



LONG TERM SETTLEMENT NO. IX

BETWEEN



RAJASTHAN STATE MINES & MINERALS LTD.

AND

RSMML WORKERS FEDERATION

FORM "H"
MEMORANDUM OF SETTLEMENT

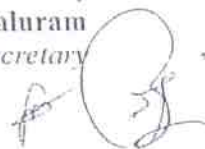
Memorandum of Settlement arrived at U/S 12(3) of Industrial Dispute Act, 1947 during the course of conciliation proceedings held before Labour Enforcement Officer (Central), Udaipur on 10.08.2009 between the Management of Rajasthan State Mines & Minerals Limited, Udaipur and RSMM Workers Federation, over the Industrial Dispute relating to Charter of Demands regarding revision of Long Term Settlement No. VIII for workmen of different SBUs/Offices/Units of Rajasthan State Mines & Minerals Limited.

Representing The Employer
Rajasthan State Mines & Minerals Ltd.
(hereinafter referred to as Management)

1. Shri Akhil Arora
Managing Director
2. Shri J.K.Upadhyay
C.P.A.
3. Shri M.L.Tailor
F.A.
4. Shri J.Shantaram
GGM (Project)
5. Shri M.Swarup
GGM(Contract))
6. Shri L.S.Rathore
GGM(Lignite & Gyp.)
7. Shri R.K.Mehta
GGM(Phos.I)
8. Shri R.S.Naruka
GGM(Limestone))

Representing The Workmen
RSMM Workers Federation
(hereinafter referred to as Federation)

1. Shri B.L.Meena
President
2. Shri R.N.Maurya
Working President
3. Shri S.M.Iyer
General Secretary
4. Shri Jogendra Singh
Vice President
5. Shri Devilal Kalasua
Vice President
6. Shri Cheuram Dangi
Vice President
7. Shri Sohan Lal Choudry
Vice President
8. Shri S.S.Shekhawat
Vice President
9. Shri Anil Gupta
Office Secretary
10. Shri N.K.Mohale
Treasurer
11. Shri Roog Singh
Joint Secretary
12. Shri Lal Singh
Joint Secretary
13. Shri Gopal Singh
Joint Secretary
14. Shri Sanjay Sarin
Joint Secretary
15. Shri Bhagat Singh
Joint Secretary
16. Shri Harish Tank
Org. Secretary
17. Shri Kaluram
Org. Secretary



Short Recital of the Case

The RSMM Workers Federation (INTUC) placed charter of demands mentioning therein that the Long Term Settlement No.VIII, arrived between the management of M/s. Rajasthan State Mines & Minerals Limited and recognised Federation/Unions effective from 01.10.1997 has expired on 30.09.2007.

After series of bilateral discussions between both the parties broad understanding has been reached. However, there are certain difficulties in finalising the terms of settlement which could not be resolved bilaterally. Therefore, recognised federation approached the **Labour Enforcement Officer (C), Udaipur** requesting him to intervene in the matter and hold conciliation proceedings for amicable settlement of the disputes.

After protracted discussions and deliberations, parties agreed to sign a Memorandum of Settlement (after due approval of RSMM Board of Directors, which has been obtained) under Section 12(3) of Industrial Dispute Act, 1947 on the following terms : -

TERMS OF SETTLEMENT

1. Both the parties agreed for terms and conditions as mentioned in Points 1.0 to 17 (including General Clause) in the Long Term Settlement No. IXth enclosed as Annexure - A.
2. Both the parties agreed that terms of settlement agreed in Points 1.0 to 17 of Long Term Settlement No.IXth constitute full and final settlement of the dispute.
3. The representatives of recognised Federation agreed that this is full and final settlement against the demands raised by the recognised Federation and affiliated unions.
4. The recognised Federation agreed to extend full co-operation in maintaining industrial peace , harmony and improving production and productivity, better discipline and cost control by increasing effective working hours and reducing idle hours in view of higher cost arising out of this wage revision.



5. Both the parties agreed to submit implementation report within a period of three months from the date of signing the settlement failing which it will be presumed that settlement has been fully implemented.

Signed on behalf of the
Management

(Akhil Arora)

(J.K. Upadhyay)

(M.L. Tailor)

(J. Shantaram)

(M. Swarup)

(L.S. Rathore)

(R.K. Mehta)

(R.S. Naruka)



Signed on behalf of the
Recognised Federation

(B.L. Meena)

(R.N. Maurya)

(S.M. Iyer)

(Jogendra Singh)

(Devilal Kalasua)

(Chenram Dangi)

(Sohan Lal Choudry)

(S.S. Shekhawat)

(Anil Gupta)

(N.K. Mohale)

(Roop Singh)

(Lal Singh)

(Gopal Singh)

(Sanjay Sarin)

(Signature)
(Bhagat Singh)

(Signature)
(Harish Tank)

(Signature)
(Kaluram)

(Signature) 10/8/09

Conciliation Officer and
Labour Enforcement Officer (Central), Udaipur

Witness :

1. *(Signature)*

2. *(Signature)*

Place : Udaipur
Date : 10.08.2009

(Signature)



ANNEXURE "A"

LONG TERM SETTLEMENT NO. IXth

TERMS OF SETTLEMENT

1.0 SCOPE AND COVERAGE

- 1.1 This settlement shall cover all categories of regular workmen who are on the company's roll as on 01.10.2007.
- 1.2 This settlement shall be known as Long Term Settlement No. IXth.
- 1.3 It is agreed to adopt the Running Pay Band, Grade Pay & Dearness Allowance in line with 6th Pay Commission's Report applicable to the employees of Government of Rajasthan for the workmen of RSMML w.e.f. 01.10.2007. However, House Rent Allowance & City Compensatory allowance would be effective from the date of signing of this settlement.
- 1.4 It is agreed that in future the pay revision for the workmen of RSMML will be applicable in line with the pay revision for the employees of Govt. of Rajasthan and as adopted by the management of RSMML.
- 1.5 The settlement about working facilities and industrial benefits and recoveries thereof shall be made from time to time. The changes will be made after ratification by the Board.
- 1.6 In case of any change in date of applicability of 6th pay commission in respect of the employees of Government of Rajasthan, it will not be applicable to the workmen of RSMML.

2.0 BASIC WAGE STRUCTURE

The revised Wage structure for different categories of workmen with effect from 01.10.2007 shall be as under :

EXISTING PAY SCALES		REVISED PAY SCALES				
Cat.	Pay Scale	Cat.	P.B.	Running P.B.	G.P.No.	Gr.Pay
I	4165-80-5765	I	-IS	4750-7440	3	1650
II	4370-90-6170	II	PB1	5200-20200	4	1800
III	4580-100-6580	III	PB1	5200-20200	5	1850
IV	4790-110-6990	IV	PB1	5200-20200	7	2000
V	5100-125-7600	V	PB1	5200-20200	9	2400
VI	5410-140-8210	VI	PB1	5200-20200	10	2800
VII	5770-160-8970	VII	PB2	9300-34800	12	3600
VIII	6235-180-9835	VIII	PB2	9300-34800	13	4200
IX	6700-198-10660	IX	PB2	9300-34800	14	4800
IX-S	7400-200-9400 -275-11600	IX-S	PB2	9300-34800	15	5400
P.B. = Pay Band			G.P. = Grade Pay			

3.0 PAY AND DEARNESS ALLOWANCE

3.1 Pay of the workmen shall consists of:

- a) Pay in Running Pay Band Plus (+)
- b) Grade Pay

3.2 Dearness Allowance shall be at par with Dearness Allowance applicable to State Government Employees.

3.3 Dearness Allowance declared from time to time for State Government employees shall be made applicable to the workmen of RSMML.

4.0 FIXATION FORMULA :

It is agreed that all the regular workmen existing as on 01.10.2007 will be fixed in the revised pay scales w.e.f. 01.10.2007 by adding the following components:

- i) the pay in the running pay band will be determined by multiplying the existing Basic Pay as on 01.10.2007 by a factor of 1.86 and rounding off the resultant figure to the next multiple of ten.
- ii) If the minimum of the running pay band is more than the amount arrived at as per (i) above, the pay shall be fixed at the minimum of the running pay band.
- iii) The workmen may opt the running pay band and grade pay as above w.e.f. 01.10.2007 or any other future date for the purpose of pay fixation.

5.0 ANNUAL INCREMENT :

a) RATE OF INCREMENT

It is agreed that the rate of Increment in the Running Pay Band will be 3% of the "pay" in the Running Pay Band and Grade Pay applicable, which will be rounded off to the next multiple of Rs. 10. The amount of Increment will be added to the existing pay in the Running Pay Band.

b) DATE OF ANNUAL INCREMENT

It is agreed that there will be a uniform date of annual increment, viz. 1st July of every year. Employees completing 6 months and above in the running pay band as on 1st July, 2008 will be eligible to be granted increment. The first increment after fixation of pay on 01.10.2007 will be granted to the workers w.e.f. 01.07.2008.

6.0 CONSOLIDATED WAGES:

6.1 It is agreed that the workmen to be recruited in category I, II, III, IV & VI (either from open market or on compassionate ground) shall draw fixed

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remuneration and other facilities, during the period of two years probation training as is existing in Government of Rajasthan. Only on successful completion of period of probation training, they will be allowed pay in the Running Pay Band and Grade Pay with all allowances applicable to the regular workmen of the Company and their services will also be confirmed.

- 6.2 The workmen who were appointed on compassionate ground and have already completed one year training period and one year or more in consolidated wages, shall be given regular pay scale w.e.f. 01.07.2009 with all allowances as applicable to the regular workmen of the Company.

7.0 REMOVAL OF WAGE ANOMALY :

It is agreed that all the regular workmen as on 1.10.2007 will be fixed in the revised pay scale as per clause 4.0 of this settlement. After fixation, if any workmen, belonging to the same pay scale, LOP and designation, draws lower basic salary than his junior(s), the pay in the running pay band of the senior will be stepped up in a manner that may be required to maintain his seniority

8.0 ALLOWANCES

8.1 House Rent Allowance:

The house rent allowance payable to the workmen would be as under w.e.f. the date of signing of this settlement:

Classification of Cities/Towns	Revised rate of HRA
Y (As per Government of Rajasthan)	20% of the pay (Pay in the running pay band & grade pay)
Z (As per Government of Rajasthan)	10% of the pay (Pay in the running pay band & grade pay)
For the workmen posted at Delhi & Kolkatta	30% of the pay (Pay in the running pay band & grade pay)

8.2 CITY COMPENSATORY ALLOWANCE:

It is agreed that the City Compensatory Allowance as applicable to the employees of Government of Rajasthan, will be applicable to RSMML workmen with effect from the date of signing of this settlement.

9.0 LEAVE:

- 9.1 It is agreed that the encashment of SICK LEAVE at the time of retirement will be abolished with effect from the date of signing of this settlement.



remuneration and other facilities, during the period of two years probation training as is existing in Government of Rajasthan. Only on successful completion of period of probation training, they will be allowed pay in the Running Pay Band and Grade Pay with all allowances applicable to the regular workmen of the Company and their services will also be confirmed.

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- 9.2 It is agreed that the number of privilege leave will be 30 days instead of 28 days with effect from calendar year 2009.
- 9.3 It is agreed that the accumulation of PL will be 300 instead of 180 with effect from calendar year 2009.

10.0 ATTENDANCE BONUS:

It is agreed that the payment of Attendance Bonus will be abolished with effect from the date of signing of this settlement.

11.0 RECOVERIES:

11.1 Recovery of Transport Charges :

It is agreed that the recovery of the transport charges from workmen utilising company's transport facility shall be as under with effect from the date of signing of this settlement.

Route	Existing Recovery	Revised Recovery
Udaipur – Jhamarkotra	Rs.120/- p.m	Rs. 240/- p.m
Kurabad – Jhamarkotra	Rs.120/- p.m	Rs. 240/- p.m
Kharwa Chandsa, Mamadev , Kotra, Bagdara Colony - JKT	Rs.60/- p.m	Rs. 120/- p.m
Colony Bus	Rs.20/- p.m.	Rs. 25/- p.m
School Bus	Rs.10/- p.m./child	Rs. 10/- p.m/child
Jaisalmer – Sanu	Rs.180/- p.m	Rs.360/- p.m
Nagaur- Kasnau, Matasukh	-	Rs.360/- p.m.
Barmer – Giral	-	Rs.360/- p.m.

11.2 HOUSE RENT RECOVERY:

It is agreed that the House Rent Recovery for workmen occupying Company's accommodation shall be revised as under with effect from the date of signing of this settlement -

Type of Quarter	Existing Rate	Revised rate
Single Room	Rs.60.00 p.m.	On line with GOR
"A" Type	Rs.100.00 p.m.	0.75% of the pay below 13000/- PM
"B" Type	Rs.160.00 p.m.	1.5% of the pay Rs.13000/-to Rs.19000/-PM 2% of pay for pay above Rs.19000/- PM

11.3 RECOVERY OF MEAL CHARGES:

It is agreed that the recovery of meal charges from workmen shall be as under with effect from the date of signing of this settlement.

Place	Existing Rate	Revised Rate
At Canteen	Rs.6.00 per Thali	Rs.12.00 per Thali
At Field	Rs.4.00 per Thali	Rs.08.00 per Thali

It is agreed that the rate of Tea shall be Rs.1.00 per Tea with effect from the date of signing of this settlement.

11.4 RECOVERY OF ELECTRICITY CHARGES:

It is agreed that the electricity charges for the Company's accommodation shall be recovered from the workmen as under with effect from the date of signing of this settlement.

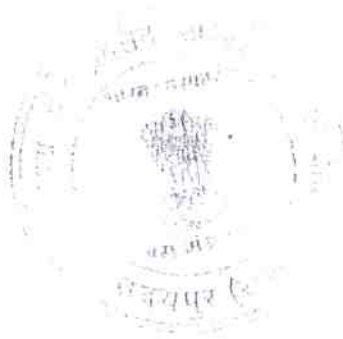
Accommodation	Elect. Units	Existing Rate	Revised Rate
Single Room	Upto 45 Units	50% Normal Rate	Normal Rate
	Above 45 Units	Normal Rate	Normal Rate
	Flat Rate	Rs.150.00 p.m.	Rs.300.00 p.m.
"A" type	Upto 70 Units	50% Normal Rate	Normal Rate
	Above 70 Units	Normal Rate	Normal Rate
	Flat Rate	Rs.200.00 p.m.	Rs.400.00 p.m.
"B" type	Upto 90 Units	50% Normal Rate	Normal Rate
	Above 90 Units	Normal Rate	Normal Rate
	Flat Rate	Rs.275.00 p.m.	Rs.550.00 p.m.
Note: Normal Rate means Normal Rate of respective DISCOMS			

11.5 RECOVERY OF CABLE CHARGES:

- a) It is agreed that Rs.20.00 p.m. per paid channel will be recovered from the workmen residing in Company's colony for providing TV Cable connection with effect from the date of signing of this settlement, wherever this facility is provided by the Company.
- b) A sum of Rs.750.00 will be taken towards cable connection charges from the workmen living in Company's accommodation which will be non refundable.

12.0 INCENTIVE SCHEMES:

- 12.1 It is agreed to lower down the initial kitty amount of all existing Incentive Schemes by 10% w.e.f. 01.07.2009. All other terms and conditions of Incentive Schemes will remain unaltered.
- 12.2 It is also agreed that to rationalise the existing incentive schemes a joint committee consisting of representatives of the management and the Federation will be constituted. The committee will examine all existing incentive schemes prevailing in different SBUs and submit its recommendations to the Managing Director latest by Dec.,2009. The Chairman of the committee will be Chief (P&A) who will co-ordinate the matter within the time frame.



13.0 PROTECTION OF EXISTING BENEFITS:

- 13.1 The existing benefits and facilities not covered or altered in this settlement shall remain unaltered.
- 13.2 On implementation of this settlement the company will not be required to make higher payments in respect of:
- Travelling allowance Rules & Medical Attendance Rules.
 - Similarly, there will be no change in the category of employees eligible for different type of quarters, merely because of the increase in the pay.

14.0 IMPLEMENTATION OF THE SETTLEMENT

- 14.1 This settlement, including the wage structure shall come into force and will be implemented with effect from 01.10.2007.
- 14.2 The Management and the recognised Federation agreed that the terms of the settlement will be implemented faithfully in the spirit of goodwill by both the parties.
- 14.3 It is agreed that no demand/ disputes will be raised in respect of matters covered under this settlement.
- 14.4 It is agreed that in case of any doubt or difficulty in interpretation / implementation of any clause of this settlement, the same shall be resolved by the Management and the recognised Federation mutually.
- 14.5 It is agreed that salary for the succeeding month of signing of this settlement will be made as per terms & conditions of the settlement.

15.0 PROMOTION

It is agreed that in case of promotion from one grade pay to another in the running pay band, the fixation will be done as under –

One increment equal to 3% of the sum of the pay in the running pay band and the existing grade pay will be computed and rounded off to the next multiple of Rs.10. This will be added to the existing pay in the running pay band. The grade pay corresponding to the promotion post will thereafter be granted in addition to this pay in the running pay band. In cases where promotion involves change in the running pay band also, the same methodology will be followed. However, if the pay in the running pay band after adding the increment is less than the minimum of the higher pay band to which promotion is taking place, pay in the running pay band will be stepped-up to such minimum.



16.0 Management - Federation Relationship

Relation of Management & Federation will be governed by the prevailing Labour Laws.

17.0 GENERAL:

- 17.1 It is agreed that efforts will be made to maintain industrial peace and harmony. Further, both sides agree that in the exigency of work arising out of any situation, both the parties will make the efforts to find out reasonable solution to step-up the level of production and productivity.
- 17.2 It is also agreed that both the parties will make all possible efforts to settle all disputes and grievances through discussions. Further, it is agreed that all necessary steps will be taken to step up production and productivity with a view to attaining annual production and profitability targets in different units of the company.

Signed on behalf of the
Management

(Akhil Arora)

(J.K. Upadhyay)

(M.L. Tailor)

(J. Shantaram)

(M. Swarup)

(L.S. Rathore)

(R.K. Mehta)

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Signed on behalf of the
Recognised Federation

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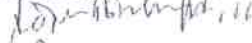

(Harish Tank)



(Kaluram)


Conciliation Officer and

Labour Enforcement Officer (Central), Udaipur

Witness:

1. 

2. 

Place: Udaipur

Date: 10.08.2009



RAJASTHAN STATE MINES & MINERALS LIMITED

FORM OF OPTION FOR THE WORKMEN OF RSMML TO OPT
FOR EXISTING / REVISED PAY SCALES AS ON 01.10.2007

- (i) I, hereby opt the Running
Pay Band and Grade Pay with effect from 01.10.2007

OR

- (ii)
- I, hereby opt to continue
in the existing scale until
 - the date of my next increment / promotion falling on
.....

2. The option hereby exercised is final and will not be
modified at any subsequent date.
3. I hereby undertake that any excess payment that may be
found to have been made as a result of incorrect fixation of
pay or any excess payment detected in the light of
discrepancies noticed subsequently will be refunded by me
to the Company either by adjustment against future
payments due to me or otherwise.

Signature.....

Name.....

Designation.....

Office in which employed.....

Signed before me.

Signature
(Head of the Office)

Date
Station

Date Received the above declaration

Station

Signature
(Head of the Office)

* To be scored out, if not applicable.



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Signature.....

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Signed before me.

Signature
(Head of the Office)

Date
Station

Date

Received the above declaration

Station

Signature
(Head of the Office)

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