

**FORM H
(Rule-58)**

DL

MEMORANDUM OF SETTLEMENT ARRIVED AT UNDER SECTION 12(3) OF THE INDUSTRIAL DISPUTES ACT, 1947 BEFORE SHRI B.B.BHATNAGAR, CONCILIATION OFFICER & DY.CLC®, AS A RESULT OF AND IN THE COURSE OF CONCILIATION PROCEEDINGS HELD ON 19.09.2016 AND SIGNED BY THE CONTRACTORS, EMPLOYERS OF CONTRACT WORKERS DEPLOYED FOR PERFORMANCE OF CONTRACTS IN ONGC LIMITED, WESTERN OFFSHORE UNIT MUMBAI INCLUDING PANVEL, URAN AND NHAVA, AND CONTRACT WORKERS REPRESENTED THROUGH TRANSPORT & DOCK WORKERS UNION-MUMBAI, ONGC (BOP) KARMACHARI SANGHATANA, PETROLEUM EMPLOYEES UNION, GENERAL EMPLOYEES ASSOCIATION, ONGC GENERAL KAMGAR SANGHATANA AND NHAVA SHEVA PORT & GENERAL WORKERS UNION, AS MENTIONED BELOW OVER CHARTER OF DEMANDS, INCLUDING REVISION OF WAGES AND OTHER SERVICE CONDITIONS OF CONTRACT WORKERS IN WESTERN OFFSHORE UNIT.

Name of Parties present: As per attendance sheets attached.

SHORT RECITAL

1. Transport & Dock Workers Union-Mumbai, ONGC (BOP) Karmachari Sanghatana, Petroleum Employees Union, General Employees Association, ONGC General Kamgar Sanghatana, and Nhava Sheva Port & General Workers Union operating in the establishment of ONGC, Mumbai had raised industrial disputes against the Management of ONGC as Principal Employer and 57 employers (contractors of ONGC) over their charter of 28 demands, including wage revision of contract labourers deployed at ONGC, WOU, Mumbai, Panvel, Nhava and Uran Plant of ONGC, except offshore going contract workers.
2. On receipt of the industrial dispute the matter was seized in conciliation by the then RLC(C), Mumbai and conciliation proceedings were held on various dates. The Conciliation Officer advised the parties to hold bilateral discussions and narrow down the differences.
3. The Unions and contract workers were agitating for early settlement of the dispute. The Dy. Chief Labour Commissioner (Central) initiated further proceedings in the aforesaid industrial dispute and the proceedings were held on 8.10.2015, in which all the parties to the dispute attended. The parties were once again advised to hold deliberations and reach common ground on the contentious issues.

[Handwritten signatures and initials on the left side of the page]



[Handwritten initials on the right side of the page]

4. During the course of conciliation proceedings held on 24.02.2016, the series of events which had taken place, deliberations and understanding reached on the issues were taken on record. In the meantime further deliberations/discussions have been held with employers and the unions. As a result of these discussions and conciliation, all the issues were resolved and consensus reached. Accordingly, the final conciliation was held on 19.09.2016 and after final round of discussions and deliberations, the parties agreed to resolve the dispute amicably and sign the Memorandum of Settlement under Section 12(3) of the Industrial Disputes Act, 1947 on the following terms:-

TERMS OF SETTLEMENT

a. Implementation of Fair Wage Policy In Mumbai w.e.f. 1.4.2012 at par with other onshore work centres:-

The Unions were demanding introduction of a fresh MoU from 1.1.2008, as the last was valid up to 31.12.2007. After discussions, it was agreed to adopt the uniform Fair Wage policy as already implemented at all the work-centres of ONGC. Accordingly, Fair Wage policy shall be implemented with effect from 1.4.2012 and will remain valid up to 31.3.2017, at Mumbai onshore work-centres in line with other Onshore Assets and Basins.

b. Bunching of 12 wage patterns into 4 wage patterns on the basis of skill sets:-

There existed 12 patterns of wages for the contract workers in WOU, Mumbai, in pursuance of the MoU that was signed in 1992, 1995 and 2000. With a view to adopt a uniform policy vis-à-vis onshore work-centres, it was agreed to bunch the wage patterns from existing 12 categories to 4 categories, based on skill sets viz. Unskilled, Semi-skilled, Skilled and Highly Skilled as per **Annexure-I**.

c. Fair wage formula for the contract workers in Minimum Wage category at par with onshore work centres:-

The unions agreed to accept the standard FWP formula implemented in onshore areas offering 35% increase over the notified Minimum Wages, plus Rs. 50/- per working day.



Handwritten signatures and initials on the left side of the page, including a large signature at the top and several smaller initials below it.

Handwritten signatures and initials on the right side of the page, including a large signature at the top and several smaller initials below it.

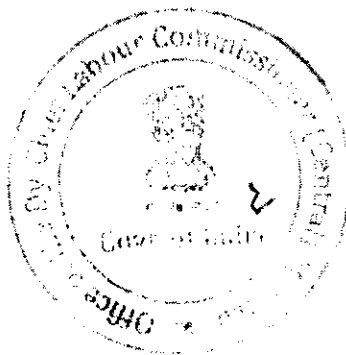
Wage rates for the Scheduled employment of "Construction & Maintenance of Roads & Buildings etc" applicable for Zone "A" would be the reference minimum wage. Half-yearly revision in D.A/Minimum wages as notified by GoI/State Govt, whichever is higher, from time to time, would be similarly revised by 35% and paid to the entitled workers. Detailed formula is placed at **Annexure-II**

d. Formula for Fair Wage to be extended to contract workers drawing MoU wages:-

The Fair Wages formula will be linked with minimum wages for the contract workers drawing MoU wages. There will be three components including Base Wages, Fixed Component and fixed HRA. Base wage shall be arrived at as per the formula of Fair Wage for Minimum Wage category, as brought out at para (c) above. Fixed component shall be the sum total of the following:

- (i) Pre-revised (Base Wages + VDA) less reference minimum wages as on 01.04.2012.
- (ii) Consolidated Allowance of Rs.1000.00 or Rs.700.00 as per para (e) below.

[Handwritten signatures and initials on the left side of the page]



[Handwritten signature and initials on the right side of the page]

A fixed HRA based on skill levels would be applicable to those workers drawing MoU wages. While the Base Wages may get revised every six months, due to DA increase/decrease, the Consolidated Allowance and HRA shall remain fixed during the period of settlement.

The unions accepted the above formula linked with MW for deriving Fair Wages for the contract labour drawing MoU wages. Detailed formula is placed at **Annexure III**. The calculations shall be done on actual wages drawn as on 01.04.2012.

Handwritten signature

e. Consolidated allowance:-

The contract workers drawing MoU Consolidated wages are drawing a consolidated allowance of Rs.675/- p.m. Similarly, the contract workers drawing MoU Pay Scale wages are drawing Port Allowance and Transport Subsidy amounting to Rs.480/- per month. After deliberations, the unions agreed for revision of the said allowances as follows:-

Sl No	Erstwhile Category	Existing Amount	Revised Amount
1	MOU - Consolidated	Rs.675/-	Rs.1000/-
2	MOU - Pay Scale	Rs.480/-	Rs.700/-

Consolidated Allowance shall remain fixed during the entire period of settlement.

Multiple handwritten signatures and initials on the left side of the page.



Handwritten signature and initials on the right side of the page.

f. HRA:-

The unions had demanded for HRA @ 30% of base wages. After discussions, it was agreed to provide for varied fixed HRA in each of the four erstwhile MoU categories of wages as follows:

SI No.	Category	Fixed HRA
1	Fair Wage - Unskilled	Rs.2500/-
2	Fair Wage - Semi Skilled	Rs.3000/-
3	Fair Wage - Skilled	Rs.3500/-
4	Fair Wage - Highly Skilled	Rs.4000/-

House Rent Allowance shall remain fixed during the entire period of settlement. Amount of HRA shall not be taken into account for calculating EPF contributions, leave encashment and overtime.

g. Revision of Wages for the period from 1.1.2008 to 31.03.2012:-

During discussions, all the unions demanded revision of wages for the contract workers covered under the last MoU, which was effective from 1.1.1998 to 31.12.2007, prior to implementing Fair Wage Policy w.e.f. 1.4.2012. After prolonged deliberations, the Unions agreed for a lump sum amount equivalent to 20% of the actual gross wages drawn between 1.1.2008 and 31.3.2012. Only those contract workers who were covered under the erstwhile MoU from 01.01.1998 to 31.12.2007 shall be eligible for this benefit. Contract labour covered under the erstwhile MoU, deployed as on 31.12.2007 and separated thereafter, will be eligible for payment of arrears till the date of separation. The said lump-sum amount ranges from Rs.1.10 lakh to Rs.1.20 lakh for those drawing MoU consolidated pattern. This amount for MoU pay scale pattern workers ranges from Rs.1.10 lakh to Rs.2.20 lakh. The lump-sum arrears benefit shall be released to the contract workers by and through the existing contractors. Statutory employer contribution of PF on these lumpsum arrears of wages in lieu of wage revision, recovery and deposit of matching employee contribution of PF will be effected by the existing employers. Such PF contribution shall be as per the EPF & MP Act, 1952 as amended from time to time.

Handwritten signatures and initials are present at the bottom of the page, including a large signature on the left and another on the right. A circular official stamp is also visible in the center-bottom area.

h. Annual Leave with wages:-

The unions had demanded to continue the benefit of 21 days annual leave with wages, as it was a part of the erstwhile MoU. It was agreed to maintain 21 days for the contract workers who are drawing wages as per the erstwhile MoU. However, the contract workers in the Minimum wage category shall be allowed 18 days of leave with wages only.

The annual leave with wages for the contract workers shall be calculated on fair wage. However, in case of contract workers drawing wages as per MoU rates, it will be reckoned on base wage + fixed component. Encashment towards unavailed annual leave will be allowed alongwith salary at the end of every calendar year or in the month of expiry of the contract, as applicable.

i. Withdrawal of Court Cases:-

Considering the whole package of benefits, which is to be ensured by the ONGC management, the Unions have been advised and agreed to withdraw all court cases filed against ONGC and employer, if any, before CGIT, Labour Court, High Court and Supreme Court as a necessary pre-condition for implementation of Fair Wage policy in Mumbai. Such withdrawal shall be done with the consent of the individual contract workers. All payments, including lump-sum for the period from 01.01.2008 to 31.03.2012 and arrears from 01.04.2012 onwards, shall be released only after submission of orders issued by the Tribunal/Court as proof of having deleted the name from the ongoing litigation or closure/withdrawal of case.

BBK
JK
AK
W



[Signature]
[Signature]
[Signature]
[Signature]

j. Job Security:-

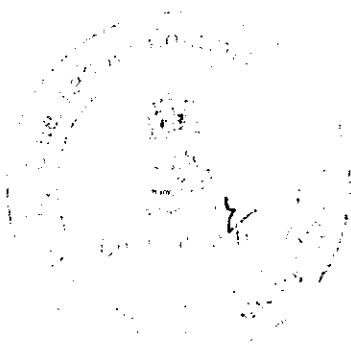
In the spirit of the interim orders of the CGIT, Mumbai/ High Court of Bombay to maintain status quo and not disturb the conditions of engagement of the existing contract labour, the Contractors performing jobs or providing services to ONGC will continue to engage the existing contract labour, i.e., those engaged as on 1.4.2012 and continued to be deployed on the date of settlement, till such time as the requirement for the job/service exists in ONGC. As per the existing practice, the list of contract labour will be provided to protect them from discontinuity in employment by their contractor. However, the employer can terminate the services of the contract workers on the following grounds:-

- i. on attaining the age of superannuation i.e. sixty years,
- ii. He is unfit to work and can be removed on health ground, after proper medical check-up and after payment of statutory dues,
- iii. on disciplinary ground after conducting proper enquiry as per procedure/law, following the principles of natural justice,
- iv. he has abandoned the job on his own or remains absent for a long time, by following the principles of natural justice,
- v. There is reduction in the activities of the company/closure of establishment

k. Social Security and Welfare Measures:-

- i. EPF contribution @ 12% - (Employer contribution) plus 1.36% administrative charges, as applicable, on the arrears from 01.04.2012 to 31.08.2014 on a ceiling of Rs.6500/- p.m. and from 01.09.2014 onwards on a ceiling of Rs.15000/- per month, as per statute.
- ii. ESI contribution @ 4.75% for wage limit up to Rs.15000/- p.m in all contracts from the date of roll out of Fair Wage Policy. No contribution on arrears shall be payable as per the Act.
- iii. The employers shall obtain insurance cover for liability under the Employee's Compensation Act, 1923 in respect of all contract workers drawing wages beyond Rs.15000/- or are otherwise outside the ESI cover.

[Handwritten signatures and initials]
Spero
Rao



[Handwritten signature]
K

- iv. Minimum Bonus of 8.33%, as per the wage ceiling for calculation provided under the Payment of Bonus Act, to be extended to the contract workers, even if their wages actually drawn exceed the ceiling limit for coverage under the Act.
- v. Group Term Insurance Policy for individual cover/benefit of Rs. 5.00 Lakh from LIC of India;
- vi. Group Accidental Insurance for individual cover/benefit of Rs. 5.00 Lakh from any General Insurance Company (GIC), i.e. National Insurance Company Limited, Oriental Insurance Company Limited, United India Insurance Company Limited or New India Assurance Company Limited.
- vii. Group Mediclaim Insurance for annual cover of Rs.5.00 lakh, for a family of four of each contract labourer deployed, under 'Family Floater' Scheme, with an annual premium cap of Rs.12,000/- (exclusive of taxes) per contractual worker. This will be in lieu of ESI, where ESI is not notified/extended or the individual draws wages beyond the monthly wage ceiling under ESI;
- viii. The above insurance policies shall be implemented with prospective effect.

[Handwritten signatures and initials on the left side of the page]



[Handwritten signatures and initials on the right side of the page]

- ix. Group Gratuity insurance cover through LIC to be obtained by the employer and transferred to the succeeding employer on completion of the contract period. This insurance cover shall be effective from 01.04.2012 in all applicable contracts. It was also explained that the minimum group size of 10 is prescribed by LIC, as also other insurance companies for coverage under the Group Gratuity Scheme. Subject to the availability of the group size, the employer will be required to obtain the policy cover. After discussion, it was also agreed that where the group size is less than 10, the contractor may pay an amount equivalent to the gratuity liability directly to the contract workers on completion of the contract. Proof of payment will be deposited with the Principal Employer for reimbursement.
- x. All the insurance covers will be obtained by the respective employers and premium cost shall be defrayed in the contract by ONGC. Administration of the insurance policies shall be diligently ensured by the employers through the insurance companies.
- xi. The policy cover will be subject to fulfilment of eligibility conditions of the insurance companies, including group size.

[Handwritten signatures and initials on the left side of the page]



[Handwritten signatures and initials on the right side of the page]

I. Coverage under Fair Wage Policy:-

- a) Fair Wage Policy shall be applicable in following types of contracts:-
 - i. Job contracts for housekeeping/environment management/cleaning of office and colony /maintenance of gardens and lawns etc.
 - ii. Contract for providing security /patrolling and surveillance services.
 - iii. Contract for running and maintenance of Guest House /Transit Accommodation/Office Canteen.
 - iv. Job /Service contracts for providing various services (including photocopying and courier service contracts) at offices / field locations/colonies.
 - v. Single Facility Management contracts.
 - vi. Material handling contracts.
- b) Contract labour deployed in Seasonal contracts, and petty contracts/Mud labour contracts/intermittent contracts shall be eligible for benefits as detailed in Annexure-IV.
- c) However, Fair Wage Policy shall not be applicable to following types of contracts:-
 - i. Lumpsum Turnkey contracts
 - ii. O&M or AMC through OEM/OES

d) List of eligible contract labours shall be finalised by 31-10-2016.

[Handwritten signatures and initials on the left side of the page]



[Handwritten signature and initials on the right side of the page]

m. Other Features

- i. The employer shall provide requisite items of kits & liveries, including Personal Protective Equipment /safety items, to the contract workers for execution of the job as per terms of the contract.
- ii. The identity card issued by the employer to the contract workers shall include date of birth and Universal Account Number (UAN) under the EPF & MP Act, 1952 of the contract worker.

n. Issue Related to Model Service Agreement:-

ONGC, Mumbai introduced Model Service Agreement (MSA) from 2010-11 onwards for Facility Management Contracts. As a result of misinterpretation and partial implementation of the explanation on wage parity, some contract workers who were drawing minimum wages started drawing MoU wages, simply because they were deployed along with contract workers who were covered by status quo orders. This is a complex issue, which has led to intra and inter-contract problems. The Unions have demanded correction of such aberrations before the implementation of the Fair Wage Policy, as otherwise the aberrations are bound to get compounded. Compilation of precise data of all such aberrations has been completed. It is agreed that Fair Wage Policy shall not be implemented in respect of those contract workers covered by MSA from 2010-2011 at present and shall be dealt separately. The decision thereon shall be finalised by 31-10-2016.

The issue regarding wage fixation in respect of contract workers deployed for operation of crane, forklift, etc. shall be decided by 31-10-2016.

[Handwritten signatures and initials on the left side of the page]



[Handwritten signatures and initials on the right side of the page]

o. Eligible Contract Workers:-

- a) All the existing contract labour deployed as on 31.12.2007, covered under the erstwhile MoU valid up to that date, and continued to be deployed as on 1.4.2012, shall be covered under the new dispensation, including for payment of arrears for the period w.e.f 1.1.2008 till date of implementation.
 - b) All contract labour who were deployed as on 31.12.2007, covered under the erstwhile MoU and who separated thereafter, will be covered for payment of benefit as arrears, till the date of separation under the new dispensation. In case of death of contract labour, the benefits arising out of Fair Wage Policy shall be paid to the nominee/legal heir/dependant, subject to fulfilment of requisite formalities.
 - c) All the contract labour deployed as on 1.4.2012 and drawing minimum wages, who are continuing in deployment as on date shall be covered under the FWP. In such cases, payment for the past period for which contracts have since expired shall be released through existing contractor.
 - d) All the contract labour, who have been deployed as covered under Clause 'I' of the present settlement, i.e. 'Coverage under Fair Wage Policy' after 01.04.2012, drawing minimum wages and continued to be deployed as on date shall be eligible for the benefits as applicable under the FWP.
- p. The sample forms of application for availing fair wages and the methodology are attached hereto as **Annexure-V**.

[Handwritten signatures and initials on the left side of the page]



[Handwritten signatures and initials on the right side of the page]

q. Recovery of Interim Relief:-

Amount of Interim Relief of Rs.60,000/- and Ad hoc, if any, paid earlier shall be recovered from the amount of arrears payable to the contract labour under the Fair Wage Policy.

r. Validity of the Fair Wage Policy:-

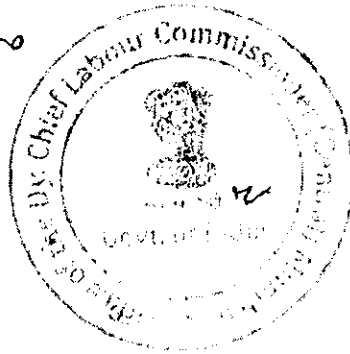
The Memorandum of Settlement shall be valid from 01-04-2012 to 31-03-2017 in terms of Section 19 of the Industrial Disputes Act, 1947 or till minimum wages for Oil Sector are notified by the Central/State Government by including in the scheduled employment for Oil Mines, whichever is earlier. However, the benefits of Fair Wage Policy shall continue to flow thereafter, until replaced by a subsequent settlement.



s. Payment of arrear:-

The amount of arrears calculated and payable under the above terms and conditions settled, shall be released in one instalment within one month, after amendment of the respective contracts, subject to statutory deductions such as EPF, ESI, Income Tax, etc., as may be applicable.

Handwritten signatures and initials on the left side of the page, including several scribbles and the word 'Open' written vertically.



Handwritten signatures and initials on the right side of the page, including a large signature and several smaller marks.

5. Additional benefits/ incentives, if any, may be extended at the discretion of the employer without any liability to ONGC as per existing practice.

6. It is further agreed that this settlement will be applicable to contract labour deployed in the various sites of ONGC in the state of Maharashtra and liability of the employers shall be restricted to the contracts operating in the state of Maharashtra.

7. It is further agreed that all the issues with regard to the wages and service conditions of employees deployed in the establishments of ONGC, Western Offshore Unit including Uran Plant are resolved through this settlement. No dispute/claim/demand of whatsoever nature/monetary or non-monetary, shall be raised by the Unions or their member-workmen during the currency of this settlement.

The parties agreed that the settlement will be implemented within a period of three months and compliance report on implementation of settlement will be submitted to the Conciliation Officer & Dy.CLC(C), Mumbai and if no compliance report is received, it will be presumed that the settlement has been implemented in full and in true spirit.

In case of any dispute regarding interpretation of terms and conditions of settlement, decision of the Dy.CLC(C), Mumbai will be final and binding to all the parties.

In witnesses whereof, the parties hereunto have agreed to affix their respective hands on this 19th day of September 2016 at Mumbai.



Representing Contractors

G.B. Mahatre
 Asha Caterers
 Mouza Services Co
 CIS Bureaus Facility Services P Ltd.
 P.H. Engineering
 PEST KILLER (INDIA)
 Ramish Shetty
 Creative Interiors
 Global SS Const (P) Ltd
 Surmuncygnear Pvt Ltd
 DamodharTech Int Pvt Ltd
 marcatr Engnt consultnt

Representing Unions

ONGC (BOP) Karmachar Sanghatana
 Pradeep Majekar
 Pinkach Dalvi
 Gen Sec
 President
 NA Khanolkar
 Petroleum Employees Union
 Kishor Kotwal
 Transport & Dock Workers Union
 V. S. TAKELE, Gen. Sec. PEU
 Santosh Patil
 Dy. Gen Secretary
 General Employees Association
 D.N. Vidhan
 Dinesh H. Ahir
 A.H. PAWASKAR
 V. Phangamani
 N.S.P.S.G.W. Union

[Handwritten signatures and dates for Contractors]
 19/9/2016
 19/9/2016
 19/9/2016

[Handwritten initials]

[Handwritten initials]

[Handwritten initials]

[Handwritten initials]

ONGC General Kamgar Sanghatana,
PARAG KADAM

[Signature]
19/9/2016

Sandeep Gaware

Nhava Sheva Port & General
Workers Union

[Signature]
Muralidharan
S. M. D.

Shivam catering
ASWATI POWER
CONTROLS

S. M. Menon
NIS Management Pvt. Ltd.



[Handwritten marks and signatures]

In the presence of and representing the Principal Employers

1. *[Signature]* 19/9/2016 R P Dubey
2. *[Signature]* 19-09-16 (N. P. SINGH)
3. *[Signature]* 19/9/16 (MISRA DAS)

(B.B. Bhatnagar)
Conciliation Officer under ID Act, 1947
& Dy. Chief Labour Commissioner (C), Mumbai
(B.B. BHATNAGAR)
जय मुरारी श्रीम आर्युक्त (केन्द्रीय)
Dy. Chief Labour Commissioner (Central)
मुंबई / Mumbai

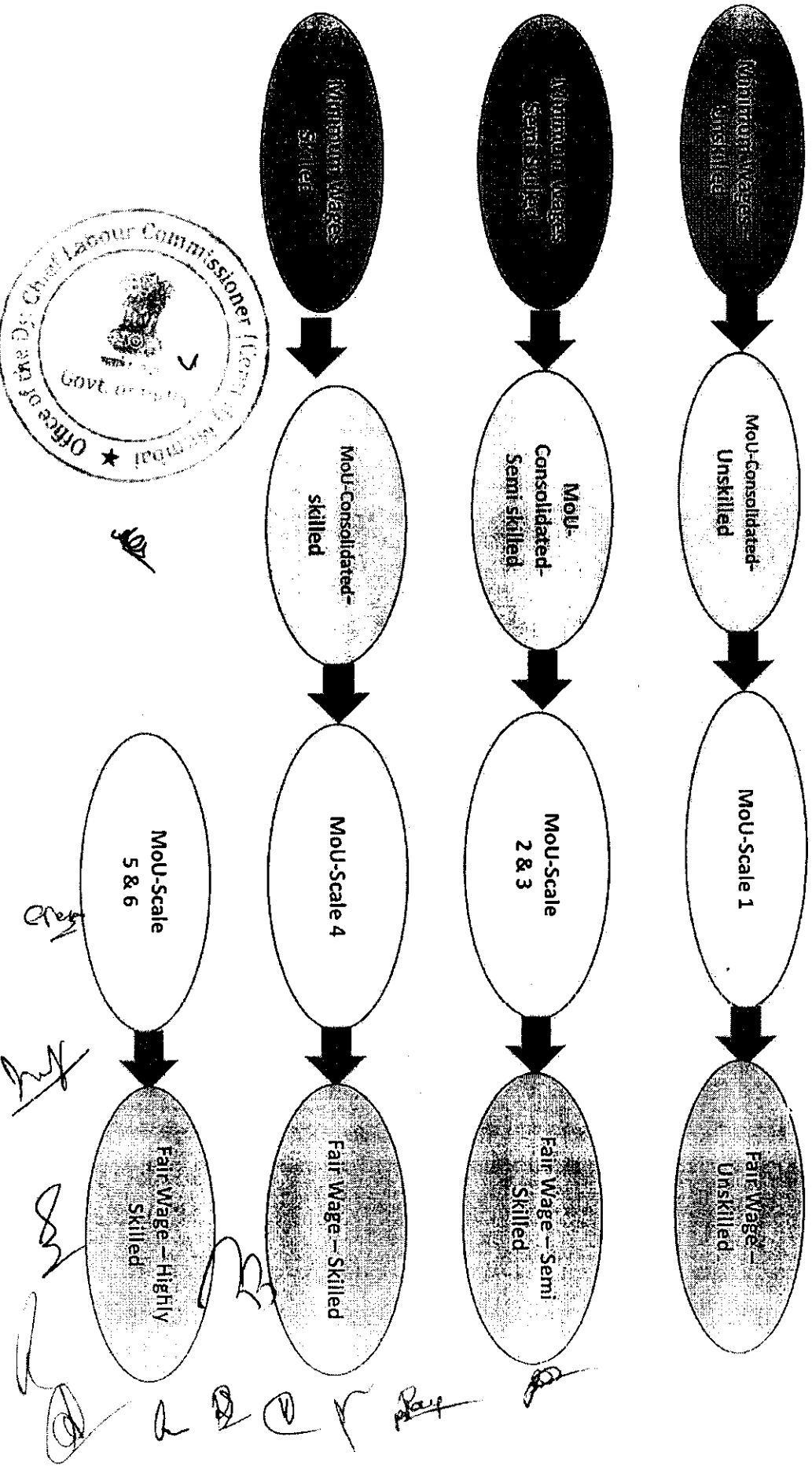
[Handwritten signatures and initials]

Handwritten signatures and initials at the top right of the page.

Handwritten signature at the bottom right of the page.

Annexure I

Bunching of existing wage patterns



[Handwritten signature]

[Handwritten mark]

Annexure II

[Handwritten signature]

Fair Wage formula for contract workers in minimum wage category at par with onshore work centers

- MW for "Construction & Maintenance of Roads & Buildings" (CMRB)
- MW + 35% of MW + ₹ 50/- per working day (1300 per month).
- Revision in Minimum wages as notified by GoI/State Govt, whichever is higher



[Handwritten notes and signatures]

[Handwritten signatures and initials]

Fair Wage formula for MOU Wages

Annexure III

Formula = Base Wage + Fixed Component + HRA

S No	Wage components	Fair Wage Components
1.	Base wage	Minimum Wages as on 01.04.2012 + 35% of MW + Rs. 50 per day
2.	Fixed Component	(Pre-revised MOU Base Wage + VDA) - Minimum Wage + Consolidated Allowance @ Rs. 1000 for MOU consolidated wages /@ Rs. 700 for MOU Pay Scale wages
3.	HRA	Fixed HRA (@ Rs. 2500 / Rs. 3000 / Rs. 3500 / Rs. 4000) as per skill set

[Handwritten signatures and initials]



Contract Labour deployed in Seasonal contracts, and Petty contracts/Mud Labour contracts/Intermittent contracts shall be eligible for benefits as detailed below:

1. **Seasonal contracts:** These contracts are generally related to the operations of Geophysical Field Parties, though there are other seasonal jobs also which are specific to the work-centre. The contracts are operated during the specific seasonal requirement. The work is seasonal and there is no continuity of the personnel deployed by the Contractors. In such a situation, since the work extends for a few months, the applicability of the PF, ESI and Bonus Acts are to be ensured.

Therefore, the formula of Applicable Minimum wage + 35 % of min. wage as additional wage + Rs.50/- per working day + statutory EPF (@ 12% of wages. on monthly wage limit currently at Rs.15000/- w.e.f. 1.9.2014) + statutory ESI benefit + minimum pro-rata Annual Bonus (@ 8.33% as per the calculation under the Payment of Bonus Act, 1965) + statutory pro-rata Leave with wages @ 18 days per year may be extended in Seasonal Contracts. Insurance for liability under Employee's Compensation Act, 1923 will be mandatory where the ESI Act is not applicable.

2. **Petty contracts/Mud Labour contracts/Intermittent contracts:** In such types of contracts, the work is generally for a short and limited duration. Further, the contract workers also change from location to location or are disengaged when the awarded work is completed.

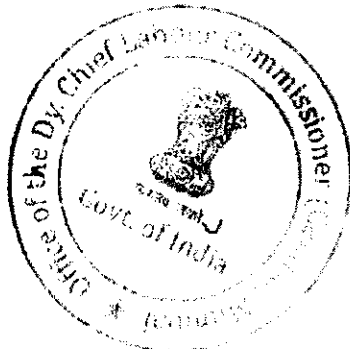
In such contracts, the formula of Applicable Minimum wage + 35 % of min wage as additional wage + Rs.50/- per working day + statutory EPF(@ 12% of wages. on monthly wage limit currently at Rs.15000/- w.e.f 1.9.2014) + statutory ESI benefit + minimum prorata Annual Bonus (@ 8.33% as per the calculation under the Payment of Bonus Act, 1965)+ statutory pro-rata Leave with wages @ 18 days per year may be extended for the period of deployment in ONGC operations. Insurance for liability under Employee's Compensation Act, 1923 shall be made mandatory, where the ESI Act is not applicable.

J.
KB
Sh
h
Q
Q
Q
Q

Geno

Ray

Sh



James
Sh

K
Sh
R

Sh

Application Form for availing Fair Wage Package

To

..... (Name of the Employer/Contractor)

..... (Name of the Principal Employer)

..... (Location of work)

..... (Address)

I am aware that Memorandum of Settlement has been signed between my employer M/s. and the, Trade Union(s) registered under the Trade Unions Act, 1926, representing the Workers of the Contractors, on whereby in principle, the said Unions accepted the "Fair Wage Package" for workers of Contractors, so as to settle the industrial dispute raised in with an intention to minimize litigation on the subject and maintain industrial peace and harmony in the establishment of the Contractors and the Principal Employer's establishment of ONGC.

[Handwritten signature]

I have read / have been read over and explained the contents of the above Settlement dated, signed with Unions representing the undersigned and other workers of Contractors and displayed separately on the Notice Board and am willingly accepting the same.

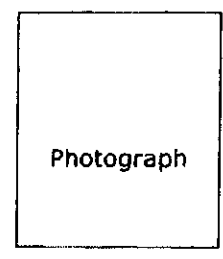
[Handwritten signature]

Knowing the benefits of the said Scheme and having understood the same to my satisfaction, I am submitting this Application for availing Fair Wage Package by accepting all terms and conditions and consequences attendant thereto.

[Handwritten signature]

My particulars as required are as under: -

- 1) Full Name:
- 2) Father's Name:
- 3) Date of birth and Age:
- 4) Local Residential Address:



5) Permanent Address :

[Handwritten signatures and initials]



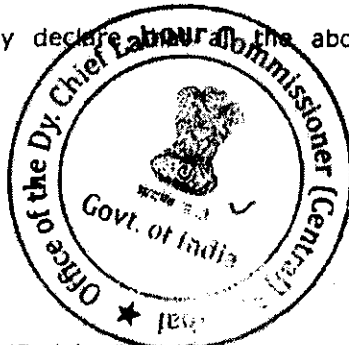
- 6) Date of engagement as a Worker of /Employer Contractor in the establishment of the Contractor :
- 7) Serial Number in the List of Workmen annexed to the Writ Petition No./ CGIT Reference No. :
- 8) Any other case before any Authority with details like Sr. No./Case No. :
- 9) Nature of work :
- 10) Work Location :

You are requested to accept my Application and extend the benefits of the Fair Wage Package to me.

I hereby accept the terms and conditions of Fair Wage Package signed through Memorandum of settlement dated and in full and final satisfaction of all my rights and claims against my employer and principal employer in respect of my deployment at the establishment of ONGC.

I hereby declare that the above particulars are true to the best of my knowledge.

Date:



Signature of applicant

Forwarded by..... Union

Particulars Verified / not Verified:

Remarks:

Counter signature of Employer with seal of the Firm/Agency

(Contractor)

Copy to Principal Employer for verification

Remarks: Particulars Verified.

[Handwritten signatures and initials]

[Handwritten signatures and initials]

[Handwritten signatures and initials]

[Handwritten signatures and initials]

[Handwritten signatures and initials]

[Handwritten signatures and initials]

[Handwritten signatures and initials]

[Handwritten signatures and initials]

[Handwritten signatures and initials]

Signature:

Name:

Designation:

[Handwritten signature]

[Handwritten signature]

TO BE OBTAINED ON STAMP PAPER OF PRESCRIBED VALUE

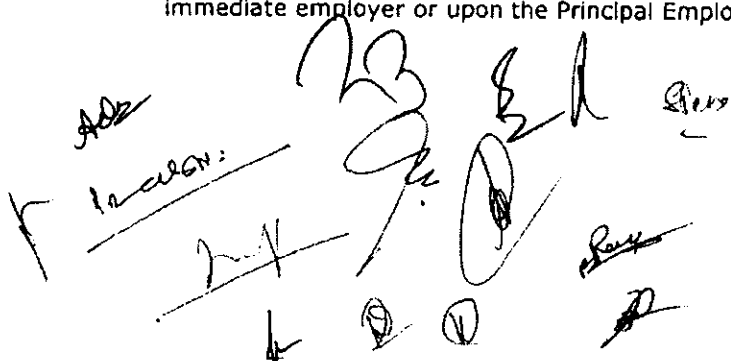
ANNEXURE - II

AFFIDAVIT

I an Indian inhabitant of (residential address),
Age years do hereby solemnly affirm and declare as under:

- 1) I say that I am employed as a contract worker with M/s. contractor, and as such, deployed in the establishment of ONGC.
- 2) I say that I have gone through / read over / been explained the contents of the Memorandum of Settlement dated settling the Fair Wage package for workers of contractors deployed in the establishments of ONGC in
- 3) I say that I have submitted my application in response to the Memorandum of Settlement dated for availing the benefits of the Fair Wage package.
- 4) I say that I have also gone through / read over / been explained the contents the Memorandum of Settlement dated displayed on the Notice Board of the establishment of the Principal Employer.
- 5) I say that I am aware and I accept that the benefits extended to me under Fair Wage package are in full and final settlement of all my claims / dues / demands/rights arising out of my employment/ non-employment with the Contractors in the establishment of ONGC.
- 6) I hereby give an undertaking that I shall not raise any dispute or demand claiming any other benefit or file any other application before any Court or Authority, claiming any other Benefit involving financial liability upon my immediate employer or upon the Principal Employer.



ADD
Location:




7) I hereby give an undertaking that I shall withdraw all claims and cases / Petitions / Applications filed by me or on my behalf by my Union or any other Union, pending before the Central Government Industrial Tribunal, High Court or any other Authority and shall accept the terms and conditions of the above mentioned Memorandum of Settlement dated

Solemnly affirmed at

On this day of 2015

Explained by me in Hindi/ Marathi/Gujarati

Name & Address

And Identified by me (Advocate)

Deponent

[Handwritten signature]

NOTARY

[Multiple handwritten signatures]

[Handwritten signature]



[Handwritten initials/signatures]

Reason:

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

REF. CGIT NO _____

.....

...FIRST PARTY

AND

.....

...SECOND PARTY

AFFIDAVIT ---CUM ---DECLARATION

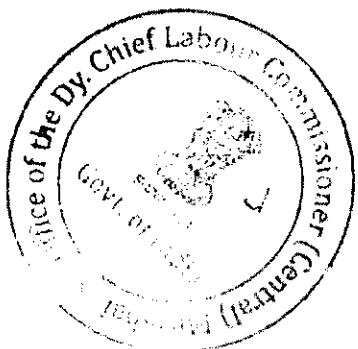
I, (Name), Age years, an Indian inhabitant of do hereby solemnly affirm and declare as under:

1. I say that I am the concerned person in the present reference and my name is at serial No. In the list of workmen / Exb-..... to the statement of claim filed by First Party and therefore party in the reference.
2. I say that Union is representing me in the said reference.
3. I say that I have read / have been read over and explained the details of the Memorandum of Settlement dated settling Fair Wage Package for the workers of the Contractors providing services to the establishments of ONGC in
4. I say that I have also gone through/ been read over and explained the contents of the documents, such as Application for availing Fair Wage Package - Annexure 1, Undertaking in Affidavit Form - Annexure 2, Affidavit cum Declaration to be submitted before Tribunal /Court/Authority - Annexure 3, Application for withdrawal/Deletion to be submitted before the Tribunal / Authority / Court - Annexure 4, Authority in favour of Union / Corporation for withdrawal of cases/deletion of names to be submitted before the Tribunal /Authority/Court on the basis thereof.
5. I hereby confirm that I have understood the contents of the said Fair Wage Package and the above documents and further say that I have discussed the same with my above Union and Employer/Contractor, who have explained to me the contents of the same. I have signed all these documents including the present one only thereafter.
6. I say that I am satisfied that it is in my best interest to accept the benefits under the said Fair Wage package, rather than continuing the present litigation.

Handwritten notes and signatures on the left margin:
 B
 J.
 ever
 M
 R
 T
 R
 R
 R

Handwritten signatures on the right margin:
 J
 R
 R
 R

Handwritten signature and initials at the bottom left:
 A
 A

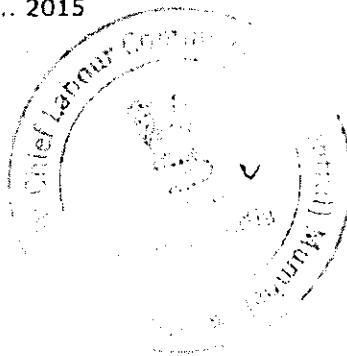


- 7. I say that pursuant to my having understood the true meaning and contents of the above Fair Wage Package, I have submitted my Application dated, voluntarily, for availing the benefits under the said package.
- 8. I say that I am also aware that I am required now to withdraw the present proceedings before this Hon'ble Court Tribunal/Authority, within as a condition precedent to receipt of benefits under the Fair Wage Package.
- 9. I, therefore, authorize the First Party Union / Petitioner Union viz., who have filed the attached application for withdrawal and / or ONGC, the Second Party herein, to approach this Hon'ble Court/ Tribunal / Authority to withdraw the present reference/delete my name from coverage in the present reference or obtain "No Dispute Award" as may be considered fit. If the said Union does not do so within one week from the date, then I hereby authorize ONGC to produce this Affidavit before the Central Government Industrial Tribunal, to request for withdrawal of the Reference/deletion of my name/obtain "No Dispute Award", as they may think fit.
- 10. I say that I have also clearly understood that I am entitled to receive 35% wages higher than the notified minimum wages for the scheduled employment of 'Construction or maintenance of roads or in building operations etc', additional wage of Rs.50/- per working day, Group Insurance cover of Rs.5.00 lakh, and Group Gratuity cover from the LIC, statutory benefits of Provident Fund, ESI (where applicable), Bonus and Leave with wages, and Service Protection, which are in full and final settlement of all my claims in lieu of services as a worker of Contractor rendered in the establishment of ONGC.
- 11. Since this is an all-inclusive package, I further say, declare and accept that I am not entitled to and will not claim or seek any other benefit or any other monetary claim of whatsoever nature from the ONGC and I shall not raise any dispute or file any Application before any Court or Authority for claiming the same.
- 12. I agree and undertake that hereafter, I shall no longer have any interest under the present reference/petition/proceedings and shall not consider myself governed by or entitled to the claim / benefit under any Award or order passed herein.

Solemnly Affirmed at

On this day of 2015

Deponent



Handwritten notes and signatures on the left side of the page, including the number '23' and several illegible signatures.

Handwritten signatures and initials on the right side of the page, including a large signature at the top and several smaller ones below.

Read over, explained in Hindi/Marathi/Gujarati by me
Name & Address
And identified by me (Advocate)

Before me,
(NOTARY)

(Vertical list of handwritten signatures and marks on the left side of the page)

(Handwritten signature on the right side of the page)

(Vertical list of handwritten marks or initials on the right side of the page)

(Small handwritten mark)



balan

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,

REF. CGIT NO

...FIRST PARTY

AND

...SECOND PARTY

MAY IT PLEASE THE HON'BLE COURT :

1. The First Party herein, along with has signed Memorandum of Settlement dated with the Employers /Contractors, in conciliation before the Conciliation Officer and Asst./Regional Labour Commissioner (Central) , under Section 12(3) and 18(3) of the Industrial Disputes Act, 1947 in the presence of representatives of the Principal Employers of the Second Party, and the said Unions in principle accepted the Fair Wage package for contract workers deployed by the said employers/Contractors in the establishments of ONGC in
2. Pursuant to the said MoS, the Second Party has intervened and agreed to ensure Fair Wage Package to certain categories of workers of Contractors who are deployed in their establishments.
3. Under the said MoS, the benefits are extended to certain categories of workers of Contractors who accept the terms and conditions of the Fair Wage Package and consequently withdraw all litigations and industrial disputes raised against the establishment of ONGC for regularization or higher wages and other benefits.
4. All / (Number) of the workmen concerned in the present reference, have submitted applications in response to MoS dated and voluntarily accepted the aforesaid Package and in pursuance to the above, the said Contract workers have executed Affidavit-Cum-Declaration under said scheme. Hereto annexed and marked **Exhibit - A** is a list of workers of Contractors, who have applied for availing the benefits of Fair Wage Package. They have also undertaken

Bal
 J.
 my
 J.
 P.
 P.
 P.
 P.
 P.
 P.
 P.
 P.

J.
 J.
 K.
 K.
 A.
 A.

Prabhu
 J.
 J.



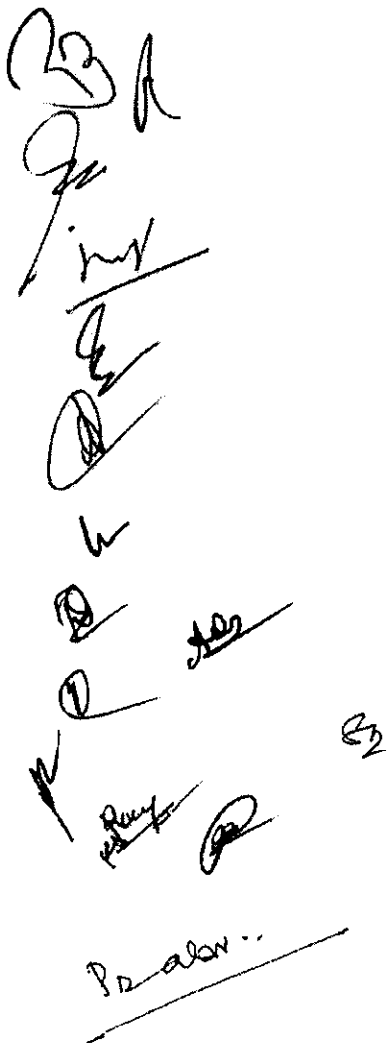
in their individual Affidavits, clearly indicating that they do not desire to proceed further with pending present reference.

5. In the light of above, it is humbly submitted that no alleged industrial dispute exists between the Second Party Corporation and the said persons.

6. It is therefore, prayed that the names of the persons named in Exhibit A may kindly be deleted from the present reference and they shall not be covered by any Award that may be passed after final hearing of the present reference.

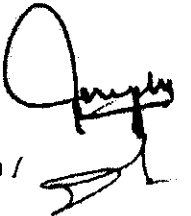
Place.....

Dated this day 2015.



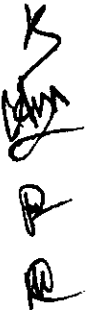
 A collection of approximately ten handwritten signatures and initials, some appearing to be names like 'Rajesh' and 'Ravi', written in black ink.

For Union /



 A large, stylized handwritten signature in black ink, likely representing the Union representative.

General Secretary / President
First Party



 A handwritten signature in black ink, likely representing the General Secretary or President of the First Party.

