

APPENDIX - C

MEMORANDUM OF SETTLEMENT

It is hereby agreed between the Parties as under :

1. Coverage

It is hereby agreed between the parties this settlement will be applicable obly to the following categories of the persons who are on Company's Muster Roll and were confirmed or permanent employees on or before 1.4.1988 :-

- i) Employees other than the members of staff, whether daily rated or monthly rated.
- ii) Members of staff who are drawing basic wages in the existing grade commencing from Rs. 350/- and below (Revised Rs. 402/- and below).

2. General Increase

Basic Pay : It has been agreed by the parties that a rise of Rs. 2/- per day in basic for daily rated employees and Rs. 52/- per month for monthly rated employees will be given for the period 1.4.88 to 31.3.89. To facilitate the

same, the basic pay structure will be revised upward by increasing the structure by Rs. 2/-. All the employees covered under this settlement will be fixed in the respective new grades by giving an increase of Rs. 2/- (or Rs. 52/- per month) to their existing basic scale of pay. The revised basic pay structure is as per the annexure. However, this is clearly understood that every time in future the pay structure will not be revised.

3. Dearness Allowance / Special Allowance

It is hereby agreed between the parties that all the eligible employees will be given an increase in the Dearness Allowance/Special Allowance as specified below :

- i) An increase of Re. 1/- per day for daily rated employees and Re. 26/- per month for monthly rated employees for the period 1.4.88 to 31.3.89.
- ii) A further increase of Re. 1/- per day for daily rated employees and Rs. 26/- per month for monthly rated employees for the period 1.4.90 to 31.3.1991.

4. Allowances

A) Leave travel assistance : It is hereby agreed between the parties to increase the amount of Leave Travel

Assistance given to the employees w.e.f. 1.1.89. That all the eligible employees who avail the Leave Travel Concession from 1.1.89 shall be paid an amount of Rs. 912/- per annum instead of existing amount of Rs. 600/-. That the other terms and conditions in respect of Leave Travel Concession would remain unaltered.

B) Other allowances : It is hereby agreed between the parties that all other allowances payable to the employees such as service allowance, performance incentive allowance, conveyance allowance, canteen subsidy, etc., shall be continued payable at the existing rates.

C) House rent allowance : It is hereby agreed between the parties that increase of Re. 1/- from the period 1.4.1988 to 31.3.1989 the first year of Settlement onwards, house rent allowance will be paid Rs. 128/- instead of Rs. 100/- per month. All other terms and conditions in respect of house rent allowance will remain unaltered.

5. Leave

A) Casual leave : It is hereby agreed between the parties that all the eligible employees should be allowed 12 days casual leave as against 10 days casual leave presently allowed to them.

B) Privilege & sick leave : It is hereby agreed between the parties that the existing provision in respect of privilege leave and sick leave shall remain the same.

C) Other : However, it is hereby agreed that the employees who are not covered by ESI Act shall be extended the same benefits which are being offered at Thane Plant of the employer in cases of prolonged sickness of such employees. It is further agreed between the parties that such of the eligible employees who are not covered by the provisions of ESIS Act shall be paid compensation in accordance with the provisions of Workman's Compensation Act in case they meet with accident if such employees are eligible to claim such compensation under the provision of Workman's Compensation Act.

6. Paid Holidays

The parties have further agreed that the employees should be given 9 days paid holidays instead of 7 paid holidays as per the existing Agreement. Such additional paid holidays will be given on such days as may be mutually agreed between the parties.

7. Other Benefits

It is further hereby agreed between the parties that other benefits such as uniforms, shoes, uniform stitching charges, etc., will remain unaltered. The supervisor staff covered under this settlement working in factory will be provided with uniforms.

8. Performance Incentive Scheme

The parties have hereby agreed to modify the existing minimum production level as follows :

1. STEEL MELTING SHOP : 140 beats in 26 working days per month
2. ROLLING MILL SHOP : 135 pieces per shift minimum production
3. ESR DEPTT. : 4 beats per furnace per day in 3 shifts
4. FORGE SHOR.
 - a) Alloy steel : 22 Ingots or 2 Bogie Loads whichever is higher per shift
 - b) Electrodes 10-3/4"
 - Ingot : 15 pieces in one heat/shift
 - c) HSS, D2,D3,D4 : 42 pieces per shift
 - d) Rounds 10-3/4"
 - Ingot 150 dia : 24 heats per shift above

- e) 10-3/4" x 8" for: 18 heats per shift
sizes below 150 dia &
130 dia & 140 dia
- f) 7/6" Ingot : 24 heats per shift
- g) 7/6" Ingot : 24 heats per shift when
material is partly forged
- h) ESR Ingots : 15 heats per shift when forged
in Blooms in one heat
- i) ESR Ingots : 24 heats per shift when it
is forged into blooms/rounds
in 2 heats
- j) ESR Electrodes : 24 heats per shift when it
is forged in 2 heats
- k) ESR Ingots : 15 heats per shift when
forged into Blooms in one heat
- l) ESR Ingots : 24 heats per shift when
forged into Blooms as well
as in Rounds in two heats
- m) In case of

MIXED MATERIALS

- i) 18 heats per shift consisting of 4 Nos.
ESR moulds of size 10-3/4" PLUS two heats
of Rounds or partly forged material

OR

ii) 18 heats per shift 4 Nos. esr Ingots/Blooms
in one heat PLUS other material

OR

iii) 2 Nos. of ESR Electrodes per shift PLUS 21
heats consisting of other materials

OR

iv) When either Blooms or Electrodes are
simultaneously made in one heart from 10-3/4"
Ingots, it should be 15 pieces per shift in
one heart.

9. Grinding / Condition Section

Minimum per shift production or combination thereof
irrespective of Docarb will be as under :

<u>QUALITY</u>	<u>QUANTITY</u>
a) 70 mm billets of EN-52 SAR-52100 CTC, etc., from 6" x 30" Ingots	: 6 Full Lengths
b) 70 mm billets of stainless steel from 6" x 5" x 39" Ingots	: 5 Full Lengths
c) 70 mm billets of all alloyes steels from 7" x 6" Ingots & Forged Blooms	: 4 Full Lengths
d) 66mm billets of HSS, HCHCR, D2, D3, D4 from 6" x 5" x 30" Ingots	: 6 Full Lengths

- e) 66 mm billets of HSS, HCHCR, D2, D3, : 4 Full Lengths
D4, from 6" x 5" x 30" Ingots
- f) 52 mm billets of HSS, HCHCR, D2, D3, : 9 Half Lengths
D4, from 6" x 5" x 30" Ingots
- g) Blooms : 8 Numbers
- h) Ingots : 7 Numbers

10. Abrasive Cut Off Machine

- a) HSS, HCHCR, D2, D3, D4, : 120 cuts per shift
& other Grades, Billets, Rounds
- b) Stainless Steel 410, 420 : 80 cuts per shift

11. That the other terms and conditions in respect of performance in centre scheme shall remain unaltered.

NOTE :

- 1) The grades of Steel, as specified in the above norms, represent those which are under current production. The same norms will held good for equivalent grades also when production is to be restored to for such grades in future.
- 2) The above norms specify only ACCEPTED/PASSED quantities

- 3) It is clearly understood between the parties that performance allowance shall be payable to the eligible employees only if the minimum production level specified above are achieved in all departments on all working days in a calendar month and that if the production of any of the Dept. does not reach the specified minimum levels it is agreed that no performance allowances will be paid to any of the employees covered by this settlement. It is however, hereby agreed that such of the working days where no production could take place due to breakdown, power failure or any such similar reasons for a total duration of 8 hours or one complete shift time, such days shall not be taken into consideration for calculation of minimum production level. That any loss of production on account of breakdown or power failure, etc., which is of lesser duration than 8 hours will have to be made up by the employees.

12. Normal productivity allowance based on total despatch of material effected will be in force. In case of direct despatch of Ingots from Steel Melting Shop, whether of Mild Steel or Alloy Steels, only 1/3 rd quantity will be taken for calculation of productivity allowance.

13. The employees hereby agreed to give up all other demands made in their notice of change dated 29.3.88.

14. DURATION OF SETTLEMENT

It is hereby agreed between the parties that this settlement will remain operative and effective for a period of 3 years commencing from 1.4.1988. It is agreed between the parties that during this period of 3 years, the employees shall not make any demand involving financial implication, not withstanding the fact that either of the parties have right to terminate this Agreement on the expiry of the settlement under the provisions of Bombay Industrial Relations Act, 1946.

15. It is also hereby agreed between the parties that the arrears arising out of the settlement will be paid in lumpsum on such date as may be agreed between parties. However, payment of arrears be made within one month from the date of the settlement.

CATEGORY

EXISTING SCALES OF PAY

REVISED SCALES OF PAY W.E.F.1-4-88

DAILY RATED

Unskilled	7.00-0.25- 9.50-EB-0.40-13.50	9.00-0.25-11.50-EB-0.40-15.50
S. SK-II	8.00-0.30-11.00-EB-0.45-15.50	10.00-0.30-13.00-EB-0.45-17.50
S. Skilled - I	8.50-0.35-12.00-EB-0.50-17.00	10.50-0.35-14.00-EB-0.50-19.00
Skilled - III	10.50-0.40-14.50-EB-0.55-20.00	12.50-0.40-16.50-EB-0.55-22.00
Skilled - II	12.50-0.45-17.00-EB-0.60-23.00	14.50-0.45-19.00-EB-0.60-25.00
Skilled - I	13.50-0.50-20.50-EB-0.70-27.50	15.50-0.50-22.50-EB-0.70-29.50
H. S.	16.50-0.55-22.00-EB-0.80-30.00	18.50-0.55-24.00-EB-0.80-32.00

MONTHLY RATED

Watchman/Peons	185 - 8.00 - 265 - EB - 10 - 365	237 - 8.00 - 317 -EB- 10 - 417
Havaladar	265 - 12.00 - 385 - EB - 15 - 535	317 - 12.00 - 437 -EB- 15 - 587
Drivers	270 - 12.00 - 390 - EB - 16 - 550	322 - 12.00 - 442 -EB- 16 - 602
Sr. Drivers	320 - 15.00 - 470 - EB - 20 - 670	372 - 15.00 - 522 -EB- 20 - 722
Clerk-cum-Typist	260 - 15.00 - 410 - EB - 20 - 610	312 - 15.00 - 462 -EB- 20 - 662
Office Asst./	320-25.00-470-30-770-EB-35-1120	372-25.00-522-30-822-EB-35-1172
Jr. Stenos		
Stenos /	350 - 30.00 - 650 - EB - 35 - 1000	402 - 30.00 702 -EB- 35 - 1052
Jr. Supervisors		