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RECENT WAGE AGREEMENTS

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COLLECTION OF
MAJOR WAGE AGREEMENTS
DURING 1978-80
IN PUBLIC AND PRIVATE SECTOR
INDUSTRIES AND UNDERTAKINGS

AITUC PUBLICATION

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FOREWORD

In the course of last two years a number of wage agreements have been signed—mostly through Bi-partite negotiations at national industrial level. In the course of some of these, agitations of various types (including strikes) had taken place often during negotiations. One of the major constraints had been the Bhoothalingam Study report which, though not accepted by any Govt. was being implemented by the Finance Ministry of the Government of India through the Bureau of Public Enterprises. Not only laying down certain guidelines, but insistence on discussions prior, during and even after what was called informal agreements or initialing of Bi-partite agreements by the employers, particularly of Public Sector Employers—and the veto right exercised by the Bureau of Public Enterprises caused these agitations. There are industries and services where agreements are still pending because of this interference of the BPE.

Since independence, wage fixation procedure had undergone a lot of change. From employers deciding wages unilaterally in a market of millions of unemployed people, with the Minimum Wages Act, 1948, Government acted to fix up statutory minimum wages in certain industries. With the concept of minimum wage, Fair wage and living wage after the report of the Fair Wages Committee and particularly fixing of a minimum wage of Rs. 30/- p.m. for twenty lakh Central Government Employees (including industrial workers of Railways and Defence Factories) by the First Pay Commission in 1947, a new era started. In the fight against some of the injustices, meted out by Pay Commission, Central Government Employees, who now number above 30 lakhs united in a loosely co-ordinated body resorted to two glorious struggles in 1960 (from July 12 to July 18) and on September 19, 1968.

Adjudication machinery provided for in the Industrial Disputes Act, 1947 and the Tribunals fixed wages in several cases and the courts attempted to lay down some guidelines.

Still Fair and living wage seemed a far cry. Real breakthrough came in the Tripartite Agreement of 15th Indian Labour Conference in the year 1957, which laid down an agreed formula to quantify 'need-based minimum wage' and also decided to make workmen party to determine wages along with the employer and independent agencies set up by the Government (Chairman and some Members) through Tripartite Wage Boards. These Wage Boards, though could not give need based wage in any industry because one of the conditions, viz., capacity of the employer to pay always came in-between, did commendable work in bringing uniformity in wages in some industries. Subsequently employers started using these wage boards for delaying wage fixations, using their 'capacity to pay' to deny even justified increases and in some cases even not implementing the wage board recommendations.

Bank employees had their first bi-partite settlement on industry basis in the year 1966.

Steel workers had their first Bi-partite Wage Negotiations in the year 1969 at industry level. Three national Trade Union Centres, viz., INTUC, AITUC and HMS and the recognised Trade Unions of plants were represented on the workmen side and Public and Private Sector employers on the Employers' side.

By now this pattern of Bi-partite settlement of industry-level and sometimes at undertaking level had become common, except in the case of journalists and non-journalists who have reverted to Wage Board pattern because of delaying and non-co-operative attitude of the employers. Even Central Government employees do not now prefer a Pay Commission and discuss their problems in Bi-partite meetings of Joint Consultative Scheme (though with some restrictions).

Though the manner of representation on the Bi-partite Committee varies from industry to industry, this pattern has come to stay. Better and more co-ordinated functioning of workers group will further improve the efficacy of collective

bargaining. In this respect clarification and agreement on some of the points raised by the Government/employers in wage negotiations will help the workers group in the process of collective bargaining. Some of these issues were also raised by the S. Chakravarty and Bhoothalingam Study Group Reports and others by the labour economists. They are:

1. Has the need based formula of 15th Indian Labour Conference become obsolete?
2. Is it possible or desirable to have a national minimum wage?
3. Is the organised sector of working class a privileged class?
4. Does this wage-increase in any way affect the agricultural workers and/or the unemployed in the society?
5. Does wage increase of industrial workers affect prices?
6. Is it possible or desirable to have a common or similar neutralization of Dearness Allowance formula?
7. Should or can the wages be linked to production and productivity?

Need based wage has been described as one that is a little above the poverty-line. It does not take into account all requirements of human beings but just the things to subsist. Even the calories recommended by Dr. Ackroyd have been brought down from 3,000 to 2,200 calories. The National Labour Commission recommended its revision under pressure from the employers and the Government (at the time of the Second Pay Commission when the Finance Minister stated that it is not bound by the 15th I.L.C. norm of need-based minimum wage) but workers' representatives did not agree to it. None of the recommendations of the National Labour Commission could be implemented. This formula is not fully satisfactory from the workers' point of view. It was decided in the year 1957—more than 23 years ago. Since then national income, per capita income had increased and even the pattern of living and spending has undergone change. Yet since there is no other formula agreed upon by employers and the Government and the fact that even now in most of the industries the need-based minimum wage has not been paid, this can be the only valid basis for fixing wages. The

directive principles of the Constitution lay down payment of living wage as the guideline for the governance of the country, but no where it is in sight after 33 years of independence.

Is it possible or desirable to have national minimum wage?

A national minimum wage is possible only in a Socialist Society. It is feasible only in an economy which is centralized and the State has done away with the exploiting classes. There also in different industries or between agricultural and industrial workmen differentials exist but every worker is assured of a minimum wage, below which none can be employed.

In a capitalist society, with the motive of more and more profits and stages of development differing too much, fixation of a national minimum wage always presents a difficulty. Naturally if a national minimum wage is to be fixed it should take into account agricultural workmen and daily-rated workmen who are paid much less than workmen in an organised industry. Therefore, as the Bhoothalingam Study Group Report has for the first time quantified the figure of national minimum wage, it is too low and not acceptable to industrial workmen. Even in agricultural sector and also in certain industrial sectors, even when minimum wage is fixed, its implementation has been an insurmountable problem.

Therefore, while it will always be desirable that a national minimum wage, below which no one is paid and if that wage cannot be paid, no vocation be allowed to exist, is fixed and also a decision is taken to set up a workable machinery for its implementation, care will have to be taken that the organised industrial workmen do not suffer and that it is not used against the wage-revision.

Is the organised sector of working class a privileged class?

It is being said more often, not only by the employers in private sector but also by the Government and a section of intelligentsia that the organised workers are receiving a huge pay packet and their periodical upward revision is affecting the whole economy, other sections of unorganised workers, especially agricultural workers and the unemployed.

This is not a new argument and the exploiting classes and their economists have been putting it forward often and over. The National Labour Commission, presided over by Justice Gajendragadkar observed that "increase in money wages of industrial workers since independence have not been associated with a rise in real wages, nor have these been commensurate with the improvements in productivity. Wage costs as a proportion of total costs of manufacture have registered a decline and the same is true about the workmen's share in value added by manufacture". The conclusion has been arrived at after deep study.

Shri Bagaram Tulpule, former General Secretary of H.M.S. in his third Ajit Bhagat Memorial Lecture in 1989, referring to Dr. B. K. Madan's criticism in this respect, mentioned that "even taking into consideration, average of *all* workmen, the real wage during the period 1951 to 1970 has risen by 1.6 per cent as against 1.5 per cent average rate of increase of per capita national income in the country at 1951 prices. Even here the rise and fall has been erratic—sometimes going up and at others going down the average per capita income. Even this does not show that industrial worker has fared too well or much better than the national per capita income."

He further elucidates:

"When a variable behaves as erratically as the real wage has done, it should also be noted that the picture presented by the index of it could change materially if the base or the end point of the series is altered. I am not suggesting that Dr. Madan has deliberately chosen a base to present a certain kind of picture. But the fact remains that if the base of the series is taken at the year 1952 instead of 1951, the rise in real wages would have been found to be only 25.1 per cent in 19 years instead of 35.3 per cent in 20 years and the annual average compound rate of increase would be only about 1.1 per cent. The rise in the national per capita income during the same 19 years would be 31.3 per cent at constant prices, that is, at a compound rate of 1.4 per cent per year, significantly higher than the rate of rise of real wages. Similarly, if the series had been taken upto only 1969 instead of 1970 the rise in real wages since 1951, i.e., in 19 years, would

have been found to be only 28.3 per cent, while that in the national per capita income over the same period 30.5 per cent. To avoid these kinds of variations due to the erratic fluctuations in a variable, it is customary to take rolling averages rather than make a point to point comparisons, as Dr. Madan has himself done in discussing some other trends but not for the real wage series.

“The other conclusions of the National Commission on Labour, Dr. Madan has not been able to question, for he has also found that the share of labour earnings in the value added by manufacture has fallen steadily from 45.1 per cent in 1951 to 36.8 per cent in 1970. He also agrees that the index of labour productivity derived from the value added at constant prices per worker per year, has steadily increased to 226.3 on the 1951 base and that this rate of increase has been much steeper than that of real earnings, the index of which stood at 135.3 in 1970 on the 1951 base. Dr Madan, of course, attributes these trends to the technological advances made by industry. If the implication of this is that increase in productivity—however that much bandied about but difficult to measure variable is defined—due to advances in technology need not lead to higher real wage earnings or even a stable share to workers in the value added by manufacture, it raises highly interesting issues which I shall come back to a little later.

“But for the present, let us see what picture emerges if we extend Dr. Madan’s series beyond 1970. Real wages are found to have behaved even more erratically during 1971-75, than during the earlier period. Continuing with 1951 as base, the money wage index rose from 288.5 in 1971 to as high as 487.0 in 1975; but the index of real wages which stood at 135.3 in 1971 rose by about 4 percentage points upto 1973, fell steeply to 123.1 the next year and recovered to only 130.9 in 1975. Taking 3-year averages to minimise distortion due to sudden fluctuations in particular years, the average index of real earnings for 1951-53 stands at 105 and that for 1973-75 at 131. This is an increase of 24.8 per cent over the 1951-53 average, in a period of 23 years, a compound rate of just below 1 per cent.

“The national per capita income at 1951 prices also fell by

3.8 percentage points from 1970 to 1974, but recovered to 139.4 in 1975. Again taking 3-year averages, the index of per capita income for 1951-53 at 1951 prices comes to 102.8 while that for 1973-75 to 133.9, a rise of about 30.2 per cent over these 23 years.

“These figures clearly show that rise in the real wages of workers computed on the basis of the data published in the Census of Manufactures and the Annual Survey of Industries, has been exceedingly slow and discontinuous, rising and falling at different times, showing an overall increase of 24.8 per cent in 23 years which is distinctly lower than 30.2 per cent rise in the national per capita income during the same period.

“The value added per worker by manufacture at constant prices showed a shortfall in 1971 to 1973 but recovered during the next two years, its index with 1951 base, standing at 227 in 1975 which was almost the same as in 1970. The average index of value added per worker at 1951 prices was 107.7 for the 3-year period 1951-53 and 224.6 for the 3-year period 1973-75, showing a rise of 108.5 per cent on the 1951-53 level during a period of 23 years. The average compound rate of increase of labour productivity in terms of value added per worker at constant prices thus works out to about 3.1 per cent/year.

“The value added per worker by manufacture at a constant value added by manufacture averaged 49.9 during the 3-year period 1951-53. This fell to an average of 32.5 during 1973-75.

“The average annual earnings of factory workers in 1975 at current prices was Rs. 4,301. Taking the average working class family to consist of 5 members of whom an average of 1.2 may be taken as earning members, we get a per capita income of about 1,032 per year for industrial workers in 1975. The national per capita income in that year was Rs. 1,020. It is true that in addition to their wages, industrial workers also get certain fringe benefits. As against that, it must be remembered that the industrial workers' earnings are for full-time work in an organised environment and at fair level of technology. Considering all these factors, the average earnings of

industrial workers can hardly be considered to be out of line with the per capita national income of the country as a whole.

“The actual earnings of workers should also be compared to the need-based norm. According to the 15th session of the I.L.C., permit me to repeat, the need based minimum wage is something the workers are entitled to get. The National Commission on Labour asserted that that is the level of wage to which every employee in organised industry has a claim, although it was felt that the actual attainment of that level would depend upon the capacity of the employer to pay. Without going into the controversy whether the employer's capacity to pay should or should not be a factor in the grant of the need-based minimum wage, which by definition, is need based, the extent of attainment of such a wage would be a useful indicator of how well a worker can meet the requirements of his family and how far he can become privileged or pampered.

“The quantification of the need-based minimum wage in terms of money has itself been far from simple, and even the need-norms, especially that for nutrition, as mentioned earlier, have been watered down at times. The National Labour Commission did not itself try to compute the value of the need-based minimum wage. It has, however, referred in its report—without accepting it—to a computer calculation made by the Indian Social Institute. This calculation used the linear programming method expressly intended to compile the least-cost food basket to meet the minimum nutritional needs of an adult worker. Neither the food basket so compiled nor the figure of minimum wage arrived at on that basis was considered acceptable by the Trade Unions. That calculation placed the value of the need-based minimum wage in 1967 at figures ranging from Rs. 156 to Rs. 227 per month for different centres. Using this computation as one, though not an accepted, frame of reference, and taking an average of Rs. 200 per month for the need-based minimum wage according to this frame at 1967 prices, the corresponding figure at 1975 prices would be approximately Rs. 375 per month or about Rs. 4500 per year. While this is one diluted estimate of the minimum to which every worker is supposed to have a claim, even the average

earnings of factory workers during that year according to the Annual Survey of Industries, were only Rs. 4301 per year, i.e., about Rs. 200 per year less than the need-based minimum. The minimum earnings was, no doubt, much less than the average.

“From the above analysis of the available statistics about the manufacturing sector, certain facts stand out. Let me sum them up:

- i) Even the average wage of workers in 1975 had not come up to the minimum need-based level even according to diluted nutrition standards adopted for the computerised calculations; the minimum was of course, far lower.
- ii) The average real wage of workers has been rising and falling since 1951 and the overall average rate of increase upto 1975 was barely more than 1 per cent per year. This rate of increase was distinctly lower than the rate of national per capita income at constant prices over the same period.
- iii) The average per capita income of worker families was only marginally higher in 1975 than the national per capita income in that year despite the fact that in the manufacturing sector the income is for full time work and that the productivity of labour is relatively higher due to the higher level of technology and organisation.
- iv) The productivity of labour in terms of value added by manufacture per worker at constant prices has risen at an average compound rate of over 3 per cent per year over the period 1951 to 1975. During the same period, real earnings of workers rose by only about 1 per cent per year.
- v) The earnings of workers at a proportion of the value added by manufacture have fallen from a little below 50 per cent in 1951-53 to about 32.5 per cent in 1973-75.

“What do these facts indicate? Do they show that industrial labour has become a monopoly dictating its own price and exploiting the unorganised sector? Do they show that workers have appropriated for themselves a disproportionately larger share of the national income or even of the industrial product? Do they justify the off-repeated assertion that wage increases in the past have been a major factor in pushing up production costs? Do they suggest that the earnings and other benefits accruing to workers have gone totally out of line with the national per capita income and that these have contributed to the dire poverty in the country as a whole? Do they indicate that the workers’ claims have slowed down the growth of the country’s economy? The answer to all these questions has to be an emphatic ‘No’.”

Does wage-increase in any way affect the agricultural workers and the unemployed in the society?

The National Labour Commission has nailed down another lie by its study and conclusion that ‘the disparity between industrial and other workers may not be due to the fact that the former are disproportionately high, but because the latter are disproportionately low’.

It is an accepted fact of history that wages in any sector in India have not gone up by themselves. Workers have organised themselves, fought and sacrificed before the wage revision could be obtained. This process continues even now. Agricultural workers will also have to follow the same path and in fact, they are doing it. To the extent they are organised, they obtain in season, even a little more than the barest minimum fixed by the State Governments. Governmental machinery to ensure implementation of the minimum wages is hopelessly inadequate. Two things are standing in their way: Remnants of feudal relations in villages and caste system (most of the agricultural workers are Harijans or of backward classes) still hinder the organisational progress. Weakness of Kisan Sabhas, left party organisations and lack of trade union solidarity make the task still more difficult. Yet these aspects are now known and some conscious efforts are being made by the concerned organisations in this direction. Tax on agricul-

tural income and spending part of the amount in implementation of measures for ameliorating the lot of agricultural workers and the organisation of agricultural workers on trade union basis will also be helpful in many ways.

Unemployment is a disease of capitalism. In fact capitalist class needs it to obtain cheaper labour, though it sheds crocodile tears on it.

Facts do prove that lack of wage increase which results in profits going up does not automatically mean more investment in the country and thus creating more employment-avenues. Even when profits are rising, capitalists go on complaining of lack of proper atmosphere and facilities for more and more investment in the country. In fact in the past two decades or so, even Indian employers are preferring to invest in foreign countries, where with cheaper labour etc., they earn still higher rate of profits.

Uncarthing of huge black money, stopping of evasion of taxes by the big-wigs and more production with higher wages will help the country much more than restriction of wages.

Does wage increase of industrial workers affect prices?

Price in a capitalist society have no relation with wages. They are based on supply and demand. Sometimes even scarcity is artificially created by with-holding stocks, hoardings and black-marketing. Thus often agricultural or industrial produce, even when the crops are good and production is up, are either scarce in the market or the prices go up.

Wage component of the workers in industry, has, of late, been going down as is shown from the table below:

<i>Year & Sector</i>	<i>Compensation of employees , (%)</i>	<i>Profits and dividends (%)</i>
I. Organised Sector:		
1970-71	71.2	16.9
1974-75	69.3	19.2
1975-76	70.3	18.3
1976-77	66.4	21.3

II. Public Enterprises (Excluding Administrative Departments):

1970-71	71.2	9.5
1974-75	73.5	11.2
1975-76	71.0	13.3
1976-77	64.2	17.8

III. Private Enterprises:

1970-71	60.8	28.3
1974-75	54.0	33.5
1975-76	57.8	30.7
1976-77	56.2	33.0

(Source: Reserve Bank of India Bulletin—July '79 p. 449)

Wage of workers have got no relation to the sale price in the open market, leave aside black market prices.

When the prices of the machinery, fuel, power, transport or raw material go up, the cost of the end material goes up irrespective of the fact whether wage revision takes place or not. In a period of 4 years wage-agreement, while wages remain static, the prices of the products are constantly changing.

Petty shop keepers do raise prices in certain areas or cities where workers or employees predominate, when there is wage/d.a. revision but it is because of their habit of earning more profits (even though the cost of their product produced months or years before) remain the same. It has nothing to do with the wage-revision of say, Government employees. Nor is it a fact that they wait for raising the prices only when such revision takes place. In fact this rise is in addition to the usual rise in the prices of products determined by the producer or wholesaler and is sheer profiteering, which the Government is unable to put a stop to. On the contrary, for the purpose of denying due wage/D.A. revision this argument is thrown against employees.

Rise in wage of the working class is often said to create inflation. This is also completely wrong. In a society plagued by inflation and sometimes deficit financing, wage-rise may, in a very insignificant way, raise the tendencies but it is totally

incorrect and wrong to attribute the wage rise as the cause of it. If the real causes are not touched, inflation cannot be fought by stopping wage rise. It will only cause avoidable sufferings of the element whose labour power is responsible for more production and thus fight inflation to an extent.

There has been no wage revision of the Central Government Employees since 1973 after the Third Pay Commission, but inflation has been mounting every year.

In India the existence of increase of black money to the tune of thousands of crores of rupees as exposed by Wanchoo Committee and others is one of the serious causes of inflation. Economic links with capitalist countries suffering from inflation also have its effect.

A big draw on resources on account of payment to be made for purchase of crude oil and its rising cost does tend to create inflationary tendencies.

Is it possible or desirable to have a common or similar neutralization of dearness allowance formula?

We have discussed earlier that the cause of rise in prices is never the workers' wages. Workers produce and give its surplus to the employer. Marketing or trade and its retail sale is generally with private commerce. Even in Public Sector—say pharmaceuticals, some of the products are produced in public sector and sold to private sector, for marketing a patent medicine and organise its sale. Thus to put responsibility on the workers in any way for price fluctuations is totally wrong.

What we call dearness allowance (this system introduced during II World War has remained with us though in many countries it has been abolished) is the element of money with which purchasing power of the wage-amount is tried to be retained fully or partly. It has therefore to be linked with basic wage.

There are various forms of D.A. formula in our country:

Percentage increase is the best and gets maximum neutralization to all categories. Even this percentage often does not give full neutralisation and it varies from low paid employees to the clerical and technical personnel.

The common method is neutralization based on some figure linked with the minimum wage of the lowest category only. For all employees this is then uniformly applied. This method in due course reduces the wage-differentials among various categories like unskilled to semi-skilled, semi-skilled to skilled and so on, resulting in disincentiveness.

In some others there are slabs of pay-scales and percentage is fixed for neutralization.

Except for textiles in Bombay and Ahmedabad, where the adjustment is monthly, in general it is once in three months. In the case of Government employees it is based on the 12-month average of 8 points of Consumer Price Index of 1960 base and for State Government employees, on ad-hoc basis. Unorganised sector have no D.A. separately nor any fixed formulae.

Dearness Allowance is adjusted—either quarterly or yearly after the prices go up or go down, and therefore is not responsible for either inflation or price-rise. According to *The Economic Times Research Bureau*, the purchasing power of the rupee has gone down to 28 paise in 1979 from 30.4 paise in the year 1978.

By not giving full neutralization to a worker, his real wages or purchasing power goes down and he is to suffer privation and to an extent starvation as certain social responsibilities get priority in life. The tension and lack of nutrition is bound to affect his health and productive capacity, sometimes reducing his life-span.

Unless the principle of same wage for same type of work in all industries and services is implemented fully, any suggestion for same or similar formula for D.A. is bound to adversely affect this full neutralization scheme.

It is said that certain pay categories have some cushion and therefore percentage of neutralization in their case should or can be lower than full. This does not stand to reason now, when rise in prices has been a continuous process, for more than 3 decades, with no chance of prices coming down and that affecting skilled workmen or workmen doing non-manual work. The cushion, if any they had, had already vanished and

along with reducing their wage-differentials is causing their pauperization!

Restriction of rate of d.a. neutralization to Rs. 1.30 per point of C.P.I. recommended by the Bhoothalingam Study Group Report and religiously followed by the Government of India, through Bureau of Public Enterprises, to the extent of coercing the workmen (in port and dock, copper mines, oil-fields, etc.) to accept it, to say the least is another way of wage-freeze. While Banks and oil workmen succeeded in retaining and only retaining their D.A. formula (though basic wages have gone up) all other bi-partite wage agreements have forced this formula of D.A. neutralization, irrespective of their basic wage. This means that the concept of full neutralization is being denied. The excuses are the same that it causes inflation. Earlier this fallacious argument is thrown overboard the better. A united struggle by Public Sector units will have to be waged for it.

Should or can the wages be linked to production and productivity?

Production depends upon several factors, over and above the labour power. These are all not within workers' control. Raw materials availability, availability of transport and power, conditions of machinery, management and market conditions all affect production and productivity. Then the producers for various reasons of internal/international market or other conditions, decide the rate of production—sometimes going up and at others, bringing it down. Technological conditions also decide not only production/productivity but also profits. Then this differs from factory to factory in the same industry or also region.

In certain public and departmental sector industries, the prices are controlled by the Government, which is stated to be in the 'national interest'. Similarly as in coal often production is brought down for various reasons, why should these policy decisions affect the wages of the workers in a particular industry, when prices of essential articles are going up and his already depressed standard of living needs going up.

Worker is selling his labour power to earn livelihood for

himself and family. How can he contribute or control all these factors to earn the *need-based minimum wage*? Can he risk his life or that of his family for failure of any of these factors?

It is said that in socialist countries wages are linked to production/productivity. And so why not in our country?

In socialist countries, living wage is being paid and all social services arranged. Also with the central planning, national minimum wages, below which no one can be paid, exists. Workmen are paid for their basic necessities irrespective of the above-mentioned factors. Target of the work is fixed by the workers' representatives and Unions supervise work ensuring that over-work and fatigue situations are avoided. Prices are stable or go down while wages go up. Medical and certain other facilities are free or are available at cheaper rates. And inspite of all that target of work linking with more wages is fixed jointly with union's representatives ensuring that it is reasonable and attainable.

With all these pre-conditions being fulfilled, linking income of workers with production does not create any hazard. This situation cannot and does not exist in capitalist society.

Is it possible in our circumstances?

Piece-rate system and what is termed as 'payment by results' in our country have often created more problems than solved. Workers now ask for monthly wages because even with over-time work, it is not always possible to earn decently. Besides, there are problems of supply of inputs, power etc.

This is the method by which the employer wants the workers to remain at his complete mercy.

Even then it has been proved as mentioned earlier that when production/productivity has gone up, wages have not kept pace with it.

It is often said that the rise in production/productivity has been due to technological improvements and not because of workers' contribution and therefore workers are not entitled to its gain. But does it mean that, in Western countries, Japan or in U.S.A.,—countries with which we are often compared

with in respect of production have increased it by their more manual labour and not due to technological progress?

One of the reasons for linking wage to production is also said to be fighting inflation. We have discussed above in greater detail that this argument is without any basis.

When all the above factors are favourable, production is rising. In recent period it is power which has been a big constraint in restricting production and not workers.

Workers' wages which are not even need-based are not responsible for the present trend in production/productivity.

Many interests are working for a national wage policy, sometimes with the ulterior motive of restricting wages and serve employers and others, giving a feeling that as in every other thing why can't there be a national wage policy? There are some who feel that they can really serve the working class by evolving a national wage policy. As one ex-Minister of a State Government once remarked in the Indian Labour Conference, if there can be so many national things, including a national bird, why not a national wage policy and a national minimum wage.

Even in developed capitalist societies and countries we do not know if there is a national wage policy. By its very nature the capitalist class wants anomaly in wages so that its exploitation with the purpose of higher rate of profit continues. However, the working class through its continued struggle wants to bring some order in this anarchy with the slogan of equal pay for similar work, equal pay for equal work to women, living wage, social security benefits (E.S.I., E.P.F., Gratuity, retirements, medical, housing etc.), full neutralization in case of rise in prices of essential articles, public distribution system of essential articles of life and things of the like.

In the system of planning as was attempted in our country also in the Second Five Year Plan, some of the things became possible through need-based wage formula, Industry-wise Wage Boards and the Bi-partite Wage Negotiating Committees and social security laws.

Contradictions of capitalist system, uneven laws, labour being treated as 'State subject' with uneven developments in

States has pulls in different directions. In the past whenever Central Government wanted to make a unitary labour law, the forces through State Governments and employing ministries always acted in differing directions and it did not succeed. Uneven and contradictory pulls draw them in different directions.

And what can perhaps be agreed by them, i.e., the lowest common denominator will be a too retrograde step. This happened when, during the Labour Ministership of late Shri R. K. Khadilkar and Shri Ravindra Verma, attempts were made for a Central Trade Union Law and both were opposed by the entire trade union movement and therefore had to be dropped. Shri Raghunatha Reddy also tried his hand in this but his draft did not see the light of the day. Such attempts in future are also not ruled out.

The working class should continue fighting for:

1. We must carry our scientific idea regarding surplus value to the trade union movement and the workers. We reject the wage price-spiral theory—a theory to justify wage freeze. Inflation is not due to rise in wage or D.A.

2. United movement for upward revision of wages and for D.A. with full neutralization, to all workers should continue.

3. While need-based wage according to 15th Labour Conference is our immediate goal, working class has to achieve living wage.

Employers are pressing hard for some sort of wage-freeze policy, whatever be its nomenclature.

In this, certain policies of the Government have to be fought which will be a political battle. Workers have to be prepared for that.

4. More and more recourse have to be taken to Bi-partite wage negotiations for smaller period as against the demand of the employers for longer period. Changes in the economy and various factors are so rapid that long term agreements often cause stalemate and results in erosion of real wages.

The workers group in the Bi-partite negotiations have to function more co-operatively rather cohesively than at present, relying on study of industry and comparing various agreements, amenities and benefits. Workers should not fall a prey to short term gains as against long term benefits as also certain

ideological policy matters. While being flexible in negotiations, certain principles should not be given up.

5. In the immediate period, rate of neutralization is to be given top priority over just rise in minimum wages. Status quo in the D.A. rates causes erosion of real wages, even if minimum wages go up.

6. The interest of new workers and the existing employed workmen have to be balanced and one need not be sacrificed for the other.

7. United negotiation team is no substitute for recognition of trade unions. Our struggle for secret ballot for recognition of Trade Unions should continue.

8. There is wide scope for increased social security and other fringe benefits to be given to the workers. These should be obtained.

9. Struggle of agricultural workmen should be supported actively by the Trade Unions of organised sector. It is in their interest that agricultural workers come up on trade union lines and raise their standard of living. Solidarity action on wider and deeper scales are very necessary.

10. Housing for employees is one of the serious problems and should be insisted upon.

11. Equal pay for equal work for women has to be implemented, along with benefits like Maternity Act and creches and trade unions should have separate committees to deal with the problems of working women and for drawing them into the organisation.

12. Organisation of young workers and in these agreements to provide for facilities of recreation for them should not be neglected. Trade Unions or elected committees should take charge of it and not leave it to bureaucracy.

13. Bi-partite forum of wage negotiation committees have been entrusted to discuss problems of the industry also by some of the public sector employers. We should participate in it actively and not just to hear reports. We should intervene to make managements safeguard national interests, reduce bureaucratism, arrest corruption. At present it is mostly one sided affair; Union representatives asking one or two ques-

tions allowing management to do whatever they like. It is mostly because of our ignorance of the intricacies of the industry, and also partly because we are more concerned with wages or cases of victimization than the running of the industry. Some unions utilize it for some sort of favours also from employers which in turn is bound to boomerang on them somewhere sometime.

14. There is also a danger of the creation of a new bureaucracy among trade unions in these bi-partite forums. Constant vigil, and criticism wherever necessary, and functioning of trade union committees is essential. While keeping continuity which is useful, new persons should also be trained and ways and means found to change negotiating personnels and train younger cadres.

We shall feel satisfied if this publication helps in the above objectives.

New Delhi,
Dated: May 15, 1980.

K. G. SRIWASTAVA,
General Secretary,
All India Trade Union Congress

PREFACE

This volume is a compilation of recent agreements concluded during 1978-1980 in various industries and undertakings both in the public and private sectors. The number of agreements included may not be exhaustive, but they give indications of the trends of wage revisions brought about in major industries and industrial undertakings. All major agreements in the public sector undertakings like Bank, Steel, BHEL, Coal, Indian Oil, Port & Dock, ONGC, Hindustan Copper, NMDC, etc. are included, besides the public sector undertakings of Bangalore.

During last year major longdrawn strike struggles took place in Jute and Cotton Textile industries in various states leading ultimately to agreements for wage revision.

The public sector workers had to face stiff opposition and interference of the Bureau of Public Enterprises (BPE) in coming to a satisfactory settlement. The BPE's arbitrary guidelines not only sought to freeze the rate of Dearness Allowance to Rs. 1.30 per point but also to impose unilateral ceiling on general wage increment. Public sector workers have been able to defeat the attempt to impose an arbitrary ceiling, but could not break through the freeze on the rate of DA.

In the name of so-called national policy, the BPE not only refused to make any upward revision of the rate of DA, but made determined efforts to reduce the rates which were higher in Banks and Indian Oil. The BPE could not, however, fully succeed in its efforts. The BPE's bid to level up the rate of DA is still continuing in respect of all pending agreements wherever the existing rates are higher.

It will be found in almost all the agreements of public sector industries in the clause dealing with variable DA, the managements (under advice of the BPE) have put forward the argument that the rate of DA at Rs. 1.30 per point is a 'national

policy' and therefore cannot be increased. Trade Unions have not been party to any such so-called national policy. In some of the agreements in Karnataka State in private sector companies, the rate of DA is much higher than Rs. 1.30 per point. Even the Kanpur textile agreement provides for a rate of DA at Rs. 1.35 per point covering NTC mill also at Kanpur.

To unions conducting negotiations and entering into fresh agreements on wages and other allied matters, the agreements included in this volume will provide some guidelines with regard to the following special aspects:

- (a) The total minimum wage.
- (b) Scales of pay for different categories, span of scales and the incremental rates.
- (c) Relation between Basic Pay and DA. In the past there used to have a minimal basic and a much larger portion of pay packet as DA.

The position has now changed by means of merger of a portion of DA with basic wage, which will accrue some consequential benefit in respect of items on which payment is calculated only on the basic.

- (d) Variable DA, the rate of increase or decrease DA and the DA formula.
- (e) Method of fitment in revised scales of pay
- (f) Fringe benefits like house rent allowance, transport subsidy, shift allowance, leave travel concession, children's education, increased rate of gratuity, medical benefit, and other allowances specific to particular industry.
- (g) Excepting a few, in most of the agreements no incentive bonus scheme has been incorporated.
- (h) Leave benefits, quantum of different kinds of leave and their accumulation and conditions of availability.

It is hoped that this collection of major agreements will be of use to all unions and all other interested in the subject, and will prove to be a handy reference book.

SETTLEMENT IN BHARAT ELECTRONICS FORM—H

Memorandum of Settlement Under Sec. 12(3) read with Sec. 18(3) of Industrial Disputes Act between the workmen and the management of Bharat Electronics Ltd., Jalahalli, Bangalore-13.

Representing Management: *Representing Workers:*

N. P. Manjunatha
Secretary

A. Banerjee,
Personnel Officer

E. K. Raja, Vice-President, BEEU
S. Arangil, Secretary, BEEU
Dr. M. D. Nataraj, President, BEKS.
K. Vijayakumar, Secretary, BEKS
S. R. Swethadri, President, BEMS
M. Bhojaraju, Gen. Secy., BEMS.

SHORT RECITAL OF THE CASE

The agreement in respect of Wages, Allowance and Fringe Benefits between the Workmen and Management of Bharat Electronics Limited having expired on 31st December 1976, the representatives of the workmen had submitted their Charter of Demands on which several bilateral discussions were held. The Unions had served a strike notice on the Management on 27/28-4-78 and had decided to go on an indefinite strike from 25-5-1978. The Commissioner of Labour in Karnataka, Bangalore, had arranged conciliation meetings and helped bring about a settlement on 25-5-1978, according to which the strike was called off. This settlement finally settled the Pay Scales, Dearness Allowance, House Rent Allowance, Fitment Benefit, Fixation of Pay and continuation of the rate of neutralisation for the rise/fall in CPI at the rate of Rs. 1.30P per point subject to certain conditions mentioned therein. This settlement also

required the bilateral negotiations to be continued for arriving at a settlement on issues listed in Paras 4, 6 and 7 of the settlement. Accordingly, bilateral discussions were held on several occasions and agreement was reached on the pending issues. Some of the Unions, however, served a strike notice on 22-8-1978 with regard to the minimum irreducible Dearness Allowance. The dispute was admitted in conciliation and the Labour Commissioner, Karnataka and State Conciliation Officer held discussions with Unions and Management on 25-8-1978 and 27-8-1978. Hon'ble Labour Minister held a joint meeting of the Unions of HAL, BEML and BEL and management during which an agreement was reached. Further conciliation proceedings were held on 2nd and 3rd of September 1978 before the Addl. Labour Commissioner and wherefore, the following settlement is hereby entered into:

TERMS OF SETTLEMENT

1.0 This agreement is without prejudice to the Unions' right to take up the issues of revision of minimum wages and the enhancement of the rate of neutralisation of Dearness Allowance at Rs. 1.30 per point rise/fall in the local CPI, with the Government and if the Government of India agrees to improve the minimum wage or the neutralisation rate beyond Rs. 1.30 per point, the Management agrees to make necessary modifications to the minimum wage, DA neutralisation rate and consequential adjustments in the wage structure in consultation with the Unions.

1.1. If the minimum wages, comprising of Pay and Dearness Allowance, or if the rate of neutralisation of Dearness Allowance is altered to a higher rate than agreed to in this settlement, in any other Engineering Central Public Sector Undertaking such as BHEL, HMT, etc., the Management agrees to make necessary modifications in the relevant clauses and consequential adjustments, in consultation with the Unions.

2.0 Scales of Pay

2.1 The existing scales of pay will be revised as hereunder effective from 1-4-1978:

<i>Wage Group</i>	<i>Existing Pay Scales</i>	<i>Revised Pay Scales</i>
I	Rs. 200-5-290	Rs. 305-7-445
II	Rs. 225-5-240-6-300-7-314	Rs. 335-8-463-9-499
III	Rs. 240-6-288-7-337	Rs. 350-9-530
IV	Rs. 250-6-280-7-350	Rs. 385-10-515-11-592
V	Rs. 265-9-310-10-410	Rs. 405-12-645
VI	Rs. 280-10-430	Rs. 420-13-628-14-684
VII	Rs. 295-12-355-15-505	Rs. 470-16-790
VIII	Rs. 330-16-570	Rs. 525-21-861
IX	Rs. 375-19-413-20-673	Rs. 590-22-964

The Pay Scales will be effective from 1.1.1977 if the agreement between the Management of HMT and its workmen provide for the same, with the consequential adjustments.

3.0 *Dearness Allowance:*

3.1 Effective from 1.4.1978, the Dearness Allowance for the quarter 1.4.1978 to 30.6.1978 will be Rs 135.20 which will be common to all scales (based on monthly average of Bangalore CPI for October, November and December 1977 as published by the Labour Bureau, Simla).

3.2 With effect from 1.4.1978, the minimum irreducible fixed DA shall be the DA payable at Bangalore on 1st April 1978 i.e. Rs 135.20, reduced by an amount monetarily equivalent to 8 points change in the Consumer Price Index— which is Rs 10.40 (Rupees Ten and Paise Forty only) calculated at Rs. 1.30 per point. Accordingly, Rs. 124.80 shall be minimum irreducible DA for this settlement for all scales of pay when calculated as given above.

3.3 Further adjustments of DA will be made on 1st July 1978 and every quarter thereafter with reference to increase/decrease in the average CPI of the previous quarter published by Labour Bureau, Simla, applicable to Bangalore (with 1960=100 as the base) at the rate of Rs. 1.30 per point as stated below, subject to the minimum DA indicated in 3.2 above:

<i>Date on which DA is to be adjusted</i>	<i>Quarter with reference to which average CPI is to be worked out</i>
1st January	July, August & September of the previous year.
1st April	October, November & December of the previous year.
1st July	January, February & March of the same year.
1st October	April, May & June of the same year.

4.0 Abolition of DA Slabs:

4.1 In the revised wage structure, the Dearness Allowance has been brought to uniform level for all wage groups instead of the slab system obtaining prior to the settlement. It is agreed that personnel who would have got the benefit of DA slab between 1.4.1978 and 30.6.1981, had they continued in the pre-revised scale will be given protection as shown in Annexure-I and Annexure-II. This benefit would be available only for the duration of this settlement and will not be continued after the cessation of this settlement.

5.0 Fitment benefit and Pay fixation:

5.1 The pay of employees who were on the rolls of the Company as on 31.3.1978 will be so fixed as to ensure the following benefit on fitment to new scales:

<i>Wage Group.</i>	<i>Fitment benefit</i> Rs.
I	45
II	50
III	50
IV	50
V	60
VI	60
VII	70
VIII	80
IX	85

5.2 The method of pay fixation will be as follows:

5.2.1 Pay as on 1.4.78 (plus) Dearness Allowance as on 1.4.1978 in the pre-revised wage structure (plus) Fitment Benefit as indicated in para 5.1 above (minus) Rs. 135.20 P (being the DA in the revised wage structure as on 1.4.1978) will be the pay in the revised scale. (For those employees who have joined the service of the Company on regular scales on or after 01.4.1978 the pay fixation will be directly in the revised scale). If there is no equivalent stage in the revised scale, the fixation will be at the next lower stage and the difference will be treated as Personal Pay which will be considered as pay while fixing pay on promotion. While fixing the pay on promotion the notional increment in the lower scale will be added to the pay (plus) Personal Pay and the pay on promotion will be fixed at the next higher stage in the higher scale. An illustration is given below:

For a person drawing a pay of Rs. 522/- in Wage Group VIII as on 1.4.1978, the fixation would be as follows:

Pay:	Rs. 522.00
DA as on 1.4.1978	Rs. 305.20
Fitment benefit:	Rs. 80.00
Total:	<u>Rs. 907.20</u>
Revised DA as on 1.4.78:	<u>Rs. 135.20</u>
Balance pay to be paid:	Rs. 772.00

This will be adjusted as pay Rs. 756/- and Personal Pay Rs. 16.00.

On promotion, normal rule is to add one increment of Rs. 21/- to the Basic Pay viz., Rs. 756/-, which would have fixed him at Rs. 788/- in Wage Group-IX. However, the notional increment of Rs. 21/- will be added to Rs. 772/- which would make the pay as Rs. 793/- in the lower scale and the higher stage in Wage Group-IX would be Rs. 810/- and not Rs. 788/-.

6.0 Introduction of Wage Group-X:

6.1 A new scale of Pay, Wage Group-X with the scale of Rs. 700-25-1050 will be introduced in consultation with the Unions. This scale will carry the Dearness Allowance payable under this settlement i.e. Rs. 135.20 as on 1.4.1978. with consequential changes due to change in the local Consumer Price Index as stated in para 3.0 above, and a House Rent Allowance of Rs. 90/- per month. For promotion to the Executive cadre to the eligible and qualified personnel, it would not be compulsory to go through Wage Group-X.

7.0 House Rent Allowance:

7.1 Effective from 1.4.1978, House Rent Allowance will be paid at the following rates only to such of those employees who are not resident in the Company's quarters and who are otherwise entitled to the Payment of House Rent Allowance:

<i>Wage Group:</i>	<i>H.R.A.</i>
I	35
II	40
III	40
IV	50
V	60
VI	60
VII	65
VIII	80
IX	80
X	90

8.0 Payment for the period 1.1.1977 to 31.3.1978:

8.1 The Fitment Benefit would be payable for the period 1.1.1977 to 31.3.1978. It would be reckoned as pay for purposes of over-time, leave salary, PF and Bonus, and will be subject to statutory recoveries.

8.2 The payment for the period 1.1.1977 to 31.3.1978 will be for those employees who were on the rolls of the Company as on 1.1.1977. In respect of those who continued to be on

the rolls of the Company as on 31st March 1978, the amount payable will be 15 times the fitment benefit as per para 5.0. For those employees who joined subsequent to 1.1.1977 or left the services of the Company before 31.3.1978, a proportionate amount shall be paid depending on the date of joining or leaving. For this purpose, broken periods will be reckoned as follows:—

- (a) Where the date of joining is before the 16th or, the date of leaving is on the 15th or after of a calendar month, the full calendar month will be counted, and
- (b) Where the date of joining is on 16th or after or the date of leaving is before the 15th of a month, the month will not be counted.

8.2.1. The ad hoc advance already paid to the employees in terms of the settlement signed before the Labour Commissioner, Karnataka, on 25th May 1978 and paid as per Office Order No. HO/290/002 dated 29th May 1978 will be adjusted against any payment made under this settlement.

8.2.2 For personnel who were promoted between 1.1.1977 and 31.3.1978, the service rendered in the respective Wage Groups will be reckoned while making payment.

8.3 For employees who are not resident in Company's accommodation and who are otherwise entitled to the payment of House Rent Allowance, for the period 1.1.1977 to 31.3.1978 the difference between the revised HRA as shown under para 7.0 and what has been actually paid to the employees during this period, would also be paid.

9.0 *Lumpsum payment:*

9.1 It is agreed that employees who are on the rolls of the company as on 1.4.1978, in addition to the arrears payable as per para 8.0 above, a sum of Rs. 78/- would be paid as agreed to in the meeting before the Hon'ble Minister for Labour, Karnataka, Bangalore, on 29th August 1978.

10.0 *Encashment of Leave:*

10.1 Annual Leave at the credit of an employee's Account in excess of one year's entitlement shall be encashable. Other

terms and conditions will be as per Office Order No. HO/798/001 dated 3.12.1977.

11.0 *Leave Travel Concession:*

11.1 The employees shall have the option to avail of the Leave Travel Concession for journey to Home Town and back or to any other place in India other than the Home Town as the case may be either under the existing Scheme (Scheme 'A') or the revised Scheme (Scheme 'B') as per details given below:

11.2 *Scheme "A":*

11.2.1 The concession for journey to Home Town and back as well as for journeys to any place in India other than Home Town will be regulated in accordance with the existing Scheme under which the fares for the first 400/160 Kms. for onward and return journeys are to be borne by the employees.

11.3 *Scheme "B"*

11.3.1 *Journey to Home Town and back (once in 2 years):*

11.3.1.1 An employee will be entitled to claim full reimbursement of actual cost of travel from the Headquarters to Home Town and back for himself and the members of his family limited to the total fare for each of them by the class to which the employees are entitled to travel by rail as per TA Rules.

11.3.2 *Journey to any place in India other than the Home Town (once in 4 years and in lieu of one journey to Home Town and back)*

11.3.2.1 An employee will be entitled to claim full reimbursement of actual cost of travel for himself and the members of his family from the Headquarters to any place in India restricted to a distance of 1,500 Kms. each way limited to the total fare for each of them by the class to which the employees are entitled to travel by rail as per TA Rules.

11.4 All other terms and conditions will be as per the existing Scheme.

11.5 The rules will be amended to include dependent parents in the definition of the family for purposes of Leave Travel concession.

11.6 The employees shall have the option to choose either of the alternative Scheme "A" or Scheme "B" as the case may be for each block period of four years.

12.0 *Night Shift Allowance :*

12.1 With effect from 1.4.1978 the Night Shift Allowance is revised as hereunder:

<i>Existing Night Shift Allowance.</i>	<i>Existing Shift</i>	<i>Revised Night Shift Allowance</i>
Re. 0.50 P.	I, III & IIIA	Re. 1.00
Re. 0.50 P.	IVA	Rs. 1.50 P.

12.2 Later attendance upto half-an-hour will be condoned, while granting Night Shift Allowance. All other terms and conditions in respect of grant of Night Shift Allowance will be as per existing rules of the Company.

13.0 *Turnout Allowance:*

13.1 All security staff, drivers and firemen will be paid turnout allowance of Rs. 10/- instead of Rs. 5/- per month with effect from 1.4.1978.

14.0 *Attendance Bonus:*

14.1 The Attendance Bonus payable per month will be increased from Rs. 4/- to Rs. 5/- with effect from 1.4.1978. All other terms and conditions remain unaltered.

15.0 *Advances:*

15.1 *Festival Advance:*

15.1.1 It was noted that the Company has already announced the increase in Festival Advance.

15.2 *Cycle Advance:*

15.2.1 The amount of Cycle Advance would be raised to Rs. 350/- and will be recovered in 15 instalments. The em-

ployees who will take cycle advance will not be required to surrender their bus passes as is being done till now. All other conditions will remain unaltered.

15.3 Scooter/Motor Cycle Advance:

15.3.1 The first advance payable for the purchase of Scooter/Motor Cycle will be raised from Rs. 4,000/- to 5,000/- and will be admissible to all employees drawing a basic pay in excess of Rs. 525/-. All other terms and conditions would remain unaltered. It is hereby agreed that the advance for the purchase of Scooter/Motor Cycle would only be paid to personnel who on the date of application have got sufficient balance of emoluments after deduction to allow recoveries towards Scooter/Motor Cycle advance and be within the permissible percentage deductions under the Payment of Wages Act. It is hereby agreed that in case of personnel who have drawn Scooter/Motor Cycle advance, if it comes to a position where the recoveries exceed the permissible limits under the Payment of Wages Act, further advances such as Festival Advance etc., will not be granted.

16.0 Conveyance Allowance:

16.1 It is agreed that employees who are not resident in Company's quarters nor provided with a seat in Company's transport and who are staying beyond 5 Kms. from the place of work, would be given a Conveyance Allowance of Rs. 20/- per month. This allowance will not be payable if the employee is absent for more than 7 working days during the wage period.

17.0 Monetary Award for acquiring additional qualification:

17.1 Management agrees, in principle, to introduce a scheme of monetary award similar to what is obtaining in other undertakings like ITI and HAL in Bangalore. The detailed scheme would be announced in due course. It is agreed that the qualification should be considered useful in the discharge of the employee's work in the Company and should have been obtained after the date of introduction of the Scheme. The employee

should undertake to serve the company for a minimum period of two years after obtaining the award.

18.0 *House Building Advance:*

18.1 The Management agree in principle to introduce a scheme for House Building Advance subject to budgetary allotment every year. The Rules will be framed and announced separately.

19.0 *Duration of the Settlement:*

19.1 This settlement shall be operative and binding on both the parties upto 30th June 1981, and shall thereafter also continue to remain binding on them until it is terminated in writing by either party giving two months' notice of their intention to do so.

20.0 In their Charter of Demands submitted by the Unions, all outstanding issues relating to Pay, Dearness Allowance, House Rent Allowance and other issues having financial implications like Night Shift Allowance etc. raised by the Unions are hereby settled. All other items included in the Charter of Demands and not covered by this Settlement can be discussed mutually and settled.

21.0 *Conclusion:*

21.1 The Unions will fully and whole-heartedly co-operate with the Management in maintaining discipline, reducing absenteeism, increasing efficiency and improving productivity.

21.2 Any anomaly arising out of this Settlement shall be settled as per rule.

SETTLEMENT IN HINDUSTAN AERONAUTICS

FORM H

MEMORANDUM OF SETTLEMENT

Under Section 12(3) of the Industrial Disputes Act, 1947 between the workmen and the management of Hindustan

Aeronautics Limited, Bangalore Complex, regarding Wage Revision.

Representing Management

1. Shri K. P. Rabindranathan
General Manager,
(Co-ordination),
HAL, Bangalore
Complex.
2. Shri K. P. Mukundan,
Chief of Personnel,
Head Office.

Representing Workmen

1. Shri R. Ananda Reddy,
President, HAEA,
Bangalore.
2. Shri K. N. Mallappa Reddy,
Vice-President-II, HAEA.
3. Shri K. S. Krishna Murthy,
General Secretary, HAEA.
4. Shri B. Nagaraj,
Vice-President I, HAEA.
5. Shri K. T. Gowda,
Treasurer, HAEA.

SHORT RECITAL OF THE CASE

A Memorandum of Settlement was signed between the workmen and the management of HAL, Bangalore Complex, on 25th May 1978 regarding revision of scales of Pay, Dearness Allowance, House Rent Allowance etc. which is enclosed as Annexure 'A'. According to the clauses listed below incorporated in the settlement dated 25th May, 1978 certain points were to be discussed bilaterally and settled on or before 30th June '78:

Clause (4): For the period from 1.1.1977 to 31.3.1978, a lumpsum payment will be worked out on the basis of the fitment benefit plus increase in HRA (wherever applicable)—taking into consideration the transfer of Rs. 10/- from HRA to fitment benefit, will be offered by the management as the revised scales are applicable from from 1.4.78. In order to cover the loss in respect of PF, bonus, etc., an additional amount as a per cent of the lumpsum would be offered by the management. This percentage would be discussed and finalised by 30.6.78.

Clause (6): The following issues will be negotiated bilaterally and settled on or before 30.6.78:

- (a) The above settlement will be in force from 1.4.78 onwards. The management insisted that the settlement should be in force upto 31.12.1981. The union insisted that this should be in force upto 31.12.1980. The date of expiry of the settlement will be negotiated bilaterally.
- (b) The union and the management agree to discuss and set right any anomaly that may arise as a result of the introduction of the system of payment of flat rate of D.A. instead of the existing slab system of payment of D.A., and due to the introduction of a system of HRA related to the pay scales instead of the pay slabs.
- (c) The management and the union agree to negotiate the quantum and ceiling of the house rent payable by the employees staying in the company's quarters.

Clause (7): The management and the union agree to continue their negotiations and arrive at a final settlement on the issues not covered by this settlement but included in the charter of demands presented by the union as stated in the preamble on or before 30.6.1978.

2. Accordingly these issues were discussed at length at the meetings held with the union on 8th and 9th June 1978, 13th July & 17th July 1978, as complete agreement could not be reached on all the above issues, the union was not in favour of signing a final settlement. It insisted that management should pay Rs. 45/- to Rs. 80/- p.m. plus enhanced H.R.A. as interim relief pending announcement of wage revision guidelines by the Government. The management did not agree for payment of interim relief as demanded by the union. The union demanded for the DA as on 1.4.78 to be the minimum irreducible DA. The management offered DA as on 1.1.1977 to be the irreducible DA. The union did not accept this.

3. In the meanwhile, on 23.8.78, the union served a strike notice on the management indicating its intention to go on indefinite strike from 27.8.1978.

4. The dispute was admitted in conciliation by the Commissioner of Labour, Government of Karnataka and State Conciliation Officer, Bangalore, vide conciliation notice No. IDA-5/CR-75/78-79 dated 23.8.1978. Conciliation meetings were held on 24th, 26th and 28th August 1978 and also a joint meeting was held before the Hon'ble Minister for Labour, Govt. of Karnataka on 29th August 1978.

5. Final conciliation meeting was held on 30.8.1978 before the Commissioner of Labour and State Conciliation Officer, Karnataka, Bangalore and with the aid and advice of the Commissioner of Labour, a supplementary settlement was signed on the following terms in supercession of the settlement dated 17th Nov. 1974 in so far as items contained in this settlement relate to Bangalore Complex of HAL.

TERMS OF SETTLEMENT

- 1) *Scales of Pay*: The existing scales of pay of workmen in Groups A to E will be revised as indicated below with effect from 1.4.78 subject to the provisions of clauses 4 and 5 below:—

<i>Group</i>	<i>Existing scale of Pay</i>	<i>Revised Scale of Pay</i>
'A'	Rs. 200-5-290	Rs. 305-7-445
'B'	Rs. 230-6-266-7-329	Rs. 340-9-520
'C'	Rs. 265-9-310-10-410	Rs. 405-12-645
'D'	Rs. 295-12-355-15-505	Rs. 470-16-790
'E'	Rs. 330-16-410-20-670	Rs. 525-21-630-22-960

- 2) *Dearness Allowance*:

- a) With the merger of the minimum irreducible DA as on 1.10.73 with basic pay to evolve the revised pay scales mentioned above the residual DA as on 1.4.78 in the respective stations would be a flat uniform DA to be paid to employees in Groups 'A' to 'E'.

- b) The minimum irreducible DA shall be the dearness allowance as on 1st April 1978 in the respective stations, less the monetary value of eight points of the local Consumer Price Index, calculated at the rate of Rs. 1.30 paise per point. This minimum irreducible DA shall be effective only with effect from 1st April 1978.

The minimum irreducible DA in Bangalore on this basis would be Rs. 135.20 minus Rs. 10.40 i.e., Rs. 124.80 (Rs. 125/-). This would result in a minimum wage (Pay+DA) of Rs. 430/- pm for unskilled work men at Bangalore.

- c) Dearness Allowance as on 1.4.78 will be adjusted with reference to increase/decrease in the average local C.P.I. every quarter at the rate of Rs. 1.30 per point as stated below subject to the minimum irreducible DA referred to in clause(b) above.

<i>Date on which DA is to be adjusted</i>	<i>Quarter with reference to which average CPI is to be worked out</i>
1st January	July, August, September of previous year.
1st April	October, November, December of the previous year.
1st July	January, February, March of the same year.
1st October	April, May, June of the same year.

- d) For effecting Dearness Allowance adjustment as indicated in sub para (c) above, the applicable local CPI for industrial workmen published by the Labour Bureau, Simla with 1960=100 as base will be adopted.
- e) In regard to outstations, the respective local CPI are to be adopted but where such indices are not available the indices applicable to the workmen's Headquarters Station will be followed.

- f) If the local Consumer Price Index published for a certain place is with a base year other than 1960, it is to be converted arithmetically to arrive at the index 1960=100 as base.
- g) The dearness allowance payable as calculated above shall be rounded off to the nearest rupee; for this purpose fraction of fifty paise and above shall be rounded off to the next higher rupee and fraction of less than fifty paise shall be rounded off to the next lower rupee.
- h) It is agreed that workmen who would have got between 1.4.78 and 30.6.1981, the benefit of higher DA under the pay slab system, had they continued in the pre-revised pay scales would be provided protection of such higher amount on 'actuals'. The manner in which this is to be done will be discussed and finalised with the union separately.

3) *House Rent Allowance*

- i) With effect from 1.4.78, the existing system of payment of slab-wise HRA is discontinued. Instead, House Rent Allowance will be paid at the following rates to workmen at Bangalore who have not been provided with residential accomodation by the Company:—

<i>Group</i>	<i>House Rent Allowance</i>
'A'	Rs. 35/-
'B'	Rs. 40/-
'C'	Rs. 60/-
'D'	Rs. 65/-
'E'	Rs. 80/-

- ii) Workmen posted to outstations but retaining residential accomodation allotted to them by the company at their Head-quarters are not entitled to H.R.A.
- iii) Anomalies, if any, arising due to the introduction of a system of HRA related to pay scales instead of pay slabs will be discussed with the union and the

means of removing such snamalies, if any, would be settled separately.

iv) *House Rent Recovery:*

- a) The present practice of recovery of rent for Company quarters at 10% of basic pay or standard/assessed rent, whichever is less will be discontinued with effect from 1.4.78. The recovery of rent will be at the rate of 7½% of basic pay for those drawing basic pay upto Rs. 550/- per month, and at 10% of basic pay for those drawing basic pay over Rs. 550/- p.m. However, the maximum rent recoverable from workmen will be either the standard/assessed rent of the quarters calculated in accordance with the Company Rules or the maximum as indicated below, whichever is less:—

<i>Group</i>	<i>Maximum Rent</i>
A	Rs. 28/-
B	Rs. 33/-
C	Rs. 39/-
D	Rs. 63/-
E	Rs. 74/-

- b) If as a result of the difference in rates of rent recovery, a workman drawing basic pay below Rs. 550/- p.m. on promotion to a higher pay scale, is to pay a higher quantum of rent resulting in a drop in emoluments, such loss will be protected by grant of personal allowance to be absorbed against future increase in pay due to normal increments in the higher scale of pay.
- 4) This settlement is without prejudice to the union's right to take up the issues of revision of minimum wages and the enhancement of the rate of neutralisation of DA beyond Rs. 1.30 per point with the Government of India and if the Government of India agrees to the improvement in the minimum wages or the DA neutralisation rate, the manage-

ment agrees to make necessary modification to the minimum wages and DA, neutralisation rate and consequential adjustment in the wage structure in consultation with the union.

- 5) If a higher minimum wage or a higher rate of neutralisation of CPI is agreed to in any comparable engineering industry such as BHEL in the Central Public Sector, the management agrees to review the corresponding provisions in this settlement and make consequent adjustments in the wage structure in consultation with the Union.
- 6) The management agrees that the amount paid as lumpsum under clause(4) of the terms of settlement dated 25th May 1978, for the period 1.1.77 to 31.3.78 will count for provident Fund, Ex-gratia Bonus, Incentive Bonus and over-time wages subject to statutory recoveries being made from such amounts.
- 7) The management agrees to pay a lump-sum of Rs. 78/- to all workmen on rolls of the Company as on 1.4.78 as agreed to in conciliation before the Labour Commissioner on 25th May 1978.
- 8) The amounts payable to workmen under clauses (6) and (7) above shall be fully adjusted against the amounts that become payable under the settlement.
- 9) All employees who were on the rolls of the company on 1.1.1977 shall be entitled to the benefits under the settlement. Those who left the Company from 1.1.1977 shall be paid only proportionate to the service rendered by them after 1.1.1977.

10) *Pay Fixation procedure:*

The pay of workmen in Groups 'A' to 'E' on the rolls of the company on 31.3.78 shall be fixed in the revised pay scales with effect from 1.4.78 by adding to their pay as on that date, the minimum dearness allowance as on 1.10.73, the scale and fitment benefits as indicated below:—

<i>Wage Group</i>	<i>Scale Benefit</i>	<i>Fitment Benefit</i>
A	Rs. 5/-	Rs. 40/-
B	Rs. 10/-	Rs. 40/-
C	Rs. 20/-	Rs. 40/-
D	Rs. 30/-	Rs. 40/-
E	Rs. 50/-	Rs. 30/-

The pay after the addition of these amounts will be fixed in the revised scale of pay at the equivalent stage where one exists: if no equivalent stage is available the pay will be fixed at the next lower stage, the difference being allowed as personal pay to be absorbed on promotion to next higher scale as indicated in clause (5) of the settlement dated 25th May 1978.

11) *Stagnation Increments:*

The existing system of one stagnation increment for every two years of stagnation subject to a maximum of 3 stagnation increments will be discontinued. Instead, workmen who have completed 2 years of service after reaching the maximum of their scales, will be granted the next higher scale of pay as personal pay, subject to their passing the the requisite Trade Test.

12) *Other allowances/benefits.*

a) *Night Shift Allowance:*

With effect from 1.4.78 the Night Shift Allowance will be increased from the existing rate of Re. 0.50 paise per shift to the rates indicated below:—

Workmen working in II shift . . . Re. 1.00/- per shift
 Workmen working in III shift . . . Rs. 1.50/- per shift

The other conditions for payment of this allowance will remain unaltered.

Split Shift Allowance:

With effect from 1st April 1978 the existing rate of 15/- p.m. will be increased to Rs. 30/- p.m. The other

conditions for grant of the allowance will be the same as at present.

b) *Lunch/Meal Allowance:*

The existing rate of the above allowance will remain unaltered, except that the present ceiling of Rs. 30/- p.m. will be removed.

c) *Rank Pay:*

With effect from 1.4.78, Watch and Ward Jamedars and Leading Firemen who are paid Rank Pay at the rate of Rs. 15/- p.m. will cease to be paid the above Rank Pay. Instead, the personnel of Watch and Ward Fire Fighting Departments will be reclassified as under:—

Subedars and Fire Captains	...	Group-D
Jamedars and Leading Firemen	...	Group-C

d) *Washing Allowance:*

With effect from 1.4.78 the existing rate of Washing Allowance of Rs. 4/- per month per head paid to the Transport Drivers will be enhanced to Rs. 10/- per month.

e) *Outstation Allowance:*

The existing system of grant of Outstation Allowance at slab rates to workmen of Bangalore Complex posted on outstation duties will be substituted by the following w.e.f. 1.4.78:—

<i>Group</i>	<i>Amount of Outstation Allowance</i>
A	Rs. 250/-
B	Rs. 280/-
C	Rs. 310/-
D	Rs. 340/-
E	Rs. 370/-

The other conditions for grant of this allowance will remain unaltered.

f) *Encashment of Vacation Leave:*

Workmen in Groups 'A' to 'E' will be allowed to encash half of the Vacation Leave at their credit (subject to a minimum of 5 days) once in every calendar year. The rate of encashment will be the Pay plus DA drawn by the individual. Leave encashment will not be treated as wages for any purpose such as CPF, Bonus, etc.

g) *Welder's Bonus:*

The present rate of Re. 0.25 Ps per day will be increased to Rs. 30/- per month without any proportionate deduction for non-welding hours. The other conditions for grant of this bonus will remain unaltered.

h) *Scooter Advance:*

Workmen drawing a basic pay of Rs. 525/- p.m. and above will be eligible to an advance for purchase of Motor Cycle/Scooter/Auto-Cycle in accordance with the terms and conditions laid down for this purpose by the Company.

i) *Bicycle Advance:*

The advance of Rs. 275/- admissible for purchase of bicycles is increased to Rs. 350/-. The existing procedure for hypothecating the vehicle to the Company is discontinued.

j) *House Building Advance:*

The Company will introduce a scheme for payment of advance to workmen for house building subject to the availability of funds specifically allotted in each financial year for this purpose. The details of the scheme will be settled separately.

k) *Reimbursement of Licence Renewal Fees:*

Workmen who are required to renew their licences as per rules to perform their duties in HAL will be reimbursed the licence renewal fees.

1) *Conveyance Allowance:*

Workmen residing beyond 5 KMs from the place of work and not provided with Company transport will be paid Rs. 20/- per month as conveyance allowance w.e.f. 1.4.78.

- m) It is agreed to introduce Janatha Personal Accident Insurance Policy to all workmen in Groups-A to E, subject to 50% of the premium being borne by the workmen and the balance 50% by the management.
- n) In regard to the following, further negotiations will be held:—
 - i) Leave Travel Concession.
 - ii) Safe Driving Bonus to other categories such as Despatch Riders.
 - iii) Revision of TA/DA Rules.
 - iv) Half-day Casual Leave.
 - v) Leave facilities for prolonged illness.
 - vi) Incentives for acquiring Higher Qualifications.
 - vii) Hazardous Job Allowance.

13) *GENERAL:*

- (i) Save as provided for in clauses (4) and (5) above, all other outstanding demands and disputes relating to pay, dearness allowance, House Rent Allowance, City Allowance, City Compensatory Allowance and other payments that go to make wage are hereby fully and finally settled. All other demands made in the Union's Charter of Demands are also hereby fully and finally settled. Any anomalies arising out of the implementation of this settlement are to be discussed between the parties and settled. The Union also hereby withdraws its notice dated 23.8.1978 of indefinite strike and withdraws also the agitation that it had launched in this connection.
- (ii) Both the parties hereby solemnly pledge that during the period of this settlement, there shall be industrial peace in Bangalore Complex so that all efforts could be focussed by the Management and workmen on

the vital task of improving productivity. If any difference arises between the parties hereto, those will be settled by bipartite negotiations in an atmosphere of peaceful co-operation, failing which by recourse only to constitutional means.

(iii) The Union agrees to fully and whole-heartedly co-operate with the management in increasing efficiency and productivity.

(iv) *Duration of the settlement:*

This settlement shall be operative and binding on both the parties upto 30.6.1981 and will thereafter also continue to remain binding on them until it is terminated in writing by either party by giving two months' notice of their intention to do so.

Signed at Bangalore, this the thirtieth day of August 1978.

Representing Management

Sd/-

1. K. P. Rabindranathan,
General Manager
(Co-Ordination)

Sd/-

2. (K. P. Mukundan),
Chief of Personnel,
Head Office.

Representing Workmen

Sd/-

1. R. Ananda Reddy,
President, HAEA.

Sd/-

2. K. N. Mallappa Reddy,
Vice-President II, HAEA.

Sd/-

3. (B. Nagaraj),
Vice-President, HAEA.

Sd/-

4. (K. S. Krishnamurthy),
General Secretary, HAEA.

Sd/-

(K. T. Gowda),
Treasurer, HAEA.

Before me :

Sd/-

Commissioner of Labour & State,
Conciliation Officer, Bangalore

FORM H

MEMORANDUM OF SETTLEMENT under Sec. 12(3) read with Sec. 18(3) of the Industrial Disputes Act between the workmen and the management of Hindustan Aeronautics Limited, Bangalore Complex, regarding wage revision.

Representing management

Shri K. P. Rabindranathan,
General Manager,
(Co-ordination)
HAL, Bangalore Complex,
Bangalore-560017.

Representing workmen

1. Shri R. Ananda Reddy,
President, HAEA,
Bangalore-17.
2. Shri K. S. Krishnamurthy,
General Secretary,
HAEA, Bangalore.
3. Shri B. Nagraj,
Vice-President,
4. Shri K. N. Mallappa Reddy,
II Vice-President.
5. Shri Subramanyan,
Jt. Secretary,
6. Shri P. Rama Reddy,
Asst. Secretary,
7. Shri K. T. Gowda,
Treasurer.

Short Recital

The agreement in respect of wages, allowances and fringe benefits between the management and the Hindustan Aeronautics Employees' Association had expired on 31.12.1976. The employees' union submitted a charter of demands in the early part of 1977. The charter of demands was discussed on several occasions between the parties and a final offer from the management side was made during March 1978. The workmen represented by their union made certain counter proposals in respect of wages, allowances etc. As the management could not make improvement in their final offer the discussions came to a stalemate. The unions served a strike notice on the manage-

ment on 28.4.1978 and ultimately decided to go on an indefinite strike from 25.5.1978.

The dispute was admitted in conciliation by the Commissioner of Labour and State Conciliation Officer. Conciliation notices were issued to both the parties vide No. IDA 5/CR 189/77-78 dated 1.5.1978 fixing up the time and date for conciliation. Conciliation meetings were held on 4.5.1978/5.5.1978. The issues also were discussed threadbare in joint meeting before the Commissioner of Labour in which the representatives of the Joint Action Committee and the Co-ordination Committee of the Union Industries participated on 12.5.1978. It was agreed that the matter would be further discussed in a separate joint meeting between the Joint Action Committee and the Co-Ordination Committee of the Union Industries. Further conciliation meetings were held on 23.5.1978 and 25.5.1978 before the Commissioner of Labour. With the co-operation of both the parties it was possible to bring about a fair and amicable settlement on 25.5.1978 between the parties, the terms of which are as follows:—

TERMS OF SETTLEMENT

1. The Union agrees to accept the offer of the management with regard to pay scales, quantum of D.A., quantum of H.R.A. and fitment benefits and the method of fixation of pay in the revised pay scales as detailed in annexure-I. This, however, is without prejudice to the Union's right to take up the issues of revision of minimum wages and the enhancement of the rate of neutralisation of D.A., beyond Rs. 1.30 per point with the Government of India and if the Government of India agrees to the improvement in the minimum wages or the D.A. neutralisation rate, the management agrees to make necessary modification to the minimum wages and D.A. neutralisation rate and consequential adjustment in the wage structure in consultation with the union.
2. (a) The management agrees to make ad hoc adjustable advance at the rate indicated in annexure-II.
(b) It is agreed that the ad hoc adjustment referred to in clause 2(a) will be adjusted in full against the

amount that may become payable under the final settlement. However for the period from 1.1.1977 to 31.3.1978, increase in house rent, if any, will not be deducted from the said amount.

3. An amount of Rs. 10/- will be shifted from the HRA to the fitment benefit.
4. For the period from 1.1.1977 to 31.3.1978, a lumpsum payment will be worked out on the basis of the fitment benefit plus increase in HRA (wherever applicable) taking into consideration the transfer of Rs. 10/- from HRA to fitment benefit, will be offered by the management as the revised scales are applicable from 1.4.1978.
In order to cover the loss in respect of P.F., bonus etc., an additional amount as a per cent of the lumpsum would be offered by the management. This percentage would be discussed and finalised by 30.6.1978.
5. The management agrees that where personal pay is granted under the pay fixation formula, such personal pay will not be adjusted and will remain unabsorbed till promotion, this personal pay benefit will be taken into account in addition to notional increment under the prevailing pay fixation rules.
6. The following issues will be negotiated bilaterally and settled on or before 30.6.1978.
 - a) The above settlement will be in force from 1.4.1978 onwards. The management insisted that the settlement should be in force upto 31.12.1981. The union insisted that this should be in force upto 31.12.1980. The date of expiry of the settlement will be negotiated bilaterally.
 - b) The union and the management agree to discuss and set right any anomaly that may arise as a result of the introduction of the system of payment of flat rate of D.A., instead of the existing slab system of payment of D.A., and due to the introduction of a system of HRA related to the pay scales instead of the pay slabs.

- c) The management and the union agree to negotiate the quantum and ceiling of the house rent payable by the employees staying in the Company's quarters.
7. The management and the union agree to continue their negotiations and arrive at a final settlement but included in the charter of demands presented by the union as stated in the preamble on or before 30.6.1978.
8. The workmen and the unions agree to withdraw the notice of strike and not to go on strike with effect from 25.5.1978, and also agree to maintain normalcy and normal production and peace.

Signed at Bangalore this 25th day of May 1978.

Representing Management

sd/-
(K. P. Rabindranathan),
General Manager
(Co-ordination), HAL,
Bangalore Complex,
Bangalore-17.

Representing workmen

1. sd/- (R. Ananda Reddy),
President, HAEA.
2. sd/- (K. S. Krishnamurthy),
General Secretary,
HAEA.
3. sd/- (B. Nagaraj),
I Vice-President.
4. sd/- (K. N. Mallappa Reddy)
II Vice-President,
HAEA.
5. sd/- (Subramanyan),
Jt. Secretary.
6. sd/- (P. Rama Reddy),
Asst. Secretary.
7. sd/ (K. T. Gowda),
Treasurer.

ANNEXURE-I

Revision of wage structures of workmen w.e.f. 1.4.1978

Group	Existing scale of pay	Increase built in the scale		Revised Scale of pay	Fitment in the revised scales
		Rs.	Rs.		
A	Rs. 200-5-290	Rs. 5	Rs. 305-7-445	Existing pay of increase built in the revised scale + fitment benefit of Rs. 30 for Gps-A to E and Rs. 20 for Gp-E + minimum DA as on 1.10.78. Pay to be fixed in the scale at the equivalent stage. If is available, at a lower stage, difference to be allowed as personal pay to be absorbed on promotion to next higher scale subject to clause 5 of the agreement.	
B	Rs. 230-6-266-7-329	Rs. 10	Rs. 340-9-520		
C	Rs. 265-9-310-10-410	Rs. 20	Rs. 405-12-645		
D	Rs. 295-12-355-15-505	Rs. 30	Rs. 470-16-790		
E	Rs. 330-16-410-20-670	Rs. 50	Rs. 525-21-630-22-960		
F	—		Rs. 700-25-1050		

Revised Dearness Allowance

Revised H.R.A.

Bangalore—Rs. 95 as on 1.1.1977	Group	Bangalore
(Rs. 135.20 as on 1.4.1978) in	A ..	Rs. 45
respect of Groups A to F. Quarter-	B ..	Rs. 50
ly neutralisation @ Rs. 1.30 per	C ..	Rs. 70
point rise or fall with reference to	D ..	Rs. 75
local C.P.I. to continue as at	E ..	Rs. 90
present.	F ..	Rs. 90

sd/-

sd/-

sd/-

(K. P. Rabindra-
nathan),

(P. D. Shenoy),

1. (R. Ananda
Reddy),

Gl. Manager
(Co-ordination),
HAL, Bangalore
Complex, B'lore

Commissioner of
Labour, State
Conciliation Officer.

President, HAEA.
2. K. S. Krishna-
murthy),
General Secretary,
HAEA.

ANNEXURE-II

Lumpsum Ad-hoc amount
Rs.

Group-A	..	765-00
Group-B	..	850-00
Group C	..	1,020-00
Group-D	..	1,190-00
Group-E	..	1,360-00

The above lumpsum ad hoc adjustable advance is payable to all employees on the rolls of the Company as on the date of this settlement proportionate to the attendance.

sd/-
(K. P. Rabindra-
nathan),
Gl. Manager
(Co-ordination),
HAL, Bangalore
Complex,
Bangalore-17.

sd/-
(P. D. Shenoy),
Commissioner of
Labour, State
Conciliation Officer.

sd/-
1. (R. Ananda
Reddy),
President, HAEA.
sd/-
2. K. S. Krishna-
murthy),
General Secretary,
HAEA.

SETTLEMENT IN IDPL, HYDERABAD

The strike continued from October 17 and called off from December 11.

Terms of Settlement

1. The Synthetic Drugs Plant (IDPL) Workers' Union (Regd. No. B-468) has called off the strike with effect from 11-12-1978 first shift and the workmen have resumed duty accordingly.

2. The workmen will not be entitled to any wage for the strike period.

3. The management will give a sum of Rs. 300/- (Rupees three hundred only) to every regular workman as a recoverable advance on resumption of work and this advance will be recovered in ten equal instalments commencing from the pay for the month of January 1979 payable in February 1979.

In respect of daily rated, N.M.R. workers and Badli workers a sum of Rs 200/- (Rupees two hundred only) will be given an advance on the strength of two sureties of regular workmen recoverable at the rate of Rs. 10/- per week. The recovery will start from the first week of January 1979.

4. The management will revoke the suspension orders in respect of the workmen who have been kept under suspension with effect from the date of issue of suspension orders. These workmen will not be paid any subsistence allowance in view

of the revocation of the suspension orders and the entire period will be treated as on strike.

5. The management reserves the right to proceed with the domestic enquiry against 35 workmen whose names are furnished in Annexure 'A'. It will be open to the workmen/union to take recourse to the provisions of the Industrial Disputes Act, 1947.

6. So far as the ten workmen whose names are furnished in Annexure 'B' are concerned, they will proceed on leave with effect from 11-12-1978 for a period of one month and the said period will be treated as leave on loss of pay.

If the domestic enquiry cannot be completed within a period of one month on account of the workmen concerned demanding extension of time, the said extension of time will be treated as leave of loss of pay.

If the enquiry is further extended beyond one month on any other account, the extended period will be treated as special leave with pay not debitible to the leave account of the workmen concerned.

In case the management decides to terminate the service of any employee among the ten workmen referred to above in pursuance of the domestic enquiry, the enquiry proceedings and the relevant records will be submitted to Hon'ble Union Minister Shri H. N. Bahuguna, whose decision thereon will be final and binding on both the parties and no recourse will be taken under the Industrial Disputes Act.

Wage Revision (A) Regular Workmen

7. Introduction of revised pay scales for the various categories of regular workers, which will take effect from 1st August, 1978 in replacement of the existing pay scales.

8. Adoption of the Industrial pattern of D.A. instead of the Central Government pattern of D.A. which the company has been following so far. This pattern will be effective from 1-8-1978.

9. Evolving of a fitment formula under which each workman will get a benefit of not less than Rs. 50/- p.m. and not more

than Rs. 55/ p.m. over his existing emoluments as on 1-8 1978 as per details given at Annexure-1.

10. Payment of a lumpsum amount of Rs. 300/- to each regular workman of the plant who was in service on and from 1-1-1977 to 31-7-1978 (both dates inclusive) and payment of a proportionate part of this amount to each workman who had become a regular workman during any part of this period. This lumpsum amount will be treated as sui generis and will not attract incidental benefits i.e., it will not be treated as emoluments or remuneration for the purpose of admissibility of bonus, overtime allowance, house rent allowance, travelling allowance, contributory provident fund, gratuity and other retirement benefits etc.

The revised pay scales which will be effective from 1st August, 1978 are indicated at Annexure-1.

The rates of fixed D.A. appropriate to the various ranges of pay in the old scale for the purpose of fixations as well as in the new scale for the purpose of entitlement in addition to pay in the new scale are indicated at Annexure-III.

The rates of variable D.A. of Rs. 1.30 per point rise or fall will be payable from 1-8-1978 onwards beyond AICPI Index Number 320 (base 1960=100) based on the average index for the quarter April, May & June. Therefore, variable D.A. will be revised on quarterly basis with effect from 1st October, 1st January, 1st April and 1st July based on the average index for the preceding three months period.

The above wage revision is subject to the approval by the Government of India.

N. M. R./Badli Employees

11. Each daily rated workmen N. M. R./Badli employee of the plant will be paid Rs. 1.50 paise per day extra in addition to the daily rate wage admissible under the existing arrangements as on 31st July, 1978. This additional payment will be admissible with effect from 1st August, 1978.

12. Payment of a lumpsum amount of Rs. 225/- to each daily rated Badli/N. M. R. employee of the plant, who was in

service on and from 1-10-1977 to 31-7-1978 (both dates inclusive) and payment of a proportionate part of this amount to each N. M. R./Badli daily rated workman who had become a daily rated workman—N. M. R./Badli during any part of this period. This lumpsum amount will be treated as sui generis and will not attract incidental benefits i.e. it will not be treated as emoluments or remuneration for the purpose of admissibility of bonus, overtime allowance, T.A., C.P.F., etc.

13. The washing allowance which at present is Rs. 5/- per month will be increased to Rs. 10/- per month to all the workmen to whom uniforms are issued. The allowance will be payable even when the concerned employee is on leave, as is not the case at present.

14. Shift allowance at the rate of Rs. 1.25 paise per day for attendance in respect of Shift 'C' only i.e. from 10.00 p.m. to 6.00 a.m. will be admissible.

15. The Attendance Bonus will be raised from Rs. 10/- per month to Rs. 20/- per month, all other terms and conditions for the same remaining unchanged.

16. Leave and Promotion policy will be discussed separately. The union will submit its opinion within ten days and the management will start discussion within fifteen days after the union gives its opinion.

17. *Regularisation of the Staff:*

The management agrees that Industrial Engineering Department of the company will undertake study to assess the additional cadre strength and that such study will be completed by the end of February 1979. $\frac{1}{4}$ th of the approved additional strength as a result of such study will be met by regularisation of eligible temporary workmen. The balance $\frac{3}{4}$ th will be filled in accordance with the requirements of production.

18. By this agreement all other demands contained in the charter of demands referred to above and note submitted on 13-11-1978 are deemed to have been settled or dropped.

19. This Settlement shall be in force for a period of three years from 1-10-1977 to 30-9-1980 and thereafter it shall continue to be in force until it is terminated by the service of notice in writing by either of the parties to the agreement on the other party.

20. During the subsistence of this agreement, the workmen will not raise any demand involving financial burden on the management. They further agree to co-operate with the management for increasing production, productivity and shall not adopt any methods other than legal and constitutional for the redressal of any grievance.

21. The workers of general shift will be allowed to go out during lunch interval from 18-12-1978.

22. The management assured that there will be no victimisation of the workmen. The management further assured that they will not be vindictive.

The union will co-operate with the management in the restoration of normalcy.

23. It is agreed that next wage agreement as and when finalised will be effective from 1-10-1980 provided the unions give the charter of demands at least three months before the expiry of this agreement.

ANNEXURE 'T'

<i>Sl. Existing Scale of pay No.</i>	<i>Revised Scale of pay effective from 1-8-1978.</i>
1. 196-3-220-EB-3-232 and helpers in the scale of 210-270.	210-4-250-EB-5-260-6-290.
2. 210-4-250-EB-5-270 except helpers. 210-4-226-EB-4-250-EB-5-290.	225-5-260-6-290-EB-6-308.
3. 225-5-260-6-290-EB-6-308.	260-6-332-EB-8-388.

- | | | |
|-----|---------------------------------------------------|----------------------------------|
| 4. | 260-6-290-EB-6-326-
8-366-EB-8-390-
10-400. | 310-7-345-8-385-EB-
10-515. |
| 5. | 260-6-326-EB-8-350. | 310-7-345-8-385-EB-
10-465. |
| 6. | 330-8-370-10-400-
EB-10-480. | 350-12-470-EB-15-560. |
| 7. | 330-10-380-EB-12-
500-EB-15-560. | 350-12-470-EB-15-
560-20-640. |
| 8. | 380-12-500-EB-15-500. | 425-15-470-EB-20-650. |
| 9. | 425-15-560-EB-20-640. | 455-15-500-20-600-EB-
25-700. |
| 10. | 425-15-500-EB-15-560-
20-700. | 455-15-500-20-600-EB-
25-750. |

ANNEXURE 'II'

Method of Pay Fixation

The pay in the revised scales will be fixed in the following manner.

Step I.

To the basic pay in the existing scale and DA plus Addl. DA now being drawn in the existing scale.

Step II

To the amount arrived at in Step I add Rs. 50/- as fitment money.

Step III.

From the amount arrived at in Step II deduct the amount of fixed DA appropriate to the pay in the existing scale, according to the pay range indicated in the enclosure.

Step IV

Pay in the new scales will be fixed at the stage equal to the amount arrived at in Step III, if there is such a stage. If

there is no such a stage, pay will be fixed at the next higher stage subject to the following proviso.

Proviso

The total benefit being the difference between the emoluments in the new scale (Pay plus fixed DA) and the emoluments in the existing scale (Pay plus DA plus Addl. DA) shall not exceed Rs. 55/- if the difference exceeds Rs. 55/- as a result of fixation of pay at the next higher stage in the new scales as mentioned above, pay will be fixed at the lower stage and the difference between Rs. 50/- and the net benefit gained by this fixation at the lower stage will be treated as personal pay which shall continue to be drawn till the employee is promoted or transferred to a post carrying higher scale of pay. This personal pay, however, will not count as pay for any purpose. However, it will be treated as part of the emoluments for any purpose for which DA is treated as part of the emoluments.

Provided further, that the total benefit available to an employee including DA element after his pay is fixed in the new scale shall not be less than Rs. 50/-.

Pay as mentioned will be fixed in the new scale as on 1-8-1978 after pay is so fixed, fixed DA will be admissible in addition to pay according to the pay range indicated in the enclosure against new scales. This amount of fixed DA will not be reduced or changed.

Variable DA

In addition to the fixed DA mentioned above which will remain unchanged, variable DA which will increase or decrease according to the fluctuation in AICPI and Rs. 1.30 per point increase/decrease will be payable in respect of each quarter with reference to the average of the AICPI for the preceding quarter. For this purpose the fixed DA granted as on 1-8-78 will neutralise completely AICPI level at 320 (base 1960=100) and variable rates will be payable w.e.f. 1-8-78 for any fluctuation over this index.

ANNEXURE 'III'
FIXED DA RATES (Rs.)

New Scales	Fixed DA
Upto 220	147.00
230 to 278	148.00
279 to 290	158.00
291 to 319	163.00
320 to 343	168.00
344 to 390	175.00
391 to 485	185.00
486 to 575	195.00
576 to 649	210.00
650 to 700	235.00
701 to 725	245.00
725 to 750	270.00

Exception

The fixed DA rates shown above will not be applicable to employees in the existing scales of Rs. 260-350 and Rs. 260-400, for which the revised scales proposed are 310-465 and 310-515 respectively. For these two scales the fixed DA will be as follows:

Pay in existing scale	Fixed DA	Pay in the new scale
Rs. 260	153	310
Rs. 266	155	317
Rs. 272	163	317

For pay ranges above those indicated in the exception above, the fixed DA rates will be the same as indicated in the main table applicable to all employees.

ENGINEERING INDUSTRIES, WEST BENGAL
MEMORANDUM OF SETTLEMENT

1. Names of Parties:

Engineering factories in West Bengal represented by the Association of Indian Engineering Industries, 6, Netaji

Subhas Road, Calcutta-1 and the workmen of engineering industries represented by—

- (1) Federation of Metal & Engineering Workers Union, 249/D, Bepin Behari Ganguly Street (Top Floor), Calcutta-12.
- (2) United Metal & Engineering Workers Federation, 249, Bepin Behari Ganguly Street, Calcutta-12.
- (3) West Bengal Engineering & Metal Mazdoor Federation, 52/7, Bepin Behari Ganguly Street, Calcutta-12.
- (4) All Bengal Engineering & Metal Workers Union, 35-B, Nirmal Chandra Chandra Street, Calcutta-13.
- (5) West Bengal Federation of Metal & Engineering Union, 144, Lenin Sarani, Calcutta-13.
- (6) National Federation of Engineering Workers, Sramik Bhawan. 177-B, Acharya Jagdish Chandra Bose Road, Calcutta-14.
- (7) West Bengal Engineering Workers' Union, 48, Lenin Sarani (1st Floor), Calcutta-13.
- (8) Indian Federation of Metal & Engineering Workers, 2, Jawaharlal Nehru Road, Calcutta-13.
- (9) Paschim Banga Engineering Mazdoor Sangh, 10, Kiran Sankar Roy Road, Calcutta-1.

2. Names of the representatives of the Association—

- (1) Shri J. P. Chowdhury
- (2) Shri Om Khosla
- (3) Shri S. L. Bhattar
- (4) Shri S. S. Chowdhury
- (5) Shri Abhijit Sen
- (6) Shri S. K. Mukherjee, Industrial Relations Adviser
- (7) Shri Jiten Sanyal.

3. Names of the representatives of Federations and the Unions—

- (1) Federation of Metal & Engineering Workers Union—
 - (i) Shri Rabin Mukherjee
 - (ii) Shri Shanti Ghatak
- (2) United Metal & Engineering Workers Federation—
 - (i) Shri Nikhil Das
 - (ii) Shri Kali Chakraborty

- (3) West Bengal Engineering & Metal Mazdoor Federation—
 - (i) Shri Prasanta Dasgupta
 - (ii) Shri Santi Ganguly
- (4) All Bengal Engineering & Metal Workers Union—
 - (i) Shri Panchanan Bhattacharjee
 - (ii) Shri Bimal Banerjee
- (5) West Bengal Federation of Metal & Engineering Union—
 - (i) Md. Elias
 - (ii) Shri Ram Sen
- (6) National Federation of Engineering Workers—
 - (i) Shri Bidyut Bose, President,
 - (ii) Shri Lal Bahadur Singh, General Secretary
- (7) West Bengal Engineering Workers Union—
 - (i) Shri Fatick Ghosh, General Secretary
 - (ii) Shri Sankar Saha, Assistant Secretary
- (8) Indian Federation of Metal & Engineering Workers—
 - (i) Shri Naren Sen
 - (ii) Shri Kamal Chatterjee
- (9) Paschim Banga Engineering Mazdoor Sangh—
 - (i) Shri Rash Behari Maitra
 - (ii) Shri R. L. Srivastava.

4. *Short recital of the case—*

The Federations of Engineering Workers Unions and the Unions of Engineering workers submitted charters of demands on different dates in the year 1977 on the expiry of the Tripartite Engineering Wage Settlement dated 25.6.73. The Association of Engineering industries submitted comments on the demands in its letter dated 24.10.77, addressed to the Labour Commissioner, West Bengal.

The Labour Commissioner initiated conciliation proceedings on the charter of demands. Thereafter, a series of separate and joint discussions were held before the Secretary, Labour Department as well as Labour Minister, West Bengal.

During the pendency of conciliation proceedings, the Fede-

ration/Unions served notices of strike received by the Association on 21.12.78 declaring their intention to resort to a continuous strike with effect from 12th January, 1979 for realisation of their demands. Eventually, however, after protracted negotiations before the Labour Minister, West Bengal, a settlement was arrived at the tripartite meeting held on the 11th day of January, 1979 on the following terms:

5. TERMS OF SETTLEMENT

5.1 Grouping.

The Engineering Factories will be grouped into the following three categories—

Group-A—Factories employing less than 50 workmen;

Group-B—Factories employing between 50 & 249 workmen;

Group-C—Factories employing 250 and more workmen.

If as a result of reduction in the number of workmen, a factory falls in the lower group, the said factory for the purpose of this agreement shall be deemed to be in the higher group to which it hitherto belonged. Similarly, if as a result of such reduction, the number of workmen of a factory falls below 50, the said unit shall be deemed to be in the group employing 50 to 249 workmen for the purpose of this agreement. Workmen employed in any of the above Groups enjoying the benefits of the higher Group shall continue to get the benefits of the corresponding groups.

Notes : A—The term 'workmen' shall have the same meaning as given in the Industrial Disputes Act, 1947.

B—For the purpose of determining the number of workmen employed the average number of workmen employed in a month during the twelve months immediately preceding the month in which this Memorandum of Settlement is signed should be the guiding factor.

C—Terms and conditions of employment of workmen in the Engineering units employing less than 50 workmen will be separately considered and determined by the Govt. of West Bengal taking into consideration the demands of the Federations and the Unions.

5.2 *Basic Wages*—In Group 'B' Factories (50 to 249 workmen), where the minimum basic wage for the unskilled workmen is Rs. 170.00 per month, the same shall be Rs. 222.00 per month, the basic wage being increased by Rs. 52.00. The existing basic wages of all workmen of all other categories in this Group shall also be raised by Rs. 52.00 per month. Each and every workman and supervisory staff mentioned in the Annexures is guaranteed this benefit of increase of Rs. 52.00 per month over his existing basic wages inclusive of his personal pay.

5.2.1 In Group 'C' Factories, where the minimum basic wage for the unskilled workmen is Rs. 192.50 per month, the same will be Rs. 248.50 per month.

Similarly where the minimum basic wage for the unskilled workmen is Rs. 196.50 per month, the same shall be Rs. 252.50 per month. Basic Wage is thus increased by Rs. 56.00 per month. The existing basic wages of all workmen of all other categories of workmen in this Group shall be raised by Rs. 56.00 per month. Each and every workman and supervisory staff mentioned in the Annexures is guaranteed this benefit of increase of Rs. 56.00 per month over his existing basic wages inclusive of his personal pay.

5.3 The personal pay being enjoyed by a workman at present will be merged with his basic wage. He will continue to be in the category to which he belonged before the merger.

5.4 *Annual Increments*: The rates of increments of all categories of workmen at all stages will be enhanced by Rs. 2.00 over and above the existing rates of increment as laid down in the Annexures 'A' 'B' & 'C' to the Agreement. Next annual increments of all workmen at the increased rates will be payable from First of January, 1979.

5.5 *Dearness Allowance*:

5.5.1 Dearness Allowance will continue to be linked with Consumer Price Index for the working class, Calcutta (Base 1960—100). With effect from 1.1.79, the rate of neutralisation will be Rs. 1.30 per point of rise or fall in the cost of living index instead of Rs. 1.15. All workmen shall thus get an increase of Rs. 3.15 per month in Dearness Allowance which will be added to their existing Dearness Allowance with effect

from 1st of January, 1979. This rise is due to the neutralisation at the rate of Rs. 1.30 instead of Rs. 1.15 for the rise of 21 points at the end of quarter ending September, 1978 over the average C.P.I. Number for the quarter ending June, 1978 which was 314 points. Dearness Allowance will be adjusted quarterly and paid on 1st September, 1st December, 1st March and 1st June of each year on the basis of the average Consumer Price Index for working class, Calcutta (Base 1960=100) for the quarters ended June, September, December and March respectively.

5.5.2 Dearness Allowance is pegged at 300 points which will be considered as the floor level. There shall be no fall in the Dearness Allowance even in case the C.P.I. goes below 300 points. However for a rise or fall between 300 and 314 points, the adjustment shall continue to be at the rate of Rs. 1.15 per point.

5.5.3 The existing differential in the rates of dearness allowance as shown in the Annexure D & E to the Agreement dt. 25.6.73 will continue with appropriate adjustment in terms of para No. 5.5.1 above. Dearness Allowance rates at C.P.I. 335 points (Base 1960=100) as adjusted in terms of the Agreement are indicated in Annexures 'D' & 'E' to this Agreement.

5.6 Rate for the job:

Whenever a workman is required to work on a job, he will be entitled to get the wages admissible for that job.

5.7 Categorisation:

The issue of categorisation is referred to Government for necessary action.

6. General

6.1.(a) If the total of the existing emoluments consisting of basic wage and dearness allowance is found to be more favourable than the total emoluments comprising basic wage and dearness allowance specified in this agreement, the workmen shall have the option to retain their existing wages. The workmen of the factories covered by this agreement shall have to exercise this option within a period of six months from the date of this agreement.

Provided however that if any particular category or categories of workmen are already enjoying better terms and conditions of their service than what are envisaged in this agreement their cases will not be adversely affected. The method and procedure to be adopted for determining such cases shall be decided by the parties at the plant level and in the event of a dispute in this respect, the issue will be settled by the Labour Directorate.

6.2 This agreement will however exclude the factories having separate long term package agreements, providing for better terms than what are envisaged in this agreement.

6.3 The existing price rates (based on job rates) shall be suitably adjusted taking into account the average wage increase of the time rated workmen of the corresponding category. Pending suitable adjustment of the existing price rates, these categories of workmen shall be given with effect from the date of effect of this agreement an adhoc increase commensurate with the wages of the time rated workmen of similar category.

6.4 There are certain factories where production or incentive bonus or other non-statutory payments are directly linked with wages and are paid in terms of percentage thereof. The parties hereby agree that in such cases increase in wages by virtue of this settlement will not impose additional financial burden on these accounts. The parties are not however precluded from reviewing the question at bipartite level. At the same time, however, this settlement will not adversely affect the rates of payment received by the workmen immediately prior to this settlement.

6.5 During the period of this agreement industrial peace will be maintained in the engineering factories in the state and differences/disputes, if any will be resolved at the unit level through bipartite negotiations failing which constitutional means for a settlement will be adopted.

6.6 Parties to this agreement assure that every endeavour will be made to improve productivity for mutual benefit and for making the engineering units in the State viable. Further discussions on improvement of productivity will take place at the plant level.

ANNEXURE— A

Basic wages for Group B Factories employing on an average 50 to 249 workmen

(a)	Unskilled workmen	...	Rs. 222-4—
(b)	Semi-skilled workmen	...	Rs. 234-4.50-252-5...
(c)	Skilled workmen	...	Rs. 267-6-291-7...
(d)	Highly Skilled workmen	...	Rs. 300.75-7-328.75-8...
(e)	(i) Subordinate Staff, such as peons, bearers, masalchis, bhisties, can- teen boys, watch and ward staff, cleaners, malis etc.	...	Rs. 224-4...
	(ii) Car-Drivers	...	Rs. 244.50-4-260.50-4.50...
	(iii) Lorry Drivers	...	Rs. 248.25-4-264.25-4.50...
(f)	(i) Non-Matric Clerical Staff	...	Rs. 255.75-4.50-273.75-5...
	(ii) Under Graduate Staff	...	Rs. 259.50-6-283.50-7...
	(iii) Graduate Staff	...	Rs. 267-7-295-8...
(g)	Supervisory Staff	...	Rs. 267-6-291-7-354-9.50-392-10.50

ANEXURE—B

Basic Wages for Group-C factories employing 250 workmen and above

	a) Unskilled workmen	...	Rs. 248.50-4
	b) Semi-skilled workmen	...	Rs. 260.50-4.50-278.50-5
	c) Skilled workmen	...	Rs. 293.50-6-317.50-7—
	d) Highly skilled workmen	...	Rs. 327.25-7-355.25-8—
45	e) i) Subordinate Staff such as Peons, Bearers, Masalchis, Bhistis, Canteen Boys, Watch & Ward Staff etc.	...	Rs. 248.50-4
	ii) Car Drivers	...	Rs. 271-4-287-4.50
	iii) Lorry Drivers	...	Rs. 274.75-4-290.75-4.50
	f) i) Non-Matric Clerical Staff	...	Rs. 282.25-4.50-300.25-5—
	ii) Under Graduate Staff	...	Rs. 286-6-310-7-
	iii) Graduate Staff	...	Rs. 293.50-7-321.50-8
	g) Supervisory Staff	...	Rs. 293.50-6-317.50-7-380.50-9.50- 418.50-10.50

ANNEXURE—C

Basic wages for Group C factories employing 250 workmen and above

a)	Unskilled workmen	...	Rs. 252.50-4-
b)	Semi-skilled workmen	...	Rs. 264.50-4.50-282.50-5-
c)	Skilled workmen	...	Rs. 297.50-6-321.50-7-
d)	Highly skilled workmen	...	Rs. 331.25-7-359.25-8-
e)	i) Subordinate Staff such as Peons, Bearers, Masalchis, Bhistis, Canteen Boys, Watch & Ward Staff etc.	...	Rs. 252.50-4-
	ii) Car Drivers	...	Rs. 275-4-291-4.50
	iii) Lorry Drivers	...	Rs. 278.75-4-294.75-4.50
f)	i) Non-Matric Clerical Staff	...	Rs. 286.25-4.50-304.25-5—
	ii) Under Graduate Staff	...	Rs. 290-6-314-7—
	iii) Graduate Staff	...	Rs. 297.50-7-325.50-8—
g)	Supervisory Staff	...	Rs. 297.50-6-321.50-7-384.50- 9.50-422.50-10.50

ANNEXURE—D

Dearness Allowance in Engineering Factories Employing 50 to 249 Workmen

Category of workmen/occupations	D.A. per month on C.P.I. at 300 (base 1960=100)	D.A. per month on CPI at 335 (base 1960=100)
	Rs. P.	Rs. P.
a) Unskilled workmen ...	185.00	228.40
b) Semi-skilled workmen ...	189.00	232.40
c) Skilled workmen ...	200.00	243.40
d) Highly skilled workmen ...	211.25	254.65
e) i) Subordinate Staff, such as Peons, Bearers, Masalchis, Bhistis, Canteen Boys, Watch & Ward Staff etc. ...	185.00	228.40
ii) Car Drivers ...	192.50	235.90
iii) Lorry Drivers ...	193.75	237.15
f) i) Non-Matric Clerical Staff ...	196.25	239.65
ii) Under Graduate Staff ...	197.50	240.90
iii) Graduate Staff ...	200.00	243.40
g) Supervisory Staff ...	200.00	243.40

ANNEXURE E

*Dearness allowance in Engineering Factories employing (i) 250 to 1000 workmen and
(ii) 1001 and above workmen*

		Rs. P.	Rs. P.
48	a) Unskilled workmen ...	193.50	236.90
	b) Semi-skilled workmen ...	197.50	240.90
	c) Skilled workmen .	208.50	251.90
	d) Highly skilled workmen ...	219.75	263.15
	e) i) Subordinate Staff such as Peons, Bearers, Masalchis, Bhistis, Canteen Boys, Watch & Ward Staff etc. ...	193.50	236.90
	ii) Car Drivers ...	201.00	244.40
	iii) Lorry Drivers ...	202.25	245.65
	f) i) Non-Matric Clerical Staff ...	204.75	248.15
	ii) Under Graduate Staff ...	206.00	249.40
	iii) Graduate Staff ...	208.50	251.90
	g) Supervisory Staff ...	208.50	251.90

6.7. All other industry-wise issues/demand raised by the unions are not pressed in view of this settlement. At the plant level however the workmen may raise issues other than those raised by the unions in the Charters of Demands which are settled by virtue of this agreement.

6.8. This agreement will come into operation with effect from the 1st of January, 1979 and shall remain effective till 31st December, 1981. It will continue to be binding upon the parties thereafter until it is terminated by either side by serving two months' notice.

6.9. In case of any dispute or anomaly in the matter of implementation of the terms of this settlement the same will be discussed at the plant level and in the event of failure of settlement, it will be referred to the Labour Directorate for a settlement.

6.10. In view of this Agreement, the Federations and the Unions hereby withdraw their strike notices in which they declared their intention to commence a strike from the 12th January, 1979.

THE JUTE SETTLEMENT

TERMS OF SETTLEMENT :

1. *Wages:* It is agreed that the basic wages of all workmen as defined in I. D. Act in the Jute Mills of West Bengal shall be increased by Rs. 47.50 per month (of 208 hours/26 days) payable from 1.2.79.

2. a) *Dearness allowance:* Dearness Allowance will continue to be linked with Consumer Price Index for the working class Calcutta (Base 1960=100). With effect from 1.2.79 the rate of neutralisation will be Rs. 1.30 per point of rise or fall in the cost of living index instead of Rs. 1.15. All workmen shall thus get an increase of Rs. 1.80 per month in Dearness Allowance in addition to the normal D.A. on the basis of the previous rate of neutralisation i.e. Rs. 1.15 that is payable from 1.2.79. The rise of Rs. 1.80 per month is due to the neutralisation at the rate of Rs. 1.30 instead of Rs. 1.15 for the rise of 12 points at the end of quarter ending December, 1978 over the average C.P.I. number for the quarter ending September, 1978 which was 335 points. Dearness Allowance will continue to be

adjusted quarterly @ Rs. 1.30 per point in the months of February, May, August and November of each year on the basis of average of consumer price index for working class, Calcutta (Base 1960=100) for the quarters ended December, March, June and September respectively.

2. b) Dearness Allowance is pegged at 300 points which will be considered as the floor level. There shall be no fall in the Dearness Allowance even in case the C.P.I. No. goes below 300 points. However, for a rise or fall between 300 and 335 points, the adjustment shall continue to be at the rate of Rs. 1.15 per point.

2. c) Total minimum wage inclusive of D.A. on the basis of C.P.I. No. 347 of Calcutta 1960 series will thus be Rs. 470.10 per month per workman.

3. a) *House Rent Allowance*: It is agreed that the workmen shall be paid House Rent Allowance as per West Bengal Workmen's House Rent Allowance Act. A rent equivalent to 50% of the House Rent Allowance as might be admissible under the Act will be recovered from the wages of the workmen concerned who have been allotted residential accommodation. Court cases in this connection, if any, will be withdrawn. The individual mill managements will accordingly amend/frame rent/service charge rules, if necessary. Recovery shall be made from not more than one allottee in a quarter.

3. b) Any problem arising out of implementation of the above clause will be taken up at the tripartite level for settlement, failing which, it will be referred to the Labour Minister for finalisation without interruption of normal work.

4. *Workload and Pair Broadloom operation*: It is agreed that a committee of experts will be set up by the Labour Minister to examine the workload and pair broadloom operation in jute industry and submit a report to the Government within six months from date of formation of the committee. Terms of reference and names of experts will be decided by the Labour Minister in consultation with both parties. After receipt of the report, copies will be furnished to both the parties. The Labour Minister, thereafter, will finalise the issue of workload and pair broadloom operation in consultation with the parties having due

regard to their contentions. Status quo will be maintained till finalisation of the issues.

5. *Grades and Scales of Pay:* Employers agreed in principle to introduce grades and scales of pay of all categories of workmen and revise the existing grades and scales. It is agreed that a committee with independent member/members will be constituted by Government in consultation with the parties for examination and making suitable recommendations within six months of its formation. After receipt of recommendation, copy of the same will be furnished to both the parties. The Labour Minister, thereafter, will finalise the grades and scales of pay in consultation with the parties having due regard to their contentions.

The committee will take into consideration all relevant factors including merger of different components of wages and restructuring of the existing piece rate system with provisions for fall back wages.

6. *Contract Labour and Bhagawalla:* (a) It is agreed that no contract labour shall be employed in any perennial and regular nature of job by the employers. (b) The system of Bhagawalla, if anywhere it exists, shall be abolished.

7. *Wage Payment period:* It is agreed that status-quo will be maintained.

8. *Reinstatement of victimised workmen:* It is agreed that lists already submitted of victimised workmen for political and/or trade union activities during the period of Emergency, will be taken up for consideration by the Labour Minister. The Labour Minister's recommendation in this matter which will be given within two months will be final and accepted by the parties. Number of such cases will not exceed 55.

9. *Complement:* It is agreed that the permanent complement in each jute mill will be 90% of the total working complement (number of persons engaged on work) as on 5th day of May, 1971. On the same basis another 20% of the workmen designated as Special Badlies shall be guaranteed employment for 220 days in each year till they are absorbed in permanent vacancies. These workmen will enjoy earned leave on pro-rata basis, festival leave as per rule and practice, provident

fund and E.S.I. benefits. Government will take suitable steps to see that it is implemented.

10. *Canteen*: It is agreed that Canteen will be run by individual Mill management in accordance with the relevant provisions of the Factories Act and the Rules framed thereunder and not through contractors. The management of the individual mills will run the canteen on 'no profit no loss' basis.

11. *Transfer*: In view of the special nature of the industry it is agreed in principle, that workmen may be transferred from one job to another of similar nature. The management while doing such transfer will, ordinarily, prevent any reduction of wages of the workmen involved.

12. *Issue of Wage Slips*: It is agreed that wage slips to individual workmen will be issued in cases where this is not being done now.

13. *Shift working and unpaid holidays*: It is agreed that the employer's proposals regarding introduction of 19/20 shifts and the abolition of unpaid holidays will be left to the good offices of the Labour Minister whose decision will be binding. Till settlement of the issues, 'status-quo' will be maintained.

14. *Manner of calculation of gratuity*: It is agreed that the individual mill management will adopt the following manner of calculating gratuity:

a) In case of time-rated workmen: the actual wages earned by a workman during the period preceding termination of his employment (week, fortnight or month) to be divided by the days that he actually worked during that period multiplied by 15 days and the no. of years of entitlement of gratuity.

b) In case of piece-rated workmen: the actual wages earned by a workman in the preceding three months to be divided by the no. of days that he actually worked during the period multiplied by 15 days and the no. of years of entitlement of gratuity.

15. The issue relating to workload of 'Sanghra' will be discussed and finalised by the Labour Minister in consultation with the parties.

16. It is agreed that the strike of the workmen in Jute Industry will be called off and normal work in the mills shall be resumed from 24.2.79.

17. Two weeks' joining time will be granted to the workmen for reporting back to work. Every endeavour will be made by the unions to prevail upon the workmen who may happen to be out of station to resume their work as early as possible.

18. It is agreed that in respect of matters not covered by this settlement, the existing system, practices and privileges shall continue.

19. It is agreed that the period of strike w.e.f. 5-1-79 to 23-2-79 shall be treated on the basis of 'no work, no pay' without, however, adversely affecting continuity of service of any workman. Eligibility for the purpose of statutory annual leave and continuity of service of workmen shall not be affected in any way for absence on account of the strike. It is also agreed that there shall be no victimisation of workmen for participation in the strike.

20. It is agreed that this settlement shall be applicable to all categories of workmen employed in all the jute mills in West Bengal.

21. It is agreed that this settlement shall take effect from 1-2-79 and remain in force upto 31st December, 1981 and continue to remain in force till terminated by statutory notice.

(22 February 1979)

**SETTLEMENT IN RAJASTHAN
TEXTILE INDUSTRY
(EXTRACTS)**

TERMS OF SETTLEMENT

1. (i) In respect of wage increase, it was agreed that all workers including the piece rated workers will be granted an Ad Hoc increase of Rs. 50/- per month with effect from 1-1-1979. It was further agreed that the Ad Hoc increase of Rs. 28.50 granted under Order of the Government of Rajasthan under Section 10-K of Industrial Disputes (Rajasthan Amendment) Act, 1970 for the period from 1.8.1977 to 31.12.1978 cease to operate from 1.1.1979.

(ii) The Unions also demanded revision in the piece rates of piece rated workers. It was agreed that this matter will be looked into by a Committee appointed as per para 19 to this Settlement.

2. In respect of the demand for payment of Dearness Allowance linked to all India Index, the Association agreed in principle to linking being done with All India Consumer Price Index (1960=100). Variable DA is at present being paid @ 81 paise per point of Beawar Index. This rate of 81 paise was arrived at by taking Rs. 85/- as the wage in the year 1960 when Beawar Index was 105. Whereas the Unions demanded that for the purpose of arriving at the per point rate linked to All India Index (1960=100), part of 1st Wage Board increase of Rs. 2/- and the Ad Hoc increase of Rs. 13/- given by mills in 1973 should also be added to the wage of Rs. 85/- arrived at by the Bagchi Committee, the Association stand was that such linking with All India Index be done on the existing Variable DA paid, since the per point rate 81 paise gives 100 per cent neutralisation. It is agreed to refer this issue to a Committee of equal representatives.

3. All matters concerning Badli Workmen under the Charter of Demands are referred to a Committee consisting of equal representatives of the Association and Unions.

4. In respect of contract labour it was agreed that except loading/unloading, building jobs, casual gardening and such other jobs which are purely contract work in nature, mills shall not engage contract labour for any regular job. It was further agreed that contract workers shall be paid minimum wage of Rs. 7/- per day from 1st February 1979 which shall be increased to Rs. 8/- per day from 1.1.1980. If however, any unit is paying already Rs. 7/- per day as minimum wage for contract labour, the same shall be increased to Rs. 8/- per day from 1.2.1979 but such units shall not give any increase from 1.1.1980. These contract workers who are presently getting more than Rs. 7/- per day shall also be eligible for increase of Re. 1/- per day in their respective wages from 1.2.1979 as well as from 1.1.1980. There shall be no discrimination in the wages between men and women workers doing the same job.

5. (i) Regarding casual leave to workers, it was agreed that the number of paid casual leave shall be increased from 7 to 9, from 1.1.1979.

(ii) It was also agreed that for entitlement of payment for

National and Festival Holidays, a badli shall be required to work on both days prior and subsequent to the paid holidays irrespective of the fact whether he works on the same occupation both days or not.

6. 1979 has been declared as 'International Year of Child'. Both parties agreed that the anxiety for the welfare of children of all should be reflected in this agreement in some form. It was agreed that adequate food arrangements including milk and fruits shall be provided for the children utilising creche facility. It was also agreed that the managements shall spend during this year Rs. 150/- per child availing of creche facility in addition to the expenditure being incurred as per provisions of law. However, this facility shall remain confined only to the year 1979.

7. It was agreed that the member of mills shall follow the provisions of Model Standing Orders in respect of subsistence allowance payable to workers suspended pending enquiry.

8. It was agreed that before removing the name of the workmen from muster roll on account of absenteeism and overstay of his sanctioned leave, the workmen shall be given notice to report within 10 days and to give explanation for his remaining absent. If his explanation is found satisfactory, his absence will be condoned. Otherwise he will lose his lien on the job and be taken as a fresh Badli worker.

9. It was agreed that those workers whose services are terminated by management or those who have superannuated and those who leave services with due notice as per Standing Order, management shall pay off their various dues including gratuity immediately on cessation of service. If the workmen leave employment without notice, then the dues including gratuity shall be paid within 15 days of the cessation of employment.

10. (i) The work of Apprentices shall be regulated in accordance with the provisions of the Apprenticeship Act.

(ii) As regards learners other than Apprentices it was agreed that during the learning period if a learner is engaged on a regular job he shall be treated as Badli for that day and shall be entitled for the wages of the occupation in which he has been engaged, on and from 1.2.1979. The stipend amount to be paid for learners shall be settled between management and

unions at unit level. Learners shall be engaged initially for a period of three months which can be extended by another three months where it is considered necessary.

11. It was agreed that in those Departments where there are only female workers, female jobbers would be engaged as and when the present male jobbers working in exclusive female Departments are adjusted elsewhere in consultation with the Unions.

12. Regarding the Committee as referred to in Paragraphs of this Settlement, the Association will nominate 5 representatives from their side. Each union will also nominate one representative to the Committee. The Committee will hold its meeting if at least 3 representatives of both sides are present. The Committee shall finalise its decision by 15.4.1979. Its decision shall be enforced from 1.1.1979. The first meeting of the Committee shall be held on 3rd March, 1979 at Jaipur.

13. The Association has raised the question of rationalisation in some of the Units. The Unions have agreed to adopt a positive attitude to study, discuss and settle such matters in accordance with well defined principles.

14. It was also agreed that workers getting better facilities and benefits than as provided under this Settlement shall continue to avail the existing facilities.

15. It was agreed that the payments due to the workers as per this settlement shall be made along with the wages for the month of February 1979.

16. This Settlement shall remain in operation for a period of 3 years i.e., till 31st December 1981. It is agreed that the Unions shall not agitate during this period on any of the Demands settled by this Settlement and shall maintain industrial peace.

(19 February 1979)

WEST BENGAL TEXTILES

Short Recital of the Case

Over the Charter of Demands submitted by the Unions in October-November, 1977, discussions were initiated by the

Labour Directorate where meetings were held on 13th and 27th December, 1977.

On 15.2.79 the Unions served a notice for strike from 15.3.79 in support of their Charter of Demands, particularly the demands relating to wages, wages differential, night shift allowance, canteen, workload etc. Meetings were again arranged in the Labour Directorate on 27th February, 2nd, 6th and 8th March, 1979 and thereafter before the Labour Minister, Govt. of West Bengal on 12th and 14th March 1979. Eventually a Settlement has been arrived at in the Tripartite meeting held on 14-3-79 on the following terms:

TERMS OF SETTLEMENT

Wages:

It is agreed that the basic wages of all workmen as defined in the I.D. Act shall be increased by Rs. 47.50 per month payable from 1-3-79. Similar increase will be granted to the existing wages of piece rated workmen

Dearness Allowance:

Dearness Allowance will continue to be linked with Consumer Price Index for the working class, Calcutta (base 1960=100). With effect from 1-3-79 the rate of neutralisation will be Rs. 1.30 per point of rise or fall in the cost of living index instead of Rs. 1.15. All workmen shall thus get an increase of Rs. 1.80 per month in Dearness Allowance in addition to the normal D.A. on the basis of the previous rate of neutralisation i.e. Rs. 1.15. The rise of Rs. 1.80 per month is due to the neutralisation at the rate of Rs. 1.30 instead of Rs. 1.15 for the rise of 12 points at the end of quarter ending December, 1978 over the average CPI number for the quarter ending September '78 which was 335 points. Dearness Allowance will continue to be adjusted quarterly at the rate of Rs. 1.30 per point in the month of February, May, August, and November of each year on the basis of average of Consumer Price Index for working class, Calcutta (base 1960=100) for the quarters ended December, March, June and September respectively.

Dearness Allowance is pegged at 300 points which will be considered as the floor level. There shall be no fall in the

Dearness Allowance even in case the CPI number goes below 300 points. However, for a rise or fall between 300 and 335 points, the adjustment shall continue to be at the rate of Rs. 1.15 per point.

Manner of Calculation of Gratuity under Payment of Gratuity Act

It is agreed that the individual mill management will uniformly adopt the following manner of calculation of gratuity:

(a) *In case of Time Rated Workmen:*

The actual wages earned by a workman during the period preceding termination of his employment (week, fortnight or month) to be divided by the days that he actually worked during that period multiplied by 15 days and the number of years of entitlement of gratuity.

(b) *In case of piece-rated workmen:*

The actual wages earned by a workman in the preceding 3 months to be divided by the number of days that he actually worked during the period multiplied by 15 days and the number of years of entitlement of gratuity.

House Rent Allowance

House Rent Allowance will continue to be paid in accordance with the West Bengal Workmen's House Rent Allowance Act, 1974.

It is agreed that ordinarily allotment of company's quarters should be made to a single allottee. However, where quarters are at present occupied by more than one allottee the existing practice will continue subject to examination and review of such cases including rent by the Conciliation machinery with the object of evolving a standard practice in this regard. Failing Settlement through conciliation the cases will be referred to the Labour Minister for finalisation without interruption of work.

Workload and Duties of workmen of various occupation:

It is agreed that a Committee of Experts will be set up by the Labour Minister to examine the workload and duties of

workmen of various occupations. The terms of reference and the names of Experts will be decided by the Labour Minister in consultation with the parties.

The Committee will be required to submit a report to the Govt. within six months from the date of its formation. After receipt of the report, copies will be furnished to the parties.

The Labour Minister will, thereafter, finalise the issues in consultation with the parties giving due regard to their contentions. It is, however, agreed by the parties that the status quo will be maintained till finalisation of the issues, unless changes are introduced through tripartite settlement.

Units mainly consuming staple/multifibres

It is agreed that another Committee will be constituted by the Government in consultation with the parties for examination of the aforesaid issues.

(A) Grade and Scales of Pay, (B) Occupational Wage differential of all categories of workmen, (C) Wage structure of workmen in Units mainly consuming staple/multifibres.

The Committee will take into consideration all relevant factors including merger of different components of wages and restructuring of the existing piece rates system, and will be required to submit a report, containing its recommendations, within six months of its formation. After receipt of the report, copies of the same will be furnished to the parties.

The Labour Minister thereafter will finalise the issues in consultation with the parties giving due regard to their contentions.

Re-instatement of Victimised workmen

It is agreed that lists, already submitted, of victimised workmen for political and/or trade union activities during the period of emergency, will be taken up for consideration by the Labour Minister. The Labour Minister's recommendation in this matter which will be given within two months will be final and accepted by the parties.

Canteen:

It is agreed that canteens will be run by individual mill managements in accordance with the relevant provisions of Tribunal Award.

Night Shift Allowance:

It is agreed that Labour Department will intervene and utmost attempt will be made by them to settle the case of night shift allowance amicably out of court.

Period of Settlement

The terms of the Settlement shall be valid from 1.3.79 to 28.2.82 and will continue to remain binding on the parties until these are terminated in writing either side by serving two months' notice.

Increment:

Annual increment @ Re. 1/- per month will be paid to each workman with effect from 1.5.79. The workmen on time-scale having a better rate of increment will continue to get increment at the usual rate. The workmen on time-scale who have reached the maximum of their respective scales shall be allowed increment at the last drawn rate. The aforesaid increment shall be allowed until finalisation of Grades and Scales of pay in terms of paragraph 5.5.1 to 5.5.3 above.

The issues in Unions' Charter of Demands, not covered by this Agreement are not pressed. Existing facilities, will however, continue.

The Unions hereby withdraw their notice of strike from 15.3.79.

NTC MILLS IN RAJASTHAN

Short Recital of the Case

Five Central Trade Unions, viz., CITU, BMS, AITUC, INTUC & HMP (hereinafter called the Unions) served charter

of demands in the month of December, 1978 and January, 1979 on the NTC Mills in Rajasthan with very little variance in the demands placed by the different Unions. The Unions at unit level also added some local demands in this notice.

After preliminary discussion earlier the matter was taken up in active conciliation by the State Labour Department on 5.3.1979 and after protracted negotiations between the Management of NTC and the above Unions, the following conciliation settlement was arrived at on 8.3.1979 at Jaipur.

Settlement

The Management of the National Textile Corporation (DPR) Ltd., on behalf of Edward Mills, Beawar, Mahalakshmi Mills Beawar and Shree Bijay Cotton Mills, Bijainagar, and the management of NTC Ltd. on behalf of Udaipur Cotton Mills, Udaipur agree that the settlement dated 19.2.1979 arrived at between the Rajasthan Textile Mills Association and Unions represented by CITU, INTUC, AITUC, BMS & HMP shall be made applicable regarding Demands No. 1(i), 6, 8(i)(ii), 11, 14, 15, 16, 17(i)(ii), 19 and paras 20, 21, 22 & 23.

As regards the demands for which committees have been framed in the aforesaid settlement dated 19.2.1979 in paras 1(ii), 3, 4 and 5(b), the management will discuss with the Unions after one month of the receipt of the recommendations of the Committees/settlement arrived at by the RTMA with the above Unions whichever is later.

The above settlement disposes of all the demands mentioned in charter of demands State Level or local ones including those contained vide Demand No. 12 and 13 raised jointly or severally by all the above Unions in relation to any/all the Units of NTC Ltd. or NTC (DPR) Ltd. either nationalised ones or managed by them, in Rajasthan without prejudice to their right to approach a competent Court of Law in respect of Demand No. 13.

KULTI WORKS OF IISCO

[The settlement was reached after 45 days united strike in January-February this year and the main demand was parity of wage structure with that of steel.

As a result of this settlement workers will get a minimum increase in emoluments of Rs. 100 per month which includes fitment benefit, House Rent Allowance and Transport Allowance. The minimum emolument of an unskilled worker will be at Rs. 530 per month.

The incremental rates have also been increased ranging between Rs. 6 and Rs. 25 corresponding to the grades at Burnpur which have now been accepted to be applicable to the Kulti works which was so long tied down to the state engineering wage rates.]

Short Recital of the Case

The above-mentioned functioning Unions of Kulti Works of IISCO Ltd. submitted their charter of demands on different dates during December, 1978. Their central demand was introduction of Steel Wages and fringe benefits as enjoyed by the workmen at the Burnpur Works of the Indian Iron & Steel Co. Ltd. Certain other issues have also been incorporated in the charter of demands for settlement alongwith the strike notices with their intention to go on strike from 12th January 1979 if no settlement is reached. Since no settlement could be reached the workmen went on strike with effect from 12.1.79. After the strike, a series of discussions took place before various conciliation officers at all levels of the Labour Directorate, West Bengal, Hon'ble Labour Minister, Government of West Bengal as well as Secretary, Labour Department, Jt. Secretary, Labour Department. After protracted negotiations the dispute has been resolved under the following terms and conditions without prejudice to the rights and contentions of either of the Management and the Unions.

Terms of Settlement:

i) It is agreed that the Management and the Unions shall finalise an agreed wage structure within a period of two months for the employees of Kulti Works. The range of annual increment will be Rs. 6/- to Rs. 25/- as prevalent in Burnpur Works on pattern on wages scale the maximum of which will be Rs. 920/- per month.

ii) It is also agreed that each employee of Kulti Works will get a minimum guaranteed benefit of Rs. 60/- (Rupees Sixty only) per month in wages (basic+D.A.) in the revised wage structure.

iii) It is also agreed that House Rent Allowance, Transport Allowance, Educational subsidy *as given to the workmen of Burnpur Works* will be extended to the workmen of Kulti Works immediately.

iv) It is also agreed that the existing anniversary date of increment of each workmen will be protected.

v) It is further agreed that details of implementation of the agreement, *its effective date*, modality, financial implications etc. will be discussed and settled between the management and the Unions within the above-mentioned period.

vi) In terms of the draft settlement reached before the Jt. Secretary, Labour Department, on 24.2.79 the workmen have resumed work with effect from 26.2.79 by withdrawing their strike.

vii) It is further agreed that the workmen who happen to be out of station will be allowed 2 weeks' joining time to report for duties from the date of withdrawal of strike. If any workman fails to report for duties within the period of 2 weeks' time he will give satisfactory explanation for the reasons of the delay to the management.

viii) It is agreed that the period of strike with effect from 12.1.79 to 25.2.79 shall be treated on the basis of 'no work no pay' without, however, adversely affecting continuity of service of any workman. Eligibility for the purpose of statutory annual leave and continuity of service of workmen shall not be affected in any way for absence on account of the strike. It is also agreed that there shall be no victimisation of workmen for participation in the strike.

ix) It is agreed that the other items of the charter of demands attached to the strike notices will be taken up by the management and the unions at the bipartite levels for discussion with a view to reach a settlement as early as possible.

x) It is also agreed and assured by the Management and the Unions that proper atmosphere for harmonious Industrial Rela-

tions will be maintained by the parties with a view to improve production and productivity.

February 27, 1979.

IDEAL JAWA, MYSORE

2500 workers of Ideal Jawa Ltd., Mysore called off their 47 days old strike and a settlement was arrived at.

By virtue of the settlement, the wages including House Rent Allowance went up from Rs. 402/- to Rs. 504/- as on 1-10-1977. Weightage increments from one to three have been agreed to in addition, on the basis of service in the company. The rate of neutralisation is fixed at Rs. 1.50 per point rise. Management has also agreed to cover all the employees under the Janatha Insurance Policy besides improving the Death Relief Fund. The night shift allowance is enhanced to 75 paise and Re. 1.00 for the second and third shifts. Attendance Bonus has been enhanced from Rs. 10/- to Rs. 20/- per month, washing allowance is increased by Rs. 2.50. The casual workers wages are increased from Rs. 6/- to Rs. 10/- per day.

By virtue of these benefits the enhancement to every employee in his emoluments ranges from Rs. 115/- to Rs. 245/- per month.

RAIGARH JUTE

[Workers of Raigarh Jute Mill in Madhya Pradesh went on indefinite strike along with the West Bengal jute workers from January 5, 1979. The strike was declared illegal, but the workers continued the strike for 66 days until the settlement was reached on March 11, 1979.]

TERMS OF SETTLEMENT

1. *Wages*: It is agreed that the basic wages of all the employees as defined in the Madhya Pradesh Industrial Relations Act shall be increased by Rs. 47.50 per month (of 208 hours/26 days) payable from 1.3.1979.

2. a) *Dearness Allowance*: Dearness allowance will continue to be linked with Consumer Price Index for the working-

class, Calcutta (Base 1960=100). With effect from 1.2.79 the rate of neutralisation will be Rs. 1.30 per point of rise or a fall in the cost of living index instead of Rs. 1.15. All workmen shall thus get an increase of Rs. 1.80 per month in Dearness Allowance in addition to the normal D.A. on the basis of the previous rate of neutralisation i.e. Rs. 1.15 that is payable from 1.2.79. The rise of Rs. 1.80 per month is due to the neutralisation at the rate of Rs. 1.30 instead of Rs. 1.15 for the rise of 12 points at the end of quarter ending December, 1978 over the average C.P.I. No. for the quarter ending September, 1978 which was 335 point. Dearness Allowance will continue to be adjusted quarterly @ Rs. 1.30 per point in the months of February, May, August and November of each year on the basis of average of Consumer Price Index—for working class of Calcutta (Base 1960=100) for the quarters ending December, March, June and September respectively.

2. b) Dearness Allowance is pegged at 300 points which will be considered as the floor level. There shall be no fall in the dearness allowance even in case the C.P.I. No. goes below 300 points. However, for a rise or fall between 300 and 335 points, the adjustment shall continue to be at the rate of Rs. 1.15 per point.

3. *Work Load*: It is agreed that in light of the Report of the Expert Committee to be set-up in the West Bengal to examine the workload, the Labour Commissioner will finalise the issue of workload in consultation with the parties having due regard to their contentions.

4. *Grades and Scales of Pay*: It is agreed that in the light of the recommendations of the committee to be set-up in West Bengal in the matter of grades and scales of pay, the Labour Commissioner will finalise the grades and scales of pay in consultation with the parties having due regard to their contentions.

5. *Complement*: It is agreed that the permanent complement will be 90 per cent of the total working complement (No. of persons engaged on work) as on 5th day of May, 1971. On the same basis another 20 per cent of the employees designated as Special Badlies shall be guaranteed employment

for 220 days in each year till they are absorbed in permanent vacancies. These employees will enjoy earned leave on pro rata basis, festival leave as per rule and practice, Provident Fund and E.S.I. Benefits. Government will take suitable steps to see that it is implemented.

6. *Shift Working*: It is agreed that both the parties will take suitable steps for the smooth running of 7 days working.

7. *Manner of Calculation of Gratuity*: It is agreed that the management will adopt the following manner of calculating gratuity:

- (a) In case of time rated employee—the actual wages earned by the employee during the period preceding termination of his employment (week, fortnight or month) to be divided by the days that he actually worked during that period multiplied by 15 days and number of years of entitlement of gratuity.
- (b) In case of piece-rated employee—the actual wages earned by an employee in the preceding 3 months to be divided by the number of days that he actually worked during the period multiplied by 15 days and the number of years of entitlement of gratuity.

7. It is agreed that the strike resorted to by the employees will be called off and normal work shall be resumed not later than 12.3.79.

8. Two weeks joining time will be granted to the employees for reporting back to work. Every endeavour will be made by the union to prevail upon the employees who may happen to be out of station to resume their work as early as possible.

9. It is agreed that period of strike w.e.f. 5.1.79 to 11.3.79 shall be treated on the basis of 'no work, no pay' without, however, adversely affecting continuity of service of any employee. Eligibility for the purpose of statutory annual leave and continuity of service of employees shall not be affected in any way for the absence on account of the strike. It is also agreed that there shall be no victimisation of employees for participation in the strike. The Union assures to do its best to increase pro-

ductivity and in consideration thereof the management agrees to withdraw the cases filed by them in the Labour Court, Bilaspur regarding declaration of the strike as illegal.

10. That the unions' demand for house rent allowance at par with the West Bengal Mills shall be discussed in a tripartite meeting to be arranged by the Labour Commissioner and all out efforts shall be made to resolve the issues amicably. If no settlement is reached the Government in consultation with the parties may refer the issues to the adjudication or arbitration in accordance with the provisions of the Madhya Pradesh Industrial Relations Act, 1960.

11. It is agreed that this settlement shall take effect from 1.3.1979 (1st March 1979) and remain in force upto 28th February, 1982 (28.2.1982).

**KIRLOSKAR ELECTRIC CO.
FORM "H"**

Memorandum of Settlement

(Under Section 12(3) of the Industrial Disputes Act read with Rules 59 of the Karnataka Rules)

Names of Parties

<i>Representing the Employer</i> <i>Kirloskar Electric Company Ltd, Rajajinagar Factory & Peenya Factory</i>	<i>Representing the Workmen employed in both the Factories by Kirloskar Electric Co. Employees' Association.</i>
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- | | |
|----------------------------------------------------------------|-------------------------------------------------|
| 1. Sri D. K. Prahlada Rao,
Secretary | 1. Sri M. S. Krishnan,
President |
| 2. Sri P. R. Mundewadi,
Vice-President (Finance) | 2. Sri Shivanna,
Vice-President |
| 3. Sri K. V. Shivangi,
Executive (Law & Indl.
Relations) | 3. Sri U. S. Venkataraman,
General Secretary |
| 4. Wing Comdr. Dinesh
Kumar, Senior Manager,
(Sales) | 4. Sri K. M. Subramani,
Joint Secretary |

- | | |
|----------------------------------------------------------|------------------------------------------------|
| 5. Sri N. S. Subbanna,
Chief Executive (Unit III) | 5. Sri P. Venkataswamy,
Assistant Secretary |
| 6. Sri A. J. Mendonca,
Factory Manager
(Unit III). | 6. Sri J. K. Pawar,
Treasurer. |

SHORT RECITAL OF THE CASE

Memorandum of Settlement under Section 12(3) of the Industrial Disputes Act, 1947, signed and executed on the 23rd day of February, One thousand Nine Hundred and Seventynine BETWEEN M/s. Kirloskar Electric Company Ltd, a Public Limited Company within the meaning of Section 3 of the Companies Act, 1956, having its Registered Office at Industrial Suburb, Rajajinagar, Bangalore, of the FIRST PART, and the Workmen employed by the Company at its factory situated at the Registered Office and its Factory (Unit III) situated in Peenya Industrial Estate, Bangalore, represented by Kirloskar Electric Company Employees' Association, No. 1, Vinayaka Buildings, 1st Cross, Malleswaram, Bangalore-560003, a registered Trade Union under the Trade Unions' Act, 1926, of the SECOND PART;

Whereas the parties have entered into a Settlement on 15-1-1975 which was in force till 30th June, 1978, and which was to continue to be in force until it was expressly terminated;

Whereas the Kirloskar Electric Company Employees' Association by their letters dated 4-7-1978 terminated the Settlement dated 15-1-1975 after the expiry of two months from 4-7-1978.

Whereas thereafter the Workmen submitted a Charter of Demands, under their covering letter of 15-9-1978 containing inter-alia, other demands in respect of revision of wage structure, enhancement of Dearness Allowance, House Rent, Transport facility, leave facility, job classification and promotion policy, shift allowance, festival advance, uniforms, revision of incentives, leave travel concession, employment to heirs/dependants of employees, payment of over-time subsidy, payment for working on normal holidays and festival holidays, incentive for higher education, shift timings, casual workers,

machine allowance, hazardous occupation allowance, attendance bonus, full-time doctor and death-cum-retirement benefits and desired that the economic demands be implemented with effect from 1-7-1978;

Whereas the Management went through the demands, studied all the implications including the likely financial burden on the Company and on comparing the position in similar industries in the region and replied by its letter of 29-10-1978 regretting its inability to concede to the various demands. However, in order to have a negotiated settlement acceptable to both the parties, the Management invited the representatives of the Workmen for negotiations;

Whereas the representatives of the Management and the Employees' Association held discussion from 3rd November, 1978, on various dates. During this period, the Employees' Association gave a strike notice on 21-1-1979 stating that they would go on strike with effect from 12-2-1979 if there were to be no Settlement on the Charter of Demands;

Whereas on the issue of strike notice as above the Hon'ble Commissioner of Labour in Karnataka took up the dispute in conciliation under Section 12(1) of the Industrial Disputes Act read with Rule 10 of the Industrial Disputes (Mysore) Karnataka Rules, 1957, in conciliation and fixed the conciliation meeting on 2-2-1979 at 11 a.m. and continued the discussions on 5-2-1979, 9-2-1979 and further on 10-2-1979;

Whereas the Workmen struck work from 12-2-1979 in pursuance of the strike notice dated 21-1-1979 and continued the strike;

Whereas even thereafter the parties had several rounds of meeting and discussed various points of dispute; and,

Whereas through the good offices and guidance of the Hon'ble Commissioner of Labour & Conciliation Officer, and through the bilateral discussions held on 14-2-1979, 15-2-1979, 16-2-1979, 19-2-1979, 20-2-1979 and 21-2-1979 the Parties discussed and arrived at an amicable Settlement on all outstanding points of dispute keeping in view the mutual benefits and advantages of a negotiated settlement, the parties hereto i.e. the Management and the Workmen have entered into this Settlement before the Commissioner of Labour and Con-

ciliation Officer in Karnataka at Bangalore this 23rd day of February One Thousand Nine Hundred and Seventy Nine;

Now wherefore the parties hereto agree that the dispute arising out of the Charter of Demands BE AND HEREBY SETTLED on the following terms:

TERMS OF SETTLEMENT

I. APPLICABILITY

The benefits under this Settlement are applicable only to such of those daily-rated employees in Grades I to VII listed in Annexure "1" and to those monthly rated employees in Grade I to IV listed in Annexure "2" to the Settlement of 15.1.1975 who answer the two condition viz.,

- (i) who are on the muster rolls of the Company on 1-7-1978 and who joined the services after 1-7-1978 but before the date of this Settlement; and,
- (ii) who continue to be in service as on the date of this Settlement.

All other categories of employees are expressly excluded from the operation of this Settlement.

II. REVISION OF WAGE STRUCTURE:

The wage structures for Daily Rated and Monthly Rated Employees annexed to the Settlement of 15-1-1975 stand revised as mentioned in the Enclosures 'A' and 'B' hereto. The revised wage scales will be effective from 1st March, 1979, in regard to the workmen who are on the rolls of the Company on the day of this Settlement. During the currency of the Settlement any new jobs that may come into existence from time to time will be evaluated by the Job Evaluation Committee and included in the Wage Structure at the appropriate grade as decided by the Job Evaluation Committee. It is agreed that a new Grade viz. Grade VIII in the daily rated employees' cadre will be created as shown in the Enclosure 'A' and only such jobs as would qualify to be classified in Grade VIII, in the opinion of the Job Evaluation Committee, will within a reasonable period of about 3 months be incorporated and the employees working on such jobs would be promoted to that grade.

III. FITMENT:

It is agreed that each workman on the rolls of the Company as on 1-7-1978 and joining thereafter but before the date of Settlement and who continues to be in service as on the date of this Settlement will be placed in the respective revised wage scales after adding Rs. 100/- (rupees one hundred only) from out of the Dearness Allowance payable to him.

(a) If an employee falls in between two steps in a scale, he will continue to be so until after he crosses the slab, and when he draws an increment beyond the said slab, the broken increment would be given to fit him at the exact step in the slab in the scale.

Example: "A" is drawing Rs. 233.50 in Grade I (D.R.E.) as on 23-2-1979 and his annual increment date is 1st April.

233.50	Basic as on 23-2-1979 in Old Scale
100.00	From out of Dearness Allowance
333.50	Basic as on 1-3-1979 in the new scale
7.00	Increment due on 1-4-1979
340.50	Basic as on 1-4-1979
7.50	Increment due on 1-4-1980
348.00	Basic as on 1-4-1980
2.00	Broken increment
350.00	Basic as on 1-4-1980.

(b) If a workman is promoted within a period of three years (without getting fitted as above) he will be fitted at the exact step in the promoted scale at the time of his promotion.

Example: "A" is drawing Rs. 225.50 in Grade I (D.R.E.) as on 23-2-1979 and his annual increment date is 1st April:

225.50	Basic as on 23-2-1979
100.00	From out of Dearness Allowance
325.50	Basic as on 1-3-1979 in the new scale
7.00	Increment due in April, 1979
332.50	Basic as on 1-4-1979
7.00	Increment due in April, 1980
339.50	Basic as on 1-4-1980
1.00	Promoted on 1-4-1980 and Fitted in Gr. II
340.50	Basic as on 1-4-1980 in Grade III

(c) If a workman does not cross the slab within 3 years or does not get promoted within three years then at the time of his next increment after three years, he will be given the broken increment and fitted at the exact step of the slab in the scale.

Example: "A" is drawing Rs. 217.50 in Grade I (D.R.E.) as on 23-2-1979 and his annual increment date is 1st April:

217.50	Basic as on 23-2-1979
100.00	From out of Dearness Allowance
317.50	New Basic in Grade I in new scale
7.00	Increment due in April, 1979
324.50	Basic as on 1-4-1979
7.00	Increment due in April, 1980
331.50	Basic as on 1-4-1980
7.00	Increment due in April, 1981
338.50	Basic as on 1-4-1981
7.50	Increment due in April, 1982
346.00	
4.00	Fitment (Broken Increment)
350.00	Basic as on 1-4-1982.

IV. SETTLEMENT BENEFIT:

It is agreed that only the existing workmen who are on the rolls of the Company as on 1-7-1978 and who joined there after but before the date of this Settlement and continue to be in service as on the date of this Settlement will be given a Settlement Benefit of Rs. 50/ (rupees fifty only), per month. In order that the revised wage scales are not affected, it is agreed to show the amount of Settlement Benefit as a separate item of remuneration. This is, however, eligible for the purpose of P.F., E.S.I., Profit Sharing Bonus and Gratuity.

V. SERVICE INCREMENTS:

The Management proposed to grant one or more Service Increments effective from 1-7-1978 to those who continue to be in service till the date of this Settlement or until the Chairman and Managing Director gives his decision at the following rates:

<i>Length of service as on 1-7-1978 1-7-1978</i>	<i>No. of Incre- ments in the revised scale</i>
1. To all the workmen who have <i>not</i> completed 8 years;	Nil
2. To those who have completed 8 years but have not completed 14 years of service	One
3. To those who have completed 15 years but not have completed 25 years	Two
4. To those who have completed 25 years service or more than 25 years	Three

Since the Employees' Association was not satisfied with this, the following alternate proposal was made by the union.

<i>Length of service as on 1-7-1978</i>	<i>No. of Incre- ments in the revised scale</i>
1. 0 to Less than 6 years	Nil
2. 6 years to 11 years completed	One
3. 12 years to 17 years completed	Two
4. 18 years and above	Three

As this issue could not be resolved, it is agreed to leave it to the Chairman and Managing Director for decision which shall be final and binding on both the parties.

NOTE: 1. For the purpose of computing the number of year of service only continuous completed years of service upto 1-7-1978 from the date of appoint-

ment of a Permanent workman as on 1-7-1978 will be counted;

2. If, as a result of the grant of service increments, any workman were to reach the maximum of the revised wage scale, he will continue to draw his increment(s) at the last drawn increment rate to the extent of such number of increment(s) that were given to him by way of Service Increments as if his scale had been extended. The excess beyond the scale will, however, be "personal" to him.

VI. DEARNESS ALLOWANCE:

(i) Effective from 1-7-1978, the Dearness Allowance payable to the workmen covered by this Settlement has been fixed at Rs. 130/- (rupees one hundred and thirty only) per month (of 26 working days for Daily Rated Employees) with reference to the All India Consumer Price Index (Simla Series) for Bangalore City at 333 points (1960=100 base) published by the Labour Bureau, Simla, which is the average of the indices for the months of January, February and March, 1978;

(ii) For any variations in the quarterly average Consumer Price Index Figures beyond 333 points upto and including 342 points, the Dearness Allowance will be adjusted upward or downward depending on the rise or fall, at the rate of Rs. 1.30 per point rise or fall in the quarterly index and for variations from 343 points and above adjustment will be made at the rate of Rs. 1.50 per point of rise or fall upto 342 points;

(iii) It is agreed that any fall in the average index below 333 points will be ignored and the minimum irreducible Dearness Allowance shall be Rs. 130/- (rupees one hundred and thirty only) at 333 points—quarterly average Consumer Price Index.

(iv) The dates of adjustment of quarterly average of Consumer Price Index and related period of Dearness Allowance will be as below:

Date on which D.A. is to be adjusted	Period for which payment is to be made	Month with reference to which average CPI is to be worked out
1st April	April, May and June	October, November and December of the previous year
1st July	July, August and September	January, February and March of the same year
1st October	October, November and December	April, May and June of the same year
1st January	January, February and March	July, August and September of the previous year

(v) The Average Consumer Price Index will be worked to decimel of 2 digits and the Dearness Allowance will be worked out to paise and it will be rounded off to the nearest rupee i.e. 0.50 Ps. and below will be ignored and 0.51 Ps. and above will be rounded off to the next one rupee;

(vi) In the event of merger of Dearness Allowance either in full or in part for any contingency, adjustment will be done in such a way as to ensure that the total of basic and dearness allowance does not vary;

(vii) In the event of the base year of the Consumer Price Index were to change for Bangalore City as compiled by the Labour Bureau, Government of India, during the currency of the Settlement, the Consumer Price Index number which is fixed at 333 points as on 1-7-1978 and the adjustment of the new Dearness Allowance on account of fluctuations in the index number in each quarter will be appropriately altered depending upon the linking factor that has to be adopted due to the change in the base year from 1960 to any other year;

VII. HOUSE RENT ALLOWANCE & TRANSPORT ALLOWANCE:

The management agrees to grant a sum of Rs. 50/- per month (consisting of Rs. 30/- towards House Rent Allowance and Rs. 20/- towards Transport allowance) to all the employees covered by this Settlement during the currency of the Settlement. The H.R.A. and the Transport Allowance will not be taken into account for the purpose of Provident Fund, Profit Sharing Bonus and Gratuity. However, proportionate deductions will be made from the employees' wages if these two items are included for the purposes of E.S.I. Act or P.F. Act.

Rs. 30/- (rupees thirty only) paid towards H.R.A. alone will be taken into account for the purpose of arriving at a day's wage for payment of wages towards paid leave or paid holidays since the workman is not expected to incur any transport expenses on holidays, absence and during leave or during the period of absence due to sickness whether on E.S.I. or otherwise.

VIII. LEAVE FACILITIES:

(A) Annual Leave with wages:

The existing quantum and conditions for grant of annual leave with wages (Basic+D.A.+H.R.A.) shall continue as per annexure 'B' to the Joint Application dated 31st December, 1977, made to the Certifying Officer, Industrial Employment (Standing Orders) Act, 1948.

(B) Casual Leave & Sick Leave:

The Management has agreed to grant 7 days Casual leave and 6 days sick leave with wages (Basic+D.A.+H.R.A.) in a calendar year to the workmen subject to the following conditions:

- (i) These types of leave will be granted to the workmen who have put in a minimum of three months service;
- (ii) Workmen joining service after the 1st day of the calendar year will be granted casual leave and sick leave on pro-rata basis calculated for the remaining portion

of the calendar year subject to the condition that such leave will not be utilised in the first three months after joining;

(iii) This casual leave and/or sick leave

(a) cannot be claimed on any specific date as a matter of right except after obtaining prior sanction. However, in exceptional circumstances subsequent approval has to be obtained for genuine reasons as soon as practicable.

(b) cannot be accumulated and the balance, if any, will be deemed to have lapsed at the end of the calendar year;

(c) cannot be availed of for more than 3 days at a time;

(d) cannot be pre-fixed or suffixed with annual leave with wages;

(e) cannot be claimed as a matter of right;

(f) shall not be available for less than four hours on a single occasion.

The understanding arrived at in the Settlement of 15-1-1975 and the provisions of the Standing Orders modified on 19-12-1978 on the subject matter of leave get nullified. An application to incorporate the modifications agreed to under this Settlement in the Standing Orders of the Company will be filed jointly by the parties hereto before the Certifying Officer.

(C) (1) Prefixing and suffixing of holidays to the leave may be done with express permission of the Management. Intervening holidays shall be considered as leave.

(2) One type of leave cannot be clubbed with another type of leave.

(3) Holidays intervening two types of leave will be considered as leave.

IX. NATIONAL & FESTIVAL HOLIDAYS:

The Management will grant 11 National and Festival holidays in a calendar year in accordance with the provisions of the National & Festival Holidays Act. In the 11 holidays, Republic Day, Independence Day, May Day, Kannada Rajyotsava Day and Mahatma Gandhi Jayanti Day shall necessarily be included. The remaining festival holidays shall be fixed in consultation with the Employees' Association.

If May Day and/or Kannada Rajyotsava Day falls on Sunday or weekly holiday, the Employees' Association may select any other festival holiday for the year.

X. JOB CLASSIFICATION & PROMOTION POLICY:

The Management agrees to codify the prevailing practice in regard to Promotion Policy and give it to the Employees' Association within two months from the date of this Settlement and the issue will be discussed and settled amicably and expeditiously.

XI. SHIFT ALLOWANCE:

The Management agrees to pay Shift Allowance to all the workmen working in the Second Shift at the rate of Re. 1/- per shift provided they work till the mid-night during Second Shift or till the end of the second shift and Rs. 1.50 per shift to all workmen working in the third shift starting around mid-night provided they work till the completion of the third shift.

XII. FESTIVAL ADVANCE:

The Management agrees to grant Festival Advance of Rs. 200/- (rupees two hundred only) for any one festival to be chosen by the Employees' Association for all workmen and the same shall be deducted in equal monthly instalments before 30th June of every year.

XIII. UNIFORMS:

(i) The Management has agreed to give with effect from 1-7-1979 or in the month of July 1979 cloth for the two sets of uniforms per year and grant a sum of Rs. 30/- (rupees thirty only) towards stitching charges to all the confirmed daily rated employees. Lady operatives in the shop floor and inspectors in Inspection and Testing Department will be provided with overcoats;

(ii) All employees who were issued with uniforms on or after 1-7-1978 will be entitled to cloth and stitching charges only on 1-7-1979 and every year thereafter.

(iii) All the workmen issued with the cloth for uniforms should get the uniforms stitched within 15 days from the date of issue and should wear the same, while on duty. There shall

be no excuse whatsoever for not wearing uniform. It shall be the workmen's responsibility to maintain the uniforms in good condition so that they are not damaged beyond the normal wear and tear.

(iv) Quality and colour of the cloth for each year shall be decided by the Management and the decision of the Management in this behalf shall be final and binding;

(v) The workmen confirmed after the date of the issue of cloth will be eligible for cloth for uniform and stitching charges only at the next issue of cloth for uniform;

(vi) It is agreed that the Management shall have the right to shut the employee out if he is not in uniform on duty. Attending the factory without uniform shall constitute a misconduct, punishable under the Standing Order Part II of the Standing Order No. 18 applicable for Daily Rated Employees.

XIV. SAFETY SHOES:

The Management agrees to continue to provide safety shoes to those employees who are presently getting. It is also agreed, to provide safety shoes to the Machine Operators and the Helpers attached to the Machine Operators or machines in the Central Machine Shops. In regard to other workmen in all other shops, the Management agrees to consider and refer the list given by the Employees' Association to the Safety Committee for consideration. The decision of the Safety Committee is final and binding.

XV. REVISION OF INCENTIVE SCHEME:

It is agreed that the existing practice of having discussions as and when the issues arise will continue.

XVI. PAYMENT FOR WORKING ON HOLIDAYS:

Whenever a workman or workmen is/are asked to work on Sundays or other weekly off days, he shall be paid extra half wages of the daily average wage (basic +D.A.+H.R.A. divided by 26. He will be further entitled to a substituted weekly off without wages in case of D.R.Es.

If a workman is asked to work on a paid festival holiday,

then he shall be paid one and half days' extra wages for the said day and he shall not be eligible for a substituted holiday for that day.

XVII. DEATH RELIEF:

It is agreed that on the death of an employee while in service the Management agrees to deduct Re. 1/- from the salary of each employee in the month subsequent to death of the employee and also to contribute a sum equivalent of the employees' contribution. Rs. 250/- will be paid on the date of death. The amount so collected will be handed over by the Management to the legal heirs of the deceased employee nominated for the purpose of Gratuity, after deducting Rs. 250/- paid on the date of death.

If the death occurs within the Corporation limits, the Management representative wherever possible and any two representatives of the workmen may go to express condolences. If the death occurs beyond the Corporation limits two representatives of the workmen will be permitted for that day to go on their own to express condolence.

XVIII. SHIFT TIMINGS:

Subject to 8 hours of work and 45 minutes lunch break, the Management agrees to discuss with the Employees' Association change in shift timings of those employees who come by rotation and the sweepers and endeavour to find a mutually satisfactory solution;

XIX. EMPLOYMENT OF HEIRS OF DECEASED EMPLOYEES:

It is agreed that the existing practice of providing employment only to one son of a deceased employee in conformity with the recruitment rules or policy of the Company will continue. Any other cases involving undue hardship to the family of the deceased employee will, however, be brought to the notice of the Management by the Employees' Association for consideration. The decision of the Management in this behalf is final and binding.

XX. RETROSPECTIVE EFFECT :

It is agreed that the Settlement on Basic, Dearness Allowance, House Rent Allowance, Transport Allowance and Service Weightage takes effect from 1-7-1978. For the period from 1-7-1978 to 28-2-1979 actual arrears based on actual attendance will be calculated and paid as soon as possible after making statutory deductions. This will count for Profit Sharing Bonus, Provident Fund and E.S.I. but not for overtime or leave with wages or working on off-days. Rest of the terms will be prospective from 1-3-1979. The payment of arrears will be effected around 30-6-1979 on any date(s) to be mutually agreed upon.

XXI. PERIOD OF SETTLEMENT :

This Settlement shall be in force till 30-6-1982 and shall continue to be in force even thereafter until terminated by either party in accordance with law.

XXII. WITHDRAWAL OF DEMANDS :

The Employees' Association further agrees expressly to withdraw their demands contained in their Charter of Demands dated 15-9-1978 in respect of point-to-point fitment, leave travel concession, employment to dependants of the deceased or retired or resigned employees, incentives for higher education, casual workers, machine allowance, hazardous occupation allowance, attendance bonus, full-time doctor, etc. in full and in respect of all other demands such as payment of overtime subsidy for working on holidays and festival holidays, employment to dependants of the deceased or retired employees, to the extent not expressly granted in these presents.

XXIII. It is agreed that no wages shall be payable to the employees covered under the Settlement for the period of strike from 12-2-1979 till their resumption of work on the principle of no-work-no-pay basis.

XXIV. GENERAL :

1. The Employees' Association/workmen agree to co-operate

with the Company in its responsibility to maintain discipline in accordance with law;

2. The Employees' Association/workmen agree to the Management framing Rules and Regulations consistent with this Settlement and the statutes in force from time to time as may be deemed necessary for the purpose of maintaining order, safety and effective operation of the Company's work;

3. The workmen through the Employees' Association agree to extend willing and active co-operation to the Management to increase production and productivity and maintain high morale of the work force;

4. The workmen through the Employees' Association further agree to fully co-operate with the Management in improving productivity and production methods, improving quality of products, reducing scrap and also reduce absenteeism;

5. It is agreed that—

(a) in the event of sudden and unforeseen stoppage of work, for any reason whatsoever workmen on continuous process will continue to do work as directed and carry out instructions given to them to ensure that damage is not caused to any material and machine by sudden stoppage of work;

(b) other workmen for whom work cannot be given may be laid-off in accordance with the provisions of the Standing Orders and under the Industrial Disputes Act;

6. The Employees' Association and the Workmen agree that they will not resort to go-slow and/or strike without exhausting all other remedies;

7. IT IS AGREED BY AND BETWEEN THE PARTIES THAT

(a) in the event of the Government of Karnataka or the Government of India appointing/constituting any wage board for the Engineering Industry at any time in future and the conclusions/recommendations of such wage board becoming appli-

cable to the company's factories at Bangalore those conclusions/recommendations will be implemented with due and full regard to the totality of service conditions (i.e. Basic Wage+D.A.+ Any regional allowance);

(b) if the totality of service conditions under this Settlement are equal or more than those recommendations/conclusions arrived at by the Government of Karnataka or the Government of India, then the Company shall not be called upon to make any further revision or alterations;

(c) as and when the totality of service conditions arising out of the conclusions/recommendations by the Government of Karnataka or the Government of India become applicable to the Company's factories at Bangalore, and are more favourable to the workmen the recommendations/conclusions will be implemented only to the extent necessary to bring the service conditions in the factory on par with such recommendations/conclusions.

8. In furtherance of industrial peace, prosperity and harmony both parties believe in mutual co-operation based on a sense of justice and fair play. The parties agree that whenever points of dispute arise, these shall be negotiated in good faith and with mutual understanding. The Association shall not place any financial demands.

XXV. If any ambiguity, doubt, difficulty or difference in interpreting or working the terms of this Settlement should arise, it is expressly agreed to between the parties hereto that the decision of the Managing Director shall be final and binding on the parties in all such matters.

IN WITNESS WHEREOF, the parties hereto have set their hands hereunto this the TWENTY THIRD day of FEBRUARY One Thousand Nine Hundred and Seventy Nine.

KIRLOSKAR ELECTRIC COMPANY LTD.

Bangalore,
23rd February, 1979

To

The General Secretary,
K.E.C. Employees Association,
No. 1, Vinayaka Building,
Malleswaram, Bangalore.

Dear Sir,

In view of overall settlement the grades and scales of M.R.Es have also been revised. Although the rates of increments have been generally increased, they are made equal to the increment rates in D.R.E. Cadre for grade iv to grade viii. As a gesture of this goodwill the management would add one rupee to the settlement benefit of Rs. 50/- (Rupees fifty only) to all M.R.Es in grade i to grade iv who are in service as on 23.2.1979 at the time of their annual increments each year during the currency of the settlement alone and not thereafter. It may please be noted that this is applicable only so long as the existing M.R.Es is not promoted to grade V and above.

We request you to kindly accept this gesture of the management in proper spirit.

Thanking you,

Yours faithfully,
Sd/-

(K. V. Shivangi)
Executive (Law & IR)

Thank you for your letter and we appreciate the good gesture made by the management towards M.R.Es in grade i to iv.

Thanks.

Sd/-
(U. S. Venkataraman)
G.S., KEC Employees Union.

ANNEXURE—"A"

(Settlement dated 23rd February, 1979)

WAGE STRUCTURE FOR DAILY RATED EMPLOYEES

GRADE I

Rs. 300.00-7.00-335.00-7.50-372.50-8.00-452.50
(Unskilled)

(1) Attender (Office); (2) Bradma Printer (Manual); (3) Cleaner; (4) Helper doing manual work; (5) Mali. (6) Scavenger; (7) Stenciller; (8) Sweeper; (9) Sand mixer; (10) Unskilled labourer; (11) Ware-washer.

GRADE II

Rs. 320.00-3.50-362.50-9.00-407.50-9.50-502.50
(Semi-Skilled "C")

(1) Attender; (a) Tool Crib; (b) Stores; (2) Assistant Cook; (3) Assistant Cupolaman; (4) Blue Printer. (5) Chipper; (6) Coil insulation Maker; (7) Coil Winder—light random (weight per coil below 10 kg; (8) Core Maker (simple slab, runner, strainer cores without intricacies); (9) End Connector; (10) Fitter (low precision); (11) Grinder; (12) Helper (Insulation Shop, Radial Drill Machine and helping Grade IV machines or operations); (13) Helper in Foundry (helping Moulders on heavy jobs and doing by rotation metal pouring, sand mixing, core spraying and finishing); (14) Machine Operator: (a) Blanking press with pillar guide tools including fixing of tiils, (b) Drilling machine upto 1" (fixed arm pillar type); (c) Key way cutting, (d) Cutting machine (manual—for non-ferrous materials), (e) Tube cutting, (f) Wood cutting, (g) Crane (manual), (h) Notching press including grinding and fixing of tools, (i) Small shear manual (metal sheet thickness upto 3.1 mm), (j) Power hacksaw, (k) Spot welding; (15) Metal pourer; (16) Moulder (operating simple hand operated moulding machine); (17) Moulder (doing hand moulding); (18) Shook maker (packing). (19) Spray painter; (20) Stator and rotor Assembler (upto and including 300 mm. stator O.D. and corresponding rotor; (21) Vendor; (22) Watchman.

GRADE III

Rs. 335.00-10.00-385.00-10.50-437.50-11.00-547.50
(Semi-Skilled "B")

(1) Assembler—small bodies; (2) Core Assembler (Transformers—simple cores wt. upto $\frac{1}{2}$ ton) (3) Stator and rotor Assembler (above 300 mm and upto 550 stators stamping O.D. and corresponding rotor); (4) Attender: Filter, Fire and Test Room; (5) Core maker (terminal box, odd shapes and the like); (6) Cook; (7) Dipper; (8) Fitter; (a) Shops and Maintenance, (b) General production—rough filing and chipping; (9) Head Scavenger; (10) Head Watchman; (11) Helper (helping Grade V welder and welding in absence of designated welder); (12) Helper (helping Grade V machines or operations); (13) Insulation Shop Assistant; (14) Machine Operator: (a) Bradma embossing, (b) Do-All, (c) Radial Drilling machine (above 1" capacity); (d) Bending roll (power driven or hand operated metal sheet thickness $\frac{1}{4}$ " and below), (e) Capstan lathe, (f) Centre lathe like RL2 and equivalent, (g) Coil winding random coil under tension weight per coil above 10 kg. (h) Strip and wire wound coils under tension with specific dimension limits and inter leaving insulation, (i) Cold saw, (j) Crane Operator—pendant upto 3 tonnes, (k) Degreasing plant (l) Nibbling and circle cutting, (m) Production milling, (n) Power Shear (metal sheet thickness above 3.1 mm upto 4.5 mm), (o) Shaping machine (Shops), (p) Engraving machine. (15) Moulder working on small moulding machine viz., HPL-1 and equivalent; (16) Hand moulder working on simple patterns; (17) Leak Tester; (18) Packing case maker; (19) Pattern maker (simple wooden pattern under instruction and doing preparatory work for senior pattern makers); (20) Stator and rotor winders (stator OD upto 300 mm and corresponding rotors wire and bar) (21) Varnishers.

GRADE IV

Rs. 350.00-11.50-407.50-12.00-467.50-12.50-592.50
(Semi-Skilled "A")

(1) Assembler: (a) Heavy bodies, (b) Control gear, Welding Generator, (c) Generating set, (d) Stator and Rotor, (Stator stamping OD above 550 mm and corresponding rotors), (e) Tap changing switch; (2) Automobile mechanic; (3) Attender (winding shrinkage); (4) Core Assembler (Transf. 0.5 tons upto 1.5 tons); (5) Carpenter; (6) Coil Erector (Transformer upto 33 kv); (7) Medium core maker upto T4 bodies and the like in Foundry; (8) Cupolaman; (9) Die and punch maker (simple notching and blanking tools—Tool Room); (10) Driver (3 wheeler); (11) Electrician; (12) Fitter (Precision fixture making Tool Room); (13) Fabricators (Tools—Tool Room); (14) Fabricator (Engine frame); (15) Gas welder and brazer; (16) Head Cook; (17) Insulation Shop Assistant; (18) Marker; (19) Moulder on HPL 3 or BQ 3 machine using simple match plates; (20) Moulder hand (loose patterns); (21) Operator: (a) Shaper in Tool Room, (b) Dynamic balancing machine, (c) Flame cutting machine, (d) Vacuum plant, (e) Fork lift Truck, (f) Power shear (shear 4.5 mm to 10 mm), (g) EOT cabin operated crane upto 5 tons SWL, (h) Milling Machine, (i) Edge/Bending roll 5/16" and above, (j) Blanking press (above 100 tons) with die-setting, (k) Vertical and horizontal milling machine (Tool Room), (l) Tool and cutter grinder, (m) Internal grinding machine, (n) G. F. lathe, (o) Semi-auto machine (single machine operation); (22) Pattern maker (simple patterns, wood or metal); (23) Painter (Universal); (24) Setter setting component for welding below 1 ton wt. at RMFS, Transformers, etc. (including making of welding fixtures to prevent distortion); (25) Turner: (a) Small turning—RL2 equivalent—Tool Room, (b) Combination turret—HB7 and equivalent; (26) Tanker (Transformers upto 33 KV and maximum wt. 8 tons); (27) Welder: (a) Leak proof upto 1000 KVA Transformers, (b) Rolled or square shells and equivalent in RMFS; (28) Winder: (a) Strip wound field coils with resin or bitumen insulation, (b) Helical windings with or without cylinders for Transformers; (c) Cross over type windings 6.6 KV to 33 KV at Transformers; (d) Stator, winding, stamping OD 301 mm to 550 mm and corresponding rotor (wire and bar).

GRADE V

Rs. 380.00-13.00-445.00-13.50-512.50-14.00-652.50

(SKILLED "B")

(1) Assembler: (a) Tap switch (Transformer), (b) Generator set; (2) Core maker (Foundry—above T4 frame or equivalent); (3) Core Assembler (Transformers—Cores above 1.5 tons); (4) Coil Erector (Transformers with OLTC connection upto 33 KV, Furnace and special Transformer, HV Test Transformer and like); (5) Driver (Car and Lorry); (6) Die and Punch maker (Compound and Progressive Tools); (7) Die setter (with tool maintenance); (8) Electrician; (9) Furnaceman (Foundry); (10) Inspection Assistant; (11) Marker; (12) Mechanic (Maintenance); (13) Moulder (moulding machine type HPL 3 or BQ 3 and like using ribbed body match plates); (14) Moulder—(hand)—working on loose patterns upto T6 frame and like; (15) Operators: (a) Cylindrical grinder, (b) Horizontal and vertical boring, (c) Multi-nozzel flame cutting machine, (d) Stud welding machine, (e) Power shear (above 10 mm plate thickness); (f) Power shell rolling machine (25 mm plate thickness and above); (g) EOT Cabin operated crane (above 5 and upto 10 ton SWL), (h) Form milling, Universal milling and co-ordinate milling machine (Tool Room), (i) Heat Treatment, Carbonising, Cyaniding and Case hardening plant; (j) Semi auto machine (double machine operation); (k) Plate bending/folding machine (Transformers), (l) Gear shaping and hobbing machine, (m) Blanchard surface grinder; (16) Pattern maker working independently; (17) Repairer and Rewinder; (18) Setter: (a) Transformers yoke clamps and tanks above 1000 KVA upto 5 MVA and like, (b) Rib setting on FLP bodies and SG, YTS, BTS and ONS bodies and like at RMFS; (19) Test Attender (HV); (20) Turner: (a) Tool Room turning blanking tools, cantour turning, multi-thread cutting and like. (b) Vertical turret Ward 10, lang, HBG and equivalent, (c) Bombay lathe; (21) Tanker (Transformers—66 KV with OLTC including wiring—maximum wt. 30 tons); (22) Welder: (a) Transformers tank upto 5 MVA and like, vacuum proof components (Test Pressure 10 PSI), fabricated sections like yoke clamps, etc., (job wt. above 1 ton), (b) In

RMFS welding SG, ONS, YTS, BTS flame proof and ribbed bodies, base plates and like; (23) Winder: (a) Stator winding, stator stamping OD above 550 mm and corresponding rotor (wire and bar), (b) HT wire wound stator and rotor, (c) HT bar wound stator—stator stamping OD, upto 750 mm, (d) HV test Transformer with layer type winding twin disc or continuous disc, or helical with spacers and like (max. volt 33 KV max. wt. per coil 400 Kg.).

GRADE VI

Rs 400.00-14.50-472.50-15.00-547.50-15.50-702.50

(SKILLED "A")

(1) Assistant Group leader; (2) Coil Erector (Transformer with O TC connection above 33 KV to 66 KV); (3) Driver lorry (above 20 tons) with or without tractor and trailer; (4) Die and Punch maker (manufacture and repair of compound and progressive tools of irregular shapes and sections); (5) Electrician; (6) Local purchasemen (Purchase). (7) Mechanic (maintenance independent); (8) Marker; (9) Moulder (Foundry using loose patterns of large bodies above T6 frame or like); (10) Operator; (a) EOT cabin operated crane above 10 tonnes SWL, (b) Optical profile grinder (Tool Room); (11) Pattern maker (Foundry—making metal patterns using machine or by skilled hand tools); (12) Setter; Transformer tanks above 5 MVA and intricate parts; (13) Turner: Tool Room doing multipurpose machining; (14) Tanker: (Transformer, for OT, PT connection and large Transformer upto 132 KV and above 30 tons; (15) Welder: (a) Transformers above 5 MVA and components above 3 tons, (b) Welding horizontal, vertical and overhead positions and welding vacuum proof components without distortion (test Pr. 15 PSI); (16) Winder: (a) H.T. bar wound stators, stator stamping O.D. above 750 mm, (b) L.T. stator winding (wire and bar) stator stamping OD above 1000 mm and corresponding rotor, (c) Transformers coils of voltage 33 to 66 KV and wt. per coil 400 to 1000 Kg.

GRADE VII

Rs. 460.00-16.00-540.00-17.00-625.00-18.00-805.00

(HIGHLY SKILLED "B")

(1) Coil Erector Transformer with OLTC above 66 KV. (2) Coil winder (Transformers—winding voltage 33 to 66 wt. per coil above 1000 kg. and all voltage above 66 KV and like); (3) Groupleader; (4) Pattern maker (large wooden and metal patterns of intricate nature involving use of universal milling machine and fabricating own tools as required).

GRADE VIII

Rs. 500.00–18.00–590.00–19.00–685.00–20.00–885.00
(HIGHLY SKILLED “A”)

- NOTE: 1. The wages are expressed on 26 working days basis.
2. This cancels all previous lists.
3. This list is not exhaustive.

ANNEXURE—“B”

(Settlement dated 23rd February, 1979)

WAGE STRUCTURE FOR MONTHLY RATED EMPLOYEES.

GRADE I:

Rs. 350.00–11.50–407.50–12.00–467.50–12.50–592.50

Male Nurse, Typist/Clerk “B”, Laboratory Attender, Tel./Telex Operator/Receptionist “B”, Tracer “B”, Chaser “B”, Coupon Salesman/Clerk “B”, Clerk/Jr. Time Keeper, Punch Operator & Verifier “B”, Workshop Attender (R & D).

GRADE II:

Rs. 380.00–13.00–445.00–13.50–512.50–14.00–652.50

Sr. Male Nurse “B”, Typist/Clerk “A”, Laboratory Assistant “C”, Tel/Telex Operator/Receptionist “A”, Tracer “A” Chaser “A”, Coupon Salesman/Clerk “A”, Clerk/Time Keeper “A”, Punch Operator & Verifier “A”, Workshop Assistant “C”, Inspector “B”, Steno-typist “B”, Accounting Machine Operator (D.P.).

GRADE III:

Rs. 400.00-14.50-472.50-15.00-547.50-15.50-702.50

Sr. Male Nurse "A", Sr. Typist/Clerk, Laboratory Assistant "B", Sr. Tel./Telex Operator/Receptionist, Workshop Assistant "B", Inspector "B-1", Steno-typist "A" Draughtsman B, Planner "B", Inspector "B" (Security) Supervisor "B", Departmental Assistant, Technical Assistant "B", Computer Operator "B", Scientific Assistant "B".

GRADE IV:

Rs. 460.00-16.00-540.00-17.00-625.00-18.00-805.00

Laborator Assistant "A", Workshop Assistant "A", Inspector "A", Senior Steno, Draughtsman "A", Planner "A"; Inspector "A", (Security), Supervisor "A", Sr. Departmental Assistant (Admn. & Com. depts.), Technical Assistant "A", Computer Operator "A", Scientific Assistant "A".

NONE: 1. This cancels all previous lists.

2. This list is not exhaustive.

IDPL (SURGICAL INSTRUMENT) PLANT, MADRAS

TERMS OF SETTLEMENT

(Extracts)

Wage Revision:

(a) *Regular workmen:*

(1) Introduction of revised pay scales for the various categories of regular workers, which will take effect from FIRST of August, 1978, in replacement of the existing pay scales.

(2) Adoption of the Industrial pattern of Dearness Allowance instead of the Central Government pattern of D.A., which the Company has been following so far. This pattern will be effective from 1-8-1978.

(3) Evolving of a Fitment Formula under which each workmen will get a benefit of not less than Rs. 50 p.m. and not more than Rs. 55 p.m. over his existing emoluments as on 1-8-1978.

(4) Payment of lumpsum amount of Rs. 300 to each regular workman of the Plant who was in service on and from 1-10-1978 to 31-7-1978 (both days inclusive) and payment of a proportionate part of this amount to each workman who had become a regular workman during any part of this period. This lumpsum amount will be treated as sui generis and will not attract incidental benefits, i.e. it will not be treated as emoluments or remuneration for the purpose of admissibility of bonus, overtime allowance, house rent allowance, travelling allowance, contributory provident fund, gratuity and other retirement benefits, etc.

(5) The revised pay scale which will be effective from 1st August 1978 are indicated at Annexure-I.

(6) The rates of fixed D.A. appropriate to the various ranges of pay in the old scale for the purpose of fixation as well as in the new scale for the purpose of entitlement in addition to pay in the new scale are indicated at Annexure-III.

(7) The rates of variable D.A. of Rs. 1.30 per point rise or fall will be payable from 1-8-1978 onwards beyond AICP Index Number 320 (base 1960=100) based on the average index for the quarter April, May and June. Therefore, variable D.A. will be revised on quarterly basis with effect from 1st October, 1st January, 1st April and 1st July based on the average index for the preceding three months period.

The above wage revision is subject to the approval of the Government of India.

(b) *N.M.R. Employees:*

(8) Each daily rated workman (NMR Employee) of the Plant will be paid Rs. 1.50 paise per day extra in addition to the daily rate of wage admissible under the existing arrangements as on 31st July 1978. This additional payment will be admissible with effect from 1st August 1978.

(9) Payment of lumpsum amount of Rs. 225 to each daily rated N.M.R. employee of this Plant, who was in service on and from 1-10-1977 to 31-7-1978 (both days inclusive) and payment of a proportionate part of this amount to each N.M.R. daily rated workman who had become a daily rated workman

(N.M.R.) during any part of this period. This lumpsum amount will be treated as sui generis and will not attract incidental benefits, i.e. it will not be treated as emoluments for remunerations for the purpose of admissibility of bonus, overtime allowance, T.A., C.P.F., etc.

Uniforms:

Number of pairs of functional uniforms/liveries which is at present 2 per annum, will be enhanced to 3 per annum from 1979, to whom these uniforms are issued. Functional uniforms shall also be provided to the Inspectors from 1979.

Washing Allowance:

With effect from 15-12-1978, the washing allowance which is at present Rs. 5 per month, will be enhanced to Rs. 10 per month to all workmen to whom functional uniforms/liveries are issued. The Washing Allowance will be payable even when the concerned employee is on leave, as is not the case at present.

Shift Allowance:

With effect from 15-12-1978, Shift Allowance will be admissible at the rate of Rs. 1.25 paise per day for full attendance of 8 hours in respect of employees detailed for 'C' shift only i.e. from 10 p.m. to 6 a.m. (including 11 p.m. to 7 a.m.).

Attendance Bonus:

With effect from 15-12-1978, the Attendance Bonus will be raised from Rs. 10 per month to Rs. 20 per month, all other terms and conditions remaining unchanged.

Leave Encashment:

Leave encashment will be allowed to the workmen with effect from 1-12-1977 as per rules of the Company from time to time.

House Rent Allowance:

As per company rules, House Rent Allowance will be paid at the rate of 25 per cent of the Basic Pay for the non-residents of the Colony with effect from 1-1-1977 instead of the present 15% per month.

Half-pay Leave :

The workmen agreed that those workmen covered under E.S.I. will not be entitled to earn in future half-pay leave at the rate of 20 days for every completed year of service as at present with effect from 1-1-1979.

The Management agree that the half-pay leave accumulated till 31-12-1978 will be allowed to be availed of in future until the credit is exhausted.

The Union further requested that some of the employees who have not completed one year of service till 31-12-1978 may be allowed to avail half-pay leave earned so proportionately.

The Management agree that for all such workmen who have completed six months or more on 31-12-1978 will be entitled to earn half of half-pay leave i.e. 10 days half-pay leave. No benefits will be given to such of those workmen who do not complete minimum of six months as on 31-12-1978. The Management also agree that sickness benefits received by the workmen under the ESI Rules will not be recovered from 1-1-1979.

Short Leave/Permission/Late Attendance:

In the interests of work and to improve productivity, the workmen agree that they will not avail any short leave/permission during their working hours. However, late attendance may be allowed in the beginning of the shift, not exceeding four times in a month, upto a maximum of half-an-hour on each occasion with deduction of wages.

Cycle Advance:

It was agreed that cycle advance will be granted as per Government Rules on the subject. Initially, this advance will be allowed to $\frac{1}{5}$ th of the eligible employees.

Multi-Trade Concept:

The Union takes note of the information given by the Management that they were planning to make the Plant economically self-reliant by augmenting production through updating technology and diversifying into new lines so as to ensure optimum utilisation of existing manpower and infrastructure. The Management solicited the co-operation of the Union in their attempt to make the Plant economically self-reliant and the Union agreed to do so. Union will further cooperate with the Management in achieving manpower trade mobility and retraining found functionally necessary to maintain the objective of economic self-reliance provided it is implemented through impartial rules framed to protect pay and seniority.

The workmen agree to observe constitutional means and eschew agitational steps, coercive actions, restrictive practices and/or other means which may have the effect of interrupting or disrupting the normal working of the Plant and affecting production and productivity. The Management agree that it will not resort to unfair labour practices.

The workmen agree that they will not interfere in matters of purely administrative nature.

Period of Agreement:

This Settlement comes into force for a period of three years from 1-10-1977 and thereafter it shall continue to be in force until it is terminated by the service of notice in writing by either of the parties of the agreement on the other party.

Next Wage Agreement:

It is agreed that next wage agreement as and when finalised will be effective from 1-10-1980 provided the Union gives the Charter of Demands at least three months before the expiry of this agreement.

THIS SETTLEMENT is signed on this 12th day of February 1979.

ANNEXURE—I

<i>Sl. No.</i>	<i>Existing Scale of Pay Rs.</i>	<i>Revised scale of Pay effective from 1-8-1978 Rs.</i>
1.	196-3-220-EB-3-232 and helpers in the scale of 210-270	210-4-250-EB-5-260-6-290
2.	210-4-250-EB-5-270 except helpers 210-4 226-EB-4-250-EB- 5-290	225-5-260-6-290-EB-6-308
3.	225-5-260-6-290-EB- 6-308	260-6-332-EB-8-388
4.	260-6-290-EB-6-326-8- 366-EB-8-390-10-400	310-7-345-8-385-EB-10-515
5.	260-6-326-EB-8-350	310-7-345-8-385-EB-10-465
6.	330-8-370-10-400- EB-10-480	350-12-470-EB-15-560
7.	330-10-380-EB-12-500- EB-15-560	350-12-470-EB-15-560-20-640
8.	380-12-500-EB-15-560	425-15-470-EB-20-650
9.	425-15-560-EB-20-640	455-15-500-20-600-EB-25-700
10.	425-15-500-EB-15- 560-20-700	455-15-500-20-600-EB-25-750

Variable D.A.

In addition to the fixed D.A. mentioned above which will remain unchanged, variable D.A. which will increase or decrease according to the fluctuations in AICPI and Rs. 1.30 per point increase/decrease will be payable in respect of each quarter with reference to the average of the AICPI for the preceding quarter. For this purpose the fixed D.A. granted as on 1-8-78 will neutralise completely AICPI level at 320 (base 1960=100) and variable rates will be payable w.e.f. 1-8-78 for any fluctuation over this index.

ANNEXURE III

Fixed D.A. Rates (Rs.)

Stages in

<i>Old Scale (for purpose of pay fixation)</i>	<i>New Scales</i>	<i>Fixed D.A.</i>
Up to 208	Up to 229	147.00
209 to 244	230 to 278	148.00
245 to 255	279 to 290	158.00
256 to 279	291 to 319	163.00
280 to 300	320 to 343	168.00
301 to 359	344 to 390	175.00
360 to 440	391 to 485	185.00
441 to 500	486 to 575	195.00
501 to 560	576 to 649	210.00
561 to 620	650 to 700	235.00
621 to 679	701 to 724	245.00
680 to 700	725 to 750	270.00

Exception:

The fixed DA rates shown above will not be applicable to employees in the existing scales of Rs. 260-350 and Rs. 260-400, for which the revised scales proposed are 310-465 and 310-515 respectively. For these two scales the fixed DA will be as follows:

<i>Pay in existing scale</i>	<i>Fixed DA</i>	<i>Pay in the new scale</i>
Rs. 260	153	310
Rs. 266	155	317
Rs. 272	163	317

For pay range above those indicated in the exception above, the fixed DA rates will be the same as indicated in the main table applicable to all employees.

SETTLEMENT IN FARIDABAD BATA

TERMS OF SETTLEMENT

(Extracts)

Wages and Grades:

A) The basic wage of all Accord workmen/Hourly Fixed workmen will be increased by Rs. 10 (Rupees ten only) per week.

B) The salary of all Fixed Salaried Employees will also be increased by Rs. 10 (Rupees ten only) per week and their existing scale of pay shall be revised as per Scheduled I.

C) All accord workmen transferred to TAC will be entitled to payment as per the rate shown in Schedule II.

D) In the event of any piece rated workmen having worked actively a full working week and not having achieved estimated production for any reason whatsoever beyond his control, such piece rated workmen will, if his production is less than 100% will receive 100% of his basic rated for that week. However, if the workmen do not achieve estimated production due to negligence, fault or action/inaction on the part of any workman/workmen they may be paid according to their actual achievement.

E) The revised scales of Hourly Fixed workmen, Fixed Staff and Essential Service Staff will stand revised as per Schedule III of the Agreement.

F) During the probationary period, a Probationer's wage will be increased to Rs. 46 (Rupees forty six only) per week with effect from week 15, 1979.

G) The above increase in Basic Wage will be effective from Week 15, 1979, in case of Accord and Hourly Fixed workmen and from 1st April, 1979 in case of Fixed and Essential Service Staff.

Dearness Allowance:

The Dearness Allowance being paid according to the present scheme based on C.P.I. Delhi 1960 base. The present Dearness Allowance of Rs. 51.59 per week is based on 373 points

on the average C.P.I. figures for September, October and November, 1978. The average figure for the months of December 1978, January and February, 1979 comes to 368 and the Dearness Allowance will stand at Rs. 50.49 per week at 368 points. The above amount will stand enhanced to Rs. 52.49 per week from the date of implementation of this Agreement.

The present rate of neutralisation per point of rise and fall in C.P.I. is Rs. 0.22. This will be enhanced to Rs. 0.28 per point per week from second quarter of 1979. All other conditions of quarterly revision of Dearness Allowance will remain unchanged. However, the minimum Dearness Allowance of Rs. 35.75 per week will be raised to Rs. 37.75 per week and in no case will the Dearness Allowance fall below this amount.

Night Allowance:

A) The present rate of Night Allowance of Rs. 1 per night applicable to employees working in Essential Service, shall stand revised to Rs. 1.25 per night for duty extending beyond 12.00 mid-night (linked with attendance).

B) Those employees of Watch & Ward and Fire Brigade staff, who are working upto 12-00 mid night will get Night Allowance of Rs. 0.50 (paise fifty only) per night (Linked with attendance).

C) The workmen/Employees working in the last shifts C-III and D-III are at present getting Night Allowance @ 20%, which will be increased to @ 25%. The mode of calculation will remain the same.

Monitorship Allowance:

It is agreed that the workmen required to work as Monitor in the Department will be getting Rs. 10 (Rupees ten only) as Monitorship Allowance per fortnight.

Roster Allowance:

It is hereby agreed that the workmen/employees working on Roster Duty will be entitled to Roster Allowance of Rs. 7 (Rupees seven only) per week.

Leave and Holidays to Essential Service Staff:

The workmen and employees of Essential Service Staff (working on six days basis) will be entitled to privilege leave on the following basis:

On completion of one year continuous service—31 days.

On completion of three years continuous service—39 days

On completion of seven years continuous service—47 days.

National and Festival Holidays Payment to Essential Service Staff:

Employees working in Essential Service at present do not receive any extra payment in case any National/Festival Holiday, falls on their weekly off. It is hereby agreed that such employees (Essential Service Staff) will be paid one extra basic wage in case any National/Festival Holiday falls on Weekly off day.

Canteen:

The management and the union will continue their efforts to bring about further improvement in the service of the Canteen. A Committee consisting of two representatives of each of the management and the union shall continue their operation and will jointly study the working of the Canteen and suggest measure for further improvement in the services. It was agreed to review the price/rate structure and to bring about necessary revision in the price of commodities being sold in the Canteen.

Bonus on Production and Productivity :

At present the payment of annual Bonus is being made as per Bipartite Settlement reached on 25-9-1979 U/S 31(A) of the Payment of Bonus Amendment Act, 1976 and advance payment of Bonus in every quarter is under Section 17-B of the Payment of Bonus Act.

Payment of Bonus will be made to the workmen and employees of Faridabad Unit U/S 31(A) of the Payment of Bonus (Amendment) Act, 1976.

Period of Agreement:

Unless otherwise specifically provided this agreement will come into force from 9.4.1979 (Week 15, 1979) and the terms and conditions of this settlement will be binding on the parties up 31-3-1982 and continued thereafter until terminated as per law.

GENERAL:

A) Discount on Company's Merchandise

The Company will allow 25% discount on purchase of Company's products valued at Rs. 150 per year to each workmen/employee from 1979 onwards.

B) Insole Counting

The workmen of 320 Group required to do insole counting in addition to their normal work will be paid Rs. 0.80 paise a day in place of Rs. 0.60 paise per day.

C) Annual Extra

The Accord workmen will be allowed annual extra as per existing rate i.e. Rs. 0.50 paise per week during the operation of this agreement.

D) Changes and Amendments

Consequential change will be made in the Collective Agreement and the Standing Orders as per provisions of law.

SCHEDULE I:

GRADES:

C—I: Rs. 275-10-315-15-390-EB-20-930 Per month.

C—II: Rs. 250-9-268-12-292-14-700 Per month.

C—III: Rs. 230-9-257-10-287-EB-13-628 Per month.

CONTROLLERS: Rs. 265-10-295-15-370-EB-20-890 Per month.

MANIPULANTS: Rs. 255-10-295-15-760 Per month.

DURWANS: Rs. 200-2-210-3-240-4-300 Per month.

DRIVERS: Rs. 230-3-254-4-354 Per month.

SWEEPERS/MALI/LORRY WORKMEN: Rs. 185-2-205-3-259 Per month.

Other essential service staff will receive their wage/salary as per grades they are placed in.

SCHEDULE II
DEPARTMENT WEEKLY RATE OF WAGES FOR THE OPERATIONS

<i>Grade</i>	<i>Basic Rate</i>
I	Rs. 60.25
II	Rs. 57.75
III	Rs. 56.25
IV	Rs. 55.75
V	Rs. 54.25
VI	Rs. 53.25
VII	Rs. 52.75
VIII	Rs. 52.25

SCHEDULE III
BASIC WAGES OF HOURLY FIXED EMPLOYEES PER WEEK

Grade

'A' Rs. 53.00-0.75-59.00-1.00--90.00 per week.

'B' Rs. 49.00-0.75-75.00 per week.

'C' Rs. 47.00-0.75-72.00 per week.

**SETTLEMENT IN JAY ENGINEERING WORKS,
CALCUTTA**

Short recital of the case

The unions communicated to the Management in the last few months several of their problems/demands.

Thereafter a series of discussions took place mutually and with the Hon'ble Chief Minister, the Hon'ble Labour Minister and the Secretary, Labour Department and the State conciliation machinery in the matter of the various problem/demands.

The factory had been under a lock-out since June 8th,

1978 which was lifted on 19.1.1979. Work was, however, not resumed.

Terms of Settlement

1) It is agreed that the Tripartite Agreement dated 11.1.79 in respect of Engineering Industry shall be implemented in this factory.

2) Two increments at the rate admissible under the 25th June, 1973 Industrywise Engineering Agreement shall be allowed to each workmen W.E.F. the date of resumption of work.

3) It is agreed that bonus for years 1976-77 and 1977-78 shall be paid as per provisions of the Payment of Bonus Act.

4) List of components so far transferred will be supplied to the unions by the management.

5) In the event of the management planning to transfer any additional components/jobs to outside sources, the management will discuss the plans with the unions and due consideration will be given to the views of the unions.

6) The transfer orders issued by the management shall be effective from the date of resumption of work and the transferred workers will join at their new jobs. Such transfers shall not adversely affect the conditions of service of the workmen concerned as also production Bonus earnings provided normal work is done after the training period. During the training period the past average production Bonus earning will be maintained. However, as a special case and without creating any precedent the date of issuance of each transfer order will be considered to be deferred by a period of 10 weeks or by the actual period between date of issue and 6th/8th June in case it is less.

7) On the question of technological improvement it is agreed between the parties that the unions and the workmen will co-operate with the management in the matter of modernisation of machinery, methods and processes, including technological development and the management will take into consideration the views of the unions and ensure that no re-trenchment will take place as a result of such change.

8) The practice of block closure of the factory will hence-

forth be discontinued. The workmen will be given opportunity to avail of their leave according to their individual needs. Sympathetic consideration will be given to applications of workmen for leave during the Durga Puja Holidays.

9) The charge-sheets and suspension orders issued since August, 1977 will stand withdrawn. The management also assures that there will be no victimisation of workmen for matters relating to the work stoppage. The management will submit applications to the concerned courts for withdrawing Police Cases, relating to this Industrial Dispute.

10) (a) The period of work stoppage will be treated on the basis of no work no wage/salary for the workmen. There will, however, be no break in the continuity of the service of the workmen on account of the said work stoppage and their eligibility to the statutory benefit will not be adversely affected.

10) (b) Work in the factory will be resumed in phases with effect from 1.3.79 and the phasing will be completed within 7-3-79. Workmen who might have gone out of station will be allowed time till 23-3-79 to resume their work. Management will sympathetically consider the cases of workmen who may fail to resume work as above for any genuine reason.

11) The unions and the management will cooperate with each other for normal peaceful work resumption in the factory and will resolve all future disputes, by mutual discussions and failing that through constitutional machinery/methods.

12) The agreement will remain valid upto and including 31.3.1982.

13) The unions agree not to press or raise any financial demands during the terms of this agreement.

14) Due earned wages will be paid on 2-1979 and only statutory deductions regarding P.F. and E.S.I. will be made there from. Bonus for the year 1976-77 will be paid within 8-3-79 without any deductions. Bonus for the year 1976-77 will be paid within 8-3-79 without any deductions. Bonus for the year 1977-78 will be paid within 16-3-79 after adjustment of an a/c payment made for the month of May 1978. Other deductions Recoveries will start after three months from date of resumption of work.

SETTLEMENT AT GARDEN REACH SHIPBUILDERS AND ENGINEERS

[The settlement, extracts of which are given below, was arrived at on May 25, 1979 after 124-days strike. In fact, four sets of settlements were arrived at—for workmen, for assistant supervisors, for clerical staff and another under section 2 (p) of the ID Act, besides, there is one minute of discussions between the management and the unions on some issues.

Extracts of the main agreement—that for workmen, are given below and relevant extracts from the other agreements and the Minute.

Total additional monetary benefit that will accrue per month out of the settlement will amount to about Rs. 166.15 consisting of Rs. 61.15 in wages, Rs. 13 as Transport allowance, HRA Rs. 30, LTA Rs. 17 and shift allowance Rs. 45.00, besides the lump payment of Rs. 1200 and certain other benefits.]

TERMS OF SETTLEMENT

(Extracts)

Basic Wage and Increment :

It is agreed that the existing basic wages of all workmen in all categories covered under this settlement shall be raised by Rs. 56.00 per month with effect from 1.1.1979. Every workman and Supervisory Staff will be guaranteed this benefit of increase of Rs. 56.00 per month over their existing basic wages.

The rates of increment of all categories of workmen at all stages will be enhanced by Rs. 2.00 over and above the existing rates of increment. The annual increment of all the workmen at increased rates will be payable from 1.1.1979.

Dearness Allowance:

D.A. will continue to be linked with C.P.I. for the Working Class, Calcutta (Base 1960=100). The rate of neutralisation will be Rs. 1.30 per point of rise or fall in

the cost of Living Index with effect from 1.1.1979. All workmen shall thus get an increase of Rs. 3.15 per month with effect from 1.1.1979.

D.A. will be pegged at 300 points which will be considered as the floor level. There shall be no fall in the D.A. even in case of the C.P.I. goes below 300 points. However, for a rise or fall between 300 and 314 points the adjustment shall continue to be at the rate of Rs. 1.15 per point.

The existing differential in the rate of D.A. between the different categories of workmen and shown as Annexure II of this settlement will continue with appropriate adjustment as stated earlier. Dearness Allowance rates at C.P.I. 335 points (Base 1960=100) as adjusted in terms of this Agreement are indicated in Annexure II to this Agreement.

Shift Working : In order to meet the production commitment and better utilisation of the Plant and Machinery of the Company, shift-system of working shall be introduced wherever and whenever it is so required. It is, therefore, agreed that the Management will introduce shift system working i.e., working in 'A', 'B', 'C' and General Shift in the Shops/Departments of all the Units of the Company including Taratala and Belur in the interest of Company's work.

It is further agreed that to enable the functioning of the shift working in any Shop/Department, the Management will re-allocate the existing workmen in different shifts depending upon the exigencies of work.

The workmen who will be allocated to work in 'A' and 'B' Shifts will be allowed Shift Allowance at the rate of Rs. 1.75 per day of attendance.

With the introduction of this revised Shift Allowance, all existing allowances in connection with 'A' and 'B' Shifts, i.e., 6 A.M. to 2 P. M; and 2 P.M. to 10 P.M.-shift working in the Company will henceforth cease to operate. However, the workmen of Foundry Shop of the Main Yard, who are at present enjoying shift allowance at a rate higher than the new rate, their difference of extra

income accrued to them during the last year on account of Shift Allowance and their likely income at the new rate will be compensated by annual increment(s) while fixing them in the new grade along with the amount by which their basic pay will be revised.

Transport Allowance :

Since the majority of the workmen in the Company will be required to work in shifts, the Management agreed to grant transport allowance to all the workmen to facilitate them to turn up to their duties in time. The said allowance will be paid at the rate of Re. 0.50 paise per day of attendance.

Disbursement of Wages : In order to eliminate Administrative inconvenience, it is agreed that the wage payment period of the existing fortnightly paid daily rated workmen shall henceforth be converted into monthly wage payment period (instead of fortnightly wage payment period). Such wage disbursement shall be made on or before 9th day of the following month as per provisions of the Payment of Wages Act.

Straggered weekly rest and Uniform weekly rest/benefit :

It is agreed that for administrative convenience weekly rest in respect of the workmen engaged in security and Fire Fighting Departments shall henceforth be staggered instead of present system of uniform weekly rest.

With the introduction of staggered weekly rest for Security and Fire Fighters, it is also agreed that Security and Fire Fighters will be entitled to Night Shift and 'A', 'B' Shift allowances. Such allowance will be worked out pro-rata as applicable to other categories of workmen.

It is further agreed that for performing full day's work on a weekly rest day, the concerned daily rated workmen will be entitled to payment at double rate of their normal wages for that day of work. The workmen so engaged on weekly rest day shall, however, be given compensatory off

as per the relevant provisions of the Factories Act. With the introduction of the revised weekly rest benefit, all other existing forms of compensation for working on a weekly rest day shall cease to operate in respect of the daily/monthly rated workmen.

House Rent Allowance: The Management agreed to grant House Rent Allowance to all workmen at the rate of 3½ per cent of the wage, subject to a minimum of Rs. 30.00 per month. However, a workman whose period of unauthorised absence is for more than 15 days in a month, shall not be entitled to such House Rent Allowance.

Leave and Holidays:

Casual Leave with Pay: It is agreed that henceforth 7 (seven) days Casual Leave in a Calendar year shall be allowed to all workmen who are not entitled to any casual leave at present. The workmen who will join the services of the Company after the month of June in a Calendar Year, would be entitled to Casual Leave proportionately. Casual Leave will be non-accumulative and shall not be suffixed or prefixed to Annual Leave. Under the exigency of situation half-day's casual leave may also be granted. General casual leave will be granted for not more than three days at a time.

Annual Leave with Wages: Every workman shall be entitled to leave with wages in a Calendar Year at the rate of one day for every twenty days of actual work in the previous calendar year. The leave admissible shall be inclusive of all intervening holidays. Annual Leave may be accumulated upto 40 (forty) days.

Festival Holidays:

It is agreed that the Yard/Units will be closed on 12 (twelve) days in a Calendar Year on account of festival holidays for which all categories of workmen will be entitled to wages.

Other Leave:

It is also agreed that 4 (four) days other leave being:

enjoyed by the workmen in a Year as per Omnibus Tribunal Award, shall continue to be enjoyed as at present for which Yards of Main workshops, 61, Park and Fitting Out Jetty will remain closed on the following four days:—

(i) Saraswati Puja, (ii) Muharram, (iii) Mahalaya, (iv) Christmas Day.

Workmen of Taratala Unit and Belur Unit who are entitled to four days other leave will however enjoy the same as per present practice.

If any of the above festival holidays or other leave as indicated above falls on a Sunday, the same will be availed of on the following day.

Due to difficulty in implementing the same immediately under the existing arrangement of work in Baranagar Unit this revised leave facilities will be implemented in Baranagar Unit at the appropriate time in consultation with the Unions.

Block Closure: It is agreed that the present practice of Block closure will be restricted to 4 (four) days during the Durga Puja festival.

Festival Advance: It is agreed that henceforth festival advance will be granted and disbursed to the concerned workmen, who desire to draw such advance, after complying with necessary formalities, only once in a year. Disbursement of such advance will be made prior to either Durga Puja or Id-ul-Fitr or Christmas. The amount of such advance will be made a month prior to the above festivals, on flat rate of Rs. 360.00 per workman.

Permanency: It is agreed that the existing temporary workmen, who are on the roll of the Company, will be declared as permanent on completion of six months in the service, on receipt of satisfactory report. For the future recruits, provisions of the Certified Standing Orders in this regard will be complied with.

Promotion Policy: It is agreed that a comprehensive promotion policy will be framed by the Management within four months from the date of signing this agreement

and the same will be finalised for implementation in consultation with the Union.

Incentive Scheme: With a view to raise the production and productivity of the Company as well as to allow the concerned workmen to share the gain of the improved output/productivity it is agreed that the existing Incentive Scheme will be revised and finalised for implementation in consultation with the Union as soon as possible.

General:

The purpose of this settlement is to improve the service conditions of the concerned workmen and to maintain harmonious industrial relations, to ensure co-operation with each other in the larger interest of the Organisation as well as the workmen.

The terms and conditions of service of the workmen, which are not specifically covered in this settlement and have not been reviewed will continue to be binding upon the parties during the period of operation of this settlement.

The Union agrees to co-operate with the Management in achieving higher rate of production and productivity.

Strike:

It is agreed by the Union that in view of the settlement they will call off the strike resorted to by them with effect from 26.5.1979.

The period of strike with effect from 22.1.1979 till 25.5.1979 shall be treated on the basis of "no work no pay", without, however, adversely affecting continuity of service of any workman. Eligibility for the purpose of statutory Annual Leave of workmen shall not be affected in any way for absence on account of this strike.

Operation of Settlement: This settlement shall come into force with effect from 1.1.1979 and the terms and conditions of which shall remain binding upon both the parties upto 31st December, 1981 and shall continue to remain binding upon the parties even thereafter until terminated by either party in accordance with the provisions of the Industrial Disputes Act.

Basic Wage and Increment

It is agreed that without disturbing the present position relating to continuation of Bengal Chamber of Commerce and Industries scale of DA vis-a-vis revision of present wage structure of Clerical graded staff, an ad-hoc amount of Rs. 56/- per month per clerical staff covered under Bengal Chamber of Commerce and Industries scale of DA will be granted to such Clerical graded staff for the next six months. This ad-hoc amount will not carry any benefit that is normally associated with wages namely, provident fund, leave salary, bonus, house rent allowance, DA etc.

It is further agreed that the parties will enter into meaningful discussions and negotiations and make endeavour to finalise a settlement within six months from the date of this agreement and a concerted effort will be made in that direction. The management will also take up the matter with the Central Government so that a general principle is evolved for similar staff in central enterprises located in West Bengal where similar situation exists. If no final settlement is reached within six months, the question of further continuance of the ad-hoc payment will be reviewed. The ad-hoc payment will be adjusted at the time of the final settlement.

Dated: May 25, 1979

Annexure—I

Revised Pay Scales

<i>Pre-revised</i>	<i>Revised</i>
1. 196.50-2.00-214.50.	1. 252.50-4.00
2. 196.50-2.00-206.50-2.50-221.50.	2. 252.50-4.00-272.50-4.50
3. 204-2-224/204-2-226.	3. 260-4
4. 208.50-2.50-218.50-3.00-233.50.	4. 264.50-4.50-282.50-5
5. 216.50-2.00-234.50.	5. 272.50-4
6. 221.50-2.00-239.50.	6. 277.50-4.00
7. 226.50-2.50-249.	7. 282.50-4.50.
8. 230.00-2.50-237.50-3.25-	8. 286.00-4.50-299.50-5.25

	250.50.		
9.	237.75-3-246.75-4-262.75-4.50—271.75.	9.	293.75-5-308.75-6-332.75-6.50
10.	241.50-4.00-257.50-5.00-282.50.	10.	297.50-6.00-321.50-7.00
11.	241.50-4-257.50-5-302.50-7.50-332.50-8.50-375.00.	11.	297.50-6-321.50-7-384.50-9.50-422.50-10.50
12.	241.50-7.00-311.50.	12.	297.50-9.00-
13.	241.50-5.00-261.50-6.00-291.50.	13.	297.50-7.00-325.50-8
14.	258.50-4.50-276.50-5.50-304.	14.	314.50-6.50-340.50-7.50
15.	260.00-4.00-280-5.00-310.	15.	316-6-340-7
16.	267.50-4.00-283.50-5.00-308.50.	16.	323.50-6.00-347.50-7
17.	270.00-5-320.	17.	326-7
18.	275.25-5.00-295.25-6.00-325.25.	18.	331.25-7-359.25-8
19.	291.50-4.00-307.50-5.00-332.50.	19.	347.50-6.00-371.50-7.00
20.	295.00-6.00-355.00	20.	351-8
21.	305-6.00-365.00.	21.	361-8.00

MINUTES OF DISCUSSION BETWEEN UNIONS AND MANAGEMENT

Employment of sons of Employees dying in harness/retired:

It was decided that in the event of an employee dying while in service, one of his sons would be employed in the Unskilled category of the company subject to his fitness and availability of vacancy.

It was also decided that other things being equal sons of the retired employees would be given preference over others while recruitment in the Unskilled category provided all recruitment procedures, statutory or otherwise are complied with.

SETTLEMENT UNDER SECTION 2(p) OF THE ID ACT

Leave Travel Assistance

It has been agreed that Leave Travel Assistance will be extended to individual workmen on completion of one

year's service in the company, replacing the existing group-tour scheme. Eligible workmen will be allowed LTA at the fiat rate of Rs. 204/- per calendar year provided the concerned workmen avail annual leave with wages for a minimum period of three days at a time for the purpose. This assistance will however not be accumulative.

Gratuity

It has been agreed that while computing the gratuity of individual daily rated workmen in terms of payment of Gratuity Act, 1972, the actual daily wages of concerned workmen will be multiplied by 15 and the number of years of entitlement of gratuity. The cases pending before the Gratuity Authority, would be mutually settled between the parties on the above lines.

Lump sum Advance

It is agreed that an advance of Rs. 700/- will be granted to all workmen including Asst. supervisors, clerical graded staff who are on role of the company and have completed 2 years of service on 31.12.78 in different units of the company situated in West Bengal, over and above advance of Rs. 500/- already paid to them.

Workmen including Asst. Supervisors, Clerical graded staff who have not put on the above period of service will be granted advance on pro-rata basis.

The question of recovery/adjustment/liquidation of the total advance will be discussed and negotiated amongst the parties within three months. On failure to arrive at a settlement the issue will be referred to the Labour Commissioner, Government of West Bengal whose recommendation will be accepted by the parties and will be binding upon them.

FOR ASSISTANT SUPERVISORS

Medical Allowance

It is agreed that the Assistant Supervisors who would be beyond the purview of ESI scheme because of pay drawn, would be allowed Medical Allowance at the rate of Rs. 40 per month. They will be further eligible to receive free

treatment from the resources available in the Company's Dispensary which will include free medicines and pathological investigation. In special cases, where the company's Chief Medical Officer recommends consultation with a specialist and radiological or detailed pathological examination, such consultation fee or examination charge will be reimbursed by the company. The number of such consultation/examination will however not exceed one in each occasion of illness. The company will not be responsible for any medical expenses or attention incurred by the Assistant Supervisors of their own discretion or for any dental and eye treatment.

Annexure—II
Dearness Allowance

<i>Revised Pay Scales</i>	D.A. on CPI at 300 (Base 1960=100) Rs.	D.A. per month on CPI at 335 (Base 1960=100) Rs.
252.50-4- 252.50-4-272.50-4.50- 260-4- }	193.50	236.90
264.50-4.50-282.50-5- 277.50-4- 272.50-4- 282.50-4.50 }	197.50	240.90
286-4.50-299.50-5.25- 293.75-5-308.75-6-332.75- 6.50- }	201.00	244.40
297.50-6-321.50-7- 297.50-7-325.50-8- 297.50-9- }	202.25	245.65
297.50-6-321.50-7- 384.50-9.50-422.50-10.50- 314.50-6.50-340.50-7.50- 331.25-7-359.25-8- 347.50-6-371.50-7- 351-8- 361-8- }	208.50	251.90
323.50-6-347.50-7- 326-7- 316-6-340-7- }	219.75	263.15
		251.90 (Upto basic pay of Rs. 330/-) & 263.15 (above basic pay of Rs. 330/-)

MEMORANDUM OF SETTLEMENT

Under Section 12(3) read with Section 18(3) of the Industrial Disputes Act, 1947.

1. Names of the Parties: Garden Reach Shipbuilders & Engineers Limited.
43/46, Garden Reach Road,
Calcutta-700024, hereinafter referred to as Management.

AND

Workmen represented by the Garden Reach Workshops Mazdoor & Staff Union, I/1, Garden Reach, Road, Calcutta—700024.

2. Representing Management:
1. Commodore A. K. Sarkar,
Managing Director.
 2. Dr. M. K. Ghosh Roy,
General Manager,
(Ship Division)
 3. Shri N. Bhattacharya,
General Manager,
(Engineering Division)
 4. Shri S. K. Basu Choudhury,
Financial Controller.
 5. Shri P. K. Sasmal,
Manager Industrial
Engineering.
 6. Shri Salil Dutta,
Personnel Manager.
3. Representing the workmen:
1. Md. Elias, President.
 2. Sri Gour Goswami,
Working President.

3. Md. Salim Ahmed,
Vice-President.
4. Sri Nemai Ray,
General Secretary.
5. Sri Gouranga Das,
Secretary.
6. Sri Jyoti Pr. Lahiri,
Treasurer.
7. Sri Sisir Das.
8. Sri Santi Day.
9. Sri D. P. Gupta.

4. *Short recital of the case:*

With the expiry of the terms of the bipartite settlement on 31-12-1976 which was arrived at between the Management and Assistant Supervisors of Garden Reach Workshops Limited now known as Garden Reach Shipbuilders and Engineers Limited on 1-3-1974, a charter of demands was submitted by the Union on behalf of the Assistant Supervisors of Garden Reach Shipbuilders & Engineers Limited hereinafter referred to as the Company situated in the State of West Bengal.

Discussions and negotiations on the charter of demands had started at bilateral level.

During the course of bipartite discussions/negotiations, the Union served strike notice and the Assistant Supervisors went on indefinite strike with effect from 22-1-1979 for non-fulfilment of their demands. Bipartite negotiations and also conciliation meetings during the strike were held for resolution of the dispute and satisfactory solution of the problems with a view to secure termination of the strike.

Through protracted discussions and negotiations at bipartite and tripartite levels on the above issue and through the exercise of good offices of the Chief Minister and Labour Minister of the State, a settlement was reached on the terms and conditions which are specified below.

5. *Terms of Settlement:*

5.1.1 *Coverage:* It is agreed that the terms of this settlement shall apply to the "Assistant Supervisors" category of

the workmen including Licentiate Draughtsmen who are covered by the Memorandum of Settlement arrived at between the Company and the Union on 1-3-1974 and employed in the Main Yard, 61, Park, Baranagar and Fitting Out Jetty Units of the Company.

5.1.2 It is also agreed that the terms of this settlement will be subject to further review for improvement in respect of all Assistant Supervisors, particularly the Assistant Supervisors possessing Diploma and/or having long years of satisfactory service to their credit. All endeavours will be made to review the same as expeditiously as possible preferably within 6 months which will be implemented after being duly approved by the appropriate authority.

5.2 *Basic Wage & Increment:*

5.2.1 It is agreed that the existing basic wages of all Assistant Supervisors covered under this settlement shall be raised by Rs. 56.00 per month with effect from 1-1-1979. All Assistant Supervisors will be guaranteed this benefit of increase of Rs. 56.00 per month over their existing basic wages.

5.2.2 The rates of increment of all Assistant Supervisors at all stages will be enhanced by Rs. 2.00 over and above the existing rates of increment. The date of annual increment of the Assistant Supervisors will however remain unaltered.

5.2.3 In view of what has been stated in sub-clauses 5.2.1 and 5.2.2 the revised pay scale of the Assistant Supervisors will be Rs. 271-17-373-EB-505-EB-22-593-EB-27....

5.3 *Dearness Allowance:*

5.3.1 D.A. will continue to be linked with C.P.I. for the working class Calcutta (Base 1960=100). The rate of neutralisation will be Rs. 1.30 per point of rise or fall in the cost of living index with effect from 1-1-1979 instead of the Rs.1.15 as at present. All Assistant Supervisors shall thus get an increase of Rs. 3.15 per month with effect from 1-1-1979.

5.3.2 D.A. will be pegged at 300 points which will be considered as the floor level. There shall be no fall in the D.A. even in case the C.P.I. goes below 300 points. However, for a rise or fall between 300 and 314 points, the adjustment shall continue to be at the rate of Rs. 1.15 per point.

5.3.3 The existing differential in the rate of Dearness Allowance between the different slabs of the basic pay shown in Annexure I to this settlement will continue with appropriate adjustment as stated earlier. Dearness Allowance rates at C.P.I. 335 points (Base 1960=100) as adjusted in terms of this settlement are also indicated in Annexure I to this Settlement.

The existing practice of quarterly revision of the D.A. will also be continued.

6.1 *Shift Working & Shift Allowance*: It is agreed that since the work of the Company will be carried on in shifts most of the Assistant Supervisors will also be required to work on shifts i.e. 'A' (6.00 A.M. to 2.00 P.M.), 'B' (2.00 P.M. to 10 P.M.), 'C' (10 P.M. to 6.00 A.M.) and it is further agreed that the Assistant Supervisors who will be allocated to work in such shift will be allowed shift allowance as per Rules of the Company.

6.2 *Attendance Allowance*: It is agreed that the Management will grant Attendance Allowance to the Assistant Supervisors at the rate of Re. 0.50 paise per day of attendance.

6.3 *House Rent Allowance*: The Management has agreed to grant House Rent Allowance to all Assistant Supervisors in line with the West Bengal House Rent Allowance Act i.e. 3½ percent of wages subject a minimum of Rs. 30.00 per month. Provided that workmen whose period of unauthorised absence will be more than 15 days in a month, shall not be entitled to such House Rent Allowance.

6.4 *Festival Advance*: It is agreed that henceforth festival advance will be granted and disbursed to the concerned Asstt. Supervisor who desire to draw such advance after complying with necessary formalities only once in a year. Disbursement of such advance will be made prior to either Durga Puja, or Id-ul-Fitr or Christmas. The amount of such advance will be made one month prior to the above festival on a flat rate of Rs. 360.00 or one month's basic pay whichever is higher.

6.5 *Medical Allowance*: It is agreed that the Assistant Supervisors who would be beyond the purview of E.S.I. Scheme because of pay drawn, would be allowed Medical Allowance at the rate of Rs. 40.00 per month. They will be further eligible

to receive free treatment from the resources available in the Company's Dispensary which will include free medicines and pathological investigation. In special cases, where the Company's Chief Medical Officer recommends consultation with a specialist and radiological or detailed pathological examination, such consultation fee or examination charge will be reimbursed by the Company. The number of such consultation/examination will however not exceed one in each occasion of illness. The Company will not be responsible for any medical expenses or attention incurred by the Assistant Supervisor of their own discretion or for any dental and eye treatment.

6.6 *Daily Allowance*: It is agreed that the existing rate OF DAILY ALLOWANCE FOR the Assistant Supervisors on official outstation duty authorised by the Company, shall be revised as under:

<i>Ordinary places</i>	-	<i>Specified places</i>
Rs. 17.50		Rs. 22.50

For the purpose of Daily Allowance for outstation duty, the following cities will be treated as specified places:—

Delhi, Bombay, Madras, Hyderabad and Bangalore.

Detailed Rules in this regard will be formulated and announced in due course.

In witness whereof the parties hereto have signed the settlement on the 25th Day of May 1979.

ANNEXURE

D.A. for Assistant Supervisors

<i>Pay Slab</i>	<i>D.A. at C.P.I. 300</i>	<i>D.A. per month on C.P.I. at 335 (On Jan. 1979)</i>
Rs. 110.00 to Rs. 299.00	247.00	290.40
Rs. 300.00 to Rs. 399.00	257.00	300.40
Rs. 400.00 to Rs. 499.00	267.00	310.40
Rs. 500.00 and above	277.00	320.40

MEMORANDUM OF SETTLEMENT

Under Section 12(3) read with Section 18(3) of the Industrial Disputes Act, 1947.

1. Name of the Parties: Garden Reach Shipbuilders & Engineers Limited,
43/46, Garden Reach Road,
Calcutta-700024,
hereinafter referred to as
Management.

AND

Clerical grades staff represented
by Garden Reach Workshops
Limited Clerks' Union.

2. Representing Management:
1. Commodore A. K. Sarkar,
Managing Director.
 2. Dr. M. K. Ghosh Roy,
General Manager.
(Ship Division)
 3. Shri N. Bhattacharya,
General Manager,
(Engineering Division).
 4. Shri S. K. Basu Choudhury,
Financial Controller.
 5. Shri P. K. Sasmal,
Manager Industrial Engg.
 6. Shri Salil Dutta,
Personnel Manager.
3. Representing the Clerical
graded staff:
1. Shri Mritunjoy Roy,
Vice-President, G.R.W. Ltd.,
Clerks' Union,
 2. Shri Dilip Sen,
Vice-President, G.R.W. Ltd.
Clerks' Union.

3. Shri Subhas Sinha,
Jt. Secretary, G.R.W. Ltd.
Clerks' Union.
4. Shri Kali Prasanna Dutta,
Jt. Secretary, G.R.W. Ltd.
Clerks' Union.
5. Shri Biswanath Dutta,
Jt. Ass't. Secretary, G.R.W.
Ltd. Clerks' Union.
6. Shri Satyabrata Sen,
Jt. Asstt. Secretary, G.R.W.
Ltd., Clerks' Union.

4. *Short recital of the case:*

With the expiry of the terms of the bipartite settlement on 31-12-76 which was arrived at between the Management and Clerical graded staff of Garden Reach Workershop Limited now known as Garden Reach Shipbuilders & Engineers Limited on 28-6-1974, a charter of demands was submitted by the Unions on behalf of the Clerical graded staff of Garden Reach Shipbuilders & Engineers Limited hereinafter referred to as the Company situated in the State of West Bengal.

Discussions and negotiations on the charter of demands had started at bilateral level.

During the course of bipartite discussions/negotiations, the Unions served strike notice and the workmen went on indefinite strike with effect from 22-1-1979 for non-fulfilment of their demands. Bipartite negotiations and also conciliation meetings during the strike were held for resolution of the dispute and satisfactory solution of the problems with a view to secure termination of the strike.

Through protracted discussions and negotiations at bipartite and tripartite levels on the above issues and through the exercise of good offices of the Chief Minister and Labour Minister of the State, a settlement was reached on the terms and conditions which are specified below:

5. Terms of Settlement:

5.1 *Coverage:* It is agreed that the terms of the settlement shall apply to all those Clerical graded staff viz. Clerks, Typists, Comptists, Steno-Typists, Stenographers, Draughtsmen, Tracers, Telex Operators, Telephone Operators and Machine Accounting Operators who are employed in the different Units of the Company in the State of West Bengal and are covered by the Memorandum of Settlement arrived at between the Company and the Union on 28-6-1974.

5.2 Basic Wage and Increment:

5.2.1 It is agreed that without disturbing the present position relating continuation of Bengal Chamber of Commerce & Industries scale of D.A. vis-a-vis revision of present wage structure of Clerical graded staff, an ad-hoc amount of Rs. 56/- per month per Clerical staff covered under Bengal Chamber of Commerce & Industries scale of D.A. will be granted to such Clerical graded staff for the next six months. This ad-hoc amount will not carry any benefit that is normally associated with wages namely, Provident Fund, leave salary, bonus, house rent allowance, D.A. etc.

It is further agreed that the parties will enter into meaningful discussions and negotiations and make endeavour to finalise a settlement within six months from the date of this Agreement and a concerted effort will be made in that direction. The Management will also take up the matter with the Central Government so that a general principle is evolved for similar staff in Central enterprises located in West Bengal where similar situation exists. If no final settlement is reached within six months, the question of further continuance of the ad-hoc payment will be reviewed. The ad-hoc payment will be adjusted at the time of the final settlement.

6.1 *House Rent Allowance:* The Management agreed to grant House Rent Allowance to all Clerical graded staff at the rate of 3½ percent of wages, subject to a minimum of Rs. 30/- per month. However, a Clerk whose period of unauthorised absence will be more than 15 days in a month, shall not be entitled to such House Rent Allowance.

6.2 *Attendance Allowance*: It is agreed that the Management will grant Attendance Allowance to the Clerical graded staff at the rate of 50 paise per day of attendance.

6.3 *Shift Working*: It is agreed that since the work of the Company will be carried on in shifts for administrative convenience, a section of the Clerical graded workmen will also be required to work on shifts, and it has been further agreed that the Clerks who will be allocated to work in such shifts will be allowed shift allowance as per rules of the Company.

6.4 *Festival Advance*: It is agreed that henceforth Festival Advance will be granted and disbursed to the concerned Clerical graded staff who desire to draw such advance after complying with necessary formalities only once a year. Disbursement of such advance will be made one month prior to either Durga Puja or Id-Ul-Fitr or Christmas. The amount of such advance will be made one month prior to the above festival on a flat rate of Rs. 360/- per individual.

6.5 *Overtime Allowance*: It is agreed that with effect from 1-1-1979 overtime Allowance will be paid to the Clerical graded staff as per provisions of the relevant Acts.

6.6 *Promotion Policy*: It is agreed that a comprehensive promotion policy will be framed by the Management within approximately 4 months from the date of signing this settlement and will be implemented in consultation with the Union.

6.7 *Gratuity*: It is agreed that a separate Gratuity Scheme will be formulated within 4 months by the Management for the Clerical graded staff who are not entitled to the Gratuity for the period of their services when their wages exceeds Rs. 1000/- per mensem, for implementation.

6.8 *Daily Allowance on Outstation Duty*: It is agreed that the existing rates of Daily Allowance for the Clerical graded staff while on official outstation duty authorised by the Company, shall be revised as under:

Ordinary Place

Rs. 17.50

Specified Place

Rs. 22.50

For the purpose of Daily Allowance for Outstation duty, 'A' Class cities will be treated as specified places namely, Delhi, Bombay, Madras, Hyderabad and Bangalore.

6.9 *Medical Allowance*: It is agreed that the Clerical graded staff who would be beyond the purview of the Employees' State Insurance Scheme because of the pay drawn, would be allowed Medical Allowance at the rate of Rs. 40/- per month.

6.10 *Leave and Holidays*:

6.10.1 It is agreed that henceforth there will be uniform system of leave facilities for the Clerical graded staff and all Clerical workmen will get:

Casual Leave:—10 days in a calendar year with pay. Casual Leave will not be allowed for more than 5 days at a time. Casual Leave can be allowed to be suffixed and/or prefixed with weekly rest day/holiday, which will not be counted as Casual Leave.

Sick Leave—15 days in a calendar year with pay which may be accumulated upto 30 days.

6.10.2 *Leave Encashment*: It is agreed that henceforth all the Clerical graded staff will be allowed the facility to encash their un-availed leave subject to the following conditions:—

- i) Encashment will be made at the rate of his average normal wages i.e. basic and dearness allowance only.
- ii) At the time of encashment a Clerical workman must apply for a minimum 30 days (which must have accrued to him) leave of which half the number of days may be encashed and the other half number of days of the period shall be actually enjoyed.

6.10.3 *Festival Holidays*: It is agreed that the Yard/Unit shall remain closed on the following 12 days in a Calendar Year on account of festival holidays for which all Clerical graded staff will be entitled to wages:—

- | | |
|----------------------|---------------------|
| i) Republic Day | vii) 23rd January |
| ii) Independence Day | viii) First Baisakh |
| iii) First May | ix) Dol Jatra |
| iv) Viswakarma Puja | x) Diwali |
| v) Fateha-duaz-Daham | xi) Id-Uz-Zoha |
| vi) Lakshmi Puja | xii) Id-ul-Fitr, |

Explanation:

Besides as indicated in 6.10.3 above the Clerical graded staff will continue to enjoy 4 days leave with pay as specified below consequent upon availing of the same by the non-clerical workmen as 'other leave' in terms of Omnibus Tribunal Award:—

- | | |
|------------------|-------------------|
| a) Sree Panchami | c) Mahalaya |
| b) Muharram | d) Christmas Day. |

6.11 It is agreed that the diploma holder Clerical graded Draughtsmen will be allowed to opt for being admitted to the Pay Scale and service condition of the diploma holder Draughtsmen in the Assistant Supervisory category consequent upon the contemplated review of the same for the latter category of the workmen.

7. General:

7.1 The purpose of this settlement is to improve the service condition of the concerned workmen and to maintain harmonious industrial relations, to ensure co-operation with each other in the larger interest of the Organisation as well as the workmen.

7.2 The terms and conditions of service of the workmen, which are not specifically covered in this settlement and have not been reviewed, will continue to be binding upon the parties during the period of operation of this settlement.

7.3 The Union agrees to co-operate with the Management in achieving higher rate of production and productivity.

8. Strike:

8.1 It is agreed by the Union that in view of the settlement

they will call off the strike resorted to by them with effect from 26-5-1979.

8.2.2 The period of strike with effect from 22-1-1979 till 25-5-1979 shall be treated on the basis of 'no work no pay' without, however, adversely affecting continuity of service of any Clerical grades staff. Eligibility for the purpose of Annual Leave of Clerical graded staff shall not be affected in any way for absence on account of this Strike.

9. *Operation of settlement*: This settlement shall come into force with effect from 1-1-1979 and the terms and conditions of which shall remain binding upon both the parties upto 31st December, 1981 and shall continue to remain binding upon the parties even thereafter until terminated by either party in accordance with the provisions of the Industrial Disputes Act.

In witness whereof the parties hereto have signed the settlement on the 25th Day of May 1979.

MEMORANDUM OF SETTLEMENT

Under Section 2(p) of the Industrial Disputes Act, 1947.

1. Names of the Parties: Garden Reach Shipbuilders & Engineers Limited,
43/46, Garden Reach Road,
Calcutta-700024,
hereinafter referred to as
Management.

AND

Workmen/Clerical Grade Staff/
Asstt. Supervisors represented by
the GRW Mazdoor & Staff
Union and GRW Clerks' Union.

2. Representing Management:
1. Commodore A. K. Sarkar,
Managing Director.
 2. Dr. M. K. Ghosh Roy,
General Manager.
(Ship Division)

3. Shri N. Bhattacharya,
General Manager,
(Engineering Division)
 4. Shri S. K. Basu Choudhury,
Financial Controller.
 5. Shri P. K. Sasmal,
Manager Industrial Engg.
 6. Shri Salil Dutta,
Personnel Manager.
3. Representing the Workmen/1. Md. Elias, President,
Clerical Grades Staff/Asst. GRW Mazdoor & Staff
Supervisors. Union.
2. Shri G. Goswami,
Working President,
GRW Mazdoor & Staff
Union.
 3. Md. Salim Ahmed,
Vice-President,
GRW Mazdoor & Staff
Union.
 4. Shri N. Roy,
General Secretary.
GRW Mazdoor & Staff
Union.
 5. Shri G. Das, Secretary,
GRW Mazdoor & Staff
Union.
 6. Shri J. P. Lahiri, Treasurer,
GRW Mazdoor & Staff
Union.
 7. Shri M. Roy,
Vice-President,
GRW Ltd. Clerks' Union.
 8. Shri D. Sen,
Vice-President,
GRW Ltd. Clerks' Union.
 9. Shri S. Sinha,
Joint Secretary,
GRW Ltd. Clerks' Union.

10. Shri B. Dutta,
Joint Asstt. Secretary,
GRW Ltd. Clerks' Union.
11. Shri K. P. Dutta,
Joint Secretary,
GRW Ltd. Clerks' Union.
12. Shri S. B. Sen,
Joint Asstt. Secretary,
GRW Ltd. Clerks' Union.

4. *Short recital of the case:*

With the expiry of the terms of the bipartite settlement on 31-12-1976 which were arrived at between the Management and the G.R.W. Mazdoor & Staff Union and G.R.W. Clerks' Union representing Workmen/Clerical Graded Staff/Asstt. Supervisors of Garden Reach Workshops Limited now known as Garden Reach Shipbuilders & Engineers Ltd. on 6-9-1973 and 1-3-1974 respectively, Charter of Demands were submitted by the above Unions on behalf of the Workmen/Clerical Grades Staff/Asstt. Supervisors of Garden Reach Shipbuilders & Engineers Ltd. hereinafter referred to as the Management.

Discussions and negotiations on the Charter of Demands were held at the bipartite level. During the course of bipartite discussions/negotiations the Union served strike notice and the Workmen/Clerical Grade Staff/Asstt. Supervisors went on indefinite strike with effect from 22-1-1979 for non-fulfilment of their demands. Bipartite negotiation of the dispute and satisfactory solution of the problems with a view to secure termination of the strike.

Through protracted discussions and negotiations at bipartite level on certain issues, a settlement was reached on the terms and conditions which are specified below.

5. *Terms of Settlement:*

5.1 *Coverage:* It has been agreed that the terms of this settlement will apply for all workmen including Asstt. Supervisors and Clerical Grades Staff employed in the different Units of the Company in the State of West Bengal, namely, Main Unit,

Taratala, Belur, Baranagar, 61 Park, F.O.J. and Deck Machinery Division.

5.2 *Leave Travel Assistance*: It has been agreed that Leave Travel Assistance will be extended to individual workmen on completion of one year's service in the Company, replacing the existing group-tour scheme. Eligible workmen will be allowed L.T.A. at the flat rate of Rs. 204/- per calendar year provided the concerned workmen avail annual leave with wages for a minimum period of three days at a time for the purpose. This assistance will however not be accumulative.

5.3 *Advance for conversion from fortnightly payment to monthly payment*:

While finalising the issue of conversion of the existing fortnightly wage disbursement to monthly wage disbursement, it was felt that the concerned daily rated workmen will be facing hardship due to deferment of their one fortnightly payment in view of the above conversion. As such, it has been agreed that an amount of Rs. 300/- will be paid to the concerned workmen along with the last fortnightly payment after the strike being called off as recoverable advance, which will be recovered in 12 equal monthly instalments. Recovery of such advance will commence from the 2nd Monthly wage disbursement.

5.4 *Daily Allowance on outstation Duty*: It has been agreed that the existing rates of Daily Allowance for the workmen while on official outstation duty authorised by the Company, shall be revised as under:

Un-skilled & Semi-skilled		Skilled/Highly Skilled		Clerks & Asstt. Supervisors	
Ordy. place.	Specil. place.	Ordy. place.	Specil. place.	Ordy. place.	Specil. place.
12.50	17.50	15.00	20.00	17.50	22.50

For the purpose of daily allowance for outstation duty, 'A' Class cities will be treated as specified places namely, Delhi, Bombay, Madras, Hyderabad and Bangalore.

5.5 *Gratuity*: It has been agreed that while computing the

gratuity of individual daily rated workmen in terms of payment of Gratuity Act, 1972, the actual daily wages of concerned workmen will be multiplied by 15 and the number of years of entitlement of gratuity. The cases pending before the Gratuity Authority, would be mutually settled between the parties on the above lines.

5.6 *Lumpsum Advance*: It is agreed that an advance of Rs. 700/- will be granted to all workmen including Asstt. Supervisors, Clerical Graded Staff who are on rolls of the Company and have completed 2 years of service on 31-12-78 in different Units of the Company situated in West Bengal, over and above advance of Rs. 500/- already paid to them.

Workmen including Asstt. Supervisors, Clerical Graded Staff who have not put on the above period of service will be granted advance on pro-rate basis.

The question of recovery/adjustment/liquidation of the total advance will be discussed and negotiated amongst the parties within three months. On failure to arrive at a settlement, the issue will be referred to the Labour Commissioner, Government of West Bengal whose recommendation will be accepted by the parties and will be binding upon them.

6. *Operation of settlement*: This settlement shall come into force with effect from 1-1-1979 and the terms and conditions of which shall remain binding upon both the parties upto 31st December, 1981 and shall continue to remain binding upon the parties even thereafter until terminated by either party in accordance with the provisions of the Industrial Disputes Act.

In witness whereof the parties hereto have signed the settlement on the 25th Day of May 1979.

MINUTES OF THE DISCUSSIONS HELD ON 25.5.1979
BETWEEN THE MANAGEMENT AND REPRESENTA-
TIVES OF THE UNIONS OF GARDEN REACH SHIP-
BUILDERS AND ENGINEERS LIMITED

While finalising the Settlement in respect of the Charter of Demands submitted by the G.R.W. Mazdoor & Staff Union and G.R.W. Ltd. Clerks' Union dated 23.2.76 and 24-29.2.1976 respectively, detailed discussions were held on 25-5-79 on the

following points between the Management of Garden Reach Shipbuilders & Engineers Limited and the aforesaid Unions:

1) *Absorption of Apprentices:*

Since the introduction of Shift system of working might generate opportunities for few more employment, the Management agreed to absorb 30 Trade Apprentices as early as possible from amongst the existing passed out Apprentices depending upon their suitability after complying with necessary formalities without creating any precedent whatsoever. Regarding the remaining passed out Apprentices i.e. approx. 25 Nos. it was decided that they will be put on training against trades other than their mother training and will be absorbed after successful completion of their training against suitable vacancies. For the future trade apprentices, it was specifically mentioned that the Company will take no liability for their absorption and will strictly comply with the provisions of the relevant Act in this regard.

2) *Absorption of daily rated Afloat Labourers:*

The Unions requested for absorption of daily rated Afloat Labourers in regular employment. The Unions were told that with the introduction of Shift System of working, some more un-skilled labourers are expected to be recruited in the Company, and as such in terms of the understanding which was arrived at between the Management and Unions, more number of daily rated Afloat Labourers will be absorbed in the regular roll of the Company. The remaining daily rated Afloat Labourers who have been declared medically fit would be getting opportunities of being booked (daily) regularly for Afloat work, and will be gradually absorbed.

It was further told to the Unions that in the event of the strength of daily rated Afloat Labourers becoming inadequate consequent upon their absorption in the regular employment, the ship repair work would be carried in in accordance with the provisions of Contract Labour (Regular & Abolition) Act.

3) *Upgradation of Gas Cutters:*

The issue of Upgradation of Gas Cutters from the existing

semi-skilled grades to the skilled grades was discussed in details and finally it was decided that the Gas Cutters in the Semi-Skilled Grades who have at least 3 years services to their credit as Gas Cutters in G.R.S.E. on the date of signing of the minutes of the discussion, would be promoted to the Skilled Grade as Gas Cutters-cum-Welder based on trade test and satisfactory performance report.

4) *Employment of Sons of Employees dying in harness/retired:*

It was decided that in the event of an employee dying while in service, one of his sons would be employed in the un-skilled category of the Company subject to his fitness and availability of vacancy.

It was also decided that other things being equal sons of the retired employees would be given preference over others while recruitment in the Un-skilled category provided all recruitment procedures, statutory or otherwise are complied with.

5) The Unions requested for re-employment/re-instatement S/Shri Kamal Bose, Syamal Kumar Bose, N. Roy and Arun Sarkar. The Managing Director agreed to look into those individual cases of ex-employees sympathetically as early as possible and take a decision in this regard depending upon the individual merits of the cases keeping the legal aspect in view.

SETTLEMENT IN PORTS & DOCKS

In pursuance of the discussions held by Shri Ravindra Varma, Minister of Parliamentary Affairs and Labour and the representatives of the Ministry of Shipping and Transport and the Ministry of Finance with the Federations of Port and Dock Workers, it is agreed as under:

2. Recommendations of the Wage Revision Committee will be implemented w.e.f. 1.1.1974 subject to the following:

(a) Fixed dearness allowance will be paid at the following rates:

<i>Basic pay in the Revised Scale (Rs.)</i>	<i>Fixed D.A. w.e.f.</i>	
	<i>1-1-74 (Rs.)</i>	<i>1-1-77 (Rs.)</i>
325-346	5.00	40.00
347-366	10.00	45.00
367-376	12.50	47.50
377-386	15.00	50.00
387-396	17.50	52.50
397-464	20.00	55.00
465-475	22.50	57.50
476-487	25.00	60.00
488-498	27.50	62.50
499-594	30.00	65.00
595-729	32.50	67.50
730-745	35.00	70.00
746-761	37.50	72.50
762-777	40.00	75.00
778-793	42.50	77.50
794-1200	45.00	80.00

(b) Variable D.A. will be paid for variations in Consumer Price Index Number above 250 of the 1960 series at a flat rate of Rs. 1.30 per point at all levels of pay w.e.f. 1.1.1974.

(c) Review of the variable D.A. will be made quarterly on the basis recommended by the W.R.C., but it will be done for a change of every point in the quarterly average.

(d) In case the quarterly average of Consumer Price Index Number (1960 Series) crosses 362, the formula for the grant of variable D.A. as per this Agreement would be reviewed.

(e) In case the Government revises its policy on the neutralization per point in the Public Sector Undertakings where the rate of Rs. 1.30 per point applies at present, the revised rate would be made applicable to port and dock workers also.

(f) The ceiling of Rs. 100 for the total of compensatory allowance and fitment money for those drawing above Rs. 300 basic in the existing scale as on 1-1-1974, mentioned in para 7.29(c) of the Wage Revision Committee's Report will be waived.

(g) Where a worker gets fitted in the revised scale at a notional stage beyond the maximum, the excess though treated as Personal Pay would not be adjusted against future increments.

(h) The pay of an employee who within the period from the 2nd January, 1974 to the 15th August, 1977 moves into the next higher slab of fixed Dearness Allowance under the Wage Board formula, will be refixed from such date in the revised scale in such a manner that his pay in the revised scale on that date is the same as would be allowed on 1.1.74 to another employee drawing the same pay in the existing scale on 1.1.1974. He will also be allowed to draw arrears on the basis of the pay in the revised scale fixed as on 1.1.1974 till the date of refixation.

(i) Employees stagnating at or beyond the maximum of the revised scale would be entitled to one stagnation increment once in two years subject to a maximum of three such increments.

(j) If at any port a particular category of workers are not in receipt of H.R.A. and C.C.A. or are in receipt of H.R.A. and C.C.A. at a rate less than 16% and 10% respectively, the provisions of Clause (iv) of para 7.29(a) of the W.R.C.'s Report will apply in their case also.

(k) Special pay wherever admissible at present will not be taken into account while fitting in the revised scale but would continue to be drawn extra subject to separate review, except in cases where the Wage Revision Committee has taken a special pay into account in determining a higher pay scale in which case the special pay would be taken into account while fitting an employee into the revised scale and discontinued thereafter. Where any revision in the special pay and allowances is considered justified it will be given effect from 1.1.1974.

(l) If on implementation of the Committee's recommendations the emoluments of any employee as on 1-7-1977 are less than the emoluments drawn by him according to the previous wage structure including interim relief, the difference would be treated as personal pay.

(m) Merely as a consequence of implementation of the recommendations of the W.R.C. 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.

(n) In cases where on promotion the rate of increment in the promotion post admissible to an employee is lower than that he was drawing in the lower post, the difference between the two would be allowed as personal pay until the rate of increment in the promotion post becomes equal to or higher than that which would have been admissible to him but for his promotion. This personal pay would not be adjusted against future increments.

(o) With effect from 1.1.1974, annual increments would be allowed on the 1st of the month they fall due.

(p) A review of the various Payments by Results Schemes would be undertaken and these would be revised and extended to other categories to the extent necessary and feasible. Such revision will be completed as soon as possible and in any case not later than 31.3.1978.

(q) The new wage structure would remain in force till 31.12.1979.

(r) Recovery of house rent shall be in accordance with the recommendations of the W.R.C. However, if this causes any hardship in case of certain categories of employees who have been drawing house rent allowance while occupying Port or DLB quarters, or who have been in receipt of house rent allowance at a rate higher than 16% in lieu of rent free accommodation or those who though entitled to rent free accommodation as part of their conditions of service are not provided with quarters, this would be rectified.

(s) Port Trust employees who are at present on CPF/SRPF will be given another option to come over to the Pension Scheme, to be exercised within a period of three months from the date of the issue of orders.

(t) A committee which would include representatives of Federations or any other suitable machinery for expeditious disposal will be set up at central level by Government to consider the cases of anomalies or discrepancies that may arise as a result of implementation of recommendations of the W.R.C.

as modified by this Agreement. This Committee or Machinery will also look into demand relating to parity between the skilled and ministerial scales, demand for upward revision of scales for promotion posts where this happened to be lower than or equal to the scale of feeder posts, demand for notional increment to the dock workers, who had been stagnating at or beyond the maximum of their existing scales for a number of years, and demand for liberalisation of incremental rates in the light of what is obtaining in public sector undertakings.

(u) During the currency of this wage settlement, no fresh demand relating to wages and allowances covered by the W.R.C.'s Report will be raised by any Federation or its affiliates except to the extent provided for in this Agreement and those which are already pending adjudication.

(v) Arrears will also be paid on account of ex-gratia, overtime, leave salary and children education allowance. All the arrears would be paid as early as possible but not later than two months. The arrears will be paid in cash but Federations would issue an appeal to their members to contribute at least 50% to Provident Fund Account or other saving schemes.

(w) All strike notices served on different Port Authorities and other employers by the affiliates of different Federations stand withdrawn.

Representing Government

(T. S. Sankaran),
Addl. Secretary,
Ministry of Labour.

(G. C. Baveja),
Director-General
Bureau of Public Enterprises.

*All India Port and Dock
Workers' Federation.*

(S. C. C. Anthoni Pillai),
Vice-President.

(Shanti G. Patel),
Vice-President.

(Makhan Chatterjee),
General Secretary.

*Indian National Port and
Dock Workers' Federation.*

(G. S. Dhara Singh),
President.

(Mohan Nair),
General Secretary.
General Secretary,
(Janaki Mookerjee),

*Port, Dock and Waterfront
Workers' Federation of India.*

(B. B. Mahajan),
Joint Secretary
Ministry of Shipping &
Transport.

(K. Rajan), M.P.,
Vice-President.

(M. V. Bhadram),
General Secretary).

(Prasanta Dutta),
Secretary.

*Water Transport Workers'
Federation of India.*

(V. Viswanatha Menon),
M.P., Vice-President.

(Indra Deo Mali),
Vice-President.

New Delhi,
14th July, 1977.

(K. K. Roy Ganguly),
Joint Secretary.

GOVERNMENT OF INDIA
MINISTRY OF SHIPPING & TRANSPORT
(TRANSPORT WING)

No. PEO—132/78 NEW DELHI, the 12th December, 1978.

To

Chairmen of All Port Trusts and Dock Labour Boards.

Subject:—Encashment of earned leave—Decisions taken in
Pursuance of discussions held with the Federations
of Port and Dock Workers.

Sir,

I am directed to say that during the course of discussions
held with the Federations of Port and Dock Workers, one of

the demands raised by the Federations related to the encashment of earned leave. In this connection, it has been decided that the Port Trusts and Dock Labour Boards may adopt necessary procedure for allowing encashment of Earned Leave to their employees and workers. The scheme for encashment of earned leave will be governed by the following principles:—

- (i) Only earned leave will be encashable.
- (ii) Encashment will be allowed only once a year. It will be limited to 50% of the leave standing at the credit of an employee/worker, and will be subject to an employee/worker simultaneously availing himself 7 days' leave. The leave account will be debited by the total of leave encashed and availed.
- (iii) The amount admissible on such encashment shall be the pay and allowances for which the employee/worker would have been eligible had he actually gone on leave and will be paid in advance.
- (iv) The amount paid in lieu of leave shall not count as emoluments for any purposes. It shall not also be subjected to recoveries in respect of loans, advances, etc.
- (v) The scheme shall be applicable to all regular employees of the Port Trusts and Dock Labour Boards, both permanent and temporary, including registered and listed workers of the Dock Labour Boards.

2. You are, requested to take necessary action for amending your regulations so as to provide for incorporation of the above decisions therein in accordance with the prescribed procedure.

3. During discussions, one of the points raised was that a very large number of employees/workers will normally like to encash their leave in the beginning of the calendar year, i.e., during the month of January or February. In case, there is insistence on an employee/worker availing himself of 7 days' leave simultaneously with encashment, there would be large-scale incidence of leave among various categories of employees and workers in those months leading to disruption in the functioning of the Port. It was, therefore, proposed that

the conditions of simultaneous availing of earned leave may not be insisted upon and the employee/worker encashing his earned leave may be permitted to avail himself of leave any time during the year as may be convenient to him and to the Port Authorities, provided he takes minimum of seven days' earned leave in a continuous spell.

4. In case you find the alternative proposal in Para-3 more suitable, you may please let us have your detailed views in the matter at an early date. Otherwise, necessary action to implement the decision mentioned in Para-I above may please be taken.

5. As regards, the question whether the amount paid in lieu of leave be subject to deductions on account of Provident Fund, the opinion of the Central Provident Fund Commissioner is being ascertained and a communication in this regard will be sent to you separately.

Yours faithfully,

Sd/- (R. T. PANDEY),

UNDER SECRETARY TO THE GOVT. OF INDIA.

Copy forwarded to:

1. Labour Division (20 spare copies).
2. Finance Division.

GOVERNMENT OF INDIA
MINISTRY OF SHIPPING & TRANSPORT
(TRANSPORT WING)

No. PEO-130/78 NM. Immediate OUT TODAY.
To, New Delhi, the 9th January, 1979.

Chairmen of All Port Trusts & Dock Labour Boards.

Sub: Liberalisation of Pension—decisions taken in pursuance of discussions held with the Federations of Port & Dock Workers on 19th-20th Dec. 1978.

Sir,

In continuation of this Ministry's letter of even number dated 12th December, 1978 on the subject mentioned above.

I am directed to say that further discussions with the representatives of the four All India Federations of Port & Dock Workers were held on 19th and 20th December, 1978: Regarding liberalisation of Pension and following are the agreed conclusions arrived at during the discussions:—

1.1 Every Class-III and IV employee in the Ports and Docks including the employee of the Dock Labour Boards and their Administrative Bodies, who is already on pension scheme or who opts for pension in accordance with the orders issued by the Ministry on 12-12-1978 will be given option either to be governed by the definition of 'pay' for the purpose of pension as applicable to Central Government employees, or to retain the existing liberalised definition of 'pay' applicable to Class-III and IV employees in ports and docks. In the former case, piece-rate earnings, incentive payment and other such payments under Payments by Result Schemes which attract liability to contribute to Provident Fund will continue to be treated as 'Pay'.

1.2 The employees/workers, who opt for the definition of 'pay' as applicable to Central Government employees as specified in Para 1.1 will be allowed the following concessions:

- i) The ceiling for the purpose of calculating pension will be raised from 30/80 to 33/80.
- ii) The family Pension will be allowed at the same rates as allowed for Government employees from time to time.
- iii) Periodical relief on Pension for increase in C.P.I. above 250 points (1960 series) will be allowed as per the formula applicable to Central Government employees with the only modification that 5% relief will be allowed for every 20 points rise in the C.P.I. number instead of 16 points in the 12 monthly average of CPI (1960 series).

1.3 In respect of workers/employees, who opt to continue to be governed by the existing liberalised definition of pay for the purpose of Pension, the following concessions will be extended:—

- i) The minimum rate of family pension will be increased as under:—

- | | |
|-------------------------------------------------------------------|------------|
| a) Those who draw pay below Rs. 400/- | Rs. 60.00 |
| b) Those who draw pay Rs. 400/-
and above but below Rs. 1200/- | Rs. 100.00 |
| c) Those who draw pay of Rs. 1200/-
and above. | Rs. 160.00 |
- ii) Periodical relief of Pension will be allowed for every 20 points increase in the 12 monthly average of CPI (1960 series) over and above the CPI on which the employee was paid variable D.A. at the time of retirement, at the rate of 4% of his pension upto the CPI point upto which the relief is allowed by Central Government from time to time for its pensioners. If the Government makes any modification in the formula of periodical relief payable to Government Pensioners, suitable adjustments in these rates will be made;
- iii) Where an employee/worker dies while in service after having rendered not less than 7 years' continuous service, the rate of family pension payable for a period of 7 years or till the date on which the deceased employee would have attained the age of 65 years, had he survived, whichever period is less, shall be equal to 50% of the pay last drawn or 1½ times the family pension otherwise admissible, whichever is less. For this purpose, the pay will be as defined in the case of Central Government employees but will include piece-rate earnings, incentive payments, premium payments and other such payments under Payment by Results Schemes.

1.4 In the case of workers eligible to payments under any type of payments by Results Schemes, the periods of authorised leave other than Casual Leave, authorised absence or period under suspension during the period of 10 months prior to date of his retirement shall be disregarded in the calculation of the average 10 months' emoluments, and equal period spent on duty before the last 10 months shall be included.

1.5 The liberalisation mentioned above will take effect from 1-1-1979.

1.6 Those who are already in receipt of pension or the dependents of the deceased employees already in receipt of

family pension will also be allowed the benefit of above liberalisation in Para 1.3 w.e.f. 1-1-1979. Necessary adjustments in the pensionary benefits in respect of employees, who retired between 1-1-1969 and 31-12-1973 on account of difference in CPI number on which their wages were based will be made on the basis of formula to be worked out by Government by 31-1-1979.

1.7 Where an employee is offered a post on a lower scale of pay, or, in the case of a worker employed under any payment by Results Scheme/Piece-rate Scheme is offered a job where he will not be eligible to any payment under such scheme, on account of any medical disability, accident etc., as an alternative to being discharged/removed, the Government will consider whether pension may be worked out separately for the earlier period and the subsequent period.

1.8 All employees who are at present in Pension Scheme will be given an option to being governed by the definition of 'pay' for the purpose of pension as applicable to Central Government employees with the modifications indicated in Para 1.1 within a period of six months from the date of the issue of orders in regard to the above-mentioned liberalisations. An employee who opts for a pension scheme subsequently in accordance with the orders issued on 12-12-1978, will have similar option to opt for being governed by the definition of 'pay' for the purpose of pension as applicable to Central Government employees with the modifications indicated at para 1.1. Where no option is exercised within six months' period, it shall be presumed that the employee concerned opts to continue to be governed by the liberalised definition of 'pay' as applicable to Class-III and IV employees of the Ports and Docks. Option once exercised shall be final.

2. Incentive earnings/premium payments and any other payments under Payment by Results Schemes will be treated at par with piece-rate earnings for purposes of ex-gratia pension and Provident Fund. This will take effect from 1-1-1979 in case of pension and provident fund, and from the accounting year 1977-'78 paid during 1978-'79 in case of ex-gratia in lieu of bonus.

3. It is requested that necessary action to implement the

above decisions may kindly be taken in accordance with the prescribed procedure and regulations of the Port Trust amended suitably so as to incorporate the above decisions. After obtaining approval of the Board of Trustees, the proposal may be forwarded to the Government for approval. Amendments to the Regulations conforming to the above decisions will be approved by the Government expeditiously.

4. Resolutions of Dock Labour Board for implementation of the above decisions may also be sent to Government for approval at an early date.

Yours faithfully,

Sd/- (R. T. PANDEY),

Under Secretary to the Govt. of India.

Copy forwarded to :

1. Labour Division (20 copies)
2. Finance Division.

GOVERNMENT OF INDIA
MINISTRY OF SHIPPING & TRANSPORT
(TRANSPORT WING)

PEO-130/78. NEW DELHI, the 12th December, 1978.

To,

Chairmen of All Port Trusts and Dock Labour Boards.

Subject: Liberalisation of Pension—Decisions taken in pursuance of discussions held with the Federations of Port & Dock Workers.

Sir,

I am directed to say that during the discussions held with the Federations of Port and Dock Workers, one of the demands raised by them related to liberalisation of pension. In this connection, it has been decided as under:—

- (a) The period for calculation of average emoluments for purpose of pension will be 10 months instead of 36 months as at present.
- (b) Commutation of pension within one year after the date of retirement will be allowed without medical examination.
- (c) Pension may also be allowed to registered and listed workers of Dock Labour Boards and 'A' and 'B' Category Shore Workers including ore handling workers of Port Trust. Such Schemes should be on the lines of the Pension Scheme at present applicable to Port Trust employees.
- (d) Employees of the Port Trusts, and the Dock Labour Boards and registered/listed workers will be given an option to come over to pension scheme to be exercised within a period of six months from the date of the issue of the order in regard to the above-mentioned liberalisation.

2. It is requested that necessary action to implement the above decisions may kindly be taken in accordance with the prescribed procedure and regulations of the Port Trust amended suitably so as to incorporate the above decisions. After obtaining approval of the Board of Trustees, the proposal may be forwarded to the Government for approval. Amendments to the regulations conforming to the above decisions will be approved by the Government expeditiously.

3. Resolutions of Dock Labour Boards for implementation of the above decisions may also please be sent to Government for approval at an early date.

Yours faithfully,
Sd/- (R. T. PANDEY),
Under Secretary to the Govt. of India.

Copy forwarded to:

1. Labour Division (20 spare copies)
2. Finance Division.

GOVERNMENT OF INDIA
MINISTRY OF SHIPPING AND TRANSPORT
(TRANSPORT WING)

No. PEO-131/78. New Delhi, the 12th December, 1978.

To

The Chairman of all Port Trusts and Dock Labour Boards.

Subject: Liberalisation of leave travel concession—decisions taken in pursuance of discussions held with the Federations of Port & Dock Workers.

Sir,

I am directed to say that during the discussions with the Federations of Port & Dock Workers, one of the demands raised by them related to liberalisation of Leave Travel Concession. As a result of discussions with the Federations, it has been decided that the Port Trusts and Dock Labour Boards should adopt the Orders regarding Leave Travel Concession (including concession for travel to home towns) as applicable to Government employees in toto. Where the existing scheme is different from the Government's Orders, the employees will have the option to either choose the existing scheme in toto or the scheme applicable to Central Government employees in toto. This option will be exercised within a period of six months after the adoption of the scheme. No extension of this limit will be asked for or allowed. Once the option is exercised, it will be final and cannot be revoked during the service. The new entrants will exercise the option within a period of three months of their joining service. The option thus exercised will be final. In case of Port Trusts, which opt for the scheme applicable to Government employees, necessary Government approval will be conveyed expeditiously on receipt of requisite resolutions from the Port Trust Boards. Wherever Leave Travel Concession Scheme as applicable to Government employees is applied to Port Trust/Dock Labour Board for the first time, it will be applied for the block year commencing from 1.1.1978.

2. It is requested that necessary action to implement the above decisions may kindly be taken and the regulations of

the Port Trusts incorporating the above decisions amended in accordance with the prescribed procedure immediately.

Yours faithfully,

Sd/- (R. T. PANDEY)

Under Secretary to the Government of India.

Copy to:

- (a) Labour Division (20 Spare copies)
- (b) Finance Division.

GOVERNMENT OF INDIA
MINISTRY OF SHIPPING AND TRANSPORT
(TRANSPORT WING)

No. LWR/1/79.D.II. New Delhi, the 22nd January, 1979.

To

The Chairman of Major Port Trusts and
Deputy Chairman of all DLBs.

Subject: Liberalisation of rates of increments.

Sir,

As a result of discussions held with the representatives of four federations of Port and Dock Workers on the 9th and 10th January, 1979, certain conclusions have been arrived at in regard to the demand for liberalisation of the existing rates of increments in the W.R.C. scales of pay. In the light of those conclusions, it has been decided that the scales of pay given under para. 7.13 of the W.R.C.'s Report will be modified as below:—

<i>W.R.C. Scale</i>	<i>Modified Scale</i>
1. 325-4-365-EB-5-415	325-7-367-EB-8-415
2. 330-4-362-EB-5-402- EB-6-426	330-7-358-EB-8-390- EB-9-426
3. 340-4-360-EB-5-400- EB-6-442	340-7-361-EB-8-393- EB-9-447
4. 350-5-375-EB-6-435- EB-7-470	350-8-374-EB-9-410- EB-10-470

5. 360-6-390-EB-7-460- EB-8-500	360-9-396-EB-10-456- EB-11-500
6. 370-7-405-EB-8-485- EB-9-530	370-10-410-EB-11-487- EB-12-535
7. 400-7-435-EB-8-515- EB-10-565	400-10-410-EB-11-487- EB-13-565
8. 420-7-455-EB-9-545- EB-10-595	420-10-430-EB-12-478- EB-13-595
9. 425-8-465-EB-10-535- EB-12-655	425-11-436-EB-13-540- EB-15-660
10. 450-8-490-EB-12-610- EB-15-700	450-11-461-EB-15-611- EB-18-701
11. 465-10-515-EB-12-635- EB-15-725	465-13-478-EB-15-583- EB-18-727
12. 480-10-530-EB-15-680- EB-20-800	480-13-493-EB-18-691- EB-23-806
13. 575-15-680-EB-20-840	575-18-683-EB-23-844
14. 500-15-680-EB-20-780- EB-25-880	500-18-680-EB-23-772- EB-28-884
15. 500-15-650-EB-20-750- EB-25-880	500-18-662-EB-23-754- EB-28-950
16. 600-15-675-EB-20-835- EB-25-885	600-18-654-EB-23-746- EB-28-886
17. 600-15-675-EB-20-875- EB-25-1000	600-18-654-EB-23-723- EB-28-1003
18. 645-15-675-EB-20-875- EB-25-1000	645-18-663-EB-23-732- EB-28-1012
19. 675-20-875-EB-25-1050	675-23-744-EB-28-1052
20. 750-25-950-EB-25-1100	750-28-946-EB-28-1114
21. 775-25-975-EB-25-1150	775-28-943-EB-28-1167
22. 800-25-1000-EB-25-1100	800-28-940-EB-28-1108
23. 800-25-1000-EB-25-1150	800-28-940-EB-28-1164
24. 900-30-1050-EB-30-1200	900-33-1065-EB-33-1230

The modified scales will come into effect on 1.8.1977.

2. As a result of the liberalisation of rates of increments, it has also been decided that the scales of pay for skilled and highly skilled categories as also the marine categories and skilled categories not covered by the scheme of Skilled Scales communicated in this Ministry's letter No. LWR-59/78-D.II dated the 13.12.1978 should be modified as follows:—

<i>Category</i>	<i>Scales communicated in this Ministry's letter No. LWR-59/78-D. II dated 13.12.1978</i>	<i>Modified scales</i>
Skilled Gr. III	425-8-465-EB-10-565	425-11-436-EB-13-566
Skilled Gr. II	465-10-535-EB-12-595	465-13-530-EB-15-605
Skilled Gr. I	535-12-655	535-15-655
Highly Skilled Grade II	480-10-530-EB-15-680-EB-20-760	480-13-493-EB-18-691-EB-23-760.
Highly Skilled	530-15-680-EB-20-800	530-18-692-EB-23-807
Marine categories & skilled categories not covered by Scheme of Skilled scales.	425-8-465-EB-10-565	425-11-436-EB-13-566
	425-8-465-EB-10-535-EB-12-595.	425-11-436-EB-13-540-EB-15-600.

The modified scales in these cases also will come into effect on 1.8.77.

3. The pay in the modified new scales will be fixed with effect from 1.8.1977 in accordance with F.R. 22 (a) (ii) that is to say, the pay of an employee/worker in the new scale will be fixed on the stage equal to his pay in the old scale or, if there is no such stage/the stage next below that pay, the difference being treated as personal pay to be absorbed in future increments. In any situation where as a lower stage than the existing pay drawn by him, the pay will be fixed in

the new scale at the stage falling next above the pay being drawn by him at present, as a special case in relaxation of F.R. 22(a) (ii). However, this should not be cited as a precedent.

Yours faithfully,

sd/-

(S. N. KAKAR)

Dy. Secy. to the Govt. of India.

Copy forwarded to:

1. Ministry of Labour (Shri Hans Raj Chhabra, Deputy Secretary),
2. Finance Division,
3. P. F. Section.

**NATIONAL JOINT CONSULTATIVE COMMITTEE
FOR THE STEEL INDUSTRY**

MEMORANDUM OF AGREEMENT

Names of Parties

REPRESENTING EMPLOYERS

Steel Authority of India Limited, New Delhi.

1. Shri M. P. Wadhwan, (Chairman: Employers' Group)
2. Shri N. P. Dhusia, (Convenor-Member)
3. Shri N. K. Singh, (Member: Employers' Group)
*Tata Iron & Steel Company Limited, Jamshedpur.
Bhilai Steel Plant.*
4. Shri R. H. Mody, (Alternate: Shri B. N. Singh)
5. Shri S. R. Jain, (Alternate: Shri S. R. Ramakrishnan)
Rourkela Steel Plant.
6. Dr. N. S. Datar, (Alternate: Shri S. Pandey)
Bokaro Steel Plant.
7. Shri S. Samarpungavan, (Alternate: Shri U. K. Choubey)
Durgapur Steel Plant.
8. Shri N. K. Mitra, (Alternate: Shri A. K. Moitra)
Alloy Steel Plant.

9. Dr. G. Mukherjee, (Alternate: Shri H. Goswami)
Indian Iron & Steel Company Limited.
10. Shri D. R. Ahuja, (Alternate: Shri S. N. Das)
Visvesvaraya Iron and Steel Limited.
11. Shri Cecil Noronha, (Alternate: Shri A. Ravindra)

REPRESENTING WORKERS

INTUC.

1. Shri G. Ramanujam, (Alternate: Shri Thimma Gowda)
INTUC.

2. Shri S. L. Passey, (Alternate: Shri S. Haque)
INTUC.

3. Shri A. G. Mukherjee, (Alternate: Shri L. Ghatak)
INTUC, Jamshedpur.

4. Shri V. G. Gopal, (Alternate: Shri U. N. Prasad)
INTUC, Bokaro Steel City.

5. Shri B. Dube, (Alternate: Shri P. N. Tripathi)
INTUC, Bhilai Steel Plant

6. Shri C. L. Chandrakar, (Alternate: Shri R. C. Arya)
INTUC, IISCO, Burnpur.

7. Shri Gopeshwar, (Alternate: Shri K. C. Prasad)
AITUC.

8. Shri K. G. Srivastava. (Alternate: Shri Sambal Chakraborty)

9. Shri N. C. Dutta. (Alternate: Shri S. Dutta)

10. Shri Gaya Singh, (Alternate: Shri P. K. Sur)
HMS

11. Dr. Shanti Patel, (Alternate: Shri L. N. Sahay)

12. Shri Imamul Hai Khan, (Alternate: Shri S. K. Ray)

13. Shri S. C. C. Anthony Pillai, (Alternate: Shri S. C. Mohapatra)

HMS. Rourkela Steel Plant.

14. Shri R. K. Samantrai, (Alternate: Shri Jagdish Nag)
CITU

15. Dr. M. K. Pandhe, (Alternate: Shri C. S. Tiwari)

16. Shri T. N. Singh, (Alternate: Shri D. Bhattacharjee)

17. Shri K. D. Navaratnam, (Alternate: Shri S. K. Bisoi)

HSEU/DSP (CITU)

18. Shri A. K. Mukherjee, (Alternate: Shri Mrinal Banerjee)
HSEU/ASP (CITU)

19. Shri A. Dakshi, (Alternate: Shri S. K. N. Chaudhry)
VISLYA/Bhadravati

20. Shri S. N. Balkrishna, (Alternate: Shri H. Narasimhaiah)

Pran Nath, R. P. Sharma,
Secretariat of National Joint
Consultative Committee.

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 a Memorandum of Agreement in New Delhi on 27th October, 1970, covering the wage structure and other conditions of service for all categories of workers specified under clause I 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 problems of implementation of the Agreement, as also other 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. During the period of the Agreement industrial peace and progress was by and large maintained.

0.3 On the expiry of the 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 As from 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 and a clause (8.1) to this effect was incorporated in this Agreement. As per this clause, it was 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 As per clause 7.1.1 of this Agreement, the workers reserved the right to commence negotiations one year before the expiry of the Agreement (i.e. 31st August 1978). Accordingly, the Employees' Representatives submitted their charter of demands for revision of pay scales and other related issues.

0.6 The Committee started discussing these issues from July 1978. After detailed and protracted discussions and negotiations, the National Joint Consultative Committee has now arrived at an Agreement as hereunder:—

CHAPTER—I

1. SCOPE AND COVERAGE

1.1 The Agreement shall cover:

1.1.1 All categories of employees who were and are covered by terms of the Memorandum of Agreement reached by the Joint Negotiating Committee for the Steel Industry on 30th July, 1975.

1.1.2 All work-charged employees in the steel plants of SAIL.

CHAPTER—II

2. *Minimum wage, wage structure and Dearness allowance*

2.1 *Wages*

The wages of employees shall primarily consist of a basic wage and dearness allowance.

2.2 *Minimum Wage*

2.2.1 The revised minimum wage for lowest paid worker in all the steel plants as on 1st September, 1978, will be Rs. 505/-

per month made up as follows at Index 327 of the All India Average Consumer Price Index for Industrial Workers (Base 1960=100):

Basic wage/pay	..	Rs. 400.00
Fixed D.A.	..	Rs. 85.50
Adjustable D. A.	..	Rs. 19.50
		<hr/>
	Total:	Rs. 505.00
		<hr/>

2.2.2 The increase of Rs. 67.60 given to the lowest unskilled worker will be the minimum guaranteed benefit to all the other workers on the rolls on 1st September, 1978 in different scales of pay and will be added to the total emoluments as on 1st September, 1978.

2.3 *Wage Structure*

The revised wage structures as on 1st September, 1978, for different companies based on clauses 2.2.1 and 2.2.2 of this Agreement are given at Annexures A1, A2, A3 and A4.

2.4 *Dearness Allowance*

The rates of dearness allowance shall be revised every quarter according to the rise and fall in the All India Consumer Price Index for Industrial Workers (Base 1960=100) but in no case will be reduced below the figures now agreed to and specified in Annexures B1, B2, B3 and B4.

2.4.1 *Fixed Dearness Allowance*

The fixed dearness allowance under this Agreement is related to Index 312 (Base 1960=100) of the All India Consumer Price Index for Industrial Workers.

2.4.2 *Adjustable Dearness Allowance*

In addition to the basic wage and fixed dearness allowance, the employees shall also get an adjustable dearness allowance which will vary as specified in the following sub-clauses.

2.4.2.2 The adjustable 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 the average of the Consumer Price Indices for the preceding quarters November-January, February-April, May-July and August-October respectively.

2.4.2.3 The employees' representatives demanded that there should be full neutralisation in rise in cost of living. The managements' representatives did not agree to increase the rate beyond Rs. 1.30 per point as at present, as it has become a part of national policy and the steel industry would not be an exception. The workers' representatives did not agree to this and insisted that they would continue to press for full neutralisation. It is agreed that pending finalisation of this issue, the existing rate of increase or decrease in the quantum of adjustable DA for each point increase or decrease in the quarterly average of All India Consumer Price Index Number for Industrial Workers over the base price index 312 (base 1960=100) will continue.

2.4.2.4 In determining the average price indices, decimals below 0.5 will be ignored and decimals of 0.5 and above will be rounded off to the next higher integer. For example, if the average price index for the quarter comes to 336.5, it will be rounded off to 337 and if the average is 336.4, it will be taken as 336 only.

2.5 *Fitment in the revised grade of pay*

2.5.1 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. 67.60 as referred to in clause 2.2.2 of this Agreement and fitment equal to an increment in the respective revised grades as compared to the basic wage and dearness allowance together in the prerevised grades on 1st September, 1978.

2.5.2 In case, there is no such step in the revised grade after

giving the fitment benefit as mentioned in clause 2.5.1, all such employees will be fitted at the next higher step.

2.5.3 In respect of VISL, employees will be fitted at a step in the corresponding revised grade nearest to their own rate of pay in their existing grade, so that the minimum assured benefit received in the form of wage increase and dearness allowance together is not less than an amount equivalent to Rs. 67.60 as referred to in clause 2.2.2 of this Agreement as compared to the basic wage and dearness allowance together in the pre-revised grade as on 1st September, 1978. It is also agreed to further extend the existing parity in pay scales between VISL and SAIL.

2.5.4 A few illustrations of fitment in the revised grades for each Company are given in Annexures C1, C2, C3 and C4.

2.6 Date of Annual Increment

2.6.1 The anniversary date of increment of employees 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.

2.6.2 The present system of granting increments on the two dates during a year shall continue wherever, existing except as provided below:

Wherever employees getting two or more rates of pay in the existing grades, 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, if it falls due on 1st January/1st March will be 1st July/1st September and thereafter on completion of one year.

2.7 *Stagnation Increment*

Employees, who reach or are fitted at the maximum of the revised scale in the revised wage structure on 1.9.1978 or reach the maximum of their revised scale at any time during the operation of this agreement, will be allowed one stagnation increment equivalent to the last incremental rate in the revised scale two years from the date of their reaching the maximum of the revised scale, provided that they are otherwise eligible for such increments under the existing rules of the company, and these stagnation increments will not be granted if such employees got promoted or their scales are revised upward for any other reason provided that the second increment envisaged in this clause will be granted only if it falls during the operation of this agreement.

2.8 *Standardisation Committee*

2.8.1 There should be standardisation of scales of pay and nomenclature in the steel industry. In spite of the best of effort and having made certain advances towards that objective, it has not been possible to place the employees of different categories in all the steel plants in uniform pay scales and nomenclatures. Therefore, the Standardisation Committee will continue its work in this direction during the period of this agreement.

2.8.2 The National Joint Consultative Committee will supervise and ensure the working of the Standardisation Committee. The conclusions of the Standardisation Committee will be placed before the National Joint Consultative Committee and the decision of the latter thereon will be binding on the parties.

2.8.3 The terms of reference for the Standardisation Committee apart from recommendations for the standardisation of scales of pay and job nomenclature, will be standardisation of leave and medical benefits, pay scales of ministerial staff, staff of education department and medical department, standardisation of dearness allowance slabs, retirement age and such other matters as may be referred to by the National Joint Consultative Committee from time to time.

CHAPTER—III

3. *Housing, House Rent and House Rent Allowance*

3.1 *Housing Construction Programme*

3.1.1 Between 25,000 and 30,000 houses shall be constructed during the next four years.

3.1.2. The employers state that in case of TISCO considerable difficulty is being felt because the Company has not been able to obtain State Government's clearance for proceeding with its programme of construction of 5,000 houses for employees. This Committee hopes that clearance for the construction of houses will be granted immediately, thereby enabling them to construct the houses.

3.1.3 In VISL, 1,000 houses are already under construction and additional construction will be undertaken subject to availability of funds.

3.1.4 Wherever a scheme for giving house building loan to the employees to build their own houses does not exist, the same shall be evolved within a period of six months of signing the Agreement. Wherever there is a system of giving House Building Loan, the existing scheme including the limit will be liberalised within six months. This matter will be finalised at plant level in respect of VISL.

3.1.5 Existing facilities, such as free housing and lower rent for certain categories of employees or types of quarters shall continue subject to provision in clause 3.2 below:

3.2 *House Rent and House Rent Allowance*

3.2.1 Merely as a consequence of increase in basic wage there shall not be any change in the eligibility of the workmen for allotment of quarters nor there shall be an increase in the house rent or house rent allowance. The existing money tables/procedures for recovering house rent from, and payment of house rent allowance to the employees shall continue. Grant of allowance subject to a maximum of Rs. 85/- per month will be governed by the existing rules or the rules to be framed in this regard with effect from 1st June, 1979.

3.2.2 In the case of VISL, the matter will be discussed and finalised at the plant level.

3.2.3 The house rent will be shared among the allottees who are required to share such accommodation, in any company at present.

3.2.4 There shall be no change in the method of calculating special house rent as hitherto in steel plants of SAIL in respect of non-standard housing consisting of cheap type of accommodation, tubular structures, Nissan huts and barracks, which were built during the construction stage of the plants but which have now been provided with electricity and water supply.

3.2.5 The Steel Plants of erstwhile Hindustan Steel Limited will charge a flat rate as hitherto of only Rs. 5.00 per month from employees in occupation of housing prescribed in 3.2.4 above and in case of joint occupation the rent will be shared by the allottees. In respect of camps in Bhilai, where no rent is being charged for certain sheds, the practice will continue as hitherto in respect of these quarters.

CHAPTER—IV

4. Allowances

4.1 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/motorcycles.

4.2 Transport subsidy of Rs. 20/- per month to employees not utilising company's transport is discontinued.

4.3 In case where employees are using transport facilities provided by the SAIL plants, there will be no increase in the bus fare presently charged by the Company.

4.4 In VISL, the existing practice of re-imbusement of Bus Fare and Train Fare will continue.

4.5 Re-imbusement of local travelling expenses of not more than Rs. 75/- per month shall be made to such employees who are required to possess and maintain motorcycle/scooter

for the discharge of their duties and whose pre-revised basic pay is Rs. 550/- per month and above, subject to their fulfilling other rules/regulations prescribed in this regard. Such employees will not be entitled to get special allowance as per clause 4.6.

In VISL, the existing practice of re-imbursement will continue.

4.6 Employees not utilising company's transport shall get a special allowance of Rs. 20/- per month.

CHAPTER—V

5.1 *Retiring Gratuity—Computation of Amount*

5.1.1. Retiring Gratuity shall be calculated at the rate of half month's wage (i.e. basic pay plus DA) last drawn by the employees for every completed year of service.

5.1.2 For service beyond 30 years, gratuity shall be calculated at the rate of one month's wage (i.e. basic pay plus DA), last drawn by the employee for every completed year of service in excess of 30 years.

Provided that in respect of last year of service proportionate payment of gratuity will be made even if the full year is not completed.

CHAPTER—VI

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 now arrange facilities for plus-2 Classes under the 10+2 scheme in schools to be run by each plant. For plus-2 Classes the children of the employees drawing a basic pay of Rs. 750/- and below, would not be required to pay tuition fees, and for others tuition fees shall be charged not exceeding the fee prescribed for +2 Classes by the Government.

6.1.2 As regards the employees' children reading in non-company's schools upto Matriculation standard or equivalent and recognised by the respective Governments, the companies shall continue to reimburse the employees concerned the fees to the extent charged by the company in respect of those classes from the non-company employees or the fees charged by the schools where they are reading, whichever is lower.

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 NJCC from time to time.

6.1.4 Suitable scholarships and other incentives shall continue to be given to children of employees with a view to enable them to pursue higher studies. Improvements in this regard will be considered at plant level.

6.1.5 In respect of VISL, additional physical facilities like building, furniture etc. shall be provided in the existing schools. Other facilities now being provided including running of college and polytechnic at Bhadravati, chiefly for the benefit of workers' children shall continue.

6.2 *Development of Workers' Skill*

6.2.1 Suitable incentives and facilities will 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 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.

CHAPTER—VII

7. GENERAL

7.1 *Abolition of Contract Labour*

7.1.1 The Industry shall not employ labour through con-

tractors or engage contractors' labour on jobs of permanent and perennial nature.

7.1.2 Jobs of a permanent and perennial nature which are being done departmentally will continue to be done through regular employees.

7.1.3 Implementation of this clause and the progress made thereof will be reviewed by the NJCC every 3 months.

7.2 *NMR in SAIL Plants*

The workmen on NMR and/or those employed on consolidated salary in SAIL Plants will not be employed normally on jobs of a continuous and perennial nature, except in an emergency. When a person is so employed he will be paid the normal/equivalent rate of the job during the period of such employment.

7.3 *Life Cover Scheme*

7.3.1 The following Life Cover Scheme will continue:

"The Scheme shall cover all such employees of the units of Steel Authority of India Limited, the Tata Iron & Steel Company Limited and Indian Iron & Steel Company Limited and the Visvesvaraya Iron & Steel Limited as are the Members of the respective Provident Fund Trusts and are covered by the Memorandum of Agreement of Joint Negotiating Committee dated the 30th July, 1975.

In the event of death, on any account of any such Member, his nominee shall be paid a sum which together with the payment due to him under the Company's Gratuity Rules will be equal to 20 months' salary (basic plus dearness allowance) at the rates payable immediately before the date of death of the member. Provided that the amount to be paid in addition to the normal gratuity shall not in any event be less than Rs. 11,000/-.

The above scheme will be in lieu of the Employees' Deposit Linked Insurance Scheme".

7.3.2 The above scheme shall now be extended with effect from 1st September 1978 to employees who cease to be in

employment on account of permanent total disablement due to any reason whatsoever.

7.4 Medical Facilities

7.4.1 The recommendations of Standardisation Committee will be considered and proper steps will be taken within six months for implementation.

7.4.2 After the retirement, an employee and his/her spouse shall hereafter 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.

7.4.3 The present limit of advance of Rs. 500/- to an employee for medical treatment will be raised to Rs. 1,000/-. Whatever such facility does not exist this will be extended.

7.4.4 Arrangements will be made for treatment of deadly diseases like Cancer, T.B., Cardiac, Leprosy and other occupational diseases.

7.4.5 In VISL any improvement required will be discussed at plant level.

7.5 Joint Administration of Unpaid Wages

7.5.1 The unclaimed/unpaid wages of employees, who have died or left the services of the company, shall be credited by the employers to a separate Public Trust, in each plant and amount so provided to the Fund, shall be used for the objectives laid down in the Trust. It is noted that TISCO has already a Public Trust.

7.6 Community Development and Bustee Improvement

7.6.1 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, it is agreed that wherever such communities are located in the company area, every effort will be made to

improve facilities such as providing roads, electricity, drinking water, sanitary provisions and public telephone booths for which some funds will be set aside exclusively every year.

7.7 Final Settlement on Retirement/Death

The final settlement of all dues in case of retirement/resignation/death etc. shall be made within a period not exceeding 10 days after completion of all the formalities.

7.8 Steel Workers Relief and Rehabilitation Trust

The Steel Workers Relief and Rehabilitation Trust will be set-up within six months for the rehabilitation of Workers and their dependants in case of accident and other calamities involving loss of life or injury. The objectives of the Trust are given below:

- (a) Relief in areas of distress.
- (b) Specialist medical attention to speed up rehabilitation including the setting up of a composite rehabilitation centre or centres.
- (c) Specialist retraining for the handicapped.
- (d) Long term aid for the education and maintenance of children and dependants of victims of accidents and calamities.
- (e) Running of sanatorium/holiday homes for employees and their families; and
- (f) Any other object to subserve the interest of the employees.

7.9 Essential Commodities

Every effort will 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. Facilities such as provision of working capital, free transport, accommodation, electricity and other

subsidies to co-operatives and other distribution agencies will be ensured.

7.10 Safety and Occupational Diseases

7.10.1 The management will maintain safe and healthy working conditions in the Works. The Safety Committees shall intensify their efforts for prevention of accidents and elimination of unsafe working conditions and practices.

7.10.2 The management and the union shall ensure adequate supply and proper use of safety appliances. The management also agrees to undertake necessary educational, preventive and diagnostic measures to eliminate the causes of occupational diseases.

7.11 Anti-Pollution Measures

The industry shall take positive measures to control environmental pollution inside and outside the plant and shall take such effective 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 NJCC shall discuss and provide guidelines for the measures to be taken in this regard.

7.12 Leave Benefits

7.12.1 In principle standardisation of leave is accepted and this matter will continue to be examined and processed in the Standardisation Committee.

7.12.2 With effect from 1st January, 1979, the additional leave of 10 days will be given to those employees who get at the rate of one day earned leave for 20 working days per year. Details of the distribution of this additional leave will be sorted out at the plant level within three months as per existing negotiating practices. The additional leave of 10 days should not warrant increase in manpower. This will be subject to the condition that the additional leave will be set off against any type of additional annual leave that may become due by virtue of any law which may be enacted in future.

7.12.3 This is without prejudice to the claims of the parties before any court, conciliation machinery and bipartite negotiations regarding the uniformity and related matters of leave facilities amongst the plant workers.

7.12.4 Accumulation of earned leave and half-pay leave will be enhanced to 70 days and 90 days respectively in SAIL Plants. Regarding TISCO, this matter will be discussed and settled at the plant level.

7.12.5 In VISL it is agreed that the present leave entitlement of CM rated workers will be suitably increased, the details of which will be discussed and decided at plant level.

7.13 *Leave Travel Facilities*

For availing Leave Travel Facilities, minimum number of days of leave to be taken by employees shall hereafter be 7 days of leave.

7.14 *Employment:*

Employment would be provided to one dependent of workers disabled permanently and those who meet with death. Preference in employment will be given to the dependents of retiring employees but in case of TISCO, it would be subject to their standing orders.

7.15 *Protection of Existing Benefits*

7.15.1 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.

7.15.2 Similarly, the employers shall not be required to make higher payment in respect of:

- (a) Travelling Allowance rules;
- (b) Leave Travel Concession rules;
- (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.

7.15.3 There will be no change in the categories of employees eligible for different types of quarters, merely because of an increase in the basic wage, as a result of this Agreement.

7.15.4 Wherever House Rent Allowance and City Compensatory Allowance are being paid to the employees as a percentage of basic pay, the present practice will continue. Where there is no settlement, the matter will be discussed further.

CHAPTER—VIII

IMPLEMENTATION OF THE AGREEMENT

8.1 Implementation of the Agreement

This Agreement including the wage structure, shall come into effect from 1st September, 1978 and shall continue to be in operation for a period of four years except that the clauses pertaining to house rent allowance, reimbursement of local travelling expenses, liberalised education and medical facilities granted in this Agreement revised LTC, leave stipulation, will be effective from 1st June, 1979. The workers, however, reserve the right to commence negotiations one year before the date of expiry of this Agreement.

There will be no retrospective payment or recovery on any other account whatsoever

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 Agreement. If any difficulty in implementation of this Agreement is experienced, the same will also be taken up by this Committee.

8.2 *Productivity and Industrial Peace*

Managements' and Employees' Representatives agree that:

8.2.1 Industrial peace and harmony will be maintained and every effort will be made to increase productivity. Steps taken in this regard will be reviewed periodically by the National Joint Consultative Committee for the Steel Industry.

8.2.2 The terms of this Agreement will be implemented faithfully and in a spirit of goodwill by the management and employees.

8.2.3 During the operation of this Agreement, no demand will be made or dispute raised in respect of matters settled by this Memorandum of Agreement.

8.2.4 All issues affecting the employees shall be discussed mutually between Management's and Employees' Representatives in an atmosphere of mutual co-operation.

8.2.5 The present practice of discussing production targets with workers will continue and the workers representatives assure that they will give all cooperation to ensure fulfilment of targets of production. 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.

ACKNOWLEDGEMENT

9.1 The National Joint Consultative Committee for the Steel Industry having concluded the 3rd National Wage Settlement for the Steel Industry, notes with satisfaction that in its functioning since 1970, it has come a long way in realising the hopes which were expressed in the Agreement of 27th October, 1970 that this novel experiment of continued working of this Committee for the Steel Industry as an autonomous bipartite body at the National level would open a new chapter in the industrial life and in the field of labour and management relations. The conclusions of the 3rd National Wage Agreement by this Committee have demonstrated its strength in working

together in a spirit of joint endeavour and cordiality for the interests of the workers and the steel industry.

9.2 The Committee is thankful to Shri Biju Patnaik, Minister for Steel & Mines who gave his personal guidance in deciding many important items enabling signing of this Agreement.

9.3 The Committee is also grateful to Shri Mantosh Sondhi, Secretary, Ministry of Steel & Mines and Dr. P. L. Agrawal, Chairman, Steel Authority of India Limited for the keen interest they have taken in the working of this Committee.

9.4 The Committee expresses its sense of gratitude to all those persons who helped in discharging its functions particularly to the staff of the Secretariat who have had to work under strenuous conditions round the clock on many occasions.

9.5 The Committee is indebted to Late Shri Mohan Kumaramangalam for giving new dimensions in 1971 to the working of this Committee.

9.6 After functioning for about 9 years, discussing multifarious issues ranging from wages, conditions of working to social benefits, association of workers in management, production targets, safety, health, productivity and several other matters, unique feature of the Committee has been the cordial relations and understanding between the members of the Committee so as to reach satisfactory conclusions. It is hoped that in the newer context of industrial growth and developments in this country this novel experiment of bipartite negotiations at the National level will continue to play a significant role and will open up new horizons of industrial relations leading to peace and harmony in industrial life of the steel industry.



**MEMORANDUM OF AGREEMENT
REVISED WAGE STRUCTURE**

Steel Authority of India Limited

(with effect from 1st September, 1978)

Code No.	Existing Scale of Pay (Rs. per month)	Code No.	Revised Scale of Pay (Rs. per month)
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A. Works Grades

P1	300-6-348	S1	400-8-488
P2	310-7-352-8-400	S2	410-9-473-10-543
P3	330-9-420-10-400	S3	430-12-514-13-605
P4	355-11-487	S4	455-14-553-15-658
P5	390-15-570	S5	490-20-630-21-777
P6	430 20-670	S6	530-26-894
P7	490-21-595-24-763	S7	590-27-779-30-989
P8	550-28-718-32-910	S8	650-33-881-37-1140
P9	650-35-1000	S9	750-40-990-42-1158

B. Ministerial Grades

01	340-15-445-20-625	M1	440-20-580-26-814
02	440-20-600-24-792	M2	540-26-748-30-988
03	550-28-718-32-910	M3	650-33-881-37-1140
			(Same as S8)
04	550-35-935	M4	650-40-890-42-1142

ANNEXURE B—I

MEMORANDUM OF AGREEMENT FIXED DEARNESS ALLOWANCE

Steel Authority of India Limited

(With effect from 1st September, 1978)

The Fixed Dearness Allowance corresponding to the All India Consumer Price Index 312 (base 1960=100) for different pay ranges will be as follows:

(Vide clause 2.4 of the Agreement)

Basic Pay Range (Rs./month)	Fixed Dearness Allowance (Rs./month)
Upto 469	85.50
470 to 619	90.50
620 to 719	95.50
720 & above	100.50

MEMORANDUM OF AGREEMENT
STEEL AUTHORITY OF INDIA LIMITED

FITMENT ILLUSTRATIONS

(Vide Clause 2.5.4)

Existing Grade (Rs. P.M.)			Revised Grade			Difference in Total (Rs. P.M.)	
Basic	Dearness Allowance	Total	Basic	Dearness Allowance	Total		
300-6-348 (P 1)			400-8-488 (S 1)				
300	137.40	437.40	408	105	513	75.60	
318	137.40	455.40	432	105	537	81.60	
348	137.40	485.40	456	105	561	75.60	
330-9-420-10-440 (P 3)			430-12-514-13-605 (S 3)				
330	137.40	467.40	442	105	547	79.60	
384	142.40	526.40	502	110	612	85.60	
440	142.40	582.40	553	110	663	80.60	
390-15-570 (P 5)			490-20-630-21-777 (S 5)				
390	142.40	532.40	510	110	620	87.60	
480	142.40	622.40	610	110	720	97.60	
570	147.40	717.40	693	115	808	90.60	
550-28-718-32-910 (P 8)			650-33-881-37-1140 (S 8)				
550	147.40	697.40	683	115	798	100.60	
718	152.40	870.40	881	120	1001	130.60	
910	152.40	1062.40	1066	120	1186	123.60	

MEMORANDUM OF AGREEMENT
 THE TATA IRON AND STEEL COMPANY LIMITED, JAMSHEDPUR

REVISED WAGE STRUCTURE
 (With effect from 1st September, 1978)

CONVERTED MONTHLY GRADES
 (N Series Grades)

Statement-I

<i>EXISTING</i>		<i>REVISED</i>	
<i>Grade No.</i>	<i>Grade (Rs.)</i>	<i>Grade No.</i>	<i>Grade (Rs.)</i>
N-1	300-6-348	DS-1	400-8-488
N-2	315-6-339-7-367	DS-2	425-10-525
N-3	325-7-353-8-385	DS-3	435-12-555
N-4	335-8-367-9-403	DS-4	445-13-510-14-580
N-5	345-9-381-10-421		

N-6	355-10-395-11-439	DS-5	455-14-525-16-605
N-7	375-11-419-12-467	DS-6	475-16-555-18-645
N-8	395-12-443-13-495	DS-7	495-18-585-20-685
N-9	420-13-472-14-528	DS-8	540-20-640-22-750
N-10	440-14-496-15-556		
N-11	460-15-580	DS-9	560-22-670-24-790
N-12	485-16-613	DS-10	585-24-705-26-835
N-13	510-18-654	DS-11	610-26-740-28-880
N-14	540-19-692	DS-12	640-28-780-30-930
N-15	575-21-743	DS-13	675-30-825-32-985
N-16	610-22-698-24-794	DS-14	710-32-870-34-1040
N-17	670-25-770-27-878	DS-15	770-34-906-36-1122
N-18	735-30-825-35-1000	DS-16	835-40-1035-42-1161

MEMORANDUM OF AGREEMENT
THE TATA IRON AND STEEL COMPANY LIMITED, JAMSHEDPUR
REVISED WAGE STRUCTURE

(With effect from 1st September, 1978)
MONTHLY GRADES
(MN Series Grades)

Statement-2

174

<i>EXISTING</i>		<i>REVISED</i>	
<i>Grade No.</i>	<i>Grade (Rs.)</i>	<i>Grade No.</i>	<i>Grade (Rs.)</i>
MN-1	300-6-348	MS-1	400-8-488
MN-2	315-7-371	MS-2	425-10-525
MN-3	335-8-367-9-403	MS-3	435-12-555
MN-4	345-10-375-11-430	MS-4	445-15-595
MN-5	360-10-390-11-445	MS-5	460-15-610
MN-6	370-15-475-20-555	MS-6	470-22-602-28-742

MN-7	390-15-510	MS-7	490-22-600-24-720
MN-8	410-15-485-20-625	MS-8	510-22-642-28-810
MNE-8	410-15-485-20-505-EB-20-625	MSE-8	510-22-642-EB-670-28-810
MN-9	420-15-480-20-560	MS-9	520-22-608-28-776
MN-10	430-15-460-20-640	MS-10	530-22-574-28-826
MN-11	445-15-475-20-595	MS-11	545-22-677-28-789
MN-12	460-20-580-25-655	MS-12	560-28-756-33-855
MN-13	480-20-560-25-710	MS-13	580-28-748-33-880
MN-14	480-20-520-25-670-30-760	MS-14	580-28-636-33-834-38-948
MN-15	500-20-660	MS-15	600-28-740-30-890
MN-16	500-20-600-25-675-30-765	MS-16	600-28-740-33-839-38-953
MN-17	500-25-700	MS-17	625-33-790-34-960
MN-18	525-25-725		
MN-19	540-25-615-30-885	MS-18	640-33-772-38-1076

MEMORANDUM OF AGREEMENT
THE TATA IRON AND STEEL COMPANY LIMITED, JAMSHEDPUR

REVISED WAGE STRUCTURE
 (With effect from 1st September, 1978)

Monthly Grades
MINISTERIAL

Statement-4

	EXISTING		REVISED	
	<i>Grade No.</i>	<i>Grade (Rs.)</i>	<i>Grade No.</i>	<i>Grade (Rs.)</i>
Assistant, Assistant (Law)	MSN-1	340-15-430-20-550-25-625	SMN-1	440-22-616-28-728-33-827
Assistant-cum-Typist				
Punching M/c Optr.				
Stores-cum-Accounts Assistant				
Timekeeper (outside Works)				
Typist				
Comptometer Operator*				
Machine Operator *				
Paymaster**				

Stenographer**
Stenographer (Hindi)**
Wireless Operator**

Assistant, C.F.O. W/B. MSN-2 370-15-460-20-580-25-655 SMN-2 470-22-646-28-758-33-857
Timekeeper (Works)
Typist, C.F.O.

Assistant (Excise) MSN-3 460-20-540-25-690 SMN-3 560-28-700-33-865
Cash Collector
Employees Service Assistant
Enquiry Assistant
Garden Assistant
Incharge (Statistical)
Incharge, Enquiry (Medical)
Input Output Control Operator
Operator-cum-Typist
Sr. Key Punch Operator
Senior Wireless Operator
Teleprinter Operator

* will start at Rs. 484
** will start at Rs. 572

	<i>EXISTING</i>		<i>REVISED</i>	
	<i>Grade No.</i>	<i>Grade (Rs.)</i>	<i>Grade No.</i>	<i>Grade (Rs.)</i>
Accounts Assistant	MSN-4	500-25-625-30-805	SMN-4	600-33-765-38-993
Allotment Assistant				
Head Timekeeper				
Incharge (Typing) CE&DD/ Accounts				
Labour Assistant				
Paymaster (Senior)				
Records Assistant				
Senior Stenographer				
Shift Incharge, CFO, W/B.				
Telex-cum-Teleprinter Optr.				
Assistant Accountant	MSN-5	610-25-635-30-815-35-990	SMN-5	710-33-743-38-971-42-1139
Assistant Section Officer				
Cashier, Inspection Assistant				
Senior Records Assistant				
Senior Telex-cum-Teleprinter Optr.				
Supervisor, CFO, W/B				

THE TATA IRON AND STEEL COMPANY LIMITED.
JAMSHEDPUR

Revised rates of Dearness Allowance vide clause 2.4 of the Memorandum of Agreement with effect from 1st September, 1978

<i>REVISED BASIC WAGE</i>		<i>REVISED RATE OF DEARNESS ALLOWANCE (Fixed) Rs. per month</i>
<i>Over Rs. per month</i>	<i>Upto Rs. per month</i>	
—	421	85.50
421	430	89.50
430	445	93.50
445	465	96.50
465	490	98.50
490	515	100.50
515	540	104.50
540	565	111.50
565	590	114.50
590	640	120.50
640	690	127.50
690	740	131.50
740	790	135.50
790	840	139.50
840	890	145.50
890	940	153.50
940	—	159.50

MEMORANDUM OF AGREEMENT
THE TATA IRON AND STEEL COMPANY LIMITED.
JAMSHEDPUR

FITMENT ILLUSTRATIONS

(Vide Clause 2.5.4)

<i>Existing Grade</i> (Rs. P.M.)			<i>Revised Grade</i> (Rs. P.M.)			<i>Difference in Total (Rs. P.M.)</i>
<i>Basic</i>	<i>DA</i>	<i>Total</i>	<i>Basic</i>	<i>DA</i>	<i>Total</i>	
<u>300-6-348 (N 1)</u>			<u>400-8-488 (DS 1)</u>			
300	137.40	437.40	408	105	513	75.60
312	137.40	449.00	424	109	533	83.60
348	148.40	496.40	456	116	572	75.60
<u>375-11-419-12-467 (N 7)</u>			<u>475-16-555-18-645 (DS 6)</u>			
375	150.40	525.40	491	120	611	85.60
419	156.40	575.40	539	124	663	87.60
467	166.40	633.40	591	140	731	97.60
<u>390-15-519 (MN-7)</u>			<u>490-22-600-24-720 (MS-7)</u>			
390	150.40	540.40	512	120	632	91.60
435	156.40	591.40	556	131	687	95.60
510	172.40	682.40	648	147	795	112.60
<u>340-15-430-20-550-25-625 (MSN 1)</u>			<u>440-22-616-28-728-33-828 (SMN 1)</u>			
340	145.40	485.40	462	116	578	92.60
550	179.40	729.40	700	151	851	121.60
625	183.40	808.40	761	155	916	107.60

MEMORANDUM OF AGREEMENT
 THE INDIAN IRON & STEEL CO. LTD
 BURNPUR
 REVISED WAGE STRUCTURE W.E.F. 1.9.78

<i>EXISTING</i>		<i>REVISED</i>	
<i>Code No.</i>	<i>Scale of pay Rs. (per month)</i>	<i>Code No.</i>	<i>Scale of pay Rs. (per month)</i>
J-1	300-6-348	B-1	400-8-488
J-2	308-7-378	B-2	408-9-516
J-3	316-7-351-8-391	B-3	416-10-496-11-540
J-4	325-8-365-9-410	B-4	425-11-524-12-560
J-5	334-9-424	B-5	434-12-554-13-580
J-6	343-9-388-10-438	B-6	444-13-600
J-7	352-11-462	B-7	454-14-622
J-8	362-11-417-12-477	B-8	464-15-629-16-645
J-9	372-12-492	B-9	474-16-602-17-670

J-10	382-12-442-13-507	B-10	485-17-587-18-695
J-11	394-13-459-14-529	B-11	498-18-606-19-720
J-12	406-14-546	B-12	510-19-605-20-745
J-13	421-14-491-15-566	B-13	525-20-665-21-770
J-14	435-15-510-16-590	B-14	540-21-729-22-795
J-15	460-16-620	B-15	565-23-749-24-845
J-16	490-18-670	B-16	595-25-770-26-900
J-17	352-11-462-12-486	S-1	456-15-531-16-675
J-18	397-13-462-14-560	S-2	500-18-680-20-760
J-19	435-15-510-16-622	S-3	540-20-620-22-840
J-20	485-18-593-20-713	S-4	590-24-758-25-933
J-21	550-18-586-20-666-25-816	S-5	656-26-968-32-1032
J-22	635-20-695-25-920	S-6	740-32-1124
J-23	635-30-965-35-1000	S-7	750-40-990-42-1158

MINISTERIAL GRADES

M-1	352-11-418-14-488-16-568	C-1	456-15-591-20-711-22-777
M-2	430-16-542-18-668	C-2	540-22-628-24-868
M-3	530-18-602-20-682-25-782	C-3	640-24-712-26-790-32-982
M-4	610-20-710-25-860-30-890	C-4	710-32-1030-42-1114

MEMORANDUM OF AGREEMENT

INDIAN IRON & STEEL COMPANY LIMITED
BURNPUR WORKS

The fixed Dearness Allowance with respect to All India Consumer Price Index 312 (Base 1960-100) for different Revised Basic Pay Ranges as on 1st September, 1978 will be as follows :

(Vide Clause 2.4 of the Agreement)

<i>Revised Basic Pay Ranges</i> <i>(Rs./month)</i>	<i>Fixed Dearness Allowance</i> <i>(Rs./month)</i>
Upto 429	85.50
430-474	91.50
475-539	96.50
540-614	101.50
615 & Above	106.50

MEMORANDUM OF AGREEMENT
INDIAN IRON AND STEEL COMPANY LIMITED—BURNPUR WORKS
(Fitment Illustrations)
(Vide clause 2.5.4)

<i>Existing.</i>			<i>Revised</i>			
<i>Grade No.</i>	<i>Scale of Pay</i>		<i>Grade No.</i>	<i>Scale of Pay</i>		
J-1	300-6-348		B-1	400-8-488		
Basic (Rs)	DA (Rs)	Total (Rs)	Basic (Rs)	DA (Rs)	Total (Rs)	Difference (Rs)
300	137.40	437.40	408	105	513	75.60
312	137.40	449.40	424	105	529	79.60
336	143.40	479.40	448	111	559	79.60
J-9	372-12-492		B-9	474-16-602-17-670		
372	143.40	515.40	490	116	606	90.60
384	148.40	532.40	506	116	622	89.60
396	148.40	544.40	522	116	638	93.60
J-22	635-20-695-25-920		S-6	740-32-1124		
635	158.40	793.40	772	126	898	104.60
655	158.40	813.40	804	126	930	116.60
675	158.40	833.40	836	126	962	128.60
695	158.40	853.40	836	126	962	108.60

MEMORANDUM OF AGREEMENT

REVISED WAGE STRUCTURE

VISVESVARAYA IRON AND STEEL LIMITED, BHADRAVATI

(with effect from 1st September, 1978)

CONVERTED MONTHLY CADRE

<i>Sl. No.</i>	<i>Designation</i>	<i>Existing Scale of Pay (Rs. per month)</i>	<i>Revised scale of Pay (Rs. per month)</i>
1.	I Grade	375-12-495	530-26-842
2.	II Grade	355-11-465	490-20-630-21-735
3.	III Grade	340-10-440	455-14-553-15-628
4.	IV Grade	330-9-420	430-12-514-13-579
5.	V Grade	310-7-352-8-384	410-9-473-10-533
6.	VI Grade	300-6-348	400-8-488

MONTHLY CADRE

<i>Sl. No.</i>	<i>Code</i>	<i>Existing Scale of Pay (Rs. per month)</i>	<i>Revised Scale of Pay (Rs. per month)</i>
1.	M1	485-25-610-30-760	700-40-1100
2.	M2	445-20-645-30-705	650-33-881-37-1029
3	M3	415-18-487-22-575-25-675	650-33-881-37-1029
4.	M4	365-12-425-16-473-20-573	530-20-590-27-779-30-899
5.	M5	345-12-393-16-457-20-597 (Stenographers will get Rs. 20/- allowance)	480-20-540-26-748-30-898
6.	M6	325-10-375-12-459	455-14-553-15-628
7.	M7	320-8-352-12-412-16-476	440-20-580-22-736
8.	M8	320-8-360-10-410	430-12-514-13-579
9.	M9	310-7-352-8-384	410-9-473-10-533
10.	M10	300-6-348	400-8-488

THE BANK SETTLEMENT

Memorandum of Settlement dated the 1st August 1979, between the Managements of 49 '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 :

49 'A' Class Banks listed in the 1st Schedule to this Memorandum of Settlement.

And

Their workmen.

Representing the Employers :

- | | |
|--------------------------|---------------------------|
| 1. Shri P. F. Gutta | 8. Shri K. Manmohan Sheno |
| 3. Shri R. C. Shah | 9. Shri R. K. Ghotgalkar |
| 2. Shri P. C. D. Nambiar | 10. Shri L. B. Bhide |
| 4. Shri N. N. Pai | 11. Shri M. Ram Mohan Rao |
| 5. Shri N. Vaghul | 12. Shri B. D. Upasani |
| 6. Shri K. Venkatachari | 13. Shri N. S. Pradhan |
| 7. Shri K. Ruknuddin | 14. Shri C. Vijay |

Duly authorised on behalf of the Indians Banks' Association.

Representing the workmen :

- | | |
|----------------------|--------------------------|
| 1. Shri D. P. Chadha | 3. Shri P. S. Sundaresan |
| 2. Shri K. K. Mundal | 4. Shri P. L. Syal |

- | | |
|---------------------------------|------------------------|
| 5. Shri Prabhat Kar | 9. Shri Rajinder Sayal |
| 6. Shri Tarakeshwar Chakravorty | 10. Shri P. N. Tewari |
| 7. Shri N. Sampath | 11. Shri R. D. Trivedi |
| 8. Shri N. S. Puro | 12. Shri T. K. V. Nair |

All India Bank Employees' Association.

- | | |
|-----------------------------|------------------------------|
| 1. Shri O. P. Gupta | 7. Shri P. Lakshmi Narasaiah |
| 2. Shri C. L. Rajaratnam | 8. Shri G. M. V. Nayak |
| 3. Shri N. C. Choudhury | 9. Shri Ashok Singh |
| 4. Shri M. Rajagopal | 10. Shri Sudhir Das Sarma |
| 5. Shri C. Coutto | 11. Shri V. R. Kamath |
| 6. Shri P. Balagopala Menon | 12. Shri R. Sivagyanam |

National Confederation of Bank Employees.

SHORT RECITAL OF THE CASE

(i) Whereas the forty-nine 'A' Class Bank listed in the 1st Schedule to this Memorandum of Settlement and hereinafter referred to as the said Banks are all members of the Indian Banks' Association.

(ii) On an independent ascertainment made by the Indian Banks' Association it is found that the All India Bank Employees' Association (hereinafter referred to as 'the said AIBEA') and to the National Confederation of Bank Employees (hereinafter referred to as the 'the said NCBE') represent the overwhelming majority of the workmen employed by the said Banks.

(iii) The service conditions of the workmen in Banks other than (a) State Bank of India, (b) Indian Overseas Bank, (c) State Bank of Saurashtra are at present governed by the provisions of the Award of the All-India Industrial Tribunal presided over by Justice Shri P. Sastry in Reference No. 1 of 1952 as finally modified and enacted by the Industrial Disputes (Banking Companies) Decision Act, 1955; the Industrial Disputes (Banking Companies) Decision Amendment Act, 1957 hereinafter referred to as the Sastry Award and the provisions of the Award of the National Industrial Tribunal presided over by Justice Shri K. T. Desai in Reference No. 1 of 1960 which

Award hereinafter referred to as the Desai Award inter alia modified certain provisions of the Sastry Award and as further modified by Memorandum of Settlement dated 19th October 1966, entered into between the Indian Banks' Association and the then Bombay Exchange Banks' Association representing employers and the All India Bank Employees' Association and the All India Bank Employees' Federation representing workmen, and the Memoranda of Settlement dated 12th October 1970, 23rd July 1971 and 8th November 1973 entered into between the Indian Banks' Association and the AIBEA.

(iv) In case of State Bank of India apart from the two Awards as statutorily modified and referred to in sub para (iii) above the service conditions of the workmen are also governed by Settlements dated the 31st March 1967, 24th February 1970 and 15th September 1970 entered into between the State Bank of India and the All India State Bank of India Staff Federation representing their workmen.

(v) In case of Indian Overseas Bank apart from the said two awards as statutorily modified and referred to in sub para (iii) above the service conditions of the workmen are also governed by Settlements dated 14th December 1966, 17th December 1970, 29th July 1972 and 23rd March 1973 entered into between the Indian Overseas Bank and the All India Overseas Bank Employees' Union representing their workmen.

(vi) In case of State Bank of Saurashtra apart from the said two awards as statutorily modified and referred to in sub para (iii) above the service conditions of the workmen are also governed by Settlement dated 11th November 1966 entered into between the State Bank of Saurashtra and the All India State Bank of India Staff Federation representing their workmen.

(vii) In case of Bank of Baroda apart from the Awards and Settlements listed in sub para (iii) above the service conditions of the workmen are also to be found in two other settlements dated 23rd December 1966 and 19th December 1970 entered into between the Bank of Baroda and the All India Bank of Baroda Employees' Federation representing their workmen.

(viii) The Charter of Demands submitted by the organisa-

tions on behalf of the workmen were admitted in Conciliation but Conciliation proceedings ended in a failure.

(ix) The parties, however, held bilateral negotiations and have arrived at a Settlement in respect of scales of pay, Dearness Allowance, City Compensatory Allowance, House Rent Allowance, Special Allowances, Medical Aid, Provident Fund and have further agreed on the modalities of resolving the other demands not settled under this Memorandum of Settlement as also the issues raised on behalf of the said Banks by the Indian Banks' Association.

(x) The parties have agreed to hold immediate negotiations for the resolution of the other demands of the workmen not settled under this Memorandum of Settlement and the issues raised by the said Banks.

(xi) The parties are desirous of recording what has been agreed under this Memorandum of Settlement and filing this Settlement with the appropriate authorities as required by Rule 58 of the Industrial Disputes (Central) Rules so that the terms hereof shall be binding on the parties to this Settlement.

NOW IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as under:

TERMS OF SETTLEMENT

1. In respect of the 49 Banks listed in Schedule I to this Memorandum of Settlement except State Bank of India, Indian Overseas Bank, State Bank of Saurashtra and Bank of Baroda, it is agreed that the provisions of the Sastry Award and of the Desai Award as modified by the Memoranda of Settlements dated 19th October 1966, 12th October 1970, 23rd July 1971 and 8th November 1973 referred to above shall govern the service conditions except to the extent that the same are modified by this Settlement.

2. In respect of the State Bank of India it is agreed that the provisions of the Sastry Award and of the Desai Award as modified by the Memoranda of Settlements dated 31st March 1967, 24th February 1970 and 15th September 1970 referred to above shall govern the service conditions of the workmen except to the extent that the same are modified by this Settlement.

3. In respect of Bank of Baroda it is agreed that the provisions of the Sastry Award and of the Desai Award as further modified by Settlements dated 23rd December 1966 and 19th December 1970 referred to above shall govern the service conditions of the workmen except to the extent that the same are modified by this Settlement.

4. In respect of State Bank of Saurashtra it is agreed that the provisions of the Sastry Award and of the Desai Award as further modified by the Settlement dated 11th November 1966 referred to above shall govern the service conditions of the workmen except to the extent that the same are modified by this Settlement.

5. In respect of the Indian Overseas Bank it is agreed that the provisions of the Sastry Award and of the Desai Award as further modified by the Memoranda of Settlements dated 14th December 1966, 17th December 1970, 29th July 1972 and 23rd March 1973 referred to above shall govern the service conditions of the workmen except to the extent that the same are modified by this Settlement.

6. In respect of the following conditions of service the existing terms will be substituted by the under mentioned revised terms with effect from 1st September 1978:

I. Scales of Pay

(i) Sub-Staff:

Rs. 245-7-280-10-330-12-390-15-435-20-455.

(ii) Clerical Staff:

Rs. 325-20-405-25-455-30-545-35-580-40-660-45-750-50-800-60-1040.

Notes:

1. Fitment in the new scales of pay shall be on the stage to stage basis.

2. There shall be no change in the dates of annual increments because of the fitment.

II. Dearness Allowance

(i) Sub-Staff:

2% of "pay" for every rise of 4 points over 200 in the quarterly average of the All India Average Working Class Consumer Price Index (General) Base 1960=100.

(ii) Clerical Staff:

1.5% of "pay" for every rise of 4 points over 200 in the quarterly average of the All India Average Working Class Consumer Price Index (General) Base 1960=100 subject to a maximum of Rs. 15/- for each such rise of 4 points.

In respect of a workman in the service of the said Banks on or after the 1st September 1978 and whose basic pay after fitment in the new scale of pay exceeds Rs. 1000/- p.m. on or before the date of this settlement a non-adjustable personal allowance, equal to the difference between the Dearness Allowance calculated as above and the Dearness Allowance payable at the rate of 1.5% of such pay at CPI (1960=100) 332 without applying the ceiling of Rs. 15/- shall be paid to him as from the date on which his basic pay exceeds Rs. 1000/- p.m. This personal allowance shall rank for such benefits as Dearness allowance shall rank.

Any other workman whose pay after the date of this Settlement exceeds Rs. 1000/- p.m. shall not be entitled to the personal allowance referred to above.

III. City Compensatory Allowance

City Compensatory Allowance shall be paid at the same places as at present but at the following rates:

(i) Sub-Staff

7% of basic pay minimum Rs. 20/- p.m.; maximum Rs. 30/- p.m.

(ii) Clerical Staff

9% of basic pay minimum Rs. 30/- p.m.; maximum Rs. 90/- p.m.

IV. House Rent Allowance—Clerical and Subordinate Staff

(i) At special places, ie, Bombay, Delhi Calcutta and Madras $7\frac{1}{2}\%$ of pay maximum Rs. 85/- p.m.

(ii) At semi-special places i.e., Ahmedabad, Bangalore, Hyderabad and Kanpur 7% of pay maximum Rs. 78/- p.m.

(iii) At places with population of 2 lacs and over excluding those at (i) and (ii) above and including State Capitals and Capitals of Union Territories 6% of pay maximum Rs. 68/- p.m.

(iv) At places with population of 10,000 and over but below 2 lacs 4% of pay maximum Rs. 48/-.

Provided that no House Rent Allowance will be payable where Goa Allowance is paid.

“Pay” for the purpose of calculating House Rent Allowance shall mean basic pay plus special allowance, if any, and officiating allowance, if any, except that in the case of the Clerical Staff the special allowance to be taken into account shall only be 63.5% thereof.

V. Special Allowances

Without prejudice to the IBA's issue in regard to various aspects of special allowances, the existing special allowances will be refixed on the basis of 100% merger both for the sub-staff and the clerical staff. In respect of clerical staff the DA payable on the special allowances at CPI 332 (1960=100) would be added to this amount and the revised special allowances will be fixed accordingly. Tables showing the special allowances as revised are given in the Second Schedule. In respect of clerical staff this special allowance so consolidated will not rank for Dearness Allowance as from the date of effect. 63.5% of this amount shall only be counted as “Pay” for all other purposes including for purposes of superannuation benefits.

VI. Medical Aid—Clerical and Subordinate Staff

Upto Basic Pay of Rs. 700/- p.m.	Rs. 225/- p.a.
Between Rs. 701/- p.m.—Rs. 1000/- p.m.	Rs. 300/- p.a.
Over Basic Pay of Rs. 1000/- p.m.	Rs. 350/- p.m.

Explanation

For the year 1978, the increase in the Medical Aid shall be one third of the enhancement.

VII. Provident Fund

Subject to sub clause V above, for purposes of contribution to Provident Fund, pay will be reckoned @ 80% during the first year of settlement from the date of effect, 90% during the second year of settlement and 100% thereafter.

7. In respect of the State Bank of India and Bank of India the workmen shall be eligible for the additional benefits set out respectively in the Schedule III and IV.

8. Other Issues

Parties to the Settlement hereby agree that

- (a) The demands on behalf of the workmen not covered by this Memorandum of Settlement as also the issues raised by IBA on behalf of the Management of the said Banks will be discussed and negotiated between the IBA and the AIBEA and NCBE with a view to arriving at a negotiated settlement.
- (b) The said discussions and negotiations shall be commenced not later than the 17th August, 1979 and completed not later than the 16th September, 1979.
- (c) Any of the demands made on behalf of the workmen or any of the issues raised on behalf of the Management which are not settled between the parties as on the 17th September, 1979 shall stand referred to a Board of Arbitrators.
- (d) The Board of Arbitrators shall comprise one person to be nominated jointly by the AIBEA and NCBE, one person to be nominated by IBA and one person who shall be a retired judge of the Supreme Court or a High Court to be nominated by the Ministry of Finance, Government of India. The person nominated by the Ministry of Finance, Government of India shall be the Chairman of the Board of Arbitrators.

- (e) The AIBEA and NCBE will nominate jointly their nominee to the Board of Arbitrators on or before the 16th August, 1979.
- (f) The IBA will nominate its nominee to the Board of Arbitrators on or before the 16th August, 1979.
- (g) The Board of Arbitrators would be requested to commence arbitration proceedings immediately after the demands/issues stand referred to them and to make and publish their Award within two months of their entering into the reference.
- (h) The Award of the Arbitrator will be deemed to be an agreement binding on the parties under Section 18 of the Industrial Disputes Act, 1947 and will be implemented as if it is part and parcel of this Settlement.

9. Implementation

Subject to the provisions of sub-clauses (a), (b), (c) and (e) of Clause 8 above, the implementation of the revised terms mentioned in para 6 above will be taken in hand on the 17th September, 1979 and will be completed within 2 months therefrom. Notwithstanding such implementation, the computation of overtime on the revised basis will come into effect only on and after 1st September 1979.

10. This Settlement shall remain in force for a period of 4 years with effect from 1st September, 1978, and 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.

11. 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.

12. Copies of this Memorandum of Settlement will be jointly forwarded by the Parties to the authorities listed in Rule 58 of the Industrial Disputes Act (Central Rules) so that terms and conditions thereof are binding on the parties as provided in law.

For Indian Banks' Association

- | | |
|---------------------|---------------|
| 1. P. F. Gutta | 3. R. C. Shah |
| 2. P. C. D. Nambiar | 4. N. N. Pai |

For All India Bank Employees' Association

- | | |
|-----------------|--------------------------|
| 1. D. P. Chadha | 4. Tarkeswar Chakraborty |
| 2. K. K. Mundul | 5. N. Sampath |
| 3. Prabhat Kar | |

For National Confederation of Bank Employees

- | | |
|---------------------|----------------------|
| 1. O. P. Gupta | 4. P. Balgopal Menon |
| 2. C. L. Rajaratnam | 5. N. C. Choudhury |
| 3. M. Rajagopal | |

Witnesses

- | | |
|---------------------|---------------------|
| 1. P. S. Sundaresan | 1. R. K. Ghotkalkar |
| 2. N. S. Purao | 2. K. Venkatachari |
| 1. P. Laxminarasiah | 3. M. Rammohan Rao |
| 2. C. Coutto | |

e.c. to :

1. Asst. Labour Commissioner (Central)
2. Regional Labour Commissioner (Central)
3. Chief Labour Commissioner (Central), New Delhi
4. The Secretary to the Government of India, Ministry of Labour, New Delhi.

SCHEDULE I

1. Algemene Bank Nederland N.V.
2. Allahabad Bank
3. American Express International Banking Corporation
4. The Andhra Bank Ltd.
5. Bank of America
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. The British Bank of the Middle East
13. Canara Bank
14. The Catholic Syrian Bank Ltd.
15. Central Bank of India
16. The Chartered Bank
17. Citibank, N.A.
18. Corporation Bank Ltd.
19. Dena Bank
20. The Federal Bank Ltd.
21. Grindlays Bank Ltd.
22. The Hindustan Commercial Bank Ltd.
23. Indian Bank
24. Indian Overseas Bank
25. Karnataka Bank Ltd.
26. The Lakshmi Commercial Bank Ltd.
27. Mercantile Bank Ltd.
28. The Mitsui Bank Ltd.
29. The New Bank of India Ltd.
30. The Oriental Bank of Commerce Ltd.
31. Punjab National Bank
32. The Punjab and Sind Bank Ltd.
33. The Sangli Bank Ltd.
34. The South Indian Bank Ltd.
35. State Bank of Bikaner and Jaipur
36. State Bank of Hyderabad.
37. State Bank of India
38. State Bank of Indore
39. State Bank of Mysore
40. State Bank of Patiala
41. State Bank of Saurashtra
42. State Bank of Travancore
43. Syndicate Bank
44. Union Bank of India
45. United Bank of India
46. United Commercial Bank
47. United Industrial Bank Ltd.
48. Vijaya Bank Ltd.
49. The Visva Bank Ltd.

SCHEDULE II

<i>Category of Workmen</i>	<i>Rs.</i>	<i>Am't. ranking for PF</i>
i) Telephone Operator	30.00	19.05
ii) Relieving Telephone Operator	15.00	9.52
iii) Audit Clerk	51.00	32.38
iv) Comptist	60.00	38.10
v) Telex Operator	75.00	47.62
vi) Teller	99.00	62.86
vii) Punch Card Operator	84.00	53.34
viii) Accounting Machine Operator	129.00	81.91
ix) IBM, ICT (Hollerith-Power Samas) Machine Operator	147.00	93.34
x) Stenographer	147.00	93.34
xi) Head Clerk	147.00	93.34
xii) Assistant Head Cashier (above the level of routine clerks)		
Units of 5 clerks and above	93.00	59.05
Units of 4 clerks and below	66.00	41.91
xiii) Cashier in-Charge of Cash in Pay Office or Branch	99.00	62.86
xiv) Head Cashier—Category 'A'		
Unit of 5 clerks and above	129.00	81.91
Unit of 4 clerks and below	99.00	62.86
xv) Head Cashier—Category 'B'		
Unit of 5 clerks and above	147.00	93.34
Unit of 4 clerks and below	117.00	74.29
xvi) Head Cashier—Category 'C'	164.00	104.14
xvii) Head Cashier—Category 'D'	182.00	115.57
xviii) Head Cashier—Category 'E'	254.00	161.29
xix) Special Assistant	272.00	172.72

FOR EDUCATIONAL QUALIFICATION

For those workmen who hereafter reach or have already reached 20th stage of the scale and have got increments in consideration of this/these educational qualification(s) Special allowance(s) shall be payable as under:

<i>(In rupees per month)</i>	<i>Amt. ranking for PF</i>
36 after they have completed 1 year)	After 22.86
72 after they have completed 2 years)	reaching 45.72
108 after they have completed 3 years)	20th stage 68.58
144 after they have completed 4 years)	of the 91.44
180 after they have completed 5 years)	scale 114.30

Subject to the following limits:

- 72 for those who are Graduates and/or N.D.C.
- 36 for those who have Passed Part I CAIB/CAIIB.
- 108 for those who have passed Part I & II of CAIB/CAIIB
- 108 for those who are graduates/NDC and have passed Part I of CAIB/CAIIB.
- 180 for those who are graduates/NDC and have passed Part I and II of CAIB/CAIIB.

<i>Category of Workmen</i>	<i>Rs.</i>
i) Cyclostyle Machine Operator	16.00
ii) Liftman	20.00
iii) Relieving Liftman	12.00
iv) Cash Peon	20.00
v) Watchman/Watchman-cum-Peon	20.00
vi) Armed Guard	34.00
vii) Bill Collector	34.00
viii) Daftary	40.00
ix) Head Peons	46.00
x) Air Conditioning Plant Helper	92.00
xi) Electrician	92.00
xii) Driver	104.00

SCHEDULE III

*Special compensatory provisions for the workmen
employees in the State Bank of India*

The employees of the Bank, both the clerical and cash department staff and the subordinate staff as were in service of the Bank as on 31st December, 1969 and were in receipt of personal pay immediately prior to the 1st September, 1978, shall not, except as otherwise provided hereunder, draw any such personal pay on and from the 1st September, 1978. However, in lieu thereof they will be fitted in the new scales of pay—

(i) at the stage immediately above the stage at which they would be otherwise fitted in terms of this settlement if they are employees in the clerical and cash department staff and are employees in the subordinate staff drawing a personal pay applicable to Area III; and

(ii) two stages above the stage at which they would otherwise be fitted in terms of this settlement, if they are employees in the subordinate staff drawing a personal pay applicable to Areas I and II.

Such of those employees in the clerical and cash department staff who draw Personal Pay at the maximum of the scale immediately prior to the 1st September 1978 will be paid in lieu of Personal Pay of Rs 35/-, a personal allowance of Rs. 105/- p.m. which will not rank for D.A. 63.5% of this personal allowance will be counted as "Pay" for the purpose of Provident Fund and Gratuity, if any. Such of those employees in the subordinate staff who were in the service of the Bank as on the 31st December, 1969 and who drew Personal Pay at the maximum of scale immediately prior to the 1st September 1978 will be paid in lieu of Personal Pay of Rs. 15/- p.m. a personal pay of Rs. 30/- p.m. and in lieu of Personal Pay of Rs. 8/- p.m. personal pay of Rs. 16/- p.m. which such personal pay will rank for D.A. and other purposes as on the lines of special allowance for the subordinate staff.

2. Special allowances in the case of clerical and cash department staff and the officiating allowance payable to employees officiating as "Relief Sub-Accountant" or "Acting Head-Cashier" will be consolidated on the same lines as will be applicable in other banks subject to adjustment for the difference in the application of the working class index as against the middle class index which is now applicable.

3. The amount of pension payable will be calculated on the same lines as was being done immediately before the settlement but the benefit of the liberal D.A. formula linked to the cost of living index will not be available to the employees who retired or retire after the date from which the revised scales of pay come into force i.e. 1-9-1978, provided that the pension plus dearness allowance thereon payable to an employee under this settlement shall not be less than what he would have drawn but for the revision of pay scales.

4. In order to compensate the employees in service of the Bank as on the date of the Settlement for the higher benefit available to them in respect of remuneration as compared to with other banks—(a) the clerical and cash department staff will be paid Adjusting Allowance equivalent the amounts at various stages of the new scale as specified in the enclosure hereto; and (b) the subordinate staff will be paid an Adjusting Allowance of Rs. 8/- p.m.

These Adjusting Allowances will not rank as Pay for either D.A. or any other benefit.

5. With regard to the higher D.A. payable to the clerical and cash department staff in the Bank, in addition to the D.A. worked under the new formula and the protection applicable to the employees of other banks at the maximum of the scales upto the quarterly average of the working class index figure of 332 points, employees of the Bank will be paid an Adjustable D.A. equivalent to the difference in the D.A. payable under the middle class index and the working class index on the basis of the existing formula applicable at the corresponding stages in the scale of pay immediately prior to 1st September 1978.

Note: The protection of dearness allowance upto 332 points in the working class at the maximum of the scale referred to herein will be added to the amount of Adjusting Allowance referred to in paragraph 4 above and paid accordingly.

SCHEDULE IV

Special Provisions for Bank of India

The employees in the Bank of India who were in the service of the Bank on 1-1-1970 and were drawing a 'personal allowance' will continue to draw the 'personal allowance' payable to them in terms of the Settlement dated 12-10-1970.

JOINT BIPARTITE COMMITTEE FOR THE COAL INDUSTRY

NATIONAL COAL WAGE AGREEMENT II

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Memorandum of Agreement dated the 11th August, 1979

NAMES OF PARTIES

REPRESENTING MANAGEMENT:

1. Shri R. N. Sharma,
Chairman, Coal India Limited.

2. Shri Rusi H. Mody (Alternate: Shri Gajendra Prasad),
Vice-Chairman and Managing Director, Tata Iron & Steel Co. Ltd.
3. Dr. B. L. Wadhera,
Chairman-cum-Managing Director, Central Coalfields Ltd.
4. Shri R. G. Mahendru (Alternate: Shri S. K. Choudhury),
Chairman-cum-Managing Director, Bharat Coking Coal Ltd.
5. Shri O. Maheepathi,
Director (Personnel), Neyveli Lignite Corporation Ltd.
(Representing Coal India Ltd.)
6. Shri R. C. Sekhar,
Director (Finance), Eastern Coalfields Ltd.
7. Shri R. K. Gupta,
Director (Personnel), Western Coalfields Ltd.
8. Shri M. K. V. Subbaiah (Alternate: Shri G.V.S. Sastry),
General Manager, The Singareni Collieries Company Ltd.
9. Shri P. R. Bhattacharjee,
Personnel Manager, Indian Iron & Steel Co. Ltd.
10. Shri R. S. Murthy,
Director (Personnel) Central Coalfields Ltd., Member Secretary.

REPRESENTING WORKERS:

1. Shri Kanti Mehta (Alternate: Shri S. Dasgupta),
Indian National Trade Union Congress.
2. Shri Bindeshwari Dubey (Alternate: Shri Damodar Pandey),
Indian National Trade Union Congress.
3. Shri Kalyan Roy, M.P. (Alternate: Shri M. Komariah),
All India Trade Union Congress.
4. Shri Shaffique Khan (Alternate: Shri Krishna Modi),
All India Trade Union Congress.
5. Shri Mithilesh Kumar, MLA (Alternate: Shri Hardeo Singh),
Hind Mazdoor Sabha.
6. Shri Jayanta Poddar (Alternate: Shri A. C. Patra),
Hind Mazdoor Sabha.
7. Dr. M. K. Pandhe (Alternate: Shri J. K. Bose),
Centre of Indian Trade Unions

8. Shri Bamapada Mukherjee, MLA (Alternate: Shri S. Sudevan),
Centre of Indian Trade Unions
9. Shri T. C. Jumde (Alternate: Shri Shyam Sunder Gupta),
Bharatiya Mazdoor Sangh.
10. Shri Banarsi Singh Azad (Alternate: Shri Abraham Mathews),
Bharatiya Mazdoor Sangh.

PREAMBLE

0.1 The wage structure and other conditions of service including fringe benefits of the employees of 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 and the National Coal Wage Agreement dated 11th December, 1974, which may be referred to as the National Coal Wage Agreement-I which came into effect from 1.1.1975 and was to remain in force for a period of 4 years, i.e. upto 31.12.78.

0.2 The Government of India have approved the setting up of a Joint Bipartite Committee for the Coal Industry in consultation with the representatives of Central Trade Unions in September, 1978.

The Committee was called upon to consider and negotiate on modifications and revision of the National Coal Wage Agreement-I and allied issues.

The Joint Bipartite Committee for the Coal Industry consisted of representatives as indicated below:

<i>Name of Organisation</i>	<i>Number of Members</i>
REPRESENTING MANAGERMENTS:	
(a) Coal India Ltd. and its subsidiaries	.. 7
(b) The Singareni Collieries Co. Ltd.	.. 1
(c) Tata Iron & Steel Company Ltd.	.. 1
(d) Indian Iron & Steel Company Ltd.	.. 1

REPRESENTING EMPLOYEES:

(a) Indian National Trade Union Congress	..	2
(b) All India Trade Union Congress	..	2
(c) Hind Mazdoor Sabha	..	2
(d) Centre of Indian Trade Unions	..	2
(e) Bharatiya Mazdoor Sangh	..	2

0.3 The first meeting of the re-constituted Joint Bipartite Committee for the Coal Industry was inaugurated by Shri S. C. Varma, Secretary, Department of Coal, Ministry of Energy, Govt. of India and Chairman, Coal India Limited, on 13.11.1978.

0.4 A joint Charter of Demands was submitted by the workers' representatives on 5th December, 1978. After the 6th meeting of the Joint Bipartite Committee held on 19/20th April, 1979, the trade unions' representatives on the Joint Bipartite Committee served a strike notice to be effective from 18th May, 1979 on the ground that expeditious settlement was not forthcoming.

0.5 The 7th meeting of the Standing Committee as well as the Joint Bipartite Committee was held from 12th May, 1979 onwards at Delhi. The good offices of the (then) Hon'ble Minister for Energy, Shri P. Ramachandran, and the (then) Hon'ble Minister for Labour and Parliamentary Affairs, Shri Ravindra Verma, were availed of for coming to an understanding on some of the major basic issues. The Committee held discussions before those Hon'ble Ministers on 15/16th May, 1979 and as a result a Broad Framework of Agreement was reached (ANNEXURE-I). The Committee held further discussions in June, July and August, 1979 and came to an agreement in respect of wage scales, wage structure and other conditions of service which are incorporated in the following Chapters.

TERMS OF AGREEMENT

Chapter I

SCOPE AND COVERAGE

1.1 This Agreement shall cover all categories of employees who are covered by the National Coal Wage Agreement I.

1.2 The scope of the Agreement includes wage structure, dearness allowance, fitment in the revised scales of pay and other issues related to service conditions as contained in the different Chapters of the Agreement.

1.3 This Agreement shall be called the National Coal Wage Agreement II.

Chapter II

MINIMUM WAGE AND DEARNESS ALLOWANCE

Component 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) Computed fringe benefits on Attendance Bonus such as Provident Fund Contribution, ex-gratia payment in lieu of profit sharing bonus and gratuity etc. which will be referred to as Special Dearness Allowance and which will be allowed at the rate of 17.95% on Attendance Bonus or 1.795% of the basic wage.
- (d) Fixed Dearness Allowance of Rs. 68.20 per month or Rs. 2.623 per day.
- (e) Variable Dearness Allowance linked to the All-India Consumer Price Index Number for industrial workers (Base 1960=100) adjustable quarterly depending on the rise or fall of Consumer Price Index No. above 327.

2.2 Minimum Wage

2.2.1 The minimum basic wage of an unskilled Category I worker shall be Rs. 390/- per month of 26 working days or Rs. 15.00 per day. Together with the Attendance Bonus, computed fringe benefits on Attendance Bonus called Special D.A., F.D.A. and V.D.A. on the minimum basic wage of Rs. 390/- the total emoluments as on 1.1.1979 at the Average All-India Consumer Price Index 333 shall be as follows:

	<i>Per Month</i>	<i>Per Day</i>
(a) Minimum basic wage	Rs. 390.00	Rs. 15.00
(b) Attendance Bonus at 10% of basic wage	Rs. 39.00	Rs. 1.50
(c) Computed fringe benefits on Attendance Bonus called Special D.A.	Rs. 7.00	Re. 0.269
(d) Fixed Dearness Allowance	Rs. 68.20	Rs. 2.623
(e) Variable Dearness Allowance	Rs. 7.80	Re. 0.30
Total:	Rs. 512.00	Rs. 19.692

Basic Wage Structure

2.3.1 The revised basic wage structure for different categories, skills and grades covering the daily-rated, monthly-rated, excavation, piece-rated employees and for employees in Assam Coalfields as worked out on the basis of the Broad Frame work of the Agreement dated 16.5.79, are detailed in *Annexure II*.

Attendance Bonus

2.3.2 The Attendance Bonus at 10% of basic wage of each employees will continue to be paid quarterly as at present.

Special Dearness Allowance

2.3.3 Hitherto, in terms of the provisions of the Coal Mines Bonus Scheme under which the 10% basic wage was being paid as Attendance Bonus, the latter was not to attract any fringe benefit such as Provident Fund, ex-gratia payment and gratuity etc. It has now been agreed that the same will attract the fringe benefits and the computed value of fringe benefits on attendance bonus which is Rs. 7/- per month at the minimum of the lowest scale which works out to 1.795% of the basic wage, will be paid and the same will be called as a Special Dearness Allowance. It is agreed that the computed fringe benefits on attendance bonus called Special Dearness Allowance will attract all fringe benefits applicable to Dearness Allowance.

Fixed Dearness Allowance :

2.3.4 There will be a Fixed Dearness Allowance of Rs. 68.20 per month or Rs. 2.623 per day.

2.3.5 In addition to the Special D.A. and fixed D.A. there will be a Variable Dearness Allowance linked to CPI No. over and above 327, adjustable quarterly depending on the rise or fall of CPI above 327.

Variable Dearness Allowance :

2.4.1. The rates of Variable Dearness Allowance shall be revised every quarter according to the rise and fall in the All India Consumer Price Index Number for Industrial Workers (Base 1960=100) over 327.

2.4.2 The Variable Dearness Allowance shall 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 Consumer Price Index number for the quarters ending December (OCT-DEC), March (JAN-MAR), June (APR-JUN) and September (JUL-SEP) respectively.

2.4.3 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 338.3 it will be rounded off to the next higher integer, namely, 339.

2.4.4 The workers' representatives demanded that there should be full neutralisation in the rise in cost of living. The Managements' representatives did not agree to increase the rate beyond Rs. 1.30 per month per point as at present, as it has become a part of national policy and the coal industry would not be an exception. The workers' representatives did not agree to this and insisted that they would continue to press for full neutralisation. It is agreed that pending finalisation of this issue at the National level, the existing rate of increase or decrease in the quantum of adjustable D.A. for each point of increase or decrease in the quarterly average of All India Consumer Price Index Number for Industrial Workers (Base 1960=100) will continue.

2.4.5 During the period from June to August, 1979, the quantum of VDA payable to the workers on quarterly average index January to March declined from 333 to 331. The workers' representatives strongly pressed that since the decline has occurred before the implementation of the Agreement, the VDA payable for the decline in Index should not be deducted.

The Management's representatives, as a gesture of goodwill and in the interests of good industrial relations, agreed not to deduct the VDA and to make payment of the VDA for the period from June to August, 1979 calculated on Consumer Price Index number 333 as a special case.

CHAPTER III

ABOLITION OF COAL MINES BONUS SCHEME & RELATED SCHEMES

3.1 When the NCWA-1 was finalised in December, 1974, it was decided that Attendance Bonus at 10% of the basic wage, earned by the employees, should form an integral part of the wage structure of the employees covered thereunder without any linkage to the minimum attendance. It was also decided that the Central Government should be approached for annulling the Coal Mines Bonus Scheme. The efforts made to get the Coal Mines Bonus Scheme repealed were not fruitful.

3.2 The attendance bonus, which was originally provided under the Coal Mines Bonus Scheme linked to attendance, to encourage and attract better attendance of coal miners, is no longer linked to the number of days of attendance. Some of the malpractices earlier attributed to the employers to deprive the workers of attendance bonus are no longer existing after the nationalisation of the coal industry. In view of the developments in regard to treating of attendance bonus for the purpose of fringe benefits as now agreed to, it is agreed that the Government of India would be approached by the employers and the workers' representatives to annul the provision in relation to the maintenance of separate records, etc. concerning Attendance Bonus provided in the Coal Mines Bonus Scheme.

3.3 When once the Coal Mines Bonus Scheme is repealed

the provisions of the agreement relating to the payment of 10% of basic wage as Attendance Bonus payable quarterly as hitherto as well as Special D.A. being the computed value of fringe benefits on attendance bonus, will continue. No further fringe benefits will be admissible on the 10% attendance bonus.

CHAPTER IV

WAGE STRUCTURE AND FITMENT IN THE REVISED PAY SCALES

4.1 In terms of the Broad Framework of Agreement dated 16-5-79 the revised emoluments for lowest paid workers as on 1-1-79 will be Rs. 505/- per month made up as follows at CPI No. 333 :

Basic wage/pay—	Rs. 390.00
Attendance Bonus—	Rs. 39.00
VDA at 333 CPI—	Rs. 76.00

Total : Rs. 505.00

Computed fringe
benefit on Atten-
dance Bonus—

Rs. 7.00 * to be treated as D.A.
weighted average for
different scales will
be worked out and
added.

Altogether— Rs. 512.00

4.1.2 The minimum emoluments of an unskilled Category I worker as on 31-12-1978 were Rs. 438.10, made up as follows :

Basic Wage—	Rs. 260.00
F.D.A.—	Rs. 39.00
V.D.A.—	Rs. 113.10
Attendance bonus at 10% of basic wage—	Rs. 26.00

Total : Rs. 438.10 per month

4.1.3 The total emoluments of an unskilled Category I worker as on 1-1-1979 under the revised pay structure at CPI 333 would be Rs. 512/- per month as indicated in para 4.1, providing for an increase of Rs. 73.90. The increase of Rs. 73.90 p.m. given to the lowest unskilled worker, will be the minimum guaranteed benefit to all the other workers on the rolls as on 1-1-1979 in different scales of pay and it will be added to the total emoluments as on 31-12-1978.

4.2.1 For the purpose of fitment in the revised scales of pay, to the existing total emoluments of employees as on 31-12-1978 (comprising of basic wage, fixed dearness allowance, variable dearness allowance and attendance bonus) will be added the amount of Rs. 73.90 in the case of monthly rated employees or Rs. 2.84 in the case of daily rated employees and the total so arrived at will be divided into basic wage, attendance bonus at the rate of 10% of the basic wage and a special dearness allowance which is computed fringe benefit on attendance bonus at 17.95% of attendance bonus, fixed dearness allowance and variable dearness allowance 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.

4.2.2 A few illustrations for fitment of employees in the revised scales of pay with the fitment benefits are given in Annexure III.

4.3.1. *Date of Annual Increment :*

The drawal of annual increments will be governed by para 2.8 of the Broad Framework of Agreement reproduced as below :

“The increment of those who have drawn increments between 1-1-1979 and 28-2-1979 in the existing NCWA I pay scales will be given the increment in the revised pay scale w.e.f. 1-3-1979. Increments already drawn in the old scales in such

case will be absorbed in the minimum benefit of Rs. 73.90. In the case of those whose increments have fallen due or may fall due after 1-3-1979 they will be given increments in the revised pay scales from 1-9-1979. The anniversary dates of their increments will be 1st March and 1st September in the subsequent years respectively. In the case of those whose increments fall due between 1-9-1979 and 28-2-1980 they shall be given their increments in the revised pay scales w.e.f. 1-3-1980 and 1st March of subsequent years shall be the anniversary of their increments.”

4.3.2 The dates from which annual increments will be drawn in the revised scales will be :

Those whose increments fall due between 1-1-79 to 28-2-79	....	1-3-1979.
Those whose increments fall due between 1-3-79 and 31-8-79	....	1-9-1979.
Those whose increments fall due between 1-9-79 and 28-2-80	....	1-3-1980.

The subsequent increments will fall due on the anniversary of last increments.

The amounts already drawn in the existing scales under NCWA-I, including the increments, would be adjusted from the amounts that become due in terms of the revised wages, including the increments spelt out in this para.

CHAPTER V

WORK NORMS ETC. FOR PIECE-RATED WORKERS :

5.1.1 The grouping of piece-rated workers, the work norms and job description for them shall be as laid down under NCWA-I (vide Booklet entitled “Groupings, Nomenclatures, job descriptions and work Norms of Coal Employees) and NCWA”.

5.2.1 The rates of wages for different groups of piece-rated workers are given in Annexure-II.

5.3.1. *Workload and rates of wages for piece-rated miners and loaders in Madhya Pradesh and Maharashtra coalfields.*

It is agreed that the workloads and the revised rates of wages for miners and loaders in Madhya Pradesh and Maharashtra coalfields referred to in para 5.3 of NCWA-I would be as follows :

	For workload of 100 cft	For workload of 118 cft
Existing rate—	Rs. 14.00	Rs. 15.00
Revised rates w.e.f.		
1st January/79—	Rs. 21.38	Rs. 24.14
1st January/82—	Rs. 22.84	Rs. 26.95

5.3.2 These rates have been arrived at on the basis of the revised rates of wages for miners and loaders in Bengal and Bihar of Rs. 18.50 for 81 cft.

5.3.3 It is further agreed that the workload for miners and loaders of Madhya Pradesh and Maharashtra coalfields would remain unaltered.

5.3.4 The fall back wages would be at 100% of rates mentioned above from the dates indicated.

5.4.1. *Wages for work above the workload for piece-rated workers:*

For work in excess of the prescribed workload, a piece-rated worker shall be paid a pro-rata increase in the basic piece-rate as well as fixed dearness allowance and special dearness allowance.

5.5.1 *Fall back wages::*

Basic fall back wage in respect of different piece-rated groups shall be as indicated in Annexure-II. In addition they will get the special dearness allowance, Fixed D.A. and variable dearness allowance.

5.5.2 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 fulfil the work norms on account of factors for which they are not responsible, for example, insufficient or

non-supply of tubs or breakdown of haulages or power shut down etc. No fall back wage is, however, payable if the workers fail to fulfil the work norms due to his own faults.

5.6.1 *Mechanised face crew :*

The work loads and wage rates of mechanised face crew and group work of multiple jobs will be fixed at the local level.

5.7.1 *Trammers:*

The work load and the rate per tub for the piece-rated trammers should be fixed at the unit level by Bipartite negotiations in such a way that the normal earnings of trammers is at least at the mid point of the scale of time rated trammers. The workload and rates of trammers should be reviewed periodically as and when changes in conditions of work occur.

5.7.2. The piece rated trammers will be given an increase in their consolidated emoluments consisting of basic, fixed dearness allowance, variable dearness allowance and attendance bonus so as to give them a minimum benefit of Rs. 73.90 in the average earnings. The basic rate of the trammers should be so revised as to give them the above benefit of Rs. 73.90 per month on the average total emoluments inclusive of basic, fixed DA, VDA, attendance bonus, computed fringe benefits on attendance bonus. In evolving the piece-rate the average work load will be taken into consideration for six weeks from 1-10-1978.

5.8.1. *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 rate will be revised by giving them the same percentage increase in the group wage of relevant group. Where there is no such group wage, the same percentage of increase as in the case of miners/loaders (Group VA) will be given.

5.9.1 *Lead and Lift payments for miners and loaders:*

The lead and lift rates for miners and loaders shall be revised as indicated in Annexure-IV.

5.9.2 *The lead and lift rates for overburden removal workers:*

The lead and lift rates for overburden removal workers are as indicated in Annexure-IV.

5.9.3 *Lead and lift rates for piece-rated workers other than miners and loaders including wagon loaders:*

The Lead and Lift rates for piece-rated workers other than miners and loaders will be as indicated in Annexure-IV.

5.9.4. The lead and lift payments will be treated as basic wages for all purposes.

CHAPTER VI

UNDERGROUND ALLOWANCE

6.1.1 It is agreed that in respect of employees working underground as defined in the Mines Act and the Regulations framed thereunder, an underground allowance at the rate of 15% of the revised basic pay shall be paid.

6.2.1 In the case of Assam Coalfields it is agreed that the underground allowance should be paid at the rate of 17½% of the revised basic pay with effect from 1.1.1979 and 20% with effect from 1.1.1982 onwards.

6.3.1 Underground allowance shall be payable as per the conditions stipulated under the Mazumdar and LAT Awards.

6.4.1 Underground allowance shall be treated as wages as hitherto and will be taken into account for the following purposes:

- (a) Calculation of earned/annual leave wages.
- (b) Payment for national/festival holidays.
- (c) Sick leave.
- (d) Overtime allowance.
- (e) Gratuity.
- (f) CMPF contribution.

CHAPTER VII

LEAVE AND NATIONAL/FESTIVAL HOLIDAYS

7.1.1 Annual leave with wages will be continued to be governed by the provisions of the Mines Act.

Accumulation of Earned Leave/Annual Leave with Wages:

7.1.2 The existing provisions relating to the accumulation of earned leave/annual leave with wages will be enhanced to the level of 70 days.

Sick Leave:

7.2.1 The existing provision relating to sick leave with 15 days on full pay in a calendar year will continue.

7.2.2 Sick leave on full pay can be accumulated upto 45 days.

Grant of Special Leave to Employees Suffering from TB, Cancer, Leprosy and Paralysis

7.3.1 Employees suffering from TB, Cancer, Leprosy and paralysis shall be granted leave at 50% of basic pay, FDA and VDA and SDA upto six months on the basis of the recommendations of the Company Medical Officers or the medical authorities of Coal Mines Welfare Organisation or any other hospital to which the cases may be referred for treatment by the Management.

Casual Leave with Pay:

7.4.1 Provision regarding grant of casual leave shall be regulated as indicated below:

7.4.2 Seven days' casual leave per annum, i.e. per calendar year will be allowed to employees with effect from 1-1-1979 who do not have such benefit of casual leave at present.

7.4.3 In addition, the employees referred to in clause 7.4.2 above will be allowed four days' casual leave per calendar year subject to the condition that this would be off-set against the additional annual leave that may become due as a result of amendment of the Mines Act as and when such amendment is enacted into law.

7.4.4 Since there has been delay in the finalisation of the revised wages agreement, the four days' casual leave referred to in clause 7.4.3 above due to the employees in question during the calendar year 1979 will be carried forward to 1980 and the employees will be allowed to avail of the same during the year along with the earned leave or otherwise.

7.4.5 The casual leave is intended to meet special circumstances, which cannot be foreseen. Ordinarily, the previous permission of the officer specified by the Management in each unit/establishment/department shall be obtained before such leave is taken. But when this is not possible, the said officer, as far as possible/practicable, should be informed in writing of the absence and of the probable duration of such absence.

7.4.6 Employees who are already entitled to casual leave under the existing conditions of service will continue to enjoy the same.

National/Festival Holidays:

7.5.1 The existing National/Festival holidays will continue as at present.

CHAPTER VIII

HOUSING, HOUSE RENT ALLOWANCE AND HOUSE RENT RECOVERY

Programme of House Construction:

8.1.1 The Managements of the coal industry have agreed to build not less than 12,000 quarters of approved type (other than low cost houses and barracks) every year during the agreement period and provide water supply and electricity in all newly-constructed houses.

8.2.1 The Managements also agreed that every quarter where public water supply system is not available, will be provided with a tap with drinking water within four years.

8.2.2 Where public water supply is available for supply in the quarters, a tap will be installed in the quarter.

8.2.3 In respect of quarters where electricity is not provided at present and the houses which could be electrified, a phased programme for implementing the same during the agreement period will be prepared and efforts will be made to complete it and the same will be periodically reviewed by the Joint Bi-partite Committee.

House Rent Allowance:

8.3.1 A house rent allowance of Rs. 12/- per month will be paid to those employees who have not been provided with residential accommodation.

8.3.2 The 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. 12/- 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. 6/- per month per head.
- (c) Unauthorised occupants of houses 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. 12/- 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. 12/- 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.

8.3.3 Status quo in terms of percentage in respect of house rent allowance being paid to employees in cities/towns shall be maintained.

8.3.4 In the case of employees getting house rent allowance

in urban areas at 10%, 15%, 20% or 25%, as the case may be there will be no ceiling.

House Rent Recovery:

8.4.1 In respect of recovery of house rent from the employees provided with residential accommodation, the status quo will be maintained, except in case of workmen provided with miners type or lower type quarters where no recovery of house rent shall be made.

8.4.2 Wherever house rent is to be paid by any employee towards the housing accommodation provided to him by the Management, the same amount shall be continued to be recovered.

8.4.3 Merely as a consequence of an increase in basic wage in terms of this agreement there shall not be any change in the eligibility of the workmen for allotment of type of quarters, nor there shall be an increase in the house rent.

Recovery of Electricity Charges:

8.5.1 In the coalfield areas where the employees are provided with quarters by the Management and also electric supply from the bulk supply obtained by them from the Electricity Board, the employees shall be entitled to a free consumption of 30 KWH per quarter per month on a uniform basis and the existing limits shall be modified accordingly. For consumption beyond this limit, the employees will be required to pay at the same rates at which the Electric Supply Undertakings charge the Coal Companies.

CHAPTER IX

RETURN RAILWAY FARE AND LEAVE TRAVEL CONCESSION

Return Railway Fare:

9.1.1 It is agreed that all those employees who are presently eligible to receive railway fare for outgoing and return journeys of 1st Class and 2nd Class shall continue to receive the same

according to the conditions laid down by the Central Wage Board for the coal mining industry. The pay limit of the employees for purposes of entitlement to 1st class rail travel will be raised to Rs. 510/- basic per month. In other words, employees drawing a basic of less than Rs. 510/- will be entitled to return railway fare of 2nd class. The other conditions shall remain the same as at present.

9.1.2 In respect of piece-rated workers, however, the average monthly basic earnings during the preceding quarter relating to attendance bonus under the existing provisions of Coal Mines Bonus Scheme will be first assessed for purposes of enabling to class of travel by rail. If, however, in any colliery/unit a different system for reckoning the basic earning of the piece-rated workers during any other quarter or period for purposes of return railway facility is in existence, that system will continue.

9.2.1 *Leave Travel Concession once in four years:*

The employees would be allowed to avail of existing return railway fare facility for three years in a block of 4 years as at present and L.T.C. will be allowed to the employees and their family members once in a block of four years in lieu of RRF benefit as per the Central Government Scheme to enable them to go anywhere in India. The class of travel by rail would be determined on the basis of Government Rules adjusted to the revised wages.

9.2.2 It is agreed that for the purpose of implementing provisions of the broad frame work of the Agreement dated 16-5-1979 in respect of leave travel concession once in four years, a Committee consisting of five representatives of workers and five representatives of the Management will be constituted. The Committee will examine and recommend simplification of the LTC Rules, the basic wages of employees who should be eligible to different classes of rail travel including the question of uniformity in the entitlement of Rail travel between RRF and LTC, the minimum/maximum distance that the employees can travel for purposes of LTC and also the number of dependants and make its recommendation within three months.

CHAPTER—X

SOCIAL SECURITY, MEDICAL FACILITIES AND WELFARE

Retiring Gratuity—Computation of Amount:

10.1.1 For service beyond 30 years, gratuity shall be calculated at the rate of one months' wage (i.e. basic wage plus FDA, SDA, VDA and Underground Allowance) last drawn by the employee for every completed year of service in excess of 30 years, provided that in respect of last year of service proportionate payment of gratuity will be made even if the full year is not completed.

Life Cover Scheme:

10.2.1 In the event of death of any employee covered by CMPF or any of the Company's Contributory Provident Fund Schemes, his nominee shall be paid a sum which together with the payment due to him under the Payment of Gratuity Act will be equal to 20 months' salary (Basic plus Dearness Allowances) at the rates payable immediately before the death of the member provided that the amount to be paid in addition to the normal gratuity shall not in any event be less than Rs. 11,000/-. The above scheme will be in lieu of the Employees Deposit Linked Insurance Scheme.

Workmen's Compensation Benefits :

10.3.1 It is agreed that—

- (i) The employees covered by this agreement shall be entitled to the benefits admissible under the Workmen's Compensation Act, 1923.
- (ii) The benefits under the Workmen's Compensation Act will not be affected adversely on account of the revision of wages by this agreement.
- (iii) If an 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 to be entitled to the benefit.

- (iv) 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.

Provision of Employment to Dependants :

10.4.1 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:—

10.4.2 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 dependant on the earnings of the deceased may be considered to be the dependant of the deceased.
- (ii) 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.

10.4.3 Employment to the dependant of a worker who 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) The dependant to be considered for employment should be physically fit and suitable for employment and aged below 35 years.

10.4.4 Preference in employment will be given to the dependants of the retiring employees.

10.5.A *Washing Allowance :*

Where Washing allowance is being paid to the employees provided with uniforms by the management and the present rate is less than Rs. 10/- per head per month, the rate will be uniformly increased by Rs. 5/- per head per month.

10.5.1 *Medical Facilities :*

The unanimous recommendations of the Medical Sub-Committee of the JBCCI (Sub-Committee 'E') will be implemented. A summary of the unanimous recommendations is given in Annexure—V to this agreement.

10.5.2 *Ambulance :*

It is agreed that, in principle, there should be an Ambulance in each colliery to ensure speedy movement of emergency cases to hospitals/dispensaries. However, if there are certain difficulties in providing such Ambulances immediately, the requirement could be met adequately by a system of pooling in certain collieries. The method can be discussed at local levels. The management agreed to increase the number of Ambulances within two years to ensure availability of Ambulances for collieries. The matter will be reviewed by the JBCCI periodically.

10.5.3 *Expenditure on Medicines :*

It is agreed that as far as Coal India and its Subsidiaries are concerned, the amount to be spent on medicines per capita shall be at the same level as that obtaining in Singareni Collieries Co. Ltd. at present.

CHAPTER—XI

GENERAL

11.1.1 *Existing benefits :*

The existing benefits and facilities not covered or altered by this agreement shall continue as hitherto.

11.2.1 *Free issue of coal :*

The existing system of supply of free coal will continue to

the employees in the Collieries/Establishments.

11.3.1 *Payment of overtime :*

It is agreed that all the categories of workers who were entitled to receive overtime payments, will continue to get the payment for overtime work in different establishments, units and offices.

11.4.1 *Wages for weekly day of rest :*

Workers in 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 where the payment is at a lesser rate.

11.5.1 *City Compensatory Allowance :*

The employees of coal companies/Managements stationed for duty and residing in cities/towns (other than towns in the coalfield areas such as Dhanbad and Asansol etc.) will be paid a City Compensatory Allowance at the rates indicated below:

<i>Class of city/town</i>	<i>Basic pay</i>	<i>Rates of CCA</i>
'A' Class i.e. Calcutta/Howrah, New Delhi/Bombay/Madras and Hyderabad.	Rs. 390 and above	6% of basic pay subject to a minimum of Rs. 16.20 and a maximum of Rs. 75/-.
'BI' Class i.e. Kanpur, Nagpur, Lucknow, Ahmedabad and Bangalore.	Rs. 390 and above	4.5% of basic pay subject to a minimum of Rs. 16.45 and a maximum of Rs. 50/-.
'B2' Class i.e. Patna, Jaipur and Bhopal (only urban area).	Below 750	3.5% of basic pay subject to a maximum of Rs. 10/- p.m.
	Rs. 750 and above	Amount by which pay falls short of Rs. 759/-.

In case Government of India declares any other cities other than those stationed in the coalfield areas as 'A', 'B1' or 'B2' Class cities and prescribes the rates of CCA, the same will be made applicable to the Coal Companies' employees as well.

11.6.1 *Transfers :*

In the case of an employee transferred to another colliery on or after 1-1-1975 located at a distance of 8 k.m. and above has not been provided with accommodation by the Company at the latter colliery and he actually travels at his cost the distance of 8 k.m. or above from his original residence to the colliery to which he has been transferred for attending to his daily duties, he will be allowed payment at the rate of 0.50 paise per day of attendance at the other colliery till he is provided with accommodation by the company at the other colliery or he finds any accommodation within a radius of 8 k.m. This payment would be made from 1-9-1979.

11.7 *Difficulty Allowance :*

The workers' representatives strongly felt that thin seam allowance, thick seam allowance, bad ventilation allowance, distance, water, dust, heat, humidity, stiff gradient allowance, bench allowance for thick seam quarry workers etc. in the light of the recommendations of the Central Wage Board for the Coal Mining Industry which have been accepted by the Government should be implemented properly by the Coal managements without any further delay. They also stated that in a large number of collieries some of the allowances are being paid.

The representatives of the Management expressed their inability to accept this on the ground that this aspect has been taken into consideration while agreeing for a substantial increase in the rate of underground allowance and other factors.

The workers' representatives did not accept the management's contention and insisted that this matter should be considered by the management.

It was, however, agreed that the JBCCI should consider the question and formulate policies/guidelines in this regard within a period of six months.

11.8.1 *Education:*

The JBCCI could not go into all aspects of educational facilities to be provided to children of coal mines workers. It was agreed to collect necessary information on this subject and the entire question regarding the educational facilities to be provided to the children of coal mines workers should be discussed in the JBCCI preferably within three months, but in no case later than six months.

CHAPTER—XII

IMPLEMENTATION OF THE AGREEMENT

12.1.1 This Agreement including the wage structure shall come into force and will be implemented w.e.f. 1-1-1979 unless otherwise specified.

12.1.2 This Agreement would be in operation for a period of 4 years w.e.f. 1-1-1979.

12.1.3 The Management's 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.

12.2.1 During the period of operation of this Agreement, no demand will be made or disputes raised in respect of matters settled by this agreement.

12.3.1 In case of any doubt or difficulty in interpretation of implementation of any clause of this Agreement, the same shall be referred to the JBCCI or a Sub-Committee constituted by the JBCCI for the purpose.

12.4 All issues affecting the employees shall be discussed mutually between the Managements and Employees' representatives in an atmosphere of mutual co-operation.

12.5.1 *Productivity and Industrial Peace:*

The Managements and Workers' Representatives agree that industrial peace and harmony will be maintained and every efforts will be made to increase productivity. Steps taken in this regard will be reviewed periodically by the JBCCI.

12.5.2 *Incentive Schemes:*

It is agreed in principle that with regard to achieving higher levels of production, productivity, improvement of performance, incentive scheme/schemes shall be introduced in the coal industry and a Joint Committee of representatives of Management and Workers will be constituted to evolve a broad framework of the scheme/schemes with its scope and coverage. The Committee will submit its report within 6 months. The JBCCI will then work out the modalities of implementation of the scheme/schemes in different establishments/units in the industry.

12.6.1 *Committees:*

It is agreed that the following committees shall be constituted for the purposes indicated as above:—

- (i) *Standardisation Committee*—as detailed in para 12.7.1.
- (ii) *Committee on Promotion Policies:* A Bipartite Committee consisting of representatives of workers and managements will examine the existing promotion policies obtaining in different coal companies, if any, and formulate uniform guidelines for channels of promotions etc.
- (iii) *Incentive Scheme Committee:* The Committee is to work out incentives as detailed in clause 12.5.2 above.
- (iv) *Committee on LTC:* A Bipartite Committee on LTC will go with the matters relating to LTC as referred to in Clause 9.2.2.

12.7.1 *Standardisation Committee:*

It is agreed that with a view to examine and standardise different designations, job descriptions, disparities in service conditions among different sets of employees including hours of work, leave, holidays, categorisation of jobs or whether there is obvious anomaly and also to examine such anomalies as may be brought to the notice of the Committee, a Standardisation Committee consisting of representatives of employees and representatives of the management shall be constituted.

12.7.2 The functions of the Standardisation Committee shall be as under:—

- (i) To review and examine the reports of the following Sub-Committees constituted by the JBCCI:—
- (a) Sub-Committee 'A' on new jobs and categorisation and preparation of job description for old jobs (where they did not exist) in coal washeries.
 - (b) Sub-Committee 'B' on new jobs and categorisation and preparation of job descriptions for old jobs (where they did not exist) for underground mines.
 - (c) Sub-Committee 'C' on new jobs and categorisation and preparation of job descriptions for old jobs (where they did not exist) for misc. sections such as power houses, ropeways, workshops, coke plants, excavation section etc.
- (ii) The first function of the Committee would be to take up the unanimous recommendations of the Sub-Committees mentioned above with a view to co-ordinate them, resolve anomalies, if any that may arise and recommend action for their implementation.

It will thereafter examine those reports of the said Sub-Committees where different opinions about the category to be awarded to specific jobs or any other differences of opinion have been expressed by representatives of the workers and Managements, and to resolve the same.

- (iii) a) Review of the groupings of piece-rated workers and their workload;
- b) Multiskilled jobs where they exist;
- c) Unanimous recommendations of Sub-Committees constituted by the JBCCI-I; and
- d) to consolidate the job descriptions of different jobs available in different documents.
- (iv) It will examine all cases of anomalies and disparities in regard to the job descriptions, categorisation and principal service conditions of employees brought to its notice.

*JOINT BIPARTITE COMMITTEE FOR THE COAL
INDUSTRY*

*BROAD FRAME WORK OF AGREEMENT IN RESPECT OF
REVISION OF WAGES FOR COAL EMPLOYEES COVERED
BY NATIONAL COAL WAGE AGREEMENT*

1. The revised minimum wage for lowest paid worker as on 1.1.1979 would be Rs. 505 per month made up as follows at CPI No. 333:

Basic wage/pay	Rs. 390.00	
Attendance Bonus	Rs. 39.00	
VDA at 333 CPI	Rs. 76.00	
	Rs. 505.00	
Computed fringe benefit on attendance bonus	Rs. 7.00	To be treated as DA. Weighted averages for different scales
Altogether	Rs. 512.00	will be worked out and added.

2. The increase of Rs. 73.90 given to the lowest unskilled worker will be the minimum guaranteed benefit to all the other workers on the rolls on 1.1.1979 in different scales of pay and will be added to the total emoluments as on 31.12.1978.

2A. The pay of the employees in the revised pay scales will be fixed as on 1.1.1979 taking their respective basic wages/pay, F.D.A., V.D.A. and Attendance Bonus in the NCWA pay scales as on 31.12.1978 by giving the minimum benefit of Rs. 73.90. As regards the increments those who have drawn increments between 1.1.79 and 28.2.1979 in the existing NCWA pay scales will be given the increments in the revised pay scale w.e.f. 1.3.1979. Increments already drawn in the old scales in such cases will be absorbed in the minimum benefit of Rs. 73.90. In the case of those whose increments have fallen due or may fall due after 1.3.1979, they will be given the increment in the revised pay scales from 1.9.1979. The anniversary dates of their

increments will be 1st March and 1st September in the subsequent years. In the case of those whose increments fall due between 1.9.1979 and 28.2.1980 they shall be given their increments in the revised pay scales w.e.f. 1.3.1980 and 1st March of subsequent years shall be anniversary date of their increments.

3. Rates of increments in revised pay scales would be enhanced by 30% of the minimum of the scales.

4. Underground Allowance would be payable at 15% of basic wage/pay for underground workers.

5. House rent allowance for employees who have not been provided with residential accommodation would be at Rs. 12 (twelve) per month.

6. Seven days casual leave per annum will be allowed to employees who do not have such benefit at present. In addition, such employees will be allowed 4 days casual leave per year subject to the condition that this would be off-set against additional annual leave that may become due as a result of amendment of the Mines Act as and when such amendment is enacted into law.

7. Workers in mines called upon to work on the weekly day of rest shall be allowed twice the normal wages where the payment is at a lesser rate.

8. LTC: The employees would be allowed to avail of existing return railway fare facility for three years in a block of 4 years as at present and LTC will be allowed to the employees and their family members in the fourth year in lieu of RRF benefit as per the Central Government scheme to enable them to go anywhere in India. The class of travel by rail would be determined on the basis of Government Rules adjusted to the revised wages.

9. Life Cover Scheme as existing in steel industry would be introduced for the employees of coal industry in lieu of DLI Scheme.

10. Employment would be provided to one dependant of workers disabled permanently and those who meet with death. Preference in employment will be given to the dependants of retiring employees.

11. All the other outstanding issues are to be settled within a period of three months through bipartite negotiations.

12. The revised agreement would be in operation for a period of four years from 1.1.1979.

13. The strike notices given by Unions for launching indefinite strike w.e.f. 18.5.1979 are hereby withdrawn.

<i>EMPLOYER'S REPRESENTATIVES</i>	<i>UNION REPRESENTATIVES</i>
Sd/- Shri R. N. Sharma, Chairman, Coal India Limited	Sd/- Shri Bindeshwari Dubey, INTUC
Sd/- Dr. B. L. Wadehra Chairman-cum-Mg. Director Central Coali- fields Ltd.	Sd/- Shri Kalyan Roy, AITUC Sd/- Shri Shaffique Khan, AITUC
Sd/- Shri O. Maheepathi	Sd/- Shri Shanti Patel, HMS
Sd/- Shri R. C. Sekhar	Sd/- Dr. M. K. Pandhe, CITU
Sd/- Shri R. S. Murthy Director(P), CCL and Member-Secretary, JBCCI.	Sd/- Shri T. C. Jumde, BMS Sd/- Shri B. S. Azad, BMS Sd/- Shri Jayant Poddar, HMS

Dated New Delhi, the 16th May 1979

ANNEXURE—II

**REVISED WAGE STRUCTURE (W.E.F. 1.1.79)
VIDE CLAUSE 2.3.1**

A. Daily Rated Workers:

<i>Category</i>	<i>NCWA—I Pay Scales (Existing) Rs.</i>	<i>Revised Pay Scales w.e.f. 1.1.1979 Rs.</i>
I	10.00-0.20-12.00	15.00-0.26-18.12
II	10.40-0.26-13.00	15.40-0.34-19.48
III	11.35-0.32-14.55	16.35-0.42-21.39
IV	12.75-0.41-16.85	17.75-0.53-24.11
V	14.50-0.55-20.00	19.50-0.72-28.14
VI	17.70-0.73-25.00	22.70-0.95-34.10

B. Monthly Rated Workers (Technical & Supervisory):

GRADE

A	592-32-848-36-992/-	722-42-1058-44-1278/-
B	510-27-726-32-854/-	640-35-920-40-1160/-
C	442-22-618-29-734/-	572-29-804-34-1008/-
D	378-18-522-23-614/-	508-23-692-28-860/-
E	330-12-450/-	460-16-652/-
F	310-9-400/-	440-12-584/-
G	285-7.50-360/-	415-10-535/-
H	274-7-344/-	404-9-512/-

C. Monthly Rated Workers (Clerical):

GRADE

Special	510-27-726-33-792/-	640-35-920-41-1084/-
I	442-22-618-30-678/-	572-29-804-35-944/-
II	378-18-522-24-570/-	508-23-692-29-808/-
III	330-12-438/-	460-16-636/-

D. Excavation Workers:

(i) *Daily rated*

Category	NCWA—I Pay Scales	Revised Pay Scales
	(Existing)	w.e.f. 1.1.1979
	Rs.	Rs.
Special	26.80-1.37-40.50	31.80-1.78-51.38 for large drag line operators:
A	23.00-1.15-34.50	28.00-1.49-45.88
B	20.45-1.00-30.45	25.45-1.30-41.05
C	18.60-0.87-27.30	23.60-1.13-37.16
D	15.90-0.64-22.30	20.90-0.83-30.86
E	12.20-0.37-15.90	17.20-0.48-22.96

(ii) *Monthly Rated:*

Pit

Supervisor	532-30-592-32-848- 36-956/-	662-39-740-41-1068- 44-1244/-
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E. Piece Rated Workers (Vide Clause 5. 2. 1):

GROUP	NCWA—I Rates		Revised Rated w.e.f. 1.1.79	
	Rate	Fall Back	Rate	Fall Back Wages
	Rs. P	Rs. P	Rs. P.	Rs. P.
I	10.36	10.00	15.36	15.00
II	10.68	10.00	15.75	15.25

III	11.36	10.36	16.36	15.50
IV	11.59	10.63	16.70	15.75
V	12.72	11.59	18.15	17.15*
V-A	13.00	13.00	18.50	18.50

*Except in case of piece-rated trammers whose fall back will be Rs. 18.15

F. Pay Scales for Employees of Assam Coalfields:

i) *Daily Rated Workers.*

<i>Category</i>	<i>NCWA—I Pay Scales (Existing) Rs.</i>	<i>Revised Pay Scales w.e.f. 1.1.1979 Rs.</i>
I	11.50-0.23-13.80	17.25-0.30-20.85
II	11.95-0.30-14.95	17.71-0.39-22.39
III	13.05-0.37-16.75	18.80-0.48-24.56
IV	14.66-0.47-19.36	20.41-0.61-27.73
V	16.70-0.63-23.00	22.42-0.83-32.38
VI	20.36-0.84-28.76	26.11-1.09-39.19

ii) *Monthly Rated Workers (Technical & Supervisory):*

Grade

A	680-37-976-41-1140/-	830-48-1214-51-1469/-
B	586-31-834-37-982/-	736-40-1056-46-1332/-
C	508-25-708-33-840/-	658-33-922-39-1156/-
D	435-21-603-26-707/-	578-26-786-32-978/-
E	380-14-520/-	529-18-745/-
F	357-10-457/-	506-14-674/-
G	328-9-418/-	477-12-621/-
H	315-8-395/-	465-10-585/-

iii) *Clerical:*

Special	587-31-835-38-911/-	736-40-1056-44-1232/-
I	508-25-708-35-778/-	658-33-922-40-1082/-
II	435-21-603-27-657/-	578-26-786-33-918/-
III	380-14-506/-	529-18-727/-

ILLUSTRATION ON FITMENT IN THE
THE REVISED WAGE SCALE
(Vide Clause 4.2.2)

EXAMPLE ONE

CATEGORY-I (Rs. 10.00-0.20-12.00)
NCWA-I

CATEGORY-I (Rs. 1500-0.26-18.12)
NCWA-II

Daily

Existing Basic Wage	Rs. 10.00	New basic Wage	Rs. 15.000
Attendance Bonus at 10% of basic Wage	1.00	Attendance Bonus at 10% of basic wage	1.500
FDA	1.50	Computed fringe benefit at 17.95% on attendance bonus (Special DA)	0.269
V.D.A. as on 31.12.78 at CPI 333 (87 points above CPI 246)	4.35	F.D.A. VDA at CPI 333	2.623 0.300
Total emoluments as on 31.12.78	Rs. 16.85		
Plus minimum fixation benefit	2.84		
Total	Rs. 19.69	Total	Rs. 19.692

EXAMPLE TWO

**CATEGORY-V (Rs. 14.50-0.55-20.00)
NCWA-I**

Existing Basic Wage	Rs. 16.70
Attendance Bonus at 10% of basic Wage	1.67
F.D.A.	1.50
V.D.A. as on 31.12.78 at CPI 333 (87 points above CPI 246)	4.35
Total emoluments as on 31.12.1978	
Plus minimum fixation benefit	2.84

Total **Rs. 27.06**

**CATEGORY-V (Rs. 19.50-0.72-28.14)
NCWA-II**

New Basic Wage	Rs. 21.660
Attendance Bonus at 10% of basic wage	2.166
Computed Fringe benefits at 17.95% on Attendance Bonus (Special DA)	0.388
F.D.A.	2.623

V.D.A. at CPI 333 **0.500**

Total **Rs. 27.137**

**ILLUSTRATION OF FITMENT IN
THE REVISED WAGE SCALE
EXAMPLE THREE**

Technical & Supervisory
Grade-A (Rs. 592-32-848-36-992/-)

Technical & Supervisory
Grade-A (Rs. 722-42-1058-44-1278/-)

NCWA-I	Rs. P.	NCWA-II	Rs. P
Existing basic wage	720.00	New Basic Wage	848.00
Attendance Bonus at 10% of basic Wage	72.00	Attendance Bonus at 10% of basic wage	84.80
FDA	39.00	Computed fringe benefits at 17.95% on Attendance Bonus (Special DA)	15.22
VDA as on 31.12.78 at CPI 333	113.10	FDA	68.20
Total emoluments as on 31.12.78	<u>944.10</u>	VDA at CPI 333	7.80
Plus minimum fixation benefit	73.90		
Total:	<u>Rs. 1018.00</u>	Total:	<u>Rs. 1024.02</u>

EXAMPLE FOUR

Clerical Grade-III:
(Rs. 330-12-438/-)
NCWA-I:

Clerical Grade-III:
(Rs. 460-16-636/-)
NCWA-II:

240

	Rs.	P		Rs.	P
Existing Basic	390.00		New Basic Wage	524.00	
Attendance Bonus at 10% of basic wage	39.00		Attendance Bonus at 10% of basic wage	52.40	
FDA	39.00		Computed fringe benefits at 17.95% on		
VDA as on 31-12-78 at CPI 333 (87 points above CPI 246)	113.10		Attendance Bonus (Special DA)	9.41	
			FDA	68.20	
Total emoluments as on 31.12.78	581.10		VDA at CPI 333	7.80	
Plus minimum fixation benefit	73.90				
Total:	Rs. 655.00		Total:	Rs. 661.81	

ANNEXURE—IV

(A) LEAD (FOR MINERS AND LOADERS)

(Vide clause 5.9.1)

Distance	N. C. W. A. 1974 (Per tub of 40.5 cft to be converted into cub metres).	Recommended rates (Per tub of 40.5 cft. to be converted into cub metres).
0 to 50 ft	Nil	Nil
51 to 100 ft	Rs. 0.315	Rs. 0.447
101 to 150 ft	Rs. 0.945	Rs. 1.342
151 to 200 ft	Rs. 1.575	Rs. 2.236
201 to 250 ft	Rs. 2.250	Rs. 3.195
For every addl. 50 ft beyond 250 ft	Rs. 0.980	Rs. 1.392

(B) LIFT (PER MINERS AND LOADERS)

Distance	N. C. W. A. 1974 (Per tub of 40.5 cft to be converted to cub metres.)	Recommended rates (Per tub of 40.5 cft to be converted to cub metres).
0 to 10 ft	Nil	Nil
11 to 15 ft	Rs. 0.315	Rs. 0.447
16 to 20 ft	Rs. 0.596	Rs. 0.846
21 to 25 ft	Rs. 0.945	Rs. 1.342
For every addl. 5 ft above 25 ft	Rs. 0.630	Rs. 0.895

(C) LEAD & LIFT RATE FOR OVERBURDEN
REMOVAL WORKERS

(Vide clause 5.9.2)

Lead	NCWA-I rates	Recommended rates
First 100'	Nil	Nil
For every 50' or part of 50' over the first 100'	Rs. 9.12 per 1000 cft.	Rs. 13.13 per 1000 cft.

<i>Lift</i>		
First 10'	Nil	Nil
For every 5' or part of 5' over the first 10'	Rs. 4.56 per 1000 cft. NCWA rate for tub of 40.5 cft.	Rs. 6.57 per 1000 cft. Recommended rate for tub of 40.5 cft.
<i>Tub Pushing</i>		
For every 100 ft or part there of in excess of the first 100 ft.	Rs. 0.105	Rs. 0.157

(D) LEAD AND LIFT RATES FOR PIECE-RATED WORKERS OTHER THAN MINERS & LOADERS
(Vide clause 5.9.3.)

Wagon Loaders	NCWA rates	Recommended rates
<i>Lead</i>		
For every 50' or part of 50' over the first 100'	37.5 p per tonne of coal	54.0 p per tonne of coal
<i>Lift</i>		
For every 5' lift or part of 5' over the first 10'	19 p per tonne of coal	27 p per tonne of coal

ANNEXURE—V

SUMMARY OF RECOMMENDATIONS OF THE MEDICAL SUB-COMMITTEE OF JBCCI

Medical facilities at the collieries will be strengthened and expanded progressively. The more important features are as follows:—

Dispensaries

(i) A dispensary with adequate medical and para medical staff will be provided at each colliery so that a dispensary is available within 2-3 Kms. of a workers' colony. In case of a

Colliery covering a very large area it may be necessary to provide more than one dispensary.

(ii) The following minimum staff be provided at each dispensary :—

Medical Officer	.....	1
Compounders	.....	2
Nurse/Midwife	.....	1 (Preferably Nurse)
Dresser/Ward Boy	.....	2
Sweeper	.....	1
Clerk	.....	1

(iii) Adequate ambulance arrangements shall be made to ensure speedy movement of emergency cases to the Hospitals/Dispensaries. If an ambulance is not available alternative arrangements of transport shall be made by colliery management.

(iv) The system of indenting and procurement of medicine will be reviewed and streamlined to ensure that the medicines are readily available in the Dispensaries. Medicines prescribed but not available in the hospital or the dispensaries be purchased and supplied.

Re-Imbursement

(v) If the medicines prescribed by the Colliery Medical Officers are not available in the Dispensaries, nor purchased and supplied by the Colliery Management and have to be procured by the Workmen themselves, the cost of the same shall be re-imbursed on presentation of the Cash Memo. If the listed medicines as prescribed are not available, alternatives certified by the Colliery Medical Officer will be permissible and the cost re-imbursed, if the medicines have to be purchased by the workmen.

(vi) In cases referred by the competent Medical Authority of the Coal Company to outside Hospitals the expenditure for treatment shall be re-imbursed at the rates applicable for General Ward of the Hospital concerned. The patient and the escort, if recommended by the Medical Officer of the company will be eligible for T. A. (excluding D.A.) from the Company.

(vii) If a workman falls seriously ill while on sanctioned leave at his home-town and he has to be hospitalised in a Gov-

ernment or a Local self-Government Hospital, Hospitalisation expenditure including the cost of medicine will be reimbursed by the company at rates applicable for the General Ward of the Hospital.

(viii) In cases referred by the Medical Officer of the colliery to Coal Mines Welfare Organisation Hospitals, if the medicines prescribed by the Doctors are not supplied by the CMWO Hospitals or the coal company Hospitals/Dispensary and have to be purchased by the workman, the cost of the same shall be reimbursed by the coal company and the company will claim the amount from the CMWO.

Note: The usual prescribed procedure for reimbursement of medical expenses will, however, have to be observed. The essentials are indicated in Annexure—(V-A).

Hospital Diet

(ix) Free diet will be supplied to indoor patients in the company hospitals. The present expenditure on diet (incurred by the coal companies) will be suitably revised in view of the increase in prices of edibles.

Hospitals

(x) The Hospital services should be developed/strengthened so as to conform to the following pattern on a long-term basis:

- (a) The ultimate objective should be to provide one bed per 100 employes as per B. P. E. norms taking into account all the hospitals of the coal companies and the CMWO together. The objective for the next four years should be to reach a level of 1 bed for every 160 employees, in the hospitals of coal companies and the CMWO combined.
- (b) As far as possible, hospital services should be concentrated so that larger Area Hospitals of 100 or more beds with better medical facilities may be provided. Area Hospitals with 100 or more beds will serve a geographical area (not conforming to the area constituted for Administrative purposes), and should provide services for Medicine, Surgery, Gynecology, Anaesthesia, Laboratory

Services, X-Ray facilities adequate to detect pneumococcosis, ECG and Blood-transfusion facilities.

- (e) In case of Mines/Area located in distant places, where the strength of the work-force does not justify a 100 bedded hospital, smaller hospital as per requirement may be set up.
- (d) In CCL and WCL which are not served by any proper Central Hospital of CMWO, a Central Hospital should be set up with the balance of beds left over considering the bed-employee ratio and the beds provided in Area Hospitals and CMWO Hospitals. At least one Hospital in each coal company shall be equipped to provide additional services in Pathology, Radiology, Orthopaedic, ENT, Eye, Dental and Pediatrics.
- (e) A casualty service shall be provided at each Area Hospital, which shall be opened round the clock.

Medical Allowance

(xi) The employees who are already in receipt of a month's salary/wages in a year towards Medical expenses, should continue to get the same facility.

General

(xii) With a view to avoid the duplication of the work, wastage, to optimise the use of the existing facilities and to improve on the same, the medical facilities offered by the coal companies and those offered by the CMWO should be planned and operated in an integrated and co-ordinated manner.

(xiii) The sub-committee noted that due to the different backgrounds of the erstwhile colliery managements of the mines, which now constitute the different subsidiaries of COAL INDIA LIMITED, the medical services have not been developed on an uniform basis. Also, the medical facilities offered by the Coal Mines Welfare Organisation widely vary from area to area in which the different coal companies are operating. It is, therefore, appreciated that there may be a difficulty in bringing about a uniform pattern in a short period of time and it may, therefore, be necessary for each coal company to draw its own plans to fit in with the recommendations of the Sub-Com-

mittee and to improve the pattern of medical facilities/currently existing in each Coal Company. Wherever better facilities exist, it will continue.

ANNEXURE—V(A)

Re-Impursement (Vide Clause 10.5.1):

- (i) Will be paid from the Hospital/Dispensary drug imprest on production of cash memo.
- (i) On production of—Reference-letter
 - Prescriptions/Cash Memo;
 - Discharge Certificate;
 - Essentiality Certificate.
- (iii) Same as (ii) except reference-letter.
- (iv) On production of CMWO's prescriptions-cash memos.

KANPUR TEXTILE SETTLEMENT

Terms of Settlement

Parties hereby agree as under :

1) There shall be a wage increase of Rs. 45/- per month since 1-4-79 to all the workmen at the flat rate. The arrears shall be paid before 30th Sept., 1979.

2) An annual increment of Rs. 6/- per month shall be given w.e.f. 1-1-1980 for the next five years to all the workmen who complete one year of service on the said date.

3) The variable dearness allowance shall be calculated at the rate of Rs. 1.23 per point upto 300 points of C.P.I. (1960-100) over 197 points of C.P.I. and thereafter the rate of dearness allowance will be Rs. 1.35 per point rise or fall per month. The new rate of Rs. 1.35 be applicable since 1-4-79. The arrears will be paid before 30th Sept. 79.

Matters pertaining to standardisation of work, classification and rationalisation of workload shall be referred to the National Productivity Council for a detailed study in which representatives of managements and employees shall also be associated. NITRA or BITRA will also be associated. The report of this

committee shall be discussed in Tripartite conference which shall be called after the committee submits its report. The committee shall be requested to give its report within 6 months. The consultancy fee of N. P. Council and NITRA/BITRA, if any, shall be paid by the employers side.

5. The joint strike notice of 23-5-79 given by the Unions stands withdrawn.

TAMILNADU TEXTILES

MEMORANDUM OF SETTLEMENT UNDER SECTION 18(1) OF THE INDUSTRIAL DISPUTES ACT, 1947.

Name of Parties to the Settlement:

The Workmen and the Management of the Mills mentioned in the Annexure 151.

Representing Managements:

1. Shri G. Varadaraj, Chairman, The Southern India Mills' Association, Coimbatore-18.
2. Shri S. Devaraj, Vice-Chairman, The Southern India Mills' Association, Coimbatore-18.
3. Shri R. Jagadischandran, Vice-Chairman, The Southern India Mills' Association, Coimbatore-18.
4. Shri S. P. Ramaswamy, Representing Director of Handlooms & Textiles, Madras.
5. Shri T. Rangaswamy, Secretary, The Southern India Mills' Association, Coimbatore-641018.

Representing Workmen:

1. Shri A. Subramaniam, Coimbatore District Textile Workers' Union (HMS), Singanallur, Coimbatore-5.
2. Shri S. N. Kaliannan, Coimbatore District Mill Workers' Union (AITUC), Kattoor, Coimbatore-9.
3. Shri P. L. Subbian, Coimbatore District National Textile Employees' Union (INTUC), Head Post Office Road, Coimbatore-1.
4. Shri V. Perumal, Anna Thozhirsanga Peravai, Madras-600014.

5. Shri R. Palaniswamy, Kamaraj National Textile Workers' Union (KNTUC), Big Bazar Street, Coimbatore-1.

6. Shri S. Doraiswamy, Coimbatore District Dravida Panchalai Thozhilalar Munnetra Sangam (DMK), Tatabad, Coimbatore-12.

7. Shri R. Ramani, Coimbatore District Mill Labour Union (CITU), Mall Mill Road, Coimbatore-9.

8. Shri A. Murugesan, National Textile Workers' Union (INTUC), Ramanathapuram, Coimbatore-18.

9. Shri C. Govindan, United Textile Labour Association, Singanallur, Coimbatore-5.

10. Shri C. K. Narayanan, Madras Labour Union, Madras.

11. Shri N. Sriramulu, Buckingham & Carnatic Mills Staff Union, Madras.

12. Shri P. A. Kanniah Naidu, Papanasam Labour Union, Vickramasingapuram, Tirunelveli District.

13. Shri N. Ramakrishnan, Coimbatore District National Textile Employees' Union, 7, Pankaja Mill Road, Coimbatore.

No. of workmen covered by the settlement:

All the workmen belonging to the mills as found in the Annexure to this settlement.

Short Recital of the Case

The Trade Unions representing workmen of the Textile Mills in Tamil Nadu issued a notice of strike dated 23-4-79 on a charter of demands, specified in the Annexure to the said notice.

Several discussions took place between The Southern India Mills' Association on behalf of the Member Mills in the Annexure and the Trade Unions. The Labour Department of the Government of Tamilnadu initiated conciliation proceedings under the Industrial Disputes Act and as the conciliation failed, the Government referred the dispute for adjudication to a Special Industrial Tribunal. Meanwhile, the workers went on an indefinite strike from 25th May, 1979. Fresh efforts were made to end the stalemate and a settlement was arrived at on the following terms:

Terms of the Settlement

1. **Coverage:** This settlement shall cover the Textile Mills mentioned in the Annexure and the workmen employed therein.

2. **Basic Wages:** The workmen shall be paid an additional basic wage of Rs. 45/- each per month, with effect from 1-1-79. However, this amount of Rs. 45/- shall not be taken into account for calculation of any special allowances or payments calculated as a percentage of or as related to basic wages except for incentive payments, Bonus and Gratuity.

3. **Dearness Allowance:** The existing method of computing dearness allowance upto 1000 points of Madras City Cost of Living Index (1935-1936 series) will remain unchanged. In respect of points above 1000, the rate of dearness allowance will be increased by one paise per point with effect from 1-1-1979 and by a further one paise per point with effect from 1-1-1981.

4. **Annual Increment:** Annual increment for the workmen who are not on time scale will be paid at the rate of 2 percent (instead of 1 percent as it present) of the basic wages including Rs. 45 granted under clause 2 above. For Jobbers, Maistries and allied workmen, annual increment will be increased by 1 percent. These increments will be with effect from 1-1-1979, for a period of six years.

5. **Arrears:** Arrears arising out of Clauses 2, 3 and 4 of this settlement will be paid as early as possible but not later than 18th August, 1979.

6. **Casual Leave:** All workmen except Apprentices and Learners who have put in 240 days in a calendar year calculated as per the Factories Act will be eligible for two days casual leave in the subsequent year, with effect from 1-1-1979. Casual leave cannot be affixed to any kind of leave.

7. **Shorter shifts:** Full basic wages and dearness allowance will be paid for working in shifts of less than eight hours duration also.

8. The workmen shall resume work from 19th July, 1979. The workmen will be provided with work progressively as and when various sections are ready for working and no wages will be paid till they are given work. The workmen will report for work within seven days.

No wages will be paid for the period of strike and no disciplinary action will be taken against the workmen by the Managements for participation in strike. Any action taken by the Managements against workmen for participation in this strike shall be dropped. There shall be no victimisation by the Managements.

9. The period of strike from 25th May, 1979 will be treated as leave with wages under the Factories Act to the extent to which they have such leave to their credit.

10. This settlement shall be in force for a period of five years from 17th July 1979 and the unions agree not to raise any demands in respect of the issues covered by this settlement either at the industry level or unit level unless there is a revision of workload. However, this will not apply where there has been revision of work-assignments without revision of wages.

11. The Unions agree not to press the other issues or demands referred to in the charter of demands or dispute pending before the Special Industrial Tribunal by G.O. No. 905 dated 2-6-1979.

12. The parties agree to present this settlement before the Special Industrial Tribunal with a prayer for an Award in terms of this settlement.

Dated at Coimbatore this 17th day of July, 1979.

Representing Managements:
Sd/-

Representing Workmen:
Sd/-

Witnesses:

1. Sd/-.....
Legal & Industrial Relations
Officer, SIMA.

2. Sd/-.....

Copy to: 1. The Secretary to Government, Labour and Employment Department, Madras-9.
2. The Commissioner of Labour, Madras-6.
3. The Conciliation Officers concerned.

**AGREEMENT BETWEEN THE SOUTHERN INDIA
MILLS' ASSOCIATION COIMBATORE AND
THE TRADE UNIONS**

1. The issues in the strike notice of the Unions dated 23-4-1979 regarding apprentices, learners and members of the staff and the demand regarding employment of legal heirs in the mills, will be discussed between the parties and settled within a period of one month from 18th July 79.

2. The Association agrees to recommend payment of a recoverable advance of Rs. 300/- to each worker before 18th August, 1979. The amount, if paid, will be recovered in ten monthly instalments commencing from the wages for the month of August, 1979.

Dated this 17th of July, 1979 at Coimbatore.

Representing Managements

Representing Workmen

Sd/-

Sd/-

KARNATAKA TEXTILES

FORM—'H'

MEMORANDUM OF SETTLEMENT

under Section 12(3) read with Section 18(3) of the
Industrial Disputes Act and read with Rule 59 of
the Karnataka Industrial Disputes Rules.

Representing Managements:

Representing Workmen:

I. Shri Y. N. Gangadhar
Shetty, Vice-Chairman,
Karnataka Textile Mills
Association.

I. Shri D. Venkatesh,
General Secretary,
INTUC, Karnataka
Branch.

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>2. Shri B. K. P. Rao,
Member, Managing
Committe,
Karnataka Textile Mills
Association.</p> <p>3. Shri L. V. Muddanna,
Member, Managing
Committe,
Karnataka Textile Mills
Association.</p> <p>4. Shri H. K. Kejriwal,
Member, Managing
Committee,
Karnataka Textile Mills
Association.</p> <p>5. Shri N. D. Hukkeri,
Member, Karnataka
Textile Mills Association.</p> <p>6. Shri C. S. Ramachandra,
Secretary, Karnataka
Textile Mills Association</p> <p>7. Shri P. Kutumbarao,
N. T. C.</p> <p>8. Shri N. Ramprasad,
N. T. C.</p> | <p>2. Shri Pampapathi,
AITUC, Karnataka
Branch.</p> <p>3. Sri K. Sriramulu,
Trade Union Leader.</p> <p>4. V. J. K. Nair,
CITU Karnataka Branch</p> <p>5. Shri Gangadhar
Namoshi,
CITU Karnataka Branch</p> <p>6. Shri A. Venkataram,
BMS Karnataka Branch.</p> <p>7. Shri H. M. Pirzade,
INTUC Karnataka
Branch.</p> <p>8. Shri S. K. Kanta,
HMS Karnataka Branch.</p> <p>9. Shri C. Munirathnam,
AITUC Karnataka
Branch.</p> <p>10. Shri M. K. S. Iyengar,
Independent Trade
Union Leader.</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

SHORT RECITAL

As a result of the recommendations made by the Tripartite Committee for Textile Industry in Karnataka, the Government of Karnataka issued a Government Order No. SWL 15 LMW 77 dated 7th July 1978 regarding increase in wages, dearness allowance, etc., to the workers in textile industry in Karnataka. The workmen and the managements in the textile industry signed separate memorandum of settlements at unit level in terms of the recommendations contained in the Govt. Order re-

ferred to above. These settlements were to be in force till 31-12-1980.

Sometime after the signing of the settlements referred to above, the textile industry started faring better. Certain trade unions, in the textile industry formed an 'Action Committee' and preferred a notice dated 10-7-1979 demanding increase in wages and dearness allowance on par with the textile workers in Tamilnadu. The trade unions led by INTUC also preferred similar notices vide notices dated 29-7-1979.

At this stage, the trade unions as well as the managements requested the Commissioner of Labour and Conciliation Officer for the State of Karnataka to intervene in the matter to maintain industrial peace. With due deference to the wishes of the parties, the Commissioner of Labour and conciliation Officer for the State of Karnataka readily agreed to initiate action in this behalf. A number of joint meetings were held during the months of August and September 1979 by him and finally the matter was taken up in conciliation on 18-9-1979 based on the request of the parties when the following terms of settlement is arrived at:-

TERMS OF SETTLEMENT

1. It is agreed that this shall be an interim settlement and shall supplement the subsisting settlements.

2. This settlement shall cover all the textile mills mentioned in the annexure and the workmen as defined under the Industrial Disputes Act employed therein.

3. It is agreed that there shall be no change in the classification of textile mills in Karnataka as mentioned in the Government Order No. SWL 15 LMW 77 dated 7-7-1978 and unit level memorandum of settlements signed in terms of this Government Order irrespective of the increase in wages and dearness allowance subsequently.

4. The mills shall pay increased wages to the workers employed by them as under—

- a) Mills falling in category I shall pay an increase of Rs. 55/- p.m. per worker;

- b) Mills falling in category II shall pay an increase of Rs. 50/- p.m. per worker;
- c) Mills falling in category III shall pay an increase of Rs. 45/- p.m. per worker.
5. The dearness allowance (variable) that is being paid shall be increased from thirty paise to thirtyone paise per point of increase in the working class consumer price index over and above the index for the month of December 1977.
6. This settlement shall come into force from 1-6-1979.
7. Arrears payable on account of this settlement shall be paid on or before 30-10-1979.
8. The increases under this settlement shall be subject to all statutory liabilities.
9. This settlement shall not affect any existing rationalisation agreements.
10. No increase in Dearness allowance and wages owing to rationalisation agreements or settlements is adjustable against payment due under this settlement.
11. This settlement will be in force till 31-12-1980. However the parties agree to resume discussions without prejudice to the rights of both the parties on or after 1st October 1980, on the demands referred to above.
12. It is agreed that the workmen will not raise any fresh monetary demands during the period of operation of this settlement and agree to do their best to maximise production and to maintain industrial peace.
- Signed this day the 19th September 1979.

ANNEXURE

List of Textile Mills

1. Binny Limited, Bangalore.
2. Subhadra Textiles Pvt. Ltd., Bangalore.
3. Bellary Spg. & Wvg. Co. Ltd., Bellary.
4. Gokak Mills, Gokak Falls.
5. Sri Valliappa Textiles, Hijjala.
6. Sree Krishnarajendra Mills, Mysore.
7. Ramkumar Mills (P) Ltd., Bangalore.

8. Gopalakrishna Textile Mills (P) Ltd.
9. Chandrodaya Mills Ltd., Davangere.
10. Sujatha Textile Mills, Nanjangud.
11. Sri Siddeswara Textile Mills, Ltd., Davangere.
12. Sri Shankara Mills, Davangere.
13. Sri Ganeshar Textile Mills Ltd.
14. Chitageri Mills, Davangere.
15. Sri Anjaneya Cotton Mills (P) Ltd., Davangere.
16. Sree Jayalaxmi Textiles, Chitradurga.
17. Nandi Hashi Textile Mills Ltd., Nargund.
18. T. R. Mills, Bangalore.
19. Doddaballapur Spinning Mills.
20. Chandra Mills, Bangalore.
21. Davangere Cotton Mills, Gadag.
22. Davangere Cotton Mills, Davangere.
23. Minerva Mills, Bangalore.
24. Mysore Spinning & Weaving Co. Ltd., Bangalore.
25. M. S. K. Mills, Gulbarga.
26. Yellamma Cotton & Woollen Mills, Davangere.

TAMILNADU N.T.C. MILLS
MEMORANDUM OF SETTLEMENT UNDER
SECTION 18(1) OF THE INDUSTRIAL
DISPUTES ACT 1947

Names of parties to the Settlement :

The workmen and the N. T. C. (Tamil Nadu & Pondicherry) Ltd mills mentioned in the annexure A.

Representing Managements :

1. Shri P. K. Doraiswamy, I.A.S., Chairman-cum-Managing Director, N. T. C. (Tamilnadu & Pondicherry) Ltd, Coimbatore.

2. Shri G. Subramanian, Director (Finance), N. T. C. (Tamilnadu & Pondicherry) Ltd, Coimbatore.

3. Shri N. M. Ananthapadmanabhan, Director (Commercial), N. T. C. (Tamilnadu & Pondicherry) Ltd, Coimbatore.

4. Shri S. Natarajan, Secretary, N. T. C. (Tamilnadu and Pondicherry) Ltd, Coimbatore.

5. Shri S. R. Ranganathan, Manager (Planning), N. T. C. (Tamilnadu and Pondicherry) Ltd, Coimbatore.

Representing Workmen :

1. Shri S. N. Kaliannan, Coimbatore District Mill Workers' Union (AITUC), Coimbatore 9.

2. Shri G. Ramaswamy, Coimbatore District Textile Workers' Union (HMS), Coimbatore 5.

3. Shri A. Murugesan, National Textile Workers' Union. (TNTUC), Coimbatore 18.

4. Shri S. Doraiswamy, Coimbatore District Dravida Panchalal Thozhilalar Munnetra Sangam (DMK), Coimbatore.

5. Shri N. Ramakrishnan, Coimbatore District National Textile Employees' Union, Coimbatore 18.

6. Shri M. Nanjappan, Coimbatore District Mill Labour Union (CITU), Coimbatore.

7. Shri C. Govindan, United Textile Labour Association, Coimbatore.

8. Shri A. Ramanathan & Thomas Mathew Joys, N. T. C. Staff Joabens/ Workers Association.

9. Shri P. L. Subbian, Coimbatore District National Textile Employees' Union (INTUC), Coimbatore-I.

19. Shri N. Karuppuswamy, Panchalal Anna Thozhilalar Sangam (AIDMK), Coimbatore.

No. of workmen covered by the Settlement

All the workmen belonging to the mills as found in the Annexure A to this Settlement.

SHORT RECITAL OF THE CASE

The Trade Unions representing workmen of the Textile Mills in Tamil Nadu issued a notice of strike dated 23-4-1979 on a charter of demands, specified in the Annexure to the said notice.

Several discussions took place between the National Textile Corporation (Tamil Nadu and Pondicherry) Ltd on behalf of their Unit Mills in the Annexure A and the Trade Unions. The Labour Department of the Government of Tamil Nadu initiated conciliation proceedings under the Industrial Disputes Act and as the conciliation failed, the Government referred the disputes for adjudication to a Special Industrial Tribu-

nal. Meanwhile, the workers went on an indefinite strike from 25th May 1979. Fresh efforts were made to end the stalemate and a settlement was arrived at on the following terms.

TERMS OF SETTLEMENT

1. *Coverage*: This settlement shall cover the textile mills mentioned in the Annexure A. and the workmen employed therein.

2. *Basic Wages*: The workmen shall be paid an additional basic wage of Rs. 45/- each per month, with effect from 1-1-1979. However, this amount of Rs. 45/- shall not be taken into account for calculation of any special allowance or payments calculated as a percentage of or as related to basic wages except for incentive payments, bonus and gratuity.

3. *Dearness Allowance*: The existing method of computing Dearness Allowance upto 1000 points of Madras City Cost of Living Index (1935-1936 series) will remain unchanged. In respect of points above 1000, the rate of Dearness Allowance will be increased by one paise per point with effect from 1-1-1979 and by a further one paise per point with effect from 1-1-1981.

4. *Annual Increment*: Annual Increment for the operatives who are not on time scale will be paid at the rate of 2% (instead of 1% as at present) of the basic wages including Rs. 45/- granted under clause 2 above. For jobbers, maistries and allied workmen, annual increment will be increased by 1%. These increments will be with effect from 1-1-1979 for a period of six years.

5. *Arrears*: Arrears arising out of Clauses 2, 3 & 4 of this Settlement will be paid as early as possible but not later than 18th August, 1979.

6. *Casual Leave*: All workmen except Apprentices and learners who have put in 240 days in a Calendar year calculated as per the Factories Act will be eligible for 2 days casual leave in the subsequent year with effect from 1-1-1979. Casual Leave cannot be affixed to any kind of leave.

7. *Shorter Shifts*: Full basic wages and Dearness Allowance will be paid for working in shifts of less than eight hours duration also.

8. The workmen shall resume work from 24-7-1979. The workmen will be provided with work progressively as and when various sections are ready for working and no wages will be paid till they are given work. The workmen will report for work within seven days.

No wages will be paid for the period of strike and no disciplinary action will be taken against the workmen by the managements for participation in strike. Any action taken by the management against workmen for participation in this strike shall be dropped. There shall be no victimisation by the managements.

9. The period of strike from 25th May 1979 will be treated as leave with wages under the Factories Act to the extent to which they have such leave to their credit.

10. This settlement shall be in force for a period of five years from 23rd July 1979 and the Unions agree not to raise any demands in respect of the issues covered by this settlement either at the industry level or unit level unless there is a revision of work-load. However, this will not apply where there has been revision of work-assignments without revision of wages.

11. The Unions agree not to press the other issues or demands referred to in the charter of demands or dispute pending before the Special Industrial Tribunal by G. O. No. 905 dated 2-6-1979.

12. The parties agree to present this settlement before the Special Industrial Tribunal with a prayer for an Award in terms of this settlement.

Dated at Coimbatore this the 23rd July 1979.

Representing Managements:
Sd/-

Representing Workmen:
Sd/-

Witnesses:

1. Shri G. Balasubramanian, Labour Officer, National Textile Corporation (Tamilnadu & Pondicherry) Ltd., Coimbatore 641009.

2. K. Venugopal, Secretary, Coimbatore District Mill Labour Union (CITU) Coimbatore.

Copy to the Secretary to Government, Labour and Employment Department, Fort St George, Madras-9.

Copy to the Commissioner of Labour, Madras 600006.

Copy to the Conciliation Officers concerned.

ANNEXURE 'A'

1. Om Parasakthi Mills, Coimbatore.
2. Cambodia Mills, Coimbatore.
3. Kishnaveni Textile Mills, Coimbatore.
4. Kaleeswarar Mills 'A' Unit, Coimbatore.
5. Somasundaram Mills, Coimbatore.
6. Coimbatore Spinning and Weaving Mills, Coimbatore.
7. Coimbatore Murugan Mills, Coimbatore.
8. Sri Rangavilas Ginning, Spinning and Weaving Mills, Coimbatore.
9. Pankaja Mills, Coimbatore.
10. Sri Sarada Mills, Coimbatore.
11. Pioneer Spinners, Kamudakudy, Ramanathapuram District.
12. Balamavarma Textile Mills, Shencottah, Tirunelveli District.
13. Kaleeswarar Mills 'B' Unit, Kalayarkoil, Ramanathapuram District.

AGREEMENT BETWEEN THE NATIONAL TEXTILE CORPORATION (TAMIL NADU & PONDICHERRY) LTD. AND THE TEXTILE TRADE UNIONS

(1) Issues in the Strike Notice of the Unions dated 23rd April 1979, in so far as they relate to apprentices and learners, will be discussed between the parties so as to reach a settlement within a period of one month from 23rd July, 1979.

(2) As regards the claim of the Unions for employment of legal heirs in the mills, it has been agreed to have further discussions, and reach a settlement within a month.

(3) The Management agrees for payment of a recoverable advance of Rs. 300/- to each workmen before 31st July 1979. The amount, if paid, will be recoverable in 10 monthly instalments commencing from the wages for the month of August, 1979.

(4) As regards members of the staff, the refixation of pay scales, consequent to the settlements entered into on 23rd July 1979 will be discussed and settled.

(5) The settlement under Sec. 18(1) of the Industrial Disputes Act reached between the Unions and the Management shall not form a precedent for similar demands by the Staff of the N.T.C Head Office.

SETTLEMENT IN DELHI NTC MILL

Terms of Settlement

1. It is agreed between the aforesaid parties that adhoc relief of Rs. 45/- per month in wages will be paid to the workers with effect from 1-1-79.

2. It is also agreed that an increment of Rs. 6/- per month would be given to the workers with effect from 1-1-1980 for each of the next 5 years commencing from 1-1-1980.

3. The Management agrees to pay recoverable advance of Rs. 400/- to each worker to be recovered in 18 instalments starting from wages of January, 1980.

4. It is agreed that there will be no victimisation of the workers because of their participation in this strike after the strike is called off.

5. The strike will be called off with effect from 15-10-1979 from first shift starting at 6.00 A.M. However reasonable time not less than 10 days shall be allowed to the workers joining duty after the strike is withdrawn.

6. The period of strike will not adversely effect the gratuity and leave with wages. For leave with the wages accruing in the year 1979 the condition of 240 working days shall be waived for this year in view of the prolonged strike. The leave will be calculated by dividing number of working days by 20 to arrive at the admissible leave for the year 1979.

7. As regard the issue of standardisation, classification and rationalisation of workload the matter will be referred to expert Committee of N.P.C. with two representatives each of the Management of ATM, and the workmen represented by Sangharash Committee will be associated and such of the recom-

amendations which are mutually agreed between the parties will be implemented with a time bound programme. The Sangharash Committee will nominate their two representatives within a period of one week of the signing of this agreement and, in case they fail to do so, the government will nominate two members from the Sangharsh Committee and its decision on nomination shall be binding and final. It is, however, agreed that on working in no case the recommendation will adversely affect the wages and condition and no retrenchment will be made.

8. It is agreed between the parties that the dispute regarding calculations of 90 per cent neutralisation shall be referred to Mr. Justice C. A. Vaidialingam for his arbitration in accordance with the provision laid down under I.D. Act, 1947 and the rules made thereunder under the following terms:

“Whether the employers are paying D.A. above 1031 (1939-100) daily consumer price index points as per Mr. Justice C. A. Vaidialingam Award? If not, to what relief the workers are entitled.”

The Decision as may be given by Justice C. A. Vaidialingam will be final and binding on the parties and, in case it is in favour of the workmen, the arrears on this account will be paid from 1-1-1979.

9. The workers agree to drop their demand of increased D.A. on the basis of neutralisation of cost of living index from 90% to 100%.

10. It is agreed between the parties that a copy of this settlement will be placed by them jointly before the industrial Tribunal, Delhi with the request to the Tribunal to pass an award in terms of the settlement. Any other demand before the Tribunal not mentioned above will also be deemed to be withdrawn by the workmen. However, NTC will fall in line with any region-cum industry settlement/award on the issue of wages.

11. Both the parties agree that after this settlement arrived at between the parties dated 14-10-1979, both the parties will make a request to the Labour Department, Delhi Administration, Delhi for making a reference to Mr. Justice C. A. Vaidialingam for his arbitration on the issue of interpretation put forth by

the parties relating to the calculation of D.A. as per the award of Mr. Justice C. A. Vaidialingam published vide Notification No F24(189) 73-Lab.) (i) & (ii) dated 28-5-1973.

BIRLA MILLS, DELHI

Memorandum of Settlement

Representatives of the Management	Name of the Unions
1. Shri B. R. Ghaiye, Factory Manager.	1. Textile Mazdoor Congress(I) Dr. H. R. Makhija.
2. Sh. Hanuvant Singh, Production Manager.	2. Kapra Mill Mazdoor Sangh (BMS) Shri Hari Ram Dagar.
	3. Rashtriya Textile Mazdoor Congress (INTUC) Shri Pyare Lal.
	4. Kapra Mazdoor Lal Jhanda Union (CITU) Dr. Kamal Narain.
	5. Textile Mazdoor Janta Union Shri Sen Gupta.
	6. Kapra Mazdoor Union Shri Ram Dass Yadav.
	7. Rashtriya Textile Mazdoor Congress (INTUC) Shri Prem Singh.
	8. Kapra Mazdoor Lal Jhanda Union Shri Sri Ram.
	9. Kapra Mazdoor Ekta Union. Shri B. D. Joshi.

Brief Recital of the Case:

The Sangharsh Committee representing the five textile mills in Delhi had submitted a statement of claim to the Labour Department, Delhi Administration, Delhi on 14th May, 1979

in support of their demands for revision of wage structure and increase in wage, proper interpretation of Justice Vaidialingam's award, increase in neutralization of D.A. from 90% to 100%, payment of interim relief of Rs. 85/- per month to every worker and correction in the cost of living index numbers of Delhi.

The Sangharsh Committee served a strike notice dated 7th June, 1979 on the Managements of the Textile Mills intimating their intention to go on strike with effect from 27th June, 1979 in case their demands are not acceded to by that date. The demands of the workers were taken up in conciliation by Conciliation Officer and discussions were held from time to time to resolve the dispute but no settlement could be reached. A series of meetings also took place before the Labour Commissioner, Delhi; the Executive Councillor (Labour), Delhi; Chief Executive Councillor, Delhi and the Officers of the Central Industrial Relations Machinery including the Union Labour Minister. Since no agreement was in sight inspite of these efforts, the Delhi Administration referred the demands of the workers for adjudication to the Industrial Tribunal, Delhi, vide order No. F24(981)/79-Lab. dated 11th September, 1979. Since the strike continued even after the dispute was referred for adjudication, further efforts were made at various levels to get the dispute settled outside the court. For this purpose talks with the Sangharsh Committee and the individual managements of the textile mills were held from time to time. As a result of such talks with the Management of THE BIRLA COTTON SPG. & WVG. MILLS LTD. and the representatives of the Sangharsh Committee, a settlement has been arrived at on 15th October, 1979 on the following terms:—

TERMS OF SETTLEMENT:

1. It is agreed between the aforesaid parties that adhoc relief of Rs. 45/- (Rupees forty five only) per month in wages will be paid to the workers with effect from 1.1.1979.

2. It is also agreed that an increment of Rs. 6/- (Rs. six only) per month would be given to the workers with effect from 1.1.1980, for five years commencing from 1.1.1980.

3. The management agrees to pay recoverable advance of Rs. 400/- (Rupees four hundred only) to each worker to be recovered in 18 instalments starting from wages of January, 1980.

4. It is agreed that there will be no victimisation of the workers because of their participation in this strike or any activity connected with the strike after the strike is called off.

5. The strike will be called off with effect from 16.10.79 from first shift starting at 5.30 a.m. However, reasonable time not less than 10 days shall be allowed to the workers for joining duty after the strike is withdrawn.

6. The period of strike will not adversely affect the gratuity and leave with wages. For leave with wages accruing in the year 1979 the condition of 240 working days shall be waived for this year in view of the prolonged strike. The leave will be calculated by dividing number of working days by 20 to arrive at the admissible leave for the year 1979.

7. As regards the issue of standardization (Work and Wages), classification and rationalisation of workload the matter will be referred to Expert Committee of National Productivity Council. Two representatives each of the management of the Birla Cotton Spg. & Wvg. Mills Ltd., and the workmen represented by Sangharsh Committee will be associated and such of the recommendations which are mutually agreed between the parties will be implemented within a time bound programme. The Sangharsh Committee will nominate their two representatives within a period of one week of the signing of this agreement and, in case they fail to do so, the Government will nominate two members from the Sangharsh Committee and its decision on nomination shall be binding and final. It is, however, agreed that in no case the recommendation will adversely affect the wages and conditions of working and no retrenchment will be made.

8. It is agreed between the parties that the dispute regarding calculation of 90% neutralization shall be referred to Mr. Justice C. A. Vaidialingam for his arbitration in accordance with the procedure laid down under the Industrial Dispute Act, 1947 and the Rules made thereunder in the following terms:

“Whether the employers are paying 90% D.A. above 1031 Delhi Consumer Price Index (1939=100) as per Mr. Justice C. A. Vaidialingam’s award? If not, to what relief the workers are entitled?”

The decision on the issue of interpretation as may be given by Mr. Justice C. A. Vaidialingam will be final and binding on the parties and, in case it is in favour of the workmen, the arrears on this account will be paid from 1.1.1979.

9. The workers agree to drop their demand for 100% neutralization.

10. It is agreed between the parties that a copy of this settlement will be placed by them jointly before the Industrial Tribunal, Delhi with the request to the Tribunal to pass an award in terms of the settlement. Any other demand before the Tribunal not mentioned above will also be deemed to have been withdrawn by the workmen. However, The Birla Cotton Spg. & Wvg. Mills Ltd., will fall in line with any Region cum-Industry settlement/award on the issue of wages.

11. The management agrees to withdraw the writ petition against the award of Justice C. A. Vaidialingam without prejudice to the points contained therein.

12. The amount of advance under this settlement shall be given to the workers after resumption of work but in no case later than Deepawali and the arrears etc. will be paid thereafter before the month expires.

13. Both the parties agree that after this settlement is arrived at between the parties dated 15.10.1979, both the parties will make a request to the labour department, Delhi Administration to make a reference to Mr. Justice C. A. Vaidialingam for his arbitration.

BONUS SETTLEMENT OF TAMILNADU TEXTILE WORKERS

TERMS OF THE SETTLEMENT:

1. (a) It is agreed that the workmen will be paid bonus as per the payment of Bonus Act, 1965, for the accounting year 1978 (1978-79) for mills shown in Annexure I.

(b) It is further agreed that the workmen will be paid bonus as per The Payment of Bonus Act, 1965 for the accounting

year 1979 (1979-80) and 1980 (1980-81) for the mills listed in Annexure I.

2. It is agreed that for three year period representing the accounting year viz—(1978-79)/1978/79 (1979-80) and 1980 (1980-81), an additional payment equivalent to 60% of the bonus liability under the Act subject to a minimum of 3.67% and a maximum of 12% will be made a consideration of the assurance of the trade unions to extend their cooperation for uninterrupted and smooth working and better productivity in the mills.

The additional payment so arrived at for the accounting year 1978 (1978-79) for mills shall be as shown in Annexure II. For the accounting years 1979 (1979-80) and 1980 (1980-81), the additional payments shall be worked out on the same basis according to the Bonus liability as per the Act of the mills in the relevant year.

3. It is agreed that the basis adopted for determining the additional payment for the mills in respect of the years, shall not be quoted as a precedent nor shall any claims be based thereon in respect of future years.

4. The payment of bonus and additional payment will be made on or before 18th October, 1979.

5. This is in full and final settlement of the claim made by the Unions regarding bonus for the year 1978 (1978-79).

6. The payment due under the settlement will be made to all eligible employees under The Payment of Bonus Act, 1965.

7. The unions agree that there will not be any demand or strike or any other direct action and that no dispute will be raised in any of the mills in respect of matters covered under this settlement for the said period of three years.

Dated at Coimbatore this 12th Day of October, 1979.

ANNEXURE—I

<i>Name of the Mill</i>	<i>Per cent of Bonus as per the Act</i>
1. Sri Ambal Mills (P) Ltd.	Pending finalisation
2. Anandakumar Mills Ltd.	18.09
3. Asher Textile Ltd.	13.99
4. Balasubramania Mills Ltd.	11.95

<i>Name of the Mill</i>	<i>Per cent of Bonus as per the Act</i>
5. Bhayani Mills Ltd.	Pending finalisation
6. Cardwell Spg. Mills (P) Ltd.	16.65
7. Chandra Textiles (P) Ltd.	20.00
8. Coimbatore Cotton Mills Ltd.	15.40
9. Coimbatore Kamala Mills Ltd.	9.87
10. Coimbatore Pioneer Mills Ltd.	Pending finalisation
11. Dhanalakshmi Mills Ltd.	8.33
12. Essorpe Mills (P) Ltd.	Pending finalisation
13. Ganga Textiles	20.00
14. Gnanambikai Mills Ltd.	20.00
15. Gobald Textiles Ltd.	11.07
16. Gopolakrishna Mills Ltd., Ganapathy & Palladam	20.00
17. Sri Hari Mills (P) Ltd.	8.33
18. Janardhana Mills Ltd.	8.33/Subject to final Balance Sheet
19. Jothi Mills	8.33
20. Kadri Mills (Cbe) Ltd.	8.33
21. Sri Kannapiram Mills Ltd.	10.52
22. Karthikeya Spg. & Wvg. Mills Ltd.	20.00
23. Sri Karunambikai Mills Ltd.	13.48
24. Kasthuri Mills Ltd.	20.00
25. Kothari Textile Singanallur & Vadamadurai	18.48
26. Kumaran Mills Ltd.	20.00
27. Kwality Spg. Mills (P) Ltd.	8.33
28. Lakshmi Mills Co., Ltd. Coimbatore, Palladam & Kovilpatti	20.00
29. Lotus Mills Ltd.	Pending finalisation
30. Madhu Spg. Wvg. Mills Ltd.	8.55
31. Marudhamalai Sri Murugan Textiles	8.33
32. Narasimha Mills Ltd.	20.00
33. Narasimha Textiles Ltd.	20.00
34. Sri Natesar Spg. & Wvg. Mills Ltd.	8.33
35. Palani Andavar Mills Ltd.	16.32
36. Pioneer Textiles	Pending finalisation

<i>Name of the Mill</i>	<i>Per cent of Bonus as per the Act</i>
37. Prakash Mills Ltd.	Pending finalisation
38. Premier Mills (Cbe) Ltd., Udumalpet & Othakkalmandapam	20.00
39. Radhakrishna Mills Ltd.	8.33
40. Rajalakshmi Mills, Ltd., Singanallur & Karamadai	14.75
41. Sri Ramakrishna Mills (Cbe) Ltd.	18.39
42. Sri Ramalinga Choodambikai Mills Ltd.	10.37
43. Ramnarayan Mills Ltd.	20.00
44. Rani Lakshmi Gng. Spg. & Wvg. Mills Ltd.	8.33
45. Raveendra Mills Ltd.	14.68
46. Sri Sakthi Textiles Ltd.	13.89
47. Sargima Textiles (P) Ltd.	8.33
48. Saroja Mills Ltd.	19.36
49. Selvaraja Mills Ltd.	15.24
50. Sivanandha Mills Ltd.	8.33
51. Southern Textiles Ltd.	Pending finalisation
52. Suguna Mills (P) Ltd.	13.16
53. Sujani Textiles (P) Ltd.	10.75
54. Suryaprabha Mills (P) Ltd.	20.00
55. Tirumurti Mills Ltd.	8.33
56. Tirupur Cotton Spg. & Wvg. Mills Ltd.	8.33
57. Tirupur Textiles (P) Ltd., Tirupur	20.00
58. Varadaraja Textiles (P) Ltd.	20.00
59. Vasanta Mills Ltd.	8.33
60. Sri Venkatesa Mills Ltd.	10.20
61. Vijayalakshmi Mills Ltd.	Pending finalisation
62. Vijayeswari Textiles Ltd.	16.42
63. VR Textiles (P) Ltd.	13.33
64. Jawahar Mills Ltd., Salem & Chettinad	20.00
65. Sree Rajendra Mills Ltd., Salem	17.59
66. Jayalakshmi Mills Ltd.	Pending finalisation

ANNEXURE—II

<i>Name of the Mill</i>	<i>Additional Payment</i>
1. Ambal Mills	Pending finalisation
2. Anandakumar Mills	10.85
3. Asher Textiles	8.39
4. Balasubramania Mills	7.17
5. Bhavani Mills	Pending finalisation
6. Cardwell Spg. Mills (P) Ltd.	9.99
7. Chandra Textiles	12.00
8. Coimbatore Cotton Mills	9.24
9. Coimbatore Kamala Mills	5.92
10. Coimbatore Pioneer Mills	Pending finalisation
11. Dhanalakshmi Mills Ltd.	3.67
12. Essorpe Mills	Pending finalisation
13. Ganga Textiles	12.00
14. Gnanambikai Mills	12.00
15. Gobald Textiles	6.64
16. Gopalakrishna Mills, Ganapathy & Palladam	12.00
17. Sri Hari Mills Ltd.	3.67
18. Janardhana Mills	3.67/Subject to final Balance Sheet
19. Jothi Mills	3.67
20. Kadri Mills (Cbe) Ltd.	3.67
21. Kannapiran Mills	6.31
22. Karthikeya Spg. & Wvg. Mills	12.00
23. Karunambikai Mills	8.09
24. Kasthuri Mills	12.00
25. Kothari Textiles, Singanallur and Vadamathurai	11.09
26. Kumaran Mills	12.00
27. Kwality Spg. Mills (P) Ltd.	3.67
28. Lakshmi Mills Co. Ltd. Coimbatore Palladam & Kovilpatti	12.00
29. Lotus Mills Ltd.	Pending finalisation
30. Madhu Spg. Wvg. Mills Ltd.	5.13
31. Marudhumalai Sri Murugan Textiles	3.67

<i>Name of the Mill</i>	<i>Additional Payment</i>
32. Narasimha Mills Ltd.	12.00
33. Narasimha Textiles Ltd.	12.00
34. Sri Natesar Spg. & Wvg. Mills Ltd.	3.67
35. Palaniandavar Mills Ltd.	9.79
36. Pioneer Textiles	Pending finalisation
37. Prakash Mills Ltd.	Pending finalisation
38. Premier Mills (Cbe) Ltd. Udumalpet and Othakalmandapam	12.00
39. Radhakrishna Mills Ltd.	3.67
40. Rajalakshmi Mills Ltd., Karamadai & Signanallur	8.85
41. Sri Ramakrishna Mills (Cbe) Ltd.	11.03
42. Sri Ramalinga Choodambikai Mills Ltd.	6.22
43. Ramnarayan Mills Ltd.	12.00
44. Rani Lakshmi Gng. Spg. & Wvg. Mills Ltd.	3.67
45. Raveendra Mills Ltd.	8.81
46. Sri Sakthi Textiles Ltd.	8.33
47. Sarguna Textiles (P) Ltd.	3.67
48. Saroja Mills Ltd.	11.62
49. Selvaraja Mills Ltd.	9.14
50. Sivanandha Mills Ltd.	3.67
51. Southern Textiles Ltd.	Pending finalisation
52. Suguna Mills (P) Ltd.	7.90
53. Sujani Textiles (P) Ltd.	6.45
54. Suryaprabha Mills (P) Ltd.	12.00
55. Tirumurti Mills Ltd.	3.67
56. Tirupur Cotton Spg. & Wvg. Mills Ltd.	3.67
57. Tirupur Textiles (P) Ltd. Tirupur	12.00
58. Varadaraja Textiles (P) Ltd.	12.00
59. Vasanta Mills Ltd.	3.67
60. Sri Venkatesa Mills Ltd.	6.12
61. Vijayalakshmi Mills Ltd.	Pending finalisation

<i>Name of the Mill</i>	<i>Additional Payment</i>
62. Vijayeswari Textiles Ltd.	9.85
63. VR Textiles (P) Ltd.	8.00
64. Jawahar Mills Ltd., Salem & Chettinad	12.00
65. Sri Rajendra Mills Ltd., Salem	10.55
66. Jayalakshmi Mills Ltd.	Pending finalisation

DELHI CLOTH MILLS

TERMS OF SETTLEMENT :

1. It is agreed between the aforesaid parties that ad hoc relief of Rs. 45/- (Rupees fortyfive only) per month in wages will be paid to the workers with effect from 1.1.1979.

2. It is also agreed that an increment of Rs. 6/- (Rupees six only) per month would be given to the workers with effect from 1.1.1980, for five years commencing from 1.1.1980.

3. The Management agrees to pay recoverable advance of Rs. 400/ (Rupees four hundred only) to each worker to be recovered in 18 instalments starting from wages of January, 1980.

4. It is agreed that there will be no victimisation of the workers because of their participation in this strike or any activity connected with the strike.

5. The strike will be called off with effect from 19.10.1979 from first shift starting at 6-30 A.M. However, reasonable time not less than 10 days shall be allowed to the workers for joining duty after the strike is withdrawn.

6. The period of strike will not adversely affect the gratuity and leave with wages. For leave with wages accruing in the year 1979 the condition of 240 working days shall be waived for this year in view of the prolonged strike. The leave will be calculated by dividing number of working days by 20 to arrive at the admissible leave for the year 1979.

7. It is agreed between the parties that the dispute regarding calculation of 90% neutralisation shall be referred to Mr. Justice C. A. Vaidyalingam for his arbitration in accordance with the procedure laid down under the Industrial Disputes Act, 1947 and the Rules made thereunder in the following terms:

“Whether the employers are paying 90% D.A. above 1031 Delhi Consumer Price Index (1930-100) as per Mr. Justice C. A. Vaidyalingam’s Award? If not, to what relief are the workers entitled ?

The decision on the issue of interpretation as may be given by Mr. Justice C. A. Vaidyalingam will be final and binding on the parties and, in case it is in favour of the workmen, the arrears on this account will be paid from 1.1.1979.

8. The workers agree to drop their demand for 100% neutralisation.

9. It is agreed between the parties that a copy of this settlement will be placed by them jointly before the Industrial Tribunal, Delhi with the request to the Tribunal to pass an award in terms of the settlement. Any other demand before the Tribunal not mentioned above will also be deemed to have been withdrawn by the workmen. However, the above said management will fall in line with any Region-cum-Industry settlement/award on the issue of wages.

10. The Management agrees to withdraw the writ petition against the award of Justice C. A. Vaidyalingam without prejudice to the points contained therein.

11. Both the parties agree that after this settlement is arrived at between the parties dated 18.10.1979, both the parties will make a request to the Labour Department, Delhi Administration, Delhi, to make a reference to Mr. Justice C. A. Vaidyalingam for his arbitration on the issue of interpretation put forth by the parties relating to the Calculation of D.A. as per the awards of Mr. Justice C. A. Vaidyalingam published vide notification No. F. 24 (189)/73-Lab.(i) & (ii) dated 28th May, 1973.

12. The amount of advance under this settlement shall be given to the workers after resumption of work but in no case later than Deepawali and the arrears etc. will be paid thereafter before the month expires.

13. As regards the issue of Standardisation (Work and Wages), Classification and rationalisation of workload the matter will be referred to Expert Committee of National Productivity Council. Two representatives each of the above said Mills and the workmen represented by Sangharsh Committee will be associated and such of the recommendations which are mutually agreed between the parties will be implemented within a time bound programme. The Sangharsh Committee will nominate their two representatives within a period of one week of the signing of this agreement and, in case they fail to do so, the Government will nominate two members from the Sangharsh Committee and its decision on nomination shall be binding and final. It is, however, agreed that in no case the recommendation will adversely affect the wages and conditions of working and no retrenchment will be made.

14. Such of the recommendations of the Expert Committee set up under clause 13 in respect of which there is no mutual agreement between the parties, shall be referred by either party to a Tripartite Committee with a view to finally resolving the same. The Committee shall comprise of Labour Commissioner, Delhi Administration, Delhi, one nominee of the Ministry of Labour and equal number of representatives of constituents of the Sangharsh Committee and the employers.

15. The Expert Committee and the Tripartite Committee will dispose off the respective issues referred to them within six months and three months respectively from the respective date of reference of the issue to the said committees. If considered necessary, the period of six months and three months referred to above may be extended with the mutual consent of the parties.

ONGC SETTLEMENT

MEMORANDUM OF SETTLEMENT

(Under Section 18(1) with Section 2(p) of Industrial Disputes Act 1947 and Rule 58(4) of Industrial Disputes (Central) Rules 1957 and Section 6-B read with Section 2.

(t) of U.P. Industrial Disputes Act 1947 and Rule 5(1) of U.P. Industrial Disputes Rules 1957).

REPRESENTING THE PARTIES

Representing Management:

Oil & Natural Gas Commission : Shri P. T. Venugopal,
Chairman.

Representing Workmen :

- (1) ONGC Employees Mazdoor Sabha, Baroda.
1. Shri Sanat Mehta, President.
 2. Shri J. S. Khani, General Secretary.
 3. Shri A. G. Nair, Representative.
 4. Shri R. Sudevan, Representative.
- (2) ONGC Employees Mazdoor Sabha, Bombay.
- Shri K. M. Parikh,
General Secretary.
1. Shri Promode Gogoi, President,
 2. Shri P. N. Gogoi, Vice-President.
 3. Shri O. C. Baruah, General Secretary.
 4. Shri A. K. Kandwal, Joint Secretary.
- (4) National Union of ONGC Employees, Dehradun.
1. Shri B. P. Arya, General Secretary.
 2. Shri O. P. Gurkha, Vice-President.
- (5) ONGC Employees Union, Ahmedabad.
1. Shri K. D. Tripathi, General Secretary.
 2. Shri A. S. Kapoor, Representative.

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|---------------------------------------------------|------------------------------------------------------------------------------------------------|
| (6) ONGC Employees Association, Anklesvar. | Shri K. N. Kesvan,
General Secretary. |
| (7) ONGC Workers Union, Tripura Project Agartala. | Shri P. K. Aich,
General Secretary. |
| (8) ONGC Workmen's Association, Calcutta. | 1. Shri B. N. Ganguli,
General Secretary.
2. Shri Shyamul Dutta,
Assistant Secretary. |

SHORT RECITAL OF THE CASE:

1. The Memorandum of Settlement—1976 between the Oil & Natural Gas Commission and its employees Unions/Associations was effective for four years from 1st April, 1975 to 31st March, 1979. According to clause 10.2 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 submitted their charter of demands early this year 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 (hereinafter mentioned as the 'Unions'):

- (i) ONGC Employees Mazdoor Sabha, Baroda;
 - (ii) ONGC Employees Mazdoor Sabha, Bombay;
 - (iii) ONGC Workers Association, Eastern Region, Sibsagar;
 - (iv) **ONGC Employees Union, Ahmedabad;**
 - (v) ONGC Employees Association, Anklesvar;
 - (vi) National Union of ONGC Employees, Dehradun;
 - (vii) ONGC Workers' Union, Tripura Project, Agartala;
- and
- (viii) ONGC Workmen's Association, Calcutta, West Bengal.

3. Protracted negotiations were held with the Unions on the basis of these demands on the following dates:

- (i) June 14, 1979;

- (ii) July 16, 1979;
- (iii) August 7, 1979;
- (iv) September 8, 1979;
- (v) October 9, 1979;
- (vi) November 8 and 9, 1979 and
- (vii) November 19-21, 1979.

4. As a result of the negotiations held between the management and the unions, it is hereby agreed to come to the following settlement on this the 22nd day of November, 1979.

TERMS OF SETTLEMENT:

1. Scales of Pay :

The revised scales of pay will be as per Annexure 'A'.

The revised scales of pay shall be effective from April 1, 1979, and shall replace the scales existing prior to that date. The revised scales of pay will continue to be linked to the All-India Working Class Consumer Price Index 200 (Simla Series with base year 1960=100) hereinafter referred to as 'CPI'.

2. Fitment Formula :

The pay in the revised scales shall be arrived at in the following manner:

(i) pay in the existing scale will be arrived at after drawal of annual increment due, if any, as on April 1, 1979, in the existing scale;

(ii) to the pay in the existing scale, one increment in the existing scale shall be added. For employees drawing pay at the maximum of the existing scale, one notional increment at the last stage shall be added to pay in the existing scale;

(iii) to the amount so arrived at, an amount of Rs. 60/- (Rupees sixty only) shall be added; and

(iv) the pay in the revised scale shall be fixed at that stage if such a stage is available in the revised scale; if no such stage exists in the revised scale, the pay shall be fixed at the stage next above in the revised scale. The Fitment in the revised scales will accordingly be as per Annexure B-1 to B-12.

2.2 In the event an employee covered by this settlement is promoted/appointed to a higher post in a pay scale not

covered by this Settlement, his pay on promotion/appointment shall be fixed as per rules on the subject, after deducting the portion of Additional Dearness Allowance, merged as pay in the new scale under the Memorandum of Settlement 1976. Pay based allowances shall be frozen at the last drawn amount, until the employee concerned become entitle to the said quantum of allowances in the revised scale.

In case any employee reaches the maximum of the revised scale prior to the date of expiry of the present Settlement, he will be granted prior to the date of expiry of the present Settlement, he will be granted one stagnation increment on the date of his annual increment.

3. Date of Increment:

3.1 The date of increment of the employees will continue to be 1st April and 1st. October, as at present, i.e. employees whose formal date of increment falls between 1st April and 30th September shall draw their annual increment on 1st April each year and employees whose normal date of increment falls between 1st October and 31st March of the next year shall draw their annual increment on 1st October.

3.2 Cases may occur where two employees drawing pay at two consecutive stages in the existing scale, are fitted at the same stage as a result of fixation of pay in the revised scale and the employee drawing lesser pay in the existing scale draw his next increment on October 1, 1979, as against the other drawing his next increment on April 1, 1980. An anomaly will result in such cases on October 1, 1979, as the former will start drawing more pay than the latter. In order to deal with such a contingency, wherever employees drawing pay in the existing scale at two consecutive stages are fitted in the revised scale at the same stage, the employee drawing higher pay in the existing scale will earn his next increment on October 1, 1979, irrespective of whether his due date of next increment was October 1, 1979 or April 1, 1980.

3.3 Other terms and conditions for grant of increment shall continue to be the same as are laid down in the ONGC (Pay and Allowances) Regulations—1972.

4. Dearness Allowance :

Unions demanded full neutralisation of the rise of cost of living. Some Unions also demanded restoration of the Central Government rate of Dearness Allowance if higher in place of the current rate of Rs. 1.30 per point. The Unions stated that they would continue to press for full neutralisation.

The Management representatives did not agree to increase the rate beyond Rs. 1.30 per point as at present.

It is agreed that the neutralisation formula for calculating the variable DA will continue to be Rs 1.30 per point as at present. The revised pay scale will continue to be linked with 200 points C.P.I. and accordingly the Variable Dearness Allowance will be paid on the points beyond 200 points C.P.I.

However, the revised rates of DA neutralisation would be settled in negotiations between the management and the Unions if any change in the neutralisation formula for DA is agreed to for Public Sector Enterprises which are currently having DA neutralisation at Rs 1.30 per point* rise or fall in the all India Consumer Price Index.

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 C.P.I. for the preceding quarters April-June, July-September, October-December and January-March respectively.

In determining the average price indices, decimals below 0.5 shall be ignored and decimals of 0.5 and above shall be rounded off to the next higher integer.

5. Drilling Allowance :

This allowance shall be payable to the employees posted in the projects.

This allowances shall be paid at the following rates:

<i>Pay Range</i>	<i>Normal rates of drilling allowance per month</i>	<i>Rates of drilling allowance for Assam, Tripura and drill-sites in Sand-dune areas per month.</i>
1	2	3
Upto Rs. 599/	15%	22½%
Rs. 600-699/-	Rs. 100/-	Rs. 150/-
Rs. 700-1499/-	Rs. 125/-	Rs. 187.50
Rs. 1450-1750/-	Rs. 150/-	Rs. 225/-

All other terms and conditions shall be the same as are existing at present for payment of drilling allowance.

6. *Operational Allowance :*

This allowance shall be payable only to such of the employees who are engaged in operational activities, in consideration of the arduous and/or hazardous nature of work performed, including the extra time involved in travelling to and from the duty points of such employees.

The employees entitled to draw Operational Allowance shall be limited to those included in the operational crew in the drilling or production rigs, as also the personnel working in the production installations.

The terms and conditions regulating payment of Operational Allowance will be issued separately after consultation with the Unions. The following will, however, constitute the basic conditions to qualify an employee for drawal of Operational allowance:

(i) the place of duty shall be in the field i.e. in the open and should not be located in any office/workshop or storage sheds;

(ii) the employee must work for a minimum period of 80% of the working days in the field; those working in the field for less than 80% of the working days in any calendar month, will not be eligible to draw Operational Allowance for that month;

(iii) the employee must work in shift, i.e. either in three shifts or in the general shift.

NOTE: Categories of persons who normally visit work-sites, howsoever frequently, will not be entitled to Operational Allowance.

(iv) employees while on leave of any kind will not be entitled to draw Operational Allowance for the period of such leave.

Operational Allowance will be payable to the eligible employees in addition to Drilling Allowance. The Operational Allowance will be payable at 5% of basic pay.

Employees eligible to Hard Duty Allowance will not be entitled to draw Operational Allowance.

7. Remote Locality Allowance :

It has been agreed in principle that in consideration of extremely difficult conditions prevailing at certain operational areas a "Remote Locality Allowance" may be paid.

Orders regulating the terms and conditions and rates for payment of "Remote Locality Allowance" shall be issued separately after consultation with the Unions.

8. Other Allowances :

Education Allowance:

With effect from December 1, 1979, there will be only one education assistance scheme, uniformly applicable to all employees of the Commission. This will be the "ONGC Education Assistance Scheme" introduced under Secretariat's Office Memorandum No. 18(2)/68-Reg. dated November 27, 1968. The other scheme introduced under O.M. No. 18(11)/76-Reg. dated April 7, 1976 shall stand withdrawn.

The limits for the re-imbusement of tuition fee, payable and actually paid by an employee, for education of his children in India are enhanced to Rs. 30/- per month per child subject to a ceiling of Rs. 90/- per month per employee.

Within the ceiling limits mentioned above i.e. Rs. 30/- per month per child and Rs. 90/- per month per employee, the

fixed amounts per child for books and stationery reimbursible under the scheme shall be modified as under:—

- i) Upto IV Standard : Rs. 40/- per annum.
- ii) From V Standard to VIII Standard : Rs. 55/- -do-
- iii) From IX Standard to X Standard in a school upto Xth Standard and in a school under Higher Secondary System upto XIIth Standard : Rs. 70/- -do-

All other conditions shall remain unaltered.

Field Establishment Allowance:

The current orders on Field Establishment Allowance envisage payment of the allowance to employees on the basis of their designations and not on the pay drawn.

It has been agreed that rates of Field Establishment Allowance should be linked with pay slabs. Orders in this regard will be issued separately after consultation with the Unions.

Tea Allowance:

It has been agreed that with effect from December 1, 1979, the rate of tea allowance shall be enhanced from 40 paise, to 50 paise, the terms and conditions regulating payment of the allowance remaining unaltered otherwise.

Washing Allowance:

It has been agreed that with effect from December 1, 1979, the rate of washing allowance shall be enhanced from Rs. 6/- to Rs. 10/- per month; the terms and conditions regulating payment of washing allowance remaining unaltered otherwise.

Transport Subsidy/Reimbursement of Conveyance Expenditure:

It has been agreed that rates of Transport subsidy and reimbursement of conveyance expenditure shall be enhanced as under:

- (a) Transport Subsidy to employees : From Rs. 10/- per month to Rs. 12.50 per month, whose basic pay does not exceed Rs. 750/- p.m.

(b) Reimbursement of conveyance expenditure to Class III employees.

- i) 'A' Class Cities : From Rs. 40/- per month to Rs. 50/- per month.
- ii) All other places : From Rs. 30.00 per month to Rs. 37.50 per month.

All other terms and conditions regulating drawal of these shall remain unaltered.

9. PAYMENT OF ARREARS:

The arrears due to the employees under this Settlement, on account of pay, drilling allowance, hard duty allowance in Bombay Offshore Project, Transport subsidy/reimbursement of conveyance expenditure and operational allowance shall be paid within a period of 60 days from the date of this Settlement. Arrears so payable shall be reckoned for House Rent Allowance and Provident Fund only and shall not be reckoned for any purpose including recovery of house rent.

10. REMOVAL OF PAY REVISION ANOMALIES:

All cases of anomalies arising out of the Memorandum of Settlement—1976, dated September 25, 1976, will be resolved before fixation of pay under this Memorandum of Settlement.

11. APPLICABILITY :

This Settlement shall apply to all categories of regular employees, employed in any of the existing scales of pay mentioned in Annexure 'A'.

Those employees who have ceased to be in the service of the Oil & Natural Gas Commission on any date after April 1, 1979, shall be paid arrears, if any, admissible to them on account of this Settlement upto the date of their separation from service in the Commission.

Fresh entrants joining the service of the Commission on April 1, 1979, or thereafter shall be deemed to have been appointed in the revised scale with effect from the date of ap-

pointment. 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, in such a manner that there is no decrease in pay.

12. *PERIOD OF SETTLEMENT :*

This Settlement shall be in force for a period of 4 years from April 1, 1979, to March 31 1983.

This Settlement shall be effective from April 1, 1979 in so far as the revision of pay scales including fitment therein, Dearness Allowance, Drilling Allowance, Hard Duty Allowance in Bombay Offshore Project, Operational Allowance and Transport Subsidy/Reimbursement of Conveyance Expenditure are concerned.

It shall be open to the Unions to submit fresh charter of demands, which may be received from the Unions within the time stipulated in clause above. No demand which relates to the period covered by the present Settlement shall, however, be entertained.

13. *HARMONIOUS INDUSTRIAL RELATIONS AND PRODUCTIVITY :*

This Settlement is in full and final settlement of all the demands relating to revision of pay, allowances and special pay of the employees including introduction of new allowances and special pay.

The Commission and the Unions agree that during the validity of this Settlement:

- (a) no demand will be made in respect of matters covered by this Memorandum of Settlement;
- (b) disputes, if any, concerning other matters will be resolved through mutual negotiations;
- (c) the Unions shall not engage in any form of strike, stoppage or slow-down of work without resort to negotiations.
- (d) no unilateral decisions shall be taken by any of the parties in respect of matters other than Management matters which directly affect the interests of employees.

The Commission and the Unions also agree to cooperate in:

- i) minimising overtime; and
- ii) creating healthy climate for industrial relations,, pro-

moting efficiency all around and making every effort to increase productivity.

14. IMPLEMENTATION/INTERPRETATION OF SETTLEMENTS :

The Commission and the Unions agree to abide by this Settlement faithfully, in a spirit of goodwill.

In case of any dispute regarding implementation of this Settlement or interpretation of any of its provisions, both parties shall resolve their difference through mutual negotiation.

ANNEXURE—'A'

PAY SCALES EFFECTIVE FROM APRIL 1, 1979:

Sl. No.	Existing Scales	Span	Sl. No.	Revised Scales (Span)
1	2	3	4	5
	Rs.			Rs.
1.	230-5-290-6-308	15	1.	290-6-320-8-400 (15)
2.	240-5-290-6-320-8-376	22	2.	300-8-396-10-476-12-500 (22)
3.	255-5-290-6-320-8-392	21	3.	315-8-379-10-469-12-517 (21)
4.	310-6-328-8-400-10-480-12-492	21	4.	370-10-460-12-520-15-580-20-640 (21)
5.	360-10-480-12-540-15-600-20-640	23	}	5. 430-12-490-15-580-20-780-25-880 (25)
6.	370-10-480-12-540-15-600-20-700	25		
7.	350-10-480-12-540-15-570	20	6.	410-10-430-12-490-15-580-20-720 (20)
8.	380-10-480-12-540-15-600	19	7.	440-12-488-15-578-20-758 (19)
9.	420-10-480-12-540-15-600-20-660	18	8.	480-15-570-20-770-25-820 (18)
10.	460-10-480-12-540-15-600-20-720	17	}	9. 530-15-560-20-760-25-1060 (24)
11.	470-10-480-12-540-15-600-20-880	24		
12.	535-15-580-20-720-20-960	22	10.	595-20-755-25-930-30-1140 (22)

Annexures B-1 to B-12

Existing Scale; Rs. 230-5-290-6-308 (15)

Revised Scale: Rs. 290-6-320-8-400 (15)

<i>Stage</i>	<i>Existing Pay</i>	<i>Fitment Benefit</i>	<i>Total (2+3)</i>	<i>Stage in revised scale</i>	<i>Pay fixed at</i>	<i>Actual Benefit</i>
1	2	3	4	5	6	7
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs:
1	230	65	295	290	296	66
2	235	65	300	296	302	67
3	240	65	305	302	308	68
4	245	65	310	308	314	69
5	250	65	315	314	320	70
6	255	65	320	320	320	65
7	260	65	325	328	328	68
8	265	65	330	336	336	71
9	270	65	335	344	336	66
10	275	65	340	352	344	69
11	280	65	345	360	352	72
12	285	65	350	368	352	67
13	290	66	356	376	360	70
14	296	66	362	384	368	72
15	302	66	368	392	368	66
16	308	66	374	400	376	68

Existing Scale: Rs. 240-5-290-6-320-8-376 (22)

Revised Scale: 300-8-396-10-476-12-500 (22)

<i>Stage</i>	<i>Existing Pay</i>	<i>Fitment Benefit</i>	<i>Total (2+3)</i>	<i>Stage in revised scale</i>	<i>Pay fixed at</i>	<i>Actual Benefit</i>
1	2	3	4	5	6	7
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
1	240	65	305	300	308	68
2	245	65	310	308	316	71
3	250	65	315	316	316	66
4	255	65	320	324	324	69
5	260	65	325	332	332	72
6	265	65	330	340	332	67
7	270	65	335	348	340	70
8	275	65	340	356	340	65
9	280	65	345	364	348	68
10	285	65	350	372	356	71
11	290	66	356	380	356	66
12	296	66	362	388	364	68
13	302	66	368	396	372	70
14	308	66	374	406	380	72
15	314	66	380	416	380	66
16	320	68	388	426	388	68
17	328	68	396	436	396	68
18	336	68	404	446	406	70
19	344	68	412	456	416	72
20	352	68	420	466	426	74
21	360	68	428	476	436	76
22	368	68	436	488	436	68
23	376	68	444	500	446	70

Existing Scale: Rs. 255-5-290-6-320-8-392 (21)
 Revised Scale: Rs. 315-8-379-10-469-12-517 (21)

<i>Stage</i>	<i>Existing Pay</i>	<i>Fitment Benefit</i>	<i>Total (2+3)</i>	<i>Stage in revised scale</i>	<i>Pay fixed at</i>	<i>Actual Benefit</i>
1	2	3	4	5	6	7
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
1	255	65	320	315	323	68
2	260	65	325	323	331	71
3	265	65	330	331	331	66
4	270	65	335	339	339	69
5	275	65	340	347	347	72
6	280	65	345	355	347	67
7	285	65	350	363	355	70
8	290	66	356	371	363	73
9	296	66	362	379	363	67
10	302	66	368	389	371	69
11	308	66	374	399	379	71
12	314	66	380	409	389	75
13	320	68	388	419	389	69
14	328	68	396	429	399	71
15	336	68	404	439	409	73
16	344	68	412	449	419	75
17	352	68	420	459	429	77
18	360	68	428	469	429	69
19	368	68	436	481	439	71
20	376	68	444	493	449	73
21	384	68	452	505	459	75
22	392	68	460	517	469	77

Existing Scale: 310-6-328-8-400-10-480-12-492 (21)
 Revised Scale: Rs. 370-10-460-12-520-15-580-20-640 (21)

<i>Stage</i>	<i>Existing Pay</i>	<i>Fitment Benefit</i>	<i>Total (2+3)</i>	<i>Stage in revised scale</i>	<i>Pay fixed at</i>	<i>Actual Benefit</i>
1	2	3	4	5	6	7
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.:
1	310	66	376	370	380	70
2	316	66	382	380	390	74
3	322	66	388	390	390	68
4	328	68	396	400	400	72
5	336	68	404	410	410	74
6	344	68	412	420	420	76
7	352	68	420	430	420	68
8	360	68	428	440	430	70
9	368	68	436	450	440	72
10	376	68	444	460	450	74
11	384	68	452	472	460	76
12	392	68	460	484	460	68
13	400	70	470	496	472	72
14	410	70	480	508	484	74
15	420	70	490	520	496	76
16	430	70	500	535	508	78
17	440	70	510	550	520	80
18	450	70	520	565	520	70
19	460	70	530	580	535	75
20	470	70	540	600	550	80
21	480	72	552	620	565	85
22	492	72	564	640	565	73

Existing Scale: Rs. 360-10-480-12-540-15-600-20-640 (23)

Revised Scale: Rs. 430-12-490-15-580-20-780-25-880 (25)

<i>Stage</i>	<i>Existing Pay</i>	<i>Fitment Benefit</i>	<i>Total (2+3)</i>	<i>Stage in revised scale</i>	<i>Pay fixed at</i>	<i>Actual Benefit</i>
1	2	3	4	5	6	7
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs:
1	360	70	430	430	430	70
2	370	70	440	442	442	72
3	380	70	450	454	454	74
4	390	70	460	466	466	76
5	400	70	470	478	478	78
6	410	70	480	490	490	80
7	420	70	490	505	490	70
8	430	70	500	520	505	75
9	440	70	510	535	520	80
10	450	70	520	550	520	70
11	460	70	530	565	535	75
12	470	70	540	580	550	80
13	480	72	552	600	565	85
14	492	72	564	620	565	73
15	504	72	576	640	580	76
16	516	72	588	660	600	84
17	528	72	600	680	600	72
18	540	75	615	700	620	80
19	555	75	630	720	640	85
20	570	75	645	740	660	90
21	585	75	660	760	660	75
22	600	80	680	780	680	80
23	620	80	700	805	700	80
24	640	80	720	830	720	80

Existing Scale: Rs. 370-10-480-12-540-15-600-20-700 (25)

Revised Scale: Rs. 430-12-490-15-580-20-780-25-880 (25)

<i>Stage</i>	<i>Existing Pay</i>	<i>Fitment Benefit</i>	<i>Total (2+3)</i>	<i>Stage in revised scale</i>	<i>Pay fixed at</i>	<i>Actual Benefit</i>
1	2	3	4	5	6	7
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs:
1	370	70	440	430	442	72
2	380	70	450	442	454	74
3	390	70	460	454	466	76
4	400	70	470	466	478	78
5	410	70	480	478	490	80
6	420	70	490	490	490	70
7	430	70	500	505	505	75
8	440	70	510	520	520	80
9	450	70	520	535	520	70
10	460	70	530	550	535	75
11	470	70	540	565	550	80
12	480	72	552	580	565	85
13	492	72	564	600	565	73
14	504	72	576	620	580	76
15	516	72	588	640	600	84
16	528	72	600	660	600	72
17	540	75	615	680	620	80
18	555	75	630	700	640	85
19	570	75	645	720	660	90
20	585	75	660	740	660	75
21	600	80	680	760	680	80
22	620	80	700	780	700	80
23	640	80	720	805	720	80
24	660	80	740	830	740	80
25	680	80	760	855	760	80
26	700	80	780	880	780	80

Existing Scale: Rs. 350-10-480-12-540-15-570 (20)

Revised Scale: Rs. 410-10-430-12-490-15-580-20-720 (20)

<i>Stage</i>	<i>Existing Pay</i>	<i>Fitment Benefit</i>	<i>Total (2+3)</i>	<i>Stage in revised scale</i>	<i>Pay fixed at</i>	<i>Actual Benefit</i>
1	2	3	4	5	6	7
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
1	350	70	420	410	420	70
2	360	70	430	420	430	70
3	370	70	440	430	442	72
4	380	70	450	442	454	74
5	390	70	460	454	466	76
6	400	70	470	466	478	78
7	410	70	480	478	490	80
8	420	70	490	490	490	70
9	430	70	500	505	505	75
10	440	70	510	520	520	80
11	450	70	520	535	520	70
12	460	70	530	550	535	75
13	470	70	540	565	550	80
14	480	72	552	580	565	85
15	492	72	564	600	565	73
16	504	72	576	620	580	76
17	516	72	588	640	600	84
18	528	72	600	660	600	72
19	540	75	615	680	620	80
20	555	75	630	700	640	85
21	570	75	645	720	660	90

Existing Scale: Rs. 380-10-480-12-540-15 600 (19)

Revised Scale: Rs. 440-12-488-15-578-20-758 (19)

<i>Stage</i>	<i>Existing Pay</i>	<i>Fitment Benefit</i>	<i>Total (2+3)</i>	<i>Stage in revised scale</i>	<i>Pay fixed at</i>	<i>Actual Benefit</i>
1	2	3	4	5	6	7
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.:
1	380	70	450	440	452	72
2	390	70	460	452	464	74
3	400	70	470	464	476	76
4	410	70	480	476	488	78
5	420	70	490	488	503	83
6	430	70	500	503	503	73
7	440	70	510	518	518	78
8	450	70	520	533	533	83
9	460	70	530	548	533	73
10	470	70	540	563	548	78
11	480	72	552	578	563	83
12	492	72	564	598	578	86
13	504	72	576	618	578	74
14	516	72	588	638	598	82
15	528	72	600	658	618	90
16	540	75	615	678	618	78
17	555	75	630	698	638	83
18	570	75	645	718	658	88
19	585	75	660	738	678	93
20	600	75	675	758	678	78

Existing Scale: Rs. 420-10-480-12-540-15-600-20-660 (18)

Revised Scale: Rs. 480-15-570-20-770-25-820 (18)

<i>Stage</i>	<i>Existing Pay</i>	<i>Fitment Benefit</i>	<i>Total (2+3)</i>	<i>Stage in revised scale</i>	<i>Pay fixed at</i>	<i>Actual Benefit</i>
1	2	3	4	5	6	7
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
1	420	70	490	480	495	75
2	430	70	500	495	510	80
3	440	70	510	510	510	70
4	450	70	520	525	525	75
5	460	70	530	540	540	80
6	470	70	540	555	540	70
7	480	72	552	570	555	75
8	492	72	564	590	570	78
9	504	72	576	610	590	86
10	516	72	588	630	590	74
11	528	72	600	650	610	82
12	540	75	615	670	630	90
13	555	75	630	690	630	75
14	570	75	645	710	650	80
15	585	75	660	730	670	85
16	600	80	680	750	690	90
17	620	80	700	770	710	90
18	640	80	720	795	730	90
19	660	80	740	820	750	90

Existing Scale: Rs. 460-10-480-12-540-15-600-20-720 (17)

Revised Scale: Rs. 530-15-560-20-760-25-1060 (24)

<i>Stage</i>	<i>Existing Pay</i>	<i>Fitment Benefit</i>	<i>Total (2+3)</i>	<i>Stage in revised scale</i>	<i>Pay fixed at</i>	<i>Actual Benefit</i>
1	2	3	4	5	6	7
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
1	460	70	530	530	530	70
2	470	70	540	545	545	75
3	480	72	552	560	560	80
4	492	72	564	580	580	88
5	504	72	576	600	580	76
6	516	72	588	620	600	84
7	528	72	600	640	600	72
8	540	75	615	660	620	80
9	555	75	630	680	640	85
10	570	75	645	700	660	90
11	585	75	660	720	660	75
12	600	80	680	740	680	80
13	620	80	700	760	700	80
14	640	80	720	785	720	80
15	660	80	740	810	740	80
16	680	80	760	835	760	80
17	700	80	780	860	785	85
18	720	80	800	885	810	90

Existing Scale: Rs. 470-10-480-12-540-15-600-20-880 (24)

Revised Scale: Rs. 530-15-560-20-760-25-1060 (24)

<i>Stage</i>	<i>Existing Pay</i>	<i>Fitment Benefit</i>	<i>Total (2+3)</i>	<i>Stage in revised scale</i>	<i>Pay fixed at</i>	<i>Actual Benefit</i>
1	2	3	4	5	6	7
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.:
1	470	70	540	530	545	75
2	480	72	552	545	560	80
3	492	72	564	560	580	88
4	504	72	576	580	580	76
5	516	72	588	600	600	84
6	528	72	600	620	600	72
7	540	75	615	640	620	80
8	555	75	630	660	640	85
9	570	75	645	680	660	90
10	585	75	660	700	660	75
11	600	80	680	720	680	80
12	620	80	700	740	700	80
13	640	80	720	760	720	80
14	660	80	740	785	740	80
15	680	80	760	810	760	80
16	700	80	780	835	785	85
17	720	80	800	860	810	90
18	740	80	820	885	835	95
19	760	80	840	910	860	100
20	780	80	860	935	860	80
21	800	80	880	960	885	85
22	820	80	900	985	910	90
23	840	80	920	1010	935	95
24	860	80	940	1035	960	100
25	880	80	960	1060	960	80

Existing Scale: Rs. 535-15-580-20-720-20-960 (22)

Revised Scale: Rs. 595-20-755-25-930-30-1140 (22)

<i>Stage</i>	<i>Existing Pay</i>	<i>Fitment Benefit</i>	<i>Total (2+3)</i>	<i>Stage in revised scale</i>	<i>Pay fixed at</i>	<i>Actual Benefit</i>
1	2	3	4	5	6	7
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
1	535	75	610	595	615	80
2	550	75	625	615	635	85
3	565	75	640	635	655	90
4	580	80	660	655	675	95
5	600	80	680	675	695	95
6	620	80	700	695	715	95
7	640	80	720	715	735	95
8	660	80	740	735	755	95
9	680	80	760	755	780	100
10	700	80	780	780	780	80
11	720	80	800	805	805	85
12	740	80	820	830	830	90
13	760	80	840	855	855	95
14	780	80	860	880	880	100
15	800	80	880	905	880	80
16	820	80	900	930	905	85
17	840	80	920	960	930	90
18	860	80	940	990	960	100
19	880	80	960	1020	960	80
20	900	80	980	1050	990	90
21	920	80	1000	1080	1020	100
22	940	80	1020	1110	1020	80
23	960	80	1040	1140	1050	90

INDIAN OIL
MEMORANDUM OF SETTLEMENT

(Under Section 18(1) of the Industrial Disputes Act, 1947)

Representing the parties:

EMPLOYER

Indian Oil Corporation Limited (Refineries & Pipelines Divn.), Indianoil Bhavan, Janpath, New Delhi-110001.

Shri K. L. Goel, Financial Controller

Shri V. P. Baliga, Chief Personnel Manager.

Shri R. Sharan, Sr. Personnel Manager, Headquarters.

Assisted by:

1. Shri N. K. Prasad, Sr. Personnel & Admn. Manager, Barauni Refinery.
2. Shri R. K. Gupta, Sr. Personnel & Admn. Manager, Headquarters. Pipelines.
3. Shri V. S. Jain, Dy. Financial Controller, Headquarters.
4. Shri R. K. Dang, Sr. Personnel Officer, Headquarters.
5. Shri S. Jamal Hussain, Personnel Officer. Headquarters.

WORKMEN

All India Petroleum Workers' Federation:

Shri Y. D. Sharma, General Secretary.

Barauni Telshodhak Mazdoor Union, Barauni Refinery,
Barauni:

Shri Ram Sagar Sinha, Vice-President.

Shri N. M. Prasad, Dy. General Secretary.

Shri J. N. Singh, Secretary (Disputes).

Shri T. V. Pushpanathan, Executive Member.

Indian Oil Corporation Mazdoor Union, Gauhati G-S Pipe-
line, Gauhati:

Shri A. M. Barman, General Secretary.

Shri U. C. Haloi, Secretary.

Indian Oil Corporation Pipelines Workers Union, Barauni:
Shri C. M. Singh, President.
Shri K. P. Yadav, General Secretary.
Shri K. N. Jha, Secretary (Legal).
Petroleum Employees Union, K-A Pipelines, Jawaharnagar:
Shri D. P. Sawant, General Secretary.
Shri S. D. Choudhary, Joint Secretary.

The Settlement reached in April, 1975 between the Management of Indian Oil Corporation Limited (Refineries & Pipelines Division), Chairman's Office, New Delhi, and Research & Development Centre and the recognised Unions operating in the various establishments in the Division, Chairman's Office-New Delhi, including Research & Development Centre, expired in April, 1978. Pursuant to the presentation of Charters of Demands by the recognised Unions, a series of meetings took place between the Management of Indian Oil Corporation Limited (Refineries & Pipelines Division), hereinafter called the "Corporation" and the recognised Unions viz. Barauni Telshodhak Mazdoor Union, Barauni, IOC Mazdoor Union, Gauhati, IOC Pipelines Workers Union, Barauni and Petroleum Employees Union, Jawaharnagar, hereinafter called the "Unions". As a result of the discussions held between the parties, the following Settlement has been mutually arrived at:

TERMS OF SETTLEMENT

1. *Applicability* :

This Settlement will apply to all categories of "workman" 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 the Settlement.

Those of the workmen who ceased to be in service during the period from the day after the date of expiry of the Long Term Settlement signed in April, 1975 and the date of signing of this Settlement will be paid amounts that would have been due to them upto the date of separation from service.

Workmen appointed after the date of signing of this Settle-

ment will also be covered by the provisions of the Settlement but the Fitment Tables in Annexure 'C' will not apply to them.

2. *Period of Settlement :*

This Settlement will be in force for a period of four years from the date of expiry of the previous Long Term Settlement of 1975 i.e. upto 25th April, 1982.

This Settlement shall be effective from the day after the date of expiry of the Long Term Settlement signed in April, 1975 so far as the revision of Pay Scales, Dearness Allowance and House Rent Subsidy is concerned. Other provisions will be effective from 9th August, 1979.

It will be open to the Unions to submit fresh Charters of Demands, if any, but not earlier than six months before the expiry of this Settlement.

The Corporation agrees to consider and start negotiations on the demands which may be received from the Unions, if they are received within the time stipulated above. However, no demand which relates to the period covered by this Settlement shall be entertained.

3. *Scales of Pay :*

The revised scales of pay as per Annexure 'A' are in replacement of the existing ones.

The fitment of pay of existing workmen in the revised scales of pay shall be as per Annexure 'C'.

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 'C' Basic Pay at two different stages in the existing pay scales in certain cases is fitted at the same stage in the corresponding revised pay scales. If in such cases the normal date of annual increment of a workman employed at the same establishment 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 scale.

The date of annual increment so advanced shall thereafter be the normal date of annual increment.

Pay of workmen who were promoted between the dates of 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 at the same establishment 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.

Special Pay, if any, drawn by a workman shall not be affected by this Settlement and will continue to be paid as such. Personal Pay, if any, shown in the Fitment Tables will not be adjusted against future increments in pay.

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 houses in the townships of the Corporation.

4. *Dearness Allowance :*

Rates of Fixed Dearness Allowance will be as in Annexure 'B'. The Fixed Dearness Allowance rates are linked to All India Working Class Consumer Price Index Number 301 (Simla Series with Base Year 1960=100, hereinafter known as "CPI").

In addition to the Fixed Dearness Allowance mentioned in clause above, there shall be Variable Dearness Allowance linked to CPI and its escalation or de-escalation will be as per clause below.

For any increase or decrease in the quarterly average of CPI by 3 (three) full points, Variable Dearness Allowance will be increased or 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 a calendar year. (Illustrative examples of variations are given in Annexure 'D').

If the CPI falls below 301, there will be no reduction in the quantum of Fixed Dearness Allowance shown in Annexure 'B'.

5. OTHER ALLOWANCES:

House Rent Allowance

Subject to the existing House Rent Allowance Rules, the limit for payment of House Rent Allowance without production of rent receipt will be enhanced as follows :

<i>Class of City</i>	<i>Monthly Limit</i>
'A'	Rs. 150.00
'B-1'	Rs. 125.00
'B-2' & 'C'	Rs. 90.00

House Rent Subsidy:

Workmen living in villages in the vicinity of Refineries or Pipelines Establishments or Pumping Stations and those living in Begusarai or Mokameh will be entitled to House Rent Subsidy at the rates shown below or 7% of their Basic Pay, whichever is higher, subject to a maximum of Rs. 70/- per month.

<i>Revised Pay Scale</i>	<i>Monthly rate of Subsidy</i>	
	<i>For villages</i>	<i>For Begusarai/ Mokameh</i>
(Rs.)	(Rs.)	(Rs.)
275-453)		
285-485)	35	40
330-561)		
360-624)		
395-756)		
450-877)	45	50
495-1033)		
555-1237)		

The above subsidy rates for Begusarai/Mokameh shall also apply to workmen of Pipelines living within the Municipal limits of Towns other than Baroda and Gauhati.

House Rent Receipts are not required to be produced by workmen for claiming House Rent Subsidy under clauses above.

Workmen receiving House Rent Subsidy in accordance with the clause of the Long Term Settlement of April, 1975 will not be required to produce house rent receipts for claiming House Rent Subsidy not exceeding Rs. 90/- per month.

Shift Allowance :

The rate of Shift Allowance will be increased from Rs. 1.25 per shift to Rs. 1.50 per shift.

Washing Allowance :

Workmen who are provided with uniforms, Boiler Suits or Aprons shall be paid Washing Allowance @ Rs 12/- per month instead of Rs 10/- per month This Allowance will be payable only to those who wear uniforms/Boiler Suits/Aprons during duty hours.

Travelling Allowance :

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

<i>Basic Pay Range</i>	<i>Entitlement for travel by rail</i>
Rs. 475/- and above	First Class
Below Rs. 475/-	Second Class

Daily Allowance :

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

<i>Basic Pay Range</i>	<i>Rate of Daily Allowance</i>	
	<i>'A' Class Cities</i>	<i>Others</i>
(Rs.)		
595/- and above	40/-	30/-
335/- and above but less than 595/-	30/-	25/-
Below 335/-	20/-	17/-

Transfer Settling Allowance :

In case of transfer from one station to another workmen will be entitled to Transfer Settling Allowance at the rate of 45 days' Basic Pay subject to a minimum of Rs. 500/- and a maximum of Rs. 750/-.

Cash Handling Allowance :

Payment of Cash Handling Allowance will be rationalised.

Patrolling Allowance :

Subject to the existing rules and regulations Patrolling Allowance paid to workmen in the Pipelines will be increased from Rs. 125/- per month to Rs. 150/- per month.

Heavy Equipment Allowance :

Heavy Equipment Allowance paid at the rate of Rs. 10/- per day to the Drivers in the Pipelines for operating Heavy Equipments will be increased to Rs. 15/- per day.

6. FREE TEA :

In lieu of free tea, the Management agrees to make the following monthly payments :

Rs. 15/- against the present rate of Rs. 8/- per month at places where subsidised canteen facilities are made available.

Rs. 19/- as against the present rate of Rs. 10/- per month at places where no subsidised canteen facilities are made available.

7. LEAVE :

Workmen will be allowed to encash Earned Leave as under :

*Period of E.L. to be
availed at a time
for encashment*

*Earned Leave which
may be encashed*

10 days or more	10, 20 or 30 days
15 days or more	10, 15, 20, 30 or 45 days
20 days or more	10, 15, 20, 30, 40, 45 or 60 days
30 days or more	10, 15, 20, 30, 40, 45, 50, 60, 75, 80 or 90 days

In case of urgent need, teachers will be permitted to take Casual Leave upto their entitlement of 10 days at a time.

8. *ADVANCES :*

Festival Advance :

The amount of Festival Advance shall be increased to Rs. 180/- recoverable in six monthly instalments. Subject to other conditions all workmen will be eligible for this Advance.

9. *UNIFORMS :*

Safety Shoes :

Such of the Workmen who are entitled for the issue of Safety Shoes on the basis of the nature of their job at 50% of the cost, shall henceforth be supplied the same free of cost, once a year.

The management shall adopt the norms of All India Institute of Medical Sciences or Central Government Health Scheme Hospitals whichever is better for providing uniforms to the Sister-in-charge/Sisters/Nurses in Refinery Hospitals in lieu of payment for uniforms.

10. *HOLIDAY HOMES :*

Two Holiday Homes will be set up by the Corporation (Refineries & Pipelines Division) for its workmen as early as possible.

11. *DATE OF RETIREMENT :*

Workmen will retire from the service of the Corporation on the last day of the month in which they attain the age of superannuation.

12. EMPLOYMENT TO DEPENDANTS :

In case of death of permanent total disablement of a workman during service, one of the dependants i.e. wife, son or unmarried daughter will be provided with a job by the Corporation on compassionate grounds within one year commensurate with the qualifications and experience provided he/she is otherwise eligible for employment. If there is no regular vacancy, a supernumerary post will be created to be adjusted as soon as a regular vacancy occurs. Detailed procedure in this regard will be laid down by the Corporation.

Subject to a dependent son/unmarried daughter of a retired workman meeting the job specifications and other things being found equal by the Selection Committee he/she will be given preference in employment in the Corporation against a regular vacancy to be filled as per the Recruitment Procedure.

13. ARREARS :

Arrears due to workmen in terms of the revised pay, Dearness Allowance and House Rent Subsidy will 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 for arrears of Provident Fund (which is calculated on Special Allowance also), Overtime, House Rent Allowance, Special Allowance, City Compensatory Allowance and bonus and recovery of House Rent. In respect of those workmen who joined service after the expiry of the last Settlement arrears shall be computed from the date of their joining.

14. FACILITIES FOR TRADE UNIONS :

Workmen who are representatives of a recognised Union will be allowed to travel by First Class (rail) when called for a meeting by the Management. They will be entitled to draw Daily Allowance at the rate of Rs. 30/- per day for 'A' Class cities and Rs. 25/- per day for other places or as per their normal entitlement as employees of the Corporation whichever is higher, subject to the conditions in the Traveling Allowance Rules.

15. The Corporation 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.

16. 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 bonus, 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.

**17. HARMONIOUS INDUSTRIAL RELATIONS
& PRODUCTIVITY :**

The Corporation and the Unions agree to cooperate in creating healthy climate of industrial relations and in promoting efficiency and productivity. The Unions and the Management agree to cooperate in minimising overtime to the extent possible.

**18. 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 difference through mutual discussion failing which they will resort to the machinery prescribed under the Industrial Disputes Act, 1947.
New Delhi, Dated December 3, 1979.

ANNEXURE 'A'

SCALES OF PAY

<i>Existing</i>	<i>Revised</i>
I. Rs. 180-5-235-6-277	Rs. 275-8-363-9-453
II. Rs. 190-6-238-7-308	Rs. 285-8-365-10-485
III. Rs. 215-8-295-9-376	Rs. 330-10-440-11-561
IV. Rs. 245-9-308-11-440	Rs. 360-11-481-13-624
V. Rs. 300-11-388-14-570	Rs. 395-14-535-17-756
VI. 355-14-467-18-683	Rs. 450-17-637-20-877
VII. Rs. 400-18-562-24-826	Rs. 495-20-695-26-1033
VIII. Rs. 460-25-760-30-820- 35-995	Rs. 555-27-825-33-957- 40-1237

ANNEXURE 'B'

REVISED RATES OF FIXED DEARNESS ALLOWANCE

<i>Pay Range</i>	<i>Fixed Dearness Allowance</i>		
(Rs.)	(Rs.)	(Rs.)	(Rs.)
Upto 354	140	413-420	215
355-360	160	421-428	225
361-374	185	429-450	230
375-385	190	451-460	240
386-394	195	461-475	245
395-405	200	476-660	260
406-412	205	661 and above	270

ANNEXURE 'C'—I

FITMENT TABLE

Existing Pay Scale: Rs. 180 5-235-6-277

Revised Pay Scale: Rs. 275-8-363-9-453

<i>Basic Pay in existing Pay Scale</i>	<i>Stage for Fitment in Revised Pay Scale</i>	<i>Amount of Personal Pay</i>	<i>Basic Pay in existing Pay Scale</i>	<i>Stage for Fitment in Revised Pay Scale</i>	<i>Amount of Personal Pay</i>
(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)
180	339	1	230	390	—
185	339	6	235	390	5
190	347	3	241	399	2
195	355	—	247	399	8
200	355	5	253	408	5
205	363	2	259	417	2
210	363	7	265	417	8
215	372	3	271	426	5
220	372	8	277	435	2
225	381	4			

FITMENT TABLE

Existing Pay Scale: Rs. 190-6-238-7-308

Revised Pay Scale: Rs. 285-8-365-10-485

	<i>Basic Pay in existing Pay Scale</i>	<i>Stage for Fitment in Revised Pay Scale</i>	<i>Amount of Personal Pay</i>	<i>Basic Pay in existing Pay Scale</i>	<i>Stage for Fitment in Revised Pay Scale</i>	<i>Amount of Personal Pay</i>
(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)
190	349	1	252	405	7	
196	349	7	259	415	4	
202	357	5	266	425	1	
208	365	3	273	425	8	
214	365	9	280	435	5	
220	375	5	287	445	2	
226	385	1	294	445	9	
232	385	7	301	455	6	
238	395	3	308	465	3	
245	405	—				

ANNEXURE 'C'—III

FITMENT TABLE

Existing Pay Scale: Rs. 215-8-295-9-376
 Revised Pay Scale: Rs. 330-10-440-11-561

	<i>Basic Pay in existing Pay Scale</i>	<i>Stage for Fitment in Revised Pay Scale</i>	<i>Amount of Personal Pay</i>	<i>Basic Pay in existing Pay Scale</i>	<i>Stage for Fitment in Revised Pay Scale</i>	<i>Amount of Personal Pay</i>
(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)
215	370	5	295	451	4	
223	380	3	304	462	2	
231	390	1	313	473	—	
239	390	9	322	473	9	
247	400	7	331	484	7	
255	410	5	340	495	5	
263	420	3	349	506	3	
271	430	1	358	517	1	
279	430	9	367	517	10	
287	440	7	376	528	8	

ANNEXURE 'C'—IV

FITMENT TABLE /

Existing Pay Scale: Rs. 245-9-308-11-440
 Revised Pay Scale: Rs. 360-11 481-13-624

<i>Basic Pay in existing Pay Scale</i>	<i>Stage for Fitment in Revised Pay Scale</i>	<i>Amount of Personal Pay</i>	<i>Basic Pay in existing Pay Scale</i>	<i>Stage for Fitment in Revised Pay Scale</i>	<i>Amount of Personal Pay</i>
(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)
245	404	1	341	494	7
254	404	10	352	507	5
263	415	8	363	520	3
272	426	6	374	533	2
281	437	4	385	533	12
290	448	2	396	546	10
299	459	—	407	559	8
308	459	9	418	572	6
319	470	9	429	585	4
330	481	9	440	598	2

ANNEXURE 'C—V

FITMENT TABLE

Existing Pay Scale: Rs. 300-11-388-14-570
 Revised Pay Scale: Rs. 395-14-535-17-756

<i>Basic Pay in existing Pay Scale</i>	<i>Stage for Fitment in Revised Pay Scale</i>	<i>Amount of Personal Pay</i>	<i>Basic Pay in existing Pay Scale</i>	<i>Stage for Fitment in Revised Pay Scale</i>	<i>Amount of Personal Pay</i>
(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)
300	451	9	430	586	4
311	465	6	444	603	1
322	479	3	458	603	15
333	493	—	472	620	12
344	493	11	486	637	9
355	507	8	500	654	6
366	521	5	514	671	3
377	535	2	528	688	—
388	535	13	542	688	14
402	552	10	556	705	11
416	569	7	570	722	8

ANNEXURE 'C'-VI

FITMENT TABLE

Existing Pay Scale: Rs. 355-14-467-18-683
 Revised Pay Scale: Rs. 450-17-637-20-877

<i>Basic Pay in existing Pay Scale</i>	<i>Stage for Fitment in Revised Pay Scale</i>	<i>Amount of Personal Pay</i>	<i>Basic Pay in existing Pay Scale</i>	<i>Stage for Fitment in Revised Pay Scale</i>	<i>Amount of Personal Pay</i>
(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)
355	501	14	521	677	4
369	518	11	539	697	2
383	535	8	557	717	—
397	552	5	575	717	18
411	569	2	593	737	16
425	569	16	611	757	14
439	586	13	629	777	12
453	603	10	647	797	10
467	620	7	665	817	8
485	637	8	683	837	6
503	657	6			

ANNEXURE 'C'—VII

FITMENT TABLE

Existing Pay Scale: Rs. 400-18-562-24-826

Revised Pay Scale: Rs. 495-20-695-26-1033

	<i>Basic Pay in existing Pay Scale</i>	<i>Stage for Fitment in Revised Pay Scale</i>	<i>Amount of Personal Pay</i>	<i>Basic Pay in existing Pay Scale</i>	<i>Stage for Fitment in Revised Pay Scale</i>	<i>Amount of Personal Pay</i>
(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)
400	555	5	586	721	25	
418	575	3	610	747	23	
436	595	1	634	773	21	
454	595	19	658	799	19	
472	615	17	682	825	17	
490	635	15	706	851	15	
508	655	13	730	877	13	
526	675	11	754	903	11	
544	695	9	778	929	9	
562	721	1	802	955	7	
			826	981	5	

ANNEXURE 'C'-VIII

FITMENT TABLE

Existing Pay Scale:	Rs. 460-25-760-30-820-- 35-995
Revised Pay Scale:	Rs. 555-27-825-33-957- 40-1237

<i>Basic Pay in existing Pay Scale</i>	<i>Stage for Fitment in Revised Pay Scale</i>	<i>Amount of Personal Pay</i>	<i>Basic Pay in existing Pay Scale</i>	<i>Stage for Fitment in Revised Pay Scale</i>	<i>Amount of Personal Pay</i>
(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)
460	609	11	710	858	12
485	636	9	735	891	4
510	663	7	760	891	29
535	690	5	790	924	26
560	717	3	820	957	23
585	744	1	855	997	18
610	744	26	890	1037	13
635	771	24	925	1077	8
660	798	22	960	1117	3
685	825	20	995	1117	38

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
February) quarter increases/decreases by 3 full
March) points, the rate so fixed may be
called 'A' rate.

DA for May)
June) to be revised as per 'A' rate.
July)

Similarly

CPI for April) Suppose the average of CPI for this.
May) quarter increases/decreases by 3 full
June) points, the rate so fixed may be
called 'B' rate.

DA for August)
September) to be revised as per 'B' rate.
October)

CPI for July) Suppose the average of CPI for this.
August) quarter increases/decreases by 3 full
September) points, the rate so fixed may be
called 'C' rate.

DA for November)
December) to be revised as per 'C' rate.
January)

CPI for October) Suppose the average of CPI for this
November) quarter increases/decreases by 3 full
December) points, the rate so fixed may be
called 'D' rate.

DA for February)
March) to be revised as per 'D' rate.
April)

BHARAT HEAVY ELECTRICALS LIMITED
14TH MEETING OF THE JOINT COMMITTEE (1978)

VENUE : BOMBAY

DATE : JANUARY 8 & 9, 1980

Participants :

Representatives of Management:

1. Shri G. P. Warriar, Chairman & Managing Director.
2. Shri R. N. Srivastava, Director (Personnel).
3. Shri C. V. Nagendra, Director (Finance)
4. Shri B. S. Samat, ED & GGM, Bhopal.
5. Shri M. R. Naidu, ED & GGM, Hyderabad.
6. Shiv V. R. Deenadayalu, ED & GGM, Tiruchy.
7. Shri P. S. Gupta, ED & GGM, Hardwar.
8. Shri K. Muniappa, General Manager, Jhansi.
REMCO, Bangalore.
9. Shri R. Balasubramanian, General Manager, CED/
10. Shri A. P. Ayappa, Dy. General Manager (P&A),
Bangalore.
11. Shri Sarup Singh, Sr. Manager (Personnel) & Secretary,
Joint Committee.

Representatives of Employees :

Central Trade Union Organisations :

- | | |
|--------------------------|-----------------|
| 1. Shri G. Ramanujam | INTUC (Central) |
| 2. Shri V. V. Dravid | —do— |
| 3. Shri I. M. Moinuddin | —do— |
| 4. Dr. M. K. Pandhe | CITU (Central) |
| 5. Shri K. Vijayan | —do— |
| 6. Shri T. S. Rama Rao | BMS (Central) |
| 7. Shri O. P. Aghi | —do— |
| 8. Shri K. G. Srivastava | AITUC (Central) |
| 9. Shri N. C. Dutta | —do— |

Union Representatives from Units:

Bhopal :

- | | |
|------------------------|---------------|
| 1. Shri S. Bhoumick | HEMTU (INTUC) |
| 2. Shri R. D. Tripathi | —do— |
| 3. Shri J. S. Puri | —do— |
| 4. Sri K. K. G. Kutty | BKTU (CITU) |
| 5. Shri S. C. Gupta | HEMU (AITUC) |
| 6. Shri I. A. Khan | HESTU (HMS) |
| 7. Shri R. D. Sannat | HEWU (BMS) |

Hardwar :

- | | |
|--------------------------|---------------|
| 1. Shri Laxman Mishra | BHEKS (BMS) |
| 2. Shri M. N. Jha | —do— |
| 3. Shri Shatrughan Jha | —do— |
| 4. Shri R. D. S. Mehta | —do— |
| 5. Shri K. K. Saxena | HEWTU (INTUC) |
| 6. Shri B. S. Pawar | —do— |
| 7. Shri D. K. Saxena | BHEWA (AITUC) |
| 8. Shri Mohan Lal Sharma | BHEKP |

Hyderabad (HPEP) :

- | | |
|-----------------------------|----------|
| 1. Shri B. Venkateswara Rao | HEE & A/ |
| 2. Shri Md. Muneeruddin | —do— |

Tiruchy :

- | | |
|-------------------------|---------------|
| 1. Shri P. Ramachandran | BHEWU (CITU) |
| 2. Shri K. Ponmalai | —do— |
| 3. Shri L. Panidhasan | BPFU |
| 4. Shri G. Raju | BHELEPU (DMK) |
| 5. Shri A. Md. Ali | BPAWU (ADMK) |

Jhansi :

- | | |
|----------------------|---------------|
| 1. Shri Bhagwatid'in | BHEEU (INTUC) |
| 2. Shri B. N. Jha | BHEKS (BMS) |

CFFP, Hardwar :

- | | |
|-----------------------|----------------|
| 1. Shri Ambika Pandey | CFFWTU (INTUC) |
| 2. Shri P. S. Gill | —do— |

Hyderabad (Switchgear):

- | | |
|------------------------|-----------|
| 1. Shri Madhava Reddy | BHE SGUEU |
| 2. Shri John Milongton | —do— |

MPL, Bangalore :

- | | |
|-----------------------|-------|
| 1. Shri D. Venkatesh | GPFEA |
| 2. Shri Hanumanthaiah | —do— |

REMCO, Bangalore :

- | | |
|------------------------------|------|
| 1. Shri Michael B. Fernandes | RLEA |
| 2. Shri Narayanan | —do— |

MEMORANDUM OF AGREEMENT

PREAMBLE

The Agreement on wages effective from 1-9-1978 expired in the end of August, 1977 and as such was due for review and revision from 1-9-1977. The Joint Committee for BHEL (1978) took up the issue of revision at its meeting held in March, 1978. The employees' representatives submitted various charter of demands on wage revision, allowances and other benefits. During the meeting held on 29th and 30th June and 1st July, 1978 the Employees' representatives demanded an interim payment. It was felt that the final negotiation on wage revision can be taken up after the "Guidelines" to be evolved by the Government in consultation with

the Trade Union Centres on wage negotiations in Public Sector are made available. An interim settlement pending final wage revision was reached on 1-7-1978 providing for an interim payment of 10% of basic pay and DA (copy of the Agreement enclosed—Annexure I). In the subsequent meetings, employee representatives wanted wage revision negotiations to be progressed without further waiting for the “Guidelines” from the Government since such guidelines could not be evolved.

In the meeting held on 3rd and 4th November, 1979 an agreement was reached on the wage increases to be given (Minutes of discussions and said agreement are enclosed—Annexure II).

In the meetings held on 8th and 9th January 1980 the final Agreement on wage revision was reached as follows:

1. All the employees in the grades upto and including Rs. 475-751 (Pre-revised) will be covered by the terms of this Agreement. The employee representatives raised the question about the grades of pay and pay fixation of non-supervisory employees in supervisory grades. The management agreed that they will be given the same grades/pay scales and pay fixation as will be done for the supervisors in the corresponding grades. These grades will be placed before the Joint Committee.

2.1 The wage as on 1-9-1978 for an unskilled employee at the lowest level will be Rs. 500/- per month at All-India Consumer Price Index 327 (1960=100). The break-up of this wage is as follows:

<i>Item</i>	<i>Rs.</i>
Basic Pay	335.00
Fixed DA at CPI 300	129.90
VDA @ Rs. 1.30 per point for 27 points (at Consumer Price Index 327)	35.10
	<hr/>
(Total)	500.00
	<hr/>

3. WAGE STRUCTURE:

The agreed revised wage/salary grades corresponding to the existing grades/scales of pay are given at Annexure III.

4. DEARNESS ALLOWANCE:

4.1 Adjustment in the DA will be at the rate of Rs 1,30 per point and will be effected as per the revised quarters given below:

<i>Average of quarter</i>	<i>Date of effect corresponding to wage month</i>
August-October	25th November
November-January	25th February
February-April	25th May
May-July	25th August

The Dearness Allowance from 1-9-1978 will be reworked on the above basis.

4.2 DA of Rs. 129.90 will be the irreducible quantum of DA at Index 300 during the period of operation of this Agreement.

The employees' side stated that as regards the rate of DA neutralisation they do not accept the present rate as final and would press for higher rate for full neutralisation at an appropriate stage later. The Management, however, reiterated that this can be considered only when there is a change in the national policy as directed by the Government from time to time.

5. FITMENT IN THE REVISED GRADES OF PAY.

Fixation of basic pay in the revised grades from 1-9-1978 will be as follows:

- a) Add to the Basic+DA (as on 31-8-1978)-12% of (Basic pay+DA) as on 31-8-1978 subject to a minimum of Rs. 67.60 and maximum of Rs. 90/- (provided that nobody gets less than Rs. 10/- by this means over and above the Interim Payment) less the revised DA of

Rs. 165/- (FDA Rs. 129.90 plus VDA Rs 35.10) as in para 2 above. If the resulting figure does not fall in step in the revised scale of pay it will then be fixed at the next higher stage. To this will be added one revised rate of increment in the new grade/scale of pay.

- b) In respect of employees who joined service on or after 1-9-1978 and continued to be in service on the date of Agreement, pay will be fixed in the revised grade from the date of their joining.

6. ADJUSTMENT OF INTERIM PAYMENT

The amount of Interim Payment paid to employees for the period from 1-9-1977 to 31-8-1978 together with the ad hoc payment referred to in para 9 (below) will be treated as final payment for that period. The Interim Payment made from 1-9-1978 will be adjusted against the increase in pay and DA on fixation in the revised grade payable from that date.

7. STAGNATION INCREMENT

The employees' side desired that there should be no stagnation during the operation of this Agreement. The Management stated that as a consequence of this Agreement it is expected that the question of stagnation may not arise during the currency of this Agreement.

8. PERIOD OF AGREEMENT AND BENEFITS THEREOF TILL DATE

8.1 This Agreement will be in operation for a period of four years effective from 1-9-1978. Negotiations for a fresh wage agreement to be operative from 1-9-1982 will be taken up well in advance.

8.2 The increase in Basic Pay and DA on account of wage revision as above from 1-9-1978 till the date of signing of this agreement will count for purpose of Provident Fund, Gratuity, Annual Bonus, Plant Performance Payment, leave wages and Leave Encashment only.

9. ADHOC PAYMENT FOR THE YEAR FROM 1-9-1977 TO 31-8-1978

9.1 Employees who joined Company's service on or before 1-9-1977 and continued to be on rolls on the date of this

Agreement will be entitled to receive ad hoc payment at the following rates:

<i>Grade</i>	<i>Amount (Rs.)</i>
AI/BI	400
AII/BII	440
BIII	460
AIII/BIV	480
AIV/BVA	520
AV/BVB	560
AVI/BVI	600

Those who joined after 1-9-1977 but before 31-8-1978 and continued to be on rolls on the date of Agreement will be paid proportionately, reckoned on the basis of completed months of service during the period from 1-9-1977 to 31-8-1978.

The above payments will not count for any other benefits such as Profit Sharing Bonus, Plant Performance Payment, Provident Fund, Gratuity etc. etc.

9.2 Employees who were promoted to higher grades during the year 1978 will be entitled to receive ad hoc payment proportionately at higher amounts applicable to the promoted grade from the date of promotion till 31-8-1978.

Employees who retired during the period from 1-9-1977 to 31-8-1978 will also be eligible for the above payment proportionately for the period of their service. Similar payments will be made in respect of deceased employees also. Senior Artisans will be paid the ad hoc sum of Rs. 600/- as interim payment pending finalisation of the issues in their case alongwith others.

The ad hoc payments as above will be made on or before 15-1-1980.

10. HOUSE RENT ALLOWANCE AND HOUSE RENT RECOVERY AND OTHER PAYMENTS

10.1 It was pointed out by the employees' side that the House Rent Allowance paid to the employees in its various units is not uniform. While in Bhopal employees get 15% as

HRA elsewhere in Hardwar, Tiruchy and Hyderabad (Ramachandrapuram) only 10% is paid as HRA. Employees' side pointed out that this is a glaring anomaly and should be rectified by the Joint Committee. Management agreed that such items can be discussed either by a Sub-Committee or Joint Committee itself. Employees' representatives wanted this to be discussed in the Joint Committee in subsequent meetings. Management agreed to this procedure.

10.2 Employees' side also demanded HRA at 15% on the revised basic wages and not on the pre-revised basic wages. They further pointed out that the house rents are going up and the DA factor does not provide compensation for the steep rise in the rents. Management side stated that their total offer took into consideration all these aspects and they cannot entertain a separate demand in the name of HRA to base it on revised grades in addition to what they have offered already by way of improved grades and pay fixation.

10.3 The existing quantum and procedure for recovering House Rent and payment of House Rent Allowance to the employees will continue. The employees' side, however, requested the Management to put their views regarding HRA before the Government.

11. ANOMALIES IN IMPLEMENTATION OF THE AGREEMENT

It is agreed that an Anomalies Committee comprising of 5 representatives from employees side and equal number from the Management should be set up. If any difficulty or anomaly arises in the implementation of this Agreement the same will be brought before the Anomalies Committee. It will be competent for the Anomalies Committee to invite such representatives of units/unions to give them a hearing. Matters referred to the Anomalies Committee should be decided within three months.

12. PRODUCTIVITY AND INDUSTRIAL PEACE

12.1 Industrial peace and harmony will be maintained and every effort will be made to increase productivity.

12.2 The terms of the Agreement will be implemented faith-

fully and in a spirit of goodwill by the Management and employees.

12.3 During the period of operation of this Agreement no demand will be made in respect of matters settled by this Memorandum of Agreement.

12.4 All issues affecting the employees shall be discussed mutually between Management's and Employees' representatives at the Joint Committee in an atmosphere of mutual co-operation consistent with the spirit of goodwill of this Committee.

Signed today the 9th January, 1980 at Bombay.

ANNEXURE—I

Minutes of the Meeting of the Joint Committee (1978) for Bharat Heavy Electricals Limited held at New Delhi on 29th, 30th June 1978 and 1st July 1978.

The Joint Committee at its meeting held on 29th, 30th June 1978 and 1st July 1978 at New Delhi continued its deliberations on wage revision. It was explained on behalf of the Management that the level of earnings and the fringe benefits provided to the employees are favourably comparable with those prevalent in any similar undertaking. As a result of recent Agreement signed in some of the Undertakings such as Fertilizer Corporation of India, improvements were made only to reach Industrial level of wages obtaining in BHEL. Even compared with the revised wage structure in Bangalore based Industries, the existing earnings of BHEL employees are not inferior taking into account various allowances such as CCA and HRA. However, in view of the increases granted in other comparable Public Sector Undertakings and in deference to the demand of the Unions, the Management was prepared to consider a wage settlement, giving a reasonable benefit to the existing employees of the order allowed in similar Undertakings.

Employees representatives on the other hand referred to the understanding reached by the Central Trade Union Organisations with the Government in regard to flexible approach to-

wards wage negotiations in the Public Sector on 26-6-1978 in the meeting convened by the Labour Minister. They expressed that as a result of these negotiations any Public Sector Undertaking is free to negotiate a settlement within the guidelines expected to be formulated by the Government in consultation with the Unions. In view of this, it would not be possible for them to agree to any wage settlement before the guidelines are finalised, but looking to the fact that it is almost ten months since the last wage agreement expired and the workers are anxiously awaiting a decision from the Joint Committee in regard to some increase, the management should consider the grant of interim relief in terms of percentage of basic pay plus Dearness Allowance effective from 1st September, 1977.

As interim relief was insisted upon by the employee representatives pending receipt of guidelines mentioned above, the Management renewed its offer to Rs. 25/- per month as interim settlement. This was not agreeable to the employee representatives and they insisted that the interim payment should be in terms of a percentage of the basic pay+DA so that employees at various levels get equitable payment.

Both the parties had further consultations with each other on the subject from various angles, including settlement in other Public Sector Undertakings and higher expectations among the BHEL employees in general after the recent understanding central unions had with the Government. In this background and considering the mutual constraints as well as the need for increasing production and productivity, both the parties agreed as under by way of interim settlement:

i. There shall be an interim payment of 10% (ten per cent) of the actual basic pay plus dearness allowances as applicable for the month of May 1978 (i.e. DA of Rs. 173.70) to all workmen who are on regular salary grades and all under the provisions of the Joint Committee's Negotiations. For those who have joined between 1-9-1977 and 30-6-1978 interim payment will be calculated at 10% of basic pay on the date of joining and notional DA of Rs. 173.70.

ii. The interim payment will be effective from 1-9-1977 for those on rolls on that day.

iii. The interim payment as above will be adjusted against the amounts due under final settlement. Any over payments will be recovered in instalments to be mutually agreed.

iv. The interim payment will count only for purpose of Provident Fund, Annual Bonus and Plant Performance Payment and for no other purpose.

v. After the final Agreement is concluded, the interim payment will be allocated to different heads constituting the total wage packet of the employee in accordance with that Agreement, and consequential adjustments of various elements constituting the individual's emoluments will be made.

vi. Employees entering the services of BHEL on and after 1-7-1978 will receive only payments under the wage structure and shall not be entitled to this interim payment. They will, however, be paid in accordance with the final agreement on wage structure retrospectively from the date of appointment.

vii. As regards the employees on monthly consolidated pay on rolls as on 1-9-1977 and are continuing in service on the date of this agreement, their rates of wages will be enhanced by 10% with effect from 1-9-1977.

viii. In respect of employees on daily rated basis, the table of wages will be raised by 10% and this will be effective from 1-7-1978.

ix. General demands having financial implications shall not be raised at least till the wage structure is finalised.

x. Every endeavour will be made to finalise the wage structure immediately after the guidelines mentioned above are available.

xi. It is agreed that joint efforts will be continued towards improvement in production and productivity and harmonious Industrial Relations will be maintained. The representatives of the Trade Unions will strive to ensure Industrial peace and proper climate to step up production and productivity.

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

SIGNED AT NEW DELHI THIS 1ST DAY OF JULY
(1-7-1978).

Minutes of the Meeting of the Joint Committee (1978) for Bharat Heavy Electricals Limited at New Delhi on 3rd and 4th November, 1979.

It is agreed as follows:

1. The total of basic wage and DA at the lowest level of unskilled workers shall be Rs. 500/- as on 1-9-1978 linked to All India Consumer Price Index 327 (1960=100) to which will be added on extra annual increment at the rate of Rs. 8/- on and from that date.

2. The other categories will receive increase ranging from Rs. 67.60 to Rs. 90/- (subject to a minimum of 12% of basic and DA as on 1-9-1978) provided that no body gets less than Rs. 10/- by this means over and above the interim payment already made.

3. The employees in grades other than the unskilled grade will receive one extra increment in addition to the aforesaid increase in Para 2. The rate of increments in all the grades will be decided by subsequent negotiations.

4. The Plant Performance Payment will be suitably modified so as to reflect the consensus reached in this meeting on the subject.

5. For the year commencing from 1-9-1977 an ad hoc payment ranging from Rs. 400/- to Rs. 600/- will be paid to all employees in addition to the interim payment already made; i.e. the worker on the minimum wage will get Rs. 400/- and the worker at the highest level will be paid Rs. 600/-. In between there will be slab system at the rate of about Rs. 40/- increase per grade. This amount will not qualify for any fringe benefits such as PF, Bonus, Plant Performance Payment, Gratuity etc.

6. The Management side stated that the present rate of neutralisation of Rs. 1.30 per point of the 1960 series of Consumer Price Index Numbers and the present quantum of

HRA/CCA should not be distributed unless the Government permits the same and this aspect shall also form a part of the package deal. Labour side did not agree to this and felt that since matters like HRA/CCA/Revision of DA and House Rent Recovery are to be discussed in the subsequent meetings of the full Joint Committee or a Sub-Committee, the Management is free to raise its objections at that time. Both sides, however, reiterated their positions.

7. The Hyderabad unit representatives have insisted for payment of HRA and CCA at 'A' Class city rates. The Management said that the matter has been referred to the Government already and their approval is awaited. The Management is pursuing with the Government for an early decision.

8. The Agreement will be in force for a period of four years from 1-9-1978.

9. In view of the foregoing agreement the labour side informed the Management that the proposed strike from 6th November, 1979 stands postponed *sine die*.

Representing the Employees
Sd/-

Represent the Management
Sd/-

Annexure—III

Pre-revised salary grades
GROUP 'A'

Revised salary grades

260-5-350

335-8-455

275-6-311-7-395

350-9-404-10-524

320-7-362-8-450

395-10-455-12-587

340-8-364-9-490

415-12-451-13-620

390-10-540

460-15-685

470-12-554-15-644

540-18-666-21-792

DA: Rs. 165/- on 1-9-1978 at All India Consumer Price Index 327 (1960=100)

GROUP 'B'

260-5-350	335-8-455
270-6-390	345-9-498
320-7-369-9-477	395-10-465-12-609
345-8-369-10-499-12-535	420-12-456-14-680
390 10-440-11-550	460-15-685
475-12-535-18-751	545-18-635-23-865
305-6-335-7-405	380 9-425-10-525*

DA: Rs. 165/- on 1-9-1978 at All India Consumer Price Index 327 (1960=100))

*Note: The continuance or otherwise of this scale will be discussed in the subsequent meetings and settled.

SETTLEMENT OF NMDC EMPLOYEES

(Extracts)

Memorandum of understanding between the Management of National Mineral Development Corporation Limited and their workmen represented by the All- India NMDC Workers' Federation and its affiliated Unions, arrived at, at Hyderabad.

1. In November 1978, the All India NMDC Workers' Federation *vide* their Charter of Demands dated 6-11-1978 and 20-11-1978 submitted demands numbering 46 which *inter alia* included revision of wages and other fringe benefits. A series of Bipartite Meetings was held with regard to these Charter of Demands. As the offers made by the Management were not acceptable, the All India NMDC Workers' Federation served a notice dated 9-10-1979 on the Management for observing indefinite strike by all the Unions affiliated to the Federation w.e.f. 8-11-1979 and the Unions, accordingly, observed strike w.e.f. this date. Some of the Unions after observing strike for a few days called off their strike. The Unions at Bailadila-14 and Bailadila-5, however, observed strike from 8-11-1979 to 23-12-79 and called off their strike w.e.f. 24-12-79 following discus-

sions held at Delhi from 12th December to 20th December 1979.

2. Further Bipartite discussions commenced at Hyderabad on 25-12-1979, based on which, the following Understanding on the charter of demands is reached between the parties:

Demands included in the charters dated 6-11-78, 20-11-78 and 9-10-79 regarding minimum wages and increments, benefit of one additional increment, mining allowance, project allowance, construction allowance, feasibility allowance, dock allowance, hazardous job allowance, lunch allowance/subsidised canteen, night shift allowance, washing allowance, overtime allowance, charge/acting allowance cash handling allowance, fatal/injury accident allowance, supply of milk, supply of uniform, TA/DA for union officials for attending conciliation.

Terms of Settlement :

1. It is agreed that an increase of Rs. 77.80 for the lowest regular scale of pay and Rs. 67.60 for the other scales of pay would be effective from 1-9-1978 and the same would be reflected in basic pay and Dearness Allowance. This increase is in satisfaction of all the above demands. Accordingly, basic pay, Fixed Dearness Allowance and Variable Dearness Allowance would be revised and the details of such revision are given below:

(a) For all those workmen who were on the rolls of the Corporation in the lowest regular scale of pay (S1) as on 1-9-1978 and also those who joined the services of the Corporation in the lowest regular scale of pay between 1-9-1978 and the date of signing of the Settlement, an increase of Rs. 77.80 per mensem would be admissible thereby bringing their minimum wage to Rs. 505/- as on 1-9-1978 as per the break-up given below:

Basic pay	:	Rs. 400.00
FDA (309 points)	:	Rs. 85.50
*VDA (324 points)	:	Rs. 19.50
Total	:	Rs. 505.00

(*Subject to variation as given below).

For those workmen who were on the rolls of the Corporation in other regular scales of pay (S2 to S10) as on 1-9-1978 and also those who joined the services of the Corporation in these regular scales (S2 to S10) between 1-9-1978 and the date of signing of the Settlement, the increase would be Rs. 67.60 per mensem, as on 1-9-1978:

(b) The existing regular scales of pay would be revised as under w.e.f. 1-9-1978:

<i>Existing</i>		<i>Revised</i>	
1. 290-6-338	(S-1)	400-8-488	(R-1)
2. 300-7-384	(S-2)	410-9-473-10-543	(R-2)
3. 325-9-433	(S-3)	430-12-514-13-605	(R-3)
4. 350-11-482	(S-4)	455-14-553-15-658	(R-4)
5. 385-14-553	(S-5)	490-20-630-21-777	(R-5)
6. 400-16-592	(S-6)	500-22-654-25-829	(R-6)
7. 415-18-631	(S-7)	530-26-894	(R-7)
8. 460-20-700	(S-8)	560-27-749-30-959	(R-8)
9. 500-22-764	(S-9)	600-27-789-30-999	(R-9)
10. 590-30-950	(S-10)	690-33-921-37-1143	(R-10)

The workmen for whom the revised scales of pay are admissible would be fitted in the revised pay scales.

(c) In respect of the following items, merely because of revision of pay scales and consequent enhancement of wages, the Corporation would not be required to make higher payment:

- *i) Travelling and Daily Allowance;
- ii) Leave Travel Concession;

- iii) House rent allowance for locations other than those specified below;
 - *iv) City Compensatory Allowance (CCA);
 - v) Mining Allowance/Construction Allowance/Feasibility Allowance/Panna Special Compensatory Allowance/Majhgawan Underground Allowance/Washing/Special Allowance for nursing staff;
 - vi) Any other allowance, benefit—monetary or otherwise except to the extent and manner specifically mentioned in this Memorandum of Understanding.
- *Note : However, the workmen will be entitled to higher payment arising out of any revision in TA/DA rates when made by the Corporation as discussed. The position regarding payment of CCA will be ascertained from SAIL before signing of the Settlement.

There would be no increase/enhancement in any allowance or in any recoveries merely as a consequence of the revision of pay scales. Similarly, there would be no change in the categories of workmen eligible for different types of quarters merely because of increase in basic pay as a result of revision of pay scales. There would also be no change in the eligibility of classification of workmen with reference to advances, medical reimbursement etc. merely because of revision of pay scales and consequent enhancement in pay.

It is agreed that, keeping the above principle in view, suitable revised tables for purposes of operation would be worked out, in such a way that there is no increase or decrease in the monetary value/eligibility with regard to various allowances/items related to basic pay, in comparison to those obtaining prior to the revision.

For the purpose of refixation of pay in the revised scales in respect of those who are on the regular scales on the date of Settlement, if the new basic pay falls between two stages in a revised scale, it would be rounded off to the next higher stage in the revised scale of pay as fitment benefit and the pay would be fixed in the revised scale of pay as per example given hereunder. Fitment will not include the benefit of one additional increment.

(i)	<i>Existing scale</i> Rs. 290-6-338	<i>Revised scale</i> Rs. 400-8-488	
Basic pay	Rs. 296.00	Revised basic pay	Rs. 408.00
DA including VDA	Rs. 133.30	FDA (309 points)	Rs. 85.50
Existing total	<u>Rs. 429.30</u>	VDA (324 points)	<u>Rs. 19.50</u>
Present increase	<u>Rs. 77.80</u>	Revised total	Rs. 513.00
New total	Rs. 507.10		
Less revised DA including VDA	<u>Rs. 105.00</u>		
New basic pay	Rs. 402.10		

therefore, fitment to be made at the stage Rs. 408 in the revised scale of Rs. 400-8-488.

(ii)	Rs. 350-11-482	Rs. 455-14-553-15-658	
Basic pay	Rs. 416.00	Revised basic pay	Rs. 525.00
DA including VDA	Rs. 138.30	FDA (309 points)	Rs. 85.50
Present total	<u>Rs. 554.30</u>	VDA (324 points)	<u>Rs. 19.50</u>
Present increase	<u>Rs. 67.60</u>	Revised total	<u>Rs. 630.00</u>
New Total	Rs. 621.90		
Less revised DA including VDA	<u>Rs. 105.00</u>		
New basic	Rs. 516.90		

therefore, fitment to be made at the stage Rs. 525 in the revised scale of Rs. 455-14-553-15-658.

(d) Anniversary date of increment in the revised scales would remain the same as in the pre-revised scales of pay.

3. Demands connected with DA/VDA

(a) The Fixed Dearness Allowance w.e.f. 1-9-1978, shall be Rs. 85.50 for all the revised scales of pay and this FDA is related to the All India Consumer Price Index number 309 for Industrial Workers (base Index for the year 1960=100). The average Consumer Price Index shall be calculated every quarter as in practice so far.

(b) In addition to FDA mentioned above, the workmen shall also get VDA as indicated below:

The VDA shall be revised every three months and will be paid for the periods 1st March to 31st May 1st June to 31st August, 1st September to 30 November and 1st December to 28th/29th February on the basis of the average of All India Consumer Price Indices for the preceding quarters October-December, January-March, April-June and July-September respectively, as hithertofore.

(c) The rate of increase or decrease in the quantum of VDA shall be Rs. 1.30 (Rupee one and paise thirty only) for each point increase or decrease in the quarterly average of Consumers' Price Index number for Industrial workers over the Index of 309 related to FDA agreed to. There shall be no adjustment in the VDA below this Index of 309.

The workers' representatives demanded that there should be full neutralisation for rise in cost of living. The managements' representatives did not agree to increase the neutralisation factor beyond the rate of Rs. 1.30 per point as, at present, it is the national policy and the workers of NMDC would not be an exception. The workers' representatives stated that they reserve the right of demanding such higher neutralisation rate as may be decided upon by the Govt. of India as a national policy during the currency of the Settlement.

In determining the price indices, decimal below 0.5 shall be ignored and decimals of 0.5 and above shall be rounded off to the next higher integer.

4. Demand connected with HRA for cities

(a) In respect of those workmen who are posted in cities, they would be paid a revised HRA w.e.f. 1.9.1978, at the rates (% ages) prescribed below.

<i>Group-A</i>	<i>Group-B</i>	<i>Group-C</i>	<i>Group-D</i>
Delhi/ Bombay	Calcutta/Madras/ Hyderabad	Vizag/ Bangalore	Raipur/Jagdal- pur Panna Town
30%	25%	17½% on the minimum of the scale	15% on the minimum of the scale

The above grouping in respect of Bangalore and Raipur is subject to verification of the classification of these 2 places with reference to the latest order of the Government of India with regard to HRA payment in those 2 places.

If and when Bangalore is included by the Government of India in the same class as Hyderabad, Bangalore will be shifted to Group-B.

If and when Raipur is included by the Government of India in the same class as Vizag, Raipur will be shifted to Group-C.

Grant of House Rent Allowance mentioned above will be governed by the existing rules or the rules to be framed in this regard by the Corporation.

Merely as a consequence of increase in basic pay due to revision of pay scales, there would not be any increase in the house rent allowance.

However, the rates of HRA mentioned above would be cross-checked with the rates being paid w.e.f. 1.9.1978 at such cities by SAIL to their workmen and modification with respect to rates and methodology of payment (viz. on the basis of pre-revised or revised pay, minimum of the scale or otherwise etc.) if needed, would be done before signing of the Settlement.

5. Demands relating to MR workmen

(a) The daily rated workmen (excluding casual daily rated workmen) who were on the rolls of the Corporation as on

1-9-1978 and also who joined after 1-9-1978 and are on the rolls of the Corporation on the date of signing of the Settlement would be eligible for an increase of Re. 1/- per day over their daily rates of wages as on 1-9-1978 (w.e.f. 1-9-1978). Their daily rates of wages would also be increased by 10 paise per day from September 1, 1979, September 1, 1980 and September 1, 1981.

(b) 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.

6. *Demands relating to conveyance allowance, local travelling expenses and free transportation*

During discussions, the Federation and its affiliated Unions have formulated these demands as follows:

“Payment of Special Allowance of Rs. 20/- per mensem for the workmen not utilising the Company’s transport in projects and for all workmen posted in cities”.

It is agreed that this matter will be discussed, finalised and incorporated in the Memorandum of Settlement.

7. *Demand relating to free electricity*

The rate of recovery of electricity charges is provided for in clause 3.1.3 of the Memorandum of Settlement dated 15-2-76. In pursuance of the provisions of this clause, the Management has already given its proposals for fixing ceiling on monthly consumption of electricity for recovery at 10 paise per unit w.e.f. 1.1.1978 for each type of quarter in the projects and recovery for consumption beyond this limit on the basis of the actual tariff charged by the respective State Electricity Boards.

The Federation and its affiliated Unions will now study the proposals given by the management and come up with their proposals in regard to ceiling after which the matter will be discussed mutually, finalised and incorporated in the Settlement.

8. Demand relating to House Building Advance

A Scheme is being worked out and the same would be implemented subject to availability of funds so that the employees could avail themselves of the House Building Advance. The progress made in this respect would be reported to the Bipartite Committee.

9. Demand relating to Educational Schemes

(a) The existing facility of grant of Study Advance to the workmen to pursue higher studies and the system of payment of Children's Education Allowance as per the rules of the Corporation would continue to be admissible. For the children of the employees located in the Projects, necessary educational facilities already exist.

(b) The Corporation has already introduced a merit scholarship for the children of the workmen.

(c) Any proposal for improvements and extension to the scheme would be discussed by the Bipartite Committee.

10. Demand relating to Conveyance Advance

It is agreed to increase the amount of advance for purchase of scooter/motor cycle to the eligible workmen to Rs. 6,000/-, provided the total deductions including deductions against this advance do not violate the provisions of the payment of Wages Act 1936. However, other provisions of the rules of the Corporation in this regard would remain unaltered.

11. Demand relating to abolition of Contract Labour System

It is agreed in principle that contract labour will not be engaged on jobs of a permanent and perennial nature.

12. Demand relating to Benevolent Fund

There would be no change in the existing Benevolent Fund Scheme. However, the benefits of the scheme would also be applicable to cases of permanent total disability arising out of and during the course of employment, subject to approval of all subscribers.

13. *Demands relating to Stagnation*

Workmen who are fitted at the maximum of the revised scale in the revised wage structure on 1-9-1978 or reach the maximum of their revised scales at any time during the period of the Settlement, will be allowed one stagnation increment equivalent to the last increment rate in the revised scale after two years from the date of their reaching the maximum of the revised scale provided they are otherwise eligible for increment under the existing rules of the Corporation and these stagnation increments will not be granted if such workmen get promoted or their scales are revised upward for any other reason, provided the second increment envisaged in this scheme will be granted only if it falls during the operation of this Settlement.

14. *Demand relating to medical reimbursement facilities and demand relating to medical facility on retirement and on incurring disability*

Reimbursement of medical expenses would continue to be governed as per the provisions of the Company's rules in this regard, as amended from time to time.

After retirement, a workman and his/her spouse, in case they present themselves at the project hospitals, may avail themselves of such facility to the extent available at such hospitals. However, there will be no reimbursement of medical expenses incurred by them or extension of medical facilities other than to the extent available in the project hospitals.

15. *Demands relating to LTC benefits and period of leave for availing LTC*

For availing of LTC, w.e.f. 1-1-1980, the minimum number of days of leave to be taken would be 7 days as against the existing 15 days.

16. *Demand relating to Compulsory Insurance Scheme*

The provisions as contained in Chapter-VIII of the Memorandum of Settlement dated 15-2-1976 relating to Workmen's

Compensation Benefits would continue to be applicable, and such benefits would also be extended to such of the workmen who are not covered by Workmen's Compensation Act, as hithertofore.

17. *Demand relating to leave facilities, leave quantum and accumulation*

(a) There would be no change in the existing provisions of the rules with regard to encashment of leave.

(b) Female employees of the Corporation can avail of maternity leave as per the provisions of the NMDC Service Regulations or Standing Orders, as the case may be, by which they are governed.

(c) With effect from 1-1-1980 in respect of these workmen for whom the accumulation limit of earned leave is 30 days, this limit will be enhanced to 70 days.

(d) With effect from 1-1-1980 in respect of those workmen for whom the accumulation limit of half pay leave is 60 days, this limit will be enhanced to 90 days.

(e) Workmen who are presently getting casual leave of 7 days or less in a calendar year will get THREE more days of casual leave in a calendar year w.e.f. 1-1-1980.

(f) Workmen who are presently getting earned leave at the rate of one day for every 20 days of work performed by them during previous calendar year will get additional Five days of earned leave. This additional 5 (five) days of earned leave will be added to their leave account on 1-1-1980 and thereafter as on 1st January, every year.

(g) Regarding applicability of additional leave facilities and enhancement of leave accumulation limit mentioned above to the workmen of Donimalai Iron Ore Project and withdrawal of the appeal preferred by the Donimalai Iron Ore Project Employees' Association before the Appellate Authority (Chief Labour Commissioner), it is agreed that these above issues will be settled before signing the Settlement and incorporated in the Settlement.

18. *Demand relating to supply of rations*

The Corporation has already established fair price shops/ consumer cooperative stores wherever necessary depending upon the number of workmen at such places. A Super Bazar is also being established at Kirindul for which the Corporation has already provided Rs. 2.58 lakhs.

19. *Demand relating to the employment policy/employment to dependents*

(a) In case of death of a workman or permanent total disability to further work due to accident arising out of or in the course of employment, employment to one of his/her direct dependents will continue to be provided as per clause 8.5 of Memorandum of Settlement dated 15-2-1976.

(b) In the event of pre-mature death during service or permanent total disablement as defined in the Workmen's Compensation Act, the Corporation will provide employment as a compassionate measure to one direct dependent in a suitable vacancy having regard to qualifications of the dependent, provided any of the direct dependents of the workman is not already employed in the Corporation or elsewhere.

(c) The definition of "direct dependent" for this purpose means unemployed wife/husband, unemployed son/unemployed unmarried daughter.

(d) Employment to dependents in cases of retirement would not be possible.

20. *Demands relating to change of job specifications, qualifications relaxation to all existing employees and also abolition of tests*

Provisions of Chapter-IV of the Settlement dated 30th October 1971 as modified by mutual agreement in bilateral meetings held from time to time and subject to changes, if any, that may be agreed to in subsequent bilateral agreements would continue to be in force.

21. Demand relating to accommodation in Projects

The Corporation is already providing quarters to the eligible workmen in the projects as per the norms fixed by the Government of India from time to time. Additionally joint efforts will be made by the parties to persuade the Iron Ore Labour Welfare Cess Fund Organisation to grant subsidy for the quarters already constructed and not covered by the subsidy for construction of additional quarters.

21. *The Federation and its affiliated Unions did not press the following demands and dropped them :*

- Demand relating to contributory provident fund
- Demand relating to retiring age
- Demand relating to voluntary retirement
- Demand relating to open recruitment
- Demand relating to abolition of Khalasi post
- Enhancement of compensation by 15% for permanent/temporary disablement
- Demand connected with absorption of apprentices
- Demand relating to reduction of working hours and change of office hours
- Demand relating to inclusion of supervisory cadre in the Settlement
- Demands relating to Gratuity Scheme and gratuity quantum
- Demand relating to free accommodation.

22. It is also agreed that:

The present limit of advance of Rs. 500/- to workmen for medical treatment would be raised to Rs. 1,000/-.

No demand or dispute would be raised in respect of matters settled by this Understanding by the Federation and its affiliated Unions during the currency of this Settlement.

Merely as a consequence of implementation of the revised scales of pay, any facility/privilege/amenity/benefits monetary or otherwise, or concession to which a workman might be entitled to by way of practice or usage, will not be withdrawn, re-

duced or curtailed except to the extent and manner as provided for in this Understanding.

In respect of any anomaly that may arise out of fixation of pay in the revised scales of pay, the same would be taken up at the corporate level within six months from the date of signing of the Settlement for removal of such anomalies.

The parties will make every effort to increase production and productivity and maintain industrial peace and harmony.

23. The workmen of Bailadila-14 and Bailadila-5 having been on strike from 8-11-1979 to 23-12-1979 would not get wages for the strike period, which would result in hardship to them. To avoid such hardship, as a gesture of goodwill, the management has agreed—

- (i) to pay an amount equivalent to one month's basic pay plus dearness allowance recoverable in 15 equal monthly instalments, commencing from the wages payable for the month of January 1980;
- (ii) to allow the workmen, as a special case, to encash the earned leave at their credit, as per the rules of the Corporation without having to avail themselves of 15 days leave.

Example: (a) If a workman has on credit 31 days of earned leave, he can encash 8 days without actually proceeding on 15 days leave as per the formula.

Earned leave at credit	:	31 days
Less the period of leave required to be taken now waived	:	15 days
Balance	:	16 days E.L.
50% encashment	:	8 days E.L.
Leave left after encashment	:	23 days E.L.

- (b) If a workman has on credit 30 days of E.L. and 30 days of half-pay leave, he can encash 15 days of earned leave without actually pro-

ceeding on 15 days leave as per formula given below:

Earned leave at credit	:	30 days
Half-pay leave at credit	:	30 days
Leave required to be taken now waived	:	15 days half-pay Leave
Balance	:	30 days E.L. and 15 days HPL
50% encashment	:	15 days E.L.
Leave left after encashment	:	15 days E.L. and 30 days HPL

24. The Corporation has agreed to pay a lump-sum amount of Rs. 500/- (Rs. five hundred only) per workman now on the rolls of the Corporation as an advance payment towards likely arrears payable to him on account of the revision of wages. For those who are now on the rolls of the Corporation having joined the services of the Corporation between 1-9-1978 and the date of signing of this Understanding, the payment will be *pro-rata*. Similarly, for the daily rated workmen (excluding casual workmen), this advance will be Rs. 150/- (Rupees one hundred and fifty only) or *pro-rata* as the case may be.

25. The Management will now submit this Understanding for the approval of the Government of India and an Agreement based on this Understanding will be signed under Section 12(3) of the I.D. Act in the month of January/February 1980 with the Federation and its affiliated Unions and such agreement will be effective from 1-9-1978 for a period of 4 years. The Agreement will cover all workmen who were in the pre-revised regular scale (S1 to S10 only) of the Corporation on 1-9-1978, and also those who joined in such scales of pay (S1 to S10 pre-revised) between 1-9-1978 and the date of agreement. In the case of daily-rated workmen (excluding casual daily-rated workmen) only clauses 2.4, 2.4.1, 2.4.2, 2.16.2, 2.16.3, 2.16.5, 2.16.6 and 5.0 of this Understanding will apply:

Signed on 1st January, 1980 at Hyderabad.

MOTOR INDUSTRIES CO.

FORM H

MEMORANDUM OF SETTLEMENT UNDER SECTION
12(3) OF THE INDUSTRIAL DISPUTES ACT 1947
[READ WITH RULES 59 OF THE INDUSTRIAL
DISPUTES (MYSORE) RULES, 1957]

Names of Parties

Representing Employer:

Mr. H. Zimmerer, Managing Director, Motor Industries Co. Ltd., Bangalore.

Mr. V. M. Bhat, Commercial Director, Motor Industries Co. Ltd., Bangalore.

Mr. V. N. Gopinath, General Manager (Personnel), Motor Industries Co. Ltd., Bangalore.

Representing Workmen employed in the Factory and Offices of Motor Industries Co. Ltd., at Bangalore:

Officers of the Mico Employees' Association, Bangalore:

Mr. M. S. Krishnan, President.

Miss P. K. Raja Bai, Vice-President.

Mr. Lakshmaiah, Vice-President.

Mr. Harischandra, General Secretary.

Mr. Hanuman Singh, Asst. Secretary.

Mr. H. B. Bhadre Gowda, Treasurer.

SHORT RECITAL OF THE CASE

The Mico Employees' Association (Regd. No. 147) presented a Charter of Demands to their Employer by their letter No. MEA/SEC/26/1977 dated 22nd April 1977 (Annexure 'A' and forming part of the Settlement) in respect of workmen employed in the Factory and Offices of the Company at Bangalore.

Direct negotiations were held between the Company and the MEA thereafter with a view to come to an amicable settlement on the various demands raised by the MEA on behalf of the aforementioned workmen, as also other issues raised by the Company in regard to certain matters. The parties could not come to a settlement on all the demands raised by the MEA and a few points remained yet to be settled. Hence, the MEA by their letter MEA/SEC/1978 dated 13-1-1978 approached the Commissioner of Labour, Government of Karnataka, Bangalore. for intervention. Thereafter, the matter was admitted in conciliation by the Commissioner of Labour and State Conciliation Officer, Government of Karnataka, Bangalore, and the conciliation proceedings were held by him on 17-1-1978 and 24-1-1978. During and in the course of the conciliation proceedings, and with the good offices of the State Conciliation Officer, a Settlement in full and final settlement of all the demands and issues has been arrived at on 24th January 1978, as under :

TERMS OF SETTLEMENT

PART I — GENERAL

1. This Settlement shall come into force and shall be effective from 1st January 1977, except wherever a different date is specifically mentioned, and shall be valid and binding on the parties until 31st December 1979. Thereafter, it will continue to be in force and binding on the parties until it is terminated by due notice in accordance with the law and shall be binding on the workmen who are now in the employ or shall become employed in the Factory and Offices of the Company at Bangalore (in the Hourly Rated/Monthly Rated Wage/Salary categories), at a future date, as provided under Section 18(3) of the Industrial Disputes Act, 1947. This Settlement, in the manner stated herein, is in full and final settlement of all the demands made by the MEA vide their letter No. MEA/SEC/26/1977 dated 22nd April 1977 (Annexure 'A') and neither party shall have the right to terminate this Settlement during the period of its currency. Further, the workmen and the MEA

agree not to reopen any of the matters covered under this Settlement or to raise any demand of a collective nature which involves additional financial burden on the Company, during the period of the currency of this Settlement.

2. It is the intent and purpose of the parties hereto that this Settlement will promote and improve harmonious industrial relationship between the Company and the workmen. The workmen realise that in order to provide maximum opportunities for continued employment, good working conditions, wage/salary and other benefits to the workmen, the Company must be in a strong competitive position which means that the Company and the workmen must jointly make all efforts to place the Company in such a position. The workmen, therefore, agree to cooperate with the Company and support its efforts to increase production, productivity, quality of workmanship, methods improvement, process and lay-out changes, cost reduction, without adversely affecting the condition of service and security of employment of workmen. The workmen further agree to cooperate with the Company generally in matters of improvement of efficiency, the Company generally in matters of improvement of efficiency, elimination of wasteful practices, to strengthen goodwill between the Company, the MEA, the workmen, the consumer and the society in general.

3. In pursuance of the above, the Company may introduce rules and regulations from time to time as it may deem necessary and proper for the conduct of its business but the same shall not be inconsistent with the terms of this Settlement, the Standing Orders and labour laws. The MEA assures the Company of its whole-hearted support to the Management's efforts towards the overall improvement in the operations, efficiency, discipline in the Company and proper adherence to the hours of work and promotion of the welfare and interests of workmen.

4. The MEA agrees not to encourage or condone acts of theft, wilful damage to Company's property, mass violence and sabotage.

5. In order to ensure continued smooth working, the Company and the workmen, and on their behalf, the MEA, agree

that in no case will they resort to direct action, such as lock-outs, strikes in any form, go-slow and other coercive action without four days' notice. No workman shall resort to the above mentioned direct action without the approval of the MEA.

PART II—DEMANDS

1. Demand No. 1—Enhancement of wages/salaries

1.1 Increase in the all inclusive wages/salaries

All workmen (permanent, probationary and temporary), who were on the roll of the Company on 31st December 1976 will get an increase as shown below according to the grade in which they were placed on that date, added to their all inclusive wages/salaries from 1st January 1977. The amount that will be added to the individual's all inclusive wages/salary in each grade will be as under:

Grade as on 31st December 1976	Amount added to the all inclusive wages/ salary from 1-1-1977
	Rs. P.
G1	59.04
G2	60.12
G3	61.73
G4	63.34
G5	64.96
G6	66.57
G7	70.60
G8	74.66
G9	77.89
T1	67.39
T2	77.92
T2a	93.30
C1a	63.48
C1b	67.39
C1c	72.79
C1d	72.79
C1e	76.70
C2	85.61

1.2 Revision in the scales of all inclusive wages

1.2.1 The all inclusive wage scales will be revised from 1st January 1977 and the new all inclusive wage structure will now consist of 10 grades instead of 9. The cutting of the 10 grades will be as per Annexure 'B'.

1.2.2 The all inclusive wage scales are recast providing for incremental steps of 5. 5 and 10 years with enhanced incremental rates with effect from 1st January 1977.

1.2.3 With effect from 1st January 1977 the new all inclusive wage structure for Hourly Rated workmen shall be as per Annexure 'C'.

1.2.4 The demand regarding fitment on point to point basis linked with service, was discussed and dropped.

1.2.5 All Hourly Rated workmen, who were on roll on 31st December 1976 and who get an increase in their all inclusive wages as per 1.1 will be placed from 1st January 1977 in the appropriate grade as per the new all inclusive wage scale (Annexure 'C') and will thereafter get increments according to the new all inclusive wage structure on the dates they are due for increment. The implementation of the 10 grades in case of Hourly Rated workmen will commence from 1st March 1978 and will be completed in stages by 30th April 1978. The basis for fixing in the new grades will be the earlier assessment records of the workmen, which were taken into account while implementing the Analytical Job Evaluation System in 1975. However, the benefits will be accruing to the workmen retrospectively from 1-1-1977.

The Job Evaluation study in respect of workmen in Monthly Rated Categories (MIES), is in progress jointly by the representatives of the Management and the workmen. After the finalisation of the study, the new all inclusive salary scales and grades for the Monthly Rated category will be introduced. The benefit of the new all inclusive salary scales and grades will, however, be extended to the Monthly Rated workmen retrospectively with effect from 1-1-1977.

1.2.6 The demand for extension of the ad hoc increment of Rs. 40/- granted to certain categories of workmen, to all those

working in the supervisory cadre irrespective of their varying designations or/and wage scales, was discussed and dropped, as a dispute is pending before the Industrial Tribunal, Bangalore, in I.D. No. 13 of 1977.

2. *Demand No. II—Consumer Price Index Adjustments*

The method and manner of the adjustment of the all inclusive wages/salary due to fluctuation in the Consumer Price Index Number, which is in practice at present, will continue, except that the rate of adjustment will be increased to Rs. 1.50 per point rise or fall from Rs. 1.40 per point rise or fall, with effect from 1.1.1977. Further, in case the average Consumer Price Index Number for the working class of Bangalore Centre, compiled by the Labour Bureau, Government of India (Base 1960), falls below 327 points, for any quarter commencing from 1-1-1977, the all inclusive wages/salaries in the various scales will be adjusted as though it is 327 points. In other words, the average Consumer Price Index Number falling below 327 points will not have any effect on the all inclusive wages/salaries in the various scales.

In the event of the Base Year 1960 being changed for the C.P.I. Number for the working class of Bangalore Centre, compiled by the Labour Bureau, Government of India, during the currency of this Settlement, the Consumer Price Index Number at which it is fixed (327 points) and the adjustment of the new all inclusive wages and salary on account of fluctuation in the Index Number in each quarter, will be appropriately altered depending upon the linking factor that has to be adopted due to the change of the Base Year from 1960.

3. *Demand No. III—House Rent Allowance and Subsidies*

The existing system will continue.

4. *Demand No. IV—Bonus*

The Annual Bonus will be paid in accordance with the "Payment of Bonus Act, 1965".

5. *Demand No. V—Transport*

5.1 With effect from 1st January 1977, every workman will be paid by way of Transport Subsidy an amount of Rs. 50/- per month, instead of Rs 27.50.

5.2 This Subsidy will not be considered for Overtime, Annual Bonus, Provident Fund, Pension, E.S.I., Gratuity, etc.

5.3 Further, joint efforts will be made by the Company and the MEA with the BTS authorities to improve the public transport and increase the number of buses plying from different parts of the city to the Factory (Adugodi).

6. Demand No. VI—Promotion and Inter-departmental transfer Procedures

6.1 The proposals regarding the 'Promotion Procedure' submitted by the MEA are at present being jointly considered by the Sub-Committee appointed by the Management and the MEA. The recommendations of this joint Sub-Committee will be discussed between the Management and the MEA to arrive at a separate settlement. Until then, the existing 'Promotion Procedure' will continue.

6.2 As regards inter-departmental transfers, no change is required and the procedure laid down in the previous Settlement (Ref. Memorandum of Settlement dated 14-4-1969—Part III—Other issues—Clause 10) shall prevail.

7. Demand No. VII—Incentive Scheme

7.1 The present system of determining the incentive rate for every wage/salary category will be replaced by the mid-point of the all inclusive wage/salary scale as in January of each year. The mid-point will be determined by adding the minimum and the maximum of the all inclusive wage/salary scale of a particular wage/salary category and dividing it by 2.

Less than 0.5 paise is ignored and 0.5 paise and above is rounded off to the next full paise.

7.2 The incentive rate determined on the mid-point basis in January, shall be valid for a period of one year commencing from 25th December of the previous year to 24th December of the year (Example: for 1978, the period is from 25th December 1977 to 24th December 1978).

7.3 The above mid-point formula will come into effect from January 1978 based on the all inclusive wage/salary scale applicable for January 1978.

7.4 The method of calculation of incentive and its payment will continue as at present. However, the dates will change.

7.6. *Performance Allowance*

Workmen, who are eligible for Performance Allowance, will be paid at the rate of 10% of their all inclusive salaries (instead of at 5%) as on 1st of January of every calendar year, effective from 1st January 1977.

7.7 Except the above revision in the method of arriving at the incentive rate, incentive period, date of payment and increase in the percentage of Performance Allowance, all other conditions relating to entitlement and payment of Direct, Indirect, DPS, Premium and PA shall continue without any change.

8. *Demand No. VIII—Overtime Allowance*

Discussed and dropped.

9. *Demand No. IX—Night Shift Allowance*

Workmen placed in the 3rd shift will be paid Rs. 2.50 as Night Shift Allowance per attended shift, instead of Rs. 2/-.

10. *Demand No. X—Leave Travel Allowance*

Discussed and dropped.

11. *Demand No. XI—Leave Facilities*

11.1 The existing leave facilities and the method and manner of their utilisation will remain unchanged.

11.2 The number of paid holidays in a calendar year will be 13 days including National Holidays and Stock Taking Day, as at present.

12. *Demand No. XII—Working Hours*

There will be no change in the working hours for the General Shift employees, whose working hours at present are 48 hours per week.

13. *Demand No. XIII—Festival Advance*

The quantum of Festival Advance will be increased from Rs. 100/- to Rs. 200/-, with effect from 1-1-1978. However, there will be no change in the present method of recovery and the specified festivals for which this Advance is granted.

14. *Demand No. XIV—Extension of certain facilities existing in Nasik unit to Bangalore*

14.1 The age of superannuation (retirement from service) is increased from 55 years to 58 years. This extension of the retirement age will come into effect from 15th January 1978.

14.2 The demand for extension of other facilities prevailing in Nasik, to Bangalore, was discussed and dropped.

15. *Demand No. XV—All other existing facilities to continue*

Except to the extent expressly modified in this Settlement, all other rights, privileges and obligations of either party shall continue in full force and effect for the duration of this Settlement.

16. *Demand No. XVI—Effective Date*

The Settlement shall come into force as from 1st January 1977, except wherever a different date is specifically mentioned as already indicated under Clause 1—PART I—GENERAL of the “TERMS OF SETTLEMENT”.

PART III—OTHER ISSUES

Issue No. 1: Working time—wastage

Undue wasting of working time will be avoided by the workmen. Eg: Unnecessary loitering; frequent visits to toilet; spending more time than necessary while taking snacks and tea in the departments/shops; absence from work place; crowding in the gangway before the start of the rest interval, waiting for the siren.

Issue No. 2: Catering of snacks, coffee/tea before the commencement of the shift in the Canteen for the 1st shift employees.

Both the parties have agreed to discuss this issue further and endeavour to settle the same, during the currency of this Settlement.

Issue No. 3: Celebration of 'Ayudha Puja'

The workmen agree to celebrate the Ayudha Puja at common centres on a Range-wise basis instead of on the basis of departments and shops. Eg: In Ranges FAFA, FAFB, FAF.C, WMB, FVB, etc., instead of in the departments and shops coming under these Ranges.

The above method of celebration of Ayudha Puja will come into effect from 1978 onwards.

Issue No. 4: Free supply of milk

There will be no extension of free supply of milk to workmen other than those who are at present getting it, unless such free supply of milk is justifiable on the grounds of occupational health and medical reasons.

Issue No. 5: Uniforms

5.1 Workmen supplied with uniforms shall wear them while at work.

5.2 Entitlement for uniforms will in future be on the basis of the nature of work performed and not on the basis of the wages and salary limits of wage/salary grades.

5.3 Workmen whose nature of work does not make their clothes dirty are not entitled to supply of uniforms.

Issue No. 6: Contributory Medical Benefit Scheme

6.1 All workmen who are not covered under the E.S.I. Scheme will be covered under the "Contributory Medical Benefit Scheme".

6.2 The medical expenses incurred by the workmen for self and/or to the family members (wife and dependent children only) will be reimbursed to the extent of 50%.

6.3 The total financial liability extended by the Company by way of reimbursement of the actual medical expenses incurred in a calendar year shall not exceed Rs. 1,000/-.

6.4 The above increase in the total amount per calendar year will come into effect from 1st January 1978 and will be applicable to medical expenses incurred from that date.

6.4 All other terms and conditions governing the "Contributory Medical Benefit Scheme" as it exists at present will remain unaltered.

Issue No. 7: Incentive arrears

The incentive arrears payable to the workmen, consequent to the introduction of new all inclusive wage scales as per

Annexure 'C' from 1-1-1977, will be calculated on the basis of overall factory efficiency in case of those workmen covered under Direct Incentive Scheme, 20% incentive payment for workmen covered under DPS and Premium and as per the existing formula for those workmen covered under Indirect Incentive Scheme, for the year 1977 (10-1-1977 to 24-12-1977). The above calculation will be made on the grade in which the individual workman was placed as on 31-12-1976.

Issue No. 8: Payment of arrears arising out of this Settlement.

The arrears accruing out of this Settlement is agreed between the parties to be paid on or before 30th June 1978.

However, all workmen, who are on the roll of the Company on 31-12-1976 and continue to be in employment till the end of January 1978, will be paid an ad hoc amount consisting of increase in wages/salaries as per clause 1.1 under PART II—DEMANDS, and the difference in the increase of Transport Subsidy (Rs. 22.50 per month), for the year 1977, in the following manner:

Rs. 300/- as an advance already paid on 12-1-1978. The balance along with the salary/wages payable for the month of January 1978.

The workmen, who were employed by the Company during the year 1977 and are in service till the end of January 1978, will get the difference in the Transport Subsidy at Rs. 22.50 per month for the period of their service in 1977.

The above advance and ad hoc payment will be adjusted against the payment of final arrears payable on or before 30th June 1978.

The workmen, who were employed by the Company during 1977, will be eligible to receive the incentive arrears for the year 1977, as per Issue No. 7 of PART III—OTHER ISSUES, on pro rata basis, when the arrears are paid on or before 30th June 1978.

Signed at Bangalore this Twentyfourth day of January 1978.

ANNEXURE 'B'

Hourly Rated 10 Grades—Cutting

Grade		Job Points
G1	.. .. Upto	33.00
G2	.. .. "	48.00
G3	.. .. "	63.00
G4	.. .. "	78.00
G5	.. .. "	108.00
G6	.. .. "	138.00
G7	.. .. "	168.00
G8	.. .. "	198.00
G9	.. .. "	233.00
G10	.. .. Above	233.00

INTERNATIONAL INSTRUMENTS

FORM H

MEMORANDUM OF SETTLEMENT UNDER SECTION
12(3) READ WITH SECTION 18(3) OF INDUSTRIAL
DISPUTES ACT, 1947

REPRESENTING WORKMEN

INTERNATIONAL INSTRUMENTS EMPLOYEES' UNION AVALON GROUP
EMPLOYEES' UNION EMPLOYEES' UNION

Mr. H. MAHADEVAN,

(President, Joint Committee : President,
International Instruments Employees' Union:
Advisor, Avalon Group Employees' Union)

Mr. P. SELVAKUMAR,
(Vice-President)

Mr. G. SAMUEL RABINDRAN,
(President)

Mr. C. P. SAINATH RAO,
(General Secretary)

Mr. G. K. NARAYANA
PRASAD,
(Vice-President)

Mr. J. B. MENEZES,
(Joint Secretary)

Mr. S. T. NARASIMHAN,
(Vice-President)

Mr. V. HAREKISHEN,
(Asst. Secretary)

Mr. S. RAVICHANDRAN,
(General Secretary)

Mr. T. G. RAVINDRA,
(Treasurer)

Mr. E. J. D'VAZ,
(Joint Secretary)

Mr. K. P. RAMACHANDRAN,
(Treasurer)

REPRESENTING MANAGEMENT

INTERNATIONAL INSTRUMENTS LIMITED

Mr. N. KRISHNAN,
(Chairman & Managing Director)

Mr. N. SUDHAKAR, Mr. K. R. RENGARAJAN,
(Director & Chief Executive) (Personal Manager)

SHORT RECITAL OF THE CASE

Whereas following the termination of the Settlements dated 17th April, 1975 and 22nd September, 1976 by the International Instruments Employees' Union, Bangalore-560034, and the Avalon Group Employees' Union, Bangalore-560049 (hereinafter referred to as the "UNIONS") respectively, fresh Charter of Demands were submitted to the Management of International Instruments Limited (hereinafter referred to as the "MANAGEMENT") by letter dated 3rd January, 1979 by the International Instruments Employees' Union (representing the employees of Corporate, Instruments, Cables and Tachographs Divisions) marked Annexure 'I' and by letter dated 5th February, 1979 by the Avalon Group Employees' Union (representing the employees of Switches & Tele-communication Division) marked Annexure 'II';

Whereas a Joint Committee was formed by the two Unions under the Presidentship of Mr. H. Mahadevan and direct negotiations took place between the Unions represented by the Joint Committee, and the Management;

Whereas with a view to conclude a settlement on all the demands the intervention of Commissioner of Labour, Karnataka State was sought vide Letter No. PM: 79 dated 3-8-1979 of the Management and the dispute was admitted in conciliation by the Commissioner of Labour and State Conciliation Officer vide Notice No. IDA-5/CR-57/79-80 dated 3-8-1979;

Whereas discussions took place before the Commissioner of Labour on 3-8-1979 and all the issues having been fully and

finally resolved with the good offices of the Commissioner of Labour, the Parties agreed to sign a Settlement;

And Whereas at the request of the parties, it was agreed to sign the said Settlement on 6th August, 1979 at the premises of International Instruments Limited, 140, Hosur Road, Bangalore -560034, the terms of which are as follows:

TERMS OF SETTLEMENT

1. SCOPE OF SETTLEMENT:

These terms of Settlement will be applicable to all workmen on the permanent rolls of the company as on the date of the Settlement and employed on the permanent rolls thereafter.

2. SCALES OF PAY:

The revised scales of pay in respect of Grades I to VII effective 1st January, 1979 will be as per schedule 'A' attached. These revised scales of pay were arrived at by merger of a portion of Dearness Allowance, rationalisation of wage differentials and enhancement of incremental rates and stages.

3. FITMENT

The fitment of the employees in the various Divisions, covered by the Settlement, on the revised scales of pay, will be as under;

a) Employees of Corporate, Instruments, Cables and Tachographs Divisions :

To the pre-revised basic salary of each of the employees as on 1st January, 1979, a notional sum of Rs. 200 will be added, together with a service weightage to those applicable calculated as follows:—

Rs. 7.50 per year of completed service upto and including 10 years of completed service, and

Rs. 5.50 per year of completed service over 10 years of completed service.

NOTE:

Though the service weightage is for each completed year of service, for those over one year of service as on 1-1-1979,

as a special case, if they have completed 9 months, it will be deemed as one year of completed service for the purpose of calculation of service weightage.

Example: If an employee has completed 7 years & 10 months of service, it will be deemed as 8 years for this purpose.

The fitment of the employees, taking into account the sum so arrived at, will be by placement in the nearest lower step in the appropriate revised scales of pay. If there is any balance sum still available in respect of any individual employee, such amount will be extended to such individual concerned, as '*Special Personal Pay*'.

(Example: An employee is getting a Basic salary of Rs. 210 in Grade III after 8 years' of service:—

The fitment will be as follows:

Pre-revised Basic Salary	..	Rs. 210
Add Notional sum	..	Rs. 200
		Rs. 410
Add Service Weightage	..	Rs. 60
		Rs. 470
Total	..	Rs. 470

On the revised basic scale of pay in Grade III, he will be fitted on Rs. 454.50 (nearest lower step), the balance sum of Rs. 15.50 being treated as Special Personal Pay.

The Special Personal Pay will be considered for Bonus, E.P.F., E.S.I., Gratuity and Overtime.

In any case, after addition of the notional sum of Rs. 200 and the Service Weightage if any, to the pre-revised basic salary, if the sum so arrived at is less than the minimum of the appropriate revised scale, then the fitment will be on the minimum.

b) Employees of Switches & Telecommunication Division

The employees of this Division will be fitted on point-to-point basis. For example, if an employee's basic salary is on the 5th step i.e., Rs. 130 in pre-revised Grade II, he will be fitted on the 5th step of the revised Grade, i.e., Rs. 373.

4. DEARNESS ALLOWANCE FROM 1st JANUARY, 1979

a) The minimum irreducible D.A. applicable upto and includ-

ing 350 points of Bangalore working class Cost of Living Index (Base: 1960=100) will be Rs. 153.

b) for variation over 350 points, the variable D.A. will be calculated for each point over 350 points at :

<i>Rate</i>	<i>Period</i>
Rs. 1.60 ..	1-1-1979 to 31-12-1979
Rs. 1.75 ..	1-1-1980 to 31-12-1980
Rs. 1.85 ..	1-1-1981 to 31-12-1981
Rs. 2.00 ..	From 1-1-1982 onwards

Adjustment will be made as hitherto, based on the index applicable to two months prior to each month.

(Example: At 354 points (index for May 1979), the total D.A. payable for July 1979 on the revised basis, including variable D.A. will be, Rs. 153+Rs. 6.40—Rs. 159.40.

5. HOUSE RENT ALLOWANCE

The revised House Rent Allowance as applicable to confirmed employees will be as follows effective 1st January, 1979:—

<i>Basic Salary range</i>	<i>HRA amount</i>
Rs. 300 to Rs. 519	Rs. 50
Rs. 520 to Rs. 739	Rs. 57.50
Rs. 740 and above	Rs. 65

6. PRODUCTIVITY BONUS

While the payment of profit sharing bonus will continue as per the provisions of Payment of Bonus Act, it has been agreed, to introduce a Productivity Bonus Scheme in lieu of the existing Ad hoc payment which will cease with effect from 31-12-1978. The terms and conditions relating to the productivity bonus scheme and payment arising therefrom have enumerated in Schedule 'B' attached.

7. CONVEYANCE ALLOWANCE

The Conveyance Allowance will be revised with effect from 1st January, 1979 as follows:

- Rs. 1.55 per day—Corporate Office & Instruments Division
- Rs. 1.70 per day—Cables Division at Bommanahalli.

Rs. 1.85 per day—Tachographs, Switches & Telecommunications Divisions and Divisions in Bommasandra.

8. EMPLOYEES WORKING IN UNITY BUILDINGS

For employees working in Unity Buildings at present, they will qualify for an all-inclusive allowance of Rs. 3 each per day attended towards Conveyance and Lunch subsidy. Once they are transferred to the premises of 140, Hosur Road or other Divisions, these benefits will be in line with those enjoyed by the other employees in the premises of 140, Hosur Road or as prevailing in the respective Divisions wherever they are assigned.

9. NIGHT SHIFT ALLOWANCE

This allowance stands revised effective 1st January, 1979, as follows:—

II shift	..	Rs. 1.60 per shift attended
III shift	..	Rs. 2.25 per shift attended (shift duty exceeding 12 mid night)

10. EDUCATIONAL ASSISTANCE

The allowance extended by way of Educational Assistance, will be enhanced from Rs. 10 to Rs. 15 per month per child not exceeding two children upto & including SSLC effective the academic year commencing in 1979.

11. ATTENDANCE BONUS

The revised attendance bonus effective 1st January, 1979 will be Rs. 15 per month. The Management has further agreed to remove the ceiling of Rs. 500 basic salary for this purpose, so that all employees from Grade I to Grade VII will qualify.

12. ALLOWANCE FOR HAZARDOUS JOBS

The existing special allowance will be enhanced from Rs. 15 per month effective 1st January, 1979 as under:—

- i) Employees in Plating, Buffing and Die casting Sections .. Rs. 25 per month
- ii) Employees in other jobs for which this allowance is being extended .. Rs. 20 per month

13. LUNCH ALLOWANCE

This will be Rs. 3 instead of Rs. 2 with immediate effect.

14. SAFE DRIVING AWARD

The award effective 1979-80, will be modified as under:

First Year	..	Rs. 150
Second Year	..	Rs. 175
Third Year	..	Rs. 200
Fourth Year and thereafter	..	Rs. 225

This is subject to the condition that if any driver is declared not eligible for the award in a particular year, even although he qualified for the awards in the earlier year/s, he will be reverted to the first slab of Rs. 150 when he qualifies for the award again.

Drivers who qualified for Rs. 150 for the year 1978-79 will be considered for Rs. 175 for the year 1979-80 provided they are declared eligible for the award.

15. DAILY ALLOWANCE ON O.O.D. (BATTA)

This will be revised suitably by the Management effective 1st August, 1979.

16. ABSENCE ON ACCOUNT OF INDUSTRIAL ACCIDENTS/OCCUPATIONAL DISEASES

It has been agreed that only in cases of industrial accidents arising out of and in the course of work of occupational diseases, the Management will extend with effect from 1st January, 1979, the difference between his basic wages and D.A. and the ESI benefits for the period of such absence, subject to production of ESI certificate to this effect.

17. UNIFORMS AND SAFETY SHOES

The demand for certain categories not provided at present but referred to in the Charter, will be referred to the Chief Inspector of Factories, Karnataka State: Consideration will be based on the nature of job and the safety required if any.

18. FESTIVAL ADVANCE

The quantum of festival advance, with immediate effect, will be the monthly basic salary on the revised scales of pay including personal pay, if any, minus a sum of Rs. 175. There

will be no change in the mode of recovery/number of instalments.

19. LEAVE FACILITIES

a) CASUAL LEAVE AND SICK LEAVE effective 1979 will be increased by one day each.

b) Effective 1st January, 1980, for the purpose of calculation of statutory leave with pay (EARNED LEAVE) under the Factories Act, the leave so earned will also be taken into account for earning this leave. In other words, if an employee was credited with 14 days leave on 1-1-1979 as per Factories Act, these 14 days will be added to the no. of days actually worked during 1979 and the earned leave will be credited for 1980 based on 1 day for every 20 days. Assuming he had worked actually 240 days during 1979, the leave credited to him on 1-1-1980 will be on the basis of 1 day for every 20 days, for 254 days.

Leave carried forward from previous year/s, will not be considered for this purpose.

20. HOLIDAYS

The National/Festival Holidays will be increased from 11 days to 12 days a year effective 1st January, 1980.

21. CANTEEN SUBSIDY

It has been agreed that the minimum rate for meals supplied in Instruments/Cables Canteens effective 1st April, 1979 will be Rs. 2.00 per meal. This will apply for Cost of Living Index upto 350 points. Of this rate of Rs. 2.00, the Company will subsidise to the extent of Rs. 1.20 while the employees will pay 80 paise per meal.

Based on the Cost of Living Index over 350 points, adjustment will be made for every block of 5 points movements i.e., Blocks of 351 to 355; 356 to 360 and so on at 2 paise, 1 paise to be borne by the employee and 1 paise by the Company.

Switches & Telecommunications Division and Tachographs Division will continue the rates and adjustments made as per present practice.

In respect of snacks/tea, the Company's subsidy will be 5 paise for every 15 paise coupon, the balance 10 paise being paid by the employee. This enhanced subsidy will apply with immediate effect for the coupons purchased hereafter.

Effective 15th August, 1979, no snacks or tea will be served at the workspot in any of the Divisions. Arrangements will be made to serve them at the Canteen (in the case of Switches & Telecommunication Division, the place assigned for this purpose) ten minutes earlier to the starting time of 1st shift and General Shifts A and B. The employees, after finishing the snacks and tea must punch in within ten minutes of the starting time i.e., 6-10 a.m. and 8-10 a.m. as the case may be. Entry into the factory will, however, be as per normal practice.

The second shift employees will be permitted between 4-15 p.m. and 4-25 p.m. to proceed to Canteen, have the snacks and tea and return. Third shift employees will take tea at the prescribed places.

Further, it is also agreed that no employee will be permitted to have lunch/snacks at the workspot. These must be taken at the second wing of the Canteen premises.

It is clearly understood that no tea or snacks will be served at the workspot and this facility will be completely withdrawn with the alternative arrangements at the canteen. Second supply of tea will be made available at certain prescribed places.

22. JOB EVALUATION

It is agreed that a Job Evaluation will be conducted by an outside expert in the field like, National Productivity Council, NITIE, etc., and based on the result of their study, the matter including the date of implementation, would be discussed mutually and settled.

23. GEAR HOBBING

This issue will be settled separately with the representatives of International Instruments Employees' Union.

24. SERVICE MOMENTOES

The Management has indicated their willingness to award

service momentoes for 15 years of service and 20 years of service, in addition to the existing momento for 10 years.

25. HOUSING COLONY

The principle of formulating a scheme for a Housing Colony for the Company employees is agreed to and the working arrangements would be taken up for discussions at the earliest.

26. EMPLOYEES OF TIM/ELECTRONICS DIVISION

Being a new Division and the present Agreement not covering them, the service conditions governing those employees and the manner in which they are brought on a par with others would be discussed between the Management and International Instruments Employees' Union at the appropriate time.

27. GENERAL

a) The Unions have agreed not to press all the other demands raised in their Charter of Demands or during discussions, but not specifically referred to in this Settlement. Such demands shall be treated as having been dropped for the period of the Settlement.

b) It has further been agreed by the Unions that during the currency of this Settlement, neither the workmen nor the Unions will make any demand of whatever nature which would involve additional financial burden on the part of the Company, other than arising under this Settlement.

c) The workmen and the Unions assure the Management of industrial peace and uninterrupted production and also their whole-hearted co-operation in maximising productivity and avoiding wasteful practices, and also in improving discipline.

d) Except to the extent expressly modified in this Settlement all other rights, privileges, and obligations of either party shall continue in full force and effect for the duration of this Settlement.

28. PERIOD OF SETTLEMENT

It is agreed that this Settlement shall be in force for a period of four years from 1st January, 1979. The provisions of the Settlement shall continue to remain in force thereafter until

terminated by two months' notice in accordance with the provisions of the Industrial Disputes Act.

IN WITNESS WHEREOF, the parties have signed this Settlement on the Sixth day of August, One thousand Nine Hundred and Seventy Nine.

SCHEDULE 'A'

Revised Scales of Pay effective 1st January, 1979

<i>Grades</i>	<i>Scales of Pay</i>
	Rs.
I	300-7-328-12-448-14½-535
II	325-12-493-17-595
III	352½-17-590½-19½-707½
IV	382½-19½-655½-22-787½
V	417½-22-725½-24½-872½
VI	455-24½-798-27-960
VII	515-27-677-32-869-EB-32-933-37-1155

SCHEDULE 'B'

Productivity Bonus in lieu of Existing Ad hoc Payment

1 AIM

To substitute the existing ad hoc payments, with a Productivity Bonus Scheme, which will improve productivity of the employees and also provide for sharing the benefits.

Consequently, the system of ad hoc payment will cease with effect from 31-12-1978, the last payment having been made for the year 1978 as per our notice 15th June, 1979 covering corporate. Instruments, Cables & Tachographs Divisions and our notice dated 17th June, 1979 covering Switches & Telecommunication Division employees.

2. SCHEME

a) (i) *Base Level Production*

The minimum base level production to qualify for payment of Productivity Bonus under the scheme and the manpower (excluding Executives) that had been taken into account for this purpose will be:

DIVISION	PRODUCTION in units per quarter	MANPOWER
Instruments	350,000	1,025 (including corporate)
Cables	200,000	99
Switches & Telecommunication	130,000	334
Tachographs	750	42
	Total:	1,500

(ii) For any man power increase over the man power indicated in (i) above, the base level production will also increase correspondingly as follows:

DIVISION	No. of employees if added	Base level will increase by
Instruments	20 (including Corporate)	13,500
Cables	4	9,000
Switches & Telecommunication	10	5,000
Tachographs	3	60

It is specifically understood that this formula is not indicative of the actual productivity per head that could be achieved.

(iii) For achievement of base level production in Sub-Clause (i) and (ii) above, each qualifying employee will be eligible for a sum of Rs. 70 per quarter as 'Base Level Payment'.

b) (i) For production over the base level indicated in Clause (a) above, the qualifying employees will share equally the following payments:

DIVISION	Slab over base level Production	Payment
Instruments	for every 5,000 units	Rs. 1,000
Cables	for every 2,500 units	Rs. 120
Switches & Telecommunication	for every 2,500 units	Rs. 350
Tachographs	for every 25 units	Rs. 60

(ii) Based on the actual production as indicated in the production sheet submitted by FPS to D&CE, calculation will be made for production over the base level, each quarter, viz., January to March, April to June, July to September and October to December, for all the four divisions. The total amount so pooled together will be shared equally by all the qualifying employees of these four divisions and Corporate.

(iii) Calculation will be made on the basis of the actual slabs of production achieved during the quarter over the base level, with no pro-rata payment for production within a slab. Such units not taken for calculation during one quarter will, however, be taken into account for the purpose of calculation for the following quarter.

For example, if in Instruments Division, a total production of 422,000 units were achieved in a quarter, the payment for the quarter will be calculated on production over 350,000 units, i.e., 72,000 units in multiples of 5,000 units. Since this will come to 14 slabs of 5,000 units each, the payment under the scheme over the base level will be Rs. 14,000 to be shared. The remaining 2,000 units will be taken into account and added to the production of next quarter.

Similarly, calculation will be made based on the actual unit slabs achieved in each division during a quarter over the base

level production for the purpose of determining the amount to be shared by the qualifying employees.

3. CONDITIONS

(a) Payment for the production including the base level will be effected within one month following each quarter and the exact date will be decided based on the practical experience.

(b) (i) Only confirmed employees of Corporate, Instruments, Switches & Telecommunication, Cables and Tachographs Divisions will qualify for the payment.

(ii) Any employee appointed on confirmed basis during a quarter will qualify for the payment only from the next quarter. In other words, an employee should have been in service on confirmed basis throughout the quarter to qualify for the payment.

Example: If a trainee was appointed on confirmed basis after the training, say on 15-1-1979, he will qualify for payment under the scheme only as from the quarter commencing April and not for the earlier quarter.

c) Those who have been on leave/absence without pay (other than leave with pay to their credit, ESI and Maternity Leave), for more than 15 days in a quarter, will qualify for pro-rata payment based on their actual attendance.

d) The part production employees will ensure necessary flow of components for targetted production. In addition, they will also fill up the daily production docketts for which purpose, suitable forms will be introduced.

e) Indirect employees will also, in their respective functions, coordinate with a view to ensure that the targetted production is achieved without any hindrance. Purchase Department will ensure free flow of bought-out components so as to meet the targetted production.

f) (i) While every effort will be made to improve productivity/production by providing necessary components, if in any

quarter, for any reasons beyond the control of employees (for example: reasons of marketing, shortage of available bought-out components and raw materials, etc.,) the production falls below the minimum base level, though in the normal course, no payment need be extended, it has been agreed to extend the base level payment in respect of such division subject to the specific condition that any shortfall below the base level will be made up in the following quarter and all employees, will co-operate to achieve this. If however, the production falls below the base level for two consecutive quarters, then the matter of payment as the corrective action to be taken, will be discussed and settled mutually.

(ii) Production below the base level for causes within the control of the employees such as strikes, go-slow, etc., will disentitle them from payment under the scheme.

g) Payment under the scheme will not attract any other fringe benefits, such as, Bonus, EPF, ESI, Gratuity, Overtime etc.

h) The scheme has been arrived at taking into account the existing layout, machinery, product/products manufactured, product-mix; including the machinery, to be added and the projections during the next four years and also the man-power required for this purpose. If there are any appreciable change in any or all of these factors, the norms will be subject to mutual review and finalisation.

i) (i) The scheme will come into operation effective the quarter commencing 1st July, 1979.

(ii) However, for the previous two quarters, January to March and April to June, 1979, each eligible employee will be paid at Rs. 70 per quarter and this payment will be made along with the arrears under the settlement.

j) It is specifically agreed that this productivity scheme would be implemented, ensuring at the same time that the present standard of quality levels will be maintained. In other words, the increased production/productivity should not be at the cost of or sufferance of quality.

WIDIA (INDIA) LTD.

FORM 'H'

MEMORANDUM OF SETTLEMENT

(Under Section 12(3) of the Industrial Disputes Act, 1947 and Rule 59 of the Industrial Disputes (Mysore Rules 1957).

EMPLOYER

Widia (India) Limited,
Bangalore-560022.

Represented by:

- 1) Mr. C. I. Rentrup
Wintergalen,
Managing Director.
- 2) Mr. R. Srinivasan,
Director.

EMPLOYEE

Widia (India) Employees'
Association, Bangalore-3.
(Affiliated to AITUC)

Represented by:

- 1) Mr. Babu Mathew,
President.
- 2) Mr. M. R. Pasha,
Vice-President.
- 3) Mr. M. Ibrahim Khan,
General Secretary.
- 4) Mr. S. J. Phaniraj,
Assistant Secretary.
- 5) Mr. David Lurshay,
Treasurer.

SHORT RECITAL OF THE CASE

Whereas Widia (India) Employees' Association placed a Charter of Demands on the Company by their letter IK/40/77-78 dated 16th November 1977 as shown in Annexure 'A',

Whereas the Management held negotiations with the representatives of the Association on the demands placed by the Union,

Whereas the parties could not come to an agreement,

Whereas on the letter dated 12-5-1978 of the Widia (India) Employees' Association, the parties sought the intervention of the Commissioner of Labour, Government of Karnataka, Bangalore,

Whereas the matter was admitted in conciliation by the Assistant Labour Commissioner, Bangalore Division I, Ban-

galore, vide his Conciliation Notice 1DA/SR-27/78-79 dated 18th May, 1978,

Whereas with the good offices and assistance of the Additional Labour Commissioner and the Assistant Labour Commissioner, the parties agreed to settle amicably the Charter of Demands of the workmen on the following terms:

It is agreed between WIDIA (India) Employees' Association on the one hand and WIDIA (India) on the other, as under :

I. PREAMBLE

The parties hereto affirm their faith and belief in promoting and preserving industrial peace and harmonious industrial relations through collective bargaining.

II. TERMS OF THE SETTLEMENT

1) Revision of Basic Wages:

It has been agreed to increase the basic wages of each workman covered by this Settlement by Rs. 35/-. Consequently the wage scales are revised from 1-1-1978 as detailed in Annexure 'B'.

2) Weightage increment for service:

Along with the revision of wages as above, workmen will receive service increment as detailed below:

i) Such of the workmen who will be completing five years of confirmed service during the tenure of this settlement will be given the benefit of an increment effective from January or July immediately following the completion of the said five year service, and the next weightage increment in January or July following their dates of completing 10 years of service with the company.

ii) Workmen who would have completed five years of confirmed service by 1-1-1978 but did not become eligible for the additional increment as per clause 2 of the settlement dated 19th December 1974 will be given the benefit of (a) one increment on 1-1-1978 and (b) one further increment effective from January or July immediately following the completion of ten years of continuous confirmed service with the company.

iii) Those workmen who have completed five years of confirmed service as on 1-1-1978 and also became eligible for and received in additional increment as per clause 2 of the settlement dated 19th December 1974 will be given the benefit of an in accordance with the revised wage scales applicable to the workmen concerned.

Grant of weightage increment for service as above, will be in accordance with the revised wage scales applicable to the workmen concerned.

3) *Annual increments:*

The annual increment provided in the wage scales set out in Annexure 'B' shall not be a matter of course, but shall be subject to efficiency, work, attendance or conduct being satisfactory to Management.

4) *Dearness Allowance:*

With effect from 1-1-1978, employees covered by this settlement will be paid (i) a fixed Dearness Allowance of Rs. 201/- would be paid corresponding to the Cost of Living Index of 310 points (as compiled by Labour Bureau, Simla, for Bangalore Centre—1960=100). The Dearness Allowance will be protected at this level even in case of fluctuation below 310 points and (ii) in addition, for every point rise over 310 points in the above Cost of Living Index, a variable dearness allowance of Rs. 1.75 will be paid.

For the purpose of calculating the variable dearness allowance payable for any month, the average cost of living index figures of the three preceding months will be used and in doing so fractions less than $\frac{1}{2}$ will be ignored while fractions higher than $\frac{1}{2}$ will be rounded off to one.

5) *House Rent Allowance:*

This allowance currently paid to workmen under the head "Miscellaneous" is revised from Rs. 20/- per month to Rs. 28/- per month effective from 1-1-1978.

6) *Commutation Allowance:*

At present this allowance is paid to employees not using com-

pany's chartered buses. Also the allowance varies from Rs. 13 to Rs. 17. Instead, it is agreed to pay uniformly to all the employees, not availing of the chartered buses arranged by the company, an allowance of Rs. 50/- per month. This revised allowance effective from 1-1-1978 will be paid pro rata for the number of days attended.

In regard to the workmen who opt to make use of chartered buses arranged by the company, there will be no change in the practice hitherto being followed.

7) *Attendance Bonus:*

With effect from 1-1-1978, the attendance bonus payable is revised from Rs. 10 per month to Rs. 12 per month. The conditions attached to the payment of this allowance will remain unchanged.

8) *Night Shift Allowance:*

It is agreed to increase the night shift allowance from Rs. 1.50 to Rs. 2.00 per shift attended in respect of those placed in 2nd or 3rd shift working. The revised allowance will be payable from 1-1-1978.

9) *Casual Leave:*

The quantum of casual leave is increased from 7 days to 8 days.

10) *Festival Advance:*

A festival advance of upto Rs. 200/- will be given subject to existing conditions governing such advances.

11) *Long Service Memento :*

Employees completing 10 years of confirmed satisfactory service will be presented with a long service memento in the form of an HMT Steel case Automatic wrist watch or a wrist watch of similar type and value. The selection of the Watch will be left entirely to the management's decision.

III..TERMS AND CONDITIONS NOT SPECIFIED

The terms and conditions of service in force immediately

prior to this settlement and not specifically mentioned in or varied by this settlement or by any law from time to time in force shall continue unaffected.

IV. GENERAL

The Association and workmen undertake to fully co-operate with the Management in improving efficiency, increasing production, productivity, cutting down costs, avoidance of waste and performing a fair day's work; in maintaining discipline; in avoiding careless operation and damage to property.

The Association agrees to abide by the Grievance Procedure and not to take arbitrary action which would by-pass this Procedure.

V. OTHER DEMANDS AND GRIEVANCES

The workmen and the Association undertake:

i) to drop all pending demands under reference to the Management, and

ii) not to raise or pursue during the operation of this settlement any demands involving directly or indirectly any financial commitments on the part of the Management except as regards Bonus which is payable under the Payment of Bonus Act and the rules made thereunder.

VI. PERIOD OF SETTLEMENT AND APPLICABILITY

This settlement shall apply to all workmen in the factory in Bangalore in respect of whom the Association is recognised namely all employees other than Supervisory Staff, Section Officers and other Management Staff. Consequently the benefits arising out of this settlement shall cover all such workmen who are on the rolls of the company as on the date of signing the agreement.

This settlement shall be effective from 1-1-1978 and shall remain in force until 31-12-1980. The Management and the Association agree not to insist on the formal termination of this Settlement as laid down under Section 19 of the Industrial Disputes Act, 1947, but to implement any settlement that

may be reached after 31st December 1977 with effect from 1st January 1981.

VII. PAYMENT OF ARREARS

All benefits accruing under this Settlement will be given with retrospective effect from 1-1-1978 and the arrears due will be computed and disbursed before 20th June 1978.

IN WITNESS WHEREOF, THE PARTIES AFFIX THEIR SIGNATURES TO THIS SETTLEMENT THIS 26TH DAY OF MAY 1978.

ANNEXURE 'B'

1. WAGE SCALE :

The following shall be the Wage Scale in force during the period of settlement:

Existing: Rs. 180-7.50-235-10-305

Proposed: Rs. 215-7.50-290-10-340-12-400

—Mali, Sweeper, Helper-B.

Existing: Rs. 200-9-290-12-350

Proposed: Rs. 235-9-325-12-385-14-455

—Machine Operator, Furnace Operator-C, Security Guard, Office Boy, Peon/Bearer, Electrician-B, Fitter-B, Packer-B, Carpenter-B, Welder-B, Helper-A.

Existing: Rs. 250-11-360-14-430.

Proposed: Rs. 285-11-395-14-465-17-550.

—Machine Operator, Furnace Operator-B, Typist, Clerk, Male Nurse, Jr. Assistant-B, Despatch Rider, Driver, Electrician-A, Fitter-A, Packer-A, Carpenter—A, Welder-A, Draughtsman-B, IBM Machine/Punch Operator-C, Inspector-B, Assistant Planner-C, Laboratory Assistant-B, Instrument Mechanic-B.

Existing: Rs. 300-15-450-17-535.

Proposed: Rs. 335-15-485-17-570-19-665

—Machine Operator, Furnace Operator-A, Shift-in-Charge-C, Tool Maker-C, Jr. Assistant-A, Stenographer-B, Draughtsman-A, Assistant Planner-B, IBM Machine/Punch Operator-B, Laboratory Assistant-A, Inspector-A, Instrument Mechanic-A, Chargehand, Receptionist.

Existing: Rs. 370-17-540-19-635

Proposed: Rs. 405-17-575-19-670-21-775.

—Shift-in-Charge-B, Tool Maker-B, Sr. Assistant-B, Stenographer-A, IBM Machine/Punch Operator-A, Assistant Planner-A.

Existing: Rs. 420-20-620-25-745.

Proposed: Rs. 445-18-625-22-735-26-865.

—Shift-in-Charge-A, Tool Maker-A.

Existing: Rs. 420-20-620-25-745.

Proposed: Rs. 455-20-665-25-780-30-930.

—Store Keeper, Sr. Assistant-A.

HINDUSTAN COPPER LIMITED

MEMORANDUM OF AGREEMENT

NAME OF PARTIES

Representing Management:

1. Shri J. C. Marwaha, Chairman.
2. Shri K. V. Ramachandran, General Manager (Personnel).
3. Shri K. G. Gadi, General Manager, Khetri Copper Complex.
4. Shri M. A. Khan, General Manager, Indian Copper Complex.
5. Shri P. K. Johari, Chief Personnel Manager, Khetri Copper Complex.
6. Shri K. K. Vidyarthi, Chief Personnel Manager, Indian Copper Complex.

7. Shri U. Sen, Personnel Manager, Head Office.
8. Shri D. P. Sinha, Deputy Manager (Personnel), Head Office.

Representing Workmen:

- I. Mosaboni Mines, Indian Copper Complex,
(Mosaboni Mines Labour Union)
S/Shri
 1. Shri Sidheswar Choudhury, President
 2. Jagannath Majhi, Vice-President
 3. Ashok Kumar Mishra, General Secretary
 4. Bhado Hansda, Assistant Secretary
- II. Moubhandar Works, Indian Copper Complex (I.C.C. Workers' Union), AITUC.
S/Shri
 1. K. G. Sriwastava, General Secretary, AITUC.
 2. Kedar Das, President.
 3. Sardar Khan, Vice-President.
 4. Basuki Singh, Assistant Secretary.
- III. Khetri Copper Complex, (Khetri Copper Mazdoor Sangh).
S/Shri
 1. O. P. Aghi, Secretary, BMS.
 2. M. L. Saini, Patron.
 3. S. S. Bhatti, President.
 4. G. R. Sharma, General Secretary.
- IV. Chandmari Copper Project, (Khetri Tamba Shramik Sangh/
Chandmari Branch) AITUC
S/Shri
 1. P. S. Parmar, President.
 2. R. C. Yadav, Vice-President.
 3. Suresh Kumar Sharma, Joint Secretary.
 4. Naurang Lal, Organising Secretary.
- V. Dariba Copper Project, (Copper Project Mazdoor Union).
S/Shri
 1. Jai Kishan Sharma, President.
 2. Ram Singh, General Secretary.

3. Bhairu Sahai, Secretary.
4. Keramat Khan, Executive Member.

VI. Rakha Copper Project, (Rakha Copper Mazdoor Sangh)
AITUC
S/Shri

1. Tika Ram Majhi, President.
2. J. K. Mahato, Vice-President.
3. B. S. Banra, General Secretary.
4. Ravindra Sinha, Executive Member.

CHAPTER—I

1.0 Background

1.1 The wage structure and other terms and conditions of service of workmen of the different projects of Hindustan Copper Ltd. are at present governed by separate wage settlements arrived at between the management and the unions of the different projects.

1.2 The existing settlements regarding wages etc. of workmen of Moubhandar Works and Mosaboni Mines of Indian Copper Complex have expired on 31-8-1979. The Settlement which is currently in force at Khetri Copper Complex (the provisions of which were extended to cover workmen of Chandmari Copper Project also) is due to expire on 30-4-1980. The settlements governing workmen of Dariba Copper Project and Rakha Copper Project are due to expire later.

1.3 Various discussions were held by the Chairman, HCL, with representatives of recognised unions and national level leaders of affiliated unions to jointly explore the modalities for arriving at an All India Wage Settlement which will cover workmen of different projects and lead to uniformity in the wage structure and general terms and conditions of service of workmen. It was jointly decided that four representatives of the recognised union at each project will represent the workmen at the All India wage Negotiation Committee for finalising revision in the wages etc. of workmen of the projects of Hindustan Copper Limited.

1.4 The representatives of workmen met on 23rd and 24th August, 1979 and submitted a charter of demands for discussions (copy at Annexure—I).

1.5 Wage negotiation between representatives of Management and Unions commenced on 24-8-1979 and, thereafter, various detailed negotiations, discussions and consultations were held between the parties from time to time. Two sub-committees were constituted by the Wage Negotiation Committee to examine certain select matters, details of which are given at Annexures—II & III. After protracted negotiations both parties have arrived at an agreement on 27th March, 1980 as hereunder :

CHAPTER—II

2.0 *Scope and coverage*

2.1 This agreement shall cover all workmen borne on the rolls of the projects of Hindustan Copper Limited at—

- (i) Moubhandar Works of Indian Copper Complex;
- (ii) Mosaboni Mines of Indian Copper Complex;
- (iii) Khetri Copper Complex;
- (iv) Chandmari Copper Project;
- (v) Dariba Copper Project; and
- (vi) Rakha Copper Project.

2.2 Except where otherwise specifically stated, the provisions of this agreement shall come into force at different projects with effect from the appointed day, as shown below:

<i>Name of Project</i>	<i>Appointed day</i>
(i) Moubhandar Works of Indian Copper Complex	1.9.1979
(ii) Mosaboni Mines of Indian Copper Complex	1.9.1979
(iii) Khetri Copper Complex	1.5.1980
(iv) Chandmari Copper Project	1.5.1980
(v) Dariba Copper Project	1.5.1980
(vi) Rakha Copper Project	1.5.1980

2.3 Until the appointed day from which this agreement shall come into effect, the workmen of different projects will continue to be governed by the provisions of the existing settlements in force as applicable to them.

2.4 This agreement will expire on 31-8-1983 in respect of all projects.

CHAPTER—III

3.0 *Minimum wage and wage structure*

3.1 The wage structure of workmen shall consist of:

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

3.2 *Minimum Wage*

3.2.1 The minimum wage of workmen shall be Rs. 500/- per month consisting of:

(i) Basic Pay	— Rs. 350.00
(ii) Fixed Dearness Allowance	— Rs. 124.00
(iii) Variable Dearness Allowance at CLI 340 (1960=100) as on 1.9.1979 @Rs. 1.30 per point	— Rs. 26.00
Total	— Rs. 500.00

3.2.2 The above minimum wage include the element of Variable Dearness Allowance computed at CLI 340 (1960=100). Accordingly, the above minimum wage will come into force at different projects, where the date of implementation of the agreement is 1-5-1980, with suitable change in the quantum of Variable Dearness Allowance as may be applicable on 1-5-1980.

3.2.3 The above minimum wage is computed by relating the Fixed Dearness Allowance to CLI 320 (1960=100) of the All India Consumer Price Index for industrial workers.

3.3 *Revision in scales of pay*

The existing scales of pay of workmen of different projects shall be revised. The existing scales of pay and corresponding revised scales of pay of workmen of different projects are given at Annexure—IV.

3.4 *General increase in wages*

All workmen who are on the rolls of the Company on the appointed day on which this agreement comes into force shall be granted an increase in wages of 60/- per month and thereafter fitted in the revised scales of pay.

3.5 *Fitment*

3.5.1 The sum of gross wages consisting of pay, fixed dearness allowance and variable dearness allowance admissible to each workman on the appointed day in his pre-revised scale of pay shall be treated as the 'pre-revised wage' of the workman.

3.5.2 To the pre-revised wage a sum of Rs. 60/- (being the general increase in wages referred to in para 3.4) shall be added and the sum so arrived at shall be treated as the 'revised wage' of workmen.

3.5.3 The revised basic pay of each workman shall be calculated in such manner that the revised basic pay, fixed D.A. and Variable D.A. is equivalent to the revised wages. Thereafter, each workman shall be fitted with effect from the appointed day on which the agreement comes into force, in the corresponding revised scale of pay at the stage equivalent to the revised pay or, if no such stage is available, at the next immediately higher stage. Examples of fitment are given at Annexure—IVA.

3.5.4 The stages at which persons who are drawing a basic pay below Rs. 240/- in the pre-revised scales of pay are to be fitted in the revised scales of pay are given at Annexure—IVB.

3.5.5 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 amount equivalent to one increment last drawn by a workman.

3.5.6 It is agreed that workmen of Indian Copper Complex who are in receipt of free accommodation, free electricity, free fuel or house rent allowance in excess of Rs. 15/- per month, shall be granted option to receive the cash value of perquisites enjoyed by them (vide Annexure—V) and the system of grant of such free perquisites shall be abolished. All workmen who are in receipt of the above free perquisites shall have the option—

- (a) either to retain all the free perquisites received by them until such time they continue on their revised scales of pay or
- (b) to receive the cash value of all the free perquisites received by them as compensatory pay.

Six months' time shall be given for exercising option. Option once exercised shall be final and binding.

3.5.7 Workmen appointed on or after the appointed day on which the agreement comes into force shall be fitted in the revised scales of pay by protecting the sum of their wage comprising of pay, Fixed Dearness Allowance and Variable Dearness Allowance.

3.5.8 Workmen of Khetri Copper Complex who had not opted for the changes envisaged in para 8 of Conciliation Settlement dated 5.11.1977/11.11.1977 shall be eligible to the benefits of scale of pay, general increase, fitment, Dearness Allowance and all other allowances etc. under this agreement only if they now opt to come over to the corresponding revised scales of pay and other terms of service in accordance with this agreement with effect from 1-5-1980. Otherwise, they shall continue to remain on the pre-revised scale of pay and terms of service as applicable to them prior to 1-1-1977. Management will give three months' time to the concerned employees to exercise options. Options, once exercised, shall be final and binding.

3.6 *Increment*

There will be no change in the date of normal increment.

However, in cases where a workman's pay is fixed with effect from the appointed day in the revised scale of pay at the same stage as the one fixed for another workman junior to him in the same cadre and drawing pay at a 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.

3.7 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 agreement upto 31-8-1983, 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—IV

4.0 Dearness Allowance Formula

4.1 A revised Dearness Allowance formula shall come into force with effect from the appointed day on which the agreement comes into force. The revised Dearness Allowance formula shall consist of Fixed Dearness Allowance and Variable Dearness Allowance.

4.2 Fixed Dearness Allowance

Fixed Dearness Allowance shall be paid to workmen as shown in the table at Annexure—VI. The table also shows the Fixed Dearness Allowance payable to workmen of Indian Copper Complex who are receiving foodgrains at concessional rates and do not opt to forego the same.

4.3 Variable Dearness Allowance

4.3.1 No Variable Dearness Allowance shall be payable at CLI 320 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 CLI 320 (1960=100) Variable Dearness Allowance shall vary at the rate of Rs 1.30 for each point.

4.3.3 The rate 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 the average of the quarter ending December, March, June and September respectively.

4.3.4 In arriving at the quarterly average of Cost of Living Index, decimals below 0.5 shall be ignored and decimals of 0.5 and above shall be rounded off to the next higher integer.

4.3.5 Notwithstanding the provisions above, workmen of Indian Copper Complex who are at present receiving foodgrains at subsidised rates and do not exercise their option to forego the facility of subsidised foodgrains in terms of this agreement shall be eligible to Variable Dearness Allowance at the rate of 87 paise per point variation in the cost of living index beyond CLI 320 (1960=100).

4.3.6 In case the Government revises its policy on the neutralisation per point in respect of Public Sector Enterprises where the rate of Rs. 1.30 per point applies at present, such revised rate of Dearness Allowance as may be decided by the Government will apply to workmen covered by this settlement.

4.3.7 Workmen of Indian Copper Complex who are at present receiving foodgrains at concessional rates shall be given an option to forego the facility of subsidised foodgrains and to receive the full rates of Fixed Dearness Allowance and Variable Dearness Allowance or continue to draw foodgrains at subsidised rates and Dearness Allowance as applicable to them in terms of this agreement. The option should be exercised within three months of arriving at a settlement. Options, once exercised, shall be final and binding and cannot be changed.

4.3.8 The value of foodgrains issued at concessional rates has been computed at Rs. 51/-. This amount shall be treated

as Dearness Allowance for purposes of Provident Fund, Gratuity etc. as at present.

CHAPTER—V

5.0 *Underground Allowance*

5.1 The existing rate of payment of underground allowance to underground workmen shall be revised and the ceiling on underground allowance removed with effect from the appointed day on which the agreement comes into force. The revised rates of underground allowance shall be as given below :

5.1.1 Underground allowance shall be paid at the rate of 12½% of basic pay for the period upto 31-8-1981.

5.1.2 Underground allowance shall be paid at the rate of 15% of basic pay with effect from 1-9-1981.

5.2 Underground allowance shall be paid on the basis of actual days of attendance for underground work and surface workmen shall be paid, when required to work underground for at least four hours in a day Underground Allowance at the same rate as applicable to underground workmen.

CHAPTER—VI

6.0 *Attendance Bonus*

6.1 With effect from the appointed day on which this agreement comes into force, each workman shall be paid an Attendance Bonus of Rs. 15/- per month provided he is not absent for a single day in a month.

Explanatory Note : Absence from duty only on account of authorised earned leave, casual leave and festival leave shall not be treated as 'absence' for computing attendance bonus. Authorised absence upto a period of two hours on one occasion during a month shall not debar a workman to receive Attendance Bonus.

6.2 All underground workmen of Indian Copper Complex who are entitled to attendance bonus in accordance with the

Attendance Bonus Scheme which was applicable to them on 31-8-1979 shall be given an option (a) either to come over to the attendance bonus scheme as given in para 6.1 above or (b) to continue to draw attendance bonus in accordance with the scheme applicable to them on 31-8-1979 on the basis of the pre-revised rate of basic pay and Dearness Allowance admissible to them on 31-8-1979. Options should be exercised within 6 months of the agreement. Option once exercised shall be final.

6.2.1 All underground workmen of Rakha Copper Project shall also be granted the option stated in para 6.2 above but in their respect the appointed day being 1-5-1980, the pre-revised rate of basic pay and Dearness Allowance shall be the rate admissible to them on 30-4-1980.

CHAPTER—VII

7.0 *House Rent Allowance and House Rent Recovery*

7.1 *House Rent Allowance*: The existing rate of House Rent Allowance paid to workmen shall be revised with effect from the appointed day on which the agreement comes into force. The House Rent Allowance paid to workmen who are not provided with company quarters shall be increased to Rs. 15/- per month.

7.2 *House Rent Recovery* : The existing rates of house rent recovery shall be revised with effect from the appointed day on which the agreement comes into force. The revised rates of house rent recovery, subject to the ceiling of standard rent, shall be as follows :

<i>Revised basic pay range</i>	<i>House rent recoverable</i>
Upto and including Rs. 600/-	7½% of pay
Rs. 601/- and above	10% of pay

7.2.1 There shall be no change in the rents prescribed for non-standard quarters at ICC which were constructed prior to 1972.

7.3 It is agreed that matters relating to housing including construction of houses and achieving a satisfactory level of housing satisfaction for workmen of the projects should be periodically reviewed jointly by the unions and the management. The existing percentage of housing satisfaction should be reviewed with a view to preparing long-term plans to achieve housing satisfaction in the range of 50% to 60% at different projects.

CHAPTER—VIII

8.0 *Advances*

8.1 The quantum of advances shall be increased with effect from 1.9.1979 as follows:

<i>Sl. No.</i>	<i>Nature of Advance</i>	<i>Maximum amount payable (Rs.)</i>
(i)	Advance for purchase of scooter/motorcycle	4,000/-
(ii)	Advance for purchase of cycle	400/-
(iii)	Festival advance	250/-

8.2 Advance for purchase of scooter/motorcycle shall be paid to workmen whose basic pay is Rs. 600/- or more. Advance for purchase of cycle shall be paid to workmen irrespective of their pay. A workman whose pay is Rs. 600/- or more shall be eligible to draw either scooter/motorcycle advance or cycle advance. All workmen covered by this agreement shall be eligible to draw festival advance.

8.3 The existing rules and instructions governing grant of advances to workmen shall be modified to incorporate the above changes.

CHAPTER—IX

9.0 *Gratuity*

9.1 The procedure for computing gratuity shall be revised with effect from 1.9.1979 in respect of workmen who have

completed over thirty years of service. For service beyond 30 years, gratuity shall be calculated on the basis of wages last drawn by the workman concerned, at the rate of one month's wage comprising of basic pay and DA, for every completed year of service in excess of 30 years.

9.2 The maximum amount of gratuity payable shall be Rs. 30,000/-.

CHAPTER—X

10.0 Leave Travel Concession

10.1 The present scheme of visiting hometown for grant of Leave Travel Concession (LTC) to a workman and his family, comprising of spouse and children, once in a period of two years, under the existing rules and instructions, shall be continued with the modification that all workmen, including those whose hometown is within 100 Kms., shall be entitled to LTC, commencing from the block years 1980-81 (i.e., 1.1.1980 to 31.12.1981).

10.2 A workman who does not, for any reason, avail leave travel concession vide para 10.1 above, shall be paid a lump-sum amount of Rs. 180/- once in a period of two years' block commencing from the block years 1980-81 (i.e., 1.1.1980 to 31.12.1981).

10.3 *Reimbursement for travel to any place:* A leave travel scheme for travel to any place upto a specified distance shall be introduced with effect from 1.1.1980.

10.3.1 A workman and his family, comprising of spouse and children, shall be entitled to reimbursement of journey fare upto the distance specified below, once in a block of 4 years, with effect from the block years 1980 to 1983 (i.e., 1.1.1980 to 31.12.1983).

Maximum distance for which reimbursement will be permitted:

- (i) If the journey is performed during the
years 1980-81 (1.1.1980 to 31.12.1981): 1000 Kms.
each way

- (ii) If the journey is performed during the years 1982-83 (1.1.1982 to 31.12.1983): 1250 Kms. each way

10.3.2 The travel concession referred to in para 10.3.1 above shall be in lieu of the Leave Travel Concession for visiting hometown during any one of the two years block periods or the lumpsum payable during any one of the two years block periods.

Explanatory Note: A workman is now entitled to LTC for visiting his hometown once during the block years 1980-81 and once during the block years 1982-83. In accordance with the above changes he may—

(i) avail LTC for journey to any place upto a distance of 1000 Kms. during 1980-81 and avail journey to hometown or receive lumpsum payment during 1982-83.

(ii) avail journey to hometown or receive lumpsum payment once during 1980-81 and avail LTC to any place upto 1250 Kms. during 1982-83.

(iii) avail journey to hometown or receive lumpsum payment once during 1980-81 and once during 1982-83.

10.3.3 The scheme for grant of leave travel concession to visit any place subject to the distance mentioned above shall be regulated in accordance with the existing instructions and rules in respect of all procedural matters, including duration for which leave is to be availed, grant of advance etc.

CHAPTER—XI

11.0 *Medical Benefits*

11.1 After retirement, a workman and his/her spouse shall be eligible for free treatment in the Company hospital/dispensary in case they present themselves for such treatment. This facility will also be available to workmen who cease to be in employment on account of permanent total disablement and also to the spouse of a workman who dies while in service. This shall apply to all workmen who retired or will retire on or after 1.9.1979.

11.2 Dental treatment shall be available to workmen in Company hospitals.

Explanatory Note: Dental treatment shall not include supply of artificial dentures.

11.3 The Company shall make all efforts to arrange for the services of an eye-specialist at least once in a week at its hospitals.

11.4 In the case of mental ailments the existing benefits shall be continued. In accordance with the existing rules, treatment is admissible to the extent it is available in the Company, Government or recognised hospitals but not in a mental hospital. However, according to practice at certain projects, a patient may be referred to a mental hospital, wherever found necessary, by the Company doctor for confirmation of diagnosis, psycho-diagnostic tests and electro-convulsive therapy etc. All workmen covered by this agreement shall be entitled to these benefits. This shall be effective from the date of Agreement.

11.5 All workmen covered by this agreement shall be entitled to T.B. Leave with effect from 1.9.1979 as follows:

11.5.1 A workman who is diagnosed by the Company's doctor to have T.B., will be sanctioned 12 months' leave on half-pay and 12 months' leave without pay. Such leave shall be sanctioned for not more than six months initially and thereafter for not more than two months at a time for the extended period of 18 months.

11.5.2 During the above period, when a workman is on leave, he shall be extended treatment in the Company's hospital or in a sanatorium as may be necessary at the discretion of the Chief Medical Officer of the Project of the Company.

11.5.3 A workman who is cured of T.B. during the period of 24 months' leave granted to him shall, in the event of relapse of T.B., be sanctioned leave on half-pay for six months. In such cases also treatment as mentioned above will be extended to him by the Company.

CHAPTER—XII

12.0 *Social Security, Employment and Welfare*

12.1 Workmen who meet with permanent total disablement and are entitled to compensation under the Workmen's Compensation Act shall continue to be paid compensation in accordance with the provisions of the Workmen's Compensation Act, 1923. In the case of injuries caused by accidents resulting in permanent total disablement as prescribed in Section 2(b) read with Schedule 1 of the Workmen's Compensation Act and where such permanent total disablement occurs otherwise than in the course of (and arising out of) employment, an ex-gratia lump-sum amount of Rs. 8,000/- shall be paid to the workman. The ex-gratia lump-sum amount shall be payable in case there has been no violation of Section 3(1)(b) of the Workmen's Compensation Act, 1923 or involvement in acts opposed to public policy.

12.2 In case a workman dies or meets with permanent total disablement, due to accident arising out of and in the course of employment, the Company shall provide employment to one of his/her direct dependents.

12.2.1 In the matter of employment, in accordance with the Employment Exchange (Notification of Vacancies) Act and Recruitment Rules and procedures of the Company, preference will be given to one dependent of a workman who, while in service, dies or meets with permanent total disablement, or is discharged from service due to Tuberculosis.

12.3 The benefits of the "Hindustan Copper Limited Workmen's Welfare Fund" (vide Annexure—VIA) shall be uniformly introduced at all projects and with this end in view the management and the unions shall take steps to complete the formalities for finalising and implementing the HCL Workmen's Welfare Fund Scheme and the Deed of Trust.

12.4 In cases of fatal accident arising out of and in the course of employment, an ad-hoc ex-gratia payment of Rs. 1,250/- shall be made to the next of kin (i.e., the person or persons entitled to receive provident fund payment).

12.5 All workmen covered by this agreement shall continue

to be paid compensation in accordance with the provisions of the Workmen's Compensation Act. For the purpose of computing monthly wages vide Schedule IV of the Act, the rate of wages last drawn by the workman immediately before the accident shall be taken as the basis.

CHAPTER—XIII

13.0 Promotion

13.1 In order to foster effective working and remove stagnation, a service linked promotion scheme has already been introduced at certain projects including Khetri Copper Complex and Indian Copper Complex. The following are now agreed to:

- i) The service linked promotion scheme shall be extended to cover workmen of projects where the scheme has not yet been introduced.
- ii) The clause that the benefits admissible under the service linked promotion scheme "will be granted to a workman only once during his service career" shall be deleted.

13.2 A uniform scheme for Acting/Officiating arrangement shall be introduced at all projects. Details of the scheme are Annexure—VII.

CHAPTER—XIV

14.0 Education

14.1 It is agreed that the scheme for payment of children's education allowance as applicable to workmen at Khetri Copper Complex shall be extended to cover workmen of other projects.

14.2 A summary of the existing scheme for payment of children's education allowance at Khetri Copper Complex is at Annexure—VIII.

14.3 Management and unions shall continuously review educational facilities in the various projects with a view to bring about improvements in the same.

CHAPTER—XV

15.0 *Leave*

15.1 It is agreed that the existing leave entitlement of workmen of different projects shall be rationalised and standardised and a uniform procedure adopted in respect of all workmen.

15.2 The revised leave entitlement of workmen, on their opting for the HCL Workmen's Leave Rules shall be as follows:

15.2.1 *Earned Leave*: Underground workers shall be entitled to leave at the rate of one day for every 12 days of work. Workmen employed above ground shall be entitled to leave at the rate of one day for every 15 days of work.

15.2.2 *Sick Leave*: Every workman shall be entitled to sick leave at the rate of 24 days on half-pay for every completed year of service. This leave may be availed at the rate of 12 days on full pay, in lieu of 24 days on half-pay.

15.2.3 *Casual Leave*: Every workman shall be entitled to casual leave at the rate of 12 days per annum.

15.2.4 *Festival Leave/National Holidays*: Every workman shall be entitled to festival leave at the rate of 5 days per annum and 3 National Holidays, as at present.

15.3 The Hindustan Copper Limited Workmen's Leave Rules incorporating the above provisions shall apply to all workmen covered by this Agreement subject to provisions in para 15.4. A copy of these leave Rules is at Annexure—IX.

15.4 All workmen shall be given an option either to:

- (a) continue their existing entitlements in respect of all leave matters, or
- (b) to opt for the leave benefits in accordance with the Hindustan Copper Limited Workmen's Leave Rules.

Three months' time will be granted for exercising options. Options, once exercised, shall be final.

15.4.1 Workman whose existing leave entitlement is better than the new Hindustan Copper Limited Workmen's Leave Rules (Ref. para 15.3) will be given option for coming over to the new rules after offering suitable compensation as determined.

CHAPTER—XVI

16.0 *Joint Consultative Committee*

16.1 It is agreed that a Joint Consultative Committee consisting of representatives of each recognised union at the projects and representatives of management will be constituted to discuss and review matters of common interest concerning industrial relations, welfare, leave, educational facilities, promotion policy, safety, productivity, elimination of wastage, optimum utilisation of man and machinery and quality of work-life etc. The Committee may, on the basis of unanimous decision, include any person as a member of the Committee or co-opt any person on any sub-committee constituted by it. The JCC shall also examine the following:

- (a) Existing schemes of workers' participation in management prevalent in the Company and proposals for change.
- (b) Review of incentive schemes in force.

16.1.1 The number of representatives on the Joint Consultative Committee shall be determined as follows:

<i>Sl. No.</i>	<i>No. of workmen at the project</i>	<i>No. of members of JCC (representing recognised unions)</i>
1.	Upto 1000	1
2.	1000 to 3000	2
3.	3000 to 6000	3
4.	Above 6000	4

16.2 The first meeting of the Joint Consultative Committee shall be held within three months of signing the agreement and the JCC shall meet thereafter at such intervals as it may decide.

CHAPTER—XVII

17.0 *General*

17.1 The rate of payment of washing allowance to workmen who are issued liveries only will be revised with effect from the appointed day on which this agreement comes into force,

from Rs. 3/- to Rs. 6/- per month and made applicable to entitled workmen of all projects.

Explanatory Note: Liveries do not include uniforms.

17.2 It is agreed that the revision in wage arising out of this agreement 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 workmen to children's education allowance etc. Accordingly, the pay range for such entitlements shall be revised, with the pay-limits followed at Khetri Copper Complex as the base, and extended to cover workmen of all projects.

17.3 It is agreed that consequential payments such as overtime, TA, Daily Allowance, incentive bonus (wherever linked to pay) etc. which workmen may be entitled to due to revision in pay shall be calculated from the appointed day.

17.4 It is agreed that during the period of this agreement no demand regarding wages, allowance and other matters covered by this agreement shall be raised by the union.

17.5 During the implementation of the agreement, anomalies arising, if any, will be resolved between the unions and the local management. Unresolved issues will be referred to the Chairman, HCL.

17.6 Except where otherwise specifically stated, all the provisions contained in this agreement shall come into force with effect from the appointed day, i.e., 1.9.1979 or 1.5.1980, as the case may be and expire on 31.8.1983.

17.7 Existing benefits and facilities not covered or altered by this agreement shall continue as hitherto.

17.8 This agreement 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 agreement.

17.9 The unions and management would continuously strive towards improving industrial relations and achieving increased productivity. Steps taken in this regard will be reviewed periodically by the Joint Consultative Committee.

Signed this day, the 27th March, 1980 at Calcutta.

REVISED SCALES OF PAY

(Applicable to workmen of different projects
with effect from the appointed day)

Group—I

- | | |
|---------------|------------------------|
| 1. 350-8-470 | 6. 470-18-704 |
| 2. 360-9-513 | 7. 525-20-605-25-830 |
| 3. 385-11-550 | 8. 595-30-955 |
| 4. 415-13-610 | 9. 655-35-1075 |
| 5. 440-15-665 | 10. 675-35-780-40-1100 |

Group—II

Clerical, Medical & Teaching Categories

- | | |
|----------------------|-----------------------|
| 1. 350-8-470 | 5. 595-30-955 |
| 2. 360-9-513 | 6. 635-30-755-35-1000 |
| 3. 415-13-480-15-645 | 7. 655-35-1075 |
| 4. 470-18-560-25-785 | |

ANNEXURE—V

Recommendations of the Sub-committee in the matter of fringe benefits as adopted by the All India Wage Negotiation Committee (Vide paras 1.5 and 3.5.6)

1. The Sub-committee identified the following perquisites which are available at ICC to certain workmen, free of charge, for various historical reasons:

- (i) free accommodation.
- (ii) free electricity.
- (iii) free fuel (coal and firewood).

2. The Sub-committee recommends that such workmen at ICC who are in receipt of one or more of the above free perquisites as on 31.8.1979 or thereafter, and who may wish to give up

such benefits be suitably compensated for the same in the form of compensatory pay. Such workmen who wish to opt for the compensatory pay will be required to give their option in writing in the form prescribed for the purpose.

3. Free Accommodation

3.1 About 320 workmen are in receipt of the accommodation provided by the Company. The cash compensation in lieu of such free accommodation may be the amount equal to actual rent chargeable for the type of house in occupation of such workmen as on 31.8.1979. While this amount may be paid to them as compensatory pay with effect from 1.9.1979, when this facility may be withdrawn, an equal amount may be deducted as house rent of such quarter so long as he continues to occupy the same. With every rise in the wages of such workman and as a consequence of shifting to another type of quarter, the revised house rent will be recovered as per rules.

3.1.1 About 54 workmen are eligible to free accommodation, as on 31.8.1979 of thereafter but have not been provided with Company's quarters. Provisions at para 3.1 above may apply to them with effect from the date of allotment of Company's quarter.

3.1.2 About 14 workmen, in the Clerical Category, are eligible to 10% House Rent Allowance at Moubhandar. The compensatory pay in lieu of foregoing excess house rent allowance will be the difference of amount between their pre-revised house rent allowance as on 31.8.1979 and the revised rate of fixed house rent allowance as may be provided in the new Settlement to be arrived at.

3.2 Free Electricity

3.2.1 After analysing details of electric points, fan points etc. in the various types of Company's quarters occupied by the workmen referred to in para 3.1 above and the actual average electric consumption in these types of quarters over a period of 12 months (chargeable to such workmen who not entitled to free electricity), the Committee recommends that an amount of Rs. 27.50 (Rupees Twenty Seven and paise Fifty only) as a reasonable Cash Compensation for the perquisite of free

electricity and replacement of free bulbs upto 4 in number in a month to be given as compensatory pay. The Committee while fixing this compensation also took into consideration the fact that workmen enjoying free electricity are prone to consume excessive units.

3.3 Free Fuel

3.3.1 About 900 workmen at ICC are enjoying the perquisite of free supply of Coal/Firewood based on a variety of formulae, applicable to different groups, such as bachelors, married persons, those occupying Company's quarters, those living outside Company's quarters etc. The Committee after having discussed in detail the modalities to compensate the different groups of workmen, recommends that each workman, in receipt of such perquisite on 31.8.1979 and thereafter be compensated by an amount of Rs. 50/- per month (Rupees fifty only) to be paid as compensatory pay with effect from the date the option exercised by each such concerned workman is implemented.

4. *General*—Compensatory pay as referred to above will count for Provident Fund and Gratuity but for no other purpose.

ANNEXURE—VI

Statement showing rates of Fixed Dearness Allowance

<i>Pay Range</i> (Rs.)	<i>Amount of FDA</i>	
	<i>Persons not receiving foodgrains at subsidised rates</i> (Rs.)	<i>Persons receiving foodgrains at subsidised rates</i> (Rs.)
Upto 400	124	73
401-500	140	89
501-550	155	104
551-600	170	119
601-650	185	134
651-700	200	149

701-750	215	164
751-800	235	184
801-850	255	204
851-900	275	224
901 and above	300	249

ANNEXURE—VIA

**HINDUSTAN COPPER LIMITED
WORKMEN'S WELFARE FUND SCHEME**

1. Title

The Scheme may be called as 'Hindustan Copper Limited Workmen's Welfare Fund Scheme' (hereinafter referred as the 'Scheme').

2. Objectives

The Fund is being created for the benefit of workmen, their families and dependents and its objectives are as under:

- a) To arrange community and social education centres including reading rooms and libraries etc.
- b) To organise educational tours;
- c) To administer adult literacy scheme;
- d) To arrange excursions, tours and holiday homes;
- e) To arrange entertainment and other forms of recreation;
- f) To arrange home industries and subsidiary occupations for workmen and dependent persons;
- g) To arrange corporate activities of social nature;
- h) To promote educational activities of individual workman by way of loan assistance/grants and supply of text books;
- i) To extend immediate financial assistance of a sum as may be decided by the trustees to the widow or the guardian of the minor children of the workmen member who dies in harness and to the workman member who is declared medically unfit for whatever reasons when no compensation is payable to the member under the Workmen's Compensation Act or any other social security scheme of the Company;

j) To extend assistance during the period of natural calamities and undertake relief measures during such calamities;

k) To extend assistance to the member and his family for providing artificial limbs in deserving cases on the advice of the Chief Medical Officer/Medical Officer of the project;

l) To extend assistance for any other welfare activities as are deemed fit by the TRUSTEES.

m) To organise and administer schemes for rehabilitation of disabled members or disabled dependents of their families;

n) To organise and administer schemes for augmentation of family income of the weaker sections from amongst the member;

o) To meet the cost of administering the Fund including payment of salaries and allowances to the staff appointed for the administration of the Fund; and

p) Such other objects as would be in the opinion of the Board of Trustees improve the standard of living and ameliorate the social conditions of workmen.

NOTE.: The Fund shall not be utilised (i) for the purpose of any litigation, dispute and differences etc. of whatever nature either with the Management or any other person, initiated before or referred or otherwise taken up before any forum unless the Fund as such, in itself is directly involved in such litigation, dispute, difference etc. and (ii) for providing any help or assistance of whatever nature to Company's any employee who has been dismissed or discharged or whose services have been terminated or dispensed with for whatever reasons :

3. Definition

'Company' means Hindustan Copper Limited.

'Workman' means any person employed by the Company other than in executive cadre.

'Family' means spouse, legitimate unmarried dependent daughters and sons and dependent parents of the workmen.

NOTE: Sons shall be included upto the age of 18 years if residing with the workman parents and above 18 years if they are studying.

'Fund' means the workmen's welfare fund established under this scheme.

'Management' means the Head of the Project under the Company or any other officer authorised to act in his place or an officer to whom powers are delegated.

4. *Membership*

All regular workmen on rolls of the Company who have been enrolled as member of the Provident Fund shall be eligible to become member of the scheme.

5. *Contribution*

Every member shall contribute at the rate of Re. 1/- (Rupee one only) per month and the Company shall contribute a sum equal to the amount contributed by the members every month. The aforesaid contribution shall be raised monthly.

6. *Trustees*

The number of Trustees shall be 10, out of whom 5 shall be nominated by the recognised union representing members and the remaining five by the General Manager/Project-in-Charge of the Complex/Project. The trustees shall elect amongst themselves the Chairman and Treasurer from amongst trustees nominated by the General Manager/Project-in-Charge and similarly Vice-Chairman and Secretary from amongst the trustees so nominated by the recognised Union. Where recognised Union does not exist, five trustees representing workmen members will be elected by the members of the scheme.

7. *Term of office of Trustees*

The term of office of the trustees shall be for a period of two years commencing from the date of nomination provided that such trustees shall continue to hold office until the nomination/election of their successors.

The workmen who will become members of the Workmen's Welfare Fund (where there is no recognised Trade Union) will

themselves elect five workmen from amongst them as their Trustees for a period of 2 years by holding a General Election in the Unit for the purpose.

For holding election the whole unit will be divided into five constituencies for five Trustees, and from each constituency one workman will be elected as Trustee by other workmen of the constituency by vote of Ballot. If there is any temporary vacancy in the Board of Trustees other Trustees of the Board will have right to coopt a workman for serving as a Trustee for the remaining period of 2 years. For cooption no election will be required.

3. Powers of Trustees

For the furtherence of the objectives of the said scheme, the Trustees will have the following powers:—

a) To accept any donation/contribution, grant, presents or subscriptions or other offerings in cash and/or in kind from any person, body of person or trust and to deal with the same for the purpose of the Fund.

b) To invest, dispose of, transfer or otherwise apply the whole or part of the income of the Fund or accumulation thereof or whole or part of the corpus of the Fund for anyone or more of the objects of the Fund in such manner as the trustees may in their discretion from time to time determine to carry on the objects of the Fund effectively.

c) To appoint staff either on full-time or part-time basis and decide their salaries and other terms and conditions of appointment.

d) To publish annually a report on the activities of the Fund together with a statement of expenditure of the fund and a statement of accounts. The accounts of the Fund shall be audited annually after closing of the financial year and the accuracy certified by the Auditors. The Auditor's Certificate shall be final and binding.

e) To pay money gratuitously to any needy member to achieve the objectives of the Fund.

f) To open account with any bank/banks, to operate such accounts and to give instructions to the bank and to provide for opening and operation of such account by two of the Trust

tees, jointly one representing the management and the other representing workmen through recognised union.

g) To adjust, settle, compromise, compound, refer to arbitration, file suit, applications etc., regarding the Fund.

h) To appoint or constitute attorneys or agents and to delegate to such attorneys or such agents all or any of the powers vested in them and from time to time remove such attorneys or agents and to appoint other or others in his or their place.

i) To appoint or make provision for the appointment of person/s, including all or any of the Trustees, or administrator or Managing Trustees or Trustees or otherwise for the purpose of administration of the Fund in such manner and subject to such rules and regulations as the Trustees may prescribe.

j) To make, vary, alter or modify the scheme, rules and regulations for carrying out the objectives of the Fund and for the management of the affairs thereof.

9. Amendment and Interpretation

i) Any amendment in the scheme may be proposed by the Board of Trustees. A minimum of 1/3rd members of the Board of Trustees may also propose such amendments by written proposal to the President;

ii) Such proposal of amendments will be placed before the General Body and will be adopted subject to the approval of Chairman of HCL if it is passed by the General Body with majority present in that meeting.

10. Responsibility of Trustees

The Fund shall remain vested in the Board of Trustees constituted for the purpose for ever upon as irrevocable Trust until closing down and/or winding up of the Trust Fund and Distribution of Assets in the manner as mentioned in Clause 23 of the Trust Deed. The Board of Trustees shall be responsible for the overall management of the Fund in the manner prescribed under the constitution.

The Trustees shall cause true and accurate accounts to be kept of all money received and spent and of all matters in respect thereof in course of management of the Fund or in

relation to the carrying out of the objectives and purpose of the Fund.

The Trustees shall be answerable only for such moneys and funds as shall actually come into their hands and a trustee shall not be answerable or accountable for neglect, default, acts of omission or commission of the other trustees, or other person with whom the trust properties or any securities may have been deposited or kept. The receipt of a person authorised by the trustees or by a resolution of the Board of Trustees, for any money paid or any property transferred or delivered to the Trustees in execution of any of the powers hereof shall effectually discharge any person or persons so paying.

The Trustee will not be entitled to receive any remuneration as trustee. He may reimburse himself of all expenses actually incurred by him in connection with the work of the Fund or his duties relating thereto.

11. *Functions of the office-bearers*

Functions of the office-bearers of the Board of Trustees shall be as under:

a) (i) *President*: The President of the Board of Trustees of the Fund shall be nominated by the General Manager/Project Incharge of the Projects. The President shall have the overall responsibility of conducting the activities of the Fund. He shall preside over general body and Board of Trustees meetings and see to the orderly conduct of the meeting. He shall have right to close/suspend or adjourn a meeting if in his opinion it is not possible to conduct the meeting in an orderly manner. He shall have the right to cast vote in case of equal voting in General Body or Board of Trustees if he considers it necessary. The President shall have the power to call the meeting of the Board of Trustees and General Body at any time as will be deemed necessary by him.

(ii) *Special Power of the President*: The President shall have the right to take action against any Trustee or Trustees who does/do not discharge his duties assigned to him by the Board or acts in a manner subversive of discipline and orderly

behaviour. The President shall have the right to report to the management to take disciplinary action against a member who misuses the properties etc. of the Fund or acts in a manner detrimental to the interest of the Fund, which will be deemed as having adverse effect on the discipline of the Company where the concerned workman is working.

(iii) *Vice-President*: The Vice-President of the Board of Trustees shall be nominated from amongst elected members of the Board of Trustees. The Vice-President shall preside over the meeting of the Board of Trustees in the absence of the President and shall act as President for that meeting. In the absence of both President and Vice-President, the members of the Board of Trustees may elect the President to conduct the proceedings of such meeting.

(iv) *Secretary*: The Secretary shall be elected from amongst the members of the Board of Trustees. He shall be responsible for day to day activity of the Fund and for maintaining and safe keeping of the records of the meetings and taking follow-up action on the decisions arrived at in the Board of Trustees. He shall also be responsible for preparing the annual report on the activities of the Fund to be presented to the General Body after obtaining approval by the Board of Trustees. He shall also be responsible for calling the meetings of the Board of Trustees and General Body as indicated in the constitution of the Fund or directed by the President.

The Secretary shall arrange to get the accounts of the Fund audited annually and put up before the Executive Committee for adoption.

(v) *Treasurer*: Treasurer shall be elected from amongst the members of the Board of Trustees. He shall have the overall responsibility of the record keeping, maintenance of books of financial accounts and other stationery records and returns and shall monitor the financial position of the Fund.

(vi) *Members of the Executive Committee*: The remaining 6 members of the Board of Trustees shall be responsible to the Board for the various activities which may be assigned to them from time to time. They shall have right to vote in the meetings and shall be fullfledged members of the Board of Trustees.

13. *Cessation of Trusteeship*

A person shall cease to be a trustee if he (i) dies, (ii) resigns as trustee or from the services of the Company, (iii) retires from the services of the Company, (iv) becomes unfit or incapable of acting as trustees, (v) refuses to so act, (vi) is declared insolvent by any competent court of law, (vii) is convicted for any offence by any competent court of law, (viii) does not attend 3 consecutive meetings of the Trustees in the calendar year, and (ix) is requested to resign by all the other trustees, (x) is discharged/dismissed from the services of the Company or (xi) is otherwise not in Company's service for any reason/s whatsoever.

Besides the above disqualifications, the trustee shall forthwith cease being the Trustee as soon as the nomination in his favour is withdrawn in writing by his nominator/s.

If and whenever any Trustee shall resign, die or is discharged or become incompetent or incapable to act as a Trustee the Board of Trustees as the case may be for such period or Board of Trustees may appoint any other competent person to be new Trustee or Trustees as the case may be for such period or periods as may be found necessary for successful functioning of the Board of Trustees.

The Trustees nominated by executive committee of the recognised Union shall forthwith cease to act as Trustee as soon as the recognition of the Union is withdrawn by the management.

14. *Meeting*

The Board of Trustees shall meet at such a place and time, as may be appointed and notified by the Secretary Trustee, The Trustees shall meet at least once in 3 months. The President may, however, if he thinks so fit, call a meeting of the Trustees at any time.

15. *Quorum*

In the absence of rules and regulations framed by the Trustees :

a) Five Trustees shall form a quorum for a meeting of the Trustees;

b) All matters will be decided by majority. In case of a tie the President of the meeting shall have the right of casting vote in addition to his normal vote;

c) Resolutions passed without any meeting of the Trustees but by circulation thereof and evidenced in writing under the hands of two-thirds of the Trustees shall be as valid and effective as a resolution duly passed at a meeting of the Trustees.

16. *Cessation of Membership*

A workman shall cease to be a member of the scheme with his resignation/retirement/termination from the services of the Company and while continuing to be in employment of the Company, on his failure to pay contribution to the scheme and shall thereafter not be entitled to the benefit under the Scheme.

17. *Closing and winding-up of the Fund and Distribution of Assets*

On the closing and winding-up of the Fund, the Board of Trustees shall realise the assets at their disposal and shall, after liquidating all liabilities, if any, of the Fund distribute the balance amount of the Fund to all the workmen of the Company who were beneficiaries of the Fund.

18. *Auditing of the Accounts*

The Fund shall be audited by an Officer of the Finance & Accounts Department, not below the rank of Sr. Accounts Officer as may be nominated by the Company and/or by a Chartered Accountant from outside who may be appointed by the Board of Trustees for this purpose.

19. These rules shall be interpreted by the Board of Trustees whose decision shall be final and binding.

ANNEXURE—VII

ACTING ARRANGEMENT

1.0 A workman will be deemed to act when he is authorised in writing by the Competent Authority to perform the duties of the higher post in line of promotion in his shift/section, having fallen vacant due to temporary absence on account of

leave or otherwise, promotion, transfer, separation etc., either independently or in addition to his own duties for a specified period. Acting arrangement will depend on the functional requirement and exigency of work.

1.1 No acting arrangement will, however, be made against the post that has been sanctioned but not filled (at least once), unless prior approval of the General Manager has been obtained.

2.0 Qualifying period for Acting Arrangement

2.1 An acting arrangement may be made for a day also.

2.2 Prior approval of the General Manager will be required to be obtained if the period of acting arrangement has to exceed three months.

3.0 Chain Authorisation/Grade Jumping

3.1 Normally acting arrangement will be made for the immediate higher post. Where this is not possible due to non-availability of next below post, the post on which acting arrangement is required to be made, will be deemed to be downgraded for making the acting arrangement.

4.0 Eligibility

4.1 Acting arrangement will be made without prejudice to anybody's claim for regular promotion. In order that a workman be considered for acting arrangement for the higher post, he must be the senior-most in line of promotion in a section/shift. In case the seniormost workman is not deemed to be fit to hold such charge, a written record is to be kept on files giving reasons therefor and the next seniormost person shall be authorised for such acting arrangement.

4.2 In order that a workman is considered suitable/fit for acting, it is obligatory that he meets the requisite statutory requirements of the higher post as per rules.

5.0 Payment

5.1 A workman engaged for acting arrangement shall be entitled to acting allowance @ 20% of his current pay or pay which he would have drawn, were he promoted/appointed on the higher post, whichever is more.

5.2 The payment of acting allowance will be incorporated in the pay rolls.

ANNEXURE—VIII

CHILDREN'S EDUCATION ALLOWANCE
(Extracts)

1 *Scope*

All workmen who have completed 3 years of service and who draw a basic pay of Rs. 900/- or less shall be entitled to children's education allowance. Workmen drawing a basic pay between Rs. 900/- and Rs. 949/- will be entitled to marginal adjustment so that pay plus children's education allowance do not exceed Rs. 950/-.

2 *Rate of allowance*

Children's education allowance shall be admissible at the following rates:

Primary classes—Rs. 10/- per month per child.

Secondary and Higher Secondary classes—Rs. 15/- per month per child.

The total allowance admissible to a workman at any one time shall not exceed Rs. 50/- per month.

3. *Eligibility*

The allowance will be admissible only in respect of children between the age limits of 5 and 18 years.

ANNEXURE —IX

HINDUSTAN COPPER LIMITED WORKMEN'S
LEAVE RULES (EXTRACTS)

Classification of leave: Leave is classified as under:-

1. Casual Leave
2. Earned Leave
3. Sick Leave
4. T. B. Leave
5. Quarantine Leave
6. Maternity Leave
7. Special Leave

Casual Leave

A workman shall be eligible for 12 days' casual leave in a calendar year. Workman joining after the first of January shall

be eligible for casual leave, for the remaining part of the first calendar year at the following rates:-

<i>Sl. No.</i>	<i>Period of Joining</i>	<i>Leave Entitlement</i>
1.	January to March	12
2.	April to June	9
3.	July to September	6
4.	October to December	3

Casual leave shall not be cumulative and any portion of such leave unavailed of will lapse at the end of each calendar year, on 31st December.

Casual leave can be availed only after it has been sanctioned by the Competent Authority except in unforeseen and emergent circumstances when it is not practicable to obtain the prior sanction. In such cases, the workman shall immediately inform the Competent Authority in writing about his absence and duration of Casual leave. The sanctioning authority will satisfy himself fully of the genuineness of the case and thereafter sanction the leave.

Casual leave should not normally be sanctioned in excess of 10 days at a time, and should not be combined with leave of any other kind except special leave.

Holidays including national Holidays, Restricted holidays, Sundays or compensatory off-days intervening a spell of casual leave will not be included as casual leave.

Earned Leave (Annual leave with wages)

Every workman who has completed a calendar year's service shall be entitled, during the subsequent calendar year, Earned-Leave (annual leave with wages) at the following rate:-

In the case of workmen employed below ground in a mine, at the rate of one day for every 12 days of work.

In the case of workmen employed above ground, at the rate of one day for every 15 days of work.

A calendar year's service shall be deemed to have been completed:-

In the case of a workman employed below ground in a mine, if he has during the calendar year put in not less than 190 attendances at the mine, and

In the case of a workman employed above the ground if he has during the calendar year put in not less than 240 attendances.

For the purpose of determining days worked for calculation of earned leave:-

Any days of lay-off, by agreement or contract or as permissible under the standing order; in the case of a female workman, maternity leave for any number of days not exceeding 12 weeks; and the leave earned in the year prior to that in which the leave is enjoyed, shall be deemed to be the days on which the workman spent on duty, but he/she shall not earn leave for these days.

A workman whose services commence otherwise than on 1st day of January shall be entitled to earned leave in subsequent year if—

- (i) in the case of a workman employed below ground in a mine, he has put in attendance for not less than one-half of the total number of days during the remainder of the calendar year; and
- (ii) in the case of a workman employed above ground in a factory, he has put in attendance for not less than two-third of the total number of days during the remainder of the calendar year;
shall be entitled to earned leave at the above specified rate proportionately for the remaining portion of the calendar year.

A workman shall, in the event of termination of employment or resignation or retirement or death or quitting employment be entitled to payment towards unavailed leave as per provisions of the Factories Act or Mines Act.

There shall be no restriction on the number of times in which leave may be taken during the year.

Earned leave may be accumulated upto a maximum of 180 days.

Encashment of Earned Leave

Earned leave may be encashed upto a maximum 30 days in a year subject to the condition that a workman takes 7 days' Earned Leave in accordance with Hindustan Copper Employees (Encashment of Earned Leave) Rules, as applicable to workmen.

Sick Leave: Sick leave will be admissible at the following rates:

For each completed calendar year of service, a workman shall be entitled to sick leave for 24 days on half-pay or 12 days on full pay in lieu of 24 days on half-pay.

During the calendar year in which the workman joins service, Sick Leave shall be calculated proportionately for the period of service and credited to his account on the 1st day of the next calendar year.

Sick leave may be accumulated upto a maximum of 240 days on half-pay or 120 days on full pay.

Sick leave will be granted only on medical grounds. Application for sick leave has to be accompanied by a medical certificate from the Company's Doctor, a Govt. Doctor or from qualified Medical Practitioner.

T. B. Leave

A workman who is diagnosed by the Company's Doctor to have T. B., will be sanctioned 12 months' leave on half-pay and 12 months' leave without pay. Such leave shall be sanctioned for not more than six-months initially and thereafter for not more than two months at a time for the extended period of 18 months.

During the above period, when a workman is on leave, he shall be extended treatment in the Company's hospital or in a sanatorium as may be necessary at the discretion of the Chief Medical Officer of the Project of the Company.

A workman who is cured of T.B. during the period of 24 months' leave granted to him shall, in the event of relapse of T.B., be sanctioned leave on half-pay for six months. In such cases also treatment as mentioned above will be extended to him by the Company.

Quarantine Leave

A workman shall be eligible for quarantine leave if a member of his household is suffering from any infectious disease (cholera, small pox, plague, diphtheria, typhus fever and cerebro-spinal meningitis) on a certificate from the District Public Health Officer or from the Chief Medical Officer of the project of the Company.

A workman shall not be eligible for quarantine leave if he himself is suffering from any of the infectious diseases.

This leave shall also be admissible on medical certificate from a qualified Medical Practitioner if a workman applied from a place other than the headquarters, where he has gone with due permission from the competent authority.

The quarantine leave shall be limited to a period not exceeding 21 days at a time, for a particular disease.

Maternity Leave

A female workman shall be eligible for maternity leave in accordance with the provisions of the Maternity Benefit Act, 1961 as amended from time to time.

Special Leave

Married workmen of the Company who undergo sterilization operation shall be eligible for special leave as follows in accordance with directives of the Central Government:

Vasectomy: Special leave not exceeding 6 (six) days shall be admissible to the male workman of the Company who undergo vasectomy operation. In the event of failure of sterilization operation, if a male workman undergoes vasectomy operation for the second time, he shall be again eligible for special leave not exceeding six days for the second time on production of the medical certificate from the Chief Medical Officer of the project and where there is no Chief Medical Officer from the Medical Officer of the project.

Tubectomy: Special leave not exceeding 14 days shall be admissible to female workmen of the Company who undergo non-puerperal tubectomy operation on production of certificate from the Chief Medical Officer or where there is no Chief Medical Officer from the Medical Officer of the project.

In the event of failure of sterilization operation if a female workman undergoes non-puerperal operation for the second time, she shall again be eligible for special leave, not exceeding 14 (fourteen) days on production of a certificate from Chief Medical Officer/Medical Officer (where there is no Chief Medical Officer) of the project. She, however, shall not be eligible for special leave in case of puerperal tubectomy operation (i.e. when the operation is done within 2-5 days of delivery).

IUD: Female workmen of the Company shall be eligible for one day special leave every time they undergo IUD insertion. The special leave in case of sterilization operation mentioned above shall be granted subject to following conditions:

Earned and sick leave can be sanctioned in continuation of special leave. However, prefixing of earned leave or sick leave to special leave shall not be admissible.

Special leave may be granted to a workman who is called upon by the Company to participate in sports/tournaments as a member of the Company's team.

Holidays or weekly off days intervening in a period of special leave shall be counted as days of special leave.

Combination of leave

Any kind of leave except casual leave may be availed of in combination with or in continuation of any other kind of leave. Grant of leave in continuation of maternity leave shall be on medical certificate from Medical Officer of the Company.

Holidays occurring at either end of leave may be prefixed or suffixed with leave, with the approval of the sanctioning authority. In case of Earned Leave, holidays occurring during or at either end of the period of leave shall not be counted as leave as per provisions of Factories Act or Mines Act.

Recall from leave

A workman may, in the exigencies of work, be recalled from leave. In case of such recall, the workman shall be entitled to count the period from the date he starts from the station where he is on leave on the date on his resuming as duty, but he shall draw only leave salary for the period.

