Kidney ailment.

13. The medical aid and reimbursement for expenses under the Hospitalisation Scheme under this Settlement will be also available for medical treatment under the recognized systems of medicine viz., Ayurvedic, Unani, Homeopathy and Naturopathy subject to the approval by the Authorized/Approved Doctor of the bank or as deemed fit by the bank.

14. Reimbursement of Hospitalisation Expenses incurred on Treatment Abroad.

The procedure to be followed in respect of reimbursement of expenses incurred by workmen and their families on treatment abroad shall be as laid down in Annexure-III hereto.

Note:

In respect of bills related to the period between 1.11.1987 and 31.3.1988 already paid or submitted and pending for payment, the benefit of higher percentage of reimbursement provided in this Settlement shall be extended as per the rates and limits stipulated in the Fourth Bipartite Settlement.

ANNEXURE I

Schedule for Reimbursement of Charges Incurred by Workman for Pathological etc. Investigations

	60% of the amt. actually incurred or as mentioned below, whichever is lower, for family members Rs.	90% of the amt. actually incurred or as mentioned below, whichever is lower, for workman himself Rs.
Urine Examination		
Urine Routine	15	20
Urine for Albumin	15	20
Urine for 17 Kotosteriods	75	125
Urine Culture	40	55
Urine for Column Count Test	40	55
Sensitivity Test	55	75
Urine for Acid Fast Bacilli (TB Culture)	35	50
Stool Examination		
Stool Routine (Stool)	15	20
Examination of Blood		
Blood Count with Indices	25	35
Blood Count without Indices	20	30

	60% of the amt. actually incurred or as mentioned below, whichever is lower, for family members Rs.	90% of the amt. actually incurred or as mentioned below, whichever is lower, for workman himself Rs.
RBC and Hb with indices	20	25
RBC and Hb without indices	15	20
Total WBC and Differential Count (TC/DC)	15	20
Blood Smears for Parasites (MP etc.)	15	20
Blood for Micro-filaria	30	50
Platelet count	25	35
Bleeding and Coagulation Time (BT CT)	20	30
Clot Retraction Time	20	30
Prothrombin Time	30	40
Erythrocytes Sedimentation Rate (Westergren's method)	15	20
Sedimentation Rate (both methods) ESR	30	40
Blood Culture	35	55
Clot Culture	35	55
GCDP	30	45
Serological Tests on Blood Rose Waller Test or RA Test	50	100
Widal Test plus Clot Culture of Weil-Felix or Other Agglutination Test	35	50
Brucella Agglutination Test*	45	60
Cold Agglutination Test for Virus Pneumonia	45	60
C Reactive Proteins**	70	90
Paul Bunnell Test	45	70
Serum for RA Test	45	70
Test for Blood Transfusion Coomb's Test direct (for coating antibodies)	50	75
Coomb's Test (for complete and		

	60% of the amt. actually incurred or as mentioned below, whichever is lower, for family members	90% of the amt. actually incurred or as mentioned below, whichever is lower, for workman himself
	Rs.	Rs.
incomplete indirect antibodies)	85	135
Blood Grouping and Rh Factor Only (not for matching) for Non-maternity Cases	25	45
Blood Transfusion per Bottle and Donor's fees (including Pathologist's attendance and cross-matching)	130	180
<u>Skin Tests</u>		
Tuberculin Test (Mantoux)		
TT or MT	35	50
Scraping for Fungus	15	20
Skin Clipping & Smear for leprosy	35	50
Nasal smear for leprosy	25	40
<u>Bio-chemistry</u>		
Blood Urea/Calcium/Phosphorus/ Phosphatase/Sodium/ Potassium each	35	50
Blood Urea Nitrogen	35	50
Urea Clearance Test	65	90
Creatinine Clearance Test	65	90
Serum Proteins or Plasma Proteins	35	50
Serum Proteins Electro Phoresis	85	110
Blood for Fibrinogen	45	60
Blood for Creatinine	35	50
Blood Uric Acid	35	50
Blood Sugar Curve (Glucose Tele- rance Test) GTC or GTT	110	150
CO ₂ Combining Power of Plasma	50	70
Blood Cholesterol	35	50
Blood Protein Bound Iodine (PBI)	110	160
Blood Chlorides (SCI)	35	50
Serum Sodium (S.Na)	30	40
Serum Potassium (SK)	30	40

	60% of the amt. actually incurred or as mentioned below, whichever is lower, for family members Rs.	90% of the amt. actually incurred or as mentioned below, whichever is lower, for workman himself Rs.
Serum Iron (S. Fe)	60	80
Serum Iron Studies	85	120
Serum Calcium (S. Ca)	30	40
Serum Phosphorous (S. P)	30	40
Serum Alkaline Phosphates	30	40
Serum Acid Phosphates	40	65
Serum Glutamic Oxalic Transaminase (SGDT)	50	80
Serum Lipase	50	80
Serum Glutamic Pyruvic Trans- aminase (STPT)	50	80
Serum Amylase	50	80
CPK	180	260
Glucose 6 Phosphate Dehydrogenase	95	140
Serum Lactic Dehydrogenase (LDH)	85	120
Serum Lactic Dehydrogenase with Isoenzyme	105	155
SMA 12-2 (14 Blood Chemistry)	160	250
<u>Liver Function Tests</u>		
Thymol Turbidity Test	30	40
Cephalin Cholesterol Flocculation Test	30	40
Vanden Berghn Reaction and Icterus Index (Quantitative Bilirubin)	50	70
Takata Ara Reaction	50	70
Bromsulphalein Excretion Test (Excluding Injection charges)	60	85
* For indoor patients only		
** For Rheumatic disease to be reimbursed for hospitalised patients.		
<u>Conjunctival Swab</u>		
Conjunctival Swab for Microscopic and Culture Examination	35	50
Smear Examination for Micro		

	60% of the amt. actually incurred or as mentioned below, whichever is lower, for family members	90% of the amt. actually incurred or as mentioned below, whichever is lower, for workman himself
	Rs.	Rs.
Organism	30	40
Routine Culture for Blood, Urine, Faeces, Sputum, Throat Swab, Pus and other Exudates	40	55
Fluids or Exudates for Malignant Cells	45	60
<u>Pleural and Pericardial and Ascitic Fluids</u>		
Pleural Fluid for Routine Examination	40	60
Pleural Fluid for Culture Pericardial and Ascitic Fluids	40	60
<u>Sputum Examination</u>		
Sputum Routine	35	50
Sputum for Acid Fast Bacilli only (Sputum AFB)	35	50
Sputum for Culture (Culture for TB)	40	55
CSF for Diptheria	40	50
Culture for Diptheria	30	40
<u>Gastric Analysis</u>		
Gastric Contents for Routine Analysis (Gastric Analysis or Fractional Test Meal)	70	100
Sternal Marrow Routine Cytology (Bone Marrow)	70	100
Basal Metabolic Rate (BMR)	70	100
Lung Function Test	70	100
Histopathology		
- Small Specimen	40	60
- Medium Sized Specimen	85	120
- Large Specimen	140	200
<u>Charges for X-rays</u>		
Charges per Plate/film	30	50
Barium Studies First Plate	40	60

	60% of the amt. actually incurred or as mentioned below, whichever is lower, for family members	90% of the amt. actually incurred or as mentioned below, whichever is lower, for workman himself
	Rs.	Rs.
Second and Third Plate (per plate)	30	45
Subsequent Plate (per plate)	20	35
Dental X-ray per plate	15	20
ULTRA SONOGRAPHY AND ECHOCARDIOGRAPHY		
Electro Cardiogram (E C G)	45	60
India! Test	50	70
UCG (Phone-cardiography, Telemetry C, Cardiac Ex Test Stress Test)	250	350
Echo Cardiography	180	300
Cardiac Version	180	260
Ultra Sonography	110	150
US Guided Biopsy	150	200
Us Follicular study	60	100
<u>Psychiatry Test</u>		
ECT	50	70
CO ₂	30	40
Psychology Testing	50	70
For the following tests, etc. at the sole discretion of the Bank		
C T SCAN		
Brain/Head	225	375
Liver/Abdomen	180	300
Combined Thyroid scan with Iodine uptake	90	150
Thyroid uptake	30	50
Thyroid	50	85
Echoenceph alography (ECHO)/ Electroencephalography (EEG)/ Electromyography (EMG)	100	165
R I A		
T ₃	60	100

	60% of the amt. actually incurred or as mentioned below, whichever is lower, for family members	90% of the amt. actually incurred or as mentioned below, whichever is lower, for workman himself
	Rs.	Rs.
T ₄	60	100
TSH, LH, FSH, Prolactin (for each test)	75	125
Testosterone	90	150
Parathyroid	90	150
Estrogen (Total)	90	150
ACTH	90	150
HBsAg by RIA or EIA	110	175
FOR SURGICAL INVESTIGATION & TREATMENT OF CANCER		
Scopies and Biopsies	240	400
Chemotherapy	180	300

ANNEXURE-II

Operation Charges

Special Operation	Major Operation	Minor Operation
60% of the amt. actually incurred or the amt. as mentioned against each item, which ever is lower for members of the family	90% of the amt. actually incurred or the amt. as mentioned against each item, which ever is lower for members of the family	60% of the amt. actually incurred or the amt. as mentioned against each item, which ever is lower for members of the family
Rs.	Rs.	Rs.
(a) Operation Theater Charges		
300/-	400/-	200/- 300/-
(b) Anaesthetist's Charges		
275/-	350/-	150/- 250/-
(c) Surgeon's Fees for Operation (including fees for assistants)		
2250/-	3500/-	1250/- 2250/-
(d) Expenses for dialysis, blood transfusion, Heart Valve replacement, Angiography and pace-maker may be reimbursed at		
		750/- 1000/-

the rate of 60% for family members and 90% for workman himself at the sole discretion of the bank.

Indicative list of Special, Major and Minor Operation is appended below:

Special Operations

Cardiac including By-Pass Surgery, Brain, Lung and Cancer Operations and Kidney Transplantation Operation.

Major Operations

Kidney Stone, Prostrate, Thyroid, Caesarian Delivery, Gestrarectomy, Hysterectomy, Fractures, Amputations, S.P. Nailing, Discoidectomy, Retina Detachment, Liver & Gal Bladder. Plastic Surgery (not for beautification) subject to Bank's discretion (Time taken approximately 1 to 3 hours).

Minor Operations

D & C, Fissure, Circumcision, Small Hydrocele, Dilatation, Vasectomy, Abscess, Bilat, Hydrocele, Hernia, Appendix, Tubectomy, Piles, Fistula, Cataract, Minor Operations Eye, Nose and Ear (Time taken approximately 60 minutes or less).

ANNEXURE - III

**Scheme of Reimbursement of Expenses incurred
by the Workmen for Treatment Abroad**

1. As a rule, reimbursement of expenses incurred by workmen and their family members on treatment abroad will not be allowed.
2. In exceptional cases necessitating treatment of a kind yet to be widely established in the country, where workmen on medical advice obtained in the manner indicated below, choose to go on their own for treatment abroad, reimbursement may be authorized by the board of directors of the bank subject to conditions laid down hereinafter and limited to the expenditure that would have been incurred had such treatment been received in India in a government hospital or a nursing home specially recognized by the Director General of Health Services of the Government of India.
3. The reimbursement of expenses incurred on air passage for travel abroad in connection with such treatment will not be reimbursed.
4. Foreign exchange may be released to the workmen for the purpose of treatment abroad to the same extent as is permissible to private citizens.
5. Hospitals and clinics indicated in paragraph 9 below have facility for specialists treatment for which requests are generally received for treatment abroad and in respect of which treatment facility in ordinary hospitals are still inadequate. The services

provided by these hospitals may be availed of by the eligible workmen. In such cases, reimbursement may be allowed subject to the board of directors being satisfied about reasonableness of the claim.

6. The following ailments have been identified as ailments for which treatment in India is not yet widely established:

- i. Cadaver Kidney transplant;
- ii. Old operated by-pass surgery cases (in which the initial operation was done abroad) needing revascularization;
- iii. Bone marrow transplant;
- iv. Operative correction for high myopia cases; and
- v. Complex cyanotic - Heart - Lesion and newly born infants suffering from heart diseases.

7. Reserve Bank of India (RBI) will constitute Medical Boards at Bombay, Delhi, Calcutta and Madras and at such other centres as may be considered necessary for the purpose of recommending whether an employee would be covered under this Scheme. The annual cost incurred on meeting of the Board by way of sitting fees, etc., shall be shared on an annual basis by such of the banks which avail of the services of the medical boards of examining cases of their workmen needing treatment abroad, in a manner as may be decided by the Reserve Bank of India. The Medical Board should make a specific recommendation and also give reasons for recommending treatment abroad. The Medical Board will submit its report to RBI which in turn, could pass it on to the concerned bank.

8. For the purposes of reimbursement, as envisaged in the Scheme, the schedule of charges as applicable for private ward treatment at the All India Institute of Medical Sciences, New Delhi, enforced from time to time, should be adopted.

9. The following institutions have been identified as having facilities for specialized treatment:

a. Bypass Coronary Surgery:

- i. Southern Railways Headquarters Hospital, Perambur, Madras.
- ii. Christian Medical College Hospital, Vellore.
- iii. K.E.M. Hospital Bombay.
- iv. Jaslok Hospital, Bombay.
- v. Bombay Hospital, Bombay.
- vi. Kasturba Hospital, Bhopal.
- vii. Sree Chitra Tirunal Institute of Medical Sciences and Technology, Trivandrum.

b. Kidney Transplant:

- i. Christian Medical College & Hospital, Vellore.
 - ii. All India Institute of Medical Sciences, New Delhi.
 - iii. Post Graduate Institute, Chandigarh.
 - iv. Jaslok Hospital, Bombay.
- c. Blood Cancer.
- i. Tata Memorial Hospital, Bombay.
 - ii. Cancer Institute, Adyar, Madras.
- d. Complicated Heart Surgery Cases:
- i. Southern Railway Hospital, Perambur, Madras.
 - ii. Christian Medical College & Hospital, Vellore.
 - iii. K.E.M. Hospital, Bombay.
 - iv. All India Institute of Medical Sciences, New Delhi.
 - v. Bombay Hospital, Bombay.
 - vi. G.B. Pant Hospital, New Delhi.
 - vii. Sree Chitra Tirunal Institute of Medical Sciences and Technology, Trivandrum.
 - viii. Post Graduate Institute, Chandigarh.
 - ix. S.S.K.M. Hospital, Calcutta.
 - x. Samaritan Hospital, Alwaye (Kerala).
 - xi. Kasthurba Hospital, Bhopal (BHEL)
 - xii. N.M. Wadia Institute of Cardiology, Pune.

SCHEDULE - IV

Column 1	Column 2	Column 3	
	Allowances as percentage of basic pay	Minimum Rs. Per mensem	Maximum Rs. Per mensem
I. Area where the limits have been revised			
1. Baramula & Rupwera			
Dist. of J & K	6	50	140
2. Mizoram	12	125	225
3. Nagaland	12	100	300
4. Andaman & Nicobar Islands			
a. South Andaman	12	100	225
b. North & Middle Andaman	12	100	260
c. Little Andaman & Narcondum Islands	12	100	300
5. Sikkim	12	100	300
6. Lakshadweep Islands	12	150	300
II. Area where special allowance is additionally			

introduced			
7. Other areas in Doda Dist. which have been declared as backward area as per J&K State Governemnt Srs.No.394 dt.5.9.1981 recast vide srs.No. 272 dt.3.7.1982	6	35	75
8. Assam	6	25	70
9. Meghalaya	6	25	70
10. Tripura	6	50	100
11. Manipur	6	50	100
12. Arunachal Pradesh			
a. for employees posted in the remoter region (as specified in M/O External Affairs Lt. No. 23/67/NI/62 dt. 6.6.63) Districts	12	125	335
b. For employees posted in other regions	12	110	300
III. Area where the limits remain unchanged			
JAMMU AND KASHMIR			
1. Kathua District	6	50	100
a. Niabat Bani			
b. Lohi			
c. Malhar			
d. Machhodi			
2. Udhampur District	6	50	100
a. Dudu			
Basantgarh			
b. Lender Bhamag			
IlIaqa			
c. Thakrakote			
d. Nagote			
e. Tehsil Mahere			
i. For areas up to Gool from Kamban side and areas up to Arnas from Keasi side			
ii. For the rest of			

the areas			
3. Doda District	6	50	100
i. Illaqaas of Poddarin Kishtwar Tehsil			
b. Niabat Mawgam in Kishtwar Tehsil			
4. Leh District	6	75	150
a. Zanskar			
b. Nayama			
c. Nobra			
d. Other places in the district			
5. Poonch and Rajouri Dists. area in Poonch and Rajouri districts excluding the towns of Poonch and Rajouri and Sunderbani and other urban areas in the two districts.	6	50	100
6. Areas not included in (1) to (5) above but which are within the distance of 8Kms from the line of actual control or at places which may be declared as qualify- ing for border allowance from time to time by the State Government for their own staff	6	50	100
HIMACHAL PRADESH			
1. (a) Panji Sub-division of Chamba Dist.	6	75	150
(b) Bharmour Tehsil of Chamba Dist.			
(c) Lahaul and Spiti Dist.			
(d) Kinnaur District			
(e) Dadre-Kawar area of Rehru Tehsil, Parganas of Pandrabis and Atharabis Gram Panchayats of Munish, Darkali and Kashapat of Rampur Tehsil of Simla District			
(f) Pargana of Pandrabis			

of Kulu district			
(g) Chhota Bhangal and Bara Bhangal area of Palampur sub-division of Kangra district			
2. (a) Gram Panchayat Deothi (Taklech areas) and Parganas Chhaibis, Naubis, Sarabhan and Barabis of Rampur Tehsil of Simla district.	6	50	100
(b) Chhuhar Valley of Jogindernagar Tehsil of Mandi district			
(c) Mangal Panchayat area of Solan district			
(d) Other Seraj and Malana Panchayat area of Kulu district			
3. (a) Janjehli Block of Chachiot Tehsil of Mandi district	6	50	100
(b) Chopal Tehsil of Simla district			
(c) trans-Giri Tract of Sirmu district			
(d) Churah Tehsil of Chamba district			
(e) Kunr Panchayat and Belaj Pargana of Chamba Tehsil of Chamba district			
4. Manali - Ujhi area Parvati and Lagg Valley and Banjar Block of Kulu district	6	50	100
UTTAR PRADESH			
1. Dharchula, Musiyari, Joshimath and Bhatwari Development Blocks and other areas of border district of Uttar-kashi, chamoli and pithoragarh including the district Headquarters of Uttar kashi only.	6	50	100

PORT & DOCK

SETTLEMENT ARRIVED AT BETWEEN THE REPRESENTATIVES OF THE MANagements OF PORT TRUSTS AND DOCK LABOUR BOARDS AND REPRESENTATIVES OF ALL INDIA PORT AND DOCK WORKERS' FEDERATION (HMS), INDIAN NATIONAL PORT AND DOCK WORKERS' FEDERATION (INTUC), ALL INDIA PORT AND DOCK WORKERS' FEDERATION (WORKERS) (HMS), PORT, DOCK AND WATERFRONT WORKERS' FEDERATION OF INDIA (AITUC), WATER TRANSPORT WORKERS' FEDERATION OF INDIA (CITU) AND MADRAS PORT UNITED LABOUR UNION (AITUC) ON 12TH JUNE, 1989 AT NEW DELHI ON THE ISSUES OF WAGE REVISION AND LIBERALISATION OF TERMS AND CONDITIONS OF EMPLOYMENT OF PORT AND DOCK WORKERS AT THE 10 MAJOR PORT TRUSTS AND SEVEN DOCK LABOUR BOARDS.

PRESENT

On behalf of the management :

1. Shri M.K. Kar Gupta, Chairman, Calcutta Port Trust.
2. Shri A. Balraj, Chairman, Madras Port Trust
3. Shri P.K. Mishra, Chairman, Paradip Port Trust
4. Shri H.N. Fotedar, Managing Director, Indian Ports Association

On behalf of the Workmen :

1. Shri S.R. Kulkarni,
President
All India Port and Dock
Workers' Federation (HMS)
2. Shri S.C.C. Anthoni Pillai,
General Secretary
3. Shri Janaki Mukherjee,
President
Indian National Port Dock
Workers' Federation (INTUC)
4. Shri G. Kalan,
General Secretary
5. Shri Noor Ahmed,
Vice-President
All India Port and Dock Workers'
Federation (Workers) (HMS)
6. Shri S.K. Shetye,
General Secretary
7. Shri V.V. Rama Rao
Port, Dock and Waterfront
Workers' Federation of India
(AITUC)
8. Shri V.K. Balakrishnan,

Vice-President
9. Shri Subramanian Menon,

Water Transport Workers'
Federation of India (CITU)

10. Shri K.K. Roy Ganguly,
General Secretary

11. Shri D. Pandian,

President Madras Port United
Labour Union (AITUC)

12. Shri J.H. Frederick Ajoo,
General Secretary

Short recital:

1.1 With a view to concluding a new wage settlement, to be effective from 1-1-1988, bipartite discussions were held from January, 1988 over a common charter of demands dated 16-11-1987 (copy enclosed at Annexure I). The unions affiliated to the five federations of port and dock workers, All India Port and Dock Workers' Federation (HMS), Indian National Port and Dock Workers' Federation (INTUC), All India Port and Dock Workers' Federation (workers) (HMS), Port, Dock and Waterfront workers' Federation of India (AITUC), and Water Transport workers' Federation of India (CITU) served notices of strike on the Port Trusts, Dock Labour Boards, Stevedores, Clearing and Forwarding Agents and other employers threatening to go on an indefinite strike from 17-4-1989.

1.2 The Chief Labour Commissioner (Central), New Delhi commenced conciliation proceedings from 7-4-1989, with the representatives of above mentioned five federations of port and dock workers. No settlement could be arrived at before 17-4-1989 and the unions affiliated to the five federations organised a strike at the ten major ports with effect from 17.4.1989.

1.3 In the discussions held with representatives of the Indian National Port and Dock Workers' Federation (INTUC), All India Port and Dock Workers' Federation (Workers) (HMS) and Madras Port United Labour Union (AITUC) on 20th and 21st April, 1989 and in the discussions held with the All India Port and Dock Workers' Federation (HMS), Port, Dock and Waterfront Workers' Federation of India (AITUC) and Water Transport Workers' Federation of India (CITU), Memorandum of Understanding was reached on the points covered by the charter of demands.

1.4 In deference to the order of the Calcutta High Court in the writ petition filed by the Haldia-Calcutta Port Shramik Union and

the Bhartiya port Dock Mazdoor Sangh, the memoranda of understanding as also the terms of this settlement will be subject to the final orders of the High Court of Calcutta.

1.5 Further discussions were held on 15.5.1989. At the outset of the discussions, General Secretaries of All India Port and Dock Workers Federation (HMS), Port, Dock and Waterfront workers' Federation of India (AITUC) and Water Transport Workers' Federation of India (CITU) gave a joint letter dated 15.5.1989 (Copy at ANNEXURE II). On behalf of the All India Port and Dock Workers Federation (Workers) (HMS), a letter dated 15.5.1989 was given (Copy at ANNEXURE III). Discussions were held on 15, 16, 23 and 24 May, 1989 with the representatives and signatories to the Memorandum of Understanding with the view to finalising the settlement in accordance with the Memorandum of Understanding.

1.6 Further discussions were held on 12th June, 1989. As a result of these discussions, the parties finalised the terms of settlement in accordance with Memorandum of Understanding. The terms of this settlement will be subject to the final orders of the High Court of Calcutta as already indicated in para 1.4. In addition, in another writ petition filed by the Indian Federation of Port and Dock Workers, the High Court of Calcutta was pleased to direct that any decisions arrived during the discussions regarding the settlement of the wages and emoluments of port and dock workers will be subject to the final decision of the writ petition. In deference to this order of the Calcutta High Court in this petition, the terms of this settlement will be subject to the final orders of the High Court of Calcutta.

Terms of Settlement

2. It is agreed that the existing wage structure and terms and conditions of employment, applicable to Class III AND Class IV port and dock employees, at the following major ports will be revised as under:-

3. Coverage

The revised wage structure will apply to and cover the following Class III and Class IV employees:

(i) Persons employed by the Major Port Trusts of Bombay, Calcutta, Madras, Visakhapatnam, Cochin, Mormugao, Kandla, Paradip, Tuticorin and New Mangalore, including the workers covered by the Schemes, if any, framed under Section 42 of Major Port Trusts Act, 1963 and are paid directly by the Port Trust;

(ii) Persons employed by the Dock Labour Boards and their administrative bodies at Bombay, Calcutta, Madras, Vishakapatnam, Cochin, Marmugao and Kandla; and

(iii) Persons registered or unregistered (Listed) under any of the Schemes framed under the Dock Workers (Regulation of Employment) Act, 1948.

4. Date of effect and period of Settlement

This settlement will take effect from 1st January, 1988 and remain operative for a period of five years from 1st January, 1988 to 31st December, 1992, except as otherwise explicitly provided in any other paragraph (s) of this Settlement.

5. Revised Pay Scales

The revised pay scales corresponding to the existing scales will be as given in the Annexure IV to this Settlement.

6. Fixed Dearness Allowance

6.1 The rates of Fixed D.A. at the All India Working Class Consumer Price Index No.607 (1960-100) payable from 1.1.1988 to the employees on the basis of corresponding basic pay in the revised scale applicable to the employees from time to time are given in Annexure V.

6.2 Payment of Interim Relief granted to Class III and IV employees w.e.f. 1/1/1986 vide Government order No. LB-12011/5/87-R.O. (ii) dated 6/10/1987 will be discontinued with effect from 1/1/1988 following the absorption of interim relief in the new wage structure as in this Settlement.

7. Variable Dearness Allowance

7.1 Variable Dearness Allowance will be payable to the employees for variations in the All India Working Class Consumer Price Index above 607 of the 1960 series at a flat rate of Rs.1.65 per point.

7.2 Periodical adjustments will be made on 1st January, 1st April, 1st July and 1st October on the basis of the average of the Consumer Price Index for the preceding quarter, August-October, November-January, February-April, May-July, respectively. In determining the average consumer price Index Number, decimals below 0.5 will be ignored and the decimals of 0.5 and above will be rounded off to the next higher integer.

7.3 If and when Government announces its decision in respect of the revision of the scheme of Dearness Allowance for the public

sector employees where the rate of Rs.1.65 per point shift applies, the revised rate/rates will be made applicable to the port and dock workers also from the date as specified in the Government order.

8. Special Dearness Allowance:

8.1 Special Dearness Allowance will be payable to each employee who was on roll on 31st December, 1983, depending on his basic pay from time to time, in the 1984 Settlement pay scales, at the following rates with effect from 1st January, 1988:-

BASIC PAY RANGE IN THE 1984 SETTLEMENT PAY SCALES (Rs.)	AMOUNT OF SPECIAL D.A. PER MONTH (Rs.)
550-579	35.10
580-599	40.10
600-609	42.60
610-619	45.10
620-629	42.60
630-707	45.10
708-718	47.60
719-730	50.10
731-741	52.60
742-769	55.10
770-844	50.10
845-869	52.60
870-1004	47.60
1005-1020	50.10
1021-1036	52.60
1037-1052	55.10
1053-1068	57.60
1069 and above	60.10

8.2 Special Dearness Allowance will not be admissible to the employees appointed to service on or after 1st January, 1984.

9. Fitment of pay on 1st January, 1988 in the revised pay scales.

9.1 To the existing basic pay (excluding personal pay and special pay, if any) of an employee as on 31st December, 1987 will be added the existing Fixed Dearness Allowance appropriate to that basic pay, Variable Dearness Allowance for the rise in All India Working Class Consumer Price Index from 455 to 607 (1960-100), amounting to Rs.237.85, and a fitment amount of Rs.60/-. If the resultant figure is a stage in the corresponding revised scale, his pay will be fixed at that stage. But, if there is no such stage, the pay will be fixed at the stage next above. Thereafter the employee will be allowed one increment at the pay so fixed in the revised scale. The Personal Pay and Special Pay, if any, as on 1st

January, 1988 will continue to be paid separately.

9.2 The pay of an employee appointed on or after 1st January, 1988 will be fixed at the minimum of the revised scale.

10. Date of next increment:

10.1 After fitting the pay of an employee in the revised scale as per para 9.1 of this Settlement, his next increment will be due on the anniversary of the last increment drawn by him in the existing basic pay scale. In respect of the employees whose anniversary date of increment is 1st January, they will be allowed the normal increment of the revised pay scale.

10.2 Where the pay of two or more employees of the same category in the interse seniority list gets fixed at the same stage in the same revised scale and the date of increment of the senior of the two employees falls due after the date of increment of junior employee, the date of increment of the senior employee will be advanced to coincide with the date of increment of the junior employee.

11. Stagnation Increment:

Employees who reach the maximum of their revised scale at anytime during the operation of this settlement, will be allowed one stagnation increment equal to the last incremental rate in the revised scale for every two years of stagnation at the maximum of the scale provided that they are otherwise eligible for such increments under the existing orders.

12. House Rent Allowance:

12.1 Any employee who is not allotted accommodation by the Port Trust or the Dock Labour Board will be paid house rent allowance at the following rates:-

Port	1.1.1988 to 31.12.1991 Percentage of basic pay in the 1984 Settlement Pay Scales	1.1.1992 to 31.12.1992 Percentage of Basic pay in the revised pay scale minus Rs.100/-
Bombay	30	30
Madras/Calcutta	25	25
Visakhapatnam/Cochin	17-1/2	17-1/2
Kandla/New Mangalore/ Mormugao/Tuticorin	15	15
Paradip/Haldia		

12.2 House rent allowance at the rates specified in para 12.1 of this Settlement will be admissible on production of rent Receipt/ Municipal Valuation Certificate and the amount of house rent allowance admissible in each case will be worked out as per Rules/ Orders on this subject.

12.3 House Rent Allowance at the rates specified in para 12.1 of this Settlement will also be admissible without production of rent receipt or municipal valuation certificate, but the amount of house rent allowance in these cases will be subject to the following ceiling:-

1. Bombay/Calcutta/Madras/ Rs.1000/-p.m.
Visakhapatnam/Cochin
2. Kandla/Mormugao/New Rs.500/-p.m.
Mangalore/Tuticorin
3. Paradip/Haldia Rs.300/-p.m.

13. Recovery of rent of accommodation provided by Port Trust and DLB:

Merely as a consequence of increase in basic pay in the revised scale, there will not be any change in regard to eligibility of employees for allotment of quarters. Rent will be recovered on the basis of the pay in the 1980 scales as per Settlement dated 4.1.1981 from time to time plus fixed special allowance appropriate to that pay. Rent will be charged at 7 1/2 per cent of pay including fixed special allowance in 1981 settlement pay scales where pay plus fixed special allowance is less than Rs.500/- per month and at 10 per cent of pay including fixed special allowance in the 1981 settlement pay scales where pay plus fixed special allowance is Rs.500/- or more month. In respect of employees who are eligible for rent-free quarters or are allotted sub-standard quarters or were being paid house-rent allowance, the practices obtaining prior to January, 1974 will continue to apply. In the event of difference arising there from the matter will be discussed and finalised at port level.

14. City Compensatory Allowance:

No City Compensatory Allowance will be admissible for the period from 1st January 1988 to 31st December, 1988. C.C.A. will be admissible at 2% of revised basic pay minus Rs.100 for a period of three years from 1st January, 1989 to 31st December, 1991 to the employees at Bombay, Madras and Calcutta (excluding Haldia) subject to a maximum of Rs.35 p.m., to the employees of Visakhapatnam, Cochin and Mormugao at the rate of Rs.10/-

p.m. C.C.A. will be admissible at 6 per cent on revised basic pay minus Rs.100/- for the period from 1st January, 1992 to 31st December, 1992 to the employees at Bombay, Madras and Calcutta (excluding Haldia) subject to a maximum of Rs.100 and will be admissible at 3 1/2 per cent of revised basic pay minus Rs.100/- to the employees of Visakhapatnam, Cochin and Mormugao subject to a maximum of Rs.20/- p.m.

15. Transport Reimbursement:

15.1 Where the Port Trust/Dock Labour Board transport is not being provided/availed for attending the place of duty from his residence or where any payment on this account is not being made, an employee will be reimbursed expenses towards transport @ Rs.30/- p.m. from 1st January 1989 to 31st December 1991 and Rs.50/- p.m. from 1st January 1992 to 31st December 1992.

15.2 Where the Port Trust/Dock Labour Board transport is being provided/availed for attending the place of duty from his residence or where any payment on this account is being made, the concerned employees will be given an option either to continue the same facility/payment or to accept transport reimbursement specified in para 15.1. The option shall be exercised within three months from the date of issue of Government's approval on the Settlement. The option once exercised shall be final.

16. Special Pays and Special Allowance:

The existing rates of Special Pays and Special Allowances (other than those expressed as percentage of pay) will be revised by 15% and revised rates will be made effective from 1st January, 1988.

17. Washing Allowance and Special

Washing Allowance:

The existing amount of Washing Allowance of Rs.15/- p.m. and existing amount of Special Washing Allowance of Rs.30/- p.m. will be revised by 20% and the revised rates made applicable from 1.1.1988.

18. Incentive/Piece-Rate Schemes

The demand for revision of piece-rates and incentive rates under the existing payment by Results Schemes will be discussed and settled separately.

19. Protection of existing benefits:

Merely as a consequence of the implementation of this settlement, any facility, privilege, amenity, right, benefit, monetary or otherwise, or concession to which an employee or a category of employees might be entitled to by way of any award, practice, or usage, shall not be withdrawn, reduced or curtailed, except to the extent and manner as explicitly provided for in this Settlement.

20. General:

20.1 Both the management and the Federations/Union agree that scientific approach shall be evolved for achieving efficiency, economy, rationalisation and better productivity in port operations in consultation with the unions.

20.2 The Federations/Union agree that the affiliated unions will cooperate with the management in minimizing overtime to the extent possible.

20.3 The federations/Union agree that during the currency of the Settlement no other demand involving additional financial implications will be raised.

20.4 This Settlement is subject to the approval of the Government of India.

20.5 Any discrepancies/anomalies and disputed interpretations, arising out of this settlement, and matters relating to the implementation of this settlement will be discussed between the federations/Union and the Government of India in the Ministry of Surface Transport with a view to resolving them.

New Delhi 12th June 1989.

Annexure-II

The Secretary,
Ministry of Surface Transport,
Govt. of India,
Transport Bhavan,
New Delhi.
Dear Sir,

In the writ petition No.1194 of 1989 in the Bombay High Court, the Ministry had stated in its Affidavit its firm conviction that in the interest of healthy and orderly industrial relations in the port and Dock Industry, it is advisable to continue the practice of consulting only the four federations which are signatory to the Wage Revision settlements of 4.1.81 and 11.4.84 and had behaved in the manner that de-facto they constituted a

composite collective bargaining agency, representing the overwhelming majority of the workers employed in the Port Trusts and Dock labour Boards in the major Ports of the country.

We note with regret that your Ministry is departing from the established practice by convening meeting of all the five federations together and in addition one Union which is an affiliate of one of the recognised federation. We would like to register our protest against this violation of established practice, and failure to consult the four recognised federations separately. We intend to file an appeal against the order of the single judge of the Bombay High Court in writ petition No.1194 of 1989 and therefore, without prejudice to our rights and contentions in the said writ proceedings including appeal, we are participating in the meeting convened by you at 3.00p.m. on 15.5.'89 at New Delhi, after registering our protest.

Yours faithfully,

GENERAL SECRETARY
ALL INDIA PORT & DOCK WORKERS FEDERATION

GENERAL SECRETARY
PORT, DOCK & WATERFRONT
WORKERS FEDERATION OF INDIA

GENERAL SECRETARY
WATER TRANSPORT WORKERS
FEDERATION OF INDIA

Annexure-III

The Secretary
Ministry for Surface Transport
Government of India
1, Sansad Marg
New Delhi

Dear sir,

Sub: Wage negotiation, etc- meeting with the five
Federations on 15th April 1989

We hereby beg to inform you that we have been, and are participating in the negotiations on wages and other issues without prejudice to our rights and contentions regarding the

issues raised in the Writ Petitions before the Hon'ble High Court of Bombay and the right to appeal against the decisions. It is on this basis that we have signed the Memorandum of Understanding dated 21st April 1989. We are now participating in the present meeting for finalising and signing the wage settlement without prejudice to our rights and contentions regarding the issues raised in the Writ Petitions before the Hon'ble High Court of Bombay and the right to appeal against the decisions.

You may kindly acknowledge this letter and record our letter in the proceedings of this meeting.

Yours faithfully,

(SHANTIPATEL)
President

ANNEXURE-IV

REVISED SCALES OF PAY W.E.F 1-1-1988

Existing Scale (Rs.)	Revised Scale (Rs.)
1. 550-11-638-EB-11-726 (16)	1040-20-1200-25-1425 (17)
2. 565-11-619-13-685-EB-15-775 (16)	1055-20-1155-30-1305-35-1515 (16)
3. 575-11-619-13-671-EB-15-806 (17)	1065-20-1145-30-1265-35-1545 (16)
4. 585-13-637-15-712-EB-16-840 (17)	1075-30-1195-35-1580 (15)
5. 595-15-715-EB-16-875 (18)	1085-35-1645 (16)
6. 605-16-765-EB-18-927 (19)	1095-35-1375-40-1695 (16)
7. 635-16-763-EB-20-963 (18)	1130-35-1375-40-1735 (16)
8. 665-18-755-EB-20-1015 (18)	1160-40-1800 (16)
9. 670-20-830-EB-22-1116 (21)	1165-40-1485-45-1935 (18)
10. 695-22-915-EB-26-1175 (20)	1190-45-1505-50-2005 (17)
11. 710-22-864-EB-26-1202 (20)	1205-45-1430-50-2030 (17)
12. 725-26-985-EB-34-1325 (20)	1220-50-1620-60-2220 (18)
13. 795-26-951-EB-34-1359 (18)	1295-50-1595-60-2255 (17)
14. 745-26-979-34-1081-EB-40-1601 (25)	1240-50-1590-60-2070-70-2560 (22)
15(a) 800-26-878-34-1014-EB-40-1454 (18)	1300-50-1450-60-1690-70-2460 (18)
15(b) 800-26-878-34-1014-EB-40-1614 (22)	1300-50-1450-60-1690-70-2600 (20)
16(a) 850-34-1020-EB-40-1500 (17)	1350-60-1650-70-2490 (17)
16(b) 850-34-1020-EB-40-1620 (19)	1350-60-1650-70-2630 (19)

17(a) 880-34-982-EB-40-1542 (17)	1385-60-1565-70-2545 (17)
17(b) 880-34-982-EB-40-1622 (19)	1385-60-1565-70-2685 (19)
18. 900-40-1220-EB-41-1630 (18)	1405-70-1965-75-2715 (17)
19. 930-40-1210-EB-410-1661 (18)	1435-70-1855-75-2755 (18)
20. 965-44-1229-EB-50-1679 (15)	1470-80-1950-85-2800 (16)
21. 670-20-830-EB-22-984 (15)	1165-40-1485-45-1800 (15)
22. 710-20-830-EB-1028 (15)	1205-40-1485-45-1845 (15)
23. 785-22-1115 (15)	1285-40-1485-1935 (15)
24. 725-26-985-EB-34-1257 (18)	1220-50-1620-60-2160 (17)
25. 785-26-1019-EB-34-1325 (18)	1320-50-1620-60-2220 (16)
26. 670-20-830-EB-22-1028 (17)	1165-40-1485-45-1845 (16)

Annexure-V

FIXED D.A.

Revised Pay Range	F.D.A.
Rs.	Rs.
Upto 1458	140
1459-1589	150
1590-1700	200
1701-1779	260
1780-1910	380
1911-2218	440
2219-2418	460
2419-2618	480
2619-2700	500
2701 and above	520

STEEL

NATIONAL JOINT COMMITTEE FOR THE STEEL INDUSTRY MEMORANDUM OF AGREEMENT NAMES OF PARTIES

Representing Employers

1. Shri M.R.R. Nair
(Convenor)
(Alt: Shri P.N. Singh) Steel Authority of India Limited
New Delhi.
2. Dr. S.N. Pandey
(Alt: Shri B.N. Singh) Tata Iron & Steel Co.,
Jamshedpur.
3. Shri E.R.C. Sekhar
(Alt: Shri B.Kshatriya) Bhilai Steel Plant
4. Shri D. Mukherjee
(Alt: Shri S.Balakrishnan) Durgapur Steel Plant
5. Shri S.R. Ramakrishnan
(Alt: Shri Pran Nath) Bokaro Steel Plant
6. Dr. S.K. Gupta
(Alt: Shri P.K. Das) Rourkela Steel Plant
7. Shri M.F. Mehta
(Alt: Shri YG Chouksey) Indian Iron & Steel Company
8. Shri R. Jambunathan
(Alt: Shri S.C. Gupta) Steel Authority of India Ltd.
New Delhi.
9. Shri Mukul Ganguly
(Alt: Shri S.S. Panja) Alloy Steels Plant
10. Shri A.A. Raju
(Alt: Shri N. Rajani Kantha) Visvesvaraya Iron & Steel Ltd.

Representing Workers

1. Shri G. Ramanujam INTUC
2. Shri V.G. Gopal
(Alt: Shri P.S. Rao) INTUC, TISCO, Jamshedpur
3. Shri A.G. Mukherjee, M.P.
(Alt: Shri Achyut Mukherjee) INTUC
4. Shri Gopeshwar, M.P.
(Alt: Shri K.C. Prasad) INTUC, IISCO, Burnpur.
5. Shri S.L. Passey INTUC
6. Shri R.C. Arya
(Alt: N.P. Sharma) INTUC, Bhilai Steel Plant
7. Shri P.N. Tripathi
(Alt: Shri H.C.L. Srivastava) INTUC, Bokaro Steel City

8. Shri Indrajit Gupta, M.P. (Alt: Shri M.C. Soni)	AITUC
9. Shri Gaya Singh (Alt: Shri Anirudh)	AITUC
10. Shri Nimai Routh (Alt: Shri R.N. Maurya)	AITUC
11. Dr. Shanti Patel (Alt: Shri R.N. Roy)	HMS
12. Shri R.M. Verma (Alt: Shri R.N. Ganguly)	HMS
13. Shri R.K. Samantral (Alt: Shri B.C. Mohapatra)	HMS, Rourkela Steel Plant
14. Shri L.N. Sahay (Alt: Shri R.K. Yadav)	HMS
15. Shri M.K. Pandhe (Alt: Shri C.S. Tiwari)	CITU
16. Shri Mrinal Banerjee (Alt: Shri Ranjit Kumar Chakraborty)	CITU/Durgaput Steel Plant
17. Shri A. Dakshi (Alt: Shri A. Roy)	CITU/Alloy Steel Plant
18. Shri P.K. Mukherjee (Alt: Shri N.K. Mohanty)	CITU
19. Shri T.N. Singh (Alt: Shri J.N. Dubey)	CITU
20. Shri S.N. Balakrishna (Alt: Shri CK Ashmath Pasha)	VISLWA, Bhadravati

NATIONAL JOINT COMMITTEE FOR THE STEEL INDUSTRY

0. PREAMBLE

0.1 The Joint Wage Negotiating Committee (JWNC) for the Steel Industry was constituted in pursuance of the decision taken at the second session of the Industrial Committee on Iron & Steel in October, 1969. The JWNC arrived at the Memorandum of Agreement in New Delhi on 27th October, 1970, covering the wage structure and other conditions of service of categories of workers specified under clause 1 of the said Agreement.

0.2 After signing of the Agreement in October, 1970, the scope of the Committee was enlarged and it continued functioning under the name of Joint Negotiating Committee (JNC), with a view to dealing with implementation of the Agreement, as also problems

of a general nature affecting the industry as a whole. Accordingly, the committee discussed and finalised the yearly targets of production of each plant and also reviewed several other conditions prevailing in the steel industry from time to time.

0.3 On the expiry of Memorandum of Agreement dated 27th October, 1970, the Joint Negotiating Committee discussed and arrived at, on 30th July, 1975, another Memorandum of Agreement covering the wage structure and allied matters for categories of employees specified under clause 1.1 of the said Agreement. This agreement was effective from 1st September, 1974, for a period of four years.

0.4 In September, 1975, the name of the committee was further changed to National Joint Consultative Committee for the Steel Industry (NJCC) as mutually agreed to by both the parties. It was also agreed that while continuing to perform its existing functions, the committee will include within its purview such other matters as may be agreed to from time to time.

0.5 On the expiry of the Memorandum of the above mentioned Agreement, the National Joint Consultative Committee for the Steel Industry discussed and on 19th June, 1979, arrived at another comprehensive Memorandum of Agreement which covered the wage structure and allied matters for categories of employees specified under Chapter 1 of the said Agreement. This Agreement was effective from 1st September, 1978 for a period of four years.

0.6 In June, 1979, the name of the Committee was changed to National Joint Committee for the Steel Industry (NJCS) as mutually agreed to by both the parties.

0.7 On the expiry of the Memorandum of above Agreement the National Joint Committee for the Steel Industry discussed and on 25th May, 1983, arrived at another comprehensive Memorandum of Agreement which covered the wage structure and allied matters for categories of employees specified under Chapter I of the said Agreement. This Agreement was effective from 1st September, 1982.

0.8 As per clause 9.2 of the 1983 Agreement which expired on 31st August, 1986, the parties could commence negotiations for a fresh agreement six month before the date of expiry of the agreement. The Committee started discussing the approach to the next round of negotiations in October, 1986. The Charter of Demands submitted by workers' representatives for revision of pay scales and other related issues were discussed in detail. In the meantime, Government announced payment of interim relief to

workers in September, 1987. The relief was effective from 1.1.1986 and the amount ranged from Rs.100/- to Rs.420/- per month. This interim relief was paid to workers in the Steel Industry after discussions in the NJCS. The Charter of Demands submitted by workers' representatives for revision of pay scales and other related issues were discussed in detail and after protracted negotiations the NJCS has now arrived at an agreement as hereunder.

CHAPTER - I

1. SCOPE AND COVERAGE

The Agreement shall cover all categories of employees who have been covered as per the Memorandum of Agreement reached by the National Joint Committee for the Steel Industry on 25th May, 1983.

CHAPTER - II

2. WAGES

2.1 The wages of employees shall primarily consist of basic wage and dearness allowance.

2.2 Minimum Wage

The revised minimum wage for the lowest paid employee in all the Steel Plants as on 1.1.1989 will be Rs.1550 per month made up as follows at Index 810 of the All India Average Consumer Price Index for Industrial Workers (Base 1960=100)

Basic Wage/Pay	Rs.1350.00
Fixed D.A.	Rs.200.00
Total	Rs.1550.00

2.3 Wage Structure

The revised wage structure as on 1st January, 1989 for different companies are given at Annexure A-1, A-2, A-3, & A-4.

2.4 Dearness Allowance

2.4.1 Fixed Dearness Allowance

The Fixed Dearness Allowance under this Agreement from 1.1.1989 is related to Index 810 of the All-India Consumer Price Index for Industrial Workers (Base 1960=100) and are given in Annexures B-1, B-2, B-3 & B-4.

2.4.2 Adjustable Dearness Allowance

All employees covered by this Agreement will get an amount of Rs.75/- per month in this Adjustable D.A. from 1.9.1986 to 31.12.1988.

2.4.3 In addition to Basic Wage and Fixed Dearness Allowance the employee will also get Adjustable Dearness Allowance which will be zero on 1.1.1989 at CPI 810.

2.4.4 The recommendations of the Tripartite Committee set up by the Government of India in the matter of revision of the rate of Dearness Allowance in Public Sector Undertakings as accepted by the Government of India, will govern the payment of Dearness Allowance in the Steel Industry.

2.4.5 Till then, existing practice of adjusting ADA at the rate of Rs.1.65 per point shift in All India Consumer Price Index (Base 1960=100) will continue.

2.4.6 The Dearness Allowance shall be revised on and paid from 1st March, 1st June, 1st September and 1st December of every year on the basis of average of the Consumer Price Indices for the preceding quarters November-January, February-April, May-July and August-October respectively.

2.4.7 In determining the quarterly average price indices fraction, if any, will be rounded off to the next higher integer. For example, if the average price index for the quarter comes to 809.3, it will be rounded off to 810.

2.5 Interim Relief

Interim Relief paid from 1.1.1986 to 31.8.1986 would not be recovered. IR paid from 1.9.1986 to 31.12.1988 would be adjusted in the wages.

2.6 All employees covered by this Agreement and on the rolls as on 31st December 1988 in different scales of pay will be given a minimum guaranteed benefit of Rs.85/- plus an amount equal to one increment in the revised scale to be added to the total of basic plus dearness allowance as on 31.12.1988.

2.7 Fitment in the revised grades of pay

2.7.1 Employees will be fitted at a step in the corresponding revised grade nearest to their own rate of pay in the existing grade so that the minimum assured benefit received in the form of basic wage and Dearness Allowance together is not less than an amount of Rs. 85/- and an amount equal to one increment in the respective revised grades as compared to the basic wage and dearness allowance together in the pre-revised grades on 1.1.1989.

2.7.2 In case there is no such step in the revised grades after giving the fitment benefit as above, all such employees will be fitted at the next higher step.

2.7.3 A few illustrations of fitment in the revised grades for each Company are given in Annexures (C-1, C-2, C-3 & C-4).

2.7.4 Special increments, if any, granted to employees will be

paid separately.

2.8 Date of Annual Increment

2.8.1 In cases where increments are granted on anniversary dates of employees, such anniversary dates of increment in the revised grades will remain the same as in the pre-revised grades provided that:

(a) In case where two or more existing grades have been combined into one revised grade, the employees in the highest existing grade so merged, shall get their annual increments on their individual anniversary dates as before; and

(b) If the employees getting two or more rates of pay in the existing grade are fitted in the same step in the corresponding revised grade, the date of next increment of the employees on the lower rates of pay will be on the anniversary date of introduction of the revised wage structure, while the employees on the highest rate so fitted shall get their annual increment on their own anniversary date of increment.

2.8.2 The present system of granting increments on the two dates during a year wherever existing shall continue, except as provided below:

(a) Wherever employees getting two rates of pay in the existing grade are fitted in the same step in the corresponding revised grade, the date of next increment of the employee on the higher rate (in the pre-revised scale) so fitted shall remain unaltered. The date of next increment of the employee on the lower rate (in the pre-revised scale) if it falls due on 1st January 1989 will be 1st July 1989, and thereafter on completion of one year.

(b) Wherever employees getting three rates of pay in the existing grade are fitted in the same step in the corresponding revised grade, the date of next increment of the employees on the lowest rate of pay (in the pre-revised scale) shall be on the anniversary date of revision of wage structure. The date of next increment of the employees on the other two steps shall be in accordance with clause (a) above.

(c) Wherever employees getting four rates of pay in the existing grade are fitted in the same step in the corresponding revised grade, the date of next increment of the employee on the highest rate (in the pre-revised grade) so fitted shall be postponed by 6 months. The date of next increment of the employees on the other three steps shall be in accordance with clause (b) above.

2.8.3 All employees will continue to draw their respective annual increments in the pre-revised scales of pay upto 31.12.1988.

2.9 The existing system of stagnation increments will continue.

CHAPTER - III

3. PRODUCTIVITY

3.1 Both the parties recognise that Steel Industry should grow at a faster rate in order to meet the nation's economic needs. This would necessitate further intensification of efforts by both the parties to achieve financial viability of the industry, and also to generate the required resources to meet the urgent needs to modernise the steel plants. To this end, the parties commit themselves to work together to attain higher levels of production, productivity and profitability. Joint efforts would be made continuously in the following areas:-

- a) Efficient handling of raw materials and reducing wastes;
- b) Improvement in yields and reducing operating costs;
- c) Procurement of materials at economic prices;
- d) Reducing energy consumption;
- e) Improving quality in all operations;
- f) Improvement in house-keeping;
- g) Necessary improvement in working conditions, health and safety of workers;
- h) Continuously adopt better working practices;
- i) Reducing unauthorized absenteeism;
- j) Improving customers' service and delivery;
- k) Improve effective utilization of all resources including human resources; and
- l) Attain 95-100% capacity utilisation in each steel plant.

3.2 Redeployment, retraining consistent with skill, dignity and earnings of employees, would be necessary in the context of modernisation and changing requirements of the industry.

3.3 It is recognised by both the parties that discipline at all levels is essential for the smooth functioning of the steel plants. They, therefore, assure full cooperation for maintaining discipline and optimising production and productivity.

3.4 Based on the above parameters, each Plant will mutually identify areas of wasteful practices and expenditure with a view to devising specific measures for increasing operational efficiency and reducing costs.

CHAPTER - IV

4. HOUSING, HOUSE RENT & HOUSE RENT ALLOWANCE

4.1 Housing Construction Programme.

To improve housing satisfaction, the companies will further

construct not less than 10,000 houses during the period of this agreement for the employees covered by this agreement.

4.2 Housing Building Advance

4.2.1 The amount of HBA will be increased from Rs,80,000/- to Rs.1 lakh effective from the date of signing of this agreement, other terms and conditions remaining the same.

4.2.2 Rules will be framed for grant of House Building Advance in areas outside Municipal limits and also to fix a suitable ceiling for the quantum of HBA in such cases, within a period of six months.

4.3 House Rent and House Rent Allowance

4.3.1 Merely as a consequence of increase in basic pay, there shall not be any change in regard to the eligibility of workmen for allotment of quarters and house rent recovery.

4.3.2 There is need to determine fixed rent for different types of quarters at Plant/Company level, where it has not already been fixed. Meanwhile the existing money table/procedure for recovery of house rent from employees shall continue.

4.3.3 Employees covered by this Agreement, who are not allotted Company's quarter, shall be paid house rent allowance equal to 10% of basic pay as per the wage structure prevailing before this Agreement, subject to a minimum of Rs.75/- p.m. effective from 1.9.1986 and a minimum of Rs.100/- p.m. effective from 1.9.1990.

4.3.4 The house rent will be shared among the allottees who are required to share such accommodation.

4.3.5 Existing facilities, such as free housing and lower rent for certain categories of employees or types of quarters shall continue.

CHAPTER - V

5. ALLOWANCES AND PROVIDENT FUND

5.1 Transport Allowance and Reimbursement of Local Traveling Expenses.

5.1.1 Suitable provisions will continue to be made by the employers in the annual budget for making recoverable advance to employees on reasonable terms for purchase of cycles/scooters/motor-cycles/mopeds.

5.1.2 Employees who do not utilise Company's transport and do not claim local Traveling Expenses will be paid Transport Subsidy w.e.f. 1.6.88 at the rate of Rs.3/- per day of actual attendance subject to a minimum of Rs.45/- per month.

5.1.3 Night Shift Allowance at the rate of Rs.5/- per day of work

will be paid to those who work between 2200 hours and 0600 hours in lieu of the existing additional transport subsidy effective from 1.1.1989.

5.1.4 Reimbursement of local travelling expenses under the existing rules shall continue.

5.1.5 Employees claiming reimbursement of Local Traveling Expenses shall not be entitled to get Transport Subsidy as per clause 5.1.2.

5.1.6 Better benefits wherever existing shall continue.

5.2 Provident Fund

This would be increased to 10% subject to notification by the Government.

CHAPTER - VI

6. EDUCATIONAL FACILITIES AND DEVELOPMENT OF WORKERS SKILL.

6.1 Educational Facilities

6.1.1 Management shall continue to provide existing facilities of free education to the employees' children upto Matriculation or equivalent standard in the schools run by the Company. Management shall continue to provide facilities for Plus 2 classes under the 10+2 scheme in accordance with the state Government's regulations in the schools run by each Plant.

6.1.2 The existing facilities for tuition fee reimbursement will continue.

6.1.3 Facilities will be created in different plants, for providing vocational training to employees' children in useful crafts and trades. Progress made in this regard will be reviewed by this Committee from time to time.

6.1.4 In case of employees who die or suffer permanent total disablement while in service, or retire, their children availing the facilities of free education in schools run by the company will continue to avail the facilities of free education as available to the children of serving employees.

6.1.5 Suitable scholarships and other incentives shall continue to be given to children of employees with a view to enable them to pursue higher studies, including scholarship to Scheduled Caste/Scheduled Tribe and deaf, dumb, blind and handicapped children of employees.

6.2 Development of Workers' skill

6.2.1 Suitable incentives and facilities would continue to be provided by the Company at the Plant/Unit level to encourage the employees for acquiring and developing academic qualifications,

professional and technical skills relating to the jobs.

6.2.2 Training facilities (theoretical and practical) and special courses will continue to be arranged by the employers for broadening promotional and developmental facilities to ensure job satisfaction among the employees.

6.2.3 Possibility of further improvement would be discussed at the Plant level.

6.3 Progress of these items will be discussed in the NJCS from time to time.

CHAPTER - VII

7. HEALTH & SAFETY AT WORK

7.1 Both management and unions are committed to create a healthy and safe working environment for all employees in the Steel Industry and jointly promote effective functioning of bipartite forums and statutory committees.

7.2 Duties of Management

The management will provide the necessary environment for the health and safety of all the employees at their work place and agrees to:-

- a) provide and maintain a safe plant and healthy working atmosphere and to take appropriate measures to improve quality of work and work life of all employees;
- b) train and supervise employees with respect to safe working procedures and health care;
- c) provide all information to employees and the unions regarding hazards to health and safety at work;
- d) provide health assessment and surveillance of all employees on a continuing basis;
- e) provide safe systems at work;
- f) provide safe place of work;
- g) provide required safety appliances; and
- h) ensure implementation and compliance of the statutory provisions on the safety, health and environment and with ILO Health and safety recommendations.

7.3 Duties of Employees

Each employee is obliged to:-

- a) take reasonable care of the health and safety of himself and any others who may be affected by what he does;
- b) cooperate with management to perform or comply with his/her duties with respect to safety and health, observe safety rules/regulations and wear safety appliances, where prescribed;

- c) not to interfere with or misuse anything provided in the interest of health and safety; and
- d) cooperate with management in implementation of duties enumerated in clause 7.2 above.

7.4 The employees' unions will continue to:

- a) educate and cooperate with the management to educate the employees regarding their duty with respect to safety and health;
- b) participate in management's efforts on training and supervising employees to follow safe and healthy working procedures; and
- c) cooperate with management in all bipartite discussions on safety and health of employees.

CHAPTER - VIII

8. GENERAL

8.1 Abolition of Contract labour

8.1.1 Industry shall not employ labour through contractor or engage contractor's labour on jobs of permanent and perennial nature.

8.1.2 Jobs of permanent and perennial nature, which are at present being done departmentally will continue to be done by regular employees.

8.1.3 Implementation of this clause and the progress made thereon will be reviewed by the NJCS every three months.

8.2 Life Cover Scheme

The existing Life Cover Scheme will continue subject to the provisions in this regard in the proposed Pension Scheme.

8.3 Medical Facilities

8.3.1 The existing medical facilities for employees and their entitled dependents including the following shall continue:-

- a) Referral of cases to specialised institutions.
- b) System of reimbursement of cost of artificial limbs and pacemaker,
- c) Facilities in case of superannuation / death / permanent total disablement.

8.3.2 Necessary steps shall be taken to improve the facilities in the Plant hospitals for the benefit of the employees of the Company and their entitled dependents in the following areas:-

- i) specialised treatment in Neuro-surgery, Cancer, Cardiac diseases and Occupational diseases;
- ii) Improvement in the indoor treatment facilities, including the number of beds.

8.3.3 Wherever specialised treatment facilities are not available in the Company hospitals, employees and their entitled dependents, as required will continue to be referred to specialised institutions within the country for the treatment.

8.3.4 After the retirement, an employee and his/herspouse shall continue to be eligible for treatment in the Company hospitals and dispensaries in case they present themselves for such treatment. This facility will also be available to employees who cease to be in employment on account of permanent total disablement and also in the case of spouse of an employee who dies while in service.

8.3.5 Necessary steps shall be taken to improve the medical facilities in bustees around the plants, where company employees live.

8.4 Community Development and Bustee Improvement

In view of the fact that it has not been possible to provide housing facility to all the employees of the Companies and a number of such employees live in bustees and communities around the plants, every effort will be made to improve facilities such as providing roads, electricity, education, drinking water, sanitary provisions and public telephone booths wherever such communities are located in the company area, for which some funds will be set aside exclusively every year. While formulating the schemes for community development and selecting the area to be developed the matter would be discussed at the Plant level as per local bargaining practices and will be reviewed from time to time by the NJCS.

8.5 Final Settlement on Retirement/Death

The final settlement of all dues shall be made within a period not exceeding 10 days after completion of all formalities.

8.6 Essential Commodities

Efforts will continue to be made for regular supply of essential commodities to the employees of the Steel Plants. In Plants where there is no statutory rationing, the Management will take necessary steps, including taking up with the authorities concerned, so as to ensure supply of such essential commodities in a regular manner. The management will endeavour to continue existing facilities such as provision of working capital, free transport, accommodation, electricity & other subsidies to co-operative and other distribution agencies.

8.7 Adult Education

Both the Management and the unions recognise the need for removing illiteracy and promoting adult education among the

employees. A programme of adult education will be jointly formulated by the Management and the trade unions and implemented so as to give an opportunity to the employees to achieve literacy.

8.8 Environmental and Hazard Control

8.8.1 The Employers shall take effective measures for environment and hazard control in and around the Plant areas and shall take all possible measures to protect the health and property of the affected population. Studies and research will be undertaken to determine anti-pollution and environmental hazards and the National Joint Committee for the Steel Industry shall discuss and provide guidelines for the measures to be taken in this regard.

8.8.2 Occupational Health

Employers shall conduct research and establish research centre for occupational health and safety so as to identify and provide remedial measures in order to promote better physical well being of the employees and their safety at work. The measures taken in this regard will be discussed by the NJCS from time to time.

8.9 Leave and Holidays

8.9.1 In principle, standardisation of leave in steel industry is accepted and this will be further examined. Existing leave facilities will continue in the meantime.

8.9.2 Accumulation of Earned Leave and Half-pay leave will be enhanced to a maximum of 120 days and 240 days respectively. Better facilities where existing will continue.

8.9.3 In respect of TISCO and VISL where the leave facilities are different, the matter will be discussed at company level.

8.10 Workmen's Compensation Benefits

8.10.1 The employees covered by this Agreement shall continue to be entitled to the benefits admissible under the Workmen's Compensation Act, 1923 and the previous agreements as below:

i) The benefits under the Workmen's Compensation Act will not be affected adversely on account of the revision of wages by this Agreement.

ii) The Compensation during the period of disablement shall be paid on the basis of the last wage drawn immediately before the employee met with the accident.

iii) The erstwhile wages of an employee on rehabilitation will be protected irrespective of the place where he/she has been rehabilitated.

8.10.2 Workmen's compensation benefits will continue to be

extended to injury cases causing death or permanent/temporary disablement arising during journey from residence to place of work and back within one hour of the start or end of his duty hours provided that the accident takes place on the normal route of journey to the place of work.

8.10.3 If an employee is disabled due to accident arising out of and during the course of employment, he/she will get full wages and dearness allowance from the date of accident till the employee is declared fit by the Company's medical officer.

8.10.4 In case of death due to accident arising out of and in course of employment, employment to one of his/her direct dependents will be provided.

8.10.5 A Scheme would be introduced for employees who die while in service or who suffer from permanent total disablement to receive monthly payments after the death/permanent total disablement of the employee, in case the widow/employee deposits the Provident Fund amount and Gratuity dues with the Company/a separate Trust constituted for this purpose. When finalised, the Scheme would be effective from 1.1.1989

8.11 Sports & Cultural Activities

The Company will encourage sports and provide training facilities for employees and their children. Steps will be taken to further improve the facilities to provide healthy entertainment for the employees and their children.

8.12 Protection of Existing Benefits

8.12.1 Merely as a consequence of the implementation of this Agreement any facility, privilege, amenity, benefit, monetary or otherwise, or concession to which an employee might be entitled by way of practice or usage, shall not be withdrawn, reduced or curtailed except to the extent and manner as provided for in this Agreement.

8.12.2 Benefits provided under this committees' previous agreements will continue, unless otherwise specified in this agreement.

8.12.3 Similarly, the employers shall not be required to make higher payment in respect of:

- a) Travelling Allowance;
- b) Leave Travel Concession;
- c) Special Allowance for nursing staff; and
- d) Any other allowance except to the extent and manner as provided for in this Agreement, merely because the basic wage has been enhanced.

However medical and educational facilities at present available

to certain categories of employees will not be denied to them merely because of an increase in their basic wage on account of this Agreement.

8.12.4 Whenever House Rent Allowance and City Compensatory Allowance are being paid to the employees as a percentage of basic pay, the present practice will continue.

8.13 Perquisites at VISL

With regard to house rent allowance/house rent recovery, transport subsidy, night shift allowance and house building advance at VISL, the same would be discussed and settled at plant level.

CHAPTER - IX

9. IMPLEMENTATION OF THE AGREEMENT

9.1 This Agreement including the wage structure shall come into force with effect from the dates indicated in the respective clauses and shall continue to be in operation till 31.12.1991.

9.2 The parties, however, may commence negotiations for a fresh agreement six months before the date of expiry of this Agreement.

9.3 In respect of anomalies, if any, that may arise in the revised wage structure or any other terms of the agreement, the same will be taken up by this Committee, if brought to its notice within six months from the date of signing of this Agreement. If any difficulty in implementation of this Agreement is experienced, the same will also be taken up by this Committee.

9.4 Industrial peace and harmony will be maintained at all times and the steps taken and results achieved in improving production and productivity will be reviewed periodically by the National Joint Committee for the Steel Industry.

CHAPTER - X

10. ACKNOWLEDGMENT

10.1 The NJCS noted with satisfaction that in its functioning since 1970, it has come a long way in realizing the hopes and aspirations expressed in the first agreement of the Committee reached on 27th October, 1970 and the continued working of this Committee for the Steel Industry as an autonomous bipartite body at the national level, has opened a new chapter in the industrial life and in the field of labour and management relations. The conclusions of the five National Wage Agreements by this Committee have demonstrated its strength in working together in

a spirit of joint endeavor and cordiality for the interests of the Steel Industry in India.

10.2 The Committee is particularly thankful to Shri ML Fotedar, Minister for Steel & Mines and Shri Bindeshwari Dubey, Minister for Labour for their keen interest and support in the working of the committee.

10.3 The Committee particularly places on record its appreciation for the help and valuable contribution made by Shri V. Krishnamurthy, Chairman, SAIL in arriving at this settlement and for his interest in the working of the committee.

10.4 The Committee is grateful to Shri R. P. Khosla and Shri R. Venkatnarayanan, Secretary, Ministry of Steel & Mines, Dept. of Steel, for their interest towards finalisation of Agreement.

10.5 The Committee records its gratitude to the Government of India and the States where Plants/Units of Steel Industry are located, for their help and support for peaceful industrial relations.

10.6 The Committee expresses its sense of gratitude to all those who helped in discharging its functions, particularly to the staff of the Secretariat who had to work under strenuous conditions round the clock on many occasions.

10.7 The Committee has been functioning for almost two decades and has discussed multifarious issues ranging from wages and working conditions to social benefits, association of workers in Management, production targets, health and safety, working together to attain higher levels of production, productivity and profitability. The unique feature of its working has been an atmosphere of cordiality and understanding amongst its members leading to satisfactory conclusions. The Committee has been able to influence key elements of the National Wage Policy. This successful experiment of bipartite negotiations at the national level which has been emulated and followed by others, will continue to play a significant role and will further open up new horizons of industrial relations leading to peace and harmony in industrial life, healthy growth and optimum utilisation of all resources of the steel industry in India.



ANNEXURE-A-1
STEEL AUTHORITY OF INDIA LIMITED
REVISED WAGE STRUCTURE
(with effect from 1st January, 1989)

(Rs./month)

Existing		Revised	
Code No.	Scale of Pay	Code NO.	Scale of Pay
A: WORKS GRADES			
N-1	550-11-704	L-1	1350-20-1630
N-2	565-13-656-15-761	L-2	1380-23-1541-27-1730
N-3	585-16-697-18-823	L-3	1415-28-1611-32-1835
N-4	610-20-750-22-904	L-4	1455-34-1693-40-1973
N-5	645-26-827-28-1023	L-5	1500-43-1801-50-2151
N-6	690-32-914-34-1152	L-6	1500-53-1921-60-2341
N-7	750-38-1016-41-1303	L-7	1610-63-2051-70-2541
N-8	810-44-1118-48-1454	L-8	1690-73-2201-80-2761
N-9	910-51-1267-55-1597	L-9	1790-83-2371-90-3001
B: MINISTERIAL GRADES			
A-1	595-26-777-32-1065	ML-1	1425-43-1726-53-2203
A-2	700-34-972-41-1300	ML-2	1560-60-2040-70-2600
A-3	810-44-1118-48-1454	ML-3	1690-73-2201-80-2761
A-4	850-51-1207-55-1537	ML-4	1790-83-2371-90-3001

ANNEXURE-A-2

Statement-1

TATA IRON & STEEL COMPANY LIMITED,
JAMSHEDPUR
REVISED WAGE STRUCTURE
(with effect from 1st January, 1989)

(Rs./month)

Existing		Revised	
Code No.	Scale of Pay	Code No.	Scale of Pay
W-1	550-11-704	G-1	1350-20-1630
W-2	575-14-743	G-2	1390-24-1702
W-3	595-16-691-18-799	G-3	1425-28-1789
W-4	605-18-713-20-833	G-4	1445-32-1861
W-5	615-20-735-22-867	G-5	1465-36-1933
W-6	635-24-779-26-935	G-6	1490-40-2010
W-7	655-26-811-28-979	G-7	1515-45-2100
W-8	700-28-868-30-1048	G-8	1560-50-2210
W-9	720-30-900-32-1092	G-9	1590-55-2305

W-10	745-32-937-34-1141	G-10	1625-60-2405
W-11	770-36-986-38-1214	G-11	1670-65-2515
W-12	800-38-1028-40-1268	G-12	1700-70-2610
W-13	835-42-1087-44-1351	G-13	1745-75-2720
W-14	870-44-1134-46-1410	G-14	1795-80-2835
W-15	930-46-1206-48-1494	G-15	1835-85-2094
W-16	995-51-1301-55-1631	G-16	1900-90-3070

ANNEXURE-A-2

Statement-2

TATA IRON & STEEL COMPANY LIMITED,
JAMSHEDPU

REVISED WAGE STRUCTURE
(with effect from 1st January, 1989)

(Rs./month)

Existing CodeScale of Pay No.		Code No.	Revised Scale of Pay
E-1	550-11-704	B-1	1350-20-1630
E-2	575-14-743	B-2	1390-24-1702
E-3	595-16-691-18-799	B-3	1425-28-1789
E-4	605-20-725-22-857	B-4	1445-36-1913
E-5	620-22-752-24-896	B-5	1470-40-1990
E-6	630-30-750-38-1054	B-6	1510-65-2355
E-7	650-30-830-32-102		
E-8	690-30-780-38-1160	B-7	1565-65-2410
E-9	705-30-885-38-1113		
E-10	720-38-948-45-1218	B-8	1590-75-2565
E-11	740-45-1010-50-1310	B-9	1615-80-2655
E-12	760-38-988-45-1258	B-10	1660-80-2700
E-13	785-45-1055-50-1355	B-11	1680-85-2785
E-14	800-45-980-50-1630	B-12	1700-85-2805

ANNEXURE-A-2

Statement-3

TATA IRON & STEEL COMPANY LIMITED,
JAMSHEDPUR

REVISED WAGE STRUCTURE
(with effect from 1st January, 1989)

(Rs./month)

Existing		Revised	
Code No.	Scale of Pay	Code No.	Scale of Pay
S-1	600-30-840-38-916- EB-955-45-1045-50- 1395	T-1	1440-65-2090-75-2465- 85-2890

ANNEXURE-A-3

INDIAN IRON & STEEL COMPANY LIMITED,
BURNPUR AND KULTI

REVISED WAGE STRUCTURE
(with effect from 1st January, 1989)

(Rs./month)

Existing		Revised	
Code No.	Scale of Pay	Code No.	Scale of Pay
O-1	550-11-704	P-1	1350-20-1630
O-2	560-13-599-14-725	P-2	1370-23-1508-28-1704
O-3	570-15-660-16-756		
O-4	580-17-733-18-787	P-3	1390-28-1564-32-1788
O-5	590-19-818	P-4	1410-33-1608-36-1860
O-6	600-20-720-21-846		
O-7	610-22-874	P-5	1435-37-1657-40-1937
O-8	620-23-689-24-905	P-6	1460-41-1706-44-2014
O-9	631-25-781-26-937	P-7	1485-45-1755-48-2091
O-10	642-27-966	P-8	1510-49-1804-52-2168
O-11	655-28-739-29-1000		
O-12	668-30-818-31-1035	P-9	1535-53-1853-56-2245
O-13	683-32-907-33-1072	P-10	1560-57-1902-60-2322
O-14	700-34-1108		
O-15	725-35-900-36-1152	P-11	1590-61-1956-64-2404
O-16	755-38-1211	P-12	1630-65-2020-68-2496

ANNEXURE-A-3 Contd.

Existing		Revised	
Code No.	Scale of Pay	Code No.	Scale of Pay
M-1	612-24-948	N-1	1455-44-1763-48-2099
M-2	657-28-825-30-1065	N-2	1510-51-1867-57-2266
M-3	700-33-898-34-1170	N-3	1570-58-1976-64-2424
M-4	750-36-1038-37-1260	N-4	1630-65-2085-70-2575
M-5	816-38-1044-42-1380	N-5	1695-72-2199-77-2738
M-6	900-44-1252-48-1540	N-6	1780-78-2326-82-2900
M-7	910-51-1267-55-1597	N-7	1790-83-2371-90-3001

MINISTERIAL GRADES

A-1	613-26-873-32-1065	B-1	1425-43-1726-53-2203
A-2	700-34-938-36-1190	B-2	1560-60-1980-65-2500
A-3	800-38-1066-42-1360	B-3	1680-72-2184-77-2723
A-4	870-44-1178-48- 1370-55-1535	B-4	1790-83-2371-90-3001

ANNEXURE-A-4

**VISVESVARAYA IRON & STEEL LIMITED
REVISED WAGE STRUCTURE
(with effect from 1st January, 1989)**

(Rs./month)

Grade	Existing Scale of Pay	Grade	Revised Scale of Pay
VI	550-11-704	L-1	1350-20-1630
V	565-13-656-15-761	L-2	1380-23-1541-27-1730
IV	585-16-697-18-805	L-3	1415-28-1611-32-1835
III	610-20-750-22-882	L-4	1455-34-1693-40-1973
II	645-26-827-28-967	L-5	1500-43-1801-50-2151
I	690-32-914-34-1084	L-6	1550-53-1921-60-2341
M-10	550-11-704	L-1	1350-20-1630
M-9	565-13-656-15-761	L-2	1380-23-1541-27-1730
M-8	585-16-697-18-805	L-3	1415-28-1611-32-1835
M-6	610-20-750-22-882	L-4	1455-34-1693-40-1973
M-4	690-30-750-38- 1016-41-1180	L-7	1610-63-2051-70-2541
M-3	810-44-1118-48-1358	L-8	1690-73-2201-80-2761
M-2	810-44-1118-48-1358	A-3	1690-73-2201-80-2761
M-7	595-26-777-32-1001	A-1	1425-43-1726-53-2203
M-5	640-30-700-34-972- 41-1177	A-2	1560-60-2040-70-2600

ANNEXURE-B-1

**STEEL AUTHORITY OF INDIA LIMITED
FIXED DEARNESS ALLOWANCE SLABS
(with effect from 1st January, 1989)**

Pay Range (Rs.)	Amount (Rs.)
Upto 1450	200
1451-1569	210
1570-1664	220
1665-1795	240
1796-1898	300
1899-1986	360
1987-2100	420
2101 & above	485

ANNEXURE-B-2
TATA IRON & STEEL COMPANY LIMITED,
JAMSHEDPUR
DEARNESS ALLOWANCE CHART

Existing Basic Wage as on 31.12.88		Existing rates of D.A. as on 31.12.1988		Total D.A. Rs.p.m.	Revised Basic Wage from 1.1.1989	Revised Rates of D.A. from 1.1.1989	
Over Rs.p.m.	Upto Rs.p.m.	Fixed DA Rs.p.m.	Adj. D.A. Rs.p.m.		Over Rs.p.m.	Upto Rs.p.m.	
	560	212.40	572.80	785.20		1350	200
560	580	223.40	572.80	796.20	1350	1370	210
580	605	230.40	572.80	803.20	1370	1400	226
605	626	235.40	572.80	808.20	1400	1490	229
626	675	238.40	572.80	811.20	1490	1510	231
675	704	245.40	572.80	818.20	1510	1541	236
704	755	256.80	572.80	829.20	1541	1565	242
755	780	262.40	572.80	835.20	1565	1605	255
780	804	270.40	572.80	843.20	1605	1730	259
804	835	282.40	572.80	855.20	1730	1750	266
835	900	288.40	572.80	861.20	1750	1760	270
900	936	294.40	572.80	867.20	1760	1825	280
936	989	303.40	572.80	876.20	1825	1870	286
989	1075	316.40	572.80	889.20	1870	1910	306
1075		336.40	572.80	909.20	1910	2000	362
					2000	2050	368
					2050	2220	408
					2220	2465	474
					2465	2900	478
					2900	3000	485
					3000		510

ANNEXURE-B-3
INDIAN IRON & STEEL COMPANY LIMITED,
(BURNPUR & KULTI)

FIXED DEARNESS ALLOWANCE SLABS
(with effect from 1st January, 1989)

Pay Range (Rs.)	Amount (Rs.)
Upto 1450	200
1451-1569	210
1570-1664	220
1665-1795	240

1796-1898	300
1899-1986	360
1987-2100	420
, 2101 & above	485

ANNEXURE-B-4
VISVESVARAYA IRON & STEEL LIMITED,
FIXED DEARNESS ALLOWANCE SLABS
 (with effect from 1st January, 1989)

Pay Range (Rs.)	Amount (Rs.)
Upto 1450	200
1451-1569	210
1570-1664	220
1665-1795	240
1796-1898	300
1899-1986	360
1987-2100	420
2101 & above	485

FITMENT ILLUSTRATIONS ANNEXURE-C-1
STEEL AUTHORITY OF INDIA LIMITED
 (vide clause 2.7.3)

EXISTING GRADE (Rs. per month)				REVISED GRADE (Rs. per month)		
Basic Pay	Dearness Allowance	Interim Relief	Total	Basic Pay	Dearness Allowance	Total
1	2	3	4	5	6	7
	550-11-704(N-1)			1350-20-1630(L-1)		
550	860.20	100	1510.20	1430	200	1630
583	860.20	100	1543.20	1450	200	1650
	565-13-656-15-761(N-2)			1380-23-1541-27-1730(L-2)		
565	860.20	100	1525.20	1449	200	1649
617	860.20	100	1577.20	1495	210	1705
	585-16-697-18-823(N-3)			1415-23-1611-32-1835(L-3)		
585	860.20	100	1545.20	1471	210	1681
665	865.20	100	1630.20	1555	210	1765
	610-20-750-22-904(N-4)			1455-34-1693-40-1973(L-4)		
610	860.20	100	1570.20	1489	210	1699
794	870.20	120	1784.20	1693	240	1933
	645-26-827-28-1023(N-5)			1500-43-1801-50-2151(L-5)		
645	865.20	100	1610.20	1543	210	1753
995	875.20	120	1990.20	1851	300	2151

ANNEXURE-C-1 Contd.

1	2	3	4	5	6	7
690-32-914-34-1152(N-6)					1550-53-1921-60-2341(L-6)	
690	865.20	100	1655.20	1603	220	1823
850	870.20	120	1840.20	1762	240	2002
750-38-1016-41-1303(N-7)					1610-63-2051-70-2541(L-7)	
750	865.20	120	1735.20	1673	240	1913
1180	875.20	240	2295.20	2015	420	2471
810-44-1118-48-1454(N-8/A-3)					1690-73-2201-80-2761(L-8)	
810	870.20	120	1800.20	1763	240	2003
1454	875.20	420	2749.20	2441	485	2926
910-51-1267-55-1597(N-9)					1790-83-2371-90-3001(L-9)	
1012	875.20	180	2067.20	1956	360	2316
1762	875.20	420	3057.20	2821	485	3306
595-26-777-32-1065(A-1)					1425-43-1726-53-2203(ML-1)	
595	860.20	100	1555.20	1511	210	1721
841	870.20	120	1831.20	1726	240	1966
700-34-972-41-1300(A-2)					1560-60-2040-70-2600(ML-2)	
700	865.20	100	1665.20	1620	220	1840
1136	875.20	240	2251.20	2040	420	2460
850-51-1207-55-1537(A-4)					1790-83-2371-90-3001(ML-4)	
850	870.20	120	1840.20	1790	240	2030
1317	875.20	420	2612.20	2371	485	2856

**FITMENT ILLUSTRATIONS ANNEXURE-C-2
TATA IRON & STEEL COMPANY LIMITED
JAMSHEDPUR
(Vide clause 2.7.3)**

EXISTING GRADE(Rs.per month)				REVISED GRADE(Rs.permonth)		
Basic Pay	Dearness Allowance	Interim Relief	Total	Basic Pay	Dearness Allowance	Total
1	2	3	4	5	6	7
550-11-704(W-1)					1350-20-1610(G-1)	
550	860.20	100	1510.20	1390	226	1616
583	878.20	100	1561.20	1450	229	1679
635-24-779-26-935(W-6)					1490-40-2010(G-6)	
635	886.20	100	1621.20	1530	236	1766
731	904.20	120	1755.20	1650	259	1909
745-32-937-34-1141(W-10)					1625-60-2405(G-10)	
745	904.20	120	1769.20	1685	259	1944
937	951.20	120	2008.20	1925	362	2287
930-46-1206-48-1494(W-15)					1835-85-2940(G-15)	
930	942.20	120	1992.20	1920	362	2282
1254	984.20	360	2598.20	2345	474	2819

ANNEXURE C-2- Contd.

1	2	3	4	5	6	7
	575-14-743(E-2)				1390-24-1702(P-2)	
575	871.20	100	1546.20	1438	229	1667
673	886.20	100	1659.20	1534	236	1770
	600-30-840-38-916-EB-955-45-1045-50-1395(S-1)				1440-65-2090-75-2465-85-2890(T-1)	
600	878.20	100	1578.20	1505	231	1736
1000	964.20	120	2084.20	1960	362	2322

**FITMENT ILLUSTRATIONS ANNEXURE-C-3
INDIAN IRON & STEEL COMPANY LIMITED,
BURNPUR AND KULTI**

(Vide clause 2.7.3)

EXISTING GRADE (Rs. per month)				REVISED GRADE (Rs. per month)		
1	2	3	4	5	6	7
Basic Pay	Dearness Allowance	Interim Relief	Total	Basic Pay	Dearness Allowance	Total
	550-11-704(O-1)				1350-20-1630(P-1)	
550	860.20	100	1510.20	1430	200	1630
616	866.20	100	1582.20	1490	210	1700
	570-15-660-16-756(O-3)				1370-23-1508-28-1704(P-2)	
570	860.20	100	1530.20	1439	200	1639
630	871.20	100	1601.20	1508	210	1718
	590-19-818(O-5)				1410-33-1608-36-1860(P-4)	
590	866.20	100	1556.20	1476	210	1686
704	876.20	120	1700.20	1608	220	1828
	610-22-874(O-7)				1435-37-1657-40-1937(P-5)	
610	866.20	100	1576.20	1509	210	1719
720	876.20	120	1716.20	1620	220	1840
	631-25-781-26-937(O-9)				1485-45-1755-48-2091(P-7)	
631	871.20	100	1602.20	1530	210	1740
756	876.20	120	1752.20	1665	240	1905
	655-28-739-29-1000(O-11)				1510-49-1804-52-2168(P-8)	
655	871.20	100	1626.20	1559	210	1749
797	881.20	120	1798.20	1706	240	1946
	683-32-907-33-1072(O-13)				1560-57-1902-60-2322(P-10)	
683	871.20	100	1654.20	1617	220	1837
973	881.20	120	1974.20	1845	300	2145
	725-35-900-36-1152(O-15)				1590-61-1956-64-2404(P-11)	
725	876.20	120	1721.20	1651	220	1871
1080	881.20	180	2141.20	1956	360	2316
	755-38-1211(O-16)				1630-65-2020-68-2496(P-12)	
755	876.20	120	1751.20	1695	240	1935
1059	881.20	180	2120.20	1955	360	2315

612-24-948(M-1)			1455-44-1763-48-2099(N-1)			
612	866.20	100	1578.20	1499	210	1709
684	871.20	100	1655.20	1587	220	1807
700-33-898-34-1170(M-3)			1570-58-1976-64-2424(N-3)			
700	876.20	100	1676.20	1628	220	1848
932	881.20	120	1933.20	1802	300	2102
816-38-1044-42-1380(M-5)			1695-72-2199-77-2738(N-5)			
816	881.20	120	1817.20	1767	240	2007
1044	881.20	180	2105.20	1911	360	2271
910-51-1267-55-1597(M-7)			1790-83-2371-90-3001(N-7)			
1012	881.20	180	2073.20	1956	360	2316
1762	881.20	420	3063.20	2821	485	3306
Ministerial Grades						
613-26-873-32-1065(A-1)			1425-43-1726-53-2203(B-1)			
613	866.20	100	1579.20	1511	210	1721
795	881.20	120	1796.20	1726	240	1966
800-38-1066-42-1360(A-3)			1680-72-2184-77-2723(B-3)			
800	881.20	120	1801.20	1752	240	1992
1276	881.20	360	2517.20	2261	485	2746
870-44-1178-48-1370-55-1535(A-4)			1790-83-2371-90-3001(B-4)			
958	881.20	120	1959.20	1873	300	2173
1370	881.20	420	2671.20	2371	485	2856

FITMENT ILLUSTRATIONS ANNEXURE-C-4
VISVESVARAYA IRON & STEEL LIMITED

(Vide Clause 2.7.3)

EXISTING GRADE (Rs. per month)				REVISED GRADE (Rs. per month)		
Basic Pay	Dearness Allowance	Interim Relief	Total	Basic Pay	Dearness Allowance	Total
1	2	3	4	5	6	7
550-11-704(VI)				1350-20-1630(L-1)		
550	860.20	100	1510.20	1430	200	1630
583	860.20	100	1543.20	1450	200	1650
565-13-656-15-761(V)				1380-23-1541-27-1730(L-2)		
565	860.20	100	1525.20	1449	200	1649
617	860.20	100	1577.20	1495	210	1705
585-16-697-18-823(IV)				1415-28-1611-32-1835(L-3)		
585	860.20	100	1545.20	1471	210	1681
665	865.20	100	1630.20	1555	210	1765
610-20-750-22-882(III)				1455-34-1693-40-1973(L-4)		
610	860.20	100	1570.20	1489	210	1699
794	870.20	120	1784.20	1693	240	1933

ANNEXURE-C-4

645-26-827-28-967 (II)			1500-43-1801-50-2151(L-5)			
645	865.20	100	1610.20	1543	210	1753

995	875.20	120	1990.20	1851	300	2151
	690-32-914-34-1084 (I)			1550-53-1921-60-2341(L-6)		
690	865.20	100	1655.20	1603	220	1823
850	870.20	120	1840.20	1762	240	2002
	690-30-750-38-1016-41-1180 (M4)			1610-63-2051-70-2541(L-7)		
750	865.20	120	1655.20	1603	240	1913
1180	875.20	240	2295.20	2051	420	2471
	810-44-1118-48-1358(M3/M2)			1690-73-2201-80-2761(L-8)		
810	870.20	120	1800.20	1763	240	2003
1454	875.20	420	2749.20	2441	485	2926
	595-26-777-32-1001(M-7)			1425-43-1726-53-2203(ML-1)		
595	860.20	100	1555.20	1511	210	1721
841	870.20	120	1831.20	1726	240	1966
	640-30-700-34-972-41-1177(M-5)			1560-60-2040-70-2600(ML-2)		
700	865.20	100	1665.20	1620	220	1840
1136	875.20	240	2251.20	2040	420	2460



JOINT BIPARTITE COMMITTEE FOR
THE COAL INDUSTRY
NATIONAL COAL WAGE AGREEMENT-IV
MEMORANDUM OF AGREEMENT

DATED THE 27TH JULY 1989

NAMES OF PARTIES

Representing Management

1. Shri M.P. Narayanan
Chairman, Coal India Limited
2. Shri M. Jha
Chairman-cum-Managing Director
Northern Coalfields Limited
3. Shri J.N. Uppal
Chairman-cum-Managing Director
Eastern Coalfields Limited

Alternate

- Shri J. Sharan
Director (Personnel)
Eastern Coalfields Limited
4. Shri P.R. Sinha
Chairman-cum-Managing Director
Bharat Coking Coal Limited

Alternate

- Shri I.B. Pandey
Director (Personnel)
Bharat Coking Coal Limited
5. Shri S.K. Chowdhury
Chairman-cum-Managing Director
Central Coalfields Limited
6. Shri S.P. Puri
Chairman-cum-Managing Director
Western Coalfields Limited

Alternate

Shri G.R. Bhandari

Director (Personnel)
Western Coalfields Limited

7. Shri S.P. Mathur
Chairman-cum-Managing Director
Central Mine Planning & Design Institute Limited

Alternate

Shri R.N. Mishra
Director (Operation)
Central Mine Planning & Design Institute Limited

8. Shri G.C. Mrig
Director-in-charge as
Chairman-cum-Managing Director
South Eastern Coalfields Limited

9. Shri A.V. Brahma
Director (Personnel & IR)
Coal India Limited

10. Shri B. Swaminathan
Director (Finance)
Coal India Limited

11. Shri U.K. Choubey
Director (Personnel)
Central Coalfields Limited

12. Shri R.A.P. Singh
Director (Personnel)
Northern Coalfields Limited

13. Shri C.V.S.K. Sharma
Director (Personnel, Admn. & Welfare)
Singareni Collieries Co. Limited

Alternate

Shri P.T. Thomas
General Manager (Personnel)
Singareni Collieries Co. Limited

14. Dr. S.N. Pandey
Executive Director (I.R.)
Tata Iron & Steel Co. Limited

Alternate

Shri R.I. Luther
Director (Personnel)
Tata Iron & Steel Co. Limited

15. Shri Y.G. Chowksey
General Manager (P&A)
Indian Iron & Steel Co. Limited

Alternate

Shri P.R. Bhattacharjee
Chief Personnel Manager
Indian Iron & Steel Co. Limited

Representing Workers

1. Shri Kanti Mehta
President
Indian National Mine Workers Federation (INTUC)

Alternate

- Shri P.K. Pradhan
General Secretary
INTUC, Orissa Branch
2. Shri S. Das Gupta
General Secretary
Indian National Mine Workers Federation (INTUC)

Alternate

- Shri G.D. Pandey
Member, Working Committee, INMWF (INTUC)
3. Shri Damodar Pandey, MP
Jt. General Secretary
Indian National Mine Workers Federation (INTUC)

Alternate

- Shri Karam Chand
Member, Working Committee, INMWF (INTUC)
4. Shri N.K. Bhatt
President
RKKMS, Bilaspur (INTUC)

Alternate

Shri G.M. Khode
President
RKKMS, Nagpur (INTUC)

5. Shri Sukumar Banerjee
Working President
Colliery Mazdoor Union, Asansol (INTUC)

Alternate

Shri Akshoy Mukherjee
General Secretary
R.C.M.S., Calcutta (INTUC)

6. Shri G. Sanjeev Reddy
Vice President, INTUC

Alternate

Shri B. Kongar
Working President
Assam Colliery Mazdoor Congress (INTUC)

7. Shri Shafique Khan
Joint General Secretary
Indian Mine Workers' Federation (AITUC)

Alternate

Shri Krishna Modi
Vice President
Indian Mine Workers Federation (AITUC)

8. Shri Sunil Sen
General Secretary
Indian Mine Workers' Federation (AITUC)

Alternate

Shri Rajan Mathews
General Secretary
Colliery Mazdoor Sabha & Singrauli
Koyla Mazdoor Sangh (AITUC)

9. Shri M. Komariah

General Secretary
Singareni Collieries Workers Union (AITUC)

Alternate

Shri Mohan Jha
Secretary
Sanyukta Khadan Mazdoor Sangh (AITUC)

10. **Dr. M.K. Pandhe**
President
All India Coal Workers Federation (CITU)

Alternate

Shri S. Kumar
General Secretary
Koyla Shramik Sangh (CITU)

11. **Shri Bamapada Mukherjee**
Vice President
Colliery Mazdoor Sabha of India, Asansol (CITU)

Alternate

Shri K. George
General Secretary
Singareni Collieries Employees Union (CITU)

12. **Shri S.K. Bakshi**
General Secretary
Bihar Colliery Kamagar Union, Jharia (CITU)

Alternate

Shri J.K. Bose
General Secretary
NCOEA (CITU)

13. **Shri Jayanta Podder**
Vice President
Hind Mazdoor Sabha

Alternate

Shri J. Durgiah

Vice President
Hind Khadan Mazdoor Federation (HMS)

14. Shri Hit Narayan Singh

General Secretary
Koyla Ispat Mazdoor Panchayat (HMS)

Alternate

Shri Nathu Lal Pandey
General Secretary
Madhya Pradesh Koyla Mazdoor Sabha (HMS)

15. Shri T.C. Jumde

General Secretary
Akhil Bhartiya Khadan Sangh (BMS)

Alternate

Shri B.S. Azad
President
Akhil Bhartiya Khadan Mazdoor Sangh (BMS)

NATIONAL COAL WAGE AGREEMENT - IV

PREAMBLE

0.1 The wage structure and other conditions of service including fringe benefits of the employees in the Coal Industry are at present covered under the recommendations of the Central Wage Board for the Coal Mining Industry as accepted by the Government of India and made applicable with effect from 15th August, 1967, the National Coal Wage Agreement-I,II,III, dated 11th December, 1974, 11th August, 1979 and 11th November, 1983 respectively. The provisions of NCWA-I were in operation with effect from 1st January, 1975 to 31st December, 1978 and those of NCWA-II from 1st January, 1979 to 31st December, 1982 and those of NCWA-III from 1st January, 1983 to 31st December, 1986.

0.2 As the operation of the National Coal Wage Agreement-III was upto 31st December, 1986, the Government of India through its communication dated 29th October, 1986 re-constituted the

J.B.C.C.I. with the following representation :

Name of the Organisation	No. of Members
Representing Management	
(a) Coal India Ltd. and its Subsidiaries	12
(b) Tata Iron & Steel Co. Ltd.	1
(c) Indian Iron & Steel Co. Ltd.	1
(d) The Singareni Collieries Co. Ltd.	1
Representing Workers	
(a) Indian National Trade Union Congress	6
(b) All India Trade Union Congress	3
(c) Centre of Indian Trade Unions	3
(d) Hind Mazdoor Sabha	2
(e) Bhartiya Mazdoor Sangh	1

0.3 The charter of demands submitted by different unions were integrated. While the matter was under discussion, the Government of India was pleased to announce grant of interim relief vide Govt. of India Notification No. 2(30)/87-BPE(WC), dated 8th September, 1987 (Annexure-I). Accordingly, interim relief was paid to the employees in the Coal Mining Industry.

After prolonged negotiations, the parties arrived at an Agreement, the terms of which are set out in the following chapters.

CHAPTER-I

1.0 SCOPE AND COVERAGE

1.1 This Agreement shall be called the National Coal Wage Agreement-IV.

1.2 This Agreement shall cover all categories of employees in the Coal Industry who have been covered by the National Coal Wage Agreement-I, II and III and also employees of those establishments which are functioning and may be functioning under the coal companies.

1.3 The scope of the Agreement covers the wage structure, dearness allowance, fitment in the revised scale of pay, fringe benefits, such service conditions and other allied matters as contained in the different Chapters of this Agreement.

CHAPTER - II

WAGES, WAGE STRUCTURE AND DEARNESS ALLOWANCE

2.0 COMPONENTS OF WAGE

2.1 The wage structure of employees in the Coal Mining Industry shall consist of:

- (a) Basic Wage;
- (b) Attendance Bonus at 10% of the Basic Wage;
- (c) Special Dearness Allowance (SDA) at the rate of 17.95% of attendance Bonus or 1.795% of the basic wage representing computed fringe benefits on attendance bonus such as contribution to provident fund, payment in lieu of profit sharing bonus, gratuity etc.;
- (d) Fixed Dearness Allowance of Rs. 186.31 per month or Rs. 7.17 per day; and
- (e) Variable Dearness Allowance linked to the All India Consumer Price Index Number for Industrial Workers (Base 1960 = 100) (hereafter called Index Number) adjustable quarterly depending on variation in consumer price index number above 672.

2.2.0 Minimum Wage

2.2.1 The revised minimum wage for the lowest paid employee on surface in the Coal Mining Industry covered by this Agreement shall be Rs. 1304.50 per month or Rs.50.18 per day at the All India Average Consumer Price Index Number for Industrial Workers (Base 1960 = 100) at 672. This amount includes interim relief and minimum guaranteed benefit of Rs.85 added to the pre-revised minimum wage on 31st December, 1986 at CPI 672.

2.2.2 The break up of the minimum wage of Rs. 1304.50 as on 1st January, 1987 linked to Index No. 672 will be as indicated below:

	Per Day (Rs)		Per Month (Rs)	
	Pre-revised	Revised	Pre-revised	Revised
(a) Basic Wage/Pay	21.160	38.47	550.16	1000.22
(b) Attendance bonus @ 10% of basic wage	2.116	3.85	55.01	100.02
(c) Special DA	0.380	0.69	9.87	17.95
(d) Fixed DA	5.667	7.17	147.36	186.31

(e) Variable DA	13.273		345.10	
(f) Spl. Incentive	0.461		12.00	
Total	43.057	50.18	1119.50	1304.50
Minimum Guaranteed Benefit:	43.06			
Interim Relief	3.85		100.00	
Addl. Benefit	3.27		85.00	
Total	50.18		1304.50	

Note: Conversion from monthly to daily and rounded off to two decimal places.

2.2.3 The Fixed Dearness Allowance under this Agreement is related to Index No. 672 of the All India Consumer Price Index Number for Industrial Workers (Base 1960 = 100). The Variable Dearness Allowance will vary according to the shift of the Consumer Price Index Number over 672.

2.30 Basic Wage Structure

2.3.1 The revised basic wage structure for different categories, skills and grades, covering daily rated including excavation, washeries and monthly rated employees as worked out on the basis of this Agreement are detailed at Annexure-II A.

2.3.2 The revised basic wage structure for different categories, skills and grades covering both daily rated and monthly rated workers for Assam Coalfields including Excavation are incorporated at Annexure-II B.

2.3.3 Wage of Piece-Rated Workers

The rates of basic wages of different groups of Piece-rated Workers together with the rates of fall back wages etc. are incorporated in Chapter - III

2.4.0 Attendance Bonus

2.4.1 The Attendance Bonus will continue to be paid quarterly at the rate of 10% of basic wage.

2.4.2 As computed fringe benefits on Attendance Bonus are being paid along with regular wages, the quarterly bonus does not attract any other fringe benefits.

2.5.0 Special Dearness Allowance

In view of the Agreement already reached under National Coal Wage Agreement-II & III that the Attendance Bonus shall attract fringe benefits such as Provident Fund, payment in lieu of profit sharing bonus and gratuity etc. the computed fringe benefits

which have been worked out at the rate of 17.95% of Attendance Bonus or 1.795% of the basic wage of the employee, will continue to be paid and the same will be called Special Dearness Allowance. This amount at the lowest minimum basic wage of Rs. 1000/- as computed would be Rs. 17.95. The computed fringe benefits on Attendance Bonus called Special Dearness Allowance will also attract all fringe benefits applicable to dearness allowance.

2.6.0 Fixed Dearness Allowance

There will be a Fixed Dearness Allowance of Rs. 186.31 per month or Rs. 7.17 per day which is linked to Index No. 672.

2.7.0 Variable Dearness Allowance

2.7.1 In addition to the SDA and FDA, there will be Variable Dearness Allowance linked to the shift of Index over 672 adjustable quarterly depending on the rise or fall of index.

2.7.2 The amount of Variable Dearness Allowance as on 1.1.1987 at Index No. 672 will be nil.

2.7.3 The Variable Dearness Allowance will be revised quarterly and paid on and from 1st March, 1st June, 1st September and 1st December of every year on the basis of the average of the All India Consumer Price Index Number for the quarter ending December (Oct-Dec), March (Jan-Mar), June (Apr-Jun) and September (July-Sep) respectively.

2.7.4 In arriving at the average index for the quarter, any fraction in the above average will be rounded off to the nearest higher integer (e.g.) if the average index number of a quarter is 725.3, it will be rounded off to the next higher integer namely 726.

2.7.5 The workers' representatives demanded full neutralisation of the rise in cost of living. The Managements' representatives did not agree to increase the rate beyond Rs. 1.65 per month per point as at present, as it has become a part of national policy and the Coal Industry could not be an exception. The workers' representatives did not agree to this and insisted that they would continue to press for full neutralisation. The Government of India has set up a Tripartite Committee for revising the formula of D.A. The recommendations of the Tripartite Committee as accepted by the Government of India will govern the D.A. payments in Coal Industry. Till then, the existing practice of adjusting VDA at the rate of Rs. 1.65 per point per month shift

in All India Consumer Price Index Number (Base 1960 = 100) will continue.

2.8 Minimum Guaranteed Benefit

All employees covered by this Agreement who are on the rolls of different units of Coal Companies as on 31.12.1986 and continued to be on the rolls on 1.1.1987 will be given a minimum guaranteed benefit of Rs.85/ p.m. or Rs. 3.27 per day in addition to interim relief paid on and from 1.1.1987.

2.9.0 Fitment in the Revised Scale of Pay for Time-rated & Monthly Paid Scales

2.9.1 For the purpose of fitment in the revised scales of pay/wages, to the existing total emoluments of an employee as on 31.12.1986, (comprising of basic wage, attendance bonus, FDA, Special DA, Variable DA, Special Incentive of Rs. 12/- per month and Interim Relief) will be added an amount of Rs. 85/- in the case of monthly rated employees or Rs.3.27 per day in the case of daily rated employees. The total so arrived at will be divided into Basic Wage, Attendance Bonus at the rate of 10% of basic wage, Special DA which is the computed fringe benefits on attendance bonus at 17.95% of attendance bonus, Fixed DA of Rs.186.31 per month or Rs. 7.17 per day and an employee will be fitted in at the corresponding stage in the revised wage scale. If the new basic wage is below the minimum of the revised wage scale, then the employee shall be given the minimum of the revised scale. If the new basic is in between two stages of the revised wage scale, then the employee will be fitted at the next higher stage in the revised wage scale.

2.9.2 If, however, there has been an increase in the quantum of interim relief on account of increase in basic wages/salary either due to annual increment or promotion after 1.1.1987 and the revised emoluments do not ensure the minimum guaranteed benefit of Rs.85/- per month or Rs. 3.27 per day after taking the increased interim relief into account, the amount falling short will be paid to the worker as personal pay till the signing of the next Agreement. The element of personal pay thus granted will not be adjusted against annual increment till the signing of the next Agreement and will be treated as basic pay for all purposes.

2.9.3 A few illustrations of fitment of employees in the revised scale of pay with fitment benefits are given in Annexure-II C.

2.10.0 Date of Annual Increments

2.10.1 The anniversary date of increment of employees in the revised grades will remain the same as has been agreed to under NCWA-II and III, viz., 1st of March and 1st of September each year.

2.10.2 Employees who have joined the coal companies after 1st January, 1987, and/or who have got different dates of increment, their increments will fall due on the anniversary date of last increment.

2.10.3 The amounts already drawn in the existing scales under NCWA-III including interim relief/increment etc., drawn from 1st January, 1987, would be adjusted from the amount that have become due in terms of the revised wages.

2.10.4 Employees who reach or are fitted at the maximum of the revised scale in the revised wage structure on 1st January, 1987, or reach the maximum of the revised scale at any time during the period of this Agreement will be allowed annual increment equivalent to the last incremental rate in the revised scales on the due date every year.

2.11 Upgradation of Daily Rated & Monthly Rated

Employees who have remained in the same category/grade for 10 years or more.

Daily rated and monthly rated employees who have remained in the same category/grade for a period of 10 years or more would be upgraded to the next higher category/grade and such upgradation will take effect from 1st July, 1989. Employees completing 10 years of service in the same category/grade subsequently will be upgraded with effect from 1st July, 1990 and 1st July, 1991 respectively. However, such upgraded employees will continue to do the existing jobs.

CHAPTER III

WAGE RATES, WORK NORMS ETC., FOR PIECE RATED WORKERS

3.0 WORKNORMS AND JOB DESCRIPTION

3.1 The grouping of piece rated workers, the work norms and job description for them shall be as laid down under the National Coal Wage Agreement - I and Implementation Instruction No. 69 dated 8th October, 1986 (vide Booklet on "Nomenclature, Job

description and Categorisation of coal employees”) as amended from time to time and contained in Annexure-III.

3.2 The rates of wages for different groups of piece-rated workers are given in Annexure-III A.

3.3.0 Workload and Rates of Wages for Piece-Rated Miners and Loaders in Madhya Pradesh and Maharashtra Coalfields

3.3.1 The existing workload for miners and loaders of Madhya Pradesh and Maharashtra Coalfields would remain unaltered.

3.3.2 The following shall be the revised rates of wages for workload of 100 cft and 118 cft respectively in Madhya Pradesh and Maharashtra Coalfields.

	For Workload of 100 cft	For Workload of 118 cft
Existing rate	Rs. 30.679	Rs. 36.201
Revised rates w.e.f. 1.1.1987	Rs. 53.47	Rs. 63.09

3.3.3 The Fall Back wages in respect of piece-rated miners and loaders in Madhya Pradesh and Maharashtra Coalfields would be 100% of the revised rates mentioned above.

3.4.0 Wages for work above the workload for piece-rated workers

3.4.1 For work in excess of the prescribed workload, a piece rated worker shall be paid pro-rata increase in the basic piece rate as well as Fixed Dearness Allowance and Special Dearness Allowance.

3.5.0 Fall Back Wages

3.5.1 Basic fall Back wages in respect of diefferent piece rated groups shall be as indicated in Annexure-III A. In addition they will get SDA, FDA, VDA, SPRA etc. as applicable to them.

3.5.2 There will be a daily review of earnings of piece rated - workers to ensure payment of fall back wages which will be inclusive of lead and lift, but not tub pushing allowance. The fall back wage is payable in case the piece- rated workers fail to fulfill the work norms on account of factors for which they are not responsible, for example, insufficient supply or non-supply of tubs or breakdown of haulages or power shut down etc. No fall back wage is, however, payable if a worker fails to fulfil the work norms due to his fault.

3.6 Mechanised Face Crew

The workload and wage rates of mechanised face crew and

group of work of multiple jobs will be settled at the Company level, within 3 months failing which the matter will be referred to and settled by the standardisation Committee.

3.7.0 Trammers

3.7.1 In case of revision of unit rate of trammers effective from 1st January, 1987, the workload and rate per tub for them should be fixed at unit level by bipartite negotiation in such a way that the normal earnings of trammers is not less than Rs. 46.18 (Basic) per day. The workload and rate for trammers would be reviewed periodically when changes in conditions of work occur.

3.7.2 The piece-rated trammers will be given an increase in their consolidated emoluments consisting of basic, attendance bonus, fixed dearness allowance, variable dearness allowance and special DA, so as to give them a minimum benefit of Rs. 85/- per month or Rs.3.27 per day (over and above interim relief payable) in the average earnings. The basic rate of trammers should be so revised as to give them the benefit of Rs.85/- per month or Rs.3.27 per day (over and above IR payable) on the average total emoluments inclusive of basic, attendance bonus, fixed DA, VDA, computed fringe benefits on attendance bonus. In evolving the piece-rate, the average number of tubs trammed during the six month's period from 1st July, 1986 to 31st December, 1986 will be taken into consideration.

3.7.3 (a) Where the work performance of trammers for a period of six months with effect from 1st July, 1986 is more or less the same as compared to the work norm/standard fixed before the NCWA-IV comes into force i.e. prior to 1.1.1987; the revision of tramping rates will be made according to the Clause 3.7.1 & 3.7.2.

(b) Where the work performance is below the norms, the norms will be so revised so as to give them the benefit as stipulated in Para 3.7.1 & 3.7.2.

(c) Where there are wide variations in the work performance on the higher side against the work norms as referred to above, the workload should be so adjusted as to ensure that increase in basic earnings does not exceed 75% of the basic earnings as on 31st December, 1986.

3.8 Other Piece-Rated Workers

In respect of other piece-rated workers for whom no specific

workload and group wage has been fixed, it is agreed that their wage rates will be revised by giving them the same percentage increase in the group wage of the relevant group. Where there is no such group wage, the same percentage of increase as in the case of miners/loaders (Group-V A) will be given subject to a minimum increase of Rs. 17.31 in basic wage per day.

3.9.0 Lead & Lift and Tub Pushing Rates

3.9.1 The lead, lift and tub pushing rates for miners and loaders shall be revised as indicated in Annexure-III B(i)

3.9.2 The lead and lift rates for overburden removal workers are as indicated in Annexure-III B (2).

3.9.3 The lead and lift rates for piece-rated workers other than miners and loaders including wagon loaders will be as indicated in Annexure-III B (3).

3.10 Lead & Lift Payments to be Basic Wages

The lead and lift payments will be treated as basic wages for all purposes.

3.11.0 Minimum Guaranteed Benefit, Special Piece-Rate Allowance/Fitment of Piece-Rated Workers in the Revised Group Wages

3.11.1 The minimum guaranteed benefit of Rs. 85/- and interim relief calculated on the basis of group wages is already included in the revised group wages.

3.11.2 It is further agreed that in case some of the employees have drawn higher interim relief than the amount calculated on the basis of norm as in Para 3.11.1, the same will not be recovered from them.

3.11.3 Special Piece-Rate Allowance

Piece-rated workers who were on rolls on 31st December, 1986 and continued to be so on 1st January, 1987, the following amount as indicated against each group as SPRA be will paid annually in addition to their existing SPRA, to provide motivation for achieving higher productivity. This will be effective from 1st January, 1987.

Group	Rate of Annual (SPRA) (Rs. per day)
I	0.70
II	0.80
III	1.05
IV	1.05
V	1.32
VA	1.32

SPRA already drawn on and from 1st January, 1987 onwards will be adjusted and the piece-rated employees will be entitled to the payment of difference between the rates agreed to hereinabove and the payment already made to them.

3.11.4 Piece-rated workers appointed on or after 1st January, 1987 will also be entitled to earn the Special Piece-rate allowance after completion of one year continuous service in the manner time rated workers are granted annual increment on 1st March, 1st September.

The Special PR allowance in respect of piece-rated workers appointed on or after 1st January, 1987 will be regulated as under:

(a) those who complete one year of service on any day between 1st January, 1988 to 28th February, 1988 will get their first SPRA on and from 1st March, 1988.

(b) those who complete one year of service on any day between 1st March, 1988 to 31st August, 1988 will get their first SPRA from 1st September, 1988.

(c) those who complete one year of service on any day between 1st September, 1988 to 28th February, 1989 will get their first SPRA on 1st March, 1989.

3.11.5 The Special Piece-Rate Allowance will not count for computation of tub-rates/piece-rates/pro-rata payment for additional tubs. This amount will, however, be treated as basic for all other purposes.

3.12 Grant of one Additional SPRA to Piece-Rated Workers who have remained in the same group for a period of 10 years and more

Piece-rated workers who have completed service of 10 years or more in the same group will be given one additional SPRA from 1st July, 1989. Employees completing 10 years of service in the same group subsequently will be paid one additional SPRA with

effect from 1st July, 1990 and 1st July, 1991 respectively.

Note : Where an employee engaged in lower group is temporarily engaged in higher group and subsequently reverted to lower group, the period spent in work in higher group will be treated as having worked in lower group. Where the employee is engaged in work of different groups involving frequent changes in Group wages, all such cases or any other dispute as to whether due to changes of Group, a piece-rated employee will be eligible for one additional SPRA or not ___ the matter will be mutually settled between the management and the trade unions represented in JBCCI at the company/subsidiary level.

CHAPTER - IV

UNDERGROUND ALLOWANCE

4.1 The underground allowance shall continue to be paid to those employees working underground as defined in the Mines Act and regulations framed thereunder.

4.2 The underground allowance shall be payable from 1st January, 1987 at the rate of 20% of (Revised basic pay minus Rs. 200/- per month or Rs. 7.69 per day) on pro-rata basis.

4.3 In case of Assam Coalfields, Underground Allowance shall be payable at the rate of 25% of (Revised Basic pay minus Rs. 200/- per month or Rs. 7.69 per day) on pro-rata basis.

4.4 The underground allowance shall be treated as wages as hitherto and will be taken into account for the following purposes

- (a) Calculation of Earned Leave/Annual Leave Wages.
- (b) Payment for national/festival holidays.
- (c) Sick leave/Casual Leave Wages.
- (d) Overtime allowance.
- (e) Gratuity and Post Retirement Benefit Scheme.
- (f) Contributions towards CMPF/other contributory Provident Funds.

CHAPTER - V

OTHER ALLOWANCES

5.1 Washing Allowance

Employees who will be provided with uniforms by the Manage-

ment, will be paid a Washing Allowance at the rate of Rs. 22.50 per head per month. In respect of nursing staff, however, the amount of Washing Allowance payable to them will be Rs. 30.00 per head per month. Where washing of uniforms is arranged by the Management the Washing Allowance will not be paid.

5.2.0 Transport Subsidy

5.2.1 Employees who do not utilise Company's transport either free or on payment of nominal or subsidised rate will be paid transport subsidy at the rate of Rs. 2.30 (Rupees two and paise thirty only) per day of actual attendance from 1st January, 1989.

5.2.2 In the case of an employee transferred to another colliery, if such employee is required to report at the old place of work from where he is required to report to the new place of work for duty the existing arrangement for transporting them from the old colliery to the new colliery will continue. He will, however, get Rs. 2.30 per day of actual attendance with effect from 1st January, 1989 as long as he is required to report to the old place of work.

5.3 Additional Transport Subsidy

Additional Transport Subsidy at the rate of Rs. 3.50 per day of work will be paid from 1st January, 1989 to those in the last shift in night whether it is called night shift or third shift or C shift commencing from 10.00 P.M./11.00 P.M. or 12.00 mid-night.

5.4.0 DIFFICULTY ALLOWANCE

5.4.1 Thin Seam Allowance

Considering the special difficulties of piece-rated and time rated workers working in the face underground in thin seams the following payment shall be made:

Rate of Payment

(i) Seams above 1.5 m thickness- Nil

(ii) Seams of 1 metre to 1.5 metre thickness:

(a) An amount equal to 5% of Revised basic for basket loading and 2.5% of Revised basic for shovelling on to conveyor.

(b) An amount equal to 2% of the Revised basic for time rated and other piece-rated workers required to work at a place where height is between 1 to 1.5 m.

(iii) Seams below 1 m. thickness: The Management assured that seams below 1 metre thickness will not be worked till the signing of the next agreement.

5.4.2 Working in Heavy Watery Conditions Underground

Rain coats, gum boots and hoods shall be provided to such of the workmen who are exposed to heavy watery conditions in underground mines.

5.4.3 Travelling over Steep Gradients

Where travelling over steep gradients exceeds 1000 metres and the average gradient is in excess of 1 in 3, an allowance of Re. 0.75 (seventy five paise) per shift will be paid to each of the workers working in such a mine or district or section. Where such travelling exceeds 2000 metres this allowance will be Rs. 1.50 (Rupees one and paise fifty only) per attendance.

Note : For this purpose, the average gradient means the level difference between bottom of pit or incline mouth to the relevant working place, divided by the plan distance between the two places.

5.4.4 Dust

Workmen exposed to heavy dusty conditions at the place of work will be provided with "Dust Mask".

5.5.0 City Compensatory Allowance

5.5.1 The employees of Coal Companies/Managements stationed for duty in cities/towns (other than those who are in receipt of concessions, such as, free fuel/free house etc.) will be paid a City Compensatory Allowance at the rate indicated below:

5.5.2 In case Government of India changes the classification or declares any other cities (other than those in which the employees of Coal Companies who are in receipt of concessions, such as free fuel/free house etc.) as A, B-1 or B-2 Class cities and prescribes the rates of CCA the same will be made applicable to the Coal Companies employees as well.

Class of City/Town	Basic Pay	Rate of CCA
A Class (i.e.) Calcutta (UA)/Delhi(UA)/Greater Bombay (UA)/Bangalore (UA)/Kanpur (UA) and Ahmedabad (UA)/ Madras (UA)/Hyderabad (UA)	Rs. 1000/- per month and above	6% of basic pay subject to a minimum of Rs.60/- per month and a max. of Rs.100/- per month.
B-1 Class (i.e.) Nagpur (UA)/Lucknow (UA)/	Rs. 1000/- per month	4.5% of basic pay subject to a minimum

Patna (UA) & Jaipur (UA)	and above	of Rs. 45/-p.m. & max. of Rs. 75/-p.m.
B-2 Class (i.e.) Bhopal Chandigarh (UA)/Ranchi (UA)/Durg-Bhilainagar (UA) & Jamshedpur (UA)/Dhanbad (UA)	Rs. 1000/- per month and above	3.5% of basic pay subject to a maximum of Rs. 20/-p.m.
C Class	—	No allowance.

Note: It is clarified that the employees of Coal Companies/ establishments stationed for duty in Dhanbad and other coalfield areas, who are in receipt of concessions, such as free fuel/free house etc., will not be entitled to City Compensatory Allowance.

CHAPTER -VI

LEAVE AND NATIONAL/FESTIVAL HOLIDAYS

6.0 ANNUAL LEAVE WITH WAGES

6.1 Annual leave with wages will be continued to be governed by the provisions of the Mines Act.

Note : For the purpose of computation of attendance for determining the eligibility for Earned leave, all authorised paid leave (Sick leave with full pay, Casual leave with pay, Maternity leave with pay, days of absence on account of injury arising out of employment or on account of occupational disease with pay, as well as paid holidays) would be included. These paid leaves would, however, not earn any further leave.

6.2 The prevalent practices in respect of Earned Leave, Casual Leave and paid festival holidays will, however, continue if more favourable.

6.3 Accumulation of Earned Leave/Annual Leave with Wages

The existing provisions relating to the accumulation of Earned Leave/Annual Leave with wages to the level of 70 days will continue.

6.4.0 Sick Leave

6.4.1 The existing provisions relating to Sick Leave namely 15 days with full pay in a calendar year will continue. Sick Leave with full pay will accumulate upto 60 days.

6.4.2 Grant of Special Leave to Employees suffering

from TB, Cancer, Leprosy, Paralysis & Heart disease

Employees suffering from TB, Cancer, Leprosy, and Paralysis shall be granted leave at 50% of basic pay, FDA, VDA and SDA upto 6 months on the basis of recommendations of the Company Medical Officer or any other hospital to which the cases may be referred for treatment by the Management.

6.4.3 An employee suffering from Heart disease and advised rest by specialist will be entitled to the above leave with half pay upto a period of 6 months on the recommendations of the Company Medical Officer.

6.5 Casual Leave with Pay

The existing provisions regarding grant of Casual Leave incorporated in clauses 7.4.1 to 7.4.6 of NCWA-II will continue to be operative with the clarifications issued on the subject.

6.6 National/Festival Holidays

The existing eight National/Festival holidays will continue as at present.

CHAPTER - VII RETURN RAILWAY FARE AND LEAVE TRAVEL BENEFIT

7.1.0 R.R.F./L.T.C.

7.1.1 Currently employees are entitled to LTC & LLTC once in a block of 4 years. LTC may be availed of for 4 adult units maximum and upto a distance of 750 Kms each way in lieu of home town or more if the home town is more than 750 Kms from the place of duty. Alternatively, the employees who have not opted for LTC are eligible to receive RRF for outgoing and return journey to their home town for self only according to their entitlement every year under RRF scheme. Besides, they are also entitled to LLTC in a block of 4 years (in lieu of RRF for self in a block of 3 years ___ the 4th year RRF being set off against LLTC).

7.1.2 The existing system with regard to payment of RRF/LTC/LLTC will continue.

7.2.0 L.L.T.C.

7.2.1 The existing distance of 1700 Kms each way in respect of a block of 4 years Long Leave Travel Concession will continue

7.2.2 The maximum number of units that can avail of the above

benefit will be 4 (four) adults units.

7.2.3 Where both wife and husband are employed in the same coal company, they will be jointly entitled to LTC/LLTC benefit subject to a maximum of 6 (six) adult units or actual number of family members of the workmen concerned, whichever is less, falling within the scope of the "Family" as laid down in the existing rules.

7.3 Class of Entitlement

In view of the change in salary structure, the entitlement of first class railway fare will be Rs. 1120/- per month in respect of RRF and Rs.1135/- per month in respect of Leave Travel Concession/LLTC. In other words, employees drawing a basic pay of less than Rs.1120/- per month will be entitled to RRF of second class and in respect of LTC/LLTC those drawing less than Rs. 1135/- per month will be entitled to second class. Other conditions shall remain the same.

CHAPTER - VIII

HOUSING, WATER SUPPLY, MEDICAL & EDUCATIONAL FACILITIES

8.1.0 Housing

8.1.1 1,20,000 houses will be constructed by Coal Companies, out of which 92,000 houses will be constructed by Coal India and its Subsidiary Companies and the remaining houses by TISCO, IISCO and SCCL; but in any year in case of CIL and its subsidiaries it will not be less than 20,000 houses. The aforesaid houses will be constructed during the period of 4 years from the date of Agreement and will not be lower in standard than prescribed by B.P.E. All out efforts will be made to get adequate funds from Government, Banks, LIC, HUDCO, etc. for this programme and also for getting allotment of land from the State Governments.

8.1.2 All the standard houses to be constructed hereafter will be provided with electricity, watertap and fan.

8.1.3 The standard houses which have not yet been provided with electricity, water tap and fan will also be provided with the same within a year. Other houses for which the occupants are not entitled to house rent allowance will also be provided with fan.

8.1.4 All Quarters/Hutments belonging to Coal Companies will be repaired and maintained by the respective management. Adequate fund will be provided for this purpose.

8.1.5 Joint efforts will be made by the management and workers to promote the construction of 50,000 additional houses under the Co-operative Housing Schemes in Coal Companies. Efforts will be made for arranging loan finance for such schemes.

8.1.6 Wherever new townships are coming up, effort will be made to ear-mark a portion of land for Co-operative housing.

8.2.0 House Rent Allowance

8.2.1 The existing house rent allowance of Rs. 30/- per month will be increased to Rs. 45/- per month with effect from 1st July, 1987 and will be paid to those employees who have not been provided with residential accommodation.

8.2.2 Payment of house rent allowance will be regulated as indicated below

(a) Employees excepting those who have been allotted the following types of houses individually will be eligible for house rent allowance at the rate of Rs.45/- per month.

(i) Any pucca house consisting of one or more rooms with common or separate latrine/bath.

(ii) Houses under New Housing Scheme, Low Cost Housing scheme or single room, arch type tenements.

(b) If a double roomed house has been allotted to two workmen, both the allottees shall be entitled to 50% of house rent allowance each i.e. Rs. 22.50 per month per head.

(c) Unauthorised occupants of house will not be entitled to any house rent allowance until they vacate the houses.

(d) If single roomed house is allotted to more than one person or if a double roomed house is allotted to more than two persons, all the allottees shall be eligible for house rent allowance at the rate of Rs. 45/- per month.

(e) Employees who have been allotted a seat in the barracks or mess or hostel shall be eligible for house rent allowance at the rate of Rs. 45/per month.

(f) Where husband and wife both happen to be employees and where any one of them is allotted a house of the type referred to in Clause (a) above, they shall not be entitled to house rent allowance.

Employees who have been allotted single room or Arch type tenement, however, will be entitled to house rent allowance if the house is not provided with separate or common latrine/bathroom.

8.2.3 House Rent Allowance for Employees in Urban Areas

In the case of employees getting house rent allowance in urban areas, the same will be paid at the following rates with effect from 1st July, 1987.

Class of Cities	House Rent Allowance Rates per Month
(i) 'A' Class Cities Ahmedabad, Bangalore, Bombay, Calcutta, Chandigarh, Hyderabad, Madras, Delhi	25% of basic pay
(ii) 'B' Class Cities Jaipur, Kanpur, Lucknow, Nagpur	20% of basic pay
(iii) 'B-2' Class Cities Bhopal, Jamshedpur, Nasik, Patna, Ranchi	15% of basic pay
(iv) 'C' Class Cities Bhilai, Bhubneshwar, Bilaspur, Bokaro, Burnpur, Durgapur, Jammu, Rourkela, Siliguri	10% of basic pay

8.3.0 House Rent Recovery

8.3.1 In respect of recovery of house rent from the employees provided with residential accommodation, status quo will be maintained, except in case of workmen provided with miners type or lower type quarters where no recovery of house rent will be made.

8.3.2 Morely as a consequence of an increase in basic wage in terms of this agreement there will not be any change in the eligibility of the Workmen for allotment of type of quarters, nor there will be an increase in the house rent.

8.4 Recovery of Electricity Charges

In the Coalfield areas where the employees are provided with quarters by the Management and also electricity supply from the bulk supply obtained by them from the Electricity Boards, the employees shall be entitled to a free consumption of 30 KwH per quarter per month on a uniform basis. For consumption beyond this limit, the employees will be required to pay at the same rates

at which the Electricity Supply Undertakings charge the Coal Companies.

8.5 Water Supply

It is reiterated that water supply scheme will be provided so as to ensure supply of 15 gallons of water per person per day in quarters. Steps will be taken to ensure that short term schemes are made to supply water till long term schemes become operative. It will also be ensured that potable water is made available at work sites. Steps will be taken to ensure that filtration plants are operative.

8.6 Town Administration

There will be a separate Town Administration Deptt. in each company with the responsibility of maintaining the houses, water supply and sanitation. A public Health Engineer/Civil Engineer will be in charge of maintenance of water supply systems in each Area. The Town Administration set up is to become operative in three months time from the date of the signing the Agreement.

8.7.0 Medical Facilities

8.7.1 Every endeavour will be made by the Management to achieve the ratio of one Hospital bed per hundred employees as per B.P.E. Norms. It will, however, be ensured that the ratio of 1 to 120 is achieved during the period of the Agreement. It is further agreed that efforts will be made to improve the quality of medical services by providing infrastructure facilities etc.

The recommendations of the Kumarmanglam Committee on medical facilities will be implemented so as to bring about substantial improvement in the quality of medical services. Budgetary provision would be made for medical services at a rate not less than Rs. 500 per capita per annum excluding capital expenditure and establishment cost.

The annual medical plan of each company will be finalised through joint discussion at the Company Level.

8.7.2 The Ayurvedic System of Medicine/Dispensary will be maintained and improved upon to provide medical facilities to employees.

8.7.3 Ambulances

Each colliery will be provided at least with one Ambulance. All the ambulances will be kept in working order and made available whenever necessary.

8.7.4 Pneumoconiosis

In order that pneumoconiosis is detected and facilities for arresting and cure of the disease are created, adequate machinery for the same will be established in each company where such machinery has not been established. In each coal producing company a Medical Board to deal with the problem of pneumoconiosis will be kept operational and will start functioning. These Medical Boards would examine the cases of pneumoconiosis within 7 days of receipt of the report of detection of pneumoconiosis.

8.7.5 If an employee is stopped from work by any competent authority because of detection of pneumoconiosis and on the ground that his continuance of the work will lead to deterioration and if the findings of Medical Board are to the effect that he was suffering from pneumoconiosis, he will be paid wages for the entire period of idleness.

8.8.0 Educational Facilities & Workers Education

8.8.1 About 100 school buildings will be constructed by the coal companies during the period of 4 years from the date of signing of NCWA-IV and the details of the same will be decided at the Company level in consultation with J.C.C.

8.8.2 The existing recurring grants to private committee managed schools in the coalfields will be enhanced so as to enable the schools to be run better including the payment of higher salaries to the teachers and expenditure on workers education.

8.8.3 Coal India will provide a grant of Rs. 2 crores per annum (excluding capital expenditure) for its subsidiary companies in addition to the amount granted in NCWA-III, which will be administered by a companywise Joint Bipartite Committee. Where workers come forward with their own contribution for the running of educational institutions matching grants will be given by the local coal companies.

8.9 Canteen

There will be a canteen in each of the collieries/establishments and the same will not be run by contractors. Utensils and fuel required in the canteen will be supplied by the colliery management. The Management will give certain amount to the Canteen Managing Committees depending upon the size and

operation of the canteen to enable the canteens to supply food articles at cheaper prices.

8.10.0 Other Welfare Activities

8.10.1 Various activities undertaken by the erstwhile Coal Mines Labour Welfare Organisation such as Preventive Health Care, Family Welfare, M.P.I., Games & Sports, Cultural Programmes, Adult education will be further activated and strengthened by the Coal companies so as to improve the quality of life.

8.11 Holiday Home/Rehabilitation Centre

(i) Existing holiday homes will be improved. Holiday homes at Rajgir and Puri will be provided with necessary infrastructural facilities to enable the employees to spend their time in comfort.

(ii) A 50 bedded Rehabilitation Centre will be established at Rajgir during the agreement period. The centre will be provided with adequate medical staff and infrastructural facilities to ensure comfortable conditions for the inmates during the period of recuperation.

8.12 Community Centre

Community Centres will be established at Unit/Area level and these will be provided with a colour T.V. indoor games and news papers etc.

CHAPTER - IX

SOCIAL SECURITY

9.1 LIFE COVER SCHEME

The existing Life Cover Scheme will continue except that the amount to be paid in addition to the normal gratuity shall be Rs. 15,000 and that the Life Cover Scheme shall be delinked from gratuity.

9.2.0 Workmen's Compensation Benefits

It is agreed that -

9.2.1 The employees covered by this agreement shall be entitled to the benefits admissible under the Workmen's Compensation Act, 1923.

9.2.2 The benefits under the Workmen's Compensation Act will not be affected adversely on account of the revision of wage by this Agreement.

9.2.3 If the employee is disabled due to accident, arising out

of and during the course of employment, he/she will get full basic wages and dearness allowance from the date of accident till the employee is declared fit by the Company's Medical Officer. The disabled employee will have to remain in the Colliery/ establishment or under treatment in a referral hospital to be entitled to the benefit.

9.2.4 The compensation during the period of disablement shall be paid on the basis of the last wages drawn immediately before the employee met the accident.

9.2.5 It is further agreed that the payment of wages made to employees during the period of temporary disablement due to accident arising out of and in the course of employment, will not be deducted from the lump sum amount payable towards compensation for any permanent, partial or total disablement resulting therefrom.

9.2.6 In respect of those employees who are not currently covered by the definition of 'workmen' under the Workmen's Compensation Act, that is to say, such of the employees whose wages are more than Rs. 1000/- per month, if the Workmen's Compensation Commissioner refuses to accept the compensation money, the same will be disbursed to the legal heirs of the deceased on satisfactory production of proof and on execution of Agreement/Indemnity Bonds etc. so that there may not be any future claim in this regard.

9.3 In addition to the Compensation Act, an ex-gratia amount of Rs. 10,000 in each case of death or permanent total disablement resulting on account of accident, arising out of and in course of employment will be paid.

9.4.0 Provision of Employment to Dependants

9.4.1 Employment would be provided to one dependant of workers disabled permanently and those who meet with death while in service. This provision will be implemented as follows:

9.4.2 Employment of one dependant of the worker who dies while in service

(i) The dependant for this purpose means the wife/husband as the case may be, unmarried daughter, son and legally adopted son. If no such direct dependant is available for employment, younger brother, widowed daughter/widowed daughter-in-law or son-in-law residing with the deceased and almost wholly depen-

dant on the earnings of the deceased may be considered to be the dependants of the deceased.

(ii) The dependants to be considered for employment should be physically fit and suitable for employment and aged not more than 35 years provided that the age limit shall not apply in the case of spouse.

9.4.3 Employment to one dependant of a worker who is permanently disabled in his place

(i) The disablement of the worker concerned should arise from injury or disease, be of a permanent nature resulting into loss of employment and it should be so certified by the Coal Company concerned.

(ii) In case of disablement arising out of general physical debility so certified by Coal Company concerned, not arising out of injury or disease as in Para (i) above, the concerned employee will be eligible for the benefit under this Clause if the employee is upto the age of 58 years.

(iii) The dependant for this purpose means the wife/husband as the case may be, unmarried daughter, son and legally adopted son. If no such direct dependant is available for employment, younger brother, widowed daughter/widowed daughter-in-law or son-in-law residing with the employee and almost wholly dependant on the earnings of the employee may be considered.

(iv) The dependant to be considered for employment should be physically fit and suitable for employment and aged not more than 35 years provided that the age limit shall not apply in the case of spouse.

Note : In regard to employment of dependants of employees TISCO will follow their existing practices.

CHAPTER - X

PRODUCTION, PRODUCTIVITY, EFFICIENCY AND INDUSTRIAL HARMONY

10.1 Management and workers representatives agree to cooperate and collaborate for creating a harmonious industrial environment conducive to the growth of healthy and financially viable Coal Industry. With this objective in view both the management and workers representatives are fully committed to

accomplishment of the following tasks related to productivity, efficiency and industrial harmony:

- To achieve targets of production and productivity at each unit, area and company level.
- To ensure optimum utilisation of resources like manpower, equipment, materials, power etc. and ensuring that wastages of all kinds are minimised.
- All out effort to be made jointly to accelerate the growth of underground production and productivity which is at a very low level.
- An introduction of appropriate new technology keeping in view the mining conditions in the country.
- To introduce multi-skill working wherever possible in conjunction with mechanisation of underground working.
- To co-operate with Management in introduction of productivity linked Incentive Scheme at the production units based on Industrial Engineering studies.
- To undertake jointly a programme of training and retraining of workers for introduction of new technology and to co-operate in redeployment of trained workers.
- To co-operate in ensuring full equipment utilisation.
- To co-operate in the re-deployment of manpower whenever called for on account of reorganisation or introduction of new technology.
- To take joint steps to reduce absenteeism in mines.
- To evolve a participative culture in the management in the industry at all levels and to ensure industrial peace and harmony.
- To strive continuously to reduce costs so that financial health of the industry will improve.
- To ensure maintenance of quality of coal supplies to the consumers to ensure consumer satisfaction.
- To co-operate in ensuring maximum level of safety and accident free working in coal mines and ensuring good and healthy working conditions.
- To co-operate in introduction of a reliable information system to build up strong data base;
- Elimination of wastages and misuse of free amenities like power, water, coal and medical facilities etc.
- To co-operate in improving the quality of life and in

implementation of welfare measures.

- To monitor the effective implementation of jointly agreed objectives, a management-worker group will be constituted at the Apex and the Subsidiary level. This group will examine targets in respect of all the objectives including the choice of technology and review the performance every six months.

10.2 Productivity linked Incentive Schemes will be introduced at Unit level/Company level based on industrial engineering studies in agreement with operating unions.

CHAPTER - XI

GENERAL

11.1 Existing Benefits

The existing benefits and facilities not covered or altered by this Agreement shall continue as hitherto.

11.2 Free Issue of Coal

The existing system of supply of free coal will continue to the employees in the collieries/establishments.

11.3 Payment of Overtime

It is agreed that all the categories of workers who were entitled to receive overtime payment, will continue to get the payment of overtime work in different establishments, units and offices.

11.4 Wages for Weekly Day of Rest

Workers in the mines and establishments governed by Mines Act or Factories Act called upon to work on the weekly day of rest of the colliery/establishment shall be allowed twice the normal wages.

11.5.0 Contract Labour

11.5.1 Industry shall not employ labour through contractor or engage contractor's labour on jobs of permanent and perennial nature.

11.5.2 Jobs of permanent and perennial nature, which are at present being done departmentally will continue to be done by regular employees.

11.5.3 Implementation of this Clause and the progress made thereon will be reviewed by the JBCCI periodically.

11.5.4 The Managements as a principal employer shall continue to monitor and supervise the implementation of the various provisions of Labour Laws including payment of contractors' workers by contractors at counters specified by the principal employer.

CHAPTER - XII

IMPLEMENTATION OF THE AGREEMENT

12.1.1 The Agreement including the wage structure shall come into force and will be implemented with effect from 1st January, 1987 unless otherwise specified.

12.1.2 The interim relief paid during the period from 1st January 1986 to 31st December, 1986 will not be recovered.

12.1.3 This Agreement will be in operation with effect from 1st January, 1987 to 30th June, 1991.

12.1.4 The Managements' and employees' representatives agree that the terms of this Agreement will be implemented faithfully and in a spirit of goodwill by the managements and the unions.

12.2 During the period of operation of this Agreement, no demand will be made or disputes raised in respect of matters settled by this Agreement.

12.3 The Managements of the Coal Companies on their part, will not resort to unilateral interpretations of this Agreement. In case of any doubt or difficulty in interpretation of implementation of any clause of this Agreement, the same shall be referred to and settled

by the JBCCI or a Sub-Committee constituted by the JBCCI for the purpose in the spirit of mutual goodwill

12.4 Committees

It is agreed that the following Committees shall be constituted for the purposes indicated below:

12.4.1 Standardisation Committee

(i) It shall be the duty of this Committee to examine the different designations, job descriptions, disparities in service conditions amongst different sets of employees, including hours of work, leave, holidays, categorisation of jobs or anomalies as may be referred to the Committee.

(ii) It will review the grouping of piece-rated workers and their workload, multi-skilled jobs where they exist.

(iii) Consolidate the job description of different jobs available in different documents.

(iv) It will also examine all cases of anomalies and disparities in regard to the job description, categorisation and principle of service conditions of employees brought to its notice.

(v) To determine the wage scales, categorisation and job description of left out jobs and new jobs which have come up as a result of introduction of new technology/machineries of higher capacities during the NCWA-III and thereafter.

(vi) To examine the existing promotion policies obtaining in different Coal Companies, if any and formulate uniform guidelines for channels of promotion etc.

12.4.2 Committee on Production, Productivity, Safety and Cost

A joint Committee of Management and workers will be constituted at Apex level to review the following:

- Production and productivity
- Underground productivity and production
- Financial results of losing areas to minimise losses.
- Absenteeism
- Steps for reducing cost
- Gainful redeployment of Manpower.
- Equipment Capacity Utilisation
- Elimination of wastage of scarce resources, like, coal, power and water.
- Quality of life, Medical and Welfare Measures.
- Safety and working conditions.
- Industrial Relations.

12.4.3 Committee on Incentive Schemes

A Joint Committee will be constituted consisting of the representative of the Management and Central Trade Unions to have an indepth study of the existing incentive/reward schemes and formulate model guidelines for introduction of incentive schemes to achieve higher levels of production and productivity.

12.5 The JBCCI will periodically review the functioning of the sub-committees.

SECRET
ANNEXURE - I
NO. 2(30)/87-BPE (WC)
GOVERNMENT OF INDIA
MINISTRY OF INDUSTRY
Bureau of Public Enterprises
14, CGO Complex, Lodi Road
New Delhi - 110 003

Sub : Grant of Interim Relief to employees governed by wage settlements in public sector enterprises on Industrial Dearness Allowance.

1. The employees in public sector enterprises on Industrial DA pattern governed by wage settlements have raised a demand for payment of interim relief consequent to the sanction of adhoc relief to executives in BPE's O.M.2(50)/86-BPE(WC), dated 1.4.1987. After careful examination of the demand, Government have decided to authorise managements of public sector enterprises on Industrial DA to sanction interim relief w.e.f. 1.1.86 in enterprises where the period of validity of wage settlements has expired or is to expire shortly. Interim relief will be paid at the rate of 100/- per month in respect of those drawing a basic pay upto Rs. 700/-. For those drawing basic pay between Rs. 701/- and Rs. 1,000/- interim relief will be paid at the rate of Rs. 120/- per month. For those drawing basic pay above Rs. 1,000/- the rates of interim relief payable per month will be same, slabwise, as notified for executives.

2. The relief given is purely interim in nature and is to be absorbed in wage settlements being negotiated under the wage policy and guidelines issued in this regard. The interim relief should be taken into account when observing the guidelines already laid down for wage settlements. Wage Settlements where they are already due or are due shortly should be finalised immediately and well in time.

3. As the interim relief is to be absorbed in the wage settlements to be finalised, it will not count for any other purpose.

4. The interim relief will not be payable in public sector enterprises where settlements have already been finalised at levels beyond the guidelines issued in January, 1987, or those governed by Tripartite Engineering settlement in West Bengal or

in enterprises where wage agreements are finalised on the recommendations of Wage Boards as in the case of cement, jute and textile units, etc.

5. The modalities of payment of interim relief should be finalised by the concerned managements of public sector enterprises at the unit level.

6. Ministry of Energy, Ministry of Steel & Mines etc. are requested to bring the contents of this O. M. to the notice of all the managements of public sector enterprises under their administrative control for necessary action. Department of Public Enterprises may be consulted for any clarification on the decision to pay the interim relief.

Sd/
(A.K.ROYCHOWDHURY)
Joint Adviser(Finance)

To

Secretaries of all administrative Ministries.

Copy to:

Secretary(Labour)
Secretary(Ministry of Law & Justice)
Secretary to the Prime Minister
Cabinet Secretary
All F.As. to the Administrative Ministries

ANNEXURE II A
(Vide Clause 2.3.1)

Existing NCWA-III Pay Scales	REVISED NCWA-IV Pay Scales (w.e.f.1.1.1987)
DAILY RATED WORKERS:	
CATEGORY	
I Rs.21.16-0.43-27.18	Rs.38.47-0.70-48.27
II Rs.21.65-0.53-29.07	Rs.39.34-0.85-51.24
III Rs.22.70-0.65-31.80	Rs.40.78-1.08-55.90
IV Rs.24.10-0.80-35.30	Rs.42.18-1.32-60.65
V Rs.26.04-1.00-40.04	Rs.44.50-1.62-67.18
VI Rs.29.24-1.35-48.14	Rs.47.70-2.12-77.38
EXCAVATION:	
Category	
Spl. Rs.38.34-2.12-65.90	Rs.57.38-3.08-97.42
A Rs.34.54-1.95-61.84	Rs.53.58-2.88-93.90
B Rs.31.99-1.76-56.63	Rs.50.47-2.62-87.15

C Rs.30.14-1.55-51.84

Rs.48.60-2.31-80.94

D Rs.27.44-1.15-43.54

Rs. 45.90-1.77-70.68

E Rs.23.55-0.72-33.63

Rs.41.63-1.15-57.73

MONTHLY RATED:

(Tech & Supervisory & Miscellaneous Scales)

Grade:

A Rs. 892-53-1316-55-1701

Rs.1387-75-2137-80-2537

B Rs. 810-46-1178-51-1586

Rs.1290-68-1834-74-2426

C Rs. 742-40-1062-45-1422

Rs.1222-60-1702-66-2230

D Rs. 678-30-918-35-1198

Rs.1158-48-1542-58-2006

E Rs. 625-23-947

Rs.1095-37-1613

F Rs. 605-18-857

Rs.1075-30-1495

G Rs. 580-16-804

Rs.1050-27-1428

H Rs.567-14-763

Rs.1027-23-1349

CLERICAL GRADE:

Spl. Rs.810-46-1178-51-1586

Rs.1290-68-1834-74-2426

I Rs. 742-40-1062-45-1422

Rs.1222-60-1702-66-2230

II Rs. 678-30-918-35-1198

Rs.1158-48-1542-58-2006

III Rs. 625-23-947

Rs. 1095-37-1613

ANNEXURE II B

PAY SCALES FOR ASSAM COAL FIELDS

(Vide Clause 2.3.2)

Existing NCWA III
Pay Scales

Revised NCWA IV Pay
Scales (w.e.f.1.1.1987)

DAILY RATED:

Category

I Rs. 24.33-0.49-30.21

Rs.44.24-0.81-55.58

II Rs. 24.89-0.61-32.21

Rs.45.24-0.98-58.96

III Rs.26.10-0.75-35.10

Rs.46.90-1.24-64.26

IV Rs. 27.71-0.92-38.75

Rs.48.50-1.52-69.78

V Rs.29.95-1.15-43.75

Rs.51.18-1.86-77.22

VI Rs.33.63-1.55-52.23

Rs.54.86-2.44-89.02

EXCAVATION:

CATEGORY

Spl. Rs.44.09-2.44-70.93

Rs.65.99-3.54-112.01

A Rs.39.72-2.24-66.60

Rs.61.62-3.31-107.96

B Rs.36.79-2.02-61.03

Rs. 58.04-3.01-100.18

C Rs.34.66-1.78-56.02

Rs.55.89-2.66-93.13

D Rs.31.56-1.32-47.40

Rs.52.79-2.04-81.35

E Rs.27.08-0.83-37.04

Rs.47.87-1.32-66.33

MONTHLY RATED:

(Tech. & Supervisory & Miscellaneous Scales)

Grade:

A Rs.1025-60-1505-63-1820

Rs 1595-86-2455-92-2915

B Rs.931-52-1347-58-1695

Rs.1483-78-2107-85-2787

CRs.853-45-1213-51-1519	Rs. 1405-69-1957-76-2565
DRs. 780-34-1052-40-1292	Rs.1332-55-1772-67-2308
E Rs.718-26-1030	Rs.1259-42-1847
F Rs.695-21-947	Rs.1236-35-1726
GRs.667-18-883	Rs.1207-31-1641
HRs.652-16-844	Rs.1181-26-1545
CLERICAL GRADES:	
Spl. Rs. 931-52-1347-58-1695	Rs.1483-78-12107-85-2787
I Rs. 853-45-1213-51-1519	Rs.1405-69-1957-76-2565
II Rs. 780-34-1052-40-1292	Rs.1332-55-1772-67-2308
III Rs. 718-26-1030	Rs.1259-42-1847

ANNEXURE IIC

ILLUSTRATION OF FITMENT IN THE REVISED SCALE

(Vide Clause 2.9)

EXAMPLE : ONE

NCWA-III		NCWA-IV	
CAT.I:		CAT.I:	
(Rs.21.16-0.43-27.18)		(Rs.38.47-0.70-48.27)	
	DAILY		DAILY
BASIC WAGE	Rs.21.160	NEWBASICWAGE	Rs.38.47
ATTENDANCE BONUS	Rs. 2.116	ATTENDANCE BONUS	Rs. 3.85
SPECIAL D.A.	Rs. 0.380	SPECIAL D.A.	Rs. 0.69
FIXED D.A.	Rs. 5.667	FIXED D.A.	Rs. 7.17
VARIABLE D.A.	Rs.13.273	VARIABLE D.A.	-
SPECIAL INCENTIVE	Rs.0.461		
TOTAL	Rs.43.057	TOTAL	Rs.50.18
	43.06		
INTERIM RELIEF	Rs. 3.85		
FITMENT BENEFIT	Rs. 3.27		
TOTAL	Rs.50.18		

EXAMPLE : TWO

NCWA-III		NCWA-IV	
TECH. & SUP.		TECH. & SUP.	
GRADE-A:		GRADE-A:	
(Rs.892-53-1316-55-1701)		(Rs.1387-75-2137-80-2537)	
	MONTHLY		MONTHLY
	RS. P.		RS. P.
BASICWAGE	1701.00	NEW BASIC WAGE	2457.00
ATTENDANCE BONUS	170.10	ATTENDANCE BONUS	245.70

SPECIAL D.A.	30.53	SPECIAL D.A.	44.10
FIXED D.A.	147.36	FIXED D.A.	186.31
VARIABLE D.A.	345.10	VARIABLE D.A.	
SPECIAL INCENTIVE	12.00		
TOTAL	2406.09	TOTAL	2933.11
INTERIM RELIEF	420.00		
FITMENT BENEFIT	85.00		
TOTAL	2911.09		

EXAMPLE: THREE

	NCWA-III	NCWA-IV	NCWA-III	NCWA-IV
EXCAVATION SPECIAL				
Rs.38.34-2.12-65.99			Rs.57.38-3.08-97.42	
DAILY :	31.12.86	01.1.87	01.3.87	01.3.87
BASIC WAGE	48.940	75.86	51.060	78.94
ATT. BONUS	4.894	7.59	5.106	7.89
SPL. DA	0.878	1.36	0.917	1.42
FIXED DA	5.667	7.17	5.667	7.17
VARIABLE DA	13.273	--	14.350	1.08
SPL. INCENTIVES	0.461	--	0.461	--
	74.113	91.98	77.561	96.50
	74.11		77.56	
INTERIM RELIEF	13.85		16.15	
FITMENT BENEFIT	3.27		3.27	
	91.23		96.98	

NOTE : SHORTFALL OF Rs.0.48 PER DAY WILL BE PAID AS PERSONAL PAY WITH EFFECT FROM 1.3.87 TILL THE SIGNING OF THE NEXT AGREEMENT

EXAMPLE: FOUR

	NCWA-III	NCWA-IV
NCWA III		
TECH & SUPERVISORY		
GRADE-A: Rs.892-53-1316-55-1701		
	31.12.86	1.1.87
BASIC WAGE	1104.00	1687.00
ATT. BONUS	110.40	168.70

SPL.DA	19.82	30.28
FIXED DA	147.36	186.31
VARIABLE DA	345.10	-
SPL. INCENTIVE	12.00	-
	1738.68	2072.29
INTERIM RELIEF	240.00	
FITMENT BENEFIT	85.00	
TOTAL	2063.68	

BASIC WAGE	1157.00	1762.00
ATT. BONUS	115.70	176.20
SPL.DA	20.77	31.63
FIXED DA	147.36	186.31
VARIABLE DA	373.15	28.05
SPL. INCENTIVE	12.00	-
	<u>1825.98</u>	<u>2184.19</u>
INTERIM RELIEF	240.00	
FITMENT BENEFIT	85.00	
TOTAL	2150.98	

NCWA -IV

GRADE -A: Rs. 1387-75-2137-80-2537

	NCWA-III	NCWA-IV
	<u>1.3.88</u>	<u>1.3.88</u>
BASIC WAGE	1210.00	1837.00
ATT. BONUS	121.00	183.70
SPL.DA	21.72	32.97
FIXED DA	147.36	186.31
VARIABLE DA	478.75	133.65
SPL. INCENTIVE	12.00	
	<u>1990.23</u>	<u>2373.63</u>
INTERIM RELIEF	360.00	
FITMENT BENEFIT	85.00	
TOTAL	2435.83	

NOTE : Short fall of Rs. 62.20 per month will be paid as personal pay with effect from 01.3.88 till the signing of the next agreement.

ANNEXURE - II C

EXAMPLE : FIVE

NCWA - III

Excavation:

Category - A - Rs. 34.54-1.95-61.84 Rs. 53.58-2.88-93.90

	NCWA-III	NCWA-IV
Daily	<u>31.12.86</u>	<u>1.1.87</u>
Basic Wage	44.290	67.98

Att. Bonus	4.429	6.80
Spl. DA	0.795	1.22
Fixed DA	5.667	7.17
Variable DA	13.273	-
Spl. Incentive	0.461	-
	<u>68.915</u>	<u>83.17</u>
	68.92	
Interim Relief	9.23	
Fitment Benefit	3.27	
	81.42	

Daily	NCWA-III	NCWA-IV
	1.3.87	1.3.87
Basic Wage	46.240	70.86
Att. Bonus	4.624	7.09
Spl. DA	0.830	1.27
Fixed DA	5.667	7.17
Variable DA	14.350	1.08
Spl. Incentive	0.461	-
	<u>72.172</u>	<u>87.47</u>

	72.17	
Interim Relief	13.85	
Fitment Benefit	3.27	
	<u>89.29</u>	

Daily	NCWA-III	NCWA-IV
	1.3.88	1.3.88
Basic Wage	48.190	73.74
Att. Bonus	4.819	7.37
Spl. DA	0.865	1.32
Fixed DA	5.667	7.17
Variable DA	18.413	5.14
Spl. Incentive	0.461	-
	<u>78.415</u>	<u>94.74</u>

	78.42	
Interim Relief	13.85	
Fitment Benefit	3.27	
	95.54	

Daily	NCWA-III	NCWA-IV
	1.3.89	1.3.89
Basic Wage	50.140	76.62
Att. Bonus	5.014	7.66
Spl. DA	0.900	1.38
Fixed DA	5.667	7.17
Variable DA	22.855	9.58
Spl. Incentive	0.461	-
	<u>85.037</u>	<u>102.41</u>

	85.04
Interim Relief	16.15
Fitment Benefit	<u>3.27</u>
	104.46

Note : In such cases, method of calculating personal pay will be decided by the Standardisation Committee.

ANNEXURE - III

NCWA-I DATED 11TH DECEMBER, 1974 AND IMPLEMENTATION INSTRUCTION NO. 69 DATED 8.10.86

The piece-rated workers shall be placed in six groups and their workload would be as indicated below :

	Workload
Group-I	
1. Sand Cleaner	108 cft.
2. Earth Cutter (Outside Quarry)	84 cft. Measured in solid as hitherto
Group-II	
1. Depot Sand Loader	150 cft.
2. River Sand Loader	122 cft. Measured in Solid as hitherto
Group-III	
1. Overburden Removal	(a) Spoil removal: 72 cft. (b) Earth cutting & removal: 66 cft. (c) Soft stone, shale and morrum : 53 cft. (d) Hard Stone : 40 cft.
2. Wagon/Truck Loaders and Stackers	Workload at lead not exceeding 100 feet.
(a) Wagon loading (Coal)/ Wagon unloading (Coal)	4.5 tonnes 6.75 tonnes
(b) Truck loading	4.5 "
Truck Unloading	6.75"
(c) Coal Stacking	4.5 "
(d) Soft coke loading	3.6 "
Soft coke unloading	5.4 "
(e) Hard coke loading	3.2 "
Hard coke unloading	4.8 "

(f) Stacking soft coke	3.6 *
Stacking hard coke	3.2 *
(g) Coal screening (Both products)	4.5 *
(h) Coal stacking (Soft coke manufacturing)	4.5 *
(i) Coal supplier (Hard coke manufacture in Coke Ovens Country Beehive & B.P.)*	4.5 *

Note : Shale picking to be paid separately.

* Does not include breaking of lumpy coal.

Group-IV

1. Soft Coke	3.75 tonnes (Raw Coal) I.I. No.62 dated 8.7.86
2. Stone Stacker (underground)	72 cft.

Group-V

1. Main Driver (This workload applies to drivage of mains in level and rise galleries. For Drivage in Dip. direction an extra payment of not less than 100% of the rate is to be paid).	Size of the main 38 width x 58 height should be 1.5 running feet per shift per head.
2. Dyke Cutter	Cutting when done : (i) With hand 5 cft. (ii) By Elec. and pneumatic drill - 8 cft.
3. Jhama (preceeding and suceeding Dyke)	When done with : (i) Hand--14 cft. (ii) Elec. & pneumatic drill - 21 cft.
4. Stone Cutter	(a) Cutting by chisels and hammer: (i) Hard Stone--8 cft. (ii) Soft Stone-10 cft. (b) Drilling, Blasting and Mucking manually (i) Drilling by hand- 15 cft. (ii) Drilling by power drill- 25 cft.

5. Trammers	To be negotiated at unit level.
Group-VA	
1. Pick Miner	40.5 cft.
2. Quarry Pickminer	47.25 cft.
3. Quarry Miner	67.5 cft.
4. Quarry Loader	94.5 cft.
5. Basket Loader	81 cft.
6. (M.C. Loader)	
Shovel Loader (at face)	To be decided at unit level.
7. Filler (Andhra Pradesh)	81 cft.
8. Mechanised Face Crew	Unit level.
9. Dresser-cum-Loader/Drill	61 cft.
Coal Miners	

Note : There will be no difference between development and de-pillaring area.

ANNEXURE - III A

REVISED BASIC WAGE RATES FOR PIECE RATED WORKERS (Vide Clause 3.2)

Group	NCWA-III	RATES	REVISED	RATES
	Rate	Fall Back Wages	Rate	Fall Back Wages
	Rs. P.	Rs. P.	Rs. P.	Rs. P.
I	21.51	21.16	38.82	38.47
II	21.90	21.40	39.59	39.09
III	22.71	21.85	40.79	39.93
IV	23.05	22.10	41.13	40.18
V	24.50	23.50	42.96	41.96
		(Excepting for Trammers)		
VA	24.85	24.85	43.31	43.31
Trammers	24.50	24.50	42.96	42.96
Piece Rate				

ANNEXURE - III B

FOR WORKLOAD OF 100 CFT. AND 118 CFT. IN MADHYA PRADESH & MAHARASHTRA COALFIELDS (Vide Clause 3.2)

NCWA-III	RATES	REVISED	NCWA-IV
			RATES
Rate	Fall Back Wages	Rate	Fall Back Wages

	Rs. P.	Rs. P.	Rs. P.	Rs. P.
For Workload of 100 cft.	30.679	30.679	53.47	53.47
For Workload of 118 Cft.	30.201	30.201	63.09	63.09

ANNEXURE - III B (1)

**LEAD (FOR MINERS AND LOADERS)
(Vide Clause 3.9.1)**

	NCWA-III Rates (Per tub of 40.5 Cft. to be converted into cub. metres)	NCWA-IV (Revised Rates) (Per tub of 40.5 Cft. to be converted into cub. metres)
0 to 50 ft.	Nil	Nil
51 to 100 ft.	Rs. 0.60	Rs. 0.84
101 to 150 ft.	Rs. 1.80	Rs. 2.52
151 to 200 ft.	Rs. 3.00	Rs. 4.20
201 to 250 ft.	Rs. 4.28	Rs. 5.99
For every addl. 50 ft. beyond 250 ft.	Rs. 1.86	Rs. 2.60

ANNEXURE - III B (1)

**LIFT (FOR MINERS AND LOADERS)
(Vide Clause 9.3.1)**

	NCWA-III Rates (Per tub of 40.5 Cft. to be converted into cub. metres)	NCWA-IV (Revised Rates) (Per tub of 40.5 Cft. to be converted into cub. metres)
Distance 0 to 10 ft.	Nil	Nil
11 to 15 ft.	Rs. 0.60	Rs. 0.84
16 to 20 ft.	Rs. 1.13	Rs. 1.58
21 to 25 ft.	Rs. 1.80	Rs. 2.52
For every addl. 5 ft. above 25 ft.	Rs. 1.20	Rs. 1.68

ANNEXURE - III B (1)

**TUB PUSHING
(Vide Clause 3.9.1)**

	NCWA-III RATES (For tubs of 40.5 Cft.)	NCWA-IV (Revised Rates) (For tubs of 40.5 Cft.)
For every 100 ft. or part thereof in excess of the first 100 ft.	Rs. 0.21	Rs. 0.30

ANNEXURE - III B (2)

**LEAD & LIFT FOR OVERBURDEN
REMOVAL WORKERS**
(Vide Clause 3.9.2)

	NCWA-III Rates	NCWA-IV Revised Rates
Lead : First 100 ft.	Nil	Nil
For every 50' or part of 50' over the first 100 ft.	Rs. 17.60 per 1000 Cft.	Rs. 24.64 per 1000 Cft.
Lift : First 10 ft.	Nil	Nil
For every 5' or part of 5' over the first 10 ft.	Rs. 8.80 per 1000 Cft.	Rs. 12.32 per 1000 Cft.

Annexure-III B (3)

**LEAD AND LIFT RATE WORKERS
OTHER THAN MINERS & LOADERS**
(Vide Clause 3.9.3)

Wagon Loaders	NCWA-III Rates	NCWA-IV Revised Rates
Lead : For every 50' or part of 50' over the first 100 ft.	Rs. 0.72 per tonne of coal	Rs. 1.18 per tonne of coal
Lift : For every 5' lift or part of 5' over the first 10 ft.	Rs. 0.36 per tonne of coal	Rs. 0.50 per tonne of coal.

I T D C

The earlier Wage settlement in respect of non-officer employees of Hotel Catering Establishment Units entered into with the ITDC Trade Unions in November 83, effective from 1.7.82 to 30.6.86 has already expired. Fresh negotiations were commenced between the management and Trade Unions represented by the Action Committee of Trade Unions in ITDC(JAC) consisting of AITUC, CITU, HMS and Independent Unions as well as All India ITDC Workers Federation (INTUC) on 10.5.1989 at Corporate level (on the Charters of Demands submitted by the Trade Unions). After protracted negotiations, the parties have arrived at understanding on all wage and other related matters as under:-

1. SCOPE AND COVERAGE

1.1 This consensus will apply to all regular non-officer employees of hotel catering Establishments Units in the existing scales of pay upto the level of Rs. 700-1285 as mentioned in Column 1 of annexure -A

2. FORMATION OF REVISED PAY SCALES

2.1 The new scales of pay have been framed as under:

a) A sum of Rs. 481/= representing fixed/variable Dearness Allowance on 628 points as on 30.6.86(86) shall be merged in each of the pre-revised pay scales existing as on 30.6.86(1986).
BESIDES

b) A sum equivalent to 10% of minimum of each pre-revised scale and an appropriate amount wherever required to round off the formation of new scales shall also be added therein.

Thus, revised pay scales shall be as in Column. II of the statement at Annexure-A in replacement of the existing ones w.e.f. 1.7.1986.

c) Again, a sum of Rs.200/= out of V.D.A. of Rs.321.75 at 823 points as on 1.4.1989 shall be added in the revised pay scales existing as on 31st March, 1989 and new scales as shown in column III of the statement at Annexure-A will be made effected from 1.4.1989.

2.2 VARIABLE DEARNESS ALLOWANCE

After merger of entire DA of Rs.481/= as on 30th June,1986 and again Rs.200/= out of Variable DA of Rs.321.75 as on 1.4.89 in the Basic pay, Variable DA shall continue to be regulated as per existing practice of adjusting Variable DA @ Rs.1.65 per point shift in all India Consumer Price Index Number (Base 1960=100) beyond 823 points. However recommendations of the Tripartite Committee, set up by the Government of India in the matter of revision of the rate of DA in Public Sector Undertakings, as accepted by the Govt. of India, will govern the payment of DA in Hotel Catering Establishment Units of ITDC.

3. FIXATION FORMULA

3.1 The fixation of Basic Pay in the corresponding revised pay scales and the grant of next and subsequent increments shall be regulated as follows :

a) A sum of Rs.481/= representing DA and VDA as on 30th June, 86 shall be added in the pre-revised basic pay of each employee as on 30th June, 1986.

BESIDES

b) An amount equivalent to 10% of pre-revised basic pay of each employee as on 30.6.86 shall also be added there to which shall be the revised basic pay as on 1.7.86, if that is a stage in the revised scale, otherwise, the stage next above shall be fixed as basic pay of each employee in revised scales as shown in Column II of Annexure-A.

c) Again a sum of Rs.200/- shall be taken out from VDA existing as on 1.4.89 and added in the revised basic pay as on 31st March, 1989 of each employee, which shall be the new pay of such employees, w.e.f. 1.4.1989 in the scales shown in Column III of the statement at Annexure-A.

d) The new entrants who have not completed one year service in the pre-revised scales as on 1.7.86 and 1.4.89 respectively shall be placed at the minimum in the corresponding revised scales of pay and the fitment benefit as above shall not be admissible to them. All such employees shall get their Annual Increment on completion of 12 months service.

e) ANNUAL INCREMENT

The date of Annual Increment in all cases except those who

have not got the fitment benefit in terms of Para(d) above shall remain unchanged.

f) While fixing the pay of the employees in different scales of pay, in case two or more employees getting different Basic Pay in the same scale get fixed at the same stage in the revised scale of pay and the junior in the said scale gets higher pay on grant of Annual Increment, the pay of the senior will be brought at par with the junior and the date of increment of the senior will be advanced to coincide with the junior employee.

4. HOUSE RENT ALLOWANCE:

4.1 House Rent Allowance shall continue to be admissible at the existing rates and subject to the existing rules and regulation framed therefor to the HCE-OFFICER employees posted in the Units at Delhi/Bombay, 'A', B-1, B-2 and C Class cities. However, HRA shall be paid on revised basic pay minus Rs. 400/- w.e.f. 1.7.86 to 31.3.89 and minus Rs. 500/-w.e.f.1.4.89.

4.2 In case of HCE employees posted at Calcutta, the Management agrees to enhance HRA from the existing 25% to 30% subject to Govt's approval in this regard.

5. CITY COMPENSATORY ALLOWANCE:

5.1 The City Compensatory Allowance shall continue to be admissible at the existing rates and subject to the rules and regulations framed therefor. However, payment of CCA shall be restricted to the revised Basic Pay minus Rs. 400/-w.e.f. 1.7.86 to 31.3.89 and minus Rs. 500/-W.E.F. 1.4.89 subject to the prescribed overall limits.

6. FIXED DEARNESS ALLOWANCE:

6. Fixed Dearness Allowance shall be paid as under:-

Range of Basic Pay for admissibility of FDA w.e.f. 1.7.86 to 31.3.89	W.E.F. 1.4.89	PROPOSED FDA
1. 820-950	1020-1150	100
2. 951-1000	1151-1200	110
3. 1001-1050	1201-1250	130
4. 1051-1100	1251-1300	150
5. 1101-1200	1301-1400	180
6. 1201-1300	1401-1500	210
7. 1301-1500	1501-1700	240
8. 1501-1600	1701-1800	280

9. 1601-1859
10.1860-onward

1801-2059 330
2060-onward 400

7. MEAL ALLOWANCE

7.1 The existing Meal Allowance shall be enhanced from Rs. 60/- to Rs. 75/- w.e.f.1.7.86 in respect of such employees who are not getting free duty meals.

7.2 The Special Allowance of Rs. 20/- per month being paid to food preparation staff like Cooks, Bakers, Confectioners, getting free duty meals shall be enhanced from Rs. 20/- to Rs. 25/- per month w.e.f. 1.7.86.

8. NIGHT DUTY ALLOWANCE:

8.1 The existing rate of Rs.3/- shall be revised to Rs. 4/- per night duty w.e.f.1.7.86 subject to existing terms and conditions.

9. CASH ALLOWANCE (CASH HANDLING)

9.1 The existing Cash Handling Allowance wherever applicable shall be increased from Rs. 35/- per month to Rs. 45/- per month w.e.f. 1.7.1986 and shall be paid subject to the prevailing rules and regulations. Besides, premium on account of fidelity guarantee shall also be borne by the Management w.e.f. 1.4.1989.

10. WASHING ALLOWANCE

10.1 Effective from 1.7.1986 Washing Allowance shall be paid at the rate of Rs. 16/- per month instead of Rs. 12/- per month to the employees only of those Units where free laundry services are not provided.

11. RE-CLASSIFICATION OF HCE UNITS

Classification for the purpose of pay structure as enunciated in WRC recommendations shall be implemented in respect of following HCE Units w.e.f. 1.4.1989.

S. No.	Name of the Unit	Existing Classification	Revised Classification
1.	Laxmi Vilas Palace Hotel Udaipur	C	B
2.	Lalitha Mahal Palace Hotel Mysore	C	B
3.	Hotel Varanasi Ashok	C	B

Varanasi		
4. Hotel Jaipur Ashok Jaipur	C	B

12. ENCASHMENT OF PRIVILEGE LEAVE

12.1 In such HCE Units where the Privilege Leave is less than 26 days for operational staff and less than 22 days for non-operational staff, the same shall be enhanced to a maximum limit of 30 days in the case of operational staff and 26 days in the case of non-operational staff w.e.f. 1.7.1986.

12.2 Accumulation of Privilege Leave will be enhanced to a maximum of 120 days instead of 90 days and Medical Leave to a maximum of 90 days instead of 60 days w.e.f. 1.7.1986.

13 ENCASHMENT OF PRIVILEGE LEAVE WHILE IN SERVICE

13.1 With effect from 1st January, 1989 the Privilege Leave account of all employees will be maintained separately in two accounts as under:-

- a) Encashable Leave Account; and
- b) Non-encashable Leave Account

50% of the accrued Privilege Leave will be credited to the Encashment Leave Account and the remaining 50% to the Non-encashment Leave Account. Similarly, the Privilege Leave earned in future, from time to time, will also be divided into two parts and credited to the two accounts in the ratio of 50:50. Any part or whole of the Encashment Leave can also be availed of as leave, if an employee so desires and it will not be necessary for him to get it encashed only.

13.2 Encashment of Privilege Leave shall be allowed to the employees only once in a calendar year. For availing Leave Encashment, it will not be necessary for an employee to actually proceed on leave.

13.3 The payment made towards leave encashment shall not be reckoned for any other purpose like Gratuity, Provident Fund, Bonus etc.,

14. FESTIVAL ADVANCE

14.1 The amount of Festival Advance shall be increased from Rs. 350/- to Rs. 500/- w.e.f. the date of signing of the Settlement subject to other terms and conditions remaining the same.

15. LEAVE TRAVEL CONCESSION

15.1 Consequent upon the revision of Pay scales, revised Basic Pay limits for the purpose of entitlement of travel by rail while availing LTC shall be as under from the date of signing of Unit level settlement:

1st Class

a) The employees getting pay of Rs. 1270/- and more in the scales of pay of Rs. 1070-1465 onwards - 1st Class

b) All other employees - 1st Class

Other terms and conditions for grant of Leave Travel Concession will remain the same as here-to-fore.

16. ADJUSTMENT OF INTERIM AND CONSEQUENTIAL BENEFITS

16.1 Interim Relief paid from 1.1.1986 to 30.6. 1986 will not be recovered. However, Interim Relief and consequential payments thereon paid w.e.f. 1.7.86 onwards will be adjusted against final payments due under this agreement.

17. MEDICAL FACILITY

17.1 The entitlement for the purpose of medical treatment and reimbursement of medical expenses to the employees not covered under ESI shall be regulated as per revised norms/pay scales and circulated separately. Provided that this shall not prejudice the existing cases pending before the court.

18. CADRE REVIEW

18.1 The aspect of cadre review shall be examined by a Committee consisting of two representatives from the Management, the JAC and the INTUC with a view to determine need for providing promotional channels as provided for in WRC report, which shall submit its report within a period of 6 months from the date of approval of this memorandum by the government.

19. HOUSE RENT RECOVERY

19.1 Standard rent wherever not fixed shall be determined as per established norms in respect of different types of staff quarters and licence fee recovered accordingly for which orders shall be issued separately. Till such time standard rent is fixed, deduction

of House Rent shall continue to be made on the Basic Pay existing as on 30.6.1986.

20. BONUS & PROVIDENT FUND DEDUCTION ON ARREARS PAYMENT

20.1 The payment of bonus on the arrears will be regulated in accordance with the provisions of Payment of Bonus Act, 1965 as amended from time to time.

20.2 The revised scales of pay shall be taken into account for the purpose of calculations of overtime from 1.4.1989 and TA/DA, Leave Encashment w.e.f. the date of signing of unit level settlement and past cases shall not be re-opened.

20.3 The employees' share of contribution to the Provident Fund w.e.f. 1.7.86 shall be deducted from the arrears payable and the Management shall also make its matching contributions w.e.f. 1.7.86.

21. IMPLEMENTATION/PAYMENT OF ARREARS

21.1 The Joint Note of Consensus is subject to the approval of the Govt. whereafter a corporate level settlement shall be signed alongwith identical unit level settlements and got registered with the concerned Labour Authorities under the Industrial Dispute Act, 1947.

21.2 Arrears due under such settlements will be disbursed within a period of one month from the date on which the identical unit level settlements are signed.

22. PERIOD OF SETTLEMENT AND EFFECTIVE DATE OF IMPLEMENTATION

22.1 The settlement sigend as per above consensus shall be binding for the preiod from the First Day of July Nineteen Hundred and Eighty Six (1.7.1986) to Thirtieth Day of September Nineteen Hundred and Ninty (30.9.90) and shall continue to remain binding thereafter till such time it is terminated by either of the parties by giving two months notice.

22.2 The existing facilities, privileges and amenities including benefits and concessions admissible to the employees shall continue provided the same have not been modified, withdrawn or substituted by this memorandum.

22.3 Except otherwise specified herein, this agreement is in full

and final settlement of all demands and issues incorporated in the charter of demands.

22.4 In case of such HCE Units where an industrial dispute is in existence on any matter covered in this Settlement, the same shall be deemed to have been resolved and a copy of this Settlement shall be filed by the parties immediately but not later than one month of the signing of Unit level settlement before the concerned Labour-cum-Conciliation Officer.

23. CONSIDERATION

23.1 This settlement is aimed at ensuring industrial peace and harmony, discipline and increased productivity and efficiency in the Corporation. The Management, the Unions and the employees recognise that well being of the employees and the efficiency and economic operations of the Corporation requires that there should be orderly and constructive relations between the Management and Unions and both sides should exercise proper restraint and good judgement to establish stable harmonious and meaningful relationship in a spirit of mutual cooperation and understanding.

23.2 It is realised by the parties that in order to provide the maximum possible opportunities to the employees for advancement, good working conditions and emoluments, the Corporation must endeavour to achieve optimum profitability and productivity. The Unions as party to this settlement assume joint responsibility in the attainment of these goals.

23.3 The Unions agree that they will co-operate with the Corporation and support its efforts to obtain a full day's work from the employees and that they will actively combat practices which restrict or adversely affect job performances. They further agree that they will support the Corporation in its efforts to eliminate wasteful practices thereby increasing the efficiency and to conserve materials, performance and to strengthen goodwill between the corporation, the unions and the employees.

23.4 During the operation of this Settlement no demand having monetary value/implication shall be made for any dispute raised in respect of matters settled by this Agreement by the JAC and INTUC Federation and their affiliated Unions.

23.5 The parties shall abide by the Settlement in true spirit.

In case there is any dispute regarding implementation of this Settlement or interpretation of any of its provisions the parties shall try to settle their differences through mutual discussions failing which they shall resort to the machinery prescribed under the Industrial Disputes Act.

23.6 Both parties agree to maintain cordial industrial relations and peace and harmony and to resolve all disputes in accordance with the provisions of the Industrial Disputes Act, 1947.

Signed on the day of 15th September, 1989 at New Delhi.

REPRESENTING MANAGEMENT

- | | |
|------------------------|------|
| 1. Shri B.K. Dhingra | sd/- |
| 2. Shri S.N. Sharma | sd/- |
| 3. Shri R.C. Verma | sd/- |
| 4. Shri S.P. Bhatia | sd/- |
| 5. Shri J.P. Ahluwalia | sd/- |
| 6. Shri C.S. Madan | sd/- |
| 7. Shri R.K. Ghai | sd/- |

REPRESENTING WORKMEN AND THEIR UNIONS

On behalf of J.A.C.

on behalf of INTUC Fedreation in

- | | | | |
|--------------------------|------|----------------------|------|
| 1. Sh. MM Gope | sd/- | Sh. SS Hans | sd/- |
| 2. Sh. M. Bandhyopadhyay | sd/- | Sh. Jag Mohan Anand | sd/- |
| 3. Sh. A.K. Talukdar | sd/- | Sh. J.S. Randhawa | sd/- |
| 4. Sh. P. Somanathan | sd/- | Sh. KK Bhattacharya | sd/- |
| 5. Sh. Satish Babu | sd/- | Sh. Niloy Mukerjee | sd/- |
| 6. Sh. Gopal Prashad | sd/- | Sh. Ashok Mukerjee | sd/- |
| 7. Sh. V. Ravindran | sd/- | Sh. T.G. Satish | sd/- |
| 8. Sh. B.V.V. Rao | sd/- | Sh. AK Sampath Kumar | sd/- |
| 9. Sh. S.S. Upadhyaya | sd/- | Sh. DK Bhattacharya | sd/- |
| 10. Sh. Himmat Changwal | sd/- | Sh. RP Gupta | sd/- |
| 11. Sh. Mathura Prasad | sd/- | Sh. Eric John Aikin | sd/- |
| 12. Sh. S.S. Potti | sd/- | Sh. Arun Shukla | sd/- |
| | | Sh. Ajay Sood | sd/- |

ANNEXURE-A

Column I S.No. Existing Scale of Pay	Column II Proposed Scale of pay w.e.f.1.7.86
1. 300-8-340-9-385-10-465	820-15-970-16-1050-17-1135
2. 310-9-355-10-425-11-480	830-16-990-17-1075-18-1165
3. 320-9-347-10-407-11-495	840-17-1010-18-1100-19-1195
4. 330-10-390-11-445-12-505	850-18-1030-19-1125-20-1225
5. 350-10-380-12-452-14-550	870-19-1060-20-1160-21-1265
6. 360-11-382-12-430-14-570	880-20-1080-21-1185-22-1295
7. 370-11-381-12-429-14-625	890-21-1100-22-1210-23-1325
8. 380-11-391-13-430-14-570-15-630	900-22-1120-23-1235-24-1355
9. 400-12-448-14-532-15-592-17-660	930-23-1160-24-1280-25-1405
10. 430-12-442-15-577-17-730	960-24-1200-25-1325-26-1455
11. 460-14-516-18-606-23-790	990-26-1250-28-1390-30-1540
12. 500-18-590-23-705-25-905	1040-30-1340-35-1515-40-1715
13. 550-25-600-30-960-35-995	1090-40-1490-45-1715-50-1965
14. 600-25-700-30-910-35-1025	1150-45-1600-50-1850-55-2125
15. 700-30-910-35-1085-40-1285	1260-50-1760-55-2035-60-2335

Column III Proposed scale of pay wef 1.4.89
1. 1020-15-1170-16-1250-17-1335
2. 1030-16-1190-17-1275-18-1365
3. 1040-17-1210-18-1300-19-1395
4. 1050-18-1230-19-1325-20-1425
5. 1070-19-1260-20-1360-21-1465
6. 1080-20-1260-21-1385-22-1495
7. 1090-21-1300-22-1410-23-1525
8. 1100-22-1320-23-1435-24-1555
9. 1130-23-1360-24-1430-25-1605
10. 1160-24-1400-25-1625-26-1655
11. 1190-26-1450-28-1590-30-1740
12. 1240-30-1540-35-1715-40-1915
13. 1290-40-1690-45-1915-50-2165
14. 1350-45-1800-50-2050-55-2325
15. 1460-50-1960-55-2235-60-2535

NOTE OF UNDERSTANDING

A memorandum of Understanding has been arrived at between the Management and Representatives of Joint Action Committee of Trade Unions and INTUC Federation on 15th September, 1989 regarding wage revision of Hotel Catering Establishment Units employees of ITDC.

2. A question has arisen whether ESI Contribution are payable on the amount of arrears likely to be due as per Memorandum of Understanding referred to above. After detailed discussions, it has been agreed between the parties that:

a) As requested by the Trade Unions, Management will not effect any recovery on account of ESI Contribution from the arrears due to the employees as per settlement signed in terms of Memorandum of understanding referred to above.

b) In case any such demand for payment of ESI Contributions is ever raised by the concerned authorities, Management shall be entitled to effect recovery of the employees' share of contributions on account of ESI from their wages in three equal instalments.

A N D

c) Workers' share of contributions alongwith Managements' part shall accordingly be remitted with the concerned authorities.

3. The Management agrees to help in the formation of Benevolent Fund Scheme on the same pattern as is existing for the employees of ITDC Headquarters in all HCE Units provided the Unions/Workers give their consent for the same.

4. Management also agrees to consider upward revision of amount of Group Insurance Scheme in consultation with the Unions on contributory basis i.e. subject to the Unions/Employees agreeing to the payment of employees' share for the same.

5. Management also agrees to review the introduction of Career Development Scheme for the operational and non-operational employees of HCE Establishments.

6. The Trade Unions agree to discuss with the Management the aspect of inter-Unit transferability of HCE employees and with a view to formulating a suitable transfer scheme.

7. The representatives of JAC and INTUC Federation as well as their affiliated unions undertake to abide by this Note of Understanding and shall not raise any dispute whatsoever in this regard.

NMDC

MEMORANDUM OF UNDERSTANDING REACHED BETWEEN THE MANAGEMENT OF NATIONAL MINERAL DEVELOPMENT CORPORATION LIMITED AND ITS WORKMEN REPRESENTED BY THE ALL INDIA NMDC WORKERS FEDERATION AND ITS AFFILIATED UNIONS AT HYDERABAD ON 22.8.1989.

The Memorandum of Settlement signed on 17th Sept. 1983 was valid upto 31.8.86. The All India NMDC Workers Federation and its affiliated Unions submitted a charter of demands vide their letters dated 27.10.86 and 23.12.86. The charter of demands was discussed on various dates by the Wage Sub-committee and at the corporate level Bipartite Committee and after protracted negotiations, it has been agreed that while the detailed settlement will be signed subsequently, the main terms of the settlement in full and final satisfaction of the charter of demands dated 27.10.86 and 23.12.86 would be as hereunder:

1. Scope & Coverage:

1.1 This new settlement shall cover all categories of workmen who are employees of National Mineral Development Corporation Limited.

1.2 The new settlement shall apply also to the daily rated workmen (excluding casual daily rated workmen) only to the extent provided for in clauses relating to their rate of wages, life coverage scheme, leave facilities, gratuity and CPF. In the case of muck cleaning piece-rated labour, the clauses relating to life coverage scheme, leave facilities, gratuity and CPF of this Agreement shall only be applicable as they are governed by separate terms of agreement for their wages etc.

2. The new Settlement would be valid upto 31.12.1991.

3. Both the parties recognise that NMDC should grow at a faster rate in order to meet the nation's economic needs. This would necessitate further intensification of efforts by both the parties to achieve financial viability of the Company and also to generate the required resources. To this end, the parties commit themselves to work together to attain higher levels of production, productivity and profitability. Joint efforts would be made continuously in the following areas:

- (a) Efficient handling of raw materials and reducing wastes.
- (b) Improvement in yields and reducing operating costs.
- (c) Procurement of materials at economic prices.

- (d) Reducing energy consumption.
- (e) Improving quality in all operations.
- (f) Improvement in house-keeping.
- (g) Necessary improvement in working conditions, health and safety of workers.
- (h) Continuously adopt better working practices.
- (i) Reducing unauthorised absenteeism.
- (j) Improving despatches.
- (k) Improving effective utilisation of all resources including human resources; and
- (l) Attain 95-100% of capacity utilisation in each project.

3.1 Redeployment, retraining consistent with skill dignity and earnings of employees would be necessary in the context of modernisation and adoption of new technologies with changing requirements of the Corporation.

3.2 The parties discussed in detail the ways and means of improving production and productivity in NMDC Mines. One of the areas identified is effective utilisation of shift hours. The parties will discuss the draft scheme already circulated at the project level and mutually settle it.

3.3 It is recognised by both the parties that discipline at all levels is essential for the smooth functioning of the Corporation. They, therefore, assure full co-operation for maintaining discipline and optimising production and productivity.

3.4 Based on the above parameters, each project/unit will mutually identify areas of wasteful practices and expenditures with a view to devising specific measures for increasing operational efficiency, production, productivity and reducing costs.

3.5 It is recognised by both parties that participative forums have an important and definite role to play in ensuring industrial harmony and improving productivity. The parties note that various bipartite forums on production and productivity are functioning and these participative forums at shop, plant and apex levels will be further activated and made effective with a view to giving a proper sense of direction to the efforts to increase productivity.

3.6 The provisions of the Settlement will be implemented faithfully and in a spirit of good-will by the management and workers.

3.7 The parties also hereby resolve that all disputes affecting industrial relations shall be discussed mutually and settled through peaceful and constitutional means.

4. Minimum wage:

The revised minimum wage for the lowest paid workman in the regular scale of pay, as on 1.1.1989 will be Rs.1550/- per month at an Index 810 of AICPI for Industrial Workers (base 1960=100).

Basic pay	.. Rs.1350-00
FDA	.. Rs.200-00
Total	Rs.1550-00

5. Wage Structure :

Wage Structure for the Workmen in the regular scale of pay would be revised as under with effect from 1.1.1989 :

Scales of pay

	Existing (Code No.)	Revised (Code No.)
N1	Rs.550-11-704	L1 1350-20-1630
N2	565-13-656-15-761	L2 1380-23-1541-27-1730
N3	585-16-697-18-823	L3 1415-28-1611-32-1835
N4	610-20-750-22-904	L4 1455-34-1693-40-1973
N5	645-26-827-28-1023	L5 1500-43-1801-50-2151
N6	655-28-851-32-1075	L6 1525-50-1875-53-2246
N7	690-32-914-34-1152	L7 1550-53-1921-60-2341
N8	720-38-986-41-1273	L8 1580-63-2021-70-2511
N9	760-39-1033-42-1327	L9 1620-70-2110-75-2635
N10	850-46-1172-48-1460	L10 1700-76-2156-82-2894

6. Dearness Allowance

6.1 From 1.1.89 fixed DA as given below at Index 810 (base 1960=100) of AICPI for industrial workers will be applicable to the workmen in the regular scale of pay :

Fixed Dearness Allowance Slabs : (w.e.f. 1st January 1989)

Payrange (Rs)	Amount (Rs)
Upto 1450	200
1451-1569	210
1570-1664	220
1665-1795	240
1796-1898	300
1899-1986	360
1987-2100	420
2101 & above	485

6.2 DA shall be revised every quarter according to the shift in AICPI for industrial workers (base 1960=100) as per the present practice.

6.3 The variable DA now termed as Adjustable DA (ADA) on AICPI index 810 as on 1.1.89 will be nil.

6.4 The recommendations of the Tripartite Committee set up by the Govt. of India in the matter of revision of the rate of DA in Public Sector Undertakings, as accepted by the Govt. of India will govern the payment of DA in the Corporation. Till then the existing practice of adjusting ADA @ Rs.1.65 per point shift in AICPI for Industrial Workers (Base 1960=100) will continue.

6.5 The workmen in the regular scales of pay governed by this understanding will be given an amount of Rs. 75/- per month in the adjustable DA from 1.9.86 to 31.12.88.

6.6 All workmen in the regular scale of pay will continue to draw their respective annual increments in the pre-revised scales of pay upto 31.12.88.

7. The existing system of stagnation increments will continue.

3. Interim relief:

Interim relief from 1.1.86 to 31.8.86 paid to the workmen in the regular scales of pay would not be recovered. IR paid from 1.9.86 to 31.12.88 would be adjusted in the wages.

9. All workmen in the regular scales of pay governed by this understanding and on rolls as on 31.12.88 in different scales of pay will be given a minimum guaranteed benefit of Rs.85/- per month plus an amount equal to one annual increment in the revised scale to be added to the total of basic + DA as on 31.12.88.

10. Fitment:

10.1 Workmen in the regular scale of pay will be fitted at a step in the corresponding revised grade nearest to their own rate of pay in the existing grade so that the minimum assured benefit received in the form of basic wage and dearness allowance together is not less than an amount of Rs.85/- and an amount equal to one increment in the respective revised grade as compared to the basic wage and dearness allowance together in the pre-revised grades on 1.1.89.

10.2 In case there is no such step in the revised grade after giving fitment benefit as above, all such workmen will be fitted at the next higher step.

10.3 Special increments, if any, granted to workmen will be paid separately.

11. House Building advance (HBA):

11.1 The amount of HBA will be increased from Rs.80,000/- to Rs.1 lakh effective from the date of signing of the agreement, other terms and conditions remaining the same.

11.2 The possibility and feasibility of extending House Building advance in areas outside Municipal limits and quantum of HBA in such cases, will be jointly discussed and finalised.

12. HRA & CCA for cities:

Wherever house rent allowance and city compensatory allowance are being paid to the workmen posted in cities, as a percentage of basic pay, the present practice will continue. Classification of cities for payment of such allowances shall be as notified by the Govt. of India from time to time.

13. House rent recovery & House rent allowance for projects:-

The existing practice as contained in clauses 4.3.1, 4.3.2, 4.3.3 of the settlement dated 17th Sept 1983 shall continue to be applicable for the workmen in the regular scale of pay. Workmen who are in occupation of Corporation accommodation shall not be eligible for payment of HRA. The existing rate of house rent recovery from the workmen shall continue.

14. Night shift allowance:

Night shift allowance at Rs.5/- per day of work will be paid to those workmen in the regular scale of pay who work from 2100/2200 hours to 0500/0600 hours w.e.f. 1.1.89.

15. Transport subsidy:

Existing practice as per provisions of wage settlement dated 17.9.83 shall continue. However, the same shall be mutually discussed and rationalised.

16. Special compensatory allowance:

Recognising the hardship faced by employees residing at hill top colonies of Bailadila-14 and Bailadila-5, the workmen in regular scale of pay residing either in the accommodation provided by the Corporation at the hill top colony or those identified to be residing at hill top colony, by making their own arrangements, the following reimbursement shall be sanctioned to compensate for their hardships, w.e.f. 1.8.89:

Workmen in the scale of N1 to N5 Rs.60/-p.m.

Workmen in the scale of N6 and above Rs.75/-p.m.

Payment shall be made subject to the condition that the workman

has put in 25 days attendance in a month inclusive of sanctioned leave (other than EOL, weekly rest days and paid holidays). This benefit shall not be admissible to a workman who remains absent unauthorisedly on any day during the month. This payment shall not count for any purpose whatsoever.

17. Pension scheme:

Pension scheme shall be discussed mutually and finalised based on similar lines of such pension scheme of other public sector undertakings.

18. Mining Allowance/Construction Allowance/Feasibility Allowance:

It is agreed to rationalise the present quantum of such allowance payable to the workmen based on pay ranges in such a way that the quantum of mining allowance payable shall not be more than Rs.75/- p.m. and the quantum of construction allowance and feasibility allowance shall not exceed Rs.150/- p.m. effective from 1.1.89. Panna Special Compensatory Allowance shall also be termed as Mining Allowance, with effect from 1.1.1989.

19. CPF:

Existing provisions of the rules shall continue. However, the rate of contribution shall be increased to 10% subject to Govt. approval.

20. Protection of existing benefits:

Clauses No. 6, 7.1, 7.2, 7.3, 7.4, 7.5, 7.7, 7.8.1, 7.8.2, 7.8.3, 7.8.5, 7.8.6 and 7.9 of the settlement dated 17.9.83 shall continue to be in operation.

21. The management shall not be required to make higher payment in respect of such items which are not covered by this understanding merely because of increase in basic pay due to revision of such scale of pay.

22. There will be no retrospective payment or recovery in respect of items other than those specifically mentioned in the understanding.

23. Implementation of the Understanding:

This Understanding is reached in full and final satisfaction of the demands contained in the charter of demands dated 27.10.86 and 23.12.86. During the operation of the settlement, no demand having monetary value/implication shall be made nor any

dispute raised in respect of matters settled by the federation/affiliated Unions.

24. The provision of this Memo. of understanding will be implemented after it is converted into a Memo. of Settlement under Section 12(3) of the ID act, 1947.

MEMORANDUM OF UNDERSTANDING REACHED BETWEEN THE NMDC LTD AND ITS WORKMEN REPRESENTED BY THE AI NMDC WF AND ITS AFFILIATED UNIONS AT HYDERABAD ON 22nd AUGUST, 1989:

The All India NMDC workers Federation and its affiliated Unions submitted a charter of demands vide their letters dated 27.10.86 and 23.12.86. The charter of demands was discussed at the corporate level bipartite committee on various dates and after protracted negotiations, a Memorandum of Understanding was signed covering revision of wages and other allied matters. In respect of other demands as contained in the above said charter of demands, the following understanding is reached in full and final settlement of all the demands to the mutual satisfaction.

1. Muster Roll Workmen:

1.1 It is agreed to increase the wages of daily-rated workmen (excluding casual daily rated workmen) who are on the rolls of the Corporation as on 1.1.89 to Rs.25/- per day w.e.f. 1.1.89, with an annual increase of Re.1/- per day. No other allowance/benefit shall be admissible to them other than those specifically granted/provided for.

1.2 Some of the daily rated workmen of Diamond Mining Project, Panna, have approached the Hon'ble Court of Law in respect of their wages/regularisation and thus the matter is sub-judice. Since the matter is sub-judice, it is agreed that extension of benefit of revised wages under this Memo. of understanding to those workmen will be decided in terms of the decision of the Hon'ble Court in the matter.

1.3 Depending upon the needs and requirements of the Corporation the existing daily rated workmen will be considered for regularisation. For regularisation for jobs other than those in which they are engaged on daily wages, they should fulfil the job specifications and necessary tests, if any, for the posts for which they are considered.

2. Local Travelling Expenses:

Reimbursement of LTE shall be made to the workmen in the regular scale of pay who are required to possess and maintain moped/scooter/motor-cycle for discharge of their duties at the following rates subject to their fulfilling other rules/regulations prescribed in this regard w.e.f. Aug 1989:

For moped : Rs.80/-p.m.

For scooter/moter-cycle: Rs.150/-p.m.

Workmen claiming reimbursement of LTE as mentioned above shall not be entitled to get transport subsidy nor shall they utilise company's transport.

3. Encashment of LTC:

The existing rules governing LTC shall continue. Such of the workmen in the regular scale of pay who are eligible for grant of LTC shall be allowed to encash their LTC admissible for visiting any place in India once in a block of 4 years as under:

75% of 1600 KMs. each way for self and actual entitled number of dependents of the family subject to maximum of 5 full tickets only by the entitled class of train fare from the block year commencing from 1990 onwards.

However, the existing practice of reimbursement of full expenses subject to fulfilling other conditions as per the LTC rules shall continue.

Workmen shall have the option either for encashment of LTC as mentioned above or for claiming actual expenses as provided in clause above for the whole family of entitled members.

LTC reimbursement for visiting home town or equivalent distance of home town or 750 KMs under LTC scheme once in a block of 2 years shall continue as per the rules and this concession shall not be available for encashment and the employees shall not be eligible for encashment for part of the family members and reimbursement of actual expenses for part of the members.

4. Conveyance Advance:

Existing rules shall remain unchanged. However, entitlement and quantum of advance payable shall be as under:

Workmen in the pay scales of N1 and N2 shall be entitled to an advance of Rs.600/- for purchase of a cycle.	or actual cost whichever is less
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Workmen in the pay scales of N3, N4 & N5 shall be entitled to an advance	-do-
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upto Rs.600/- for purchase of a cycle or or actual cost
Rs.4500/- for purchase of a moped. whichever is less
Workmen in the scale of N6 and above
shall be entitled to an advance upto
Rs.9000/- for purchase of scooter/motor-cycle
of Rs.4500/- for purchase of moped.

5. Washing Allowance :

Rate of washing allowance to the workmen in the regular scale of pay shall be Rs.20/- p.m. w.e.f. 1.1.89. This shall be applicable for the Nursing Staff also. The Special Allowance for Nursing Staff is hereby withdrawn.

6. Festival Advance :

Existing practice shall continue.

7. Educational scheme :

Existing provisions for payment of CEA/reimbursement of tuition fee and annual charges/study advance/scholarships shall continue.

8. Retirement Award :

Existing practice shall continue.

9. Leave, leave facilities, holidays, leave quantum & Accumulation/leave encashment :

Existing practice shall continue.

10. Life coverage scheme :

Existing practice shall continue.

11. Medical facilities :

Existing practice shall continue.

12. Gratuity :

Existing provisions of the settlement/rules shall continue. However, the maximum amount of gratuity payable shall be revised in accordance with guidelines issued by Govt.

13. Benevolent Fund Scheme :

Existing Provision shall continue.

14. Service-linked advancement scheme/review of promotion

channel/Formulation of promotion policy/Grant of Spl. increment for acquiring higher qualification:

Provisions of chapter-IV of settlement dated 30.10.71 and 23.8.80 as modified by subsequent settlements and other changes that may be agreed to by the parties will continue to be in force.

15. Group Accident Insurance Scheme/Voluntary Retirement Scheme/Lunch and tea subsidy:

Existing scheme shall continue.

16. Uniforms:

Existing practice shall continue. However, for the Nursing staff the amount of Rs.57.50 p.m. presently being paid as Spl. Allowance shall continue to be paid to them as reimbursement in lieu of provision of uniforms. They shall be required to be in the required uniform during working hours at their own expenses as at present.

17. Sports & cultural activities:

The corporation will make all endeavours to encourage such activities in the corporation.

18. Electricity charges:

The existing provisions of settlement dated 23.8.80 shall continue.

It is noted that electricity meters in temporary accommodation in some of the projects have not been installed. The parties also feel that there is a need for controlling consumption of electricity in the temporary accommodation where no electricity meters have been installed. In order to regulate extravagant consumption of electricity, the parties will evolve scheme/steps at projects level and take effective measures to eliminate wastage of electricity.

19. Implementation of the Understanding:

This understanding is reached in full and final satisfaction of the demands contained in the charter of demands dated 27.10.86 and 23.12.86. During the operation of the settlement, no demand having monetary value/implication shall be made nor any dispute raised in respect of matters settled by the Federation/affiliated Unions.

ONGC

MEMORANDUM OF SETTLEMENT

(Under Section 18(1) read with Section 2(p) of Industrial Disputes Act 1947 and Rule 58(4) of the Industrial Dispute (Central) Rules 1957.

REPRESENTING THE PARTIES

Representing Management:

OIL AND NATURAL GAS COMMISSION

Col.S.P. Wahi
Chairman

Representing Workmen:

1. Petroleum employees Union, Bombay

1. Shri Raja Kulkarni
President
2. Shri A.A.Solkar
Gen. Secy.

2. ONGC Employees Union, Ahmedabad

1. Shri Y.N.Singh Chauhan
Gen. Secy.

3. ONGC Employees Mazdoor Sabha, Baroda

1. Shri Sanat Mehta,
President
2. Shri J.C. Vyas,
Gen. Secy.

4. ONGC Workers' Union, Tripura Project, Agartala.

1. Shri Ajoy Biswas,
President
2. Shri P.K.Aich,
Gen. Secy.

5. ONGC Employees Association, Ankleshwar

1. Shri C.S.Nair
Gen. Secy.

6. National Union of ONGC Employees, Dehradun

1. Shri D.N.Dhawan
President
2. Shri Shukul Chand,
Gen. Secy.

7. ONGC Workmen's Association, Calcutta

1. Shri P.C. Dalai,

President

2. Shri Sunit Kr. Ghosh,
Secretary

8. ONGC Workers' Association, Sibsagar

1. Shri Promode Gogoi,
President
2. Shri A.C. Hazarika,
Gen. Secy.

SHORT RECITAL OF THE CASE

1. The Memorandum of Settlement - 1983 between the Oil & Natural Gas Commission and its Employees' Unions/Associations was effective for four years from April 1, 1983 to March 31, 1987. According to Clause 16.3 of the said Memorandum of Settlement, it was open to the Unions to submit fresh charter of demands within 6 months before the expiry of that Settlement. In pursuance, the Unions/Associations submitted their charter of demands so that the Commission may consider the same and start negotiations for a renewed Settlement.

2. The demands for wage revision were received from the following recognised Unions/Associations (hereinafter mentioned as the 'Unions'):

- (i) Petroleum Employees Union, Bombay, on behalf of:
 - (a) National Union of ONGC Employees, Dehradun;
 - (b) ONGC Employees Union, Ahmedabad;
 - (c) ONGC Employees Association, Ankleshwar;
 - (d) ONGC Purbanchal Employees Association, Sibsagar;
- (ii) ONGC Employees Mazdoor Sabha, Baroda;
- (iii) ONGC Employees' Association, Calcutta;

And

ONGC Workers; Union, Tripura Project, Agartala.

- (iv) ONGC Workers' Association, Sibsagar.

3. Negotiations were held with the Unions' representatives on various dates and as a result of these protracted negotiations between the Management and the Unions representatives, the following Settlement has been arrived at between the parties today, the 14th July, 1989 at New Delhi.

TERMS OF SETTLEMENT

1. SCALES OF PAY

1.1 The revised scales of pay after merging existing Interim Relief and Dearness Allowance upto 608 points of the AICPI Index, with enhanced rates of increments shall be as under:-

PAY SCALES

SI.NO. Existing		Span Revised		Span
1.	2.	3.	4.	5.
1.	Rs.400-10-460-12-520-15-550/-	13	Rs.1156-25-1306-30-1456-35-1526/-	13
2.	Rs.430-10-460-12-520-15-640-20-700-25-750/-	21	Rs.1181-25-1306-30-1456-35-1666-40-1786-50-1886/-	21
3.	Rs.490-15-580-20-700-25-850-30-880/-	19	Rs.1256-25-1306-30-1456-35-1666-40-1786-50-1936/-	19
4.	Rs.550-15-580-20-700-25-850-30-1000-40-1080-50-1130/-	22	Rs.1306-30-1456-35-1666-40-1786-50-1986-60-2106-70-2246/-	22
5.	Rs.700-25-850-30-1000-40-1080-50-1430/-	20	Rs.1456-35-1666-40-1786-50-1986-60-2106-70-2386-80-2706/-	23
6.	Rs.725-25-850-30-1000-40-1080-50-1480/-	20	Rs.1526-35-1666-40-1786-50-1986-60-2106-70-2386-80-2706-90-2886/-	23

1.2 The revised scales of pay shall be effective from april 1, 1987 and shall replace the scale of pay existing prior to that date. The revised scales of pay will be linked to the All India Working Class Consumer Price Index 608 (Simla series with base year 1960=100) hereinafter referred to as 'CPI'.

2. FITMENT FORMULA:

2.1 The pay of each existing employee in the revised scale of pay shall be fixed in the following manner:-

(i) To the basic pay as on 31.3.1987 in the existing scale of pay, the following amounts will be added:-

(a) Variable Dearness Allowance of Rs.571/- payable at CPI 608;

(b) Interim Relief being paid as per Central Govt. orders as on 31st March, 1987, at the following rates:-

Upto Rs.700/-	Rs. 100/-
Rs. 701 to Rs. 1000/-	Rs. 120/-
Rs. 1001 to Rs. 1100/-	Rs. 180/-
Rs. 1101 to Rs. 1200/-	Rs. 240/-
Rs. 1201 to Rs. 1300/-	Rs. 360/-
Rs. 1301/- and above	Rs. 420/-

However, in the case of employees who have moved from one I.R. slab as admissible on April 1, 1987 to next I.R. slab between that date and January 1, 1989 the additional I.R. thus paid will be protected by merger from that date during the period of the Settlement.

(c) An adhoc benefit of Rs. 80/-

(ii) The pay in the revised scale of pay then shall be fixed at the same stage, if available, otherwise at the next higher stage.

(iii) To the amount so arrived at, one increment in the revised scale of pay at the relevant stage, will be added.

2.2 Fitment to be made as above in the revised scales of pay shall be as indicated in Annexure 'A-1' to 'A-6'.

2.3 In case an employee reaches the maximum of the revised scales of pay after fixation during the currency of this Settlement, he may be granted an additional increment, as personal pay, at the rate of last drawn increment, in the second anniversary of the date of increment last earned. Only one such stagnation increment shall be admissible during the currency of this Settlement.

3. DATE OF INCREMENT

3.1 The date of increment of the employees will continue to be 1st January, as at present.

3.2 Other terms and conditions for grant of increment shall continue to be same as are laid down in the ONGC (Pay and Allowance) Regulations, 1972.

4. DEARNESS ALLOWANCE

4.1 Variable Dearness Allowance shall accrue and be payable/adjustable @ Rs. 1.65 per point rise or fall in the All India Consumer Price Index above 608 CPI (Simla Series with base year 1960=100)

4.2 The Variable Dearness Allowance shall be revised every quarter and be paid from 1st October, 1st January, 1st April, and 1st July on the basis of CPI for the preceding quarters, April-June, July-September, October-December and January-March, respectively.

4.3 In determining the average price indices, decimals below 0.5 shall be ignored and decimal of 0.5 and above shall be rounded off to the next integer.

4.4 In case the Government of India orders any revision either in the rate or in the pattern of Dearness Allowance for Central Public Sector Undertaking employees covered by the existing industrial Dearness Allowance formula in the light of the recommendations made by the Tripartite Committee, the same would be made applicable to the employees of ONGC covered under this Settlement on the same rate, the same pattern and with effect from the same date as the Government may order any such revision, in case it is not adverse.

5. DRILLING ALLOWANCE (FIXED):

5.1 The Drilling Allowance payable on 1.1.1989 in the Pre-revised basic pay shall be converted into 'Fixed Amount'.

5.2 Wherever an employee gets an increment/promotion to higher scale during the period of this Settlement, he will draw the fixed amount linked to the pre-revised basic pay as per details shown in Annexure 'A-7'.

5.3 Employees appointed on or after January 1, 1989, will also be eligible to and be paid this Fixed Amount at the minimum of the pre-revised scale of pay of the post to which they have been appointed.

5.4 The employees getting this fixed amount will not be entitled to City Compensatory Allowance.

5.5 This FIXED AMOUNT will not count for the purpose of payment of any allowance/benefit.

6. PERFORMANCE AND PRODUCTIVITY ALLOWANCE:

6.1 An adhoc fixed amount of Rs.40/- per month to be called as 'Performance & Productivity Allowance' will be paid to all employees covered under this Settlement with effect from April 1, 1987 in the light of impressive productivity and performance of ONGC.

6.2 This amount will not count for the purpose of payment of any other allowance/benefit.

6.3 This will also not have any bearing on the existing Incentive Scheme.

7. HARD DUTY ALLOWANCE:

7.1 The pay ranges and the amount of Hard Duty Allowance payable to eligible employees shall stand revised as per Annexure 'A-8'.

7.2 The other terms and conditions of eligibility for payment of this allowance shall remain unchanged.

7.3 This will be effective from April 1, 1987.

8. OPERATIONAL ALLOWANCE:

8.1 The Operational Allowance shall continue to be paid as per existing terms and conditions on the revised basic pay as per following rates:-

Rates	
Existing	Revised
(i) 5%	7.5%
(ii) 7.5%	10%

8.2 Employees working on 14 days 'ON' and 'OFF' shift pattern on ONLAND and eligible for Operational Allowance shall be entitled to Operational Allowance at the revised rate of 12.5%.

8.3 Other terms & conditions for eligibility/payment of this allowance shall remain unchanged.

8.4 This will be effective from April 1, 1987.

9. HOUSE RENT ALLOWANCE:

9.1 Rates of House Rent Allowance wherever revised are as under:

Rates	
Existing	Revised
10%	15%
15%	17.5%
Delhi, Calcutta, 25% Madras.	30%

9.2 These revised rates are effective from 1.1.1989. Rates for other areas will remain same as on 31.3.1987.

9.3 House Rent Allowance at revised rates will be payable on the (revised basic pay minus Rs.100/-) with effect from 1.1.1989.

9.4 For the period 1.4.1987 to 31.12.1988, the HRA will be paid on the (revised basic pay minus Rs.100/-) at the rates existing on 31.3.1987.

9.5 Other terms and conditions for payment of House Rent Allowance shall remain unchanged.

10. HOUSE RENT RECOVERY:

10.1 The rate of recovery of rent for the residential family accommodation provided to the employees by the Commission are revised as under:-

Rates	
Existing	Revised
5% of (basic pay + IR)	5% on (revised basic pay minus Rs.400/-)
7.5% of (basic pay + IR)	7.5% on (revised basic pay minus Rs.500/-)

10.2 Other terms and conditions for recovery of House Rent shall remain unchanged.

10.3 No additional recovery due to revision of pay scales will be

effected of any amount under-recovered from any employee for the period from the April 1, 1987 to April 30, 1989.

10.4 These rates are applicable w.e.f. May 1, 1989.

11. GUN ALLOWANCE:

11.1 The existing rate of Gun Allowance of Rs. 5/- per month to eligible employees shall be increased to Rs.25/- per month with effect from April 1, 1987.

11.2 The other existing terms and condition for payment of this allowance remain unchanged.

12. CASH HANDLING ALLOWANCE:

12.1 The existing rates of Cash Handling Allowance to eligible employees shall be revised as under with effect from April 1, 1987:

Existing rate per month Rs.	Revised rate per month Rs.
40.00	100.00
69.00	125.00

12.2 The other existing terms and conditions for payment of this allowance remain unchanged.

13. MONETARY CEILINGS:

13.1 All existing monetary rates/ceilings of pay for eligibility in respect of various welfare facilities/ advances/ entitlements shall be correspondingly linked to the revised basic pay (as per annexure 'A-9') and there shall be no increase in such benefits due to revision of scales.

13.2 In lieu of all existing interest free advances/loans, like Food grain Advance, Festival Advance, Fan Advance, LPG Advance, Food Advance etc., the employees will be entitled to a lump-sum interest free advance/loan of Rs.2000/-, once in a calendar year, recoverable in 10 equal continuous, monthly instalments. Second advance would be admissible only after the first advance is fully recovered.

13.3 In addition to above, wherever pay ceilings/slabs exist in the existing allowances/ welfare facilities/ regulations not specifically mentioned in the Settlement, the same shall stand revised to their corresponding pay ceilings/slabs in the revised scales.

14. CONTRIBUTORY PROVIDENT FUND (CPF)

14.1 In the event of the Government of India approving the rate of contribution to Contributory Provident Fund by both the em-

ployees and the employer to 10% of Pay plus Dearness Allowance from the existing 8.1/3 percent, such increase shall be implemented from the date, as per the Government orders.

15. APPLICABILITY:

15.1 This Settlement shall apply to all categories of regular employees employed in any of the existing scales of pay mentioned in Clause 1.1 hereof.

15.2 Fresh entrants joining the service of the Commission on April 1, 1987, or thereafter, shall be deemed to have been appointed in the revised scale of pay with effect from the date of appointment and their pay will be fixed at the minimum of the revised scale. Benefit of advance increment(s), if any, given on initial appointment shall be taken into account at the time of fixing pay in the revised scale of pay in such a manner that there is no decrease in pay on re-fixation in the revised scale.

16. PAYMENT/RECOVERY OF ARREARS:

16.1 Arrears wherever payable/recoverable, arising out of this Settlement, shall be paid/recovered within 45 days of the signing of this Settlement.

16.2 Arrears of pay and allowances arising as a result of this Settlement shall be payable/recoverable in respect of the following, unless, otherwise specified in the Settlement:

Pay, Interim Relief, House Rent Allowance, Hard Duty Allowance, Performance and Productivity Allowance, City Compensatory Allowance, Composite Hill Compensatory Allowance, Remote Locality Allowance, Operational Allowance, Gun Allowance, Cash Handling Allowance, Gratuity, Provident Fund, Bonus.

16.3 Employees who have ceased to be in the service of the Commission on any day after April 1, 1987, shall be paid arrears, if any, admissible to them on account of this Settlement upto the date they ceased to be the employee of the Commission.

16.4 No other arrears shall arise as a result of this Settlement, save what is mentioned above.

16.5 The payments made on account of Interim Relief and allowances thereon for the period from 1.4.87 to-date shall be adjusted against the arrears payable under the Settlement.

17. PERIOD OF SETTLEMENT:

17.1 This Settlement will be effective from April 1, 1987 to 31st March 1991, and shall be in full and final Settlement of all the

demands, relating to revision of pay, allowances and special pay to employees including introduction of new allowances and special pay, made by the Unions. None of the said demands or matters arising therefrom shall be reopened, nor any fresh demands will be made by the Unions during the currency of this Settlement.

17.2 It shall be open to the Unions to submit fresh Charter of demands, if any, but not before six months from the scheduled date of expiry of this Settlement.

17.3 The Commission agrees to consider and start negotiations on the demands which may be received from the Unions within the time stipulated in Clause 17.2 above. No demand, which relates to the period covered by the present Settlement shall, however, be entertained.

18. HARMONIOUS INDUSTRIAL RELATIONS & PRODUCTIVITY:

18.1 The Unions agree that discipline at all levels is of utmost importance for smooth functioning of the organisation and for improving productivity of the employees. They, therefore, assure full co-operation to the management in maintaining discipline, and in their efforts, to improve productivity of employees. Indiscipline of any kind will not be compromised at any cost.

18.2 The Commission and the Unions also agree to cooperate in:—

- i) minimising overtime;
- ii) creating healthy climate for industrial relations, promoting efficiency all around and making every effort to increase productivity; and
- iii) ensuring high level of performance, consistent with safety, health, environment inputs & sustained efforts to achieve not only the targets of production, but also improve upon them.

19. IMPLEMENTATION/INTERPRETATION OF SETTLEMENT:

19.1 The Commission and Unions agree to abide by this Settlement faithfully, in a spirit of goodwill.

19.2 In case of any dispute regarding implementation of this Settlement or interpretation of any of its provisions, both parties agree to resolve their differences through mutual negotiations.

ANNEXURE 'A-1'

(Para 2.2)

Existing Scale: Rs.400-10-460-12-520-15-550

(13)

Revised Scale: Rs.1156-25-1306-30-1456-35-1526

(13)

Stage	Existing Pay	DA mer-ger @ 608 CPI	I.R. + Addl. benefit	Total	Pay in revised scale	One in-crement	Pay fixed
1.	2.	3.	4.	5.	6.	7.	8.
1	400	571	180	1151	1156	25	1181
2	410	571	180	1161	1181	25	1206
3	420	571	180	1171	1181	25	1206
4	430	571	180	1181	1181	25	1206
5	440	571	180	1191	1206	25	1231
6	450	571	180	1201	1206	25	1231
7	460	571	180	1211	1231	25	1256
8	472	571	180	1223	1231	25	1256
9	484	571	180	1235	1256	25	1281
10	496	571	180	1247	1256	25	1281
11	508	571	180	1259	1281	25	1306
12	520	571	180	1271	1281	25	1306
13	535	571	180	1286	1306	30	1336
14	550	571	180	1301	1306	30	1336

ANNEXURE 'A-2'

(Para 2.2)

Existing Scale: Rs.430-10-460-12-520-15-640-20-700-25-750 (21)

Revised Scale: Rs.1181-25-1306-30-1456-35-1666-40-1786- (21)
50-1886

Stage	Existing Pay	DA mer-ger @ 608 CPI	I.R. + Addl. benefit	Total	Pay in revised scale	One in-crement	Pay fixed
1.	2.	3.	4.	5.	6.	7.	8.
1	430	571	180	1181	1181	25	1206
2	440	571	180	1191	1206	25	1231
3	450	571	180	1201	1206	25	1231
4	460	571	180	1211	1231	25	1256
5	472	571	180	1223	1231	25	1256
6	484	571	180	1235	1256	25	1281
7	496	571	180	1247	1256	25	1281
8	508	571	180	1259	1281	25	1306
9	520	571	180	1271	1281	25	1306
10	535	571	180	1286	1306	30	1336
11	550	571	180	1301	1306	30	1336
12	565	571	180	1316	1336	30	1366
13	580	571	180	1331	1336	30	1366
14	595	571	180	1346	1366	30	1396

15	610	571	180	1361	1366	30	1396
16	625	571	180	1376	1396	30	1426
17	640	571	180	1391	1396	30	1426
18	660	571	180	1411	1426	30	1456
19	680	571	180	1431	1456	35	1491
20	700	571	180	1451	1456	35	1491
21	725	571	200	1496	1526	35	1561
22	750	571	200	1521	1526	35	1561

ANNEXURE 'A-3'

(Para 2.2)

Existing Scale : Rs.490-15-580-20-700-25-850-30-880 (19)

Revised Scale : Rs.1256-25-1306-30-1456-35-1666-40-1786- (19)
50-1936

Stage	Existing Pay	DA mer-ger @ 608 CPI	I.R. + Addl. benefit	Total	Pay in revised scale	One-in-crement	Pay fixed
1.	2.	3.	4.	5.	6.	7.	8.
1	490	571	180	1241	1256	25	1281
2	505	571	180	1256	1256	25	1281
3	520	571	180	1271	1281	25	1306
4	535	571	180	1286	1306	30	1336
5	550	571	180	1301	1306	30	1336
6	565	571	180	1316	1336	30	1366
7	580	571	180	1331	1336	30	1366
8	600	571	180	1351	1366	30	1396
9	620	571	180	1371	1396	30	1426
10	640	571	180	1391	1396	30	1426
11	660	571	180	1411	1426	30	1456
12	680	571	180	1431	1456	35	1491
13	700	571	180	1451	1456	35	1491
14	725	571	200	1496	1526	35	1561
15	750	571	200	1521	1526	35	1561
16	775	571	200	1546	1561	35	1596
17	800	571	200	1571	1596	35	1631
18	825	571	200	1596	1596	35	1631
19	850	571	200	1621	1631	35	1666
20	880	571	200	1651	1666	40	1706

ANNEXURE 'A-4'

(Para 2.2)

Existing Scale : Rs.500-15-580-20-700-25-850-30-1000-40-1080-50-1130/- (22)

Revised Scale : Rs.1306-30-1456-35-1666-40-1786-50-1986-60-2106-70-2246 (22)

Stage	Existing Pay	DA mer-ger@ 608 CPI	I.R. + Addl. benefit	Total	Payin revised scale	Onein-crement	Pay fixed
1.	2.	3.	4.	5.	6.	7.	8.
1	550	571	180	1301	1306	30	1336
2	565	571	180	1316	1336	30	1366
3	580	571	180	1331	1336	30	1366
4	600	571	180	1351	1366	30	1396
5	620	571	180	1371	1396	30	1426
6	640	571	180	1391	1396	30	1426
7	660	571	180	1411	1426	30	1456
8	680	571	180	1431	1456	35	1491
9	700	571	180	1451	1456	35	1491
10	725	571	200	1496	1526	35	1561
11	750	571	200	1521	1526	35	1561
12	775	571	200	1546	1561	35	1596
13	800	571	200	1571	1596	35	1631
14	825	571	200	1596	1596	35	1631
15	850	571	200	1621	1631	35	1666
16	880	571	200	1651	1666	40	1706
17	910	571	200	1681	1706	40	1746
18	940	571	200	1711	1746	40	1786
19	970	571	200	1741	1746	40	1786
20	1000	571	200	1771	1786	50	1836
21	1040	571	260	1871	1886	50	1936
22	1080	571	260	1911	1936	50	1986
23	1130	571	320	2021	2046	60	2106

ANNEXURE 'A-5'
(Para 2.2)

Existing Scale : Rs.700-25-850-30-1000-40-1080-50-1430 (20)

Revised Scale : Rs.1456-35-1666-40-1786-50-1986-60-2106-70-2386-80-2706 (23)

Stage	Existing Pay	DA mer-ger@ 608 CPI	I.R. + Addl. benefit	Total revised	Payin revised scale	Onein-crement	Pay fixed
1.	2.	3.	4.	5.	6.	7.	8.
1	700	571	180	1451	1456	35	1491
2	725	571	200	1496	1526	35	1561
3	750	571	200	1521	1526	35	1561
4	775	571	200	1546	1561	35	1596
5	800	571	200	1571	1596	35	1631
6	825	571	200	1596	1596	35	1631
7	850	571	200	1621	1631	35	1666
8	880	571	200	1651	1666	40	1706
9	910	571	200	1681	1706	40	1746

10	940	571	200	1711	1746	40	1786
11	970	571	200	1741	1746	40	1786
12	1000	571	200	1771	1786	50	1836
13	1040	571	260	1871	1886	50	1936
14	1080	571	260	1911	1936	50	1986
15	1130	571	320	2021	2046	60	2106
16	1180	571	320	2071	2106	70	2176
17	1230	571	440	2241	2246	70	2316
18	1280	571	440	2291	2316	70	2386
19	1330	571	500	2401	2466	80	2546
20	1380	571	500	2451	2466	80	2546
21	1430	571	500	2501	2546	80	2626

ANNEXURE 'A-6'

(Para 2.2)

Existing Scale: Rs.725-25-850-30-1000-40-1080-50-1480 (20)

Revised Scale:Rs.1526-35-1666-40-1786-50-1986-60-2106-70-2386-80-2706-90-2886 (23)

Stage	Existing Pay	DAmer-ger@ 608 CPI	I.R. + Addl. benefit	Total	Payin revised scale	Onein-crement	Pay fixed
1.	2.	3.	4.	5.	6.	7.	8.
1	725	571	200	1496	1526	35	1561
2	750	571	200	1521	1526	35	1561
3	775	571	200	1546	1561	35	1596
4	800	571	200	1571	1596	35	1631
5	825	571	200	1596	1596	35	1631
6	850	571	200	1621	1631	35	1666
7	880	571	200	1651	1666	40	1706
8	910	571	200	1681	1706	40	1746
9	940	571	200	1711	1746	40	1786
10	970	571	200	1741	1746	40	1786
11	1000	571	200	1771	1786	50	1836
12	1040	571	260	1871	1886	50	1936
13	1080	571	260	1911	1936	50	1986
14	1130	571	320	2021	2046	60	2106
15	1180	571	320	2071	2106	70	2176
16	1230	571	440	2241	2246	70	2316
17	1280	571	440	2291	2316	70	2386
18	1330	571	500	2401	2466	80	2546
19	1380	571	500	2451	2466	80	2546
20	1430	571	500	2501	2546	80	2626
21	1480	571	500	2551	2626	80	2706

ANNEXURE 'A-7'

RATE OF FIXED AMOUNT

(Vide Clause 5 of the Settlement)			
Existing basic pay	Revised basic pay	Fixed Amount	
		Normal areas	Assam, Tripura & Sand Dune Areas
Rs.	Rs.	Rs.	Rs.
400	1156	80.00	110.00
410	1181	82.00	112.75
420	1181	84.00	115.50
430	1181	86.00	118.25
440	1206	88.00	121.00
450	1206	90.00	123.75
460	1231	92.00	126.50
472	1231	94.40	129.80
484	1256	96.80	133.10
490	1256	98.00	134.75
496	1256	99.20	136.40
505	1256	101.00	138.87
508	1281	101.60	139.70
520	1281	104.00	143.00
535	1306	107.00	147.12
550	1306	110.00	151.25
565	1336	113.00	155.37
580	1336	116.00	159.50
595	1366	119.00	163.62
600	1366	135.00	185.00
610	1366	135.00	185.00
620	1396	135.00	185.00
625	1396	135.00	185.00
640	1396	135.00	185.00
660	1426	135.00	185.00
680	1456	135.00	185.00
700	1456	170.00	230.00
725	1526	170.00	230.00

ANNEXURE 'A-7'

Existing basic pay	Revised basic pay	Fixed Amount	
		Normal areas	Assam Tripura & Sand Dune Areas
Rs.	Rs.	Rs.	Rs.
750	1526	170.00	230.00
775	1561	170.00	230.00
800	1596	170.00	230.00
825	1596	170.00	230.00
850	1631	170.00	230.00
880	1666	170.00	230.00

910	1706	170.00	230.00
940	1746	170.00	230.00
970	1746	170.00	230.00
1000	1786	170.00	230.00
1040	1886	208.00	286.00
1080	1936	216.00	297.00
1130	2046	226.00	310.75
1180	2106	236.00	324.50
1230	2246	246.00	338.25
1280	2316	256.00	352.00
1330	2466	266.00	365.75
1380	2466	276.00	379.50
1430	2546	286.00	393.25
1480	2626	296.00	407.00

ANNEXURE 'A-8'

HARD DUTY ALLOWANCE

(Vide clause 7 of the Settlement)

Existing Basic pay	Revised Basic pay	Existing Amount	Revised Amount
Rs.	Rs.	(Rs./month)	(Rs./month)
400-500	1156-1255	127.50	250.00
501-600	1256-1366	172.50	300.00
601-700	1367-1456	195.00	340.00
701-780	1457-1566	225.00	380.00
781-880	1567-1666	262.50	420.00
881-980	1667-1756	292.50	460.00
981-1080	1757-1936	322.50	500.00
1081-1250	1937-2266	352.50	540.00
1251-1420	2267-2506	402.50	570.00
1421 & above	2507 & above	435.00	600.00

ANNEXURE 'A-9'

MONETARY CEILING

(Vide Clause 13 of the Settlement)

Ceilings of

Sl. No.	Welfare facilities/ entitlements	Existing basic pay	Revised basic pay
1.	Scooter/Motor Cycle Advance	Rs.610/- & above	Rs.1366/- & above
2.	Bicycle Advance	Upto Rs. 850/-	Upto Rs.1631/-
3.	Car Advance	Rs. 1200/- & above	Rs.2126/- & above
4.	Transport Subsidy	Upto Rs. 1080/-	Upto Rs.1936/-
5. a)	Travel by First Class Rail	Rs.550/- & above Slab	Rs.3106/- & above
b)	Payment of Daify	Rs.940 to Rs.1679/-	Rs.1746/- & above

Allowance		
c) Travel by Road	Rs. 650/-	Rs.1406/-
d) Travelling Allowance	Rs. 650/-	Rs.1406/-
on transfer/retirement	Rs. 1000/-	Rs.1786/-
fi. Allotment of Accommodation:		
a)'A' type quarter	Upto Rs. 749/-	Upto Rs.1525
b)'B' type quarter	Rs. 750 to 1579/-	Rs.1526/- & above
		to all unionised
		categories of
		employees
7. Field Establishment	Rs.750/- & above	Rs.1526 & above
Allowance	Rs.550 to 749/-	Rs.1306 to 1525/-
	Upto Rs. 549/-	Upto Rs. 1305
8. City Compensatory Allowance		
'A' class city	Rs.400/- & above	Rs.1156/- & above
'B-1' class city	Rs.400/- & above	Rs.1156/- & above
'B-2' class city	Below Rs. 750/-	Below Rs.1525/-
	Rs. 750/- & above	Rs.1526/- & above



HINDUSTAN CABLES LIMITED

(Rupnarainpur Unit)

MEMORANDUM OF UNDERSTANDING

Short Recital:

Last Settlement in respect of wage revision expired on 31.12.86. Fresh Charter of Demands by the Unions were submitted in the month of December, 1986. After receipt of the Charter of Demands from the Unions, protracted negotiations were held between the Management and the Unions. In order to arrive at an amicable settlement between the parties, a Memorandum of Understanding was reached on 27th June, 1989.

Terms of Agreement:

1.0-Coverage:

1.1 -This agreement will cover all industrial and non-industrial workmen and non-executive employees of the Company except otherwise stated in the agreement.

2.0-Effective Date and Duration of Agreement:

2.1 - Revised wages agreed to herein, will be effective from 1st January, 1987 and will remain in force upto 31.12.1991. The agreed issues will be effective from the dates mentioned against each item. This agreement will continue to remain binding on the parties even after the expiry date as mentioned above until it is terminated in writing by either party by giving two months notice of their intention to do so.

3.0-Minimum wages (Basic pay plus Dearness allowance):

3.1 -The minimum wage as on 1.1.87 will be Rs. 1207.50 per month comprising Basic Pay of Rs. 1100/- and variable D.A. of Rs. 7.50 linked to All India Consumer Price Index 672 (1960-100) and fixed Dearness Allowance of Rs. 100.00. Thus I.R. paid w.e.f. 1.1.87 is converted into fixed D.A. The minimum wages as on 1.1.88 at AICPI 735 (base 1960-100) will be Rs. 1411.45 which will include Basic Pay Rs. 1100.00 and VDA of Rs. 111.45 and fixed D.A. of Rs. 200.00.

4.0-Interim Relief:

4.1 -The interim relief paid from 1/1/86 to 31/12/86 will not be recovered. The amount of I.R. paid with effect from 1/1/87 is

converted into fixed Dearness Allowance. The amount of Fixed Dearness allowance as admissible corresponding to the revised Basic Pay with effect from 1/1/87 and 1/1/88 will be as per annexure-I. The Unions requested the Management to provide further slab of Interim Relief now converted to Fixed Dearness Allowance keeping in view of the introduction of a new scale. The Management, however, told that the matter would be taken up with the Govt.

5.0-Wage Structure:

5.1(a) The revised wage structure effective from 1/1/87 will be as

(b) The revised annual incremental rates in the new wage structure shall range from Rs. 20/- to Rs. 90/- including one additional scale of pay above the scale of Foreman.

5.2- Dearness Allowance will consist of two elements i.e. Fixed Dearness allowance and Variable Dearness Allowance.

5.2.1- The amount of Fixed Dearness Allowance determined on the basis of slabs of Basic Pay will be as per annexure-I.

5.2.2- Increment/promotion falls due on or after 1/1/87 will be given in the revised scale notionally but the actual financial benefit on account of this will accrue with effect from 1/1/88. The date of annual increment will remain unchanged unless otherwise differed as per rules.

5.3-Variable Dearness Allowance:

As already stated at Clause 3.1 above, the variable Dearness Allowance as on 1.1.87 shall be Rs. 7.50 at AICPI 672 (1960-100) based on quarterly average July, August and September, 1986 since dearness Allowance amounting to Rs. 550.00 out of Rs. 557.50 payable at AICPI 672 (1960-100) has already been merged into the pre-revised Basic Pay. The Dearness Allowance will continue to be adjusted with reference to increase/decrease of AICPI every quarter at the rate of Rs. 1.65 per point. Whereas the existing quarter for D.A. calculation will be maintained but D.A. will be paid after one month of the end of each quarter.

In determining the quarterly average, price index fraction, if any, will be rounded off to the next higher integer.

The recommendation of the Tripartite Committee set up by the Govt. of India regarding rates of neutralisation of Dearness Allowance for public sector undertakings will be made applicable to employees of the unit as and when the same is accepted by the Govt. of India. The Unions however raised a point that the quarterly average for computation of variable Dearness Allowance now

taking into account in Rupnarainpur Unit should be made at par with BHEL if the Tripartite Committee's recommendation does not suggest any uniform position in this regard.

6.0-Wage Revision Benefits:

6.1 -All employees governed by this agreement and on roll of the Company as on 1.1.88 in different scales of pay will be given a minimum guaranteed benefit of Rs.100/- per month effective from 1.1.88.

6.1.2-The said minimum guaranteed benefit of Rs.100/- shall be given in the form of fixed Dearness Allowance effective from 1.1.88 as stated in Clause 5.2,1 and the amount of such total Fixed Dearness Allowance including this minimum guaranteed benefit will be as per Annexure-I.

6.1.3 Lumpsum Payment:

6.1.3-Payment of Rs. 1200/- will be made to the employees covered under this agreement, who were on the rolls of the Company on 1.1.1987 and continue to be in service on the date of signing of this agreement. Employees who have left the service of the Company after 1.1.87 and those who join/enter the regular services of the Company from 1.1.87 will get this amount on a prorata basis. Besides, lumpsum payment as stated above, no other payment will be made during the period from 1.1.87 to 31.12.87 on account of wage revision.

7.0 Fixation of Pay in the Revised Salary Grades:

7.1 Fixation of pay in the revised salary grades from 1.1.87 in respect of the employees who were on the rolls of the Company as on 1.1.87 shall be as under:-

7.1.1.-The amount of Rs. 550/- from Dearness Allowance at AICPI 672 (1960-100) shall be added to the pre-revised Basic Pay and Personal Pay as on 31.12.86. This will, however, not include personal pay enjoyed on account of incentive given for family planning and passing Hindi Examination etc. The resultant amount shall be the Basic Pay in the revised salary grades as on 1.1.87 and shall be fixed in the revised salary grades at the appropriate stage. In case the resultant amount does not coincide with the stage in the revised grade the pay shall be fixed in the next higher stage. A Joint Fixation Formula Committee for removal of anomalies will be constituted and the matter will be sorted out within a month.

7.1.2-The new recruits who joined on or after 1.1.87 shall be

given the minimum of the revised scale from the date of appointment.

7.1.3-The employees who deceased/retired/resigned or terminated also will be eligible for the wage revision benefits proportionately.

8.0-House Rent Allowance:-

8.1 -The rate of house rent allowance has been revised with effect from 1/1/88 and 1/7/89 as per Annexure-III having the minimum and maximum as under:-

Date of effect	Minimum	Maximum
1/1/88	Rs. 75/-p.m.	Rs. 110/-p.m.
1/7/89	Rs. 100/-p.m.	Rs. 135/-p.m.

The above house rent allowance will be given to those employees only who have not been provided with any accommodation by the Company.

8.2-House Rent Allowance and City Compensatory Allowance for Staff of Regional Office, Calcutta:

8.2.1-House Rent Allowance in respect of Staff attached to Calcutta Regional Office from 1/1/88 to 30/6/89 will be given on the pre-revised basic pay plus 15% of the enhanced basic pay i.e. Rs. 550/- arising out of revision and at the existing rate on revised basic pay w.e.f. 1st July 1989.

8.2.2-City Compensatory Allowance in respect of Regional Office Staff at Calcutta will be paid at the existing rate on revised basic pay w.e.f. 1st July, 1989.

8.3-House Rent Recovery:

8.3.1-Mode of house rent recovery will be as already agreed upon by the parties in the meeting held on 15/6/89.

9.0-Night Shift Allowance:

- 9.1.1 -'B' shift-Re. 1/-pershift/per head.
- 'C' shift-Rs. 5/-pershift/per head.

10.0-Transport Subsidy:

10.1.1-Effective from 1/1/88 transport subsidy at the rate of Rs.2.50 per day/per head will be paid to individual employees based on actual attendance, subject to minimum of Rs.45/- per month.

11.0-Reimbursement of traveling expenses:

- 11.1.1-Effective from 1.1.88 reimbursement of local travelling

expenses shall be made to the employees who are required to possess and maintain Moped/ Scooter/Motor Cycle for discharge of their duties at the following rates, subject to the production of necessary documents.

With effect from 1st January, 1988

(Rs. per month)

Moped--Rs. 65/-

Scooter/Motorcycle--Rs. 75/-

Employees claiming reimbursement of Local Travelling Expenses shall not be entitled to transport subsidy as per Clause 10 above.

12.0-Attendance Bonus:

12.1- With effect from 1st July, 1989, Attendance Bonus will be paid at the following rates:

<u>Basic pay Range</u>	<u>Revised rate per month/per employee</u>
Jpto Rs. 1264/-	Rs. 25/-
Rs. 1265/- to Rs. 1414/-	Rs. 30/-
Rs. 1415/- and above	Rs. 35/-

13.0-Other Allowances:

Effective from 1st July, 1989 the rates of other allowances have been revised as per Annexure-IV.

13.1.1- P.F. contribution will be enhanced to 10% from the date so notified by the Govt. of India.

14.0-Revision of Meal/Snack Charges:

14.1.1- Revision of existing rate of meal/snack charges will be discussed and settled separately.

15.0-Transport Charges for School going children:

Revision of existing rate of transport charges for school going children will be discussed and settled separately.

16.0- Pension Scheme - management agreed to introduce a self-generating pension Scheme, subject to approval of the Govt. of India. The Unions, however, demanded that such scheme should be implemented w.e.f. 1st January, 1989.

17.0- Existing benefits and facilities not covered in this agreement will continue.

18.0- Leave Encashment/Holiday Payment etc., done after 1.1.88 at pre-revised pay will be given at revised pay.

19.0- The Unions demanded to introduce LLTC in line with other PSUs substituting the HTC facility now available: restricted to 750

KMs. The Management, however, told that they would take it up with the Govt.

20.0- Industrial peace and harmony:

While the Management and the Unions appreciated the efforts put jointly by them for maintaining industrial peace and harmonious relations for enabling the Company to achieve higher growth, higher production and productivity, quality of products etc. the parties reaffirmed its commitment to continue to maintain industrial peace and harmony for achieving Company's goal.

21.0- This agreement is in full and final settlement of all the demands raised in the Charter of Demands and no other allowances and fringe benefits having financial implication will be considered during the period of this agreement.

22.0- This agreement is, as usual, subject to the approval of the Govt.

Signed this day of 27th June, 1989.

Representing the Management
(Signatures)

Representing the Unions
(Signatures)



ANNEXURE-II
SCALE OF PAY

Existing Scale		Proposed Scale	
1.	Rs.550-11x17-737/-	-	Rs.1100-20x17-1440/-
2.	Rs.586-14x8-598-17x9-851/-	-	Rs.1136-24x7-1304-28x10-1584
3.	Rs.636-17x5-721-20x11-941/-	-	Rs.1186-28x5-1326-36x11-1722/-
4.	Rs.646-20x5-746-23x12-1022/-	-	Rs.1196-36x5-1376-44x12-1904/-
5.	Rs.666-23x5-781-27x11-1078/-	-	Rs.1216-44x5-1436-52x11-2008/-
6.	Rs.706-25x5-831-32x11-1183/-	-	Rs.1256-50x4-1456-54x12-2104/-
7.	Rs.721-85x5-861-32x5-1021-40x7-1301/-	-	Rs.1271-52x5-1531-62x11-2213/-
8.	Rs.781-27x5-916-33x12-1312/-	-	Rs.1346-62x4-1594-68x11-2342/-
9.	Rs.796-35x6-1006-45x9-1411/-	-	Rs.1406-68x4-1676-76x11-2514/-
10.	Rs.856-43x4-1028-48x11-1556/-	-	Rs.1586-76x3-1814-84x11-2738/-
11.	Rs.1036-50x3-1186-55x7-1571/-	-	Rs.1686-90x15-3036/-

(G/F)

FIXED DEARNESS ALLOWANCE

Basic Pay Slabs (Pre-revised)	Corresponding amount of FDA from 1/1/87 to 31/12/87	Basic Pay slabs Revised	Total FDA w.e.f. 1/1/88
(1)	(2)	(3)	(4)
1. Upto Rs.700/-	Rs.100/-	Upto Rs.1250/-	Rs.200/-
2. Rs.701-1000/-	Rs.120/-	Rs.1251-1550/-	Rs.220/-
3. Rs.1001-1100/-	Rs.180/-	Rs.1551-1650/-	Rs.280/-
4. Rs.1101-1200/-	Rs.240/-	Rs.1651-1750/-	Rs.340/-
5. Rs.1201-1300/-	Rs.360/-	Rs.1751-1850/-	Rs.460/-
6. Rs.1301-2200/-	Rs.420/-	Rs.1851-2750/-	Rs.520/-

*Minimum guaranteed benefit of Rs.100/- is converted into F.D.A.

ANNEXURE-III

Revised rates of House Rent Allowance
(w.e.f. 1st January, 1988/1st July, 1989)

Sl. No.	Revised Basic Pay Range	Amount of HRA/P.M.	
		1st Jan. '88	1st July '89
1.	Upto Rs. 1165/-	Rs. 75/-	Rs.100/-
2.	Rs. 1166-1215/-	Rs. 80/-	Rs.105/-
3.	Rs. 1216-1265/-	Rs. 85/-	Rs.110/-
4.	Rs. 1266-1315/-	Rs. 90/-	Rs.115/-
5.	Rs. 1316-1365/-	Rs. 95/-	Rs.120/-
6.	Rs. 1366-1415/-	Rs. 100/-	Rs.125/-
7.	Above Rs. 1415/-	Rs. 110/-	Rs.135/-

ANNEXURE-IV

Revised rates of other allowances w.e.f. 1.7.1989.

ITEM:	REVISED RATES RS./MONTH:
1. Washing allowance:	
(a) Peon	- Rs. 12/-
(b) Security Gaurd	- Rs. 16/-
(c) Nurse	- Rs. 23/-
2. Machine Allowance	- Rs. 29/-
3. Hooter Allowance	- Rs. 18/-
4. Rifle Allowance	- Rs. 30/-
5. Cycle Allowance	- Rs. 18/-
6. Nursing Allowance	- Rs. 81/-
7. Heavy Manual Allowance	- Rs. 18/-
8. Time Office- Compensatory Allowance	
(a) Clerical Staff	- Rs. 87/-
(b) Peon etc.	- Rs. 69/-
9. Uniform Allowance (Nurse) :	
(a) Untrained	- Rs. 225/-year
(b) Trained	- Rs. 250/-year

TAMILNADU ELECTRICITY BOARD

Memorandum of settlement made between the management of Tamil Nadu Electricity Board and its workmen under Section 18 (1) of the Industrial Disputes Act, 1947 on 31-7-1989.

NAME OF THE PARTIES:

Representing Employer:

Tamil Nadu Electricity Board represented by

1. Thiru T.V. Antony, I.A.S., Chairman
2. Thiru Arjunan Gnanaolivu, Accounts Member
3. Thiru K. Krishnaswamy Rao, Member (Generation)
4. Thiru G. Sundararajan, Member (Distribution)
5. Thiru K.N. Rathinavelu, Secretary
6. Thiru M.Chinnakannu, Chief Engineer/Personnel.

Representing workmen

Tamil Nadu Electricity Workers Federation Represented by

1. Thiru V. Ramachandran, President
2. Thiru S.C. Krishnan, General Secretary
3. Thiru S. Muniappan, Treasurer
4. Thiru M. Arumugham, Executive Committee Member
5. Thiru R. Perumalswamy, Joint Secretary

Number and broad description of the categories of employees covered by the settlement. Number about 86,000

Category covered: This settlement is made in respect of various categories of employees mentioned in Schedule. The mere inclusion of any category of employees in this Settlement does not confer any right on the employees to claim to be workmen within the meaning of Industrial Disputes Act, 1947, when otherwise such employees are not "workmen" as defined in the said Act.

Short recital of the case:

WHEREAS the previous wage Settlement made for a period of four years expired on 30-11-1988,

WHEREAS the employees of the Tamil Nadu Electricity Board have been demanding wage revision with effect from 1-12-1988,

WHEREAS bi-lateral discussions were held by the Tamil Nadu Electricity Board with the representatives of its workmen on many occasions commencing from January, 1988,

WHEREAS the parties with a view to continue the cordial relationship existing between them want to have an amicable settlement.

AND in pursuance of the negotiations, a Settlement is arrived at on the following terms:

TERMS OF SETTLEMENT

1) Revision of Scales of pay:

The existing scales of pay of the employees of the Board covered by the Wage Settlement will be revised with effect from 1-12-1988 as indicated below:

<u>Existing Scales of Pay</u>	<u>Revised Scales of Pay</u>
510-10-560-15-635-20-735-25-860	870-15-1020-20-1140-25-1340
620-20-720-25-845-30-995	990-25-1140-30-1740
650-25-775-30-925-35-1100	1080-30-1290-35-1780
710-30-860-35-1035-40-1235	1210-35-1490-40-2050
800-35-975-40-1175-45-1400	1300-35-1405-45-2260
920-45-1145-50-1395-60-1635	1620-50-1820-60-2660
975-50-1125-60-1425-70-1705-80-1945	1680-60-1920-70-2200-80-2760
1260-60-1380-70-1660-80-2060-90-2150	1760-70-1830-80-2550-90-3090

2) Merger of a portion of allowance with basic pay:

While fixing pay in the revised scales, the portion of dearness allowance of 608 points as indicated in the Table below will be merged:

Rs. 510 and above but below Rs. 560/- Rs. 217/-
Rs. 560 and above but below Rs. 620/- Rs. 241/-
Rs. 620 and above but below Rs. 710/- Rs. 265/-
Rs. 710 and above but below Rs. 910/- Rs. 283/-
Rs. 910 and above Rs. 301/-

3) Fixation of pay in the revised scale:

Fixation of pay in the revised scales will be made in the following manner:--

The total of the following items will be found out:

- (i) Existing basic pay as on 30-11-1988 or the date of option,
 - (ii) D.A. portion as indicated in para (2) above for the basic pay in item (i) above, and
 - (iii) ten per cent of the existing basic pay in item (i) above, subject to a minimum of Rs. 175/-,
- and then fixation of pay will be made at the next higher stage in the revised scale.

Wherever the difference between the pay and dearness allowance in the revised scale and the pay and dearness allowance in the existing scale is less than Rs. 200/- the pay in the revised scale

will be stepped up to such an extent that the difference is not less than Rs. 200/-.

4) Dearness allowance:

The rates of dearness allowance will be revised twice in a year on 1st January and 1st July taking into account the variations in the previous 12 months average of the All India Consumer Price Index numbers adopting the same formula as followed by the Government of Tamil Nadu.

The dearness allowance will be calculated only with reference to basic pay in the revised Pay Scales and Personal Pay granted to employees for compensating monetary loss, if any, due to revision or fixation of pay.

5) House rent allowance and city compensatory allowance:

House rent allowance and City compensatory allowance will be as indicated in Annexure II of P.B.(FB) No. 57 dt. 5-8-1989.

6) Allowances and Special Pays:

i) The existing Allowances and Special pays, which are paid on the basis of pay drawn by the workmen will be revised.

ii) The rates of night shift allowance will be revised from Rs. 2.50 per day to Rs. 5/- per day. The rate of Cycle allowance will be revised from Rs. 20/- per month to Rs. 25/- per month. Draughtsman in Madras Electricity Distribution Circle are paid Rs. 3/-, Rs. 5/- per day on the days they attend to out-door work to attend to Cable faults, as they are conversant with drawings of location of cables. The above two rates will be revised as Rs. 10/- per day.

iii) In the case of other allowances and special pays, which are paid on lumpsum rates, the existing rates will be retained.

iv) For physically handicapped employees, five percent of basic pay, subject to a maximum of Rs. 50/- per month, will be allowed as conveyance allowance.

v) The already existing scheme of reimbursement of cost of medicines purchased by the employees based on the certificates furnished by the Medical Officers will be retained. For those employees who wish to opt out of the Medical Reimbursement scheme (option once exercised is final), a fixed monthly medical allowance of Rs. 15/- per month will be given.

7) Stagnation increment:

The limit for the grant of stagnation increment will be raised from Rs. 2370/- to Rs. 3450/-.

8) Selection grades:

The existing selection grades will be retained.

9) Absorption of interim relief:

The interim relief paid to the employees from 1-12-1988 will be absorbed in the Wage Revision benefit admissible from 1-12-1988.

10) Period of Settlement:

The settlement will be in force for a period of four years with effect from 1-12-1988.

**ANNEXURE -- I
Fitment Tables
Table - 1**

Column (1) : Stage in the existing pay scale.

Column (2) : Total of existing pay + portion of D.A. merger + 10% increase subject to a minimum of Rs. 175/-.

Column (3) : Stage in the Revised Pay Scale.

Existing Scale : 510-10-560-15-635-20-735-25-860

Revised Scale : 870-15-1020-20-1140-25-1340

(1)	(2)	(3)	(1)	(2)	(3)
510	902	975*	655	1095	1140*
520	912	990*	675	1115	1165*
530	922	990*	695	1135	1165*
540	932	1005*	715	1173	1215*
550	942	1020*	735	1193	1215*
560	976	1040*	760	1218	1240
575	991	1060*	785	1243	1265
590	1006	1060*	810	1268	1290
605	1021	1080*	835	1293	1315
620	1060	1120*	860	1318	1340
635	1075	1120*			

Table - 2

Existing Scale : Rs. 620-20-720-25-845-30-995

Revised Scale : Rs. 900-25-1140-30-1740

(1)	(2)	(3)	(1)	(2)	(3)
620	1060	1115*	795	1253	1260
640	1080	1140*	820	1278	1290
660	1100	1140*	845	1303	1320
680	1120	1170*	875	1333	1350
700	1140	1170	905	1363	1380
720	1178	1200	935	1411	1440

745	1203	1230	965	1441	1470
770	1228	1260*	995	1471	1500

Table - 3

Existing Scale : Rs. 650-25-775-30-925-35-1100

Revised Scale : Rs. 1080-30-1290-35-1780

(1)	(2)	(3)	(1)	(2)	(3)
650	1090	1140*	865	1323	1325
675	1115	1170*	895	1353	1360
700	1140	1170	925	1401	1430
725	1183	1230*	960	1436	1465
750	1208	1230	995	1471	1500
775	1233	1260	1030	1506	1535
805	1263	1290	1065	1541	1570
835	1293	1325	1100	1576	1605*

Table - 4

Existing Scale : Rs. 710-30-860-35-1035-40-1235

Revised Scale : Rs. 1210-35-1490-40-2050

(1)	(2)	(3)	(1)	(2)	(3)
710	1168	1210	965	1441	1455
740	1198	1245*	1000	1476	1490
770	1228	1245	1035	1511	1530
800	1258	1280	1075	1551	1570
830	1288	1315	1115	1591	1610
860	1318	1350	1155	1631	1650
895	1353	1385	1195	1671	1690
930	1406	1420	1235	1711	1730

* Stepping up is made for ensuring at least Rs. 200/- as increase in Pay and D.A.

Table - 5

Existing Scale : Rs. 800-35-975-40-1175-45-1400

Revised Scale : Rs. 1300-35-1405-45-2260

(1)	(2)	(3)	(1)	(2)	(3)
800	1258	1300	1095	1571	1585
835	1293	1300	1135	1611	1630
870	1328	1335	1175	1651	1675
905	1363	1370	1220	1696	1720
940	1416	1450	1265	1741	1765
975	1451	1495	1310	1786	1810
1015	1491	1495	1355	1831	1855
1055	1531	1540	1400	1876	1900

Table - 6

Existing Scale : Rs. 920-45-1145-50-1395-60-1635

Revised Scale : Rs. 1620-50-1820-60-2660

(1)	(2)	(3)	(1)	(2)	(3)
920	1396	1620	1295	1771	1820
965	1441	1620	1345	1821	1880

1010	1486	1620	1395	1871	1880
1055	1531	1620	1455	1931	1940
1100	1576	1620	1515	1991	2000
1145	1621	1670	1575	2051	2060
1195	1671	1720	1635	2111	2120
1245	1721	1770			

Table - 7

Existing Scale : Rs. 975-50-1125-60-1425-70-1705-80-1945

Revised Scale : Rs. 1680-60-1920-70-2200-80-2760

(1)	(2)	(3)	(1)	(2)	(3)
975	1451	1680	1425	1901	1920
1025	1501	1680	1495	1971	1990
1075	1551	1680	1565	2041	2060
1125	1601	1680	1635	2111	2130
1185	1661	1680	1705	2181	2200
1245	1721	1740	1785	2265	2280
1305	1781	1800	1865	2353	2360
1365	1841	1860	1945	2441	2520

Table - 8

Existing Scale : Rs. 1260-60-1380-70-1660-80-2060-90-2150

Revised Scale : Rs. 1760-70-1830-80-2550-90-3090

(1)	(2)	(3)	(1)	(2)	(3)
1260	1736	1760	1740	2216	2230
1320	1796	1830	1820	2303	2310
1380	1856	1910	1900	2391	2470
1450	1926	1990	1980	2479	2550
1520	1996	2070	2060	2567	2640
1590	2066	2070	2150	2666	2730
1660	2136	2150			

ANNEXURE - II

REVISED RATES OF DEARNESS ALLOWANCE

Pay Range	W.e.f. 1-12-1988	W.e.f. 1-1-1989			
870	200	252	905	208	262
871	200	253	907	209	263
875	201	254	912	210	264
883	203	256	919	211	267
884	203	256	920	212	267
885	204	257	926	213	269
890	205	258	931	214	270
895	206	260	935	215	271
898	207	260	940	216	273
900	207	261	943	217	273

Pay Range	W.e.f. 1-12-1988	W.e.f. 1-1-1989	Pay Range	W.e.f. 1-12-1988	W.e.f. 1-1-1989
950	219	276	1270	292	368
955	220	277	1275	293	370
960	221	278	1290	297	374
965	222	280	1300	299	377
969	223	281	1320	304	383
970	223	281	1325	305	384
975	224	283	1330	306	386
980	225	284	1350	311	392
983	226	285	1360	313	394
990	228	287	1375	316	399
995	229	289	1380	317	400
997	229	289	1390	320	403
1000	230	290	1400	322	406
1010	232	293	1410	324	409
1011	233	293	1420	327	412
1020	235	296	1425	328	413
1025	236	297	1440	331	418
1030	237	299	1450	334	421
1040	239	302	1470	338	426
1050	242	305	1475	339	428
1060	244	307	1480	340	429
1070	246	310	1500	345	435
1075	247	312	1510	347	438
1080	248	313	1520	350	441
1090	251	316	1530	352	444
1100	253	319	1540	354	447
1110	255	322	1560	359	452
1120	258	325	1570	361	455
1125	259	326	1600	368	464
1130	260	328	1630	375	473
1140	262	331	1640	377	476
1150	265	334	1650	380	479
1160	267	336	1660	382	481
1170	269	339	1680	386	487
1175	270	341	1700	391	493
1180	271	342	1720	396	499
1190	274	345	1750	403	508
1200	276	348	1760	406	510
1210	278	351	1800	414	522
1225	282	355	1820	419	528
1230	283	357	1840	423	534
1240	285	360	1850	426	537
1250	288	363	1880	432	545
1260	290	365	1900	437	551

Pay Range	W.e.f. 1-12-1988	W.e.f. 1-1-1989	Pay Range	W.e.f. 1-12-1988	W.e.f. 1-1-1989
1920	442	557	2575	592	747
1940	446	563	2600	598	754
1950	449	566	2650	610	769
1960	451	568	2660	612	771
2000	460	580	2675	615	776
2040	469	592	2725	627	790
2050	472	595	2750	633	798
2060	474	597	2800	644	812
2100	483	609	2825	650	819
2120	488	615	2875	661	834
2150	495	624	2900	667	841
2180	501	632	2950	679	856
2200	506	638	2975	684	863
2240	515	650	3000	690	870
2250	518	653	3025	696	877
2275	523	660	3050	702	885
2300	529	667	3100	713	899
2350	541	682	3125	719	906
2360	543	684	3200	736	928
2375	546	689	3300	759	957
2420	557	702	3400	782	986
2425	558	703	3450	794	1001
2450	564	711			
2480	570	719			
2500	575	725			
2525	581	732			
2540	584	737			

ANNEXURE - III

1. House Rent Allowance Admissible in the Revised Pay Range Amount of House Rent Allowance (Rupees per mensem)

Sl. No. and pay range (Rs. per mensem)	Grade I (a) Madras City and places around the City at a distance not exceeding 32 KMs. from the City limits.	Grade I (b) Cities of Coimbatore & Madurai and place around them at a distance not exceeding 16KMs. from the city limits.	Places in Grade-II	Places in Grade-III
Upto 899	80	60	47.50	30
900-1024	95	70	55	35
1025-1149	110	80	62.50	40
1150-1274	125	90	70	45
1275-1399	140	100	77.50	50
1400-1499	155	110	85	55
1500-1599	170	120	92.50	60
1600-1724	185	130	100	65
1725-1849	200	140	107.50	70
1850-1974	215	150	115	75
1975-2099	230	160	122.50	80
2100-2249	245	170	130	85
2250-2399	260	180	137.50	90
2400-2499	275	190	145	95
2500-2599	290	200	152.50	100
2600-2699	305	210	160	105
2700-2799	320	220	167.50	110
2800-2949	335	230	175	115
2950-3099	350	240	182.50	120
3100-3249	365	250	190	125
3250	380	260	197.50	130

2. City Compensatory allowance Admissible in the Revised Pay Range.

Sl.No. & Pay range (Rs. per mensem)	Amount of City Compensatory Allowance (Rupees p.m.)	
	Madras City and areas around the City at a distance not exceeding 32 KMs. limits.	Cities of Coimbatore, Madurai, Salem & Trichirapalli and areas around them at a distance not exceeding 16 KMs. from the City limits.
Upto 899	47.50	30
900-1024	55.00	35
1025-1149	62.50	40

1150-1274	70	45
1275-1399	77.50	50
1400-1499	85	55
1500-1599	92.50	60
1600-1724	100	65
1725-1849	107.50	70
1850-1974	115	75
1975-2099	122.50	80
2100-2249	130	85
2250-2399	137.50	90
2400-2499	145	95
2500-2599	152.50	100
2600-2699	160	105
2700-2799	167.50	110
2800-2949	175	115
2950-3099	182.50	120
3100-3249	190	125
3550-3399	197.50	130



ANNEXURE - IV

Certain Allowances and Special Pays for Workmen Admissible in the Revised Pay Ranges

Pay Range	Project Allowance	Investigation Allowance	Winter Allowance	TE, TLC, SSE PLCC MDCC Spl Pay	Thermal Allowance	Thermal Incentive Bonus at TIPS	Hot line pIS Pay							
Upto 899	125	35	70	35	65	30	35	70	35	55	40	25	40	100
900-949	135	40	80	40	75	35	35	70	40	60	45	30	45	100
950-999	145	40	90	45	80	35	40	80	45	65	45	30	50	125
1000-1049	155	45	90	45	85	40	40	80	45	70	50	35	55	125
1050-1099	165	45	100	50	90	40	45	85	50	75	50	35	60	125
1100-1149	175	50	110	55	100	45	45	85	55	80	60	45	65	150
1150-1199	185	55	120	60	110	50	50	85	60	90	60	45	70	150
1200-1249	195	55	120	60	110	50	50	85	60	90	65	50	75	150
1250-1299	205	60	130	65	120	55	50	85	65	100	65	50	80	175
1300-1349	210	60	140	70	125	55	55	90	70	110	77	55	85	175
1350-1399	210	65	150	75	135	60	55	90	75	115	70	55	90	175
1400-1455	210	65	150	75	135	60	60	90	75	115	80	65	95	175
1456-1699	220	80	165	90	150	60	60	90	90	125	80	65	100	175
1700-1999	220	110	175	100	175	60	60	90	105	140	90	75	100	175
2000 & above	220	110	175	100	150	60	60	90	120	150	100	85	100	175

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Hill Allowance For those who do not use draw dust allowance
 ILCA Before Qtrs. draw dust allowance
 After Qtrs. allowance
 After Qtrs. For those use draw dust allowance
 1000-1499 Mtrs. allowance
 1500 Mtrs and above
 Project Special

HINDUSTAN AERONAUTICS LIMITED

MEMORANDUM OF UNDERSTANDING BETWEEN WORKMEN AND THE MANAGEMENT OF HINDUSTAN AERONAUTICS LIMITED ON REVISION OF WAGE STRUCTURE AND OTHER RELATED MATTERS

1. The Agreement entered into in October/November, 1983 between the Management of HAL and workmen represented by HAEA, Bangalore, Koraput, Lucknow, Barrackpore, HAWU, Hyderabad, HALEU, Nasik, Karamchari Sangh, Kanpur and the Head Office Staff association in respect of wages, Allowances and fringe benefits expired on 31st December, 1986. Pursuant to the presentation of Charter of Demands by the recognized unions a series of meetings took place between 13th April, 1987 and 5th May, 1989 between the Management and the recognized unions.

2. As a result of the final discussions held between the representatives of the recognized unions and the Management on 5th May, 1989, the parties hereto have reached an understanding that subject to approval of the Govt. of India, they shall sign a settlement on the following lines.

1. SCOPE AND COVERAGE:

1.1 The settlement shall cover all workmen in Groups-A to F.

2. DURATION OF THE SETTLEMENT:

2.1 The settlement will be effective from 1.1.1987 and will remain in force upto 31.12.1991. The benefits accruing from the settlement will be effective from the date(s) mentioned against each item.

3. PRODUCTIVITY:

3.1 Both the parties recognise that Aeronautical Industry should grow at a faster rate in order to meet the nation's economic and strategic needs and also to generate the required resources to meet the urgent needs to modernise the industry. This would necessitate further intensification of effort by both the parties to achieve financial viability of the Industry. To this end, the parties commit themselves to work together to attain higher levels of production, productivity and profitability. Joint efforts would be made continuously in the following areas :--

- a) Economic usage of materials for minimizing material cost and maximizing material productivity.

- b) Improvement in productivity and reducing operating costs.
- c) Reducing energy consumption
- d) Improving quality in all operations
- e) Improvement in house keeping
- f) Necessary improvement in working conditions and health and safety of workers
- g) Continuously adopt better working practices
- h) Training of workmen in multi-trades
- i) Improve capacity utilisation in each Division
- j) Effective strengthening of the participative forums
- k) Improve quality of work, like, job satisfaction and job enrichment.

3.2 Unions agree to co-operate with the Management in restricting overstay during lunch/dinner break and loitering within the Company's premises.

3.3 It is recognised by both the parties that discipline at all levels is essential for the smooth functioning of the Divisions. Unions, therefore, assure full co-operation for maintaining discipline and optimising production and productivity.

4. MINIMUM WAGE (BASIC DEARNESS ALLOWANCE)

4.1 The minimum wage as on 1.1.1987 will be Rs.1207/- per month comprising of basic pay of Rs.1107/- fixed DA of Rs.100/- linked to All India Consumer Price Index at 672 (1960=100).

5. WAGE STRUCTURE

5.1 The existing scales of pay of workmen in Group-A to F shall be revised with effect from 1.1.87 as indicated below:--

GROUP	EXISTING SCALES OF PAY	REVISED SCALES OF PAY
'A'	Rs.550-11-770	Rs.1107-20-1507
'B'	Rs.585-13-715-15-865	Rs.1142-25-1392-30-1692
'C'	Rs.650-20-850-22-1070	Rs.1207-40-1607-45-2057
'D'	Rs.715-24-955-26-1215	Rs.1272-50-1772-55-2322
'E'	Rs.770-30-920-38-1490	Rs.1327-60-1627-65-1952-70-2652
'F'	Rs.945-45-1395-50-1595	Rs.1502-75-1877-80-2277-85-2702

6. DEARNESS ALLOWANCE

6.1 With effect from 1.1.87 the Dearness Allowance shall comprise of two components viz., Fixed Dearness Allowance and Variable Dearness Allowance.

6.2 FIXED DEARNESS ALLOWANCE:

6.2.1 Following will be the fixed Dearness Allowance against

basic pay slabs (pre-revised i.e. 1983 Scales).

Basic Pay Slabs	Amount of Fixed Dearness Allowance	
	From 1.1.87 to 30.4.1988	From 1.5.1988
	Rs.	Rs.
Upto Rs.700/-	100.00	200.00
Rs. 701 to Rs.800/-	120.00	220.00
Rs.801 to Rs.900/-	120.00	240.00 w.e.f. from
Rs.901/- to Rs.1,000/-	120.00	260.00 1.5.89
Rs.1001/- to Rs.1,100/-	180.00	280.00
Rs.1,101/- to Rs.1,200/-	240.00	340.00
Rs.1,201 to Rs.1,300/-	360.00	460.00
Rs.1,301 & above	420.00	520.00

6.3 Whenever there is a change in notional pre-revised basic pay on account of drawal of increment/ promotions, demotion/ reversion or refixation of pay etc., of any workman and if it involves change in the pay slabs, the corresponding amount of fixed dearness Allowance will also change in respect of the concerned workmen.

6.4 VARIABLE DEARNESS ALLOWANCE

6.4.1 Variable Dearness Allowance as on 1.1.87 at AICPI 672 will be Nil. Beyond AICPI 672 (1960-100) variable Dearness Allowance shall be increased/decreased at Rs.1.65 per point rise/fall in the quarterly average of AICPI Numbers (1960-100) as per the existing cycles. As Government have stopped publishing 1960 series of AICPI the 1982 series will be adopted on the basis of conversion factor of 4.93. Unions have reservations regarding introduction of 1982 series and they would take it up at the appropriate level.

6.5 If any change in the rate of neutralisation for AICPI is decided/ announced by the Government of India on the recommendation of the Tripartite Committee set up for the purpose and is made applicable to Public sector Undertakings following the Industrial DA pattern, the same shall govern payment of variable Dearness Allowance in the Company in terms of the Government's decision.

7. INTERIM RELIEF

7.1 The Interim Relief and consequential payments/recoveries effected from 1.1.1986 to 31.12.1986 will not be reopened and will be treated as final. Interim Relief and consequential payments thereon made from 1.1.1987 onwards will be adujusted against final payment due under this settlement.

3. FIXATION OF PAY IN THE REVISED SCALES OF PAY

8.1 Workmen who were on the rolls of the Company as on 31.12.1986 or joined thereafter and who continue to be on the rolls of the Company as on the date/dates of signing of the settlement shall get their pay fixed in the revised pay scales mentioned in Para-5 above, in the manner indicated below:--

An amount of Rs.557/- from DA at AICPI 672 (1960-100) shall be added to the basic pay as on 31.12.1986. The resultant amount shall be fixed in the revised scales of pay at the appropriate stage. If the resultant amount does not coincide with the stage in the revised scales of pay, the basic pay shall be fixed at the next higher stage.

8.2 Personal pay if any, sanctioned as incentive under Family Planning Scheme will not be taken into account for the purpose of fixation of pay.

8.3 In case of employees whose increments/promotion falls due on 1.1.87 the increment/promotion will be granted in the revised pay scales.

8.4 COUPLING

8.4.1 The issue of coupling arising out of fixation of pay in the revised wage structure will be further discussed with the Unions and settled.

8.5 Anomalies

8.5.1 Anomalies arising out of fixation of pay will be settled as per the existing practice/rules. In case of any peculiar anomalies arising which are not covered under the existing practice/rules the same will be looked into by a Bi-partite Committee.

9. ONE TIME PAYMENT

9.1 For the full period from 1.1.1987 to 30.4.1988 a one time payment of Rs.1600/- at the rate of Rs.100/- p.m. (subject to attendance) will be made to workmen who were on the rolls of the Company as on 1.1.87 and continue to be in service as on the date/dates of signing the settlement. Workmen who have left the service after 1.1.1987 and those who have joined the service of the Company after 1.1.1987 will get this one time payment on pro-rata basis. The workmen, who have left the services of the Company after 1.1.87 will also get back the amount meant for the year 1986 which was deducted from them. The one time payment as above will not count for any consequential payment/benefits. The afore-

said amount of Rs.100/- per month will be added to the fixed Dearness Allowance as mentioned in Para 6.2 above.

9(a) DEARNESS ALLOWANCE PATTERN IN NASIK & BOMBAY LIAISON OFFICE

HALEU, Nasik has demanded in their charter of Demands to change from the DA linked to local CPI to All India CPI from 1.1.87. Management is agreeable to their demand. Modalities for the change over will be discussed and settled with the HALEU, Nasik separately.

10. HOUSE RENT ALLOWANCE

10.1 From 1.1.1987 to 30.6.89

10.1.1 HRA payment shall be made at the existing rates and will be computed on the notional basic pay in the pre-revised wage structure as effective from 1.1.1983, i.e., the 1983 scales of pay.

10.1.2 Under this clause, if a workman gets less HRA, than what he was drawing in 1978 scales + interim Relief, the same will be protected upto 30.6.89.

10.2 From 1.7.1989 onwards

10.2.1 HRA payment shall continue to be made at the existing rates and will be computed on the revised basic pay in the wage structure as effective from 1.1.1987, i.e., the 1987 scales of pay.

10.3 There will be no change in the existing procedure and conditions governing the payment of HRA.

11. HOUSE RENT RECOVERY

11.1 From 1.1.1987 to 30.6.1989

11.1.2 The existing rate of recovery will continue based on 1978 scale of pay/existing ceilings.

11.2 From 1.7.89 onwards

11.2.1 House rent recovery will be made at 1983 scales of pay at the existing rate of 7-1/2%/10% of running basic pay subject to the following ceilings. The equivalent of Rs.550/- of 1978 scales of pay in the 1983 scales of pay in the 1983 scales of pay will be notified separately:

A	...	50
B	...	56
C	...	66
D	...	80
E	...	96
F	...	105

11.2.2 In January 1991, a bi-partite committee will be constituted

to review the ceiling as mentioned in para 11.2.1 taking all relevant factors into consideration.

11.2.3 A bi-partite committee consisting of HAEA, Bangalore and Management will be formed to examine the facilities, conveniences and the question of house rent recoveries for the subsidised/nominal rent houses situated in Bangalore Complex, taking all relevant factors into consideration.

11.2.3.1 The Committee will submit its recommendations within a period of 3 months. In case no consensus is reached in the bi-partite committee, the Chairman will take the decision and take Union into confidence. However, in such a situation increases in rent recovery will not be more than 50% of the existing rate.

11.2.4 It is agreed that newly constructed houses which are for the first time allotted with effect from 1.1.90 and onwards, the rent recovery will be at the rate of 7-1/2% and 10% of pay as may be applicable without any linkage to standard rent of ceilings. This decision will not be quoted or become the basis for taking decision under 11.2.2 above.

12. CITY COMPENSATORY ALLOWANCE

12.1 From 1.1.1987 to 30.6.1989

12.1.1 CCA Payment in A, B-1 & B-2 Class Cities shall be made at the existing rates of running basic pay and will be computed on the notional basic pay in the pre-revised wage structure as effective from 1.1.1983 i.e., 1983 scales of pay.

12.1.2 CCA Payment in B-2 Class cities will be admissible from 1.4.1987 only.

12.2 From 1.7.1989 onwards

12.2.1 CCA Payment shall continue to be made in A, B-1 & B-2 Class Cities at the existing rates of running basic pay and will be computed on the revised basic pay in the wage structure as effective from 1.1.1987.

12.2.2 There will be no change in the existing procedure and conditions governing the payment of CCA.

13. SPECIAL ALLOWANCE

13.1 Special Allowance of Rs.20/- per month will be admissible at Koraput and Korwa Divisions with effect from 1.1.1987. Modalities and coverage of payment will be worked out separately.

14. ARREARS

14.1 The payment of arrears from 1.1.1987 onwards will only comprise of amounts arising out of fitments, increment, HRA, CCA

difference in FDA (From 1.5.1988), Fixation of Pay of promotion and Family planning increment granted after 1.1.1987 and Special Allowance. Gratuity and PF will be recalculated.

14.2 The benefits of pay revision and payment of arrears as mentioned in Paras 9.1 and 14.1 shall not be applicable to employees who ceased to be in the service of the Company on the following grounds after 1.1.1987.

- a) Dismissal;
- b) Resignation without permission or Notice;
- c) Resignation where disciplinary action against him had already been initiated and was in progress;
- d) Resigned without notice where bond liability had not been discharged.

15. PROVIDENT FUND

15.1 Management agree to increase the existing PF contribution of 8.33% to 10% (with a matching contribution from the employee) subject to approval/notification by Government of India in this regard.

16. PENSION SCHEME

16.1 A Bi-partite Committee will consider and make recommendations regarding a pension scheme. In case Govt. of India agrees, implementation of the proposed scheme from 1.1.1989 or any date thereafter, the Company will be authorised to effect recoveries of arrears of contributions from workmen.

17. FRINGE BENEFITS

17.1 The following fringe benefits will be revised and will be given effect from 1st May, 1989 and shall be governed as per the existing practice/rules and conditions.

17.2 NIGHT SHIFT ALLOWANCE

- 17.2.1 II Shift ... Rs.3/-per day
- III Shift ... Rs.4/-per day

17.3 CYCLE ALLOWANCE

- 17.3.1 Rs.15/-per month

17.4 CONVEYANCE ALLOWANCE

17.4.1 Rs.50/- per month subject to a minimum physical attendance of 15 days in a month. In case a workman is not physically present for 15 days of his work, he will be paid at the rate of Rs.2/-per day of physical attendance.

17.5 REIMBURSEMENT OF CONVEYANCE EXPENDITURE

17.5.1 Group of Employees	Type of Vehicle	Amount
Workmen in Groups C, D, E and F	Motor Cycle/ Scooter	Rs.75/-p.m.
Workmen in Group C, D, E and F	Moped	Rs.50/-p.m.

17.5.2 This reimbursement is on functional basis and employees in the said group who are required to possess and maintain vehicles for discharge of official duties will be eligible for this conveyance reimbursement. Those employees who claim this reimbursement will not be eligible for company bus pass or conveyance allowance.

17.6 LUNCH/MEAL ALLOWANCE

17.6.1 Rs.4/- per day with a ceiling of Rs.80/- in a month.

17.7 CANTEEN SUBSIDY

17.7.1 Rs.4/- per day of attendance.

17.8 REIMBURSEMENT OF SCHOOL FEES

17.8.1 Rs.15/- per month per child for maximum of 3 children upto 10+2 Class.

17.9 SAFE DRIVING BONUS

17.9.1 Rs.60/- for the first year of accident free driving

Rs.120/- for the second year of accident free driving

Rs.180/- for the third year of accident free driving

17.10 SPLIT SHIFT ALLOWANCE

17.10.1 Rs.3/- per day of attendance.

17.11 TURNOUT ALLOWANCE

17.11.1 Rs.25/- per month

18. RECOVERIES

18.1 Transport: Transport tariff will be raised by 66.6% from 1.5.89 rounded off to the nearest rupee i.e. from Rs.10/- to Rs.17/- and from Rs.15/- to Rs.25/-pm.

18.2 Canteen: To be raised by 60% with effect from 1.6.89 and by 75% with effect from 1.1.1991.

18.3 However in the case of Tea and Coffee the rate of increase in all Divisions other than Bangalore will be so adjusted that the revised rates will be equal to the revised rates at Bangalore.

18.4 Full Thali Meal Lunch/Dinner will be charged @ Rs.0.90 paise in all Divisions from 1.6.89. From 1.1.1991 the rates will be increased by 15% of 55 paise.

18.5 All other items will be increased as mentioned in para 18.2 above.

19. All other service conditions which are not specifically altered by this MOU will remain unchanged.

20. The parties will continue to adhere to existing industrial climate of co-ordination, understanding and sense of co-operation. They will continue the existing spirit of resolving disputes and differences peacefully through negotiations and constitutional means and thereby contribute to industrial peace, productivity and overall efficiency of the Company.

21. This settlement which is subject to approval of Government of India is full and final in respect of the demands raised by the unions in their Charter of Demands. No other demand, allowance or fringe benefits having financial implications will be considered during the pendency of this settlement.

SIGNED ON THE 5TH DAY OF MAY, 1989 AT BANGALORE.

MINUTES OF THE MEETING HELD WITH THE RECOGNISED UNIONS ON 26.4.89 TO 5.5.89

1. STITCHING CHARGES FOR UNIFORMS:

It is agreed that the stitching charges would be revised as follows from the Block years 1989-1991 i.e, 1.4.89 to 31.3.1991.

- a) Workmen issued with cloth Rs.50/- per set
for both Shirt/Coat & Trousers
- b) Women employees who are issued Rs.12/- per set
with Sarees and cloth for blouse

2. REIMBURSEMENT OF MEDICAL EXPENDITURE INCURRED BY WORKMEN OF KANPUR DIVN AND WHO ARE NOT COVERED UNDER ESI SCHEME.

It is agreed that the limit of reimbursement of medical expenditure in the case of workmen of Kanpur Division who are exempted by ESI Scheme is revised from Rs.720/- per annum to Rs.900/- per annum. This will be applicable from the financial year 1989-90. Other terms and conditions will remain unchanged.

3. GRANT OF SPECIAL ALLOWANCE

It is agreed that a Special Allowance of Rs.20/- per month from 1.1.87 will be granted to the workmen of Koraput and Korwa Divisions. This is subject to the following conditions:

- a) All the workmen of Koraput Division would be eligible for this special allowance;
- b) In respect of Korwa Division, the special allowance would be admissible only to those workmen who were not granted the personal allowance of one to three increments. In case of employees who received the personal allowance of one to three incre-

ments and an amount equivalent to Rs.20/- or more out of personal allowance was merged in their basic pay, this allowance is not admissible. In the case of those employees where such merger is less than Rs.20/-, they will get the difference between the amount merged and Rs.20/- as Special Allowance. For Example, if employee (A) get special allowance equivalent to two increments and only Rs.13/- was merged in his basic pay, he will be entitled to a special allowance of Rs.7.

4. Dearness Allowance Pattern for Nasik and Bombay Liaison Office.

HALEU Nasik has demanded in their Charter of Demands to change from the DA linked to Local CPI to All India CPI from 1.1.87 Management has agreed to their demand.

Accordingly, effective from 1.1.87, the existing practice of paying Dearness Allowance based on Local CPI at Nasik Division is replaced by a system of payment of Dearness Allowance linked to AICPI as at all the Divisions/Offices of the Company. Consequently, the workmen of Nasik Division will be eligible for House Rent Allowance and CCA on percentage basis as applicable to Nasik City. The pay of workmen of Nasik Division will also be fixed as indicated in para 8.1 of MOU. The workmen of Nasik Division will be eligible for fixed Dearness Allowance and variable Dearness Allowance as per para 6 of MOU, i.e., at par with the other Divisions.

Dearness Allowance at Nasik on local CPI as on 1.1.87 was 563 as against All India CPI of 557. The workmen of Nasik Division who were on the rolls as on 1.1.87 and continue to be on the rolls of Nasik Division will be paid a lumpsum amount of Rs.250/-. This lumpsum amount will not be counted for any purpose. With this lumpsum payment, the claim of workmen of Nasik Division for higher Dearness Allowance as on 1.1.87 will get extinguished.

As regards switching over of DA linked to local CPI in respect of Bombay Liaison Office; HALEU, Nasik will consult the concerned workmen and communicate their views.



BEML

MEMORANDUM OF UNDERSTANDING BETWEEN BEML MANAGEMENT AND EMPLOYEES/STAFF ASSOCIATIONS ON WAGE REVISION AND ALLIED MATTERS

The Memorandum of Settlement entered into between BEML Management and Employees' Associations on 25-11-1983 regarding wages and allied matters was effective from 1.1.1983 to 31.12.1986. The Associations had submitted a Charter of Demands during September 1986 and discussions on the demands had started in April 1987. After detailed discussions, the following understanding has been arrived at Bangalore on Third/Fourth May 1989.

TERMS OF AGREEMENT:

1. COVERAGE:

1.1 The Agreement will cover employees in Wage Groups A to E and S-1 who are governed by the provisions of Company's Standing Orders.

2. EFFECTIVE DATE AND DURATION:

2.1 The settlement shall be effective from 1.1.1987 for a period of FIVE YEARS i.e., from 1.1.1987 to 31.12.1991 and continue to be in force thereafter unless terminated, under the provisions of Industrial Disputes Act, 1947.

3. PAYSCALES:

3.1 The existing pay scales for Wage Groups A to E and S1 shall be revised as under:--

Group	Existing Rs.	Revised Rs.
A	550-11-770	1170-20-1507
E	585-14-865	1142-28-1702
C	650-20-850-22-1070	1207-40-1607-45-2057
D	715-24-955-26-1215	1272-50-1772-55-2322
E	770-30-920-35-1095- 40-1495	1327-60-1627-65-1952- 70-2652
S1	945-45-1395-50-1595	1502-75-1877-80-2277-85- 2702

4. DEARNESS ALLOWANCE:

4.1 With effect from 1.1.1987, there will be two separate elements of Dearness Allowance payable. These are, Fixed Dearness

Allowance (FDA) and Variable Dearness Allowance (VDA). The amount of FDA as on 1.1.1987 and 1.5.1988 and VDA as on 1.1.1987 will be as under:--

Pay in the Pre-revised Scales (Scales operated from 1.1.1983 to 31.12.1986.)	FDA ON		NEW SLAB ON 1-5-1989	
	1.1.87 Rs.	1.5.88* Rs.	Pay Rs.	Amount Rs.
Upto 700	100	200	701-800	220
701-1000	120	220	801-900	240
1001-1100	180	280	901-1000	260
1101-1200	240	340		
1201-1300	360	460		
1301 and above	420	520		

(*) This has reference to clause 6.1 infra.

The new FDA Slabs on 1-5-1989 will be in lieu of the existing FDA Slab of Rs.701 - 1000.

4.2 Whenever there is a change in the notional pre-revised basic pay drawn by the employees on account of drawal of increments/promotions etc., and if this involves a change in the pay slabs given above, the corresponding amount of FDA related to the slab is payable to the employees.

4.3 The VDA amount as on 1.1.1987 will be NIL and linked to AICPI of 672 (1960=100) being the average for the Three months of July, August and September of 1986. Adjustment of Variable Dearness Allowance will be at rate of Rs.1.65 per point under the existing method of calculation of Dearness Allowance from time to time.

4.4 The decision of Government of India, on the recommendations of the Tripartite Committee set up to go into the question of regulation of Dearness Allowance for PSUs following Industrial DA pattern will be made applicable to BEML.

5. FIXATION OF PAY IN THE REVISED PAY SCALES:

5.1 For employees who were on the rolls of the Company as on 31.12.1986 and continue to be on the rolls as on the date of this understanding, pay fixation in the revised pay scales will be done as under.

5.2 An amount of Rs.557 at AICPI 672 (1960=100) shall be added to the basic pay as on 31.12.1986 (excluding pay granted for family welfare) and the resultant figure will be fixed at the appropriate stage in the revised pay scale. If there is no appropriate stage, then the pay will be fixed at the next higher stage.

5.3 Pay anomaly cases, if any, arising out of the fixation of pay will be dealt with in accordance with the past practices established during the last wage revision.

5.4 In cases of employees whose increments/promotion falls due on or after 1.1.1987, the increments/promotion will be granted in the revised pay scales.

5.5 Employees joining Company Service on or after 1.1.1987, will be brought on to the revised pay scales directly.

6. LUMP SUM PAYMENT AND PAYMENT ARISING OUT OF WAGE REVISION:

6.1 For the full period from 1.1.1987 to 30.4.1988, a one time lumpsum payment of Rs.1600/- at the rate of Rs.100/-p.m. (Subject to attendance) will be made to employees in regular pay scales, who were on the rolls of the Company as on 1.1.1987, and continue to be in service on the date of signing this Understanding. This sum of Rs.100/- will be added to the FDA as from 1.5.1988.

6.2 In addition to the lumpsum payment, employees will be eligible to receive payments on account of differences in incremental rates and fixation in revised scales with effect from 1.1.1987 to 30.4.1988. It is agreed that calculations in respect of other payments/recoveries will not be reopened, unless otherwise specified in this MOU. From 1.5.1988 arrears will be calculated on the actual basis.

6.3 Employees who have retired or deceased on or after 1.1.1987 will be eligible for payment on a proportionate basis. Similarly, employees who have joined/entered the regular grades after 1.1.1987 will be eligible for payment on a proportionate basis. Further employees who were on Leave without pay will not be entitled for the lumpsum payment for the period of such leave.

7. HOUSE RENT ALLOWANCE (HRA):

7.1 FOR THE PERIOD 1.1.1987 TO 30.6.1989

7.1.1 HRA payment shall be at the existing rates and will be computed with reference to pay in the 1983 scales of pay. Under this clause, if an employee gets less HRA than what he was drawing on 1978 scales of pay plus Interim Relief, the same will be protected for the period up to 30.06.1989.

7.2 FOR THE PERIOD FROM 1.7.1989

7.2.1 HRA payment shall continue to be at the existing rates and will be computed on the basic pay in the revised pay scales effective from 1.1.1987.

7.3 There will be no change in the other conditions governing

the payments of HRA:

8. CITY COMPENSATORY ALLOWANCE (CCA):

8.1 FROM 1.1.1987 TO 30.6.1989

8.1.1 CCA payment shall be at the existing rates and will be computed with reference to pay in the 1983 scales of pay.

8.2 FOR THE PERIOD FROM 1.7.1989

8.2.1 CCA payment shall continue to be at the existing rates and will be computed on the basic pay in the revised pay scales effective from 1.1.1987.

8.3 There will be no change in the other conditions governing payment of CCA.

8.4 SPECIAL ALLOWANCE:

8.4.1 In places where no form of compensatory allowance is payable, a special allowance will be granted at the rate of Rs.20/- per month.

9. INTERIM RELIEF:

9.1 The Interim Relief along with consequential payments paid from 1.1.1986 to 31.12.1986 will not be recovered. Interim Relief and consequential payments thereon paid from 1.1.1987 onwards will be adjusted against final payments due under this MOU.

10. HOUSE RENT RECOVERY:

10.1 FROM 1.1.1987 TO 30.6.1989

10.1.1 House Rent recovery shall be made at the existing rates and will be computed on the basic pay in the 1978 scales of pay.

10.2 FROM 1.7.1989 ONWARDS:

10.2.1 House Rent recovery shall be made at 10%/7 1/2% of pay or assessed rent whichever is lower and will be computed on the basic pay of the 1983 scales of pay. The assessed rent in respect of quarters built prior to 1988 will be fixed at Rs.55/-.

10.3 Pay limit for recovery of HR @ 7 1/2% pay upto 30.6.1989 and from 1.7.1989 will be as under:—

From 1.1.1987 to 30.6.1989	- Rs.550 (1978 scales)
From 1.7.1989 onwards	- Rs.800 (1983 scales)

11. TRANSPORT RECOVERY:

11.1 The revised rates are as given in Annexure-I.

12. CANTEEN RATES:

12.1 The revised rates are given in Annexure-II to this MOU.

13. FRINGE BENEFITS (Effective from 1.5.1989)

(a) Night Shift Allowance:

The existing rates will be revised as under:--

- i) Second Shift Rs.3/- per day.
- ii) Third Shift Rs.4/- per day.

(b) Transport Allowance:

Rs.50/- per month subject to deduction of Rs.2/- per day of absence on leave or otherwise.

(c) Reimbursement of School Fee:

Will be increased from Rs.10/- per child to Rs.15/- per child per month. This coverage will be extended to Ten plus Two or equivalent.

(d) Lunch Allowance in Factories:

Lunch Allowance which is presently Rs.3/- per day (maximum of Rs.60/- per month) will be enhanced to Rs.4/- per day subject to a maximum of Rs.80/- per month.

(e) Safety Driving Bonus:

Will be revised to Rs.60/-, Rs.120/- and Rs.180/- from the present Rs.25/-, Rs.35/- and Rs.45/- respectively for Drivers. In respect of Despatch Riders, this will be Rs.25/-, Rs.40/- and Rs.60/- from the present Rs.10/-, Rs.20/- and Rs.30/- respectively.

(f) Reimbursement of Conveyance Expenditure:

- i) Cycle - Rs.15/- per month.
 - ii) Moped - Rs.50/- per month.
 - iii) Scooter/Moter - Rs.75/- per month.
- Cycle

(g) Turnout Allowance : Will be Rs.25/- per month.

14.1 All other terms and conditions governing the above fringe benefits will remain unaltered.

15. PROVIDENT FUND:

15.1 Management agrees to increase the existing PF contribution of 8.33% to 10% (with a matching contribution from the employees) subject to statutory provisions to be made by Government of India in this regard.

16. PENSION SCHEME:

16.1 A Bi-partite Committee of Management and Associations will be constituted to discuss and finalise a Pension Scheme. The Pension Scheme will be subject to Government's approval. In case Government of India agrees for implementation of the proposed scheme from 1.1.1989 or any other date, the Company will be authorised to effect recoveries of arrears of contributions from Workmen.

17. INDUSTRIAL, PEACE PRODUCTIVITY AND QUALITY OF LIFE:

17.1 The parties will continue to adhere to existing industrial climate of coordination, understanding and sense of cooperation. They will continue the existing spirit of resolving disputes and differences peacefully through negotiations and constitutional means and thereby contribute to industrial peace, productivity and overall efficiency of the Company.

17.2 The parties agree to achieve highest efficiency, performance and productivity consistent with safety, health and other measures viz., effective handling of resources, reducing wastages, improving quality and diminishing costs.

17.3 To achieve optimum utilisation of human, machine and material resources by promoting productivity oriented practices, the personnel shall be redeployed and redistributed wherever required. The Management shall ensure training consistent with skill dignity and earnings of employees keeping in view modernisation and sophistication.

17.4 The parties agree to make effective contribution to achieve excellence by adhering to following objectives.

- (i) Harmony and Co-operation.
- (ii) Striving for betterment.
- (iii) Effective strengthening of participative forums.
- (iv) Reduction of absenteeism.
- (v) Efforts will be made to improve quality of work life, job satisfaction and job enrichment. Necessary facilities will be provided to improve the skill of employees.
- (vi) It is agreed to cooperate and maintain discipline at all levels.
- (vii) It is agreed to further improve house keeping.
- (viii) It is agreed to further improve safety consciousness among employees at all levels.
- (ix) All efforts will be made to further improve customers service and delivery.
- (x) Associations will cooperate with the Management in ensuring dropping job-cards and time dockets promptly.

18. The present settlement is full and final in respect of the Charter of Demand raised by the Employees Associations. No other allowances or fringe benefits having financial implications will be considered during the pendency of this settlement.

19. The terms and conditions agreed to in this settlement are subject to approval of Government of India.

SIGNED ON THIRD/FOURTH, MAY NINETEEN EIGHTYNINE (03/04/05-1989).

REPRESENTING MANAGEMENT
S/Shri

REPRESENTING EMPLOYEES
S/Shri
BEMEA, BANGLORE COMPLEX

01. (VP Sarma)
Director (Finance)

01. (K.Basappa)
President

02. (NP Manjunatha)
Director (Personnel)

02. (B.Pompanna)
Vice-President

03. (S S Rao)
Chief General Manager (Pers)

03. (S Gurudutt)
General Secretary

04. (C Gopal Rao)
Asst. Gen Manager
(Pers & Admin)

04. (M Chandre Gowda)
Asst. Secretary

05. (Dr.A Jeevan Jaya)
Asst. Gen. Manager (Pers & HRD)

05. (R Ravindran)
Treasurer

06. (JAK Tareen)
Senior Personnel Manager

BEMEA, KGF COMPLEX

07. (KBRustagi)
Personnel Manager

01. (C Venugopalan)
President

08. (NC Seetharama Sastry)
Personnel Manager

02. (S Thamodaran)
II Vice-President

09. (S Raghavaiah)
Personnel Manager

03. (D Nagarajan)
General Secretary

10. (HG Ramachandra Rao)
Personnel Manager (IR)

04. (R Sathyamoorthy)
Joint Secretary

11. (TG Srinivasa Murthy)
Personnel Officer

05. (D Soundararajulu)
Assist. Secretary

12. (K Narayana)
Accounts Officer (Wages)

13. (BM Subramani)
Personnel Officer

BEMEA, MYSORE COMPLEX

14. (YG Narasimhan)
Personnel Officer

01. (L Nagaiah)
President

02. (KA Kenchappa)
Vice-President

03. (HN Krishnamurthy)
General Secretary

04. (Parashiva Murthy)
Asstt. Secretary

05. (MN Narayanachar)
Treasurer

BEMLSA (HQ/MKG), BANGALORE

01. (A Lakshmikantha)
President

02. (S. Suryanarayana Rao)
Vice- President

03. (BS Venkataramu)
General Secretary

WITNESSES

01. (BV Krishna Murthy)

02. (SAP Subbanna)

03. (P Nageshwar Rao)

ANNEXURE - I
TRANSPORT RECOVERY RATES

	EXISTING	REVISED WEF
BANGALORE		1-5-1989
Salary level in 1987 Scale Rs.1107 - 1256	Rs.10/-	Rs.17/-
Salary level in 1987 from Rs.1257 and above	Rs.15/-	Rs.25/-
KOLAR GOLD FIELDS		1-7-1991
Robertsonpet/Swarankuppam/ Oorgaumpet	Rs.15/-	Rs.20/-
Andersonpet/Marikuppam/ Champion Reef	Rs.20/-	Rs.25/-
Bangarapet/Bethmangala	Rs.30/-	Rs.30/-
Kolar/Mulbagal	Rs.75/-	Rs.75/-
MYSORE		1-7-1991
Wage Groups A to D	Rs.20/-	Rs.25/-
Wage Groups E & S1	Rs.25/-	Rs.30/-

ANNEXURE - II
REVISED CANTEEN RATES IN FACTORY DIVISIONS

	Existing Rates	1.5.89 to 30.6.91	Revised Rates 1.7.91 <u>Onwards</u>
1. Meals-Full	Re.0.55	Re.0.80	Re.0.90
-Plate	Re.0.25	Re.0.40	Re.0.45
2. Ricebath (Chitranna)	Re.0.15	Re.0.25	Re.0.30
3. Idli-Single	Re.0.10	Re.0.15	Re.0.15
4. Karabath	Re.0.15	Re.0.25	Re.0.30
5. Pongal	Re.0.15	Re.0.25	Re.0.30
6. Vada/Bonda	Re.0.10	Re.0.15	Re.0.20
7. Dosa	Re.0.15	Re.0.25	Re.0.30
8. Bun		ACTUAL PRICE	
9. Bajji	Re.0.15	Re.0.25	Re.0.30
10. Coffee	Re.0.15	Re.0.25	Re.0.30
11. Tea	Re.0.10	Re.0.15	Re.0.20

INDIAN TELEPHONE

INDIAN TELEPHONE INDUSTRIES LIMITED
REGISTERED AND CORPORATE OFFICE
49 MUSEUM ROAD, BANGALORE -560001

MEMORANDUM OF UNDERSTANDING REACHED ON WAGE REVISION AND RELATED ISSUES AT THE JOINT COMMITTEE MEETING HELD ON 5TH MAY 1989, AT CORPORATE OFFICE, BANGALORE

The Management and the Unions after protracted negotiations agree to sign the settlement on Wage Revision and other issues arising out of the Charters of Demands submitted by the Unions consequent to the expiry of Settlement on Wages and related matters on 31.12.86, on the following terms and conditions:

1.1 In the context of fast changing technologies, competitive environment and tremendous growth potential in the field of Telecommunication in our country, both Unions and the Management commit themselves to work together for attaining the objectives of Quality, Delivery and Cost and increase production, productivity and profitability.

1.2 It is also realised that re-training, redeployment and re-adjustment of manpower, changes in the Work culture and increased availability of the employees at the work spot with commitment to productivity, would have to be achieved in the context of the changing requirements of the Company. Towards this end, employees and Unions assure full co-operation with the Management for implementing changes as may be required.

2. COVERAGE

2.1 The Agreement will cover all categories of workmen in Category 'A' to 'H' who were on the rolls of the company as on 1.1.1987 and who continue to be on the rolls on the date of the Agreement.

2.2 However, employees who have resigned, retired or died during this period, i.e., from 1.1.87 upto the date of signing of the Agreement will be eligible to arrears on a pro-rata basis wherever due.

3. EFFECTIVE DATE AND DURATION

The Settlement will take effect from 1st January 1987 and will be in force for a period of 5 years there from, and shall continue to be in force thereafter as per the Industrial Disputes Act 1947 / UP Indus-

trial Disputes Act, 1947.

4. WAGE STRUCTURE

4.1 The wage structure effective from 1.1.1987 will consist of Basic Scales of Pay, Fixed Dearness Allowance and Variable Dearness Allowance.

5. REVISED PAY SCALES

5.1 The existing Pay Scales for workmen in Category 'A' to 'H' are revised as under, with effect from 1.1.1987:

CATEGORY	EXISTING	REVISED
A	550-11-770	1107-20-1507
B	580-12-700-13-830	1137-22-1357-25-1607
C	595-13-725-15-875	1152-26-1412-30-1712
D	630-16-790-18-970	1187-34-1527-36-1887
E	650-20-850-22-1070	1207-40-1607-45-2057
F	715-24-955-26-1215	1272-50-1772-55-2322
G	770-30-920-35-1305	1327-60-1627-65-2342
H	835-35-1010-40-1490	1392-65-1717-70-2627

6. DEARNESS ALLOWANCE

6.1 Dearness Allowance will consist of two elements, viz. Fixed Dearness Allowance (FDA) and Variable Dearness Allowance (VDA) with effect from 1.1.1987.

6.2 FIXED DEARNESS ALLOWANCE (FDA)

Amount of FDA will vary with slabs of pre-revised Basic Pay (1983 scales). The following is the FDA table:

Basic Pay Slabs in the pre-revised 1983 Scales	Amount of FDA		
	From 1.1.87	1.5.88	1.5.89
Rs.	Rs.	Rs.	Rs.
Up to 700	100	200	200
701-800	120	220	220
801-900	120	220	240
901-1000	120	220	260
1001-1100	180	280	280
1101-1200	240	340	340
1201-1300	360	460	460
1301 and above	420	520	520

6.3 Whenever there is change in notional pre-revised Basic Pay drawn by the employee, on account of drawal of increment/promotion and if this involves a change in the pay slabs as indicated above, the corresponding amount of FDA related to the pay slab will be payable to the employee.

6.4 VARIABLE DEARNESS ALLOWANCE

Variable Dearness Allowance as on 1.1.87 will be Re.0.10 (Ten paise only) linked to AICPI 672 (1960 = 100). Adjustment in VDA will be at the rate of Rs.1.65 per point with reference to AICPI 672 (Quarterly Average of July, August and September 1986 AICPI) as per existing practice.

6.5 The recommendation of the Tripartite Committee, set up by the Government of India in the matter of revision of the rate of D.A. in public sector undertakings, as accepted by the Government of India, will govern the payment of D.A. in the company. Till then the existing practice of adjusting VDA @ Rs. 1.65 per point shift in AICPI (1960 = 100) will continue.

7. FIXATION OF PAY

7.1 Fixation of pay in the revised pay scales from 1.1.87 in respect of the employees who were on the rolls of the Company as on 31.12.86 shall be as under:

An amount of Rs.557 from DA of Rs.557.10 at AICPI 672 as on 31.12.86 will be added to the Basic Pay as on 31.12.86. The resultant amount shall be the Basic Pay in the revised pay scales as on 1.1.87. If the Basic Pay arrived at as above equals an appropriate stage in the revised pay scales, fitment will be made at that stage, and if it does not, fitment will be made at the next higher stage.

7.2 Any anomaly arising out of this method of fixation will be dealt with in accordance with the past practice established during the last wage revision.

7.3 In case of employees whose increments/promotions falls due on or after 1.1.1987, the increment/promotion will be granted in the revised pay scales.

7.4 Employees joining service on or after 1.1.1987 will be brought to the revised scales of pay directly.

7.5 Personal pay, if any, sanctioned as incentive under Family Planning Scheme will not be taken into account for the purpose of fixation of pay. This will continue to be paid at the existing rules.

7.6 The benefit of pay revision shall not be applicable to employees who left the services of the company on the following grounds:

- a) Dismissal.
- b) Resignation without permission or notice.
- c) Resignation where disciplinary action against him for misconduct involving moral turpitude had already been initiated and was

in progress.

d) Resigned without notice where bond liability has not been discharged.

8. LUMP SUM PAYMENT

8.1 For the period from 1.1.87 to 30.4.88, a one time lumpsum payment of Rs.1600 (at the rate of Rs.100 per month subject to attendance for 16 months from 1.1.87) will be made to regular employees in Category 'A' to 'H' who were on the rolls of the Company and continue to be on the rolls on the date of signing of the Agreement. Employees who have died or left the service of the Company on or after 1.1.87 and those who joined/entered the regular service of the Company on or after 1.1.87 will be entitled to this amount on a pro-rata basis.

8.2 The Lumpsum payment will not count for any consequential payment/benefits.

8.3 From 1.5.88 the Lumpsum payment of Rs.100 per month will be converted and merged into FDA as indicated in clause 6.2.

8.4 The payment of arrears will only comprise of fixation benefit if any, HRA, CCA, Special Allowance and difference in increments as per terms of this MOU. Provident Fund and Gratuity will be recalculated. It is agreed that calculations in respect of other payments/recoveries will not be reopened unless otherwise specified in the MOU.

9. INTERIM RELIEF

9.1 The Interim Relief along with consequential benefits paid from 1.1.1986 to 31.12.86 will not be recovered. However, the amount of Provident Fund due from the employees will be recovered. Interim Relief and Consequential payments thereon paid from 1.1.87 onwards will be adjusted against final payments due under this Agreement.

9.2 Interim Relief will be converted to Fixed Dearness Allowance (FDA) from 1.1.1987. FDA movements on the basis of pay slabs will be linked to 1983 pay scales, as per clause 6.2.

10. HOUSE RENT ALLOWANCE

10.1 From 1.1.87 to 30.6.89

HRA payments will be made under the existing procedure and rates and will be computed on the notional basic pay in the pre-revised (1983) Pay scale. Under this clause if an employee gets less HRA than what he was drawing on 1978 scales + IR the same will be protected for the period upto 30.06.89.

10.2 From 1.7.89

HRA payments will be made under the existing procedure and rates and will be computed on the revised basic pay in the 1987 Pay scales.

10.3 All other conditions governing the payment of HRA will continue.

11. HOUSE RENT RECOVERY

11.1 From 1.1.1987 to 30.6.89

House Rent recovery shall be made at the existing rates/ rules of 7.5% of the mid point of the basic pay upto Rs.550/- and 10% of the mid point of the basic pay beyond Rs.550/- p.m. on the 1978 scales of pay.

11.2 From 1.7.89

House Rent recovery shall be made at the existing rates / rules of 7.5% of the mid point of the basic pay upto Rs.770/- and 10% of the mid point of the basic pay beyond Rs.770/- p.m. in the pre-revised pay structure of 1983 scales.

11.3 There will be no change in the existing procedure and conditions governing House rent recovery except that the recovery will be made without reference to Standard Rent in view of the increased Maintenance cost and upkeep. However for the existing occupants of Type 'D' & 'E' Quarters in 'A' Area of Bangalore complex, the rent will be revised to Rs.35.50 and Rs.30 per mensem respectively. In 'B' Area of Bangalore complex the existing occupants 'E' type Quarters built before 1975 will not be required to pay more than Rs.93 pr mensem.

12. CITY COMPENSATORY ALLOWANCE (CCA)

12.1 From 1.1.87 to 30.6.89

CCA payments will be made as per the existing procedure and rates and will be computed on the notional basic pay in the pre-revised (1983) Pay Scale, as follows:

'A' Class	- 6% of basic pay subject to a maximum of Rs.75 per month, from 1.1.87 to 31.3.87 and Rs.100 per month from 1.4.87 onwards.
'B1' Class	- 4.5% of Basic Pay subject to a maximum of Rs.50 per month from 1.1.87 to 31.3.87 and Rs.75 per month from 1.4.87 onwards.
'B2' Class	- 3.5% of Basic Pay subject to a maximum of Rs.10 per month from 1.1.87 to 31.3.87 and Rs.20 per month from 1.4.87 onwards.

12.2 From 1.7.89

CCA payments will be made as per the existing procedure and rates and will be computed on the revised basic pay in the 1987 pay scales as follows:

'A' Class	-6% of basic pay subject to a maximum of Rs.100/- per month.
'B1' Class	-4.5% of Basic Pay subject to a maximum of Rs.75/- per month.
'B2' Class	-3.5% of Basic Pay subject to a maximum of Rs.20/- per month.

13. PROVIDENT FUND

The Management agrees to increase the existing PF contribution rates of 8.33% to 10% subject to Government approval, effective from the date so notified and approved by the Government.

14. PENSION SCHEME

A Bipartite committee will be constituted to discuss and formulate the Pension Scheme. Implementation of the Pension Scheme will be subject to Government approval. In case the Government of India agrees for the implementation of the scheme from 1.1.89 or any other date the Company will be authorised to effect recoveries of arrears of contribution from workmen.

15. FRINGE BENEFITS

15.1 All the Fringe Benefits revised and agreed to hereunder will be effective from 1.5.89 and shall be governed as per the existing practice and conditions.

15.2 SHIFT ALLOWANCE

B Shift - Rs.3 per shift

C Shift - Rs.4 per shift

15.3 CYCLE ALLOWANCE

Rs. 15 per month

15.4 CONVEYANCE ALLOWANCE

Rs.50 per month subject to an attendance of a minimum of 15 days in the month.

15.5 REIMBURSEMENT OF CONVEYANCE EXPENDITURE

Scooter/Motor cycle - Rs.75 per month

Moped - Rs.50 per month

15.6 REIMBURSEMENT OF SCHOOL FEES

Employees will be eligible to claim reimbursement of School Fee not exceeding Rs.15/- per month per School going child of the employees subject to a maximum of three school going children

upto 10+2 level. (Reimbursement would be applicable from the academic year 1989-90 onwards)

15.7 LUNCH REIMBURSEMENT

Rs.4 per day subject to a maximum of Rs.80 per month and subject to existing rules and conditions.

15.8 SPLIT SHIFT ALLOWANCE

Rs.2.50 per day.

15.9 CANTEEN ALLOWANCE

Rs.4 per day of attendance in places where Company canteen facilities are not provided.

15.10. TURNOUT/PARADE ALLOWANCE

Rs.25 per month for Security and Fire fighting staff.

16. SPECIAL ALLOWANCE

A Special Allowance of Rs.20 per month from 1.1.87 will be admissible to the employees of Rae bareli, Palghat, Mankapur and other locations to be notified, where no form of compensatory allowance is payable.

17. TRANSPORT RECOVERY

The existing rate will be revised to Rs.25 per month with effect from 1.5.89. Other terms and conditions remain unaltered.

18. CANTEEN RATES

The existing rates in Canteen will be revised as per Annexure 1, 1A & 1B as the case may be.

19. This settlement is in full and final settlement of all the demands raised by the Unions in their Charters of Demands and none of them shall form a point of industrial dispute during the period of the Settlement. Further the Unions agree not to reopen any of the matters provided under the Settlement or to raise any fresh demands which involves additional financial burden on the Company, during the period of the Settlement.

20. This agreement is subject to the approval of Government of India and any payments due under this MOU will be payable after the signing of the Settlement.

JOINT COMMITTEE

Representing Management

Representing workmen

PROCEEDINGS OF THE MEETING OF THE JOINT COMMITTEE OF ITI HELD BETWEEN 26th APRIL 1989 AND 5th MAY 1989 AT CORPORATE OFFICE, BANGALORE.

The Management indicated the final stand on issues raised by the Unions in the Charter of Demands on wages and related matters. After discussions, the final offer of the Management was accepted by the Unions, with such modifications as were mutually agreed upon, and it was agreed to sign a Memorandum of Understanding on the agreed terms, subject to further Agreement that the following issues would be discussed and settled outside the Memorandum of Settlement separately:

1. It was agreed that the following issues will be discussed in the Joint Committee Meeting:—

- (i) Rationalisation of LTC/LLTC Scheme.
- (ii) Rationalisation of Cash Handling Allowance Rates.
- (iii) Enhancement of budget allocation towards Vehicle Advance and interest subsidy for loans availed from financing agencies towards purchase of vehicles.

2. The Unions demanded enhancement of Special Allowance being paid to employees who are physically handicapped, to be raised to Rs.150/- per month besides providing free transport. Management indicated that the payment of this allowance to physically handicapped employees is being regulated in accordance with Government guidelines in this regard and if Government approves any revision in such rates, the same will be adopted by the company.

3. The Union representatives of J & K Unit demanded revision of Winter Allowance & Hill Compensatory Allowance rates and removal of ceiling thereon. It was agreed that this issue will be discussed further.

4. Unions demanded for revision of cash award for acquiring higher qualifications. Management informed that the scheme of giving cash awards to employees acquiring higher qualifications is being examined by a Committee and decision thereon will be taken before 15.08.89.

5. Naini and J&K Srinagar Unions demanded that medical reimbursement rules be revised. It was indicated by the Management that this issue is being examined by the Management, and the same will be discussed in the Joint Committee Meeting.

**ANNEXURE I
CANTEEN RATES
NAINI, RAE BARELI AND MANKAPUR UNITS**

Items*	Rates Operative from	
	1.5.89	1.7.91
	Rs.	Rs.
1. Meals	1.20	1.25
2. Tea	0.25	0.25
3. Coffee	0.50	0.50
4. Snacks (Bread,Samosa, Pakoda,Pappdi, Sohal,etc.)	0.20	0.25
5. Butter/Eggs/ Cold Drinks J&KUNIT	Rates on 'No Profit No Loss basis'	
1. Lunch	1.50	1.60
2. Bread Slices (Two)	0.20	0.25
3. Tea	0.25	0.25
4. Coffee	0.30	0.30

*Rates enhancement is in respect of items which are being served and not for introduction of new items.

ANNEXURE I A CANTEEN RATES

BANGALORE COMPLEX

ITEMS*	Rates Operative from	
	1.5.89	1.7.91
	Re	Re.
Meals	1.00	1.10
Coffee	0.30	0.30
Tea	0.20	0.25
Milk	0.30	0.35
Plain Rice	0.25	0.30
Rasam	0.15	0.15
Sambar	0.15	0.15
Idli	0.15	0.15
Sambar Rice	0.35	0.40
Bread Slice	0.15	0.15
Kesar Bath	0.35	0.35
Kara Bath	0.25	0.30
Rice Pongal	0.25	0.30
Veg.Pulav	0.25	0.30
Curd Rice	0.35	0.35
Curd	0.35	0.35
Chiranna	0.35	0.35
Veg.Gravy	0.25	0.30
Sweet Pongal	0.35	0.40

Butter Milk 0.15

0.20

*Rate enhancement is in respect of items which are being served and not for introduction of new items.

ANNEXURE I B

CANTEEN RATES

PALGHAT UNIT

ITEMS*	Rates Operative from	Rates Operative from
	1.5.89	1.7.91
	Re.	Re.
1. Meals	1.00	1.10
2. Bread (1 Slice)	0.10	0.10
3. Tea	0.20	0.25
4. Milk	0.30	0.35
5. Plain Rice	0.25	0.30
6. Rasam	0.15	0.15
7. Sambar	0.15	0.15
8. Idli	0.15	0.15
9. Dosa	0.25	0.30
10. Upama	0.25	0.30
11. Papad	0.10	0.10

*Rates enhancement is in respect of items which are being served and not for introduction of new items.



DAVID BROWN GREAVES LIMITED CHINCHWAD, PUNE 411 019

**MEMORANDUM OF SETTLEMENT
(Under Section 2 (p) of the Industrial Disputes Act, 1947)**

**NAMES OF THE PARTIES : DAVID BROWN GREAVES LIMITED
CHINCHWAD, PUNE 411 019**

AND

**THEIR WORKMEN AT CHINCHWAD,
REPRESENTED BY THE GREAVES
COTTON & ALLIED COMPANIES
EMPLOYEES UNION. BOMBAY 400 001**

**Representing
David Brown Greaves Ltd.
Chinchwad, Pune 411 019**

- 1. Shri U.B. Rao
Chief Executive**
- 2. Shri A.T. Kukreja
General Manager**
- 3. Shri S.N. Nandre
Manager - Personnel**
- 4. Shri G.J. Bakshi
Personnel Officer**
- 5. Shri M.V. Wagle
Vice President
Greaves Cotton & Co. Ltd.**
- 6. Shri S.R. Khot
Dy. General Manager
Personnel
Greaves Cotton & Co. Ltd.**
- 7. Shri M.T. Deshmukh
Personnel Manager
Greaves Cotton & Co. Ltd.**
- 8. Shri M.V. Sagade
Personnel Manager
Greaves Cotton & Co. Ltd.**

**Representing
Greaves Cotton & Allied
Companies Employees'
Union, Bombay- 400 001.**

- 1. Shri Madan Phadnis
President**
- 2. Shri P.R. Rao
Secretary**
- 3. Shri S.D. Godse
Member, Managing Committee**
- 4. Shri L.S. Maru
Member, Negotiating Committee**
- 5. Shri V.V. Kadam
Member, Negotiating Committee**
- 6. Shri D.J. Shitole
Member, Negotiating Committee**

SHORT RECITAL OF THE CASE

On 26th May, 1988, the Greaves Cotton & Allied Companies

Employees' Union Bombay a registered Trade Union, served a Charter of Demands on the Management of Messrs. David Brown Greaves Ltd., Chinchwad, Pune 411 019, on behalf of the workmen employed at their Works for its consideration. The parties thereafter bilaterally negotiated over the abovesaid Charter of Demands, from time to time and as a result thereof an agreement has been arrived at as under:

The parties desire that this Agreement should be reached in a Settlement in terms of Section 2 (p) read with Section 18(1) of the Industrial Disputes Act. 1947.

TERMS OF SETTLEMENT

1. APPLICATION:

This Settlement will cover all the workmen of the Company, except casual workmen and trainees.

2. WAGE SCALES (Demand No.1):

With effect from 1st June, 1988, the revised scales of daily rated and monthly rated workmen as shown in Annexure 1 and Annexure 2 respectively, to this Settlement shall be applicable. However, no workmen will be stagnated at the maximum of his scale during the currency of this settlement, and for a further period of two years thereafter and that such workmen will continue to draw the last rate of increment in the said scale during that period.

3. FITMENT AND ADJUSTMENT (Demand No. 2):

To the basic wage as on 1st June 1988, (including any increment due and paid on that date) of the workmen, Rs. 5/- per day in the case of daily rated workmen, and Rs.130/- in the case of monthly rated workmen shall be added. The wage so arrived at will be fitted in the corresponding new scale by bringing it up to the minimum of new scale, if it is less than the minimum, or where it is above the minimum but not a step in the revised scale, by stepping up to the next higher stage in the scale. After the fitment of the workmen as aforesaid, service increments on the following basis shall be added to that wage in the new scale:

INCREMENTS

Span of Service	Increments
(1) For service of less than 6 years as on 1st June, 1988	Nil
(2) For service of 6 years and above but below 12 years as on 1st June,	One increment

1988

(3) For service of 12 years and above
but below 18 years as on 1st June,
1988 Two increments

(4) For service of 18 years and above
as on 1st June, 1988 Three increments

The wage so arrived at will be the basic wage of the workman as on 1st June, 1988 and the next annual increment will be due on the existing anniversary date, which remains unchanged.

4. DEARNESS ALLOWANCE (Demand No. 3):

With effect from 1st June, 1988, the scheme of Variable Dearness Allowance, will be as under:

Pune Consumer Price Index	Rate of Variable Dearness Allowance
Upto 590 points	5.75 paise per point per day
From 591 points to 690 points	6 paise per point per day
From 691 points & above	6.25 paise per point per day

Workmen shall also be entitled to the following Additional Dearness Allowance:

ADDITIONAL DEARNESS ALLOWANCE

Basic Wage Slab	Amount of Additional Dearness Allowance
i. Less than Rs. 350/- per month	Rs.130/- per month
ii. Rs.350/- and more, but below Rs.400/- per month	Rs.138/- per month
iii. Rs.400/- and more, but below Rs.450/- per month	Rs.151/- per month
iv. Rs.450/- and more, but below Rs.500/- per month	Rs.164/- per month
v. Rs.500/- and more, but below Rs.550/- per month	Rs.177/- per month
vi. Rs.550/- and more, but below Rs.600/- per month	Rs.190/- per month
vii. Rs.600/- and more, but below Rs.650/- per month	Rs.206/- per month
viii. Rs.650/- and above per month	Rs.220/- per month

EXTRA ALLOWANCE

It is agreed between the parties that the workmen who are drawing basic salary/wage less than Rs.350/- per month will be

paid with effect from 1st June 1988, an Extra Allowance of Rs.15/- (Rupees fifteen only) per month. It is further agreed that when the basic salary/wages drawn by these workmen exceeds Rs.350/- per month, this 'Extra Allowance' will automatically stand withdrawn and they will not be eligible to receive the same.

NOTE: For computation of this Additional Dearness Allowance/ extra Allowance in the case of daily rated workmen, their monthly wage will be determined by multiplying the daily wage by 26.

5. HOUSE RENT ALLOWANCE (Demand No.4):

With effect from 1st June, 1988, daily rated workmen will be entitled to House Rent Allowance at the rate of Rs.9.65 per day and monthly rated workmen will be entitled at Rs.251/- per month, as the case may be, prorata for the days for which they are entitled to receive wages.

6. LEAVE TRAVEL ALLOWANCE (Demand No.5):

All permanent workmen shall be entitled to Leave Travel Allowance as per the table given below on completion of one year of service on their availing of at least six days' Privilege Leave. Such workmen, will however, be allowed to accumulate two consecutive years' entitlement of leave travel allowance, on their taking ten days' privilege leave. This will take effect from 1st June, 1988.

Basic Wage Slab	Leave Travel Allowance
1. Less than Rs.350/- per month	Rs.1200 per annum
2. Rs.350/- and above, but less than Rs.600/- per month	Rs. 1350 per annum
3. Rs. 600/- and above per month	Rs.1500 per annum

The difference in LTA for the period 1st June 1988 to 31st December 1988, shall be paid in lump-sum to those employees who have availed LTA for the years 1988 at the old rate.

7. OUTSTATION ALLOWANCE (Demand No.6):

Workmen who are sent out of station on duty, will be entitled to the following Outstation Allowance and class of railway journey effective 1st January 1989. The payment of Outstation Allowance is subject to the condition, that the workman concerned is required to stay away from his normal residence, overnight:

Basic Wage Scale	Outstation Allowance & Class of Railway Journey
1. Less than Rs.370/- per month	Rs.75/- per day and II class Railway Journey
2. Rs.370/- and above, but	Rs.85/- per day and II Class

less than Rs.520/- per month	Railway Journey
3. Rs.520/- and above, but less than Rs.620/- per month	Rs.85/- per day and I Class Railway Journey
4. Rs.620/- and above per month	Rs.95/- per day and I Class Railway Journey

If the journey commences after or concludes before mid day (12 noon), only half the outstation allowance will be paid for the day in question.

Any workman who was in the past allowed I Class Railway Journey, shall continue to be allowed the Class of Railway Journey, as personal to him.

8. EDUCATION ALLOWANCE (Demand No. 7)

With effect from 1st June, 1988, Daily rated workmen will be entitled to Education Allowance at the rate of Rs.4.50 per day and Monthly rated workmen will be entitled at Rs.117.00 per month, as the case may be, prorata for the days for which they are entitled to receive wages.

Education Allowance will not be taken into account for the purpose of Provident Fund, Bonus, Overtime and Gratuity.

9. SPECIAL ALLOWANCE (Demand No. 8):

With effect from 1st June, 1988, Daily rated workmen will be entitled to Special Allowance at the rate of Rs.6.77 per day, and Monthly rated workmen will be entitled at Rs.176.00 per month, as the case may be, prorata for the days for which they are entitled to receive wages.

It is further agreed that Special Allowance received by the workmen will be taken into account for the purposes of Provident Fund, Bonus, Overtime, Gratuity, or any other benefits.

10. SHIFT ALLOWANCE (Demand No. 9):

As an overall Settlement, this Demand is not pressed by the Union.

11. LUNCH ALLOWANCE (Demand No. 10):

Workmen who are sent out on duty before their lunch recess or during the lunch recess, but before they have had their lunch and are unable to return to the place of work before the expiry of the lunch recess, will be entitled to lunch allowance at Rs.10 per meal at all wage levels. This will have effect from 1st January, 1989.

12. CONVEYANCE ALLOWANCE (Demand No. 11):

With effect from 1st June 1988, Daily Rated workmen will be entitled to Coveyance Allowance at the rate of Rs.3/- per day and Monthly Rated workmen will be entitled to Rs.78/- per month, as the case may be, prorata for the days for which they are entitled to receive wages.

Conveyance Allowance will not be taken into account for the purpose of Provident Fund, Bonus, Overtime, and Gratuity.

13. PAID HOLIDAYS (Demand No. 12):

This demand is not pressed by the Union, and the existing practice of seven paid holidays in a year, will continue.

14. MONTHLY ATTENDANCE BONUS (Demand No. 13):

14.A) The existing rate of payment and the rules governing the payment, will continue.

ANNUAL ATTENDANCE BONUS:

14.B) In addition to the existing monthly Attendance Bonus, the Company will introduce an Annual Attendance Bonus, on the following basis:

No. of days of Attendance	Annual Attendance Bonus
Attendance for 265 days & above	Rs. 300.00
Attendance between 255 days and more but less than 265 days	Rs. 275.00
Attendance between 245 days and more but less than 255 days	Rs. 240.00
Attendance between 225 days and more but less than 245 days	Rs. 200.00
Attendance between 200 days and more but less than 225 days	Rs. 100.00
Attendance less than 200 days	Nil

It is agreed that the amount of Annual Attendance Bonus for the period 1st June 1988 to 31st December 1988, will be calculated and paid on a prorata basis to the eligible Workmen under the Scheme.

15. CASH HANDLING ALLOWANCE (Demand No. 14):

Those workmen who are required to fill in pay packets with cash money on the occasion of disbursement of wages, wage arrears payment and Bonus generally to all workmen, will each be paid a cash handling allowance of Rs.12/- (Rupees twelve only) per day per occasion. This will be implemented with effect from 1st January, 1989.

16. MEDICAL BENEFITS (Demand No.15):

With effect from 1st June, 1988, a permanent workman who is not covered or ceases to be covered by the Employees' State Insurance Scheme (i.e. ceases to receive benefits under the ESI Scheme by reason of the fact, that his wages exceed Rs. 1600/- per month) will be entitled to reimbursement from the Company with effect from the date of following the date of expiry of his corresponding benefit period, of medical expenses of himself and his family consisting of his wife, dependant parents and children subject to a maximum limit of Rs.1000/- (Rupees one thousand only) for a calendaryear.

A workman claiming the benefits of reimbursement will have to produce prescriptions, bills, vouchers, etc. in support of his claim.

This yearly entitlement of medical reimbursement or any balance thereof will be allowed to be carried forward for a further period of subsequent two calendar years. Accumulation inclusive of current years limit at any one time in excess of Rs. 3000/- (Rupees three thousand only) will automatically lapse to the extent of such excess.

In the event of such workman being covered again by the Employees' State Insurance Scheme, as a result of the wage limit under the Scheme for the purposes of coverage of employees being raised, he will again qualify only for six days' sick leave per calendar year and will not be entitled to reimbursement of medical expenses from the Company from the commencement of his benefit period under the Scheme. A workman who becomes eligible to receive the Medical Benefits under this clause, any time in the middle of the year, will be entitled to receive proportionate amount of such reimbursement for part of the year. The difference of Medical Benefits for the period 1st June, 1988 to 31st December 1988 will be credited to the account of concerned workmen.

17. BLOCK CLOSURE (Demand No. 16):

This demand is not pressed by the Union and existing practice

in this regard will continue.

18. INTEREST FREE LOANS (Demand No. 17):

In view of the overall settlement, this demand is not pressed by the Union.

19. ACCIDENT INSURANCE (Demand No. 18):

It is agreed between the parties that all the permanent workmen will be covered under suitable Group Personal Accident Insurance Policy, in respect of the risk of accident injuries and/or fatality arising therefrom.

It is further agreed that upon the Company insuring the workmen under the Accident Insurance Policy, the accident benefit scheme will be discontinued forthwith.

Further, in case a workman is entitled to receive any compensation under the Workmen's Compensation Act, 1923 the same will be settled out of the claim amount received under the above referred policy. Further, it is also agreed between the parties that on a workman being covered under the ESI Act, his coverage under the Accident Insurance Policy as referred to hereinabove, shall be discontinued.

Further in the event of a workman sustaining an injury, arising out of and in the course of employment necessitating hospitalisation, the medical expenses in respect of such treatment, will be initially borne by the Company and adjusted against the proceeds of the Insurance Claim to the extent possible.

The existing practice of referring workmen to recognised hospitals for treatment of employment injuries will remain unchanged.

20. GRATUITY (Demand No. 19):

It is agreed between the parties that effective 1st June, 1988, Gratuity shall be paid as provided under the Payment of Gratuity Act 1972, subject to the following:

(a) The Gratuity will be payable in respect of the entire services of a workman, regardless whether salary/wage exceeds Rs.2,500/- (Rupees two thousand five hundred only) per month.

(b) Salary for the purposes of computing the Gratuity shall be the salary/wage payable to the workman on the date of retirement, resignation, termination.

(c) Gratuity payable shall not exceed Rs. 50,000/- (Rupees fifty thousand only) or such other higher maximum Gratuity as may be prescribed under the said Gratuity Act.

21. LEAVE (Demand No. 20):

Casual Leave / Privilege Leave / Sick Leave :

This demand is not pressed by the Union, and it is agreed that the existing practice in this regard will continue.

22. EFFECTIVE DATE (Demand No. 21):

The provisions of this Settlement will come into effect from 1st June, 1988, except as otherwise provided for in the Settlement and continue to remain in force till 31st December 1991, and thereafter, until terminated as per the provisions of the Industrial Disputes Act, 1947.

23. BONUS:

To the mutual benefit of both the parties, a longterm accord on the issue of Bonus was deemed necessary by the parties. Accordingly, it is hereby agreed that:

(a) For each of the Accounting Years, 1st June 1987 to 31st May 1988, 1st June 1988 to 31st March 1989, 1st April 1989 to 31st March 1990 and 1st April 1990 to 31st March 1991, the Company shall declare Bonus on the basis of the Bonus computation arrived at in terms of the Provisions of Payment of Bonus Act 1965, as amended from time to time, subject to a maximum of Rs.3840/- (Rupees three thousand eight hundred and forty only) or any such new maximum which may be provided by any new amendment to the Bonus Act.

(b) Employees who are not eligible to receive Bonus, as per the Payment of Bonus Act, 1965, as amended from time to time, shall be paid payment of ex-gratia amount of Rs.2300/- (Rupees two thousand three hundred only) per annum, provided the bonus payment is at 20%. If for any reasons the Bonus is paid at a percentage lower than 20%, the amount of Rs.2300/- shall stand proportionately reduced.

(c) Over and above the maximum Bonus payable to the eligible employees in terms of the Payment of Bonus Act, 1965, as amended from time to time, OR ex-gratia of Rs. 2300/- or proportionately reduced amount, as the case may be, the following additional amounts will be paid for each of the respective accounting years referred to herein above, on a prorata basis.

Accounting Year	Ex-gratia payable on a pro-rata basis	Addl.Ex-gratia payable on a pro-rata basis
-----------------	---------------------------------------	--

	to those workmen who are eligible to receive bonus.	to those work- men who are not eligible to receive bonus
1st June 1987 to 31st May 1988	Rs.675/-	Rs.575/-
*1st June 1988 to 31st March 1989	Rs.800/-	Rs.700/-
1st April 1989 to 31st March 1990	Rs.900/-	Rs.800/-
1st April 1990 to 31st March 1991	Rs.1000/-	Rs.900/-

* The amounts of Ex-gratia and Addl. Ex-gratia shown above are per annum. Since this Accounting Year will be only for 10 months, the amounts of Ex-gratia AND Addl. Ex-gratia would in effect come to Rs.666.66 and Rs.583.33 respectively during this financial year.

PRO-RATA MEANS that there will be a proportionate deduction in the above amounts only for the number of days for which a workman was not eligible to receive wages for his absence without leave.

24. GENERAL:

Both the Company and the Union have arrived at a certain understanding with regard to production, productivity and discipline, etc. which is recorded in Annexure III to this Settlement.

25. PRESENT RIGHTS AND PRIVILEGES (Demand No. 22):

If any workman, or class of workmen is getting better benefits or facilities than what is agreed to in this Settlement, such better benefits and facilities will continue to be enjoyed by him/them and nothing in this Settlement will adversely affect any workman.

26. PAYMENT OF DUES UNDER THIS SETTLEMENT:

Payment of arrears of Wages, Dearness Allowance, Additional Dearness Allowance, House Rent Allowance, Attendance Bonus, Special Allowance, Education Allowance, Leave travel Allowance, Conveyance Allowance, etc. will be made to the workmen entitled to the same, on or before 15th April, 1989. Those not in the employment of the Company on the date of payment, will be paid the arrears within a month thereafter.

FUNE, DATED THIS 22nd DAY OF December, 1988.

ANNEXURE I

WAGE SCALES OF DAILY RATED WORKMEN

GRADE	WAGE SCALES	SPAN IN YEARS
V-B	13.00-0.35-14.75-0.40-17.55-0.45-21.60-0.50-26.10 5 7 9 9	30
V-A	14.00-0.40-16.00-0.45-19.15-0.50-23.65-0.55-28.60 5 7 9 9	30
IV	15.00-0.45-17.25-0.50-20.75-0.55-25.70-0.60-31.10 5 7 9 9	30
III	16.00-0.50-18.50-0.55-22.35-0.60-27.75-0.65-33.60 5 7 9 9	30
II	17.00-0.55-19.75-0.60-23.95-0.65-29.80-0.75-36.55 5 7 9 9	30
I	18.00-0.60-21.00-0.70-25.90-0.80-33.10-0.90-41.20 5 7 9 9	30
Select	20.00-0.70-23.50-0.80-29.10-0.90-37.20-1.05-46.65 5 7 9 9	30

ANNEXURE II

WAGE SCALES OF MONTHLY RATED WORKMEN

CATEGORY	WAGE SCALES	SPAN IN YEARS
Mali, Sweeper	355.00-8.50-397.50-10.00-467.50-11.50- 5 7 9 571.00-13.50-692.50 9	30
Peon	365.00-8.50-407.50-10.50-481.00-12.50- 5 7 6 556.00-15.00-736.00 12	30
Daftary	380.00-11.00-435.00-13.00-526.00-15.00- 5 7 9 661.00-17.00-814.00 9	30
Tracer	385.00-12.50-447.50-14.50-549.00-17.00- 5 7 9 702.00-19.00-873.00 9	30
Asst. Store- Keeper	410.00-17.00-495.00-19.00-609.00-22.00- 5 6 8 785.00-26.00-1071.00 11	30
Clerk, Clerk- III		

cum-Typist,					
Typist, Telex	400.00-15.00-475.00-17.00-594.00-19.00-				30
Operator,	5	7	9		
Telephone	765.00-22.00-963.00				
Operator	9				
II	410.00-17.00-495.00-19.00-609.00-22.00-				30
	5	6	8		
	785.00-26.00-1071.00				
	11				
I	420.00-19.00-515.00-22.00-647.00-25.00-				30
	5	6	9		
	872.00-29.00-1162.00				
	10				
Draughtsman B,	420.00-19.00-515.00-22.00-647.00-25.00-				30
Inspector B,	5	6	9		
Stenographer B					
Timekeeper,	872.00-29.00-1162.00				
Comptist,	10				
Production/ Progress Clerk					
Inspector A'	435.00-22.00-545.00-25.00-720.00-28.00-				35
Stenographer A,	5	7	8		
Draughtsman A,	944.00-33.00-1439.00				
Store-keeper,	15				
Sr. Tool & Cutter Grinder					
Sr. Grinder					
Purchase Asstt.,	475.00-24.00-595.00-28.00-791.00-32.00-				35
Sr. Stenographer,	5	7	8		
Sr. Draughtsman,	1047.00-37.00-1602.00				
Sr. Store-keeper,	15				
Section Supdt.,					
Sr. Inspector,					
Sr. Timekeeper,					
Cashier,					
Chargeman					
Foreman	570.00-28.00-710.00-32.00-902.00-36.00-				30
	5	6	6		
	1118.00-41.00-1651.00				
	13				



**DAVID BROWN GREAVES LIMITED
CHINCHWAD, PUNE 411019**

ANNEXURE III

**UNDERSTANDING REGARDING PRODUCTION/PRODUCTIVITY
AND DISCIPLINE, ETC.**

1. PRODUCTIVITY:

A. The Union and the Workmen will give a minimum efficiency of 60% as per the standards evolved by the Company's Industrial Engineering Department. The Union and the Workmen will co-operate with the Management and endeavour to increase the efficiency of those individual workmen who are performing below 60% to a minimum of 60% and they will also co-operate with the Management to achieve higher efficiency than the agreed minimum during the period of the Settlement.

B. The Union and the Workmen will co-operate with the Management in introducing any change in the methods and processes and in the technology and in the installation of modern plant and machinery, to improve the productivity and produce more. The Management assures that there will be no redundancy on account of modernisation, provided the Union and the Workmen co-operate, and undergo retraining and redeployment, as necessary.

2. DISCIPLINE:

Both the Union and the Management recognise the importance of maintaining the required discipline in the Plant at all levels. In view of this:

(a) The workmen shall report for duty at their respective work places promptly at the commencement of the shift. Those workmen who are provided with uniforms and safety wear shall be wearing them.

(b) The workmen shall observe the assigned lunch and tea timings meticulously. Work shall be resumed immediately after such breaks.

(c) The workmen shall not loiter or leave their workplace, during and before the closure of the shift, without proper authorisation. The movement of workmen from one department to another, and within the department, shall be made subject to explicit permission of the superiors concerned.

3. UTILISATION OF MANPOWER

With a view to enable the Company to make optimum utilisation

of the manpower effectively, the Union and the Workmen agree to co-operate with the Management to continue the existing practices of re-deployment of manpower from indirect operations like loading, unloading, inspection, quality control, testing, mazdoors/labours into other areas depending upon the existing and the future production needs of the Company. While effecting such re-deployment of the workmen, the Company will keep in mind that the workmen within the same or similar grade and skill levels are redeployed with suitable training, if required, and are properly classified wherever necessary. While the Company's endeavour will be to keep abreast with the modern technology, and acquire such technology, to meet its expansion and diversification plans within the existing resources, the Union and the Workmen will participate fully to implement the same in a spirit of goodwill and co-operation.

4. ELIMINATION OF REDUNDANT JOBS:

With a view to reorganising better utilisation of its resources including technology, plant and machinery and manpower, certain jobs may become redundant and the concerned workmen will be redeployed on alternate jobs with suitable retraining, wherever necessary.

5. TIME STANDARDS:

The Company may be required from time to time to revise the existing norms of production and productivity on account of change in technology, tooling, methods, and better layout of plant and machinery. The revised norms will be implemented as per the present practice.

6. USE OF UNIFORMS AND SAFETY WEARS:

Management will provide the necessary safety wears to the eligible workmen. This must be worn by the workmen wherever required while on duty. Any failure on their part will be treated as their lapse. Union and Management will educate the workmen that non-use of safety wears and non-compliance of safety rules will result in loss of compensation in the case of an accident. The Union and the Workmen shall cooperate with the Management in attainment of high standards of safety and health of workmen, and shall observe the rules or norms as existing, or laid down from time to time, in the future. A Safety Committee will be formed by the Company to promote safety consciousness amongst the workmen. This Committee will have Representatives from the

Management as well as the workmen.

7. PAYMENT OF WAGES THROUGH BANK:

Union and Management will educate the workmen to utilise banking services. A suitable scheme for payment of wages and other payments to workmen through a Bank will be evolved in consultation with the Union and will then be implemented by all concerned.

8. ELIMINATION OF RESTRICTIVE PRACTICES:

BOOKING OF OVERTIME: Overtime work and the payment of overtime wages will be in accordance with the provisions of the Factories Act 1948, and shall be for the period of overtime work done.

9. SICK LEAVE:

Sick leave for one day without a medical certificate cannot be taken as a right for more than once a month and it will be left to the discretion of the Management to grant any additional Sick Leave, without a medical certificate, in the same month.

10. BENEFITS UNDER THE SETTLEMENT:

The benefits under the proposed Settlement shall be payable only to those workmen who give their consent to the Settlement by putting their signatures on the following acknowledgement, signifying the acceptance of the Settlement: "I have read/been explained and understood the terms and conditions of this Settlement dated signed between David Brown Greaves Ltd and Greaves Cotton & Allied Companies' Employees' Union. I accept the said terms and conditions in its entirety on my own free will and declare that the said terms and conditions are fully binding on me."

Full Name:

Token No:

Date:

(Signature of the Workman)

Settlement in David Brown Greaves, Chinchwad.
Comparative statement.

Wagescales.

Previous Settlement

Present Settlement dt. 22.12.88.

Daily-rated

Grade V-B. Rs. 8.00-.25-9-.25-.30-11.35-.35-14.50-.40-16.90.
Grade V-A. Rs. 9.00-.30-10.50-.35-12.95-.40-16.55-.45-19.25.
Grade IV. Rs. 10.00-.35-11.75-.40-14.55-.45-18.60-.50-21.60.
Grade III. Rs. 11.00-.40-13.00-.45-16.15-.50-20.65-.55-23.95.
Grade II. Rs. 12.00-.45-13.80-.50-16.30-.55-21.80-.65-27.00
Grade I. Rs. 13.00-.50-15.00-.55-17.75-.65-24.25-.75-30.25.
Select. Rs. 15.00-.60-18.00-.70-22.90-.80-30.10-.90-35.50

Rs. 13.00-35-14.75-40-17.55-45-21.60-50-26.10.
Rs. 14.00-40-16.00-45-19.15-50-23.65-55-28.60.
Rs. 15.00-45-17.25-50-20.75-55-25.70-60-31.10.
Rs. 16.00-50-18.50-55-22.35-60-27.75-65-33.60.
Rs. 17.00-55-19.75-60-23.95-65-29.80-75-36.55.
Rs. 18.00-60-21.00-70-25.90-80-33.10-90-41.20.
Rs. 20.00-70-23.50-80-29.10-90-37.20-1.05-46.65.

Monthly-rated.

Mali,

Sweeper Rs. 225-6.50-257.50-8.00-313.50-9.50-399-11.50-468.
Peon. Rs. 235-6.50-267.50-8.50-327-10.50-421.50-13-499.50.
Daftary. Rs. 250-9-295-11-372-13-489-15-579.
Tracer. Rs. 255-10.50-307.50-12.50-395-15-530.

Rs. 355-8.50-397.50-10-467.50-11.50-571-13.50-692.50.
Rs. 365-8.50-407.50-10.50-481-12.50-556-15-736.
Rs. 380-11-435-13-526-15-661-17-814.
Rs. 385-12.50-447.50-14.50-549-17-702-19-873.

Asst.

Storekeeper. Rs. 280-15-355-17-474-20-654-23-792.

Rs. 410-17-495-19-609-22-785-26-1071.

Clerk-cum-Typist

Telex Operator, Telephone Operator.

Gr. III. Rs. 270-13-335-15-440-17-593-19-707.
Gr. II. Rs. 280-15-355-17-474-20-654-23-792.
Gr. I. Rs. 290-17-375-20-515-23-722-26-878.

Rs. 400-15-475-17-594-19-765-22-963.
Rs. 410-17-495-19-609-22-785-26-1071.
Rs. 420-19-515-22-647-25-872-29-1162.

Draughtsman B, Rs. 290-17-375-20-515-23-722-26-878.

Rs. 420-19-515-22-647-25-872-29-1162.

Stenographer B,
Time Keeper,
Comptist,
Production/
Progress Clerk.

Inspector A, Rs. 305-20-405-23-566-26-800-30-980.

Rs. 435-22-545-25-720-28-944-33-1439.

Stenographer A,
Draughtsman A,
Storekeeper,

Sr. Tool & Cutter

Grinder, Sr. Grinder.

Purchase Asst., Rs. 345-22-455-26-637-30-907-34-1111

Rs. 475-24-595-28-791-32-1047-37-1602.

Sr. Stenographer,

Sr. Draughtsman,

Sr. Storekeeper,

Section Supdt.,

Sr. Inspector,

Sr. Timekeeper,

Cashier, Chargeman.

Foreman Rs. 440-26-570-30-750-34-954-38-1220.

Rs. 570-28-710-32-902-36-1118-41-1651.

Additional Dearness Allowance.

Previous		Present	
Basic wage slab	Amount of Additional D.A.	Basic wage slab	Amount of Additional D.A.
Less than Rs. 230 p.m.	- Rs. 84 per month.	Less than Rs. 350 per month	Rs. 130 per month.
Rs. 230 to below Rs. 280 p.m.	- Rs. 92 * *	Rs. 350 to below 400 " "	- Rs. 138 * *
Rs. 280 to below Rs. 330 p.m.	- Rs. 105 * *	Rs. 400 to below 450 " "	- Rs. 151 * *
Rs. 330 to below Rs. 380 p.m.	- Rs. 118 * *	Rs. 450 to below 500 " "	- Rs. 164 * *
Rs. 380 to below Rs. 430 p.m.	- Rs. 131 * *	Rs. 500 to below 550 " "	- Rs. 177 * *
Rs. 430 to below Rs. 480 p.m.	- Rs. 144 * *	Rs. 550 to below 600 " "	- Rs. 190 * *
Rs. 480 and above p.m.	- Rs. 160 * *	Rs. 600 to below 650 " "	- Rs. 206 * *
		Rs. 650 and above p.m.	- Rs. 220 * *

INDIAN ALUMINIUM

FORM-K

MEMORANDUM OF SETTLEMENT

REPRESENTING EMPLOYER

(Indian Aluminium Company, Limited, Hirakud)

Mr A.V. Antony Works Manager

REPRESENTING WORKMEN

(The Indian Aluminium Company Hirakud Works Employees' Union, Hirakud)

1. Mr. D.C. Mohanty	President
2. Mr. Indramani Majhi	Working President
3. Mr. K.C. Mohanty	Vice-President
4. Mr. G. N. Patnaik	Vice-President
5. Mr. H. K. Bag	Vice-President
6. Mr. R. C. Sahu	Vice-President
7. Mr. A. C. Bastia	General Secretary
8. Mr. D. Dash	Joint-Secretary
9. Mr. K. N. Jena	Joint-Secretary
10. Mr. B. Gouda	Joint-Secretary
11. Mr. M. Panigrahi	Joint-Secretary
12. Mr. D. Patnaik	Joint-Secretary
13. Mr. N. Dash	Joint-Secretary
14. Mr. Jagabandhu Naik	Joint-Secretary
15. Mr. A. C. Roy	Treasurer
16. Mr. M. K. Palit	
17. Mr. R. C. Pradhan	

SHORT RECITAL OF THE CASE

The Indian Aluminium Company Hirakud Works Employee's Union submitted a Charter of Demands to Indian Aluminium Company, Limited, Hirakud under cover of their letter dated 31 March 1988 and a letter of 4 April 1988 for arriving at seventh long term Settlement between the Company and the Union in supersession of the sixth long term Settlement of 14 June 1985.

Negotiations held between the Management and the Union representatives having failed, the Charter of Demands were admitted for conciliation proceedings before the Deputy Labour Commissioner and Conciliation Officer, Sambalpur, and, after protracted discussions, parties to the dispute hereby agree to the following terms of Settlement out of their free volition in full and

final Settlement of the said Charter of Demands and all other outstanding disputes, differences and grievances.

TERMS OF SETTLEMENT

SETTLEMENT made and entered into this the Twentyfifth day of June One Thousand Nine Hundred and Eightynine by and between the INDIAN ALUMINIUM COMPANY, LIMITED, HIRAKUD WORKS (hereinafter referred to as "Company") party of the First Part and the INDIAN ALUMINIUM COMPANY HIRAKUD WORKS EMPLOYEES' UNION (hereinafter referred to as the "Union") party of the Second Part.

WITNESSETH

WHEREAS the Union has been recognised as the sole collective bargaining agent for the workmen as defined in section 2(s) of the Industrial Disputes Act, 1947, as amended from time to time, now employed and hereafter employed by the company during the life of this settlement, and

WHEREAS it is the intention and purpose of the parties hereto to promote and improve industrial and economic relations between the Company and its workmen and economic wellbeing of the country and to establish a basic understanding relating to wage rates and other conditions of employment and of means for the amicable Settlement of all disputes and grievances and to achieve the highest level of workmen performance consistent with safety and good health, and

WHEREAS this Settlement has been negotiated by the party of the First Part and the party of the Second Part and has provided new methods of procedure;

Now, therefore, in consideration of the above and in further consideration of the mutual benefits and advantages to be derived therefrom, the parties hereto mutually agree as follows:

ARTICLE 1

PURPOSE AND INTENT OF THE SETTLEMENT

1. This Settlement is entered into for the purpose of providing orderly collective bargaining relations, to establish fair wages and other working conditions & to secure prompt and fair disposition of grievances to maintain harmonious relationship between the Workmen and the Company and to prevent occurrence of strikes, stoppages, slow-downs and lock-outs.

2. The Company and the Union recognise that it is in the mutual interest of the Workmen and the Company to achieve higher

productivity, to attain efficient and uninterrupted operations in the plant and to promote stability and prosperity of the industry for the benefit of all who are dependant on this industry through orderly collective bargaining.

3. The parties recognise their duty to comply with the terms hereof and to co-operate fully both individually and collectively for the accomplishment of the intent and purpose of this Settlement.

4. For achieving the above objectives, the Company and the Union agree to encourage the highest possible degree of friendly and co-operative relationship between their respective representatives at all levels and with and between all workmen. The Company and the Union believe that these goals can be attained by having healthy and responsive attitude reflecting responsible thinking and behaviour based on full understanding of and regard for the respective rights and responsibilities of the Company and the Union.

ARTICLE II

SCOPE OF THE SETTLEMENT

5. This Settlement shall apply to Company's Works at HiraKud in Sambalpur District, Orissa State, and both the Union and the Company shall be bound by the terms of this Settlement for the full period hereof and all permanent workmen as defined in Section 2 (s) of the Industrial Disputes Act, 1947, as on the date of this Settlement, shall be entitled to the benefits as laid down in this Settlement.

ARTICLE III

RIGHTS AND RESPONSIBILITIES

6. It is agreed that the respective rights and prerogatives of the Company and the workmen will be respected by both parties and that effective steps will be taken by both sides to discharge the joint responsibilities towards fulfilment of objectives of this Settlement.

7. It is agreed that the Company will continue to recognise the Indian Aluminium Company HiraKud Works Employees' Union, HiraKud, as the sole collective bargaining agent of the workmen at HiraKud Works.

8. The Union accepts that it is the responsibility of the Management to maintain discipline and efficiency in the Works, and the right of the Management to hire, discipline and discharge workmen for lawful and just cause and to transfer and relieve workmen from duty because of inefficiency or lack of work, is expressly recognised by the Union subject to the provisions contained in the Certified Standing Orders as modified from time

to time, agreements arrived at from time to time between the parties and the right of appeal through the Grievance Procedure as laid down in Article XIII of this Settlement.

9. It is agreed that introduction of standards for jobs and selection, placement and distribution of personnel are the responsibilities of the Management subject to the provisions of the Standing Orders and of the right of appeal through the Grievance Procedure.

10. It is agreed that the right to plan, direct and control operations of the plant, to introduce new or improved production methods, to expand production facilities and to establish production schedules and quality standards are solely and exclusively the responsibilities of the Management. The workmen shall discharge the duties assigned by the Management and in case of grievance over the same, it will be taken up with the management as per Grievance Procedure.

11. It is agreed that it is the right of the Management to make such reasonable rules and regulations, not in conflict with this settlement or any statute in force, as it may from time to time deem best for the purpose of maintaining order, safety or effective operation of the company's work and to require compliance thereof by workmen. Failure to comply with such rules and regulations will amount to punishable offence which will not be supported or encouraged by the Union. The workmen, however, will have the right to take up the matter through the Grievance Procedure.

12. It is agreed that it is the duty and responsibilities of the supervisory staff to utilise the machine and services of men at their disposal for getting production in the manner they think best, consistent with the terms of this Settlement and provisions contained in any law or Standing Order or Settlement or mutually agreed decisions between the parties and that their orders and instructions will always be respected and complied with.

13. It is agreed that shift assignment, work allotment, transfer, promotion, demotion, etc. shall be the responsibility of the Management provided however, that when this amounts to a punishment, remedies can be sought for through the Grievance procedure.

14. It is agreed that the Management will not support or encourage any unfair labour practice and shall take effective steps to put a stop to such practice, if and when adopted and brought to the notice of the Management. Interfering with the right of workmen to become or continue as members of the Union, discrimination,

restraint or coercion against any workman because of membership of the Union; interfering with, restraining or coercing workmen in the exercise of their rights to organise, form or join their Union or abusing authority to victimise a workman wrongfully and maliciously will be considered as unfair labour practice.

15. It is agreed that the Company will give all reasonable facilities to the authorised Union representatives, whose names shall previously be intimated to the Management to collect Union membership dues at their time near the pay counter in the Administrative Building or at the Time Office on pay day.

16. It is agreed that the Company will allow Union members in Joint Councils/ Joint Committees to attend such meetings and make field studies without loss of pay and give all reasonable facilities to authorised Union representatives to carry out their duties, in the best interest of the workmen provided that nothing shall be done which is detrimental to the normal and efficient operation of the Company's business. A Union representative required to leave the work place/works for this purpose may do so with the permission of the Departmental Head/Section in charge concerned.

17. A notice board will be made available to the Union by the Company for the posting of Union notices relating to meetings, dues, entertainments, health and safety and general Union activities. All such notices shall be submitted to the Works Manager or someone designated by him for approval before being posted. Notices and announcements shall contain nothing political or controversial or reflecting on the employer or any of its employees.

18. It is agreed that the Union will not support or encourage any unfair Union practices, for example, utilising workmen's official status to further Union activities, carrying on Union activities during working hours, divulging confidential information of the company to the Union or outsiders, adopting unconstitutional methods for furtherance of Union demands, holding Union meeting within the factory premises, etc. Joining the Union will be a matter of free choice of the workmen.

19. It is agreed that the certified Standing Orders in force at present or as modified from time to time will be respected and violation of the Standing Orders will amount to punishable offence which will not be supported or encouraged by the Union.

20. It is agreed that for the purpose of redress of grievances, constitutional procedure as laid down in the Grievance Procedure described in Article XIII of this Settlement will be followed.

Unconstitutional methods as stated in the Code of Discipline, for example, demonstrations inside the factory premises, intimidation, coercion, violence, use of abusive language, posting and distribution of unauthorised pamphlets or posters inside the factory premises, wilful damage to the Company's property or slow-down of work etc. will not be resorted to by the workmen or supported or encouraged by the Union. Any workman or workmen adopting such unconstitutional method or methods will be liable to punishment.

ARTICLE IV

WORK STANDARD AND PRODUCTIVITY

21. It is agreed that Union and workmen shall give their full support and co-operation to the Company in the matter of securing improvement in labour productivity by rationalisation, including mechanisation.

22. It is also agreed that there shall not be any retrenchment or loss of earnings, of existing workmen, as a result of rationalisation and/or mechanisation.

23. The parties agreed that rationalisation and/ or mechanisation will be effected generally in accordance with their principles adopted by the Tripartite Indian Labour Conference on rationalisation. The parties further agree that in case of rationalisation and/or mechanisation the union shall be consulted. However, if no settlement is reached within two months from the date of consulting the Union, the matter shall jointly be referred to mutually agreed Arbitrator, whose award shall be final and binding on both parties.

ARTICLE V

WAGES/SALARIES AND DEARNESS ALLOWANCE

24. It is agreed that the Company shall pay all permanent workmen basic wages/salaries as per the revised structure given in Schedule I and II. Any employee drawing a basic wage/salary less than the starting of the revised grade, he shall be paid the adhoc benefit of the agreement first and in the event of his salary/wages still remaining below the starting of the revised grade, he will be brought up to the starting of the revised grade.

25. It is agreed that an adhoc increase of Rs. 40/- (Rupees forty only) will be given to all permanent workmen on the roll as on 31 May 1989 in their existing basic wages/salaries.

26. All permanent workmen who have completed continuous permanent service as on 1st June 1989 will be granted special increments in the respective revised wage/salary grades on the following basis.

- | | |
|---|------------------|
| (i) Less than Five years service | One increment |
| (ii) Five to Fifteen years service | Two increments |
| (iii) Above Fifteen to twenty five year service | Three increments |
| (iv) Above Twentyfive years service | Four increments |

27. The usual annual increment of workmen in the wage and salary rolls remain unaffected by the special increments given as per clause 26 above.

28. No basis shall exist for a workman to allege that a wage/salary rate inequity exists and no grievance on behalf of a workman alleging a wage/salary rate inequity shall be filled or processed during the term of settlement.

29. It is agreed that major changes including the introduction of additional equipment/machinery which affect the work and work method considerably will be discussed by the Union and Management.

It is further agreed that when the value of an existing job changes considerably as a result of major change in the job character or job method or the introduction of new machinery and/or equipment, the job will be studied by the company and reevaluated. The job with the change will be carried out by the workman as and when it is allotted to him. The matter will be discussed between the Union and Management to settle grievances, if any. In case no settlement is arrived at within two months of presenting the grievance, the matter will be referred to a mutually agreed Arbitrator; whose award will be final and binding on both parties. As a result of the change, if the job gets upgraded or any other benefits accrue to the workman/workmen the new grade or the benefits will be applicable from the date of implementation of the change. The workman/workmen will carry out the the job/jobs with the change even when the process of settlement continues.

30. When a permanent workman is promoted to a higher grade, if his basic rate is less than the minimum starting rate of the higher job, he shall be given an amount equivalent to the difference between his basic rate and the starting basic rate of the higher job. In case his basic rate is equal to or higher than the starting basic rate of the higher job, he shall be given an amount equivalent to one increment in his new grade on promotion. In no case when a workman is promoted, the increase in his wage/salary will be less than one increment in the new grade on promotion. This will not affect the existing date of annual increment of the workman.

31. When a permanent workman in the wage roll is asked to do a higher rated job he shall be paid acting allowance equivalent to

the difference between his basic rate and starting basic rate of the higher job. In case his basic rate is equal to or higher than the starting basic rate of the higher job, the acting allowance shall be equivalent to one increment in the scale of the higher job. In no case will the acting allowance be less than one increment in the scale of the higher job.

32. DEARNESS ALLOWANCE

(a) During the period of this settlement, the Company shall pay all workmen in permanent rolls Dearness Allowance based on the quarterly average of All India Consumers Price Index Number for Industrial Workers (Base 1960 = 100) as detailed below:

Upto and including an average	Rs. 790.00 (Rupees seven
Quarterly index of 600 points	hundred and ninety only)
For every quarterly average	Rs. 1.65 (rupees one and
point above 600 points	paise sixty five only) for each
	point of rise.

(b) The average of consumer price index Numbers during quarters of January to March, April to June, July to September and October to December will be the basis for determining the Dearness Allowance Payable, if any, for three months after the lapse of one quarter from the quarter to which the index number relates. For example, the average of the index during the quarter of January to March 1989 will be the basis for the determining the Dearness Allowance Payable for the months of July, August and September 1989.

(c) Dearness Allowance payable to a workman will be modified by the number of hrs/days worked. For this purpose hours/days on leave with pay granted by the Company will be treated as days worked.

(d) As the all India Consumers price Index for Industrial Workers with 1960 as base year is discontinued and a new series with 1982 as base year is introduced by the Government of India, during the period of this Settlement the 1960 series shall continue to be the basis for the payment of Dearness Allowance by applying the conversion factor provided by the Government of India for this purpose from time to time.

33. During the period of settlement, if any permanent workman reaches to maximum of his grade, he shall be given his normal increment.

ARTICLE VI

BONUS

34. It is agreed that during the period of this settlement Bonus

will not be related to Company's profits or earnings but will only be related and paid on metal production. Accordingly, it has been agreed to and accepted by both parties that three Bonus Schemes will run concurrently as follows:

(a) Monthly Incentive Bonus Scheme:

This is based and paid on aluminium production during the month as detailed in Clause (36) of this Article.

(b) Additional Monthly Incentive Bonus Scheme:

This is based and paid on aluminium production during the month as detailed in Clause (37) of this Article.

(c) Annual Productivity Bonus Scheme:

This is based and paid on total output of metal during the bonus year and is described in Clause (38) of this Article.

(d) All Bonus earning permanent workmen covered under this settlement will be eligible for Monthly Incentive Bonus, Additional Monthly Incentive Bonus and Annual Productivity Bonus. Apprentices, Trainees, temporary and casual workers and probationers are not eligible for any of the aforesaid bonuses.

35. Definitions:

(a) Tonnes mean metric tonnes.

(b) Net Aluminium means metal with aluminium content of 99.50 percent and above.

36. Monthly Incentive Bonus:

(a) (1) Earning for the purpose of calculating Monthly Incentive Bonus means basic wage/salary, dearness allowance and variable dearness allowance as existed on the first day of June One thousand Nine Hundred and Sixtyeight. Earnings for those who are recruited after First June One Thousand Nine Hundred Sixtyeight will be the basic wage/salary and its dearness allowance taken at the minimum in the respective grades existing as on 1 June 1968 together with the variable dearness allowance of Rs. 72.68 paid on First June One Thousand Nine Hundred Sixtyeight. Overtime Payment or any other allowance or payment made by the Company will not be taken as earnings for the purpose of calculating Monthly Incentive Bonus.

For Example:

(i) If 'B' joined grade II on 1 october 1976, for the purpose of calculating earnings of monthly incentive Bonus, the basic wage will be taken as Rs. 55, Dearness Allowance as Rs. 51.50, and Variable Dearness allowance as Rs. 72.68 as they existed on 1 June 1968, even though he will be receiving Rs. 80 as basic wage, Rs. 94 as Dearness Allowance And 184.36 as Variable Dearness Allowance.

(ii) If 'C' joins in Grade II on 1 January 1982, for the purpose of calculating earnings for Monthly Incentive Bonus, the basic wage will be taken as Rs. 55, Dearness Allowance Rs. 51.50 and Variable Dearness Allowance as Rs. 72.68 as they existed on 1 June 1968, even though he will be receiving Rs. 215 as basic wage and a Dearness Allowance as per Clause (32) above.

(a) (2) Earnings of those who are promoted as on 1 June 1968 and thereafter will be either the earnings as received by them on 1 June 1968 or the starting basic of the grade to which they are promoted and its Dearness Allowance provided in the respective grade existed as on 1 June 1968 together with the Variable Dearness Allowance of Rs. 72.68 paid on 1 June 1968, whichever is higher.

For Example:

(i) 'D' joined in Grade III prior to 1967 and was drawing basic wage of Rs. 81.00 which carried a Dearness Allowance of Rs. 59.30 and the Variable Dearness Allowance of Rs. 72.68 as on 1 June 1968. So, for calculations of Incentive Bonus his gross earnings will be arrived at as follows:

Basic	Rs. 81.00	
Dearness allowance	Rs. 59.30	
Variable Dearness allowance	Rs. 72.68	Rs. 212.98

(ii) 'D' was promoted to Grade VI on 1 January 1974 when gross earnings were:

Basic	Rs. 137.26	
Dearness Allowance	Rs. 74.25	
Variable Dearness allowance	Rs. 119.71	Rs. 331.22

but for calculations of Incentive Bonus the gross earnings of Rs. 212.98 drawn on 1 June 1968 will continue to be taken as the basic wage drawn on 1 June 1968 (Rs. 81) is more than the minimum basic of Grade VI (Rs. 75) as on 1 June 1968.

(iii) 'D' was promoted to the Grade IX on 1 June 1978 when gross earnings were:

Basic	Rs. 232.26	
Dearness Allowance	Rs. 133.30	
Variable Dearness Allowance	Rs. 216.96	Rs. 582.52

for the purpose of calculation of Incentive Bonus his gross earnings will be arrived at as follows:

Basic	Rs. 90.00	
	(minimum of Grade IX as per Agreement of July 1968 or the wage drawn on 1 June 1968 whichever is higher)	

Dearness Allowance Rs. 62.00
(As on 1 June 1968)

Variable Dearness Allowance Rs. 72.68 Rs. 224.68

(iv) If 'D' is promoted to Grade IX on 1 January 1982, irrespective of his earnings on 1 January 1982, for the purpose of calculating Incentive Bonus, his gross earnings will be taken as Rs. 224.68 the gross earning at the minimum of Grade IX as on 1 June 1968 or the wage drawn on 1 June 1968 whichever is higher).

(a) (3) When any workman is promoted to Grade XIII, XIV & XV, he will continue to receive the Monthly Incentive Bonus based on his earnings taken for Monthly incentive Calculation prior to his promotion, as Grades XIII and XIV were not existing on 1 June 1968.

(a) (4) On the introduction of Grade VII (a) in the Revised Salary Grades, any workman promoted to Grade VII (a) in future will continue to receive the Monthly Incentive Bonus based on his earnings taken for Monthly Incentive Bonus Calculation prior to his promotion, as Grade VII (a) is a new grade and was not existing on 1 June 1968.

(b) For the purpose of Monthly Incentive Bonus, bonus earning workmen are those permanent workmen who are covered under this Settlement including those whose salary has been grossed up or may be grossed up in future and are within the bonus earning strength of 631 as shown in Schedule IV. As and when the salary of an employee is grossed up, the amount of Incentive Bonus accruing to him is to be withdrawn from the particular group, as Monthly Incentive Bonus is adjusted to be paid to the employee as a part of his salary. If any grossed up employee out of the 631 bonus earning strength goes out of the bonus earning strength, the amount of incentive Bonus adjusted to his salary, will revert to the bonus fund. In case of a workman out of the 631 bonus earning strength leaves the Company employment or transferred to a position outside the 631 strength, the Monthly Incentive Bonus amount payable to him will revert to the fund and the new workman taken in the eventual vacancy will be paid Monthly Incentive Bonus out of the bonus fund.

(c) The accrued bonus fund will be divisible among those eligible. The Monthly Incentive Bonus is based on a bonus earning strength of six hundred and thirtyone workmen (schedule IV). For additional hands over six hundred and thirtyone, the company will provide the required funds and they will receive the bonus at the percentage for the respective groups applicable to them.

(d) The Incentive Bonus payment starts at an average daily

production of 49,001 kilograms net aluminium for the month. The amount will be calculated on the following basis.

Average production of net aluminium kilogram per day	Rate for calculating Monthly Bonus amount
For every kilogram in the slab of 7,200 kg over 49,000 kg	Rs 4.55 per kg.
For every kilogram in the slab of 2,800 kg. over 56,200 kg.	Rs. 6.80 per kg.
For Every kilogram in the slab of 1,200 kg over 59,000 kg.	Rs. 8.26 per kg.
For every kilogram in the slab of 3,100 kg. over 30,200 kg.	Rs. 10.00 per kg.
For every kilogram over 63,300 kg (that is 63,301 kg. and above)	Rs. 12.00 per kg.

Example :

Net Aluminium production in 30 day month	Say 2,070 tonnes
Average daily net production for the month	69,000 Kilograms

Monthly Incentive Bonus amount will be calculated on:

69,000 - 49,000 = 20,000 kilograms production as follows:

On the first	7,200 kg	@Rs. 4.55 per kg.	Rs.32,760
On the next	2,800 kg	@Rs.6.80 per kg.	Rs.19,040
On the next	1,200 kg	@Rs.8.26 per kg	Rs.9,912
On the next	3,100 kg	@Rs.10.00 per kg	Rs.31,000
On the next	5,700 kg	@Rs.12.00 per kg	Rs.68,400
	20,000 kg		Rs.161,112

(e) The Incentive Bonus amount for any month will be arrived at based on the actual average daily net production of aluminium for the month. No adjustment in Bonus will be made due to change in the number of Pot Days or Amperage from one month to another due to any reasons, except as provided under clause (k).

(f) In computing average daily net production of aluminium, half kilogram or more, shall be treated as one kilogram and less than half kilogram shall be ignored.

(g) For determining the net aluminium production the average purity of metal produced from alumina will be taken into account. Average purity of 99.5 per cent will be reckoned as 100 per cent.

If the average purity is less than 99.5 percent, the net aluminium production for the purpose of calculation of bonus will be adjusted proportionately. To arrive at net aluminium production, skimming remelts and casings shall be excluded.

(h) When the hardeners are produced in pots from oxides, the gross weight of the hardener shall be taken as net aluminium produced. Where the hardener is produced in pots from alloys or pure metal of alloying element, the net weight of aluminium produced shall be aluminium content in hardener X 100/99.5. Any hardener made in crucible after tapping will not qualify for Bonus.

(i) Normal power interruption as part of regular operations, as required by Pot Room or Rectifier Station will not qualify for any adjustment in standard.

(j) In the event of reduction in the number of pots in line due to reasons beyond the control of the Management resulting in reduced production for the month, no adjustment in the standard fixed at average 49,000 kilograms net aluminium per day for the month will be made and thus no Bonus will be payable if the average daily production for the month is below 49,000 kilograms.

(k) This monthly Incentive Bonus Scheme will be modified as detailed in schedule III in the month in which power cut as imposed by the power supply authorities prevails.

(1) On fully contracted power being made available by the supply authorities, pots, which have been shutdown and restarted are not likely to work immediately at normal efficiency. It is, therefore, agreed that the bonus amount calculated on the production in the third month after full contracted power is made available may be taken as Incentive bonus amount for the first two months also. It is understood that if the pots are restarted on or before 15th of the month on resumption of full power, that month will be treated as the month of restarting of pots after power cut. If, however, the pots are restarted after 15th of the month on resumption of full power, the subsequent month will be treated as the month of restarting of pots after power cut.

For Example:

If the contracted power in full is made available in July and pots restarted on or before 15 July, Incentive Bonus calculation on September production will be paid for the month of July and August also. If, however, the pots are restarted after 15 July, the Incentive Bonus calculated for October production will be paid for the month of August and September. as July will continue as a power cut month:

(m) Distribution:

(i) For disbursing the Bonus amount all the bonus earning workmen will be grouped as follows and be paid, applying the factor shown against each group.

Department/section to which workmen belong	Wage Roll Group Factor	Salary Roll Group Factor
(a) Pot Room Operation	Other I 1.0	V 0.8
Pot Room Service	than	
Pot Room Lining	Clerks	
Pot Room Control		
(b) Carbon Plant	Other II 0.8	VI 0.7
Casting Plant	than clerks	
Rectifier Station	II(a) 0.8	VI(a) 0.7
(c) Mechl. Maintenance	Other III 0.7	VII 0.6
Mechl. Workshop than		
Electrical Distribution		
Civil Maintenance		
(excluding sweepers		
& Gardeners) other than clerks		
Research & Development		
(Excluding PR Control)		
(d) Purchase & Traffic, Civil	IV 0.6	VIII 0.5
(Sweepers and Gardeners),		
Personnel, General Office,		
Stores, Medical, Canteen,		
Planning & Industrial Engg,		
Guest House, Watch & Ward,		
Clerks of		
Other Departments		

(ii) The amount of bonus for the month will be calculated as per clause 36(d).

(iii) Whenever metal production in a month exceed 56,000 kilograms of net aluminium per day, an amount of Rs. Y equivalent to Rupees eighty per 100 kilograms of production above 56,000 kilograms will be taken out from the bonus amount that will be distributed among the permanent Pot Room Operation workmen (142 workmen + 5 staff members) as per Clause 36(m) (iv). thus, for a daily average net production of 65,000 kilograms the amount Y to be deducted from accrued bonus amount and distributed among Pot Room Operation workmen will be:

$$(65,000 \text{ kg} - 56,000 \text{ kg}) \frac{80}{100} = \text{Rs. } 7,200$$

(iv) The balance amount, that is, total bonus for the month less the amount Rs. Y deducted as per (m) (iii) above, will be first divided among the various groups according to the percentage of

each group arrived at as follows:

Total gross monthly rate of wage/salary (Basic, Dearness Allowance, Variable Dearness Allowance as existed on 31 May 1968) of all the workmen of:

Group I	x	1	=	A
Group II	x	0.8	=	B
Group II(a)	x	0.8	=	B1
Group III	x	0.7	=	C
Group IV	x	0.6	=	D
Group V	x	0.8	=	E
Group VI	x	0.7	=	F
Group VI(a)	x	0.7	=	F1
Group VII	x	0.6	=	G
Group VIII	x	0.5	=	H
		Total	=	X

Percentage for Group I = $(A \times 100)/X$

Percentage for Group II = $(B \times 100)/X$ and so on.

The percentage arrived at for each group would be rounded to the nearest third decimal place.

The amount of bonus for each group, worked out as above, would be distributed among the various workmen in the group in the same proportion as the bonus amount for that group bears to the total gross earnings (Basic, Dearness Allowance plus Variable Dearness Allowance of Rs. 72.68) of each workman as existed on 1 June 1968 for the term of this settlement.

(v) Any amount deducted from the Monthly Incentive Bonus on account of loss of pay will be shared by the remaining workmen of the group in proportion of their earnings which qualify for bonus for the month.

(vi) When the permanent salary/wage roll employee is on training in another department, he will receive the bonus applicable to his parent Department/Section.

(vii) A permanent employee when on probation in another Department will receive the bonus applicable to the Department where he is on probation.

37. Additional Monthly Incentive Bonus :

(a) Additional Monthly Incentive Bonus Scheme as detailed in this Clause has been agreed to in full and final settlement of all demands by the Union connected with Incentive Bonus payment.

(b) The Scheme detailed in this Clause will replace the Additional Monthly Incentive Bonus for workmen as per Clause VI of the Supplementary Memorandum of Settlement dated 3 October

1978 and the special Monthly Incentive Bonus for Pot Room Service as per Clause X of the Supplementary Memorandum of Settlement dated 31 July 1975.

(c) If the average daily net production of metal goes above 56,000 kg, the Company will provide an additional Monthly Incentive Bonus of Rs. 6,310/- (Rupees six thousand three hundred and ten) for the production above 56,000 kg up to and including 63,300 kg per day. Whenever the average daily net production exceeds 63,300 kg the Company will provide an Additional bonus amount of Rs. 234/- (rupees two hundred and thirtyfour) for every 100 kg of metal produced in excess of the production of 63,300 kg of metal per day, over and above the amount of Rs. 6,310/- for the production up to and including 63,300 kg of metal per day. Additional Monthly Incentive Bonus will be disbursed to all the bonus earning permanent workmen as follows:

Group No	Details	No.of Workmen	Monthly earnings (Rs.)	Percentage of additional incentive bonus for each group
A1	Wage roll workmen of pot room Service	74	15,364.77	19.340
A	Wage roll workmen of Carbon Plant, Lining, Casting Plant, P.R. Control and Rectifier Station.	110	25,041.40	26.952
B1	Salary Roll Workmen of pot Room Service	2	626.79	0.490
B	Salary Roll Workmen of Carbon Plant Lining, Casting Plant P.R. Control and Rectifier Station	18	6,515.29	3.822
C	Wage roll workmen of Elec Distribution, Mechl. Maintenance, Workshop, R & D (excluding P.R. Control) & Civil (Excluding Sweeper & Garderners)	121	27,910.28	25.694
D	Salary roll Workmen	13	4,745.28	2.546

of Elect Distribution other than
Mech. maintenance, clerks
Workshop, R & D
(excluding P.R. Control
and Civil)

E	Wage roll workmen of Pot Room Operation & 5 staff members.	142	33,060.90	11.596
F	Wage roll workmen of Civil (sweepers and Gardeners), Stores, Traffic & Canteen	50	10,103.60	3.265
G	Salary Roll Workmen not included in Group B1, B & D	96	29,006.57	6.295
TOTAL		631	152,374.88	100

The amount thus arrived for each group will be distributed to the workmen of the group in proportion to their earnings as defined in clause 36 (a) (1) and (2). A Typical distribution of Additional Monthly Incentive Bonus at two levels of production is given below:

Group No	No of workmen	At 63,300 kg/day		At 69,000 kg/day	
		Amount (Rs.)	Bonus as percentage of earnings of each workman in the group	Amount (Rs.)	Bonus as percentage of earnings of each workman in the group
A1	74	1,220.35	7.94	3,799.92	24.73
A	110	1,700.67	6.79	5,295.53	21.15
B1	2	30.92	4.93	96.27	15.36
B	18	241.17	3.70	750.95	11.53
C	121	1,621.29	5.81	5,048.36	18.09
D	13	160.65	3.39	500.24	10.54
E	142	731.71	2.21	2,278.38	6.89
F	50	206.02	2.04	641.51	6.35
G	101	397.22	1.37	1236.84	4.26
631		6,310.00		19,648.00	

(d) For the purpose of Additional Monthly Incentive Bonus, Workmen are those permanent workmen who are covered under this long term settlement including those whose salary have been grossed up or may be grossed up in future and are within the bonus earning strength of 631. If and when the salary of an employee is grossed up, the amount of Additional Monthly Incentive Bonus accruing to him will be withdrawn from the

particular group, as the Additional Monthly Incentive Bonus is adjusted to be paid to the employee as a part of his salary. Similarly, any additional permanent workman over the number indicated above in each group becoming eligible for Additional Monthly Incentive Bonus, will be paid Additional Monthly Incentive Bonus at the same rate as that of the group to which he belongs on the earnings as defined in Clause 36(a) (1) and (a) (2).

(e) The Additional Monthly Incentive Bonus Scheme will be modified as detailed in Schedule III if the power cut as imposed by the power supply authorities prevails.

(f) Due to various work re-organisation agreed upon between the Union and the Management till 31.5.1989, it is agreed now that whenever the plant goes into full operation, from the present state of partial operation, the bonus earning strength will be as per Schedule IV(A).

38. Annual Productivity Bonus.

(a) For the purpose of calculating Annual Productivity Bonus, wage/salary on which Provident Fund contribution is deducted will be taken as gross earnings.

(b) The company will pay Annual productivity Bonus based on total metal production in the Bonus year to the eligible workmen on the following basis.

- | | |
|---|---|
| (i) For annual metal production up to and including 13,330 tonnes | Eight point three three (8.33) per cent of gross earnings. |
| (ii) For every additional tonne over 13,330 tonnes. | Zero point zero-zero one (0.001) per cent of gross earnings |

subject to a maximum of twenty per cent of the gross annual earnings.

(c) Bonus year is from 1 August to 31 July and Bonus will be paid before Durga Puja.

39. The Annual productivity Bonus paid under this settlement shall be in lieu of Bonus payable based on profits and is entered into under Section 31 A of the Payment of Bonus Act, 1965 as amended from time to time.

40. During the term of this settlement, if metal production in any Bonus year is less than 17,000 tonnes for reasons beyond the control of workmen, Annual productivity Bonus to the workmen covered by this Settlement will be either based on total metal production in the Bonus Year as per Clause 38(b) of this long term Settlement or at a rate of (X-8), where X is the rate in percentage

at which Annual Bonus is payable to other employees of the Works to whom this settlement does not apply, whichever is more.

For example, if in any Bonus year, production is only 15,000 tonnes due to reasons beyond the control of the workmen, and other employees of the Hirakud Works not covered by this settlement are paid 19 percent of their gross earnings as Annual Bonus, the workmen covered by this settlement will get 11 percent of their gross earnings as Annual Bonus even though according to Clause 38(b) of this long term settlement the Annual Productivity Bonus based on total metal production of 15,000 tonnes works out to only 10 percent.

41. In the event of any difficulty arising in the distribution of bonus, both parties agree to negotiate.

42. During the term of this settlement if more power is purchased from the Supply Authorities to increase metal production or the plant is expanded by adding pot lines, Monthly Incentive Bonus Scheme, Additional Monthly Bonus Scheme and Annual Productivity Bonus Scheme will be renegotiated.

ARTICLE VII

HOURS OF WORK AND OVERTIME

43. The existing hours of work and overtime wages for workers covered by Factories Act, 1948 will continue. For the clerical staff (other than Time Office) and the General office bearers, the working hours will be 8 A.M. to 12 Noon and 1.00 P.M. to 4.30 P.M. on week days and 8 A.M. to 12 Noon on Saturdays. This has been agreed to on the explicit assurance that the normal day-to-day work will be finished within the revised hours.

44. In addition to the above, the following is agreed:

(i) Watch and Ward staff, clerical staff (other than time Office), General Office Bearers and Drivers will be paid overtime at double the ordinary rate of salary for work more than normal working hours. However the clerical staff and the General office bearers will be paid at single rate for extra hours of work up to 4 hours on Saturdays.

(ii) Workmen while on outstation duty will not be entitled to any overtime payment.

ARTICLE VIII

WELFARE AMENITIES

45. Canteen:

(a) The Company will continue to supply all workmen cooked meal at scheduled times at thirtyseven paise per meal as per

quantity of materials agreed to in Annexure I of the Supplementary Memorandum of Settlement to this.

(b) The company will continue to supply one cup of tea or coffee free to every workman on working days while on duty. However workman on duty between 8 A.M. and 5 P.M. will be given an additional cup of tea or coffee free.

(c) Workmen who are working on overtime will be given free tea or coffee/snacks (normally sold at five paise each)/meal as follows:

(i) For overtime work upto two hours, one cup of tea or coffee.

(ii) For overtime work for two or four hours, one cup of tea or coffee and four pieces of snacks (2 sweets and 2 kharas).

(iii) For overtime work for four hours or more, one free meal if it falls during the meal time, otherwise, one cup of tea or coffee and four pieces of snacks (2 sweets and 2 kharas). However, if no meal can be booked during meal time for a workman on overtime, he will be given one cup of tea or coffee and seven pieces of snacks as available.

(d) Sale of snacks to workman on duty at subsidised rate of five paise each will be limited to a maximum of four pieces (2 sweets and 2 kharas) per head. In addition snacks may be sold to workman at actual cost price subject to availability of snacks.

46. Night Shift Tiffin

The Company will continue to supply five pieces of snacks normally sold at five paise each and a cup of tea or coffee free to all workmen working in the 12 midnight to 8..A.M. shift.

47. Rice:

The Company will arrange to distribute to all workmen rice and wheat as per allotment, individual quota and at the fair price, fixed by the Government from time to time.

Alternatively, when rice in bulk supply can be purchased in the open market, the Company will arrange to supply to all the workmen rice at the fair price rate fixed by Government from time to time. The supply of rice will be made at half a kilogram per adult member and at quarter kilogram per child above five years of a family per day. Family means husband, wife and dependent children.

48. Medical Facilities:

(a) When a workman is hospitalised in government Hospitals at Hirakud, Sambalpur or Burla and the Hospitals of Employees' State Insurance Corporation or any other Hospital, under the advice

of Company Medical Officer or the E.S.I. Medical Officer, as the case may be, he will be paid diet allowance of Rupees twenty per day.

(b) The existing medical facilities for workmen not covered under the Employees' State Insurance Scheme will continue until they are covered by the Employees' State Insurance Scheme.

(c) Family members of workmen not covered under the Employees' State insurance Scheme will be provided with such medical assistance as laid down in schedule V.

49. Leave travel Assistance:

All permanent workmen shall be eligible for Leave Travel Assistance of Rs. 800/- (rupees eight hundred only) once in a calendar year.

50. House Building Loan:

The Company had been making available Rs. 7 lakhs to a fund for granting House Building Loan to workmen. It is agreed to add to the fund Rs. 1 lakh each in the year 1989, 1990, 1991. Repayments for principal amount made under this loan scheme would also be available for sanctioning loan. At no time at the end of the year 1991 the Company's contribution towards the scheme will exceed Rs. 10 lakhs.

(2) A loan of Rs. 17,500/- (Rupees seventeen thousand five hundred only) will be given to a workman for constructing a house. The loan will bear an interest of 4 percent per annum and the loan together with the interest will have to be paid back in eighty months or the number of months left of the workman to retire, whichever is less, in equal instalments.

(3) For deciding priority for individual loan applications, the criteria will be age of an applicant plus length of service. Employees whose age plus length of service is higher, will get preference.

(4) The employee will execute a deed of agreement on non-judicial stamp paper with the Company regarding the mode and manner agreed upon for repayment of the loan with interest. The ownership deed of the property will be deposited with the Company, and kept along with the agreement, until the loan is repaid.

(5) To administer the loan, the Company may modify the existing rules, if necessary, in consultation with the Union.

ARTICLE IX ALLOWANCES

51. Shift Allowance:

All permanent workmen who work on scheduled full shifts other than on overtime work between 2 P.M. and 12 midnight will be paid a shift allowance of Rs. 1/- (Rupee one only) per head per shift and those who work in scheduled full shifts other than on overtime work between 10 P.M. and 8 A.M. will be paid a shift allowance of Rs. 2/- (Rupees two only) per head per shift.

52. House Rent Allowance:

All permanent workmen, excluding those who are provided with Company quarters, will be paid house rent Allowance of Rs. 66/- (rupees sixty six only).

53. Transport Allowance:

All permanent workmen, excluding those who are provided with Company quarters, will be paid Transport Allowance of Rs. 34/- (rupees thirty four only) per month.

ARTICLE X

TERMINATION BENEFITS

54. The Company shall continue to run the Contributory Provident Fund Scheme which is now in existence and each permanent workman will be a member of the Fund under the provisions of the Indian Aluminium Company Limited Junior Employees Provident fund rules.

55. The company will pay Gratuity to eligible workmen in accordance with the provisions of the payment of Gratuity Act, 1972 without ceiling stipulated in Section 4(3) of the said Act subject however to the rules regarding taxation.

Superannuation age is Fiftyeight and a workman shall be retired without notice or payment in lieu of notice in the month in which he completes his Fiftyeighth year.

ARTICLE XI

LEAVE AND HOLIDAYS

56. Workmen who work for 240 days during a calendar year shall be allowed during the subsequent calendar year privilege Leave (leave with wages) at the rate of one day for every fifteen days worked. For work beyond 240 days a workman shall be allowed

during subsequent calendar year to privilege leave (leave with wages) at the rate of one day for every 10 days worked. If a workman has been unable to put 240 days work in any calendar year due to prolonged sickness or absence due to industrial injury or on being laid off, he will be given privilege leave in the subsequent year at the rate of one day for every fifteen days actually worked.

57. A workman while availing Privilege Leave in a year may encash up to fifty percent of the privilege Leave earned in the year. This will not be treated as Salary/Wage for any purpose.

58. A workman can accumulate Privilege Leave earned upto ninety days and can avail four times a year.

Additionally, workmen who have attained the age of 45 and 55 years may accumulate privilege Leave @ 12 days and 18 days per year respectively in addition to the accumulation limit given above provided that the total privilege Leave encashable at the time of retirement shall not exceed 192 days.

59. Every workman will be eligible to eight days Casual leave with full wage/salary in a year.

60. Every workman in the wage roll not covered under the Employees State Insurance Scheme will be entitled to sixteen days sick leave with half pay. Sick leave with half pay can be commuted to leave with full pay. This will be done by applying for 2 days leave with half pay against 1 day leave with full pay.

Workmen in the salary roll not covered under the Employees' State Insurance Scheme will be entitled to eight days sick leave with full pay.

Workmen not covered under the Employees' State Insurance scheme will be allowed to accumulate sick leave for three years, that is, in the case of workmen on wage roll, they can accumulate up to a maximum of 48 days sick leave with half pay and those on salary roll, upto a maximum of 24 days sick leave with full pay. Those who are not covered under Employees' State Insurance for part of year, will be eligible for proportionate sick leave.

This provision regarding sick leave will automatically cease to be in operation as and when Employees State Insurance Scheme is applicable in respect of any such workman.

61. (a) Every workman covered under the Employees' State Insurance Scheme will be credited at the beginning of every calendar year eight days sick leave at half the normal wage/salary provided the workman concerned did not avail of sick leave and leave without pay for any reason whatsoever, for more than sixteen days in the aggregate during the previous calendar year. Absence

due to industrial injury or due to attack with smallpox , cholera, typhoid or pneumnoia while residing within a radius of 15 KM of Hirakud area will be counted as days worked for the purpose of eligibility. Attack with smallpox, cholera, typhoid or pneumonia will have to certified by the E.S.I. Medical Officer and countersigned by the Company Medical Officer. The eight days sick leave with half pay, will be reduced proportionate to the period of the year the workman is in E.S.I. in case he goes out of E.S.I. during the said year.

(b) The above sick leave on half the wage/salary can be commuted as full pay leave, at the discretion of the workman concerned, by applying for double the number of days required.

(c) Sick leave can only be granted on production of medical certificate from the E.S.I. Scheme, covering the entire period of sickness, for which leave is applied for and countersigned by the Company Medical Officer. However, for absence for one day or less, no E.S.I. certificate will be required.

62. All workmen will be eligible for twelve Festival Holidays with pay in a calendar year including Republic Day, Independence day, Gandhi Jayanti and May Day. The remaining eight festival, for which holidays are to be given will be fixed in consultation with the Union at the beginning of each Year.

ARTICLE XII

JOINT CONSULTATION AND WORKERS' PARTICIPATION

63. It is agreed by both the parties that the solution of problems and settlement of grievance can best be achieved by joint consultation which also contribute towards better understanding and relations. In consideration of the above and the resolution No. 19896-L.E.H. of 25 November 1975 by the Government of Orisa Labour, Employment and Housing Department the following Councils/Committee will be constituted:

(a) Shop Councils:

(1) Three Shop Councils will be constituted as given below comprising equal number of members nominated by the Company and the Union:

Shop Council I	Pot Rooms, R & D related Engineering services.
Shop Council II	Casting Plant and Carbon Plant & related engineering Services.
Shop Council III	Engineering & all other services such as traffic, Canteen, Stores, Watch & Ward, Accounts etc.

(2) In the interest of increasing production, Productivity and overall efficiency of the Shop/Department, Safety, safeguarding the working conditions of the workers, the Shop councils should create a suitable atmosphere for introducing workers participation in the management in the industry.

(b) Joint Council:

(1) A joint council will be constituted for the Hirakud Works as a whole and it shall comprise of equal members nominated by the Company and the Union.

(2) The function of the joint Councils will be to deal with problems relating to production, productivity, overall efficiency of the plant, safety, safe working and living condition of the workmen and to create a proper atmosphere for evolving methods for the proper participation of the workmen in the management of the industry. The joint council will also deal with problems which Shop Council cannot tackle.

(c) Joint Canteen Committee:

This shall comprise of equal number of members nominated by the Company and the Union. The function of this committee will be to discuss and recommend measures to improve efficiency of Canteen services.

No one shall be eligible to serve as a member of above Councils/Committee unless he is in the permanent employment for a minimum period of one year at the Company's Hirakud Works.

All the Councils/Committee are consultative and advisory in character and have no executive authority.

Members of Councils/Committee will be entitled to leave their workspot without loss of pay, after obtaining permission from the concerned superior/supervisory staff to attend meetings or to make field study. It is agreed that the time will be devoted for Councils'/committee's work only and will not be abused in any work.

The Councils/committee shall meet as frequently as is necessary but at least once in a month.

ARTICLE XIII

GRIEVANCE PROCEDURE

64. If any workman has any grievance to be redressed he must place the same before his Supervisor and Foreman as soon as possible. If the grievance is not resolved to his satisfaction, the workman shall then institute the formal grievance procedure as follows:

(a) Present a written statement of his grievance to the Department head through the Supervisor. The Departmental Head shall investigate the matter and give a reply to the workman with a copy to the Personnel Department within three working days.

(b) On failing to receive a satisfactory redress from the Departmental Head the workman may forward his grievance to the Personnel Superintendent within three working days of receiving a reply from the Departmental Head. Personnel Superintendent will investigate the case and will try to settle it.

However, if the case is not settled, he will give a reply within three days from the time the case is represented to him with a copy to the concerned departmental Head.

(c) Failing to receive a satisfactory answer from the Personnel Superintendent, the workman may represent in writing to the Works Manager within four days after receiving the reply from the personnel Superintendent. The Works Manager will give his reply as far as possible within seven days and his decision will be final.

65. No Grievance shall be considered by the Works Manager unless the formal grievance procedure has been carried out as described above.

66. The Works Manager will not consider any grievance alleged to have occurred more than thirty days before its formal presentation to him unless good cause can be shown for the delay.

ARTICLE XIV

GENERAL

67. Since this Settlement provides for the orderly and amicable settlement and adjustment of any and all disputes, differences and grievances, it is agreed that the Union will not initiate, authorise, sanction, support or engage in any strike, stoppage, slow-down or refusal of work and that the Company will not declare lock-out during the term of this settlement. Case of any authorised strike, slow-down or stoppage of work by any workman or workmen will not be supported by the union.

68. It is agreed that there shall be no demand for any further increase in wages, allowances or bonus or any other financial or non-financial benefits and that the provisions of this settlement fully define the limit the obligations and responsibilities of the Management towards its workmen for the period covered by this settlement.

ARTICLE XV

TERMINATION

69. This settlement will continue in force and effect without any change unless otherwise specified till the Thirty first May of Nineteen hundred Ninetytwo. Notwithstanding the termination of the period of validity of this Settlement it shall continue to be in effect thereafter until amended by the mutual agreement or terminated by either party by written notice of at least two calendar months to the other party.

70. In the event that any of the provisions of this settlement becomes legally invalid or unenforceable or superseded by a subsequent Act, Award, Order or Settlement between the parties, such invalidity, unenforceability or superession shall not affect the remaining provisions of this settlement.

In WITNESS whereof the Parties hereto have caused their names to be subscribed by their duly authorised officers and representatives.

25 June 1989.



SCHEDULE-1

WAGE GRADES

Grade	Starting wage Rs./month	Annual increments Rs./month	Maximum wage Rs./month
II	300.00	11.30x10yrs = 413.00	726.25
III	307.00	12.30x10yrs = 430.00	769.50
IV	314.00	13.30x10yrs = 447.00	811.50
V	320.00	14.35x10yrs = 463.50	853.00
VI	326.00	15.30x10yrs = 479.00	893.50
VII	333.00	16.20x10yrs = 495.00	932.00
VIII	340.00	17.20x10yrs = 512.00	974.00
IX	347.00	18.20x10yrs = 529.00	1014.75
X	354.00	19.20x10yrs = 546.00	1058.00
XI	362.00	20.10x10yrs = 563.00	1097.50
XII	370.00	21.35x10yrs = 583.50	1152.00
XIII	385.00	23.10x10yrs = 616.00	1241.55
XIV	400.00	25.50x10yrs = 655.00	1340.50
XV	413.00	28.50x10yrs = 698.00	1460.50

SCHEDULE-II

GRADES FOR STAFF

Grade	S1. Position No.	Starting Salary basic Rs./month	Annual increments Basic Rs./month	Maximum salary basic Rs./month	
I	1. Senior Supervisor	545.00	43.70 x 10 yrs = 982.00	2262.25	
			48.75 x 10 yrs = 1466.50		
I (a)	1. Designer-cum-Draughtsman	525.00	39.00 x 10 yrs = 915.00	2078.00	
			43.70 x 10 yrs = 1352.00		
			48.40 x 15 yrs		
II	2. Senior Assistant Chemist	465.00	35.90 x 10 yrs = 824.00	1847.00	
			35.15 x 10 yrs = 1215.00		
			42.10 x 15 yrs		
III	1. Assistant Stenographer (Confidential)	460.00	32.75 x 10 yrs = 787.50	1732.25	
			35.90 x 10 yrs = 1146.50		
IV	1. Junior Supervisor	415.00	29.65 x 10 yrs = 711.50	1555.25	
			32.85 x 10 yrs = 1040.00		
			34.35 x 15 yrs		
V	1. Stenographer	396.00	24.55 x 10 yrs = 641.50	1417.25	
			2. Junior Assistant		28.45 x 10 yrs = 926.00
			3. Junior Draughtsman		32.75 x 10 yrs
			4. Security Inspector		
			5. Chief Dresser		
VI	1. Pharmacist	375.00	21.85 x 10 yrs = 593.50	1262.25	
			2. Typist		25.40 x 10 yrs = 847.50
			3. Sub-Junior Supervisor		27.65 x 15 yrs
			4. Deputy Security Inspector		
			5. Chief Cook		
VII	1. Clerk	355.00	20.20 x 10 yrs = 557.00	1162.50	
			2. Asst. Security Inspector		22.60 x 10 yrs = 783.00
			3. Senior Dresser		25.30 x 15 yrs
			4. Office Attendant		
			5. Chief Driver		
			6. Head Bearer		
VII (a)	1. Senior Guard	340.00	17.50 x 10 yrs = 515.00	1016.50	
			2. Senior Driver		19.10 x 10 yrs = 706.00
			3. Senior Tracer-cum Printer		20.70 x 15 yrs

	4.	Head Cook			
	5.	Swing Head Bearer			
VIII	1.	Driver	321.00	15.35 x 10 yrs =	474.50
	2.	Guard		16.75 x 10 yrs =	642.00
	3.	Tracer-cum-Printer		18.30 x 15 yrs	916.50
	4.	Dresser			
	5.	Senior Guest House Helper			
	6.	Senior Bearer			
IX	1.	Bearer	302.00	13.50 x 10 yrs =	437.00
	2.	Guest House Helper		14.80 x 10 yrs =	585.00
				16.40 x 15 yrs	831.00

SCHEDULE-III

MONTHLY INCENTIVE BONUS AND ADDITIONAL MONTHLY INCENTIVE BONUS FOR POWER CUT MONTHS

The following calculation of Monthly Incentive Bonus and Additional Monthly Incentive Bonus based on production of Aluminium will apply as mentioned in Clause 36 (k) or 37 (c) for those months in which power cut as imposed by power supply authorities prevails.

1. (A) Reduced number of pots with normal limits of the amperage during power cut month:

Actual average number of pots opened in the month		A
Actual average daily production in the month		B
Actual average number of pots in the three months preceding power cut		C
Projected production to be used for bonus calculation	$\frac{B \times C}{A}$	D
Monthly Incentive Bonus amount for daily projected production D as per Clause 36 (d)		E1
Additional Monthly Incentive Bonus amount for daily projected production D as per Clause 37 (c)		E2
Monthly Incentive Bonus Payable for the month under power cut situation	$\frac{E1 \times A}{C}$	F1
Additional Monthly Incentive Bonus payable for the month	$\frac{E2 \times A}{C}$	F2

(B) underpower cut situation

Reduced number of pots with reduced Amperage during power cut month:

Actual average number of pots operated in the month		A
Actual average daily production in the month		B
Actual average amperage in the month		G
Actual average number of pots in the three month preceding power cut		C
Actual average amperage in three months preceding power cut		H
Projected daily production to be used for Bonus Calculation	$\frac{B \times C \times H}{A \times G}$	D
Monthly Incentive Bonus amount for daily projected production D as per Clause 36 (d)		E1
Additional Monthly Incentive Bonus amount for daily projected production D as per Clause 37 (C)		E2
Monthly Incentive Bonus Payable for the month underpower cut situation	$E1 \times \frac{A \times G}{C \times H}$	F1
Additional Monthly Incentive Bonus payable for the month under power cut situation	$E2 \times \frac{A \times G}{C \times H}$	F2

2. If the projected daily production D exceeds 56,000 kilograms an amount equivalent to Rupees Eighty Per 100 Kilograms above 56,000 kilograms will be taken out of the calculated total Monthly Incentive Bonus amount E1 for distributions as "Y" Bonus as per Clause 36 (m) (iii) of the settlement.

This amount will be reduced in the production of A/C as per clause 1(A) and $A/C \times G/H$ as per clause 1 (B) above and will be distributed among the permanent Pot Room Operation workmen (142+5) as per Clause 36 (m) (iv). The balance amount from Monthly Incentive Bonus calculated as per clause 1 (A) or 1(B) above will be divided among the various groups as per Clause 36 (m) (iv).

Example (i) as per 1 (A)

Assume	A	91	
	B	34,087 kg	
	C	168.72 Nos.	
Projected Production to be used for bonus calculation:			
	$34,087 \times \frac{91}{168.72}$	63,200 kg.	D
Monthly Incentive Bonus amount for daily projected production D as per Clause 36(d)		Rs. 91,712.00	E1
Additional Monthly Incentive Bonus amount for daily projected production D as per Clause 37 (c)		Rs. 6,310.00	E2
Amount to be taken out of E1 as per clause 36 (m) (iii) for permanent Pot Room Operation Workmen		Rs. 5,760.00	
Balance amount (Rs. 91,712- Rs. 5,760)		Rs. 85,952.00	
Monthly Incentive Bonus payable for permanent Pot Room Operation Workmen "Y"		Rs. 3,106.69	
Rs. 5,760 x (91/168.72)			
Balance Monthly Incentive Bonus Payable			
Rs. 85,952 x (91/168.72)		Rs. 46,358.65	
Total Monthly Incentive Bonus payable for the month under power cut situation		Rs. 49,465.34	F1
Additional Monthly Incentive Bonus payable for the month under power cut situation			
Rs. 6,310 x (91/168.72)		Rs. 3,403.33	F2
Example (ii) as per 1 (B):			
Assume	A	140 Pots	
	B	51,486 kilograms	
	C	171 pots	
	G	52,138 Amperes	
	H	56,000 Amperes	
Projected production to be used for bonus calculation:			
	$51,486 \times \frac{171 \times 56,000}{140 \times 52,138}$	67,545 Kg.	D
Monthly Incentive Bonus amount for daily projected production D			

as per Clause 36 (d)	Rs. 43,652.00	E1
Additional Monthly Incentive	Rs. 16,243.30	E2

Bonus amount for daily projected production D as per Clause 37 (C)

Amount to be taken out of E1 as per Clause 36 (m) (iii) for permanent Pot Room Operation

workmen	Rs. 9,236.00	
Balance amount (Rs. 1,43,652-9,236)	Rs. 134,416.00	
Monthly Incentive Bonus payable for permanent Pot Room Operation workmen (Y)		

Rs. 9,236 x $\frac{140 \times 52,138}{171 \times 56,000}$	Rs. 7,040.15	
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Balance of Monthly Incentive Bonus Payable		
Rs. 1,34,416 x $\frac{140 \times 52,138}{171 \times 56,000}$	Rs. 1,02,458.79	

Total Monthly Incentive Bonus payable for the month under power cut situation	Rs. 1,09,498.94	F1
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Additional Monthly Incentive Bonus payable for the month under power cut situation:		
Rs. 16,243.30 x $\frac{140 \times 52,138}{171 \times 56,000}$	Rs. 12,381.48	F2

3. When pots are operated in any month with power cut of 50 per cent or more, Monthly Incentive Bonus and Additional Monthly Incentive Bonus for that month will be 50 per cent of the projected Monthly Incentive Bonus and Additional Monthly Incentive Bonus respectively as per the calculation given as under. The amount 'Y' as per Clause 36 (m) (iii) to be taken out of the Monthly Incentive Bonus for distribution among (142 + 5 staff members) workmen of Pot Room Operation will also be 50 per cent of the projected 'Y' amount as per the same calculation.

Actual average number of pots operated during the month	A
Daily production in the month	B

Actual average number of pots in the 3 months preceding power cut		C
Actual average during the month		G
Actual average amperage in the three months preceding power cut		H
Projected daily production to be used for bonus calculation	$\frac{B \times C \times H}{A \times G}$	D

Monthly incentive Bonus amount for daily projected production D as per Clause 36 (d)		E1
Additional Monthly Incentive Bonus amount for daily projected production (D) as per clause 37(c)		E2
Monthly Incentive Bonus payable for the month under power cut situation at 50 per cent or more	E1/2	F1
Additional Monthly Incentive Bonus amount payable for the month under power cut situation at 50 per cent or more	E2/2	F2

In the calculation of projected daily production if the value of H/G is less than unity, this factor will be ignored.

However, under the above conditions, if the Monthly Incentive Bonus and the Additional Monthly Incentive Bonus payable as per 1 (A), and 1 (B) above work out to be more than 50 per cent as stated above, then the higher amounts will be disbursed as Monthly Incentive bonus and Additional Monthly Incentive Bonus.

4. (a) The Monthly incentive Bonus for the month during which pot line is shutdown will be the same as the Monthly Incentive Bonus for the previous month if the previous month happens to be a month operating at 50% or more power cut.

(b) The Monthly Incentive Bonus for the month during which pot line is shutdown will be same as the Monthly Incentive Bonus for the previous month if the previous month happens to be a month operating at no power cut.

(c) The Monthly Incentive Bonus for the month during which pot line is shutdown will be half of E1 and E2 as per clause 1 (A), 1 (B), for the previous month, if the previous month happens to be a month of partial power cut.

(d) If the incentive Bonus calculated as per Clause 36 (d) for a month during which the line is shut down is higher than the bonus

calculated under Clause 4 (a), (b) or (c), then the higher amount will be paid.

5. The Monthly Incentive Bonus and the Additional Monthly Incentive Bonus as per Clause 1(A), 1(B) and 3 and 4 above will be disbursed to the eligible workmen as per provisions of Clause 36 and 37.

**SCHEDULE - IV
STRENGTH OF BONUS EARNING WORKMEN**

Wage Roll

Group I	Pot Room Operation	142		
	Service	74		
	Lining	26		
	Control	10	252	
Group II	Carbon Plant	19		
	Casting Plant	42	61	
Group II (a)	Rectifier Station	13	13	
Group III	R & D - Laboratory	4		
	Electrical Distribution	24		
	Mechanical Workshop	34		
	Mechanical Maintenance	43		
	Civil (excluding sweepers and gardeners)	16	121	
Group IV	Civil (Sweepers & Gardeners)	18		
	Stores	4		
	Purchase & Traffic	11		
	Canteen	17	50	497
Salary Roll				
Group V	Pot Room	4		
	R & D - Pot Room Control	1	5	
Group VI	Carbon Plant	3		
	Casting Plant	5	8	
Group VI (a)	Rectifier Station	7	7	
Group VII	R & D - Laboratory	3		
	Electrical Distribution	2		
	Mechanical Workshop	2		
	Mechanical Maintenance	3		
	Civil	3	13	
Group VIII	Stores	4		
	Traffic	6		
	R & D - Laboratory	2		
	Pot Room	1		

Carbon Plant	1		
Personnel	39		
Casting Plant	1		
Planning & Industrial Engg.	4		
Office including Purchase	36		
Driver	<u>7</u>	<u>101</u>	<u>134</u>
			631

SCHEDULE -IV (A)

STRENGTH REQUIRED FOR FULL LINE OPERATION
(TO RUN THE PLANT WITH 172 POTS IN LINE)

Wage Roll			
Group I	Pot Room Operation	122	
	Service	67	
	Lining	23	
	Control	10	222
Group II	Carbon Plant	19	
	Casting Plant	42	61
Group II (a)	Rectifier Station	13	13
Group III	R & D - Laboratory	5	
	Electrical Distribution	24	
	Mechanical Workshop	37	
	Mechanical Maintenance	39	
Group IV	Civil (excluding Sweepers & Gardeners)	15	120
	Civil (Sweepers & Gradeners)	18	
	Stores	4	
	Purchase & Traffic	15	
	Canteen	19	56 472
Salary Roll			
Group V	Pot Room	4	
	R & D - Pot Room Control	1	5
Group VI	Carbon Plant	3	
	Casting Plant	5	8
Group VI (a)	Rectifier Station	7	
Group VII	R & D Laboratory	5	
	Electrical Distribution	2	
	Mechanical Workshop	2	
	Mechanical Maintenance	3	
Group VIII	Civil	3	15
	Stores	4	
	Traffic	6	
	R & D - Laboratory	2	
	Pot Room	1	

Carbon Plant	1		
Personnel	40		
Casting Plant	1		
Planning & Industrial Engg.	4		
Office including Purchase	35		
Drivers	<u>8</u>	<u>102</u>	<u>137</u>
			609

SCHEDULE-V
FAMILY MEDICAL ASSISTANCE TO WORKMEN
NOT ENTITLED TO E.S.I. BENEFITS

Eligibility

All PERMANENT WORKMEN, not entitled to the medical benefits under the Employees State Insurance Scheme (E.S.I.) are eligible for the assistance covered by this scheme.

FAMILY in relation to workmen under this scheme means his wife, dependant children and dependant parents.

Medical Reference:

On receipt of information from any workman the Company Medical Officer may examine the family members in his house or at the Community Centre or at the Company Dispensary or at the residence of the workman depending on the seriousness of the illness as decided by the Company Medical Officer. He will prescribe medicines or any refer the case to specialists.

Benefits

Each eligible workman is entitled to claim reimbursement for the medical expenses as detailed hereunder for his family members from a Fund created as given below:

1. Each workman's account in the Fund will be created with Rs. 250/- (Rupees two hundred fifty only) at the beginning of each year or proportionate amount for the year, if the entitlement for the assistance is only for part of a year.

2. The year for this purpose is April to March.

3. Accumulation of unspent amount will be allowed for three years, that is on the 1st of April in any year, the credit to workman's account will not be more than Rupees Seven hundred fifty only. Balance, if any, will stand lapsed.

Specialist Services include:

- (a) Consultation fee paid to specialist.
- (b) fees for pathological and bacteriological examination, X-ray and ECG examination.
- (c) Expenses incurred for surgery and associated blood transfusion.

(d) Maternity expenses for the first, second and third child births of the workman.

(e) Consultation fees and medicines received from registered Homoeopathic, Ayurvedic and Hakim medical practitioners

(f) Reimbursement of the actual cost of spectacles subject to a maximum of Rs. 200/- once in a period of 3 years.

Claim of Benefits

1. If the specialist services are availed of with the approval or through the Company Medical Officer for a family member, the workman may claim reimbursement on production of relevant vouchers duly approved by the Company Medical Officer as follows:

(a) 100 per cent of the specialist services (as defined above) out of the Fund.

(b) Admissible medicines or their substitute prescribed by the Company Medical Officer or the specialist will be supplied from the Company Dispensary. If however, the medicines are not available in the Company Dispensary, 100 per cent of the cost of admissible medicines purchased from outside will be reimbursed by a separate bill by the company outside the fund.

(c) Medical expenses allowable under the family medical benefit scheme for workmen will be paid to the workmen when their family is residing outside Hirakud subject to the production of prescription by a registered Medical practitioner and vouchers.



INDIAN AIRLINES

Pursuant to the negotiations between the representatives of the Management and the Union, the following Understanding has been reached:

SECTION-I-GENERAL

The following categories of workmen represented by Air Corporation Employees Union in the under mentioned scales of pay employed by the corporation are covered by the Memorandum of Understanding:

NON-TECHNICAL CATEGORIES

1. Rs. 250-10-410.
2. Rs. 320-10-360-15-405-20-425-25-600 (Sr. Category)
3. Rs. 320-10-360-15-405-20-425-25-675 (Drivers and Head Categories)
4. Rs. 405-20-425-25-600-30-810 (Sr. Drivers/Sr. Operators)
5. Rs. 425-25-600-30-750-40-1110 (Operator)
6. Rs. 320-10-360-15-405-20-425-25-700 (All Categories of Assistants and other categories in clerical cadres)
7. Rs. 525-25-600-30-750-40-1110 (Sr. category of Assistants and other senior category in clerical cadres)
8. Rs. 320-10-360-15-405-20-425-25-600-30-750-40-1110 (This pay scale was abolished w.e.f. 1st January, 1979 except for workmen employed prior to 1st January, 1979 who could not get promoted to the scale of pay of Rs 525-1110 for whom this pay scale would continue as personal to them.)
9. Rs. 600-30-750-40-950-50-1250.
10. Rs. 660-30-750-40-950-50-1400.

TECHNICAL CATEGORIES

(Carpenters/Tailor, Mason, Plumber, etc.)

1. Rs. 375-15-405-20-425-25-600-30-750-40-1110.
(M.T. Mechanics, Overseers and other general technicians)
2. Rs. 425-25-600-30-750-40-1110 (M.T. Mechanic)
3. Rs. 600-30-750-40-950-50-1300 (Sr. M.T. Mechanic)
4. Rs. 630-30-750-40-950-50-1450 (Leading Hand (M.T.) Master Tech, Overseer etc.)

CABIN CREW:

1. Rs. 600-30-750-40-950-50-1300 (Airhostess/Flight Purser)

2.Rs.720-30-750-40-950-50-1550 (Sr. Category Airhostess/ Flight Purser)

1.2 The Union agrees that all the demands raised in the aforementioned Charter of Demands are fully and finally settled by this Memorandum of Understanding and further agrees that during the currency of this Understanding, the Union shall not raise any further demands.

1.3 This Understanding is subject to the approval of the Board of Directors of Indian airlines and the Government of India and shall be implemented after such approvals have been obtained and settlement as per the Industrial Disputes Act, 1947 has been signed by the parties.

1.4 Except where otherwise provided, the terms of this Understanding shall have effect from 1st October, 1985 and shall remain in force till 31st August, 1990 and thereafter until the settlement is terminated by either party by giving a minimum of two months notice of termination in writing.

1.5 The Management of Indian Airlines and the Union reaffirm their faith in the Code of Discipline in Industry and agree to abide by the same in letter and spirit. The Management and Union agree to jointly pursue and promote industrial peace and harmony in Indian Airlines so that there is no disruption or interruption in the work of the Indian Airlines or the normal functioning of various sections and departments or to the operations of services of Indian Airlines.

1.6 It is further agreed that all existing benefits (obligations and practices) agreements etc. shall continue unaffected except in so far as specifically modified by any of the terms of this Understanding or under provisions of any law for the time being in force.

SECTION-II- PAY AND ALLOWANCES

Scales of Party

The parties agree that w.e.f. 1st October, 1985, the following existing scales of pay shall stand revised as mentioned against each.

Non-Technical

Existing pay scales

250-10-410

320-10-360-15-405-20-425

Revised pay scales

1080-15-1245-20-1305-25-

1330-30-1360

1185-15-1245-20-1305-25-1330-

-25-600	30-1450-35-1555
320-10-360-15-405-20-425	1185-15-1245-20-1305-25-1330-30-
25-675	1450-35-1555-50-1705
405-20-425-25-600-30-810	1305-25-1330-30-1450-35-1555
	-50-1905
425-25-600-30-750-40-1110	1330-30-1450-35-1555-50-2105
	60-2285
320-10-360-15-405-20-425	1105-15-1245-20-1305-25-
-25-700	1330-30-1450-35-1555-50-1755
525-25-600-30-750-40-1110	1450-35-1555-50-2105-60-2285
320-10-360-15-405-20	1185-15-1245-20-1305-25-1330
425-25-600-30-750-40-1110	30-1450-35-1555-50-2105-60-2285
600-30-750-40-950-50-1250	1555-50-2105-60-2405
660-30-750-40-950-50-1400	1655-50-2105-60-2585

TECHNICAL CATEGORIES

375-15-405-20-425-25-	1265-20-1305-25-1330-30
600-30-750-40-1110	1450-35-1555-50-2105-60-2285
425-25-600-30-750-40-1110	1330-30-1450-35-1555-50-2105
	60-2285
600-30-750-40-950-50-1360	1555-50-2105-60-2465
630-30-750-40-950-50-1450	1605-50-2105-60-2645

CABIN CREW

600-30-750-40-950-50-1300	1555-50-2105-60-2465
720-30-750-40-950-50-1550	1755-50-2105-60-2765

2.2 The above revised scales of pay have been arrived at by merging the following allowances in the Basic Pay as on 1st October, 1985.

NON-TECHNICAL CATEGORIES OF EMPLOYEES

1. Special Allowance as on 1st October, 1985.
2. Wage increase 1981.
3. V.D.A. on 613 points as on 1st October, 1985 of the Average Quarterly Consumer Price Index, Base 1960 = 100, Simla Series
4. Marginal Adjustment
5. Productivity Allowance

TECHNICAL CATEGORIES OF EMPLOYEES

1. SPECIAL Allowance as on 1st October, 1985
2. Wage increase 1981

3. V.D.A. on 613 points on 1st October, 1985 of the Average Quarterly Consumer Price Index, base 1960 = Simla Series
4. Marginal Adjustment Allowance
5. Convenience Allowance
6. Technical Pay of Rs.30/- for the employees in the scale of Rs. 375-1110.
7. Rs. 20/- out of Kit Maintenance Allowance of Rs. 75/- for the employees in the scale of Rs. 375-1110.

CABIN CREW :

1. Special Allowance as on 1st October, 1985.
2. Wage increase 1981
3. VDA on 613 points as on 1st October, 1985 of the average Quarterly Consumer Price Index Simla Series base 1960 = 100
4. Jet Allowance
5. Efficiency Bonus

2.3 FITMENT :

The existing Basic Pay on 1st October, 1985 shall be added up with the allowances which have been merged as referred to in para 2.2 above and if the total so arrived at coincides with a stage in the revised scale of pay, the workmen shall be fitted in that stage in the revised scale. In case the total so arrived at does not coincide with the stage in the revised scale of pay, the workmen shall be fitted at the next higher stage in the corresponding revised pay scale.

2.4 VARIABLE DEARNESS ALLOWANCE :

The VDA of Rs. 503.95 at 613 points of the Average Quarterly Price Index of Simla Series, Base 1960 = 100 has been merged into the basic pay. There shall not be any VDA at 613 Points from 1st October, 1985 to 31st December, 1985. From 1st January, 1986, the VDA shall be calculated beyond 613 points and the terms of the existing settlement with regard to payment of VDA shall continue to be in force. Further, in the event of Government of India during the operative period of this understanding or thereafter revising the Policy of neutralization of the rise or fall in the All India Consumer Price Index (Base 1960) for workmen in the Public Sector Undertakings following the Industrial Dearness Allowance pattern, which is presently existing in Indian Airlines, the revised Policy shall be made applicable to the workmen covered by this understanding.

2.4 DEARNESS ALLOWANCE (FIXED)

The employees shall be paid Dearness Allowance (Fixed) w.e.f. 1st October, 1985 as per the slabs given below :

Basic Pay Range	Dearness Allowance (Fixed)
Rs. 701-1000	Rs. 120
Rs. 1001-1100	Rs. 180
Rs. 1101-1200	Rs. 240
Rs. 1201-1300	Rs. 360
Rs. 1301-2200	Rs. 420
Rs. 2201-2300	Rs. 540
Rs. 2301-2500	Rs. 660
Rs. 2501-2700	Rs. 840
Rs. 2701-2800	Rs. 900

The Dearness Allowance (Fixed) shall count as pay for the purpose of House Rent Allowance, Provident Fund, Gratuity, Leave Encashment and Leave only but not for any other purpose whatsoever.

2.5 HOUSE RENT ALLOWANCE

2.5.1 It is agreed that w.e.f. 1st October, 1985, HRA shall be paid at the rate of 15 percent of the revised basic pay plus Dearness Allowance (Fixed) in class A, B-1 and B-2 cities and at the rate of 10 per cent of the revised Basic Pay plus Dearness Allowance (Fixed) in other cities subject to a maximum of Rs. 400 per month. With effect from 1st April, 1987, the workmen shall be paid House Rent Allowance at the rate of 30 per cent of the revised Basic Pay plus Dearness Allowance (Fixed) in Class A, B-1, and B-2 cities at the rate of 20 per cent of such emoluments at other cities subject to the maximum of Rs. 1000 per month for class A, B-1 and B-2 cities and Rs. 500 per month for other cities. Other terms and conditions in regard to payment of House Rent Allowance shall remain unchanged. In case of those workmen residing in the accommodation provided by the Corporation, the existing rates of recovery of ceilings based on the pre-revised scales of pay existing on 30th September, 1985 shall continue.

2.6 CITY COMPENSATORY ALLOWANCE

The ceiling of Rs. 75 per month shall be raised to Rs. 100 per month with effect from 1st April, 1987. The other terms and conditions in regard to calculation of City Compensatory Allowance shall remain unchanged.

2.7 SHIFT ALLOWANCE

Shift Allowance shall be paid at the following rates to the categories of workmen in the scales of pay as specified below from the date of signing of the settlement.

Pre-Revised Scale	Revised Scale	Rate for Morning/ Afternoon Shift	Night Shift
250-410	1080-1360	Rs. 2.05	Rs. 6.15
320-600	1185-1555	Rs. 3.00	Rs. 9.00
320-675	1185-1705	Rs. 3.40	Rs. 10.20
320-700	1185-1755	Rs. 3.50	Rs. 10.50
525-1110	1450-2285	Rs. 5.55	Rs. 16.65
320-1110	1185-2285	Rs. 5.55	Rs. 16.65
405-810	1305-1905	Rs. 4.05	Rs. 12.15
425-1110	1330-2285	Rs. 5.55	Rs. 16.65
600-1250	1555-2405	Rs. 6.25	Rs. 18.75
660-1400	1655-2585	Rs. 7.00	Rs. 21.00

TECHNICAL CATEGORIES

375-1110	1265-2285	Rs. 5.55	Rs. 16.65
425-1110	1330-2285	Rs. 5.55	Rs. 16.65
600-1300	1555-2465	Rs. 6.50	Rs. 19.50
630-1450	1605-2645	Rs. 7.25	Rs. 21.75

Other terms and conditions for the payment of Shift Allowance shall remain unaltered.

2.8 DUTY ALLOWANCE

Duty Allowance, which is paid at present to the workmen in the existing scales of pay is revised and the new revised Duty Allowance which will be applicable is shown below from the date of signing of the Settlement.

Pre-Revised Scale	Revised Scale	Rate Of Duty Allowance
250-410	1080-1360	Rs. 41
320-600	1185-1555	Rs. 60
320-675	1185-1705	Rs. 68
320-700	1185-1755	Rs. 70
525-1110	1450-2285	Rs. 115
320-1110	1185-2285	Rs. 115
600-1250	1555-2405	Rs. 125
660-1400	1655-2585	Rs. 140

Other terms and conditions for the payment of Duty Allowance shall remain unaltered.

2.9 OVERTIME/SUNDAY ALLOWANCE/HOLIDAY PAY

The increase in the above allowances based on the revised basic Pay shall come into effect from the date of signing of the Settlement on the terms of this Understanding unless arrears on any of the above allowances are payable under the provisions of any law in force.

Signed this day of 4th December, 1988.

MINERAL EXPLORATION

SHORT RECITAL OF THE CASE

PREAMBLE

Whereas a Memorandum of Settlement governing the wage structure and other related matters including conditions of service of workmen was executed between the Management of Mineral Exploration Corporation Limited hereinafter referred to as "Corporation" and the workmen represented by the Mineral Exploration Corporation Employees Union, hereinafter referred to as "Union" on 8-6-1981 u/s 12(3) of Industrial Disputes Act., 1947.

And whereas the above settlement was in operation for a period of 4 years i.e. from 1-4-1984 to 31-3-1988.

And whereas the Union submitted a Character of demands on 17-8-1987 on behalf of the workmen for revision of wage structure and other related matters including change in certain service conditions and a Joint Bipartite Negotiating Committee consisting of representatives of Management of the Corporation and the Union was constituted for the purpose and the Joint Bipartite Negotiating Committee discussed the charter of demands in detail in series of meetings held on different occasions.

And whereas even after protracted discussions, understanding could not be reached on certain issues and the intervention of Regional Labour Commissioner (Central), Nagpur was sought and the matter was seized in conciliation by the Regional Labour Commissioner(c) and the conciliation officer.

And Whereas the Regional Labour Commissioner(c) held discussions with the parties at a place of mutual convenience on the request of the parties at the Conference Hall of Mineral Exploration Corporation Ltd., Seminary Hills, Nagpur on _____ and after protracted discussions and several suggestions and counter suggestions brought about an amicable settlement.

1. TERMS OF SETTLEMENT:

SCOPE AND COVERAGE :

This settlement shall be called the MECL Third Wage Revision Settlement.

1.1 This settlement shall cover all categories of workmen employed by Mineral Exploration Corporation Limited.

1.2 The scope of settlement covers wage structure, Dearness Allowance, Fitment in the Revised scales of pay and other related issues related to service conditions as contained in the different clauses of this settlement.

2. REGULAR WORKMEN:

2.1. WAGE

2.2. The wages of regular workmen shall primarily consist of basic pay and Dearness Allowance.

2.3. MINIMUM WAGE : REGULAR WORKMEN/EMPLOYEES:

The revised minimum wage of a regular employee converted by this settlement shall be Rs. 1390/- per month consisting of following Basic Pay and Fixed Dearness Allowance at Index 752 of All India Average Consumer Price Index for Industrial workers (Base 1960=100) as on 1-4-1988.

Basic Pay	..	Rs. 1125/-
Fixed DA	..	<u>Rs. 265/-</u>
		<u>Rs. 1390/-</u>

2.4.1. MINIMUM GUARANTEED BENEFIT :

All workmen covered by this settlement and who were on the rolls of the Corporation as on 1-4-88 shall be given a minimum guaranteed benefit of Rs. 85/- plus Interim Relief admissible as on 1-4-1988.

2.4.2. WAGE STRUCTURE:

The revised wage structure w.e.f. 1-4-1988 shall be as follows :

EXISTING PAY SCALES	REVISED SCALES
I. 550-11-682	1125-20-1425
II. 565-11-631-13-709	1140-20-1340-25-1465
III. 620-15-710-18-818	1195-30-1495-35-1670
IV. 680-20-820-23-958	1255-40-1655-45-1880
V. 750-25-925-28-1093	1345-45-1480-50-1780-55-2055
VI. 775-30-985-33-1183	1370-60-1610-65-2000-70-2350
VII. 900-40-1180-45-1450	1495-70-1775-75-2225-80-2625

2.5 FIXED DEARNESS ALLOWANCE

2.5.1. The Fixed Dearness Allowance under this settlement shall be as shown below for all regular workmen in revised pay scales which is linked to AICPI 752 as on 1-4-88.

Basic pay upto Rs. 1804 ..	Rs. 265/-
From 1805 to 1924 ..	Rs. 325/-
From 1925 to 1999 ..	Rs. 445/-
From 2000 & above ..	Rs. 505/-

2.6. VARIABLE DEARNESS ALLOWANCE :

2.6.1 In addition to the Basic Pay and Fixed Dearness Allowance the workmen shall be entitled to variable dearness allowance as specified hereinafter.

2.6.2 The Union representative demanded that there should be full neutralization of rise in cost of living. The Management representative did not agree to increase the existing rate of Rs. 1.65 per month per point. The Union representatives did not agree and insisted that they shall continue to press for full neutralization at the National Level.

2.6.3. The Government of India has set up a tripartite Committee for revising the formula of dearness allowance. The recommendation of the Tripartite Committee as accepted by the Government of India will govern dearness allowance payments in MECL.

2.6.4. Meanwhile the workmen will be compensated at the existing rate of Rs. 1.65 per point rise/fall in the AICPI for Industrial workers (Base 1960-100). The Variable Dearness Allowance shall be revised every quarter and will be paid from 1st January to 31st March, 1st April to 30th June, 1st July to 30th September and 1st October to 31st December of every year on the basis of average of All India Consumer Price Index, for preceding quarter. In computation of quarterly average price Index, fraction if any, will be rounded off to the next higher integer e.g. if the average price index for the quarter works out to 760.3 it will be rounded off to 761.

2.7. FITMENT IN REVISED WAGE STRUCTURE :

2.7.1. All workmen will be fitted in the revised wage structure as specified below:

2.7.2. A sum of Rs. 85/- shall be added to the wage consisting of pay, Fixed Dearness Allowance, Variable Dearness Allowance and Interim Relief as on 1-4-88. A sum of Rs. 265/- , Rs. 325/-,Rs.

445/- and Rs. 505/- as applicable to the employees on the basis of Basic wage representing FDA will be deducted to arrive at the Basic pay in the revised pay scale. If this amount corresponds to a stage in the revised pay scale, the workmen will be fitted at that stage. If this amount does not correspond to a stage in revised pay scale, the workmen will be fitted at the next higher stage in the concerned scale.

2.7.3. Fitment in the revised scale of pay are shown in Annexure 1 to 7.

2.8 DATE OF ANNUAL INCREMENT :

2.8.1. The existing system of granting increment on 1st January and 1st July shall continue.

2.8.2. On fitment in the revised scale of pay, the anniversary dates of increment shall remain the same as before.

2.8.3. STAGNATION INCREMENT :

If any workman stagnates at the maximum of the scale of pay applicable to him, he shall be granted one increment equal to the rate of last increment drawn by him but not more than 2 increments during the currency of this settlement.

2.9.1. HOUSE RENT ALLOWANCE :

The House Rent Allowance shall be paid on slab basis as shown below :

	Hydrabad Calcutta	Jaipur/Nagpur Ranchi
1) 1125-20-1425	150	130
2) 1140-20-1340-25-1465		
3) 1195-30-1495-35-1670	225	200
4) 1255-40-1655-45-1880		
5) 1345-45-1480-50-1780-55-2055	300	275
6) 1370-60-1610-65-2000-70-2350		
7) 1495-70-1775-75-2225-80-2625		

In any slab if the amount being drawn by a worker as on the date of signing this settlement is more than the amount specified above, he shall draw the amount of HRA admissible to him as on the date of signing of settlement & during the period of this settlement.

2.9.2. CITY COMPENSATORY ALLOWANCE :

The CCA payments will be made in accordance with the Circular No. ____ dated _____ of Ministry of Finance from the date

specified in the circular subject to the ceilings on minimum and maximum laid down therein.

3. NIGHT SHIFT ALLOWANCE :

3.1. All regular and contingent workmen excluding Watchmen/Security Guards shall be paid a sum of Rs. 5/- per day work in 3rd shift.

4. WASHING ALLOWANCE :

4.1. All regular and contg. workmen who are entitled to liveries/uniforms/dress will paid a sum of Rs. 15/- per month towards washing allowance.

5. CHILDREN EDUCATION ALLOWANCE :

5.1 Children Education Allowance will be paid as indicated below subject to a maximum of Rs. 75/- and Rs.90/-for primary and

secondary/higher secondary classes.

Primary Standards Rs 25/- per month.

Secondary/Higher Rs.30/- per month.

Secondary

6. CONVEYANCE ALLOWANCE :

6.1 A sum of Rs. 125/- per month will be as conveyance allowance to those who possess a conveyance.

6.2. CYCLE ALLOWANCE :

A sum of Rs. 40/- per month will be paid as convenience allowance to those who possess a cycle.

7. UNDERGROUND ALLOWANCE :

7.1. The existing rate of 12% will continue to be paid on revised basic wage from 1-4-88.

8. FIELD DUTY ALLOWANCE :

8.1. The existing practice of payment of Field Duty Allowance on slab basis will continue to govern the payment of reimbursement of Field expenses. The rates of FDA shall be as shown below:

BASIC WAGE	RATE OF REIMBURSEMENT
Upto Rs. 1194/-	Rs. 300/-
1195 to 1224	Rs. 400/-
1225 to 1314	Rs. 515/-

1315 to 1374	Rs. 550/-
1375 to 1414	Rs. 600/-
1415 and above	Rs. 650/-

9. CONTINGENT WORKMEN :

9.1 WAGE

The following shall be consolidated Daily wage of Congt. workmen deployed on surface w.e.f. 1-4-88. These wages shall be applicable to those who are on the rolls of the Company on the date of signing the settlement and thereafter.

WAGE SCALE I

Existing Scale :

Rs. 10.50-0.50-12.00-0.75-17.25

- .. Rs. 20/- per day.
- .. Rs. 23.50/- per day those who have more than 1 year and less than 2 years service.
- .. Rs. 26.70/- per day. Those who have more than 2 years and less than 3 years service.
- .. Rs. 30/- per day. Those who have more than 3 years service.

9.2. The Contg. workmen deployed for underground operations in the Mining Projects shall be paid a consolidated daily wage as shown below w.e.f. 1-4-88.

WAGE SCALE I

- .. Rs. 30/- per day.
- .. Rs. 33.50 per day those who have more than one year and less than 2 years service.
- .. Rs. 36.65 per day those who have more than two years and less than 3 years service.
- .. Rs. 40/- per day for more than 3 years service.

9.3 The Workers who are in the Wage Scale II (Rs. 12.00-25.50), III (Rs. 16.50-30.80) and IV (Rs. 20.00 - 33.50) will be given a minimum guaranteed benefit indicated below as on 31-3-88. This minimum guaranteed benefit shall be added to the wage drawn by the worker as on 31-3-1988.

Rs. 195/- for those who have rendered less than one year service.

Rs. 295/- for those who have rendered more than 1 year and less than 2 years service.

Rs. 395/- for those who have rendered more than 2 years and less than 3 years service.

Rs. 495/- for those who have rendered more than 3 years service. All Contg. workmen shall be paid Variable Dearness Allowance from 1-7-88 at the rates to be paid as Variable Dearness Allowance to the regular workmen. The increase in every quarter will be divided by 30 and added to the Daily wage drawn by the workmen.

9.4 Fitment in the revised wage is given in Annexure II.

10. ADVANCES & SCHEMES :

10.1. Pension Scheme

It is agreed in principle that contributory Pension Scheme will be introduced. The modalities will be worked out within 3 months.

11. GENERAL :

11.1. Anomalies, if any which might arise during the implementation of this agreement will be removed in consultation with the Union.

11.2. All payments will be rounded off to the nearest rupee in future. Less than 0.50 paise will be ignored and 0.50 paise and above will be rounded off to the nearest rupee.

11.3. PROTECTION OF EXISTING BENEFITS :

Facilities, privilege, amenity, benefit, monetary or otherwise and concessions to which the workmen are entitled shall not be withdrawn or revised except to the extent and in the manner provided in this settlement and/or agreed to between the parties.

11.4. The entitlement regarding daily allowance, class or travel, overtime allowance, leave travel concession etc. and all other allowances, payments and entitlements linked with Pay Scale/Basic Pay shall not be changed merely because of revision of pay Scale/Wage structure.

11.5. This settlement shall be valid for a period of 4 years from 1-4-88 to 31-3-1992.

11.6. PRODUCTIVITY AND INDUSTRIAL PEACE

Management and Employees representatives agrees that: Industrial peace and harmony will be maintained and every effort will be made to achieve optimum production to ensure high level of performance consistent with safety, health, inputs and sustained efforts. Every effort will be made to ensure progressive increase in the productivity of the Company. Joint efforts will be made to improve effective utilization of all resources, including manpower and to ensure maximisation of production.

It is recognised by both parties that participative forums have

an important and definite role to play in insuring industrial harmony and improving productivity. All possible steps will be taken to strengthen these forums.

The provisions of this settlement will be implemented faithfully and in the spirit of goodwill by the Management and Employees.

During the operation of this settlement, no demand will be made or dispute raised in respect of matters settled by this memorandum of settlement. It is recognised by both the parties that discipline at all levels is essential for the smooth functioning of the Corporation. They therefore assure their full co-operation, for maintaining discipline and in optimising production and productivity.

11.7. The parties will report the implementation of the settlement to the regional labour Commissioner(C), Nagpur within three months from the date.



NEYVELI LIGNITE CORPORATION

MEMORANDUM OF SETTLEMENT UNDER SECTION 12(3) OF THE INDUSTRIAL DISPUTES ACT, 1947 REACHED BEFORE THE JOINT COMMISSIONER OF LABOUR, MADRAS AND THE REGIONAL LABOUR COMMISSIONER (CENTRAL), MADRAS ON 3-11-1989.

PRESENT: THIRU N.SHANMUGASUNDARAM, B.A., B.L., D.S.S., JOINT COMMISSIONER OF LABOUR, MADRAS.

THIRU D.M.DHIWAL, REGIONAL LABOUR COMMISSIONER (CENTRAL), MADRAS.

RC. No. D/7748/89.

Date: 3-11-1989.

PARTIES TO THE DISPUTE:

BETWEEN THE MANAGEMENT OF NEYVELI LIGNITE CORPORATION LIMITED

AND

THEIR WORKMEN REPRESENTED BY THE VARIOUS UNIONS.

REPRESENTING MANAGEMENT REPRESENTING WORKMEN

Thiruvallargal

1. Mahip Singh,
C.M.D.

2. M.S.Mani
Dir. (Mines).

3. V. Rajamani,
Dir. (Finance).

4. S.R. Sengupta,
Dir. (P&P).

5. T.S.Vasangam,
CGM/P&A.

6. V.S.Christopher,
DGM/Finance.

7. P.Damodaran,
C.P.M.

8. S.S.Krishnan,
C.P.M.

Thiruvallargal

1. NLC Workers Progressive Union (LPF)

i) C.Kuppusamy, President (LPF).

ii) G.Ramakrishnan, President.

iii) Aranga Arul, Genl. Secretary.

iv) N.Chandrasekaran, Treasurer.

2. NLC National Workers & Staff Union (INTUC)

i) K.Subbu, Adviser to INTUC/TamilNadu

ii) V.Rajavel, General Secretary.

3. NLC National Trade Union (TNTUC)

i) K.Jengal, President.

ii) S.Nagarathinam, General Secretary.

4. NLC Anna Workers & Staff Union (ATP)

i) G.Velmurugan, General Secretary/ATF

ii) S.Madasamy, President.

iii) G.Thirugnanam, General Secretary.

5. NLC Employees Union (LPF)
 - i) M.Radhakrishnan, President.
 - ii) M.S.Mani, General Secretary
6. NLC Amalgamated Labour & Staff Union (HMS)
 - i) S.C.C.Anthony Pillai, President/HMS.
 - ii) C.Sugumaran, President.
 - iii) V.Mani, General Secretary / Incharge.
7. NLC Labour & Staff Union (CITU)
 - i) K.Vaidyanathan, State Dy. Genl. Secretary, CITU.
 - ii) T.Kasinathan, President.
 - iii) G.Ramakrishnan, General Secretary.

0. PREAMBLE

0.1. Whereas the wage structure and other conditions of service including fringe benefits in respect of workmen employed by the Neyveli Lignite Corporation Limited, were governed by the Memorandum of Settlement dated 10-10-1983 and the settlement which was in operation for a period of 4 years and 8 months from 1-1-1982 had expired on 31-8-1986.

0.2. Whereas the Charter of Demands was submitted by the Trade Unions, Bipartite Negotiations were held on several days and an amicable settlement was arrived at between the parties on 17-10-1989 and subsequently in the course of conciliation proceedings the following settlement has been recorded.

TERMS OF SETTLEMENT

1. COVERAGE:

The agreement will cover categories of employees in the existing scales of pay applicable to non-executive posts as given in Annexure.

2. DURATION OF THE AGREEMENT:

The revised wage agreement will be effective from 1-9-1986 and will remain in force upto 31-12-1991. The issues where the specific date(s) has been mentioned hereunder will be effective from the dates indicated therein.

3. MINIMUM WAGE: (Basic Pay + D.A)

The minimum wage as on 1-9-1986 will be Rs. 1,186/- per month comprising basic pay of Rs. 1,086/- and fixed D.A of Rs.

100/- linked to ALL India Consumer Price Index No. 659 (1960-100 base).

4. INTERIM RELIEF:

Interim relief paid from 1-1-1986 to 31-8-1986 will not be recovered. The interim relief and the consequential payments thereon paid from 1-9-1986 will be adjusted against final payments due under this agreement.

5. WAGE STRUCTURE:

(a) The revised wage structure with effect from 1-9-1986 will be as in Annex.

(b) The revised annual increment rates in the new wage structure shall be ranging from Rs. 20/- to Rs. 90/-.

6. DEARNESS ALLOWANCE:

The fixed D.A. will be at the slab rates mentioned below:

Basic Pay Range	Amount		
	From 1-9-1986 to 31-12-87	From 1-1-88 to 30-4-89	From 1-5-89
Rs. 1086 - 1200	100	200	200
Rs. 1201 - 1300	120	220	220
Rs. 1301 - 1400	120	220	240
Rs. 1401 - 1525	120	220	260
Rs. 1526 - 1597	180	280	280
Rs. 1598 - 1708	240	340	340
Rs. 1709 - 1819	360	460	460
Rs. 1820 & above	420	520	520

Wherever there is any change in the basic pay on account of drawal of increment/promotions, etc., and there is change from one pay range to the other, the fixed D.A. will also get increased with reference to the change in the basic pay range. In case of any reduction in the fixed D.A. as compared to the amount of interim relief plus Rs. 100/- the amount drawn earlier as Interim Relief plus Rs. 100/- will be protected.

7. VARIABLE DEARNESS ALLOWANCE:

There will be no variable Dearness Allowance as on 1-9-1986 for 659 points. For any increase/decrease over and above 659 points, adjustment of V.D.A. for the present will be at the rate of Rs. 1.65 per point with reference to the AICPI (1960 - 100). Adjustment will be from 1st March, 1st June, 1st September and 1st December based on the average increase/decrease during

the period of November to January, February to April, May to July and August to October, respectively. The rate of V.D.A. will be increased in line with the recommendations of the Tripartite D.A. Committee as accepted by the Government.

8. FIXATION OF PAY IN THE REVISED SALARY GRADES:

The fixation of pay in the revised salary grades shall be made notionally from 1-9-1986 in respect of the employees who were on the rolls of the Company as on 31-8-1986 as given below and the monetary benefit of such fixation will be given effect to from 1-1-1988.

(a) The fixed D.A. of Rs. 147/- plus VDA of Rs.348.35 as on 31-8-1986 for 659 points will be added to the basic pay as on 31-8-1986. The resultant amount will be the basic pay in the revised scale. If this amount does not coincide with the stage in the revised scale of pay, the pay shall be fixed at the next higher stage. If the resultant amount falls below the minimum of the revised scale, the pay shall be fixed at the minimum of the scale.

(b) The unions represented that there is a difference of Rs. 40.70 between the minimum wage in Neyveli Lignite Corporation and Bharat Heavy Electricals Limited. They wanted that this difference should be rectified by giving the benefit of Rs. 40.70 in the form of fixation benefit to all the employees in N.L.C. They also said that even though this difference existed for the last four years the benefit may be limited from date of signing the Memorandum of Understanding, viz. May 1989. It is agreed that the difference of Rs. 40.70 has already been made up either wholly or partly in the minimum basic pay of the revised scales as on 1-9-1986 at 659 AICPI. In respect of those who have not got the full benefit of Rs. 40.70, the difference between Rs. 40.70 and the benefit they have already got will be given as personal allowance. The formula to be adopted will be as follows:

Categories covered	Amount payable
i) Employees/workmen who were in service as on 31-8-86 and whose pay is fixed at the minimum of the revised scale of pay	Rs.40.70 minus the amount equal to the difference between the minimum pay in the revised scales and the total wage (pay + DA + VDA) as on 31-8-86 in the prerevised scale for 659 AICPI.
ii) For all others who were in service as on <u>31-8-86</u> and whose pay is fixed at the second and sub-	Rs. 40.70

sequent stages in the revised scales

This personal allowance will be allowed from 1-5-1989 and will not count for any other attendant benefits like P.F., Bonus Gratuity, etc.

(c) Anomaly, if any, arising out of the revision/fixation of pay, will be reviewed by a Committee.

(d) The normal date of annual increment shall not be affected by the pay fitment in the revised scale. Increment due to the employees on 1-9-1986 will be granted in the revised scale of pay after fitment in the revised scale of pay.

9. LUMPSUM PAYMENT:

For the period from 1-9-1986 to 31-12-1987, a one time lumpsum of Rs. 1,600/- at Rs. 100/- per month will be paid to employees in the regular salary grades who were on the rolls of the company on 31-8-1986 and continue to be in service on the date of signing the agreement. The employees who have retired, promoted to executive cadre scales or died during the period from 1-9-1986 to 31-12-1987 and also those who have joined the regular service of the company after 1-9-1986 will get this lumpsum payment on a pro-rata basis. The employees who are on leave without pay will not be entitled for the lumpsum payment for the period of such leave. This lumpsum payment will not count for any consequential payment/benefits.

10. HOUSE RENT ALLOWANCE:

From 1-9-1986 to 30-4-1989 House Rent Allowance payment shall be at the existing rate based on 1982 basic plus interim relief. From 1-5-1989 House Rent Allowance shall be based on the existing pay from 1-9-1986. There will be no change in the existing procedure and conditions governing the payment of House Rent Allowance.

11. HOUSE RENT RECOVERY:

The House Rent Recovery shall continue to be made at the existing rates and will be computed on the revised basic pay with effect from 1-5-1989. There will be no change in the existing procedure and conditions governing the House Rent Recovery.

12. CITY COMPENSATORY ALLOWANCE:

From 1-9-1986 to 30-4-1989 City compensatory Allowance payment shall be at the existing rate based on 1982 basic plus

interim relief. From 1-5-1989, the City Compensatory Allowance payment shall be made at the existing rates and will be computed on the revised basic pay as on 1-9-1986.

13. MINE/DEPTH ALLOWANCE:

The existing rates of Mine/Depth Allowance will be revised as follows with effect from 1-5-1989.

Present Rate	Revised Rate
Rs. 40/- p.m.	Rs. 70/- p.m.
Rs 50/- p.m.	Rs. 80/- p.m.
Rs 60/-p.m.	Rs. 90/- p.m.

Other conditions regarding the grant of this allowance shall remain unaltered.

14. HAZARD ALLOWANCE:

The existing rates of Hazard Allowance will be revised with effect from 1-5-1989 as indicated below:

Present Rate	Revised Rate
Rs. 10/- p.m.	Rs. 25/- p.m.
Rs. 20/- p.m.	Rs. 35/- p.m.
Rs. 30/- p.m.	Rs. 45/- p.m.

NOTE: There shall be no change in the procedure/areas followed in respect of payment of both allowances.

15. NIGHT SHIFT ALLOWANCE:

The night shift allowance will be increased from Re. 0.50 to Rs. 5/- per day with effect from 1-5-1989.

16. FESTIVAL ADVANCE:

The amount of festival advance will be raised from Rs. 600/- to Rs. 1,000/- in future subject to the existing conditions for the grant of advance and recovery. The festival advance will be extended to all covered employees.

17. Casual leave for workers will be increased to 10 days in a year.

18. PROVIDENT FUND:

It is agreed to increase the existing rate of contributions to Provident Fund from 8.33% to 10% as per the Government's approval with effect from 1-6-1989 the date notified by the Government.

19. GENERAL:

The existing basic pay limit prescribed for the following shall be correspondingly increased.

- i) House Rent Recovery at 7.5% or 10%
- ii) Diet charges and eligibility for special wards in the Hospital.
- iii) Sanction of conveyance advance.
- iv) Travelling allowance.
- v) Any other items where basic pay limits are prescribed.

Having regard to improvement in the scales of pay and other benefits and the additional financial commitments involved in the implementation of the settlement, the Unions agree to co-operate fully in achieving higher productivity in all the Units of the Corporation. The Management also agree to take suitable measures for improving productivity and efficiency.

In order to ensure continuous smooth working of the Corporation, the Management and the Unions agree that in no case they will resort to direct action, such as lockout, strike in any form, go slow and other such actions.

The Management and the Unions agree this settlement shall be in full and final settlement of all the issues raised by the Unions individually as well as jointly. The Unions also agree that they will not raise any more demands and also not reopen the matters covered under this Settlement during the period of its currency.

ANNEXURE

EXISTING SCALE		REVISED SCALE	
Rs.		Rs.	
I	550-11-715	(15)	1086-20-1386
II	580-12-700-13-830	(20)	1116-22-1292-23-1568 (20)
III	595-14-735-15-885	(20)	1131-24-1323-25-1623 (20)
IV	605-15-755-16-915	(20)	1141-26-1349-27-1673 (20)
V	615-16-775-17-945	(20)	1151-28-1375-29-1723 (20)
VI	635-17-805-21-1015	(20)	1171-30-1411-34-1819 (20)
VII	675-19-789-21-1083	(20)	1211-35-1491-37-1935 (20)
VIIA	675-19-865-21-1075-26-1283	(28)	1211-35-1491-37-1935 (20)
VIII	695-21-905-23-1135	(20)	1231-38-1535-40-2015 (20)
IX	715-22-935-30-1175	(18)	1251-42-1587-50-2087 (18)
X	810-30-1050-35-1330	(16)	1346-55-1676-60-2276 (16)
XI	810-30-1050-45-1410	(16)	1346-55-1676-70-2376 (16)
XII	895-45-1255-55-1530	(13)	1431-80-1911-90-2541 (13)

HINDUSTAN PHOTO FILMS

OOTACAMUND

MEMORANDUM OF UNDERSTANDING REACHED ON WAGE REVISION AND RELATED ISSUES BETWEEN THE MANAGEMENT AND ALL THE UNIONS OF H.P.F. AT THE MEETING HELD ON 4 AUGUST 1989

The last wage Agreement which was effective from 1 Jan 83 expired on 31 Dec 86. The Management and the Unions, after protracted negotiations on the demands submitted by the Unions, agreed to sign the Memorandum of Understanding on Wage Revision and other issues on the following terms and conditions:

TERMS OF AGREEMENT

1. COVERAGE

The Agreement will cover all categories workmen who were on the rolls of the Company as on 31 Dec 86 and also continue to be on the rolls of the Company as on the date of signing of the Settlement and also those workmen who join later.

However, all the benefits arising out of this Settlement will be extended to those who have retired/voluntarily retired and deceased during the above period.

2. DURATION OF AGREEMENT

The revised wage agreed to herein will be effective from 1 Jan 87 and will remain in force upto 31 Dec 91. The issue where the specific date(s) has/have been mentioned hereunder will be effective from the date(s) indicated therein. However, the actual implementation in respect of all the terms and conditions of the Agreement will be effective from 1 Jan 89.

3. WAGE STRUCTURE AND MINIMUM WAGES

The wage Structure effective from 1 Jan 87 will consist of basic pay, Fixed Dearness Allowance and Variable Dearness Allowance. The minimum wage as on 1 Jan 87 will be Rs. 1210/- which includes the Basic pay of Rs. 1110/- & Fixed Dearness Allowance of Rs. 100/-. The Variable Dearness Allowance at the AICPI 672 points will be nil.

4. REVISED PAY SCALES

The existing pay scales for workmen are revised as under

with effect from 1 Jan 1987.

PRE-REVISED

- (a) Rs. 500-10-700
- (b) Rs. 560-15-860
- (c) Rs. 635-20-1035
- (d) Rs. 695-25-1195
- (e) Rs. 755-30-1265

REVISED

- Rs. 1110-20-1250-25-1575
- Rs. 1185-35-1465-40-1945
- Rs. 1275-45-1635-50-2235
- Rs. 1350-55-1790-60-2510
- Rs. 1425-65-1945-70-2785

5. RATE OF INCREMENT

The revised annual increment rates in the new wage structure shall range from Rs. 20/- to Rs. 70/-.

6. SERVICE RECOGNITION

The parties agree that the Management shall sanction two increments to such of those employees at the time of their completing 20 years of continuous loyal service in the Company in the time scale in which the workmen are presently placed.

These two increments shall be taken into account for the purpose of calculation of Bonus, Gratuity and Provident Fund but shall not count for calculation of any other allowances relating to basic pay like CCA, HCA, HRA, Winter Allowance etc. and fixed D.A. or for the purpose of pay fixation at the time of revision of pay scales or promotion to the next higher grade.

The Management agrees that in the event of revision of scales of pay/promotion, the corresponding rate of increment in the new scale/promoted scale shall be paid from the date of revision/promotion.

7. DEARNESS ALLOWANCE

Dearness Allowance will consist of two elements, viz. Fixed Dearness Allowance and Variable Dearness Allowance with effect from 1 Jan 87.

7.1 FIXED DEARNESS ALLOWANCE

Fixed Dearness Allowance from 1 Jan 89 will be Rs. 100/- at the minimum on slab basis, i.e. the existing rate of Interim Relief has been converted as Fixed Dearness Allowance plus Rs. 100/- as minimum guaranteed benefit.

On the above basis of calculation, the FDA against basic pay slabs are as follows:

	From	From
	1.1.87	1.1.89
Upto Rs. 1310	Rs. 100	Rs. 200
Rs. 1311 to 1610	Rs. 120	Rs. 220
Rs. 1611 to 1710	Rs. 180	Rs. 280
Rs. 1711 to 1810	Rs. 240	Rs. 340
Rs. 1811 to 1910	Rs. 360	Rs. 460
Rs. 1911 to 3000	Rs. 420	Rs. 520

Normal earnings of eligible increments including fixation on promotion will entitle the employee for corresponding F.D.A. slab.

For purpose of determination of appropriate stage in the F.D.A. slab, the Management agrees to also take into account two increments already granted for those employees who have completed 20 years of service in the Company as on 4 Aug. 1989 in the pre-revised scale of pay along with the revised basic pay.

However, employees who would be drawing these increments on or after 5 Aug. 1989 will not be eligible for this benefit.

7.2 VARIABLE DEARNESS ALLOWANCE

Beyond the AICPI of 672 points the Variable Dearness Allowance as on 1 Jan 88 will be Rs. 128.70 at 750 points. As on 1 Jan 1989, the Variable Dearness Allowance is Rs. 242.55 at 819 points.

The Variable Dearness Allowance shall be subject to revision every quarter according to the rise or fall in the All India Consumer Price Index (1960 = 100) at the rate of Rs. 1.65 per each point of rise or fall in the average quarterly index.

The quarterly revision in the Variable Dearness Allowance will be done as follows:

Date of effect	Average of Quarter
1st April	December of the previous year, January and February of the same year.
1st July	March, April and May of the same year.
1st October	June, July and August of the same year.
1st January	September, October and November of the previous year.

7.3 Rate of Variable Dearness Allowance will be increased in line with the recommendation of the Tripartite Committee on D.A. for Public Sector Employees as accepted by the Government. Till then, the existing practice of adjusting V.D.A. at Rs. 1.65 per point of AICPI (1960 = 100) will continue.

8. INTERIM RELIEF

The Interim Relief paid from 1 January 1986 to 31-12-86 will not be recovered.

9. FIXATION OF PAY

The fixation of basic pay of workmen who have been covered by this Settlement will be fixed notionally in the corresponding revised scales of pay as on 1 Jan 87, as follows and the monetary benefits of such fixation will be given effect to from 1 Jan 1988.

An amount between the difference in the minimum of the pre-revised scale and the minimum of the proposed revised scale shall be added to the basic pay of the Employees as on 31 Dec 1986. The resultant amount shall be the basic pay in the revised scale as on 1 Jan 1987 and shall be fixed in the revised grade at the appropriate stage. If it does not coincide with the stage in the revised grade, the pay will be fixed at the next higher stage.

Anomalies if any arising out of the fixation in the revised grades will be mutually discussed for an amicable settlement.

10. PAYMENT OF ARREARS

A lumpsum payment of Rs. 1200/- at the rate of Rs. 100/-p.m. will be paid for the period from 1 Jan 1987 to 31 Dec 1987. For the period from 1 Jan 88 to 31 Dec 88, the difference of the minimum of the pre-revised scale plus the D.A. of Rs. 496/- as on 1 Jan 87 and the minimum of the revised scale plus the difference in the incremental rates plus V.D.A. difference of Rs. 244.50 for the period 1 Jan 88 to 31 Dec 88 and the fixation benefit, if any, will be paid, after due adjustments of the outstanding already paid on this account.

11. ALLOWANCES

(a) HRA

HRA for the period from 1 Jan 87 to 31 Dec 88 will be as applicable in December 86. From 1 Jan 89 onwards payment will be made under the existing procedure and rates, and will be computed on the revised basic pay, subject to a maximum of Rs. 1000/- in A, B1 and B2 cities and Rs. 500/- and Rs. 300/- in 'C' Class and Unclassified Cities respectively. The classification of cities will be as per the Government of India Rules. Rent for the Company's quarters occupied by the Employees will be recovered at the rate of 10 % of the revised basic pay or the standard rent, whichever is less.

(b) HCA/CCA

HCA/CCA for the period from 1 Jan 87 to 31 Dec 88 will be as applicable in December 86. From 1 Jan 89 onwards payments will be made as per the existing procedure and rates and will be computed on the revised basic pay in the revised pay scale, subject to a maximum of Rs. 100/-.

(c) Winter Allowance

Winter Allowance of Rs. 40/- per month shall be payable to all the Employees at Ootacamund for the months November to February upto the revised basic pay of Rs. 1920/-.

(d) Transport Subsidy

Rs. 40/- per month to those who possess any type of powered vehicles (other than bicycles) and Rs. 20/- for all others.

(e) Night Shift Allowance

Night Shift Allowance will be enhanced from Rs. 2.50 to Rs. 5.00 per night shift.

(f) Washing Allowance

Washing Allowance will be raised from Rs. 15/- to Rs. 20/-.

12. TRANSPORT

The Parties agreed to revise the existing rate varying from Rs. 3.50 to Rs. 8.50 to Rs.10.00 per month to all the regular Employees of the Company. However, in the case of Trainees /Apprentices, etc. the transport charges will be Rs. 5.00 p.m.

13. AMENITY TRIPS

The cost of one book consisting 10 passes for amenity trips will be enhanced from Rs. 1.90 to Rs. 3.00 per book.

14. CANTEEN

The existing rates will be revised as follows:

Items	Pre-revised rate	Proposed revised rate
Meals	Rs. 0.55	Rs. 1.00
Tea	Rs. 0.10	Rs. 0.25
Coffee	Rs. 0.15	Rs. 0.35
Tiffin	Rs. 0.25	Rs. 0.50

15. GENERAL

The proposal for a Pension Scheme would be mutually discussed and a Scheme would be formulated. Implementation of the Pension Scheme will be subject to Government approval.

Government of India's rules in regard to the PF contribution will be applicable to the Employees of HPF.

The parties agree to discuss and settle the following subjects to arrive at 12(3) Settlement:

1. Comprehensive Promotion Policy
2. Welfare Amenities including Ambattur and Branches.
3. Consolidated Salaried Employees
4. Holiday Home
5. Attendance Bonus
6. Rest Room at Ooty and Ambattur
7. School Facilities
8. Co-operative Stores at Ooty Town
9. Bus Shelter in front of Main Gate
10. Trade Union Rights.

This Agreement is subject to the approval of the Government of India and any payments due under this Memorandum of Understanding will be payable after the signing of the Settlement under Sec 12(3) of the Industrial Disputes Act, 1947.

For Management

General Manager (prodn. & Engg)

Chief Production Manager

Sr. Personnel Manager

For Unions

HPF WORKERS

WELFARE CENTRE
(CITU)-Regn. No. 31/
NLG

INDU EMPLOYEES
PROGRESSIVE UNION
(LPF-DMK)- Regn No.
36/NLG

ANNA INDU EMPLOYEES UNION
ATP-AIDMK- Regn. No. 99/NLG

INDU WORKERS' SOCIALIST CENTRE
AITUC-Regn. No.112/NLG



INDIAN OIL CORPORATION

Marketing Division.

MEMORANDUM OF SETTLEMENT

(Under Section 18(1) and 2(p) of the Industrial
Disputes act 1947)

Representing the Parties:

	Employer
Indian Oil Corporation Ltd. (Marketing Division) G-9, Ali Yavar Jung Marg Bandra (East) Bombay-400051	1. Sh. B.V.V.Rao General Manager (Finance)
	2. Sh. G.G.Padalkar General Manager (Personnel)
	3. Sh. A.M.Desai Chief Industrial Relation Manager
	Workmen
1. Petroleum Workers' Union 4/7, Asaf Ali Road, New Delhi-110002	i) Sh. Y.D.Sharma General Secretary
	ii) Sh. B.N.Kumar Joint Secretary
	iii) Sh. Ram Lal Local Secretary
2. National Association of Indian Oil Employees, Tel Rassayan Bhavan Tilak Road, Dadar, Bombay-400014	i) Sh. Raja Kulkarni President
	ii) Sh. S.N.Surve General Secretary
	iii) Sh. P.M. Dalvi Vice-President
3. Indian Oil Employees Union (Southern Branch) No. 6, Kaatachalesware Agraharam, Madras-600001	i) Sh. R.M.Sundaram President
	ii) Sh. T.S.Rengarajan General Secretary
	iii) Sh.R.Rajagopalan Joint Secretary
4. Indian Oil Employees' Union (Eastern Branch) 1, Shakespeare Sarani Calcutta-700071	i) Sh. M.K.Roychowdhuri General Secretary
	ii) Sh. B.Bhattacharjee Asstt. Secretary
	iii) Sh. J.Mukherjee Executive Committee Member

Assisted by

Employer

1. Shri. M.K. Ghosh
Dy. General Manager (p)
Eastern Region, Calcutta.
2. Shri. M.A. Pathan
Dy. General Manager (p)
Western Region, Bombay.
3. Shri. K.S.Nair
Dy. General Manager (P)
Northern Region, New Delhi.
4. Shri. M.V.Kittur,
Dy. General Manager (P),
Southern Region, Madras.

Workmen

1. Shri. V.N.Sharma
Member, Central Working
Committee
P.W.U. New Delhi
2. Shri. Lalit Kumar
UP Provincial President
P.W.U. New Delhi.
3. Shri. R.R.Kulkarni
Jt. Secretary
NAIOE, Bombay.
4. Shri. A.L.Moro
Jt. Secretary
NAIOE, Bombay
5. Shri. A.N.Nandakumar
Regional Secretary
IOEU, Cochin
6. Shri. Tapan Kumar Ghosh
Executive Committee Member
IOEU, Calcutta
7. Shri. D.K.Pal
Asst. Treasurer
IOEU, Calcutta

SHORT RECITAL OF THE CASE

All the recognised Unions mentioned above (hereinafter called "Unions") had submitted their Joint Charter of Demands to the Indian Oil Corporation Ltd. (Marketing Division), (referred to hereinafter as "Corporation") in January 1986. Several Joint

Conferences were held thereafter on a bipartite basis in order to achieve amicable settlement between the parties mentioned above and the following settlement was reached. Unions have accepted the terms of this Settlement in full and final settlement of all demands contained in their Charter of Demands, as well as that are now under reference to the Corporation.

TERMS OF SETTLEMENT

1. Applicability

1.1 This settlement shall apply to all categories of "workmen" as defined in the Industrial Disputes Act, 1947 employed in any of the scales of pay mentioned in Annexure 'A' on the date of signing of this Settlement.

1.2 Those of the workmen who ceased to be in service during the period from 1.5.1986 to the date preceding the date of this Settlement will be paid amounts that would have been due to them up to the date of separation from service.

1.3 Workmen appointed after the date of signing of this Settlement will also be covered by the provisions of this Settlement, but the Fitment Tables in Annexure 'B' will not apply to them.

2. Period of Settlement

2.1 This Settlement will be in force from 1.5.86 to 30.6.1990.

2.2 This Settlement shall be effective from 1.5.1986 so far as the revision of Pay Scales, Dearness Allowance, City Compensatory Allowance, House Rent Allowance, Overtime, House Rent Subsidy, Special Allowance/Duty allowance and leave encashment are concerned. Provisions regarding other allowances will be effective from the dates as mentioned under the respective headings:

2.3 The amount of interim Relief and HRA & CCA thereon paid w.e.f 1.5.1986 shall be adjusted against the arrears payable as a result of this Settlement. However, the amount of Interim Relief and HRA & CCA paid thereon for the period from 1.1.1986 to 30.4.1986 will be condoned.

2.4 It will be open to the Unions to submit fresh Charter of Demands, if any, but not earlier than 6 months before the expiry of this settlement.

2.5 The Corporation agrees to consider and start negotiations on the demands which may be received from the Unions, if received within the time stipulated in Clause 2.4 However no demand which relates to the period covered by this Settlement shall be entertained.

3. Scales of Pay

3.1 The revised scales of pay as per Annexure 'A' are in replacement of the existing ones.

3.2 The fitment of pay of existing workmen in the revised scales of pay shall be done as under.

His/Her existing Basic Pay Plus His/her existing FDA Plus Rs 425/- merger from VDA Plus Rs. 60/- fitment benefit. If this falls in between the stages of increment, to be fitted at the next higher stage. Thereafter, pay will be fixed after giving one increment in the revised pay scale. The fitment tables are given in Annexure 'B'.

3.3 The normal date of annual increment of workmen shall not be affected by pay fitment in the revised pay scales except as provided for below:

As per the fitment tables given in Annexure 'B' certain workmen in drawing pay at two different stages in the existing pay scales are fixed at the same stage in the corresponding revised scales. If in such cases, the normal date of annual increment of a workman employed at the same Region at the lower of the two stages, falls earlier, the date of increment of the workman, if any, at the higher stage will be advanced so that he does not draw less basic pay in the revised scale than the workman at the lower stage in the existing pay scales. The date of annual increment so advanced shall thereafter be the normal date of annual increment.

3.4 Pay of the workmen who were promoted between the date of the expiry of the last Settlement and signing of this Settlement would be fitted with reference to the pay drawn by them on the date this Settlement comes into effect. Their pay on promotion in the corresponding higher scale of pay will be fixed as per normal rules. In case they happen to draw less basic pay in the higher revised pay scale than their directly recruited junior colleague(s) in the same pay scale and in the same Region, they will be allowed to exercise an option to have their pay fitted as per relevant fitment table with effect from the date of promotion or the date from which this Settlement takes effect in respect of pay scales.

3.5 The revised scales of pay shall be read in lieu of the corresponding existing scales of pay in the matter of regulating the recovery of charges, if any, made according to the scales of pay. Further, they shall replace the corresponding existing scales of pay for entitlement of house owned by the corporation.

3.6 Any anomalies arising out of the wage structure under this Settlement, if any, will be discussed and settled in an All India Meeting, which would be convened after six months from the date of signing of this Settlement.

4. Dearness Allowance

4.1 Rates of Fixed Dearness Allowance shall be as in Annexure 'A'.

4.2 In addition to Fixed Dearness Allowance mentioned in Clause 4.1 above, there shall be Variable Dearness Allowance linked with AICPI 607 (Shimla Series 1960=100).

4.3 The payment of Variable Dearness Allowance will continue to be regulated as per existing practice.

4.4 In case Government orders revision of Variable Dearness Allowance formula for workers of Public Sector Undertaking on Industrial Dearness Allowance, the same formula will be made applicable to the workmen effective from such date as decided by the Government.

5. Other Allowances

5.1 House Rent Allowance

a) From 1.5.1986 to 31.3.1987:

- HRA on production of rent receipt will be paid at the existing rates on revised Basic Pay minus Rs. 100/-

-HRA without production of rent receipt will be paid at the following rates:

Class of City	Monthly Ceiling (Subject to existing % age of revised Basic Pay minus Rs.100)
Merto & 'A'	
Class Cities :	Rs. 350/-
'B1' Class :	Rs. 300/-
'B2' & 'C' Class :	Rs. 230/-
Unclassified :	Rs. 160/-

b) From 1.4.1987 onwards:

-HRA will be paid at the following rates

Class of Cities	Monthly Ceiling
Metropolitan cities (Delhi, Bombay, Calcutta & Madras)	30% of revised Basic Pay minus Rs. 100/- subject to a maximum of Rs 1000/-)
'A' Class Cities	25% of the revised Basic Pay minus Rs 100/- subject to a maximum of Rs1000/-

'B-1' Class Cities	221/2% of the revised Basic Pay minus Rs. 100/- subject to a maximum of Rs 1000/-
'B-2' Class Cities	171/2% of the revised Basic Pay minus Rs. 100/- subject to a maximum of Rs. 1000/-
'C' Class Cities	15% of the revised Basic Pay minus Rs. 100/- subject to a maximum of Rs. 500/-
Unclassified Cities	15% of the revised Basic Pay minus Rs. 100/- subject to a maximum of Rs. 500/-

Note: House Rent Allowance with effect from 1.4.87 will be paid without reference to rent receipt or assessment.

5.2 House Rent Recovery

For those workmen who have been provided with accommodation by the corporation, House Rent Recovery will be effected at the current rates on the revised Basic Pay minus Rs. 500/- with effect from 1.5.1986.

5.3 City Compensatory Allowance/Duty Allowance/Special Allowance

City Compensatory Allowance, Duty Allowance and Special Allowance will be paid at the current rates subject to the existing ceilings wherever applicable, on the revised basic pay minus Rs. 100/-

Except to the extent modified by Clauses 5.1 to 5.3 the existing rates and other rules and practices relating to payment thereto remain unchanged.

5.4 Shift Allowance

The rate of Shift Allowance will be increased from Rs. 2.50 to Rs. 5/- per shift. The Shift Allowance is not applicable to general shift of the establishment as notified. However, revised rate of shift allowance will be paid with effect from 1.1.1989.

5.5 Washing Allowance:

Workmen who have been provided with Uniforms shall be paid Washing Allowance at the rate of Rs. 25/- per month instead of Rs. 14/- per month. However, revised rate of Washing Allowance will be paid with effect from 1.1.1989.

5.6 Reimbursement towards Transport Expenses:

Where Corporation transport is not being provide/availed either partly or fully for attending the place of duty or reimbursement of running & maintenance expenses for Scooter/Motor Cycle/Moped is not availed, workmen shall be reimbursed

expenses towards transport at the rate of Rs. 50/- per month with effect from 1.1.1989.

5.7 Running & Maintenance Expenses for Scooter/Motor Cycle/Moped

Workmen owning Scooter/Motor Cycle/Moped will be reimbursed running & maintenance expenses incurred in connection with official duties as under:

	For Gr.I to V	For Gr. VI
Scooter/Motor Cycle	Rs. 160/-	Rs. 180/-
Moped	Rs. 100/-	Rs. 110/-

These expenses will be payable subject to fulfilling other requirements under the Rules. The revised rate and/or allowance, as introduced, will be effective from 1.1.1989.

5.8 Payment on Tour

5.8.1 Daily Allowance

The rates of Daily Allowance payable to workmen on official tour shall be revised as under:

BP RANGE	Rates of Daily Allowance	
	'A' Class Cities (Rs.)	Others (Rs.)
-Rs.1368/- & above	75/-	65/-
-Below Rs. 1368	60/-	55/-

5.8.2 Local Conveyance

The local Conveyance charges on tour shall be revised as follows:

BP Range	Rates of Conveyance Charges	
	'A' Class Cities (Rs.)	Others (Rs.)
-Rs. 1368/- & above	20/-	18/-
-Below Rs. 1368/-	18/-	16/-

5.8.3 Travelling Allowance

Consequent upon the revision of the pay Structure, revised basic pay limit for the purpose of entitlement of travel by Rail and the grading of workmen for the purpose of transportation of personal effects on transfer etc. will be as under:

Travel by rail

Basic Pay Range	Entitlement for travel by rail
Rs. 1368/- and above	First Class/2nd AC
Below Rs. 1368/-	Second Class

Grading of workmen (for transportation of personal effects on transfer)

Workmen drawing basic pay of Rs. 1531/- & above	Gr.II
---	-------

Those drawing basic pay of Rs. 1153/- & above but less than Rs. 1532/- Gr.III
 Those drawing basic pay below Rs. 1153/- Gr.IV
 The above will be with effect from 1.1.1989.

5.9 Transfer Benefits

5.9.1 Transfer Settling Allowance

In case of transfer from one station to another, workmen will be entitled to transfer settling allowance at the rate of one month's basic pay + DA subject to a maximum of Rs. 2000/-

5.9.2 Carriage of Household effects

This existing limit for transportation of Household Effects by Rail will be revised as follows:

BP Range	Weight (in Kgs.)
Rs. 1458/- & above	2500
Rs. 1213/- to Rs. 1457/-	2000
Less than Rs. 1213/-	1500

5.9.3 Loading & unloading Charges

These will be @ Rs. 100/- at each end instead of Rs. 50/- at each end.

5.9.4 Insurance Charges for Household Effects

The ceiling on the Insurance Premium payable has been revised to Rs. 400/- as against the existing limit of Rs. 150/-. This, however, will be reimbursed on production of vouchers.

5.9.5 Local Transfer Benefits

In respect of local transfer involving change in residence, the existing amount of transportation expenses will be revised as follows:

BP Range	Amount (Rs.)
Rs. 1552/- & above	250/-
Below Rs. 1552/-	225/-

The above revisions will be effective from the date of signing of this Settlement. The other rules and practices pertaining to the Transfer Benefits remain unchanged.

5.10 Leave Travel Concession

In lieu of the existing facility of LTC, a lumpsum amount at the following rates will be allowed once in a block of two years:

Length of Service	Amount (Rs.)
(As on commencement of LTC Block)	
-Upto 3 years' service	1,800/-
-Service above 3 years & upto 7 years	2,000/-
-Service above 7 years & upto 11 years	2,300/-
-Service above 11 years & upto 19 years	2,600/-
-Service above 19 years	2,800/-

Each workman will give an irrevocable option stating whether he/she wants to avail of this amount or actually perform journey and claim reimbursement as per existing rules. All other rules will remain unchanged.

5.11 Tea/Coffee Allowance

Tea/Coffee Allowance will be increased from Rs. 30/- to Rs.35/-per month. However, the revised rate will be effective from 1.1.1989.

5.12 Night Halt Allowance:

Eligible workmen will be paid Night Halt Allowance @Rs. 30/- in place of Rs. 15/- with effect from 1.1.1989.

6. Working Hours, Health & safety

As a measure of productivity, efficiency and health, Management has agreed to reduce/rationalise working hours. This is to be done within the following parameters:

- i) Production should remain the same as at present;
- ii) There will not be any increase/decrease in the total manpower.

For this purpose, a Joint Committee consisting of equal representative from Management and Unions will be constituted. The committee will study in depth the modalities including the manning pattern, with a view to implement the above and submit its report within three months from this date.

This committee will also study the Rights & Responsibilities of both the parties in respect of Health & safety measure for workers and submit a separate report.

7. Provident Fund

The rate will be increased to 10% subject to Govt's approval.

8. Ex-gratia payment

Ex-gratia payment already made to workmen till this date will not be re-opened either for the purpose of paying arrears or making recovery.

9. LPG Security Deposit

Workmen will be provided with a second cylinder without any security deposit.

10. Pension

In future, if and when the Government of India introduces a Pension Scheme for employees in Public Sector, the same will be implemented in the corporation.

11. Uniforms

This issue will be discussed with the Unions and settled accordingly.

12. Advances

12.1 Festival Advance

The amount of Festival Advance shall be increased from Rs.250/- to Rs. 500/- recoverable in ten equal monthly instalments. This will apply to advances sanctioned after the date of signing of this Settlement.

12.2 Conveyance Advance

Conveyance Advance to eligible workmen will be limited to value of the vehicle subject to maximum advances of Rs.20,000/-.

The priorities in granting the Conveyance Advance will be decided by the Regional Bipartite Committee.

13. Leave

There will be no ceiling on accumulation of sick leave. Workmen will continue to earn sick leave even after completion of 24 years of service which also includes past service.

14. Arrears

14.1 The arrears due to workmen in terms of revised Pay, Dearness Allowance, City Compensatory Allowance, House Rent Allowance/House Rent Subsidy, Special/Duty Allowance and Overtime Allowance will be paid to them within a period of three months from the date of signing of this settlement.

14.2 Increase in Pay & Dearness Allowance shall be reckoned for arrears of Provident Fund, Overtime, Special Allowance, Duty Allowance, HRA, CCA, Leave Encashment, LTC Encashment, difference and recovery of House Rent.

14.3 In respect of workmen who are in service on 30.4.1986, arrears will be computed from 1.5.1986. In respect of those workmen who joined service after 30.4.1986, arrears will be computed from the date of their joining.

15. General

15.1 The Corporation agrees that the terms and conditions of service as well as amenities and allowances not changed in this Settlement shall remain unchanged and operative during the period of this Settlement.

15.2 The Unions agree during the period of operation of this

Settlement, they shall not raise any demand having financial burden on the Corporation other than Ex-gratia/Bonus. This clause, however, shall not affect the rights and obligations of the parties in regard to the matter covered under Section 9(A) of the Industrial Disputes Act, 1947.

15.3 The Corporation and Unions agree to cooperate in creating healthy climate of Industrial Relations and in promoting efficiency and productivity.

15.4 The Unions and the Corporation agree to cooperate in minimising overtime to the extent possible.

16. Implementation/Interpretation of Settlement

The parties shall abide by the Settlement in true spirit. In case there is any dispute regarding implementation of this Settlement or interpretation of any of its provisions, the parties will try to compose their differences through mutual discussions failing which they will resort to the machinery prescribed under the Industrial Disputes Act, 1947.

17. The Corporation stated that it would obtain Government of India's approval to this Settlement.

ANNEXURE A

SCALES OF PAY

EXISTING	REVISED
1. Rs.421-11-509-12-593-13-710	Rs. 1040-20-1200-25-1375-30-1675
2. Rs 485-12-545-13-649- 15-754-18-826	Rs. 1110-25-1235-30-1475- 35-1720-40-1920
3. Rs.520-13--572-15-692- 18-836-23-928	Rs. 1185-30-1305-35-1585-40-1905- 45-2130
4. Rs.564-18-636-23-820-29-1081	Rs. 1270-35-1410-45-1770-50-2220- 60-2460
5. Rs. 580-18-634-23-818-29-1050 35-1225	Rs. 1300-35-1405-45-1765-50-2165 60-2525
6. Rs. 710-30-830-37-904-41-1027-45 1432-50-1632	Rs. 1470-55-1690-65-1820-75-2045- 80-2765-85-3360

FIXED DA

PAY RANGE (Rs)	AMOUNT (Rs)
Basic pay upto 1458	140
1459-1567	150
1568-1803	160
1804-1918	200
1919-2018	240

2019-2118	360
2119-2218	420
2219-2418	460
2419-2618	480
2619-2700	500
2701 and above	520

ANNEXURE -B (1)

FITMENT TABLE

GRADE-1

Existing Pay scale: Rs. 421-11-509-12-593-13-710

Revised Pay scale: Rs. 1040-20-1200-25-1375-30-1675

Basic Pay in Existing Pay scale	Stage for fitment in Revised Pay Scale
421	1080
432	1080
443	1100
454	1100
465	1120
476	1140
487	1140
498	1160
509	1200
521	1225
533	1250
545	1275
557	1300
569	1325
581	1325
593	1350
606	1375
619	1405
632	1435
645	1435
658	1465
671	1465
684	1465
697	1495
710	1525

ANNEXURE -B (2)

FITMENT TABLE

GRADE-II

Existing Pay Scale: Rs. 485-12-545-13-649-15-754-18-826
 Revised Pay Scale: Rs 1110-25-1235-30-1475-35-1720-40-1920

Basic Pay in Existing Pay Scale	Stage for fitment in Revised Pay scale
485	1135
497	1160
509	1210
521	1210
533	1235
545	1265
558	1295
571	1325
584	1355
597	1355
610	1385
623	1415
636	1415
649	1445
664	1445
679	1475
694	1510
709	1510
724	1545
739	1545
754	1580
772	1580
790	1615
808	1615
826	1650

ANNEXURE -B(3)
FITMENT TABLE
GRADE-III

Existing Pay scale: Rs.520-13-572-15-692-18-836-23-928
 Revised Pay Scale: Rs. 1185-30-1305-35-1585-40-1905-45-2130

Basic Pay in Existing Pay Scale	Stage for fitment in Revised Pay Scale
520	1215
533	1245
546	1275
559	1305
572	1340
587	1340

602	1375
617	1410
632	1445
647	1445
662	1445
677	1480
692	1515
710	1515
728	1550
746	1550
764	1585
782	1585
800	1625
818	1625
836	1665
859	1705
882	1705
905	1745
928	1785

ANNEXURE -B(4)

FITMENT TABLE

GRADE-IV

Existing Pay Scale: Rs. 564-18-636-23-820-29-1081

Revised Pay Scale: Rs. 1270-35-1410-45-1770-50-2220-60-2460

Basic Pay in Existing Pay Scale	Stage for fitment in Revised Pay Scale
564	1340
582	1340
600	1375
618	1410
636	1455
659	1455
682	1500
705	1545
728	1545
751	1590
774	1590
797	1635
820	1635
849	1680
878	1725
907	1770

936	1770
965	1820
994	1870
1023	1920
1052	1920
1081	1970

**ANNEXURE -B(5)
FITMENT TABLE
GRADE-V**

Existing Pay Scale: Rs. 580-18-634-23-818-29-1050-35-1225

Revised Pay Scale:Rs 1300-35-1405-45-1765-50-2165-60-2525

Basic Pay in Existing Pay scale	Stage for fitment in Revised Pay Scale
580	1335
598	1370
616	1405
634	1450
657	1450
680	1495
703	1540
726	1540
749	1585
772	1585
795	1630
818	1630
847	1675
876	1720
905	1765
934	1765
963	1815
992	1865
1021	1915
1050	1915
1085	1965
1120	2015
1155	2065
1190	2065
1225	2115

**ANNEXURE -B(6)
FITMENT TABLE
GRADE-VI**

Existing Pay Scale: Rs.710-30-830-37-904-41-1027-45-1432-50-1632

Revised Pay Scale:Rs. 1470-55-1690-65-1820-75-2045-80-2765-85-3360

Basic Pay in Existing Pay Scale	Stage for fitment in Revised Pay Scale
710	1525
740	1580
770	1635
800	1635
830	1690
867	1690
904	1755
945	1820
986	1895
1027	1970
1072	1970
1117	2045
1162	2125
1207	2125
1252	2205
1297	2205
1342	2285
1387	2285
1432	2365
1482	2445
1532	2445
1582	2525
1632	2605



ees) covering the period from 1.10.1984 to 30.9.1988 was signed on 19th October, 1985. Before the date of expiry of the period of this settlement, the Management requested the Recognised Trade Unions in the Company to submit their Charter of Demands by our letter No. HL/PL/PM/88/1093 dt. 2.9.1988 so that discussions on them could be commenced at an early date. Accordingly the following Trade Unions submitted their Charter of Demands on the dates noted against each.

Name of parties		Date
1. HL Workmen Congress	..	27.8.1988
2. HL Labour Union	..	17.8.1988
3. HL Democratic Employees Association	..	17.8.1988
4. HL Employees Front	..	12.8.1988
5. HL Sec. Staff Association	..	19.8.1988
6. HL Regd. Office Employees Union	..	30.8.1988
7. HL Staff Assciation	..	14.9.1988
8. HL Employees Union	..	16.9.1988
9. HL Workers Union	..	19.9.1988

Bilateral discussions in respect of various demands were initiated by the Management commencing from 16.12.1988. So far 20 meetings were held including 6 Nos. in the presence of the Managing Director and Presidents of the Unions.

After having Limited various demands through a series of bilateral meetings, to specific areas generally affecting all or majority of employees of the company at Trivandrum i.e. the Factory, Registered Office and Factory Office matter was taken up by the District Labour Officer (Conciliation Officer) and the following terms of settlement are arrived at in the conciliation conference held on 11.10.1989 in the presence of the District Labour Officer, Trivandrum.

TERMS OF SETTLEMENT

1. It is specifically understood that this settlement is by way of a package deal settling all the demands raised by the Unions through their charter of Demands and by way of discussions thereon.

2. It is agreed by and between the parties that the basic intent of this agreement is to ensure cordial employee-employer relationship/industrial relations with a view to achieve the targetted production and maximum productivity by reducing absenteeism, maintaining the highest quality standards of the

products and to prevent unhealthy trends like interruption, go-slow, strike, lockout, wasteful practices etc.

3. Pay Scales :

It is agreed that the Pay Scales as existed as on 30.9.1988 of all the permanent employees in the organisation (Trivendrum Factory, its Administrative Wing (and Registered office at Trivandrum) shall be revised as per the new pay Scales furnished in the Annexure-I attached hereto which shall form part of this settlement.

4. Structure of new Pay Scales : How arrived at :

The minimum of the existing (prerevised) Pay Scale + D.A. of Rs. 438/- at 630 point of AICPI (1960 series) plus Rs. 100/- out of the Interim Relief plus a common fitment benefit of Rs.50/- would constitute the minimum of the new pay scales effective from 1.10.1988.

5. Dearness Allowance (D.A.) :

(a) (i) The Dearness Allowance admissible per point at the rates existed as on 30.9.1988 above 630 points of AICPI (1960 series) shall continue as Variable Dearness Allowance for the revised Pay Scale, until otherwise decided.

(ii) In case the rates of D.A. per point of AICPI (1960 series) is revised by the Central Government for the purpose of payment of Variable D.A. to the Industrial Employees, the revised rate shall be made applicable to the employees of HLL also from the date ordered by the Central Government.

(b) (i) Taking consideration the balance of Interim Relief, If any, in the existing (pre-revised) wage structure, and with a view to ensure certain minimum monetary benefit to the employees, a Fixed D.A. system shall be allowed with effect from 1.10.1988 as per the rates given below:

New Basic Pay Range	F.D.A.
i) Upto pay Rs. 1157/-	.. Rs. 80/- P.M.
ii) Rs. 1158-Rs. 1288	.. Rs. 100/- "
iii) Rs. 1289 -Rs. 1388	.. Rs. 110/- "
iv) Rs. 1389 -Rs. 1488	.. Rs. 130/- "
v) Rs 1489 -Rs. 1537	.. Rs. 160/- "
vi) Rs. 1538 -Rs. 1588	.. Rs. 190/- "
vii) Rs. 1589 -Rs. 1688	.. Rs. 260/- "
viii) Rs. 1689 -Rs 1788	.. Rs. 340/- "
ix) Rs. 1789 -Rs. 1888	.. Rs. 460/- "

(ii) The F.D.A. rates mentioned above shall vary according to the change in the pay range, on account of increment or promotion and the F.D.A. corresponding to the pay range shall be payable to the employees.

6. Fitment :

(a) An extra Fitment Benefit at the rate of Rs. 4/- for each completed year of service in HLL as on 30.9.1988 shall be allowed to the employees for fitment in the new pay scale.

(b) The quantum comprising the present basic pay in the pre-revised Pay scales plus D.A. , Interim Relief and Fitment Benefit referred to in clause No 4 and the extra fitment benefit under clause No. 6(a) shall be the basic Pay in the revised Pay Scales. If the pay thus arrived at falls at a stage in revised Pay Scale, pay shall be fixed at the stage and if it falls in between two stages the pay shall be fixed at the next higher stage in the new Pay Scales as the case may be.

7. House Rent Allowance :

(i) For the calculation of revised House Rent Allowance the revised Basic Pay arrived at as per clause 6(b) above will be reduced by Rs. 100/- and 17.5% on the reduced Basic Pay would be the H.R.A. admissible from 1.10.1989.

(ii) The H.R.A. for the period from 1.10.1988 to 30.9.1989 would be at the pre-revised rate on the pre-revised pay scale. In other words the system as existed prior to 30.9.1988 shall continue upto 30.9.1989 without any change.

8. Leave :

(a) Earned Leave (Annual Leave with wages)

For those of the permanent Factory employees who have worked for 240 days or more in the previous calendar year, the annual leave with wages shall be calculated at the rate of one day for every 13 days of work instead of one day for every 15 days of work as existed prior to 1.10.1988. In respect of those permanent Factory employees whose attendance is less than 240 days in the previous calendar year the provisions of leave rules as per Factories Act 1948 shall continue to be applicable.

(b) For other types of leave the present position shall continue.

9. Fringe Benefits :

The extra benefits under (a) & (b) of this clause shall accrue only from 1.10.1989.

(a) Canteen Subsidy

It is agreed that the Canteen Subsidy to the employees shall be enhanced to Rs. 90/- per employee per month provided the employees securing a minimum attendance of 21 working days or more in a month. Declared Public Holidays in a month shall however be counted for the computation of the 21 days for this purpose.

Those employees who secure attendance of less than 21 working days in a month shall only be eligible for proportionate canteen subsidy (by dividing Rs. 90/- by the number of working days in the particular month).

(b) Conveyance Allowance :

The quantum of conveyance Allowance shall be increased to Rs. 50/- P.M. per employee to all those who secure a minimum attendance/actual working of 15 days or more in a month.

(c) Leave accumulation :

Employees whose leave is covered by the Factories Act shall be permitted to accumulate Annual Leave With Wages at their credit, to the maximum of 120 days.

10. House Building Advance :

(i) (a) It is agreed that hereafter the Company shall permit the eligible employees to avail of House Building Advance from outside Financial Agencies like L.I.C., H.D.F.C., Canara Bank etc. and that, on introduction of the new HBA Scheme the existing HBA Scheme of the Company shall be discontinued.

(b) It is further agreed that the Company shall subsidise the difference in rates of interest between the one payable as per the existing scheme as amended by the Govt. from time to time and that charged by the Financial Agencies from whom the loan is availed of, for a maximum number of 50 loans per annum, of a maximum of Rs. 75,000/- each. The loan amount in excess of Rs. 75,000/- if guaranteed by the agencies shall not bear any interest subsidy from the company and shall be settled by the borrower with the agencies on the terms and conditions mutually agreed to by them.

(c) The applications for the new HBA Scheme shall be routed through the company and the company shall in turn scrutinise the applications and forward those which conform to the conditions governing such advance, to the agencies giving due considerations for seniority etc.

(ii) It is agreed that the liberalised HBA Scheme shall be made applicable to those employees who have availed of the Com-

pany's HBA scheme from 1.10.1988 after due adjustment of the amount.

(iii) It is agreed that the period of repayment of the principal HBA loan and the interest thereon shall be fifteen years instead of the existing ten years or retirement age whichever is earlier.

11. Vehicle Advance :

(a) Cycle :

The quantum of Cycle Advance shall be raised from Rr.500/- to Rs. 750/- per eligible employee. The number shall be 100 per year in the Trivandrum Factory.

(b) Motor Cycle:

The quantum of Motor Cycle/Scooter loan shall be increased from Rs. 5000/- to Rs. 7500/- per eligible applicant. The number of Motor cycle/scooter loan per annum shall be 15 in the Trivandrum Factory.

12. Uniform :

The system of issue of uniform shall be revised as follows :

One set of Uniform every year in a block of 4 years

INSTEAD OF

The present system of 2 pairs in first year

1 pair in 3rd year and

1 pair in 4th year

An additional pair of uniform once in two years shall be issued to the employees working in maintenance, Compounding and Headload Sections.

13. Time Bound Promotions :

It is agreed that those of the employees who have continued in a grade continuously for a period of 10 years without promotion, shall be given the next higher grade as an incentive, upto and including the level of Supervisor/Assistant on specific condition that the Management shall have the sole right to engage such employees on works in the previous (lower) grade or higher grade to which they are upgraded as the case may be until their upgradation in the higher grade is regularised against regular vacancies or otherwise ordered.

14. Pension Scheme :

It is agreed that the company shall formulate a Pension Scheme on the lines of similar Schemes in other Public Sector Industrial Undertakings and implemented after approval by the Central Govt.

15. All other terms and conditions other than those expressly provided hereunder or altered or amended in this settlement shall continue as per the relevant settlements or rules until they are altered or changed.

16. It is clearly understood that during the pendency of this settlement the Trade Unions/employees covered by this settlement shall not raise any issue involving financial commitment on the part of the Management and that the Management shall not be bound to act on any such demand if raised.

17. The period of this settlement, is provisionally fixed for four years from 1-10-1988 subject to the approval of the same by the government of India (BPE)

18. It is agreed that this settlement, in toto or with amendments if any suggested by the Govt. shall be implemented on approval by the Govt. of India. But if any workman wants to forfeit the benefits as per this settlement, he may give his option to the Management within fifteen days from today 11th October, 1989.

19. The parties agree to the above terms Dated this 11th day October, 1989.

Since this settlement has been signed by the Unions representing the majority of the workmen, I conclude this as a conciliation settlement binding on all the workmen in this establishment :

sd/-
District Labour Officer
Trivandrum
(Concialiation Officer)



ANNEXURE-I
SCALE OF PAY

CR/CATEGORY		OLD PAYS SCALE	REVISED PAYS SCALE
a)Gr. I Worker	Sweeper/cleaner Headload workers etc.	Rs. 412-10-452-12-620	Rs.1000-20-1160-25-1410
b)Gr.II "	Sec Guard/Gardener /First Aider etc.	Rs. 457-12-505-14-701	Rs.1045-25-1245-30-1545
c)Gr.III "	Jr.Clerk/Daftry cum Attender/ Gestetner Operator/ Photo Copier etc.	Rs. 552-17-620-19-905	Rs.1140-30-1380-35-1730
d)Gr.IV Worker	Despatcher	Rs. 584-19-660-21-954	Rs.1172-35-1452-40-1852
e)Gr.V Worker		Rs. 627-22-715-24-1075	Rs.1215-40-1535-50-2035
f)Gr.VI		Rs. 679-24-775-27-1153	Rs.1267-50-1667-60-2267
g)	Supervisor/Sr.Steno/ Sec. Inspector/Store Keeper/Assitant etc.	Rs.735-35-875-40-1435	Rs.1323-60-1803-70-2503
h)	Foreman	Rs. 810-40-970-45-1600	Rs.1398-75-1998-90-2898
i)	Sr Clerk/Jr. Steno/ Asst.Storekeeper etc.	Rs. 622-22-710-24-1046	Rs.1210-40-1530-50-2030
j)	Supdt./Personal Assistant/Sr. Storekeeper/ Chief Time Keeper etc.	Rs.700-40-940-45-1570	Rs.1368-75-1986-90-2868

**HINDUSTAN LATEX LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
TRIVANDRUM
ADDENDUM TO MEMORANDUM OF SETTLEMENT DATED
11.10.1988**

Short Recital of the case :

In consideration of the unanimous request from all the signatory Trade Unions to the Memorandum of settlement dated 11.10.1989 entered into between the Management of HLL and their workmen subject to approval by Government of India, the following additional clauses are mutually agreed to be implemented along with the main settlement.

1. It is agreed that in case the period of validity of the Memorandum of settlement dt. 11.10.1989 is caused, by the Central Government to be extended, for any reason, beyond four years from 1.10.1988, such extension upto five years from 1.10.1988 would be binding to the Management and the Trade Unions (without any back reference). IN case the extension is directed to be more than five years from 1.10.1988 the matter shall be consulted with the Trade Unions who are signatories to the settlement before implementation.

2. It is agreed that the Daily Allowance of the trainees shall be enhanced to Rs. 35/- per day of attendance with effect from 1.10.1988. They shall also be entitled for a paid off for every six days of work in a week.

3. It is agreed that on enhancement of canteen subsidy as per sub-section 9(a) of Memorandum of Settlement dated 11.10.1989 the rates of foodstuff served in the canteen shall be suitably enhanced.

4. It is agreed that a new scheme will be framed by the Management for House Management for House Maintenance Advance and shall be introduced from 1989-90. The maximum number shall be 10 of Rs. 25,000/- each per annum.

Signed this Eleventh day of October, 1989 by the parties.



FERTILISERS

TERMS OF SETTLEMENT

SHORT RECITAL OF THE CASE

1. In terms of the Agreement between the Management and the _____ Union (recognised) entered into on _____, it was agreed that next agreement as and when finalised will be effective from 1.1.1987.

1.1. In order to finalize a new wage settlement to be effective from 1.1.1987, the Government of India, Ministry Agriculture, Department of Fertilizers vide letter No. 130/29/86-FDC dated 4th February, 87 decided that the negotiations regarding new wage settlement in FCI-NFL Group of Companies to be considered jointly with NFL leading on the Management side in consultation with other Companies namely;

1. National Fertilizers Limited, 2. Fertiliser Corporation of India Limited 3. Hindustan Fertilizer Corporation Limited, 4. Rashtriya Chemicals & Fertilizers Limited and 5. Projects & Development India Limited.

1.2 Pursuant to the presentation of Charter of Demands by the recognised Unions, a series of meeting took place between the Management and the recognised Unions from time to time. As a result of final round of discussions held at Delhi from 18th June to 30th June, 1989 to finalise the draft agreement, the following settlement has been mutually arrived at on 1st July 1989.

TERMS OF SETTLEMENT

2.0 SCOPE OF COVERAGE

This settlement shall apply to all categories of workmen upto and inclusive of the level of Chargemen/Senior Technician/Senior Operators/Office Supervisors/Senior Assistants or equivalent ranks including medical staff and teachers carrying existing pay scale of Rs. 915-1520 and below covered by the existing pay scales and the corresponding new pay scales shown in Annexure-I. The workmen who are in officers grade under Stagnation Scheme would continue in their present respective scales. When the revised pay scales for officers would be available the appropriate one would be applicable to the said category of workmen, as per the respective Companies own practice.

3.0 PERIOD OF SETTLEMENT

This settlement shall be effective from 1.1.1987 and shall remain in force till 31.12.1991.

- Unions can submit their fresh Charter of Demands with detailed justification 9 months before the date of this settlement. The Management agrees to consider and start negotiations with Unions 6 months prior to the date of expiry of this settlement with a view to facilitate next settlement in time. The agreement that is finalised after their joint negotiations will be effective from 1.1.1992.

4.0 MINIMUM WAGE

The revised minimum wage for the lowest paid employee of FCI-NFL Group of Companies as on 1.1.1987 will be Rs. 1285.55 per month at AICPI No.685 (Base 1960-100) consisting of the following :-

Basic pay	-	1100.00
FDA	-	141.00
VDA	-	<u>44.55</u>
Total		1285.55

5.0 PAY SCALES

The existing pay scales would stand revised and replaced to the new pay scales as shown in Annex. I w.e.f. 1.1.1987. While working out the new revised Basic pay the following components have been taken into consideration :-

Old Basic Pay +Pre-revised FDA+VDA (upto Index No. 658 i.e. Rs.420/-) + net gain of Rs. 60/-. For example the revised basic pay vis-a-vis basic pay of the pre-revised at the minimum of the scale of Rs. 510-719 would be as under:-

Old Basic pay	-	Rs 510.00
Pre Revised FDA	-	Rs. 110.00
VDA	-	Rs. 420.00
Net Gain	-	Rs 60.00
Total	-	Rs.1100.80
Say	-	Rs.1100.00

Against 11.80 the revised basic pay has been fixed at Rs.1100/- and the balance 0.80 has been rounded to a rupee and added to each slab of the new FDA.

6.0 D.A. FORMULA

DA will consist of two parts :

a) New Fixed Dearness Allowance (NFDA) : New FDA slabs are given in Annexure-II; the Interim Relief slabs are adjusted in NFDA. However, it should be ensured that the amount of new FDA for any employee as on 1.1.1987 should not be less than the amount of I.R. received by him in the pre-revised scale as on 1.1.1987.

b) The VDA @ 1.65 will be payable beyond Index No. 658.

c) VDA will be received every quarter as per existing procedure.

d) In case, however, the existing rate of 1.65 of VDA and its procedure is revised at the national level on the basis of recommendations of the Tripartite Committee set-up by the Govt. Of India, the enhanced rate of VDA that may be revised would be made FCI-NFL Group of Companies. Implementation process of recommendations of the Tripartite Committee as accepted by the Govt. of India will be discussed with the steering Group before its actual implementation.

7.0 FITMENT/FIXATION PROCESS

The BP of the workmen who were on the rolls of the Company as on 1.1.1987 shall be fixed in the corresponding revised scales of pay as per the fitment method given below :-

- i) The BP under the old pay scale as on 31.12.86 will be taken as a basis for fixation.
- ii) The amount of pre-revised FDA appropriate and applicable to the BP as mentioned in para 7(i) will be added.
- iii) Thereafter flat amount of Rs.420/- from the amount of VDA (CPI No. 658-379) will be further added.
- iv) Then, a fixed amount of Rs. 60/- as net benefit will be added to the total amount arrived at as per above (i), (ii) & (iii).
- v) In case, the total amount as per above (i), (ii), (iii) & (iv) falls in between stages of the revised pay scale, the same will be fixed in the next immediate higher stage in the revised scale.

7.1.1 In addition, an amount equivalent to one increment in the old scale will be allowed to the existing employees, who were on the rolls of the Company as on 1.1.1987 in lieu of point to point fixation formula w.e.f. 1.1.1987. This amount will be treated as APP and will be treated as part of pay for all purposes except for determination of new fixed DA. This APP will be converted into new increment in the revised scale in addition to his normal increment which will fall on the due date and will be merged into the

Basic pay w.e.f. 1.1.1988.

- **Workmen who were in the service in the Company as on 1.1.87, but ceased to be in service on or before 31.12.87 will be eligible to receive fitment benefits as per above, except the benefit covered under the stage of one increment of revised scale.**
- **Persons who were on the rolls of the Company as on 1.1.1987 but left the services after 1.1.1988 but before signing of this settlement, will be eligible for the fitment benefits arrived at as per the stages and the procedure given above.**
- **A workman in receipt of pre-revised increment as APP on 1.1.87, if promoted in between 1.1.87 and 31.12.87, will continue to get the APP amount even after promotion upto 31.12.87. This APP will be converted into revised appropriate increment and will be merged into the basic pay w.e.f. 1.1.88 in the promoted scale.**
- **The date of annual increment of a Workman shall not be affected while switching over in the revised pay scale.**

7.1.2 In case as per the fitment process certain workmen drawing pay at different stages in the pre-revised pay scales are being fixed at the same stage in the corresponding revised scale and if the normal date of annual increment of a Jr. employee falls earlier than the senior employee, in such cases the date of annual increment of the senior employee will be pre-poned to the date of increment of Junior employee subject to the following conditions :

- i) Both the Jr. and Sr. employees should belong to the same cadre and discipline.**
- ii) The pre-revised and revised pay scales of the Jr. and Sr. employees should be identical.**
- iii) If due to grant of some advance/additional increments the pay of Jr. employee becomes higher vis-a-vis to his senior counterpart, this would not constitute as an anomaly and no stepping-up of pay will be allowed to senior employee.**

However, the date of annual increment so advanced in case of Sr. Workmen shall thereafter be the normal date of annual increment in subsequent years.

7.1.3 Pay of the workmen who were promoted from one workmen pay scale to another between 1.1.1987 and the date of signing of this settlement shall be fitted with reference to the pay drawn by them on 1.1.87. Their pay on promotion in the

corresponding higher scale of pay shall be fixed as per normal rules. In case they happen to draw less basic pay in the higher revised pay scale than their directly recruited /subsequently promoted junior colleagues in the same pay scale, cadre and discipline, they shall be allowed to exercise an option to have their pay fitted in the revised scale with effect from the date of promotion or the date of signing of the draft settlement.

8.0 INTERIM RELIEF

The Interim Relief and consequential benefits paid during the period from 1.1.1986 to 31.12.1986 will not be recovered. However, from 1.1.1987 the Interim Relief and consequential benefits paid thereon will be adjusted against the arrears which may accrue on account of this agreement.

FRINGE BENEFITS

9. HRA

HRA will be paid from 1.1.1987 to 31.12.1987 on the pre-revised basic pay + I.R. and from 1.1.1988 the payment of HRA will be made on revised Basic Pay as per the rates and other terms and conditions in vogue in each Company. Unions have pointed out to the Management anomalies/discrepancies/discriminations in the payment of HRA rates/dates and classification of localities inside and between the Company. Unions also demanded that uniformity should be brought in the rates/dates and classification of cities with respect to HRA payment on the basis as prevailing in the other Public Sector Undertakings as approved by the Govt. Management could not agree to this demand of the Unions. After protracted discussions it was agreed that the Management will take up the issue with the Govt. and all required formalities will be observed within three months.

10. HOUSE RENT RECOVERY

Subject to existing rates and other terms and conditions there will be no change in the recovery from 1.1.87 to 31.12.87. From 1.1.88 the recovery will be computed on the basis of the modified FR-45 (A). In case implementation of modified HR-45(A) adversely affects the existing occupants, then existing ceiling rent/practice will continue so long he occupies the present type of quarter.

11. SHIFT ALLOWANCE

The shift Allowance will be paid at the following rates:-

1st Shift (Morning)	...	Rs. 2.00 per shift
2nd Shift (Evening)	...	Rs. 2.00 per shift
3rd Shift (Night)	...	Rs. 5.00 per shift

The enhanced rates will be applicable w.e.f. 1.1.88.

12. WASHING ALLOWANCE

The quantum of Washing Allowance for the employees who are provided with Uniforms will be enhanced from Rs. 15/- to Rs. 20/- p.m. in case of General Category of Staff and from Rs. 20/- to Rs.25/- p.m. in case of para medical staff. The fire fighting staff will also be allowed Washing Allowance at the same rates as applicable for para-medical staff. This will be effective from 1.1.1988.

13. TRANSPORT SUBSIDY

Where Company's transport is not being provided/availed either partly or fully for attending the place of duty or LTE for Scooter/Motor Cycle/Moped/Cycle is not allowed the Workmen will be reimbursed w.e.f. 1.7.1989 expenses towards transport subsidy @ Rs. 45/- p.m. Other terms and conditions of payment would remain unchanged.

14. Cycle Allowance

The quantum of Cycle Allowance will be enhanced w.e.f. 1.7.89 from Rs. 20/- p.m. to Rs. 45/-p.m.

15. L.T.E.

Moped	...	Rs. 100/-p.m.
Scooter/	...	Rs. 175/-p.m.
Motor Cycle		

The present practice for allowing payment of LTE and grant of this allowance in Units/Divisions/Offices will remain unchanged. The revised rates would be effective from 1.7.89.

16. PHYSICALLY HANDICAPPED ALLOWANCE

It is agreed that the payment of Physically Handicapped allowance will be regulated as per Central Govt's instructions issued from time to time subject to the condition that the amount at present being paid to the physically handicapped employees will not be reduced due to adoption of revised Central Govt's instructions.

17. DISTURBANCE ALLOWANCE ON TRANSFER

The present lower limit of Rs.400/- will be raised to Rs. 750/- and the higher limit of Rs. 900/- will be raised to Rs. 1200/- w.e.f. the date of signing of the draft settlement.

18. REIMBURSEMENT OF TUITION FEE:

The reimbursement of tuition fee would be regulated as per instructions received from the Central Govt. and the same would be admissible from the date of signing of the draft settlement.

19. LITC FOR ANYWHERE IN INDIA IN 4 YEAR BLOCK

The existing options available under the previous agreement it is agreed that the existing limit of 1700 kms each way for the purpose of encashment according to the existing % age laid down will be enhanced to the 2000 kms each way. For this purpose the existing 75% of reimbursement of 2000 kms. each way for those who are entitled to 2nd class travel and 60% of 2000 kms each way for those who are entitled to 1st class travel will remain unchanged. This would be applicable from 1.7.1989.

20. PROVIDENT FUND

The Management agrees to increase the existing rate of PF contributions to 10% as and when approved by the Govt.

21. PENSION

It is agreed between the parties that a pension benefit Scheme is necessary and will be introduced at the earliest. In this respect it is further decided that a sub-committee consisting of six representatives of the Unions and Management's representatives will be constituted to discuss and formulate the Pension Scheme. This sub-committee will be formed within one month after the date of signing the draft settlement and will submit its report within three months thereafter. As and when the scheme is introduced it will however, be made effective from 1.1.89. Before introduction of the proposed Scheme the same will be placed before the small Committee of Management/Union and thereafter the scheme so agreed will be sent to Govt. for approval.

22. REIMBURSEMENT OF DIET CHARGES TO EMPLOYEES REFERRED FOR TREATMENT OUTSIDE COMPANY'S HOSPITAL

The existing rate of diet charges Rs. 10/- per day is revised to Rs. 15/- per day. This would be made applicable from 1.7.89 subject to other terms and conditions/practices remaining the

same.

23. HEALTH AND SAFETY

Declaration of faith, evolution of joint program and rights and responsibilities of parties in maintenance and development of Health & Safety standards have been agreed to and the same is given in the annexure attached herewith.

24. PLACEMENT OF SENIOR MOST CATEGORY OF WORKMEN IN THE NEXT HIGHER GRADE UNDER THE STAGNATION SCHEME

The question of placing the senior most category of Workmen in the next higher grade under the 'Stagnation Scheme' had been discussed during the course of last wage settlement, due to its varied implications in different Units/Divisions and Offices. Ultimately it was decided that either of the two following procedures will have to be followed by each Company in its entirety i.e. no placement or admixture of both of the two procedures:-

- i) appropriate officers' scales with workmen DA and other facilities including overtime;
- ii) appropriate officers' pay scales with officers DA but no overtime.

The above matter was discussed at length and the Management did not agree to this demand of Unions. However, Unions may take up this item at Company level.

The Management further agreed for making an adhoc adjustable advance of Rs. 80/- p.m. to such of the employees who have been promoted from the senior most category of workmen to officers grades under 'Stagnation Scheme' and are being treated as workmen. However this payment will be made only to such of the workers who will be on the rolls of the Company as on 1.1.87 and will continue up to the date of payment.

The above adhoc amount will be adjusted against the arrears which will accrue to them on fixation in the appropriate revised scale of officers. An undertaking to this effect from each employee will be obtained before making the payment.

25. MATTERS TO BE DISCUSSED AT COMPANY LEVEL

It is agreed that as different practices are in vogue at present in regard to following matters in different Companies/Units the same may be decided at the Company's level:-

- TA/DA Rules
- Canteen Allowance

- Medical Facilities to the Retired employees
- Messing Allowance to the Nursing Staff
- Cash handling Allowance.

26. IMPLEMENTATION /INTERPRETATION OF SETTLEMENT

The parties shall abide by the settlement in true spirit. In case there is any dispute regarding implementation of this settlement or interpretation of any its provision, the parties shall try to resolve their differences through mutual discussions failing which they shall resort to the means prescribed under the Industrial Disputes Act, 1947.

27. PRODUCTION & PRODUCTIVITY

It is agreed that the Unions and Managements would make all out efforts resulting in improved production, productivity, human resources developments, rationalisation and modernisation to optimum level.

28.1 GENERAL

It is agreed that Unions would not raise any additional new demands in respect of matters settled under this agreement during the validity of the period of this settlement. This will, however, not preclude the Unions from raising any demands which they are entitled to raise under any statute/settlement and which has no connection with the demands settled under this Agreement. It is also agreed that all other demands raised by the Unions in their charter of demands will either stand withdrawn or are not pressed.

28.1.2 It is agreed that wherever disputes are pending before the Conciliation Officer or any other authority in regard to the matter settled under this agreement, the parties jointly or separately, as the case may be will approach such authority with the request for disposing of disputes pending before them in terms of this settlement. This action will be taken and completed by the parties, within one month from the signing of formal settlement at unit level.

28.1.3 It is agreed that such terms and conditions of service as well as amenities and allowances as are not changed under this settlement will remain unchanged and operated during the period of this settlement. However it is agreed that consequent upon the revision of pay scales the allotment rules of Company's accomodation and other rules including the payment and entitlement of allowance and advances etc. based on basic pay will be

revised to appropriate corresponding basic pay.

28.1.4 It is agreed that the small Working group which was constituted as a small committee for negotiating this settlement would go into the anomalies , if any, that are noticed/referred by the FCI-NFL Group of companies as a result of implementation of the settlement.

For this purpose the meeting of the Small Committee will be convened within a period of three months from the date of signing of the settlement at Unit level. This Small Committee would , however , ensure that no unintended benefits flow to any section of workmen in this regard.

Copies of the formal settlement signed at the unit level will be sent to the authorities prescribed under the Industrial Disputes Act and Rules framed thereunder by the appropriate Govt.

The agreement will, however, come into effect only after the approval of the Govt. of India (the clause, will however, not be incorporated in the final agreement, which is formally signed at the Unit/Division/Office level).

The above draft agreement is accepted by all the representatives of both the parties subject to the aforesaid conditions.

Signed at New Delhi this DRAFT SEEN AND ACCEPTED BY
1st day of July, 1989

REPRESENTING THE PARTIES

EMPLOYER

- | | |
|---|------|
| 1. National Fertilizers Ltd | Sd/- |
| 2. Fertilizer Corpn. of India Ltd | Sd/- |
| 3. Hindustan Fertilizers Corporation Ltd. | Sd/- |
| 4. Rashtriya Chemicals & Ferts. Ltd. | Sd/- |
| 5. Projects & Development India Ltd. | Sd/- |

WITNESS

1. sd/- K.L. Chugh
2. sd/- L.D. Dhingra

WORKMEN

National Fertilizers Ltd.

- | | |
|--|----------------------|
| 1. National Fertilizers Employees
Central Union, CO | S/Shri |
| 2. Nangal Fertilizers Workers
Union (INTUC), Nangal | 1. Kamal Nayan Sd/- |
| 3. National Fertilizers Employees
Union, Bathinda | 2. G.C. Chauhan Sd/- |
| 4. -do- Panipat | 1. RD Bhardwaj Sd/- |

5. National Fertilizers Mktg.

- | |
|-----------------------|
| 2. Ram Asra Sd/- |
| 1. AA Roy Sd/- |
| 2. Parvesh Kumar Sd/- |
| 1. Randhir Singh Sd/- |
| 2. RS Saini Sd/- |
| 1. Rishi Pal Sd/- |

Employees Union, Chandigarh	2. BM Jagota	Sd/-
6. National Fertilizers Employees Union, Vijapur	1. R.P.S. Yadav 2. Satyandra Sharma	Sd/- Sd/-
RASHTRIYA CHEMICALS & FERTILIZERS		
1. RCF Employees Union, Central Office	1. P. Gangadhari 2. Satish Desh Pandey	Sd/- Sd/-
2. RCF Employees Union, Trombay	1. PS Parab 2. SR Shewale	Sd/- Sd/-
3. RCF Employees Union, Thal	1. Sanjay Kawale 2. AB Patil	Sd/- Sd/-
4. RCF Employees Union, Marketing	1. VB Koyande 2. Tej Pal	Sd/- Sd/-
FERTILIZER CORPORATION OF INDIA LTD		
1. FCI Employees Union, CO New Delhi	1. RC Sharma 2. Shri Bhagwan	Sd/- Sd/-
2. Fertilizers Workers Union Sindri	1. Sambhu Saran Singh 2. G Wheeler	Sd/- Sd/-
3. FCI Employees Union Ramagundam	1. G Narsiah 2. V Kumar	Sd/- Sd/-
4. Tal cher Sarkhana Sharmik Sang, Talcher	1. AK Blswal 2. DC Dhir	Sd/- Sd/-
5. Fertilizer Karkhana Mazdoor Union, Gorakhpur	1. Shri Ram 2. SK Prasad	Sd/- Sd/-
6. National Fertilizers Factory Workers Union, Gorakhpur	1. Raja Ram 2. TN Pandey	Sd/- Sd/-
7. Fertilizer Corpn Mktg Employees Union, Lucknow (Other than UP State)	1. RK Pandey 2. Ugriv Dubey	Sd/- Sd/-
8. Rastriya Fertilizers Mktg Sharmik Sang, Lucknow	1. RM Tripathi 2. Madan Pandey	Sd/- Sd/-
9. Jodhpur Orgn. Workers Union Jodhpur	1. GS Sah 2. Meera Bux	Sd/- Sd/-
10. Uravarak Karamachari Sangh, Korba	1. R.P. Sahu 2. Baratoo Singh	Sd/- Sd/-
HINDUSTAN FERTILIZERS CORPORATION		
1. HFC Employees Union, C.O.	1. S Devroye 2. T Sarkar	Sd/- Sd/-
2. FCI Employees Union, Durgapur	1. Nishith Chowdhary 2. Tapan Roy	Sd/- Sd/-
3. HFCL Mktg Divn Employees Association, Calcutta	1. SK Dasgupta 2. S Roy Choudhary	Sd/- Sd/-
4. HFCL Barauni Khad Karkhana	1. Birendra Kr. Jha	Sd/-

Karmachari Union, Barauni	2.Hardeo Singh	Sd/-
5. Fertilizer Workers Union,	1. RD Chutia	Sd/-
Namrup	2.MK Patiya	Sd/-
6. Fertilizer Promotion Staff	1. SB Sengupta	Sd/-
HFCL Assn. Calcutta	2. S Mazumdar	Sd/-
7. HFC Calcutta Purchase Office	1.Partha Chaterjee	Sd/-
Association,Calcutta	2.SB Sengupta	Sd/-
8. HFC Employees & Workers	1.Mani Lal Sarkar	Sd/-
Union, Haldia		
Projects & Development India Ltd		
1. PDIL Employees Association	1.NC Sharma	Sd/-
Calcutta	2. PK Verma	Sd/-
2. PDIL Staff Union, Baroda	1. AS Pawar	Sd/-
	2.HM Tarte	Sd/-
3. FPDIL Employees Union, Delhi	1.HS Bisth	Sd/-
4. FF Workers Union Sindri	1.Ram Ekbal Singh	Sd/-
	2. Rajnath Singh	Sd/-

ANNEXURE-I

PRE-REVISED SCALE	REVISED SCALE
1. 510-11-719	1100-20-1400
2. 580-11-635-12-743	1185-20-1265-21-1475
3. 590-12-686-14-756	1195-21-1279-25-1554
4. 620-14-732-15-807	1235-25-1360-27-1630
5. 620-16-748-18-856	1235-28-1459-33-1723
6. 715-25-815-30-1085	1350-44-1526-52-2098
7. 715-25-815-30-935-35-1110	1350-44-1526-52-1734-61-2222
8. 755-30-875-35-1225	1395-52-1603-61-2335
9. 780-30-900-35-1320	1420-52-1732-61-2403
10. 915-35-1230-40-1350	1580-61-2129-71-2555
11. 915-40-1235-45-1370-50-1520	1580-71-1935-78-2247-85-2842

ANNEXURE-II

RATES OF FIXED DEARNESS ALLOWANCE W.E.F. 1.1.1987

Upto Rs 1348	Rs. 141
Rs. 1349-Rs.1721	Rs. 151
Rs 1722-Rs1846	Rs. 201
Rs. 1847 - Rs. 1945	Rs. 261
Rs- 1946- Rs 2067	Rs. 381
Rs. 2068 - Rs 2299	Rs. 441
Rs. 2300 - Rs.2499	Rs. 451
Rs 2500 -Rs. 2650	Rs. 461
Rs.2651- and above	Rs.471

ANNEXURE

ON HEALTH AND SAFETY

In pursuance of the Directive Principles of the Constitution of India in furtherance of the statutory and policy measures adopted by the Government Of India, to provide and promote safe healthy and human working environment and work systems at work places, parties believe and decide to create, maintain and develop through their joint efforts, working conditions conducive to safety and health of workers inside the factories and of the Community outside.

Parties agree that the concept of health at modern work places has to be visualized as a state of total physical, mental and social well being and not just freedom from injury, diseases or infirmity. Activities of human resource development, therefore, would include a programme of man maintenance in a manner which is distinct and beyond his physical sustenance. It must assume the character of human development process reflecting the image of industrial growth and socio-economic development of the society, into his daily work as well as into family and social life. Man Maintenance and their development activities would not be regarded as less important than machine-maintenance, technology development and growth of capital resources. In fact, parties treat health and safety services as an integral part of the fertilizer and chemical manufacturing process just as in the case of essential utilizes like energy supply, infrastructural services of communication and transport and anti pollution environmental activities.

Both the parties agree :

- i) Management agrees that they will provide and maintain healthy and safe working conditions at places and the surrounding environment and the Unions agree to Co-operate.
- ii) To evaluate and assess the existing measures and programmes at work place on the basis of the standards laid down under the Factories Act and the rules made by the Appropriate Governments.
- iii) To increase the awareness of the workers and Management for health and safety through training, education, publication of literature and through any other media.
- iv) To implement all the provisions as contained under the Factories Act in relation to health and safety measures.

IDPL

INDIAN DRUGS AND PHARMACEUTICALS LIMITED MEMORANDUM OF UNDERSTANDING BETWEEN THE WORKMEN AND MANAGEMENT OF IDPL ON REVISION OF WAGES AND OTHER RELATED ISSUES EFFECTIVE FROM 01-10-1988

1. SCOPE AND COVERAGE:

The Agreement shall cover and be applicable to all the regular workmen of the company drawing pay in regular payscales as on 01-10-1988.

2. REVISION OF PAY SCALES:

The pay scales of the workmen shall be revised with effect from 01-10-1988 as indicated in Annexure-I.

3. DEARNESS ALLOWANCE:

Dearness Allowance shall consist of two parts i.e. Variable Dearness Allowance and Fixed Dearness Allowance. The amount of Dearness Allowance payable with effect from 01-10-1988 shall be as follows:

a) Variable Dearness Allowance : Variable Dearness Allowance payable at 734 points of AICPI shall be NIL. Beyond 734 points, it shall be payable at the rate of Rs.1.65 per point or at any other higher rate that may be decided by the Government of India at the National level. At 800 points of AICPI i.e. on 01-10-1988, Variable Dearness Allowance payable shall be Rs108.90. $(800-734 = 66 \times 1.65)$

b) Fixed Dearness Allowance: With effect from 01-10-1988 under this wage settlement Fixed D.A. shall be payable on slab basis as follows instead of the present uniform amount of Rs 241.00.

Basic Pay Range in the pre-revised pay scales (effective from 01-10-1984)	On revised Pay Scales	Fixed D.A Slab (Rs)
Up to Rs 700/-		200/-
Rs 701 to Rs 800	1440	220/-
Rs 801 to Rs 900	1441/- to 1540/-	240/-
Rs 901 to Rs 1000	1541/- to 1640/-	260/-
Rs 1001 to Rs 1100	1641/- to 1740/-	280/-
Rs 1101 to Rs 1200	1741/- to 1840/-	340/-
Rs 1201 to Rs 1300	1841/- to 1940/-	460/-
Rs 1301 & above	1941/- & above	520/-

er there is change in notional pre-revised basic pay on a
 ount of drawal of increments or promotions etc. of any work
 en the corresponding slab of Fixed D.A. will be admissible rele
 nt to such basic pay.¶4.FIT

ENT IN THE REVISED SCALE OF PAY: ¶The

asic pay of workmen, who were on the rolls of the compa
 y as on 30-09-1988 shall be fixed in the corresponding revis
 d scales of pay as under:¶To th

existing basic pay admissible as on 30-09-1988,an amou
 of Rs640/- taken out of Dearness Allowance shall be adde
 The resultant total shall be the basic pay in the revised scale
 In case the resultant amount does not coincide with a stage
 in the revised scale,the pay shall be fixed at the next higher stag
 Out of the remaining Dearness Allowance of Rs.18.70, Rs100
 -is merged with FixedD.A.slabs and Rs18.70 is merged unde
 Variable D.A.¶Minim

m & Maximum Wage as on 01-10-1988: The minimum and maxim
 m wage of workmen as on 1-10-1988 at 800 points of AICPI
 shall be as under: ¶DES

PTION	m Wage	m Wage¶a)Bas
c pay	0.00	0.00¶b)Fix
d D.A.	0.00	0.00¶c)Var
able D.A.	8.90	8.90¶¶¶¶Rs
	8.90	8.90¶The

inimum wage of Rs.1,458.90 represents an increase of Rs190
 20 over the existing minimum wage of Rs1,268.70 as on 01-1
 1988. This also includes Fitment Benefit of Rs90/- ¶5.CON

EYANCE ALLOWANCE: ¶The

revised rates of fixed monthly Conveyance Allowance shall
 be Rs100/-for Scooter/Motor Cycle and Rs70/- for Moped
 The entitlement to this allowance will be on the basis of revi
 d pay corresponding to the existing system of payment as per
 he eligibility criteria,provided company's transport is not avail
 d of.¶6.MED

CAL ASSISTANCE:¶a) M

dical Assistance will be 5% of basic pay subject to a minim
 m of Rs70/- per month and maximum shall remain Rs.8
 -per month as per IDPL Medical Reimbursement Scheme.¶b)The
 workmen of IDPL-Virbhadra Plant who are not residing in the
 wnship and who do not avail the IDPL hospital facilities in the t

the township will be governed by the IDPL Medical reimbursement Scheme applicable to Corporate Office. Thus, they will also be given 5% of basic pay subject to maximum and minimum limits indicated above towards non-specialist/outdoor treatment. For specialist and indoor treatment they shall go to IDPL Virbhadra Plant hospital or to G.D. Hospital, Rishikesh or Doon Hospital, Dehradun. Alternatively, such employees, if they do not want to avail of this facility and would like to continue to avail the existing facilities as prevalent in this plant, they may do so by giving option to the plant authorities. However, if once option is exercised they would not be permitted to revoke it. The unions shall extend full co-operation in preventing any type of misuse of medical facility at the Virbhadra Plant.

7. TRANSPORT SUBSIDY:

Transport Subsidy shall be payable at the rate of Rs50/- per month to the workmen at the corporate office, Head office of the Marketing Division, Muzaffarpur plant, Gurgaon plant and Regional/ Divisional offices of the Marketing Division. It shall, however, not be paid to those workmen who draw fixed monthly conveyance allowance provided under item no.3 and those who reside in IDPL staff quarters. It shall also not be paid to workmen who use IDPL Staff bus facility between their residence and place of duty or vice-versa for any distance whatsoever. In case of employees of IDPL-Gurgaon plant not residing in IDPL Staff Quarters, Management would like to examine the proposal made by the Union Representatives of the Gurgaon Plant for providing staff bus facilities instead of present transport subsidy within a month's time.

8. SHIFT ALLOWANCE:

The revised rate of shift allowance including Chowkidar will be for "C" shift Rs5/- and for "B" shift Rs3/-.

9. CASH HANDLING ALLOWANCE:

It will be raised to Rs50/- per month from the present level of Rs25/- or Rs35/- as the case may be in different units. Cashier will continue to get the special pay for handling cash on Government pattern as at present.

10. WASHING ALLOWANCE:

The present rates of Rs11/- and Rs15/- shall be revised to Rs20/- and Rs25/- respectively.

11. ATTENDANCE BONUS:

It shall continue to be paid in the factories only. The existing rate of Rs25/-per month shall be raised to Rs30/- per month.

12. EARNED LEAVE & COMMUTED LEAVE:

Every workman shall be entitled to accumulate Earned Leave up to maximum of 240 days and shall be entitled to avail up to 10 days commuted leave (leave on medical grounds) each year. Accumulation of Medical Leave will be as per Company's Rule presently being followed.

13. ENTITLEMENT OF 1st CLASS RAILWAY FARE:

The workmen drawing a basic pay in the revised pay scale corresponding to the eligible basic pay as per the existing eligibility criteria shall be entitled to 1st class Railway fare.

14. LOCATION ALLOWANCE AT RISHIKESH:

It will continue to be paid at the existing rate to workmen who would be getting pay corresponding to existing pay of Rs1640/-subject to a maximum of Rs30/-.

15. CESSATION OF INTERIM RELIEF WITH EFFECT FROM 01-10-1988:

Monthly payment of Interim Relief shall cease with effect from 01-10-1988. The existing slab of Interim Relief shall be converted into Fixed D.A. Slab with effect from 01-10-1988 as mentioned under item 2-b ante. This will be done by adding an amount of Rs100/-to each existing slab.

Regarding lumpsum amount of Rs2,000/-and monthly payment of Interim Relief paid for three months prior to 01-10-1988, 50% of it would be recovered from the arrears of the workmen payable under this Wage settlement.

16. HOUSE RENT ALLOWANCE & CITY COMPENSATORY ALLOWANCE:

House Rent Allowance and City Compensatory Allowance shall be paid at the revised scale of pay retrospectively i.e. 01-10-1988.

17. RENT RECOVERY:

Rent Recovery shall continue to be made at the existing rates on the notional basic pay in the pre-revised basic pay as per the existing practice i.e. 10% of basic pay or Standard Rent whichever

is less.

18. LEAVE TRAVEL ASSISTANCE AND L.T.C. ENCASHMENT:

The present system and rates of encashment of four years' LTC upto a distance of 1500X 2 Kms., 60% of 1st class and 75% of 2nd class Railway fare subject to a maximum of four tickets shall continue. However, for the actual availment, existing facility will continue.

19. TRAVELING ALLOWANCE, DAILY ALLOWANCE & CONVEYANCE CHARGES:

T.A./ D.A. Rules shall be reviewed and amended in a uniform manner as per the existing policy of the Company for workmen category as well.

20. LIVERIES:

Existing practice will continue.

21. ELECTRICITY CHARGES:

Existing facility will continue. However, if in the near future, the respective State Governments increase the tariff of the electricity power charges, Management and Union Representatives at Unit level would discuss and arrive at a settlement to claim the increased tariff from the employees residing in IDPL staff Quarters.

22. DISCIPLINE & DEVOTION TO DUTY:

The matter would be discussed by the Management with Union's Representatives separately to work out modalities.

23. LEAVE SPELLS:

No workman shall be granted leave other than Casual Leave, Restricted Leave and leave on Medical grounds, in more than FIVE SPELLS.

24. EMPLOYMENT TO DEPENDENTS OF DECEASED & DISABLED EMPLOYEES:

This matter would be discussed separately.

25. DATE OF EFFECT OF ALLOWANCES & FRINGE BENEFITS:

The pay fitment and fixation benefits and other fringe benefits shall be admissible with effect from 01-10-1988.

26.PENSION SCHEME:

Management would review the Pension Scheme through a Committee to be appointed as and when the Government approves the introduction of it in Public Sector Undertakings.

27.CYCLE ADVANCE:

Existing facility will continue.

28.FESTIVAL ADVANCE:

The amount is raised to Rs.750/-

29.This issue will be discussed at the unit level.

30.MILK ALLOWANCE:

The issue of Milk Allowance will be examined in the light of practice prevailing at Rishikesh, Madras and Gurgaon Plants.

31.PRODUCTIVITY & INDUSTRIAL RELATIONS:

It is hereby mutually agreed upon between the Trade Unions and Management of IDPL that both sides shall whole-heartedly co-operate in creating and maintaining healthy atmosphere of industrial peace for promoting efficiency and elimination of wastage of time and material.

32.OTHER CONDITIONS OF SERVICE NOT CHANGED:

Such terms and conditions of service, benefits, amenities and rules & procedures governing them as are not altered through this settlement will remain operative unchanged during the subsistence of this settlement.

33.EXTINCTION OF DEMANDS/DISPUTES:

By this settlement, all demands/disputes raised by the Unions relating to wage revision, pay and allowances and interim relief etc. shall stand settled.

34. FRESH CHARTER OF DEMANDS, IF ANY:

Fresh Charter of Demands if any, for next wage revision may be made by the Unions not earlier than six months before expiry of this settlement.

35. DURATION OF WAGE SETTLEMENT:

This Settlement shall remain in force for a period of FOUR YEARS with effect from 01-10-1988.

This settlement is subject to approval of the Board of Directors and the Government of India as may be approved and shall become effective only after it is so approved.



ANNEXURE-I

PAY SCALE

	EXISTING	SPAN(YEARS)		PROPOSED SPAN(YEARS)	
E-1	510-11-675	15	P-1	1150-20-1450	15
E-2	545-12-605-13-670-14-740	15	P-2	1185-22-1405-25-1530	15
E-3	580-13-645-14-715-15-790	15	P-3	1220-25-1470-30-1620	15
E-4	640-16-720-18-810-20-950	17	P-4	1280-35-1630-40-1830	14
E-5	715-25-865-30-1135	15	P-5	1355-45-1805-50-2055	15
E-6	760-30-880-35-1265	15	P-6	1400-50-1900-60-2440	19
E-7	970-40-1250-50-1750(CDG)	17	**		
E-8	1090-40-1250-50-1850(CDG)	16			
E-9	1090-40-1250-50-1750-60-2050(CDG)	19			

**** Structuring of these three pay scales at revised scale of pay will be reviewed by a committee consisting of S/Shri 1) P.K. Bose 2) M.N.Jha 3) Malasham 4) Y.D. Sharma & 5) T.Kanakasabal on 06.01.1990 at 10.00 A.M.**

SHIPPING CORPORATION OF INDIA

MEMORANDUM OF SETTLEMENT

Memorandum of Settlement on revision of salary structure of salary structure, Dearness Allowance, Fringe Benefits and other Service Conditions with respect to shore staff posted in India between the Shipping Corporation Of India Limited Bombay as Employer and the Shipping Corporation of India Non-Clerical Staff Union Calcutta representing the non-clerical staff members at Calcutta:

0.0. Preamble

0.1. The service agreement signed on 20.5.71 between the S.C.I. Staff Unions and Management of SCI, has expired on 31.12.1974. Pending revision of this settlement, the salary scales of shore staff in the Shipping Corporation Of India continued to be the same since 1971. The Dearness Allowance Scheme was based on the Working Class Consumer Price Index with 1934 as base year applicable for city of Bombay.

0.2. The Shipping Corporation Non-Clerical Staff Union submitted their Charter of Demands in January 1988, for Revision of Salary Structure and fringe benefits alongwith adoption of industrial D.A. System, based on AICPI (Simla Series 1960 base).

0.3. The proposal after negotiations with the said Union was processed through various stages and after some modifications has now been approved by the Government.

0.4. Accordingly the Revision was made effective through this Memorandum of Agreement between the Shipping Corporation of India Ltd., hereinafter referred to as the "Corporation" and Shipping Corporation Non-Clerical Staff Union, Calcutta, hereinafter referred to as the "Union".

0.5. Various clauses of this Agreement are detailed in subsequent paragraphs. The General Revision is made effective from 1.1.1988 for a period of four years ending on 31.12.1991, whereafter further revision would be considered by mutual discussions and with the approval of the Government.

1.0. Revision of Pay Scales Of The Shore Staff In Various Grades

1.1. The existing pay scales applicable to the shore staff of the Corporation shall stand revised as follows w.e.f. 1.1.1988.

1.2. Pay Scales/Designation	Existing	Proposed
Grade 'A'--Section Head	Rs.395-22-505-25-580	S-I Rs. 1050-40-1410-50-2110
Grade 'B'--Assistant/ & 'C' Jr. Tech. Assistant /Non-Asst. (i.e. Steno, Steno-typist Telephone Operator, Telex Operator, Key Punch Opr., Compounder, Nurse, Librarian, etc)	Rs.132-6-150-12-210-18-300-19-395-22-505-25-530	S-II Rs. 730-35-1010-40-1410-50-2010
Grade 'G'-- Driver/Car Mechanic	Rs.118-6-154-9-190-12-238	S-III Rs. 650-25-850-30-1150-35-1570
Grade 'D'-- Daphtary/Dock Assistant	Rs. 108-6-159-12-216-15-306	S-IV Rs. 600-25-700-30-910-35-1085-40-1565
Grade 'E'-- Hamal, Peon, Watchman, & 'F' Watchman-cum-Fireman, Liftman	Rs. 82-3-94-4-114-5-139-6-157-6-181	S-V Rs.500-20-800-30-1250

2.0. Variable Dearness Allowance

2.1. The Payment of Dearness Allowance to the staff w.e.f. 1.1.1988 will be as per Industrial D.A. formula on the basis of All India Consumer Price Index. The quantum of D.A. admissible to all staff as on 1.1.1988 will be Rs. 945.60 corresponding to AICPI 750. Further neutralisation would be @ Rs. 1.65 per point shift linked to AICPI quarterly average for the preceding quarter or any revision thereof in accordance with Government Notification(s).

2.2. Fixed Dearness Allowance

The staff will be paid fixed dearness allowance w.e.f. 1.1.1988 as follows:

Revised Basic Pay Range	Amount p.m.
Rs. 1000 and below	Rs. 120/-
Rs. 1001-1100	Rs. 180/-
Rs. 1101-1200	Rs. 240/-
Rs. 1201-1300	Rs. 360/-
Rs. 1301 and above	Rs. 420/-

This fixed dearness allowance will also be admissible to staff members who have joined on or after 1.1.1988.

Fixed Dearness Allowance will vary as per basic pay slabs.

3.0. Stagewise Fixation of the Existing Staff in the Revised Pay Scale and Personal Pay

3.1. The basic pay of the staff who were in service of the Corporation as on 31.12.1987 shall be changed from the pre-revised pay scales to revised pay scale as indicated in pay fixation tables at ANNEXURE I.

3.2. The shore staff in service as on 31.12.1987 will also be paid personal pay to protect their emoluments as shown in ANNEXURE I.

This personal pay would not be absorbed in future increments or increase in pay on account of promotion but will be offset/adjusted against pay increase at the time of next revision(s).

3.3. Fixation of personal pay, gradewise/stagewise as detailed in ANNEXURE I shall remain same till it is adjusted as stipulated in clause 3.2.

3.4. Pay shall mean basic pay plus Personal pay unless otherwise specified.

3.5. Staff who are recruited on or after 1.1.1988 shall receive no Personal pay.

4.0. House Rent Allowance and House Rent Recovery

4.1. HRA per month with effect from 1.1.1988

- (i) For cities of Bombay and New Delhi -30 per cent of Basic Pay
- (ii) For other 'A' Class cities such as Calcutta, Madras -25 per cent of Basic Pay
- (iii) For other cities, at the rates prescribed by Govt. from time to time.

4.2. Ceiling on payment of HRA

- (a) On production of rent receipt - HRA at the entitled rate as mentioned above but 10 per cent thereof to be borne by employees for accommodation hired by him.
- (b) Without production of rent receipt - Maximum Rs.1000 per month in accordance with Govt. Rules/guidelines in force from time to time

4.3. House Rent Recovery

The House rent recovery in respect of those staff who are provided with accommodation by the Corporation shall be at the

rate of 10 per cent of Basic Pay from 1.1.1988.

5.0. City Compensatory Allowance

5.1. To compensate the staff for the high cost of living in specified localities, City Compensatory Allowance (CCA) is introduced with effect from 1.1.1988.

5.2. Class of City (Rate of Allowance)-

'A' Class - 6 per cent of basic pay subject to a Maximum of Rs.100/- per month.

'B-I' Class - 4.5 per cent of basic pay subject to maximum of Rs. 75/- per month.

'B-2' Class - Rs. 20/- p.m.

'C' Class - No allowance

Classification of cities will be as per Govt. guidelines.

6.0. Children Education Allowance

6.1. Children's Education Allowance @ Rs.30/- p.m. per child limited to a maximum of Rs.60/- per month.

7.0. Family Allowance

7.1. The existing staff will be paid Rs. 30/- p.m. This allowance however will be discontinued in the next agreement.

8.0. Canteen Allowance

8.1. Effective from 1.1.1988 the shore based staff shall be entitled to a canteen allowance at the rate of Rs. 60/- per month wherever subsidised canteen facility is provided by the Corporation.

In the Corporation's office where subsidised canteen facility is not provided, the staff will be paid Rs. 10/- per day of attendance.

9.0. Transport Subsidy

9.1. Effective from 1.1.1988 all shore staff would be entitled to a transport subsidy of Rs. 75/- per month.

10.0. Other Sundry Allowances

Effective from 1.1.1988, following Allowances will be payable to the categories of staff entitled to such allowance.

10.1. Shift Allowance

The staff posted in sections which are required to work "round the clock" basis shall be paid an amount of Rs.50/- p.m. as Shift

Allowance.

10.2. Dock Allowance

The staff posted in dock areas will be paid Rs. 50/-p.m. as Dock Allowance.

10.3. Machine Handling Allowance

Non-Clerical staff handling photocopying/cyclostyling machines will be paid Rs. 50/- p.m. as Machine Handling allowance. Staff members in grade S-I and S-II will be paid an allowance of Rs. 50/- p.m. for handling medical equipments (e.g. X-Rays, Screening, Cardiograms, etc..) and Public Address System in the Auditorium.

10.4. Cash Handling Allowance

Section Heads/Assistants who are engaged in handling of cash wholly or substantially on regular basis will be paid Rs. 100/- p.m. as Cash Handling Allowance.

10.5. Manifest Typing Allowance

Steno-Typists engaged in manifest typing work on regular basis will be paid Rs. 50/- p.m. as Manifest Typing Allowance.

10.6. Warm Clothing Allowance

Non-Clerical Staff members such as Hamals, peons, Watchmen, Watchmen cum Fireman, Drivers, Liftmen will be paid Rs.200/-per year or pro rata thereof as Warm Clothing Allowance . Payment of this allowance will be made annually in the month of October/November.

10.7. Car Cleaning Allowance

Drivers engaged in car driving duties will be paid Rs. 30/- p.m. as car cleaning allowance.

10.8. Cycle Allowance

Non-clerical staff engaged in duties of messenger/rider and are provided cycles for that purpose will be paid Rs. 50/-p.m. as Cycle Allowance.

10.9. Payment of Insurance Premium

Staff members on production of Insurance Premium receipts will be reimbursed Insurance Premium upto Rs. 90/- per year as the maximum. This benefit will be applicable only to the exist-

ing staff members. This benefit will be discontinued at the next agreement.

No other sundry allowances will be payable to any staff members for any other purpose.

11.0 Medical Benefits

11.1. Effective from 1.1.1988 all shore based staff would be entitled to medical benefit limited to one month's basic pay + D.A. + F.D.A. per annum. The reimbursement of medical expenses would be admissible only on production of cash memos/receipts duly certified by Chief Medical Officer of the Corporation or any other authorised medical practitioner by the Management. As regards hospitalisation, the existing procedure shall continue.

Facility to carry forward unspent medical amount to next one year as per existing rules will continue.

11.2. The detailed rules with respect to medical reimbursement are as per Enclosure I.

12.0. Leave Travel Concession

12.1. The shore staff shall be entitled to reimbursement of actual cost of travel by entitled class from headquarters to Home Town/All India and back as under :

- (i) Home Town - Once in a block of 4 years to declared Home Town by rail for self, spouse, dependent children and dependent parents.
 - (ii) All India LTC - Once in same block of 4 years to any place in India. Full Rail fare to be reimbursed for self, spouse, dependent children and dependent parents.
 - (iii) Encashment facility of all India LTC - Encashment is restricted to 75 per cent of the entitled rail fare for 4 adult tickets i.e. self and spouse and dependent two children. For encashment against LTC the distance is limited to 1500 kms each way.
- Entitlement of - By first class By Rail for staff members who are drawing revised basic pay of Rs 1100/- p.m. and more;
By Second class by rail for other staff members with a revised basic pay less than Rs.1100/-p.m.

12.2. The detailed rules in respect of "Leave Travel Concession" are as per Enclosure II.

13.0. Encashment of Earned Leave

13.1. The encashment of earned leave would be admissible corresponding to basic pay + PP + DA + FDA. The other existing rules of encashment shall continue.

14. Provident Fund and Gratuity

14.1. The Corporation's contribution to the Provident Fund for the shore staff shall be at the rate of 8.1/3 percent of basic pay plus DA+FDA+PP.

14.2. Gratuity shall be admissible as per the scheme /rules announced by the Government recently which are already notified to all the employees as per circular dated 19-11-1988, issued by General Manager(P&A).

15. Settlement Payment (Compensation for past period)

15.1. It is agreed that the staff members on the roll as on 31-12-1987 will be given one time payment to be computed as follows:

(a) Rs100/- p.m. for the period from 1-9-1984 or from date of joining whichever later up to 31-12-1987.

(b) Medical benefit for the period from 1-9-1984 or from date of joining whichever is later upto 31-12-1987 on the basis of revised medical scheme at 11.01 less actual reimbursement received during these periods.

The entitlement of this benefit will be calculated on the basis of revised basic pay +DAs, as on 1-1-1988, for the entire period.

16.0. Interim Advance

16.1. The interim advance being paid to the staff members in terms of earlier Agreements with the Staff Unions shall be discontinued effective from 1-1-1988. The total amount of interim advance paid from 1-1-1988 onwards would be deducted from the arrears that would become payable to the staff members in terms of this Agreement.

17.0. General

17.1 The Corporation reiterates that the policy of not transferring a person from one city to another without his consent, shall be continued. In all such cases the Unions shall be informed in advance before the transfer is effected.

17.2. Whenever the Corporation establishes a branch/regiona

office of the Shipping Corporation at any other location, the existing employees will be given preference to man the new offices before any fresh recruitment is made subject to rules and regulations, if any, of the local Government concerned.

17.3. No job which is presently being done by regular employees of SCI will be given to outside agencies. Similar jobs that may be required to be done by SCI employees will also not be given to outside agencies. Any deviation necessary in the interest of the Corporation may be made in consultation with the Union. However, with regard to new towns where ICDs are opened, the SCI Management will have the option to decide whether a particular work is to be assigned to the SCI employees or to any other outside agency.

17.4. With this General revision as set out above, all relevant clauses of the existing Service Conditions in respect of shore staff stands modified to the extent stated herein. All other clauses in the existing Service conditions in respect of shore staff shall, however, remain unaltered.

17.5. On signing this Memorandum of Agreement, shore staff of the Corporation renew their pledge to optimise joint effort for improvement of organisational performance and productivity.

17.6. All members of shore staff will record their attendance on arrival by a time clock punching system with immediate effect. Punching of attendance cards at the time of departure will be operative for staff members only when this system becomes operative for all the employees in SCI Offices.

17.7. The Non-clerical members of staff who are supplied uniforms shall wear the same while on duty. Failure to report for duty without uniform will render employee liable for disciplinary action as deemed fit.

17.8. If a car driver commits a traffic offence or accident, then free legal assistance would be given to defend his case but the driver would be personally responsible to pay any fine or penalty imposed under the law.

17.9. This general revision as set out in the preceding paragraphs shall be effected from 1.1.1988 and shall be in force for a period of four years i.e. upto 31-12-1991. These revised scales of pay and perquisites would not be allowed to be modified or liberalised during the period of validity of this Agreement. No new concessions/benefits shall be granted without prior approval of the Government.

17.10. It is mutually agreed that at any agreed anomalies/errors

observed in this settlement at a later stage would be set right to that extent by holding the mutual discussions with the Unions.

This settlement signed on this 29th day of November 1989 in Bombay is in accordance with section 2(p) read with sec.18(1) of the Industrial Disputes Act 1947 and is in final settlement of the Charter of Demands submitted by the Union and it is hereby agreed that no fresh demands will be raised during the pendency of this settlement which is valid upto 31-12-1991. However, it will be open to the Union to submit fresh Charter of Demands, if any, but not earlier than six months before the expiry of this agreement, i.e. before 31-12-1991, or any time thereafter, for negotiations with the Management.

Bombay

November 29, 1989

For & on behalf of the
Shipping Corporation Non-Clerical
Staff Union, Calcutta

1. (Dilip Kumar Dey)
Working President
2. (Balai Chandra Porel)
Secretary
3. (Dinendra Kumar Chakraborty)
Assistant Secretary

For Management

1. (S.P. Mohile)
Executive Director (P&A)
2. (K.T. Kothari)
Executive Director
(Finance)
3. (Capt. S. Malhotra)
Regional General
Manager Calcutta

Witnesses

1. (Tapan Kumar Das)
Recreation Secretary
2. (Gopal Pramanick)
Coordination Secretary
3. (Kapoor Chand Das)
Member

1. (V.W. Pradhan)
Deputy General Manager
(Pers. & Indl. Relns)
2. (Capt. M.X. Corera)
General Manager
(Fleet Pers)

ANNEXURE I

Statement Showing Fitment & Personal Pay

Existing Grade 'A'	Proposed Grade S-I	
Rs 395-22-505-25-580	Rs. 1050-40-1410-50-2110	
Existing Basic	Proposed Basic	Personal Pay
	Fitment	
395	1330	1587
417	1330	1609
439	1370	1581

130	970	12
136	1000	-
142	1000	6
148	1000	12
154	1030	99
163	1030	217
172	1030	334
181	1060	460
190	1060	617
202	1060	773
214	1090	900
226	1090	912
238	1090	924

Statement Showing Fitment & Personal Pay

Existing Grade 'D'	Proposed Grade S-4	
Rs.108-6-156-12-216-15-306	Rs.600-25-700-30-910-35-1085-40-1565	
Existing Basic	Proposed Basic Fitment	Personal Pay
108	945	-
114	945	6
120	945	12
126	980	-
132	980	6
138	980	12
144	1015	-
150	1015	52
156	1015	209
168	1050	325
180	1050	481
192	1050	638
204	1085	793
216	1085	989
231	1125	1144
246	1165	1300
261	1165	1495
276	1165	1619
291	1205	1619
306	1205	1634

Statement Showing Fitment & Personal Pay

Existing Grade 'E' & 'F'	Proposed Grade S-5	
Rs.82-3-94-4-114-5-139-6 157-8-181	Rs.500-20-800-30-1250	

Existing Basic	Proposed Basic Fitment	Personal Pay
82	830	-
85	830	3
88	830	6
91	860	-
94	860	3
98	860	7
102	890	-
106	890	4
110	890	8
114	920	-
119	920	5
124	920	10
129	950	-
134	950	5
139	950	10
145	980	-
151	980	58
157	980	162
165	1010	237
173	1010	237+8
181	1010	237+16

ENCLOSURE-I

The Shipping Corporation of India Ltd. Medical Reimbursement Rules

For Shore Staff of Shipping Corporation of India Ltd.

1.0 Title

1.1 These Rules shall be called "The Shipping Corporation of India Ltd. Medical Reimbursement Rules".

2.0. Objective and scope

2.1. To provide comprehensive medical coverage to shore staff and their eligible family members.

2.2. The coverage includes all outdoor treatment as well as treatment through hospitalisation on specific requirement recommended by appropriate authority.

2.3. Outdoor treatment shall cover treatment at the consulting rooms of Registered Medical Practitioner as well as treatment at the residence of the staff members.

2.4. The Rules shall apply to all regular staff members in the shore establishment in India. However, the Rules shall not apply to deputationists unless otherwise specifically prescribed in the terms and conditions of their deputation.

3.0. Eligibility

3.1. The medical reimbursement rules cover the staff members and his/her eligible family members.

3.2. Eligible family for this purpose would mean wife or husband, fully dependent children and fully dependent parents.

3.3. The term fully dependent children includes adopted children if such adoption is legally recognised as conferring on the adopted child the status of a natural child.

3.4. Only one spouse is included in the term family.

3.5. Details of fully dependent children and parents shall be submitted in advance.

4.0. Ceiling of Expenses

4.1. All shore staff members to whom these Rules apply shall be entitled to get reimbursement of medical expenses for treatment other than hospitalisation subject to a ceiling of one month's basic pay plus D.A. plus F.D.A., as applicable from 1-1-1988.

4.2. The annual ceiling shall correspond to the normal financial year i.e. 1st April of the current year to the 31st March of next year. The basic pay shall be taken as on 1st of January during the said period.

5.0. Outdoor Treatment

5.1. Reimbursement of medical expenses shall cover price of medicines purchased, fees paid to the Doctors including domiciliary visits expenses incurred in connection with normal cases of maternity/ confinement, minor operations, pathological, X-Ray and other examinations, dental and ophthalmological services.

5.2. Staff members and/or eligible family members falling sick at a place other than his/her headquarters shall also be eligible for the same reimbursement.

5.3. Cost of orthopedic appliances, Cost of pacemakers, Cost of artificial valves, Cost of calipers for treatment of polio shall be reimbursed subject to specific recommendation of CMO at Bombay, any other authorised medical officers in other offices of the Corporation.

Outstation cases when advance authorisation is not possible post facto approval shall be obtained from competent authorities as stated above.

6.0. Hospitalisation

6.1. In addition to the reimbursement of medical expenses for outdoor treatment, expenses incurred on hospitalisation shall be reimbursed separately without financial ceiling subject to the condition that hospitalisation is done on specific recommendation of CMO at Bombay and any authorised officers in other offices of the 'Corporation'. Outstation cases when advance authorisation is not possible, post facto approval shall be obtained from competent authorities as stated above.

6.2. For requirement of hospitalisation, the "corporation" shall nominate suitable hospitals at places where the corporation's offices are located within India. A list of such hospitals already nominated at Bombay is given at Annexure 'A'. If a staff member or any of his/her eligible family member is admitted for treatment in a nominated hospital, the 'corporation' shall settle the hospital charges directly in accordance with the staff member's entitlement. If a staff member or any of his/her eligible family member is admitted for treatment in a non-nominated hospital at a place of posting of a staff member, the "Corporation" shall settle the hospitalisation charges directly in respect to hospitalisation of the staff member himself only but charges in respect to hospitalisation of any eligible family member would be first required to be settled by the staff member himself and thereafter the reimbursement of such expenses may be claimed.

6.3. The bed charges during hospitalisation shall be limited as per the details given in enclosed Annexure 'B'. The admissible bedroom charges shall correspond to the charges in force from time to time as per the tariff of Bombay Hospital.

7.0. General Issues

7.1. Staff Members joining the corporation during the course of a year, the ceiling of reimbursement with respect to outdoor treatment shall correspond to pro-rata annual entitlement. Part of the month shall be counted as full month for this purpose.

7.2. Claims of reimbursement shall be passed subject to:

(a) Bill duly receipted, cash memos in respect of medicines/treatment/domiciliary visits are original.

(b) Bills or cash Memos are supported by prescription of registered Medical Practitioner.

(c) The concerned staff member certifies eligibility of family members mentioning name, age, relationship.

7.3. All claims pertaining to medical expenses including bills for hospitalisation in the nominated hospitals, shall be submitted to Personnel Department for settlement in Bombay and Calcutta and to the heads of other offices of the corporation.

7.4. With the introduction of these Rules, staff members at Calcutta and Delhi, Madras or any other office in India shall not be eligible for reimbursement separately with respect to pathological examination, X-Rays, etc. done outdoors.

7.5. The Personnel Department at Bombay, Calcutta and Madras and Head of the other offices of the corporation shall maintain individual accounts of medical expenses reimbursed to each staff member every year.

8.0. Reimbursement for the period from 1-1-1988 to 31-3-1989

8.1. Staff members earlier received an amount of Rs.350/- per annum against reimbursement of medical expenses for outdoor treatment. If actual expenses were in the same range, there shall be no need for making claims.

8.2. Those staff members who have spent more and who are in a position to submit the required documents, reimbursement for the past period shall be made accordingly.

8.3. Other staff members who are not in a position to submit documents, may submit their claims for above said period to the Personnel Department along with the details given in the proforma at Annexure 'C'.

8.4. Claims shall be passed on the following basis:

- (i) Accepted claim amount based on the details given by the staff members (Annexure 'C')
- (ii) Amount paid at the rate of Rs.350/- per annum or pro-rata.
- (iii) Reimbursement made for pathological examination, X-Ray etc. with respect to Calcutta, Delhi, Madras or any other offices in India to staff members.
- (iv) Net payable amount shall be :
 - (i) minus (ii) minus (iii)

9.0. Tenure

9.1. These rules shall come into effect immediately and shall continue and remain in force till 31-12-1991 and thereafter until revised. This rule shall supersede all rules, regulations, orders and instructions issued in this regard.

ANNEXURE 'A'

List of Hospitals Nominated at Bombay Western Suburb

1. Bombay Hospital & Research Centre, New Marine Lines, Near Liberty Cinema, Bombay, Phone No. 297100; 2. Sir Harkisan-das Hospital, Prarthana Samaj, Opera House, Bombay, Phone Nos. 389390/ 389586; 3. Jaslok Hospital & Research Centre, Peddar Road, Bombay, Tel. Nos.4944460/4944466; 4. Breach Candy Hospital & Research Centre, Dr. Bhulabhai Desai Road, Bombay, Phone No. 8223651; 5. Bhatia General Hospital, Tardeo, Bombay Phone Nos. 898197/ 893002/ 894050; 6. Shushurusha Hospital, Ranade Road, Dadar, Bombay Phone Nos. 455250/ 455258; 7. Nanavati Hospital, Vile Parle, Bombay, Phone no. 6123654; 8. Holy Spirit Hospital, Mahakali Caves Road, Andheri (East), Bombay, Phone No. 573733; 9. Yeshwant Hospital, Dahanukar Wadi, Kandivli (West) Bombay; 10. Mandapeshwar Hospital, Gomti Apartment, Near Punjab National Bank, Mandapeshwar Road, Borivli (West) Bombay 400092; and 11. Sharda Memorial Hospital, Waman Rao Sawant Road, Dahisar (East), Bombay 400 069, Phone No. 654785.

Central Suburb

1. Masina Hospital, Byculla, Bombay, Phone No. 8514890; 2. Ashirwad Hospital, Tilak Road, Ghatkopar (East) Bombay Phone no. 5134328 (to contact Dr. Bhaskar P. Shah); 3. Dr. Rao's Hospital, Near Dombivli Railway Station, Dombivli (East) Dist. Thane; and 4. Dr. Bhanushali Hospital, Kaushalya Shivaji Path, Thane (West) 400 601.

ANNEXURE 'B'

The Shipping Corporation of India Ltd.

Re: Gradewise entitlement for Hospital Accommodation for
Shore Staff

Category Staff	Type of accommodation as per standard at Bombay Hospital	Current charges at Bombay Hospital for such accommodation w.e.f. 1-12-1988
(a) Section Heads/ Clerical staff/ Daphtaries	Standard 2nd class accommodation	Rs150/-
(b) Non-Clerical staff	Lower 2nd class Semi-private accommodation	Rs100/-

(Note: Service charges will be in addition to the rates given above wherever applicable)

ANNEXURE 'C'

Claim for Medical Reimbursement

(Applicable for the period 1-1-1988 to 31-3-1989 only)

Sr. No.	Name of patient	Relationship	Age	Sickness details	Period of the sickness	Estimated amount spent for Doctor's visit & medicines
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Total estimated amount spent

I hereby certify the above details. The amounts claimed are the nearest estimated expenditure made by me against outdoor medical treatment for self and my family members eligible for reimbursement

Name of the staff member:

Signature

Employee code no.

Date:

ENCLOSURE II

Leave Travel Concession Rules for Staff Members of Shipping Corporation of India Ltd.

1.0. Title

1.1. These rules shall be called "SHIPPING CORPORATION OF INDIA LIMITED - TRAVEL CONCESSION RULES"

2.0. Objectives & scope

2.1. To provide travel assistance to the Corporation's shore staff members and their eligible family members for visiting their Home Towns / Any place in India.

2.2. Under these rules staff member and his/her eligible family members shall be entitled to Leave Travel Concession in four yearly block as prescribed below. With the introduction of these rules there shall be no need to give declaration by the staff members indicating option either for Home travel to any place in India.

2.3. A staff member is entitled to avail the LTC facility under these rules provided he has been in the regular services of the corporation for a period of at least six months on the date of commencement of journey or the date of confirmation, whichever

is later.

3.0. Concession Blocks

3.1. The first yearly block shall commence from 1-4-1988 and end on 31-3-1992. The system shall then repeat subsequently.

3.2. The four yearly block shall be divided into sub-blocks of two years each. The current sub-blocks are 1-4-1988 to 31-3-1990 and 1-4-1990 to 31-3-1992.

3.3. A staff member and his/her eligible family members shall be entitled to visit in one sub-block of two years to his/her declared Home Town by the shortest direct route by rail in entitled class.

3.4. In the other sub-block of two years in the four yearly block, a staff member and his/her eligible family members shall be entitled to visit any place in India by shortest direct route by rail in entitled class in lieu of Home Travel.

3.5. In lieu of the enjoyment of the LTC facility to any place in India as at para 3.4, a staff member shall have an option to encash this facility restricted to 75 per cent of entitled class rail fare upto 1500 Kms. each way for a maximum upto four full tickets on the basis of certification. Encashment of LTC shall not be allowed with respect to dependent parents. However, they may enjoy the same.

3.6. The LTC facility to any place in India may be availed by a staff member in either the first or the second sub-block of two years of the four yearly block.

3.7. While availing the LTC to any place in India, a staff member and/or eligible members of the family may visit the same place or different places of their choice. The members of the family need not travel together while availing LTC to visit Home Town or any place in India, in the same year of the two yearly sub-block, in which the staff member travels. They may travel either together or separately at different times to different places. When they travel in different groups, at different times, reimbursement of expenses may be allowed in respect of each group provided that the journey of each group is completed within the permissible period for the sub-block.

3.8. The LTC shall be admissible only when the staff member proceeds on regular leave for a period of not less than 5 days. The members of the family may, however, avail the LTC irrespective of the period of leave of the staff member and irrespective of the fact whether the staff member avails LTC or not.

3.9. The concession not availed during any particular sub-

block of two years may be availed before the end of the succeeding year of the next sub-block. However for the current sub-blocks of two years ending on 31st March 1990 the eligibility is extended for further six months w.e.f. 1.4.1990 i.e. upto and including 30.9.90.

3.10. The improved facility may be availed or claims may be made to get the difference in cash, reimbursement on certification for the current block of two years which is extended upto 30.9.1990.

4.0. Definition Of Family

4.1. The family for the purpose of LTC would mean self, wife or husband, fully dependent children and fully dependent parents. Details of fully dependent children and parents shall be given in advance.

4.2. The term 'fully dependent children' includes adopted children if such adoption is legally recognised as conferring on the adopted children the status of a natural child.

4.3. Only one spouse is included in the term 'Family'.

4.4. In cases where both husband and wife are employed in the company, the facility shall be admissible to the dependent parents of either the husband or the wife (but not both).

4.5. Where both husband and wife are Corporation's employees, a couple should be treated as a single family unit and should declare one place as their joint Home Town and the concession for the family would be on the scale admissible either to the husband or to the wife.

5.0. Reimbursement Of Expenses

5.1. The reimbursement of rail or road fare would be to the extent of entitled class railway fare each way.

5.2. With regard to furnishing proof of travel i.e. Railway/Bus ticket number, the date of commencement of each journey and train number shall be required to be given in full in the existing prescribed performa for LTC claim.

6.0. Home Town

6.1. The Home Town means the permanent Home Town or village of the staff members as entered in his/her service record or as declared by him/her on joining the service of the corporation and accepted by the competent authority.

6.2 The declaration of Home Town once made shall ordinarily

be treated as final, but in exceptional circumstances, the competent authority may authorise a change of such declaration, provided that such a change shall not be made more than once.

7.0. Any Place in India

7.1. Any place in India means any place within the territory of India whether on the mainland or overseas.

7.2. In respect of places not connected by rail or located overseas but within the territory of India, a staff member may travel by road/Ship/Air and in such cases the reimbursement shall be of the actual expenses incurred or the calculated railway fare by entitled class for the same distance whichever is less.

8.0. Grant Of Advance

8.1. The advances are granted by the Corporation to the staff members to enable them to avail themselves of the leave travel concession.

8.2. The advance shall be limited to the estimated amount which the Corporation shall leave to reimburse under the rules for journey on both ways.

8.3. When a staff member and eligible member of the family avail the concession separately, advances may also be drawn separately.

8.4. Advance may be drawn upto three months before the proposed date of commencement of the outward journey.

8.5. If the advance is drawn for higher class both the journey is performed by a lower class or if the advances is drawn for certain family members but the actual journey is not performed by all of them, the excess amount should be refunded immediately on completion of the return journey.

9.0. Submission Of Claims

9.1. A staff member availing LTC for either Home Town or any place in India, shall be required to submit his/her claim within one month of the completion of return journey alongwith details of members of his/her family who have performed the journey to and fro, duly supported by proper proof of travel performed i.e., railway/bus/ticket nos., train/bus numbers, alongwith dates of actual commencement of the journeys.

9.2. In case of non-submission of the claim within the stipulated period of one month from the date of completion of journey, the entire amount of advance shall be recovered from the salary of the concerned staff members in the next month.

10.0. Tenure

10.1. These rules shall come into effect immediately and shall continue and remain in force till 31.12.1991 and thereafter until revised. This rule shall supersede all rules, regulations, orders and instructions issued in this regard.



BHARAT ALUMINIUM

Terms of Understanding

1.0 Coverage

1.1 The Agreement will cover all the workmen drawing wages in monthly time scales upto and including the existing scale of Rs. 910-1625 who are on the rolls of the Company on the date of signing of the formal Agreement.

2.0 Duration of Agreement:

2.1 The Agreement will be effective from 1.4.1989 and will remain in force upto 31.3.1994.

3.0 Minimum Wage:

3.1 The minimum wage of workmen as on 1.4.1989 linked with AICPI Number 823 (1961 = 100) shall be Rs. 1,555/- per month consisting of:

Basic Wage	-	Rs. 1,350-00
Fixed Dearness Allowance	-	Rs. 200-00
V.D.A.	-	Rs. 5-00
TOTAL	-	Rs. 1,555-00

4.0 Wage Scales and Rate of Increment:

4.1 The revised wage scales corresponding to existing wage scales shall be as under:

Wage Category	Existing Scales (Rs)	Proposed Wage Scales (Rs)
I	550-11-715	1350-20-1650
II	570-13-765	1380-25-1755
III	630-18-846	1450-32-1866
IV	695-24-959	1525-40-1965
IV-A	695-24-1055	1525-40-2165
V	760-30-1150	1590-50-2240
VI	810-42-1356	1670-65-2580
VII	870-48-1398	1740-80-2780
VIII	910-55-1625	1790-90-3050

5.0 Fixed Dearness Allowance:

5.1 The revised rates of Fixed Dearness Allowance shall be as under:

S.No.	Revised Basic Wages	Revised Rates of FDA (AICPI No: 820) (1960-100)
1.	Upto Rs. 1450	Rs. 200/-
2.	Rs. 1451 - 1525	Rs. 210/-
3.	Rs. 1526 - 1625	Rs. 220/-
4.	Rs. 1626 - 1775	Rs. 240/-
5.	Rs. 1776 - 1925	Rs. 300/-
6.	Rs. 1926 - 2075	Rs. 360/-
7.	Rs. 2076 - 2225	Rs. 420/-
8.	Rs. 2226 & above	Rs. 480/-

6.0 Variable Dearness Allowance:

6.1 The Variable Dearness Allowance linked to AICPI No. 823 (1960 = 100) as on 1.4.1989 shall be Rs. 5. Beyond AICPI Number-820 (1960 = 100), VDA shall be increased/decreased @ Rs. 1.65 per point rise/fall in the quarterly average of AICPI Number (1960=100) as per existing cycles.

6.2 In case the Government of India revises the rates of neutralisation of DA per point in respect of Central Public Sector Enterprises where the rate of Dearness Allowance of Rs. 1.65 paise per point applies at present on the recommendation of the tripartite committee such revised rate of Dearness Allowance and the date of effect as may be decided by the Government will apply to the workmen covered by the Agreement.

7.0 Fitment in the Revised Wage Scales:

7.1 The existing workmen who are on the rolls of the Company shall be granted a minimum Fitment Benefit of Rs. 85/- plus an amount equal to one increment of the corresponding revised wage-scale applicable in each case which shall be added to the existing total emoluments of the workmen admissible as on 31.3.89 in the pre-revised wage structure. The basic wage of the workman shall then be fixed at an appropriate stage in the corresponding revised wage-scale in such a manner that the minimum increase in emoluments is not less than the sum total of Rs. 85/- plus an amount equal to one increment in the revised scale. In case there is no such appropriate stage available in the corresponding revised scale, the pay of the workman concerned shall be fixed at the next higher stage.

8.0 Advance Paid against Interim Relief:

8.1 The advance paid against Interim Relief shall not be recovered. However, it shall be absorbed/adjusted in the 5th year against the increases, which would have been payable but for the extension of Agreement.

9.0 Transport Subsidy:

9.1 As per the existing terms and conditions, the rate of Transport Subsidy shall be revised to Rs. 3.00 per day of actual attendance, subject to minimum of Rs. 45/- per month.

10.0 Night Shift Allowance

10.1 The existing rate of night shift Allowance shall be revised to Rs. 5/- per night shift worked (i.e. shift starting from 2200hours to 0600 hours).

11.0 Mines Allowance:

11.1 The revised rates of Mines Allowance shall be as under:

Wage Category	Existing Rates of Mines Allowance	Revised Rates of Mines Allowance
I	Rs. 46/-	Rs. 58/-
II	Rs. 48/-	Rs. 60/-
III	Rs. 50/-	Rs. 63/-
IV/IV-A	Rs. 55/-	Rs. 69/-
V	Rs. 63/-	Rs. 79/-
VI	Rs. 69/-	Rs. 86/-
VII	Rs. 79/-	Rs. 99/-
VIII	Rs. 86/-	Rs. 108/-

12.0 Washing Allowance:

12.0 The rates for payment of Washing Allowance to the eligible workmen shall be revised from Rs. 15/-, Rs. 17/- and Rs. 25/- per month to Rs. 22/-, Rs. 25/- and Rs. 33/- per month respectively subject to other terms and conditions remaining the same.

13.0 House Rent Allowance at Korba and its Mines

13.1 Workmen will be entitled to HRA at the existing rates of Basic Pay to which they would be entitled as per the wage structure prevailing effective from 1.4.85 subject to a minimum of Rs. 45/- p.m. and a maximum of Rs. 95/- p.m.

13.2 House Rent Recovery

13.2.1 House Rent Recovery from those allotted quarters in the Company's township shall be at the existing rates and will be computed on corresponding pay in the 1981 Wage structure.

14.0 Pension Scheme:

14.1 The question of Pension Scheme for public sector personal is being examined separately by the Government as a matter of general policy. The same shall be introduced in Balco, as finally approved by the Government and date of introduction for the Pension Scheme will be the same as in other public sector enterprises.

15.0 Productivity and Industrial Relations:

15.1 Both the parties recognised that Balco should grow at a faster rate and keep the momentum specially when availability of Bauxite from Company's Own Captive Mines is depleting. The above situation has necessitated further intensification of efforts by both the parties to jointly achieve financial viability of the Company and to also jointly pursue and promote industrial peace and harmony. To this end, Management and the Unions agree to improve utilisation of all human and material resources, to co-operate in maintaining discipline at all levels and to achieve highest efficiency, performance and productivity.

Signed at New Delhi on this day of 19th October, 1989.

SIGNATURE OF PARTIES

REPRESENTING
MANAGEMENT:

(P.S. RAO)
CHAIRMAN-MANAGING DIRECTOR

(O.P. SHARMA)
DIRECTOR (FINANCE)

(B.S. DHILON)
GROUP GENERAL MANAGER (P&A)

(K.K. VOHRA)
GROUP GENERAL MANAGER (F)

(RAJA RAM)

REPRESENTING
WORKMEN:

Bharat Aluminium Mazdoor
Sang (INTUC), Korba

(TARA SINGH VIYOGI)
PRESIDENT

(V.C. OTTALWAR)
VICE-PRESIDENT

(BALESHWAR JHA)
VICE-PRESIDENT

(JAG LAL YADAV)
VICE-PRESIDENT

(SHAMBU YADAV)

CHIEF MANAGER (PERS)

GENERAL SECRETARY

(RAMAN OBEROI)

(BRAHMA SINGH)

PERSONNEL MANAGER (IR)

DY. GENERAL SECRETARY



HINDUSTAN ZINC

MEMORANDUM OF SETTLEMENT ARRIVED AT UNDER SECTION 12(3) OF THE INDUSTRIAL DISPUTES ACT, 1947.

PRESENT: Shri V. Sundaresan
Regional Labour Commissioner (C)
Hyderabad

Name of the parties:

Hindustan Zinc Limited
(hereinafter referred
to as 'Management')

1. Shri V.P. Jaya Kumar
Group General Manager (Personnel)
2. Shri A.K. Bajpai
Superintendent of Mines
3. Shri S.L. Gaplet
Manager (Finance)
4. Shri A.V. Appa Rao
Sr. Administrative Officer.

Representing the Workmen:

Hindustan Zinc Workers
Union (hereinafter
referred to as 'Union').

1. Shri Ch. L. Kanta Rao
President
2. Shri M.H. Prasad
Vice-President
3. Shri P. Devapalanam
Vice-President
4. Shri P.C. Ramakrishniah
General Secretary
5. Shri K. Subba Rao
Asstt. General Secretary
6. Shri B. Narayan
Secretary

SHORT RECITAL OF THE CASE

Besides the general economic demands contained in this Charter of Demands submitted by Hindustan Zinc Workers Union representing the workers of Agnigundala Lead Projects settled vide Long Term Settlement No. III arrived at between the parties in respect of the workers of Agnigundala Lead Project during the course of conciliation proceeding held on 12th Oct. 1989 before Regional Commissioner (Central), Hyderabad the parties initiated mutual discussions on the other demands, but no bilateral mutual agreement could be arrived at. These demands

were also admitted in conciliation by the Regional Labour Commissioner (Central), Hyderabad and after protracted discussions, the following terms of settlement are arrived at:

TERMS OF SETTLEMENT

1.0 VARIABLE DEARNESS ALLOWANCE:

1.1 It is agreed that from 1st July, 1989 the Variable Dearness Allowance will be calculated on the following basis as is being in the case of Officers:

Average of Sept., Oct., and Nov. of previous year	..	Effective from 1st Jan. of next year.
Average of Dec. Jan., and February.	..	Effective from 1st April.
Average of Mar., April and May	..	Effective from 1st July.
Average of June, July and August.	..	Effective from 1st October

1.2 Accordingly with effect from 1st July, 1989 the VDA of the workers will be on the average index for March, April and May, 1989. Thereafter the cycle will be as mentioned above.

2.0 DEATH BENEFIT SCHEME

It is agreed that the workmen will contribute Rs. 3/- per month with effect from 1.1.1989 for improved scheme which is as under.

Age	Benefit in Rs.
Upto 40 years	45,000/-
Above 40 but less than 45 years	40,000/-
Above 45 but less than 50 years	35,000/-
Above 50 but less than 58 years	30,000/-

2.1 When a proper pension scheme is evolved for the families of prematurely dead worker, the contributions from the workers will be credited to the fund and the above benefit will be withdrawn.

3.0 AMENDMENT IN PROMOTION RULES:

3.1 All vacancy based promotions in non-technical posts will be given effect on two dates only viz., 1st January, and 1st July.

3.2 It is agreed that with effect from 1.1.1990 the effective date for time scale promotion in Technical disciplines will be 1st April

and 1st October respectively instead of three dates viz., 1st January, 1st May and 1st September.

3.3 As agreed earlier, in the Recruitment/Promotion rules henceforth Merit promotion wherever applicable, shall be implemented. It is also agreed that Management shall keep roaster of Merit promotions.

3.4 It is agreed that the type of test/interview being conducted for granting promotion in various categories of workmen shall be made more objective.

3.5 It is agreed that the proposal of the Union for raising the age limit for fresh recruitment will be discussed after collecting information from various sources.

4.0 UNDER GROUND ALLOWANCE/CRUSHING ALLOWANCE:

4.1 It is agreed that employees working underground will be paid underground allowance at the rate of 20% of their revised basic pay minus Rs. 250 w.e.f. 1.1.1989.

4.2 It is agreed similarly that existing crushing allowance will be paid at the rate of 10% of the revised basic pay minus Rs. 250 w.e.f. 1.1.1989.

4.3 It is agreed that underground/crushing allowance will continue to be treated as part of pay for all purposes including Gratuity; Provident fund, Overtime payment, Bonus etc.,

4.4 It is agreed that workers engaged on trial and probation against Cat. I posts will be paid underground allowance as under:

Rs. 110 p.m.	..	First six months
Rs. 165 p.m.	..	Next six months

4.5 It is agreed that the workers engaged on trial and probation will be paid crushing allowance as under:

Rs. 55 p.m.	..	First six months
Rs. 82.50 p.m.	..	Next six months.

5.0 ADHOC UNDERGROUND ALLOWANCE FOR THE PAST PERIOD:

5.1 It is agreed that the underground workers will be paid adhoc underground allowance of Rs. 35 per month in addition to the lump sum of Rs. 65 w.e.f. 1.1.1987 to 31.12.1988.

5.2 It is agreed that adhoc underground allowance will attract consequential benefits of Provident Fund, Gratuity, and workmen's compensation.

5.3 It is agreed that the overtime arrears on adhoc underground allowance of Rs. 35 for the period from 1.1.87 to 31.12.88 will not be paid to the workers and the same will be credited to

the welfare fund of the respective unit to which the workers belong with matching contribution by the Management.

6.0 OVERTIME ARREARS

6.1 It is agreed that workmen will be paid arrears of overtime on interim relief for the period from 1.1.86 to 31.12.88 if the same has been paid either by SAIL or CIL or BHEL. If payable disbursement will be made by 31.12.89.

6.2 It is agreed that the arrears of overtime on lump sum Rs. 65 per month for the period from 1.1.87 to 31.12.88 will not be paid to the workers and the same will be credited to the welfare fund of the respective unit to which the workers belong along with matching contribution by the Management.

6.3 It is agreed that overtime arrears for the period from 1.1.89 to 31.10.89 will be disbursed latest by 31.12.89.

7.0 GENERAL

7.1 It is agreed that the workers will be paid bonus on interim relief for the period from 1.1.86 to 31.12.86 if the same has been paid either by SAIL or CIL or BHEL.

7.2 It is agreed that the lump sum of Rs. 65/- per month payable to the workers for the period 1.1.87 to 31.12.88 will attract consequential benefits of Provident Fund; Gratuity; and Workmen's Compensation.

Dated

12 October 1989.

