

WAGE SETTLEMENT
SIGNED ON 11.06.2018
BETWEEN
MANAGEMENT OF OPTCL
&
WESTERN ODISHA BIDYUT
SHRAMIK MAHASANGHA

PERIOD : 01.04.2015 To 31.03.2020

BEFORE

CONCILIATION OFFICER CUM JT. LABOUR
COMMISSIONER, BHUBANESWAR, ODISHA



"FORM - K"

(See Rule 64 of the Orissa I.D.Rules)

**MEMORANDUM OF SETTLEMENT BETWEEN THE MANAGEMENT OF OPTCL
AND THEIR WORKMEN REPRESENTED THROUGH THE
WESTERN ODISHA BIDYUT SHRAMIK MAHASANGHA**

Representative of the Management

- 1 Sri Rajendra Kumar Senapati,
Director (HRD)
- 2 Sri Bibhu Prasad Mohapatra,
Director (Finance)
- 3 Sri Utam Kumar Samal, Director
(Operation)
- 4 Ms. S.Behera,
Sr. G.M (HRD), I.R



Representative of the Workmen

- 1 Sri Lalit Kumar Patnaik, General Secretary
- 2 Sri R.K.Acharya, President
- 3 Sri Jagannath Patjoshi, Vice President
- 4 Sri Pabitra Khuntia, Org. Secretary
- 5 Sri Pranaya Nayak, Gen. Secrerary, HBKS
- 6 Sri Sarat Chandra Sahu, Gen. Secy. KBKS
- 7 Sri Santosh Sahu, Gen. Secy. OSEB
Emp.Union,Rkl
- 8 Sri Pravat Kukmar Malla, Gen. Secy.
Ministrial Employees Union, BBSR
- 9 Sri Kedar Nath Mohanty,EB Member
- 10 Sri Sarat Chandra Pradhan, President,
OSEB Ministerial Employees Union,BBSR
- 11 Sri Sunil Kumar Singh, E.B, WOBSM
- 12 Sri Ranjit Mpohapatra, Div. Secretary, HBKS
- 13 Sri Sambit Kumar Panda, Joint, Secy.,HBKS
- 14 Sri Rashmi Ranjan Pradhan, V.P, OSEB
Employees Union, Rkl.
- 15 Sri Manoj Mohanty, E.B Member
- 16 Sri Pratul Mahana, Joint Secy, HBKS
- 17 Smt. Manjulata Nanda, Div. Secretary
- 18 Sri Purna Chandra Majhi, V.P, KBKS

SHORT RECITAL OF THE CASE

The long term Tripartite Wage Settlement dated 10.12.2013 signed with the Federations/Mahasanghas representing Non-executive Employees of OPTCL has expired on 31.03.2015. Accordingly the Wage Revision has become due from 01.04.2015. Since no fresh Charter of Demands were received by Management, the earliest terms of Wage settlement is continuing as such.

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However, Management vide letter No.14647 dated 16.06.2017 requested the Federations/ Mahasanghas to submit fresh charters of demands. The OSEB Employees' Federation submitted their Charter of Demands vide letter No.2031/17 dated 11.10.2017. The OSEB Shramika Mahasangha submitted their charter of demands vide letter No.301 (5) dated, 06.10.2017, The Western Odisha Bidyut Shramik Mahasangha submitted their charter of demands vide No.06/2017 (12) dated 09.10.2017 and vide No.122 (9) dated 24.10.2017

With a view to arriving at an amicable settlement in a peaceful and cordial atmosphere the parties held negotiations on the demands raised by the unions in their said Charters of Demands. In the meanwhile management of OPTCL had constituted an Apex Committee comprising of Functional Directors to address the issues relating to pay and other allowances and the Wage Negotiation Committee comprising of officers of all disciplines to discuss and negotiate with the Federal Bodies on the charter of demands vide Office Order No. 4955 dated 17.03.2017. The Committee was reconstituted vide Notification No.379 dated 04.01.2018.

Upon careful examination of the demands, the management of OPTCL invited the representatives of the OSEB Shramik Mahasangha, OSEB Employees Federations on 14.12.2017 and Western Odisha Bidyut Shramik Mahasangha for bi-lateral discussion on 15.12.2017. Thereafter, bilateral discussions were held jointly with the representatives of the Federal Bodies on 15.01.2018, 16.03.2018 and 10.04.2018. A proposed pay structure effective from 01.01.2016 was offered to the Federal bodies on 16.03.2018 along with HRA and Medical allowance which was not accepted by them. A revised proposal was also offered on 10.04.2018, mentioning the effective date of revision as 01.04.2015.

In the meanwhile the OSEB Employees' Federation also served a notice for strike on 17.04.2018 under section 22 of the ID Act, 1947. The matter was admitted for conciliation on 16.04.2018 by the Conciliation Officer-cum Joint Labour Commissioner, Odisha. After detailed deliberation, the Conciliation Officer-Cum-Joint Labour Commissioner, Odisha advised the management of OPTCL to resolve such demands through bilateral discussion within one month time.

The Bidyut Shramika Karmachari Ekata Mancha comprising of OSEB Employees' Federation, OSEB Shramika Mahasangha and Western Odisha Bidyut Shramika Mahasangha requested the management of OPTCL to expedite the wage revision, anomalies and other demands and informed that they shall hand over a Memorandum on 18.04.2018 to the Chairman-cum-Managing Director, OPTCL. They have been requested to maintain peace and co-operate with the management for early finalisation of pay revision. The Ekata Mancha submitted their demands on 18.04.2018.

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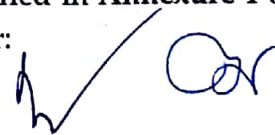
Thereafter, the representatives of all the above three Federation / Mahasanghas were invited for a detailed discussion on 19.04.2018, 20.04.2018 and 21.04.2018. After protracted discussion keeping the guidelines of the 7th Pay Commission Report and Resolution on Pay fixation issued by the State Govt. on 20.09.2017, the management of OPTCL and the representatives of the Federations/ Mahasanghas arrived at a Memorandum of Understanding on 21.04.2018 subject to approval of the Board of Directors of OPTCL and Govt. of Odisha. The said MoU was approved by the Board of Directors of OPTCL in its 95th meeting held on 28th April, 2018. The MoU was sent to the Govt. in the Department of Energy to accord necessary approval for implementation. Govt. in the Department of Energy have communicated their approval for implementations of the same vide their letter No.5135 dated 07.06.2018.

Thereafter, the representatives of all the above three Federation/ Mahasanghas were invited for a detailed discussion on 19.04.2018, 20.04.2018 and 21.04.2018. After protracted discussion keeping the guidelines of the 7th Pay Commission Report and Resolution on Pay fixation issued by the State Govt. on 20.09.2017, the Management of OPTCL and the representatives of the Federations/ Mahasanghas arrived at a Memorandum of Understanding on 21.04.2018 subject to approval of the Board of Directors of OPTCL and Govt. of Odisha. The same was approved by the Board of Directors of OPTCL in its 95th meeting held on 28th April, 2018 and Govt. of Odisha vide Letter No. 5135 dated 07.06.2018.

Pursuant to this Memorandum of Understanding, both the Management of OPTCL and the representatives of the OSEB Employees' Federation have come to the following terms of this settlement on this date the 11th June, 2018 before the Conciliation Officer - cum Labour Commissioner, Odisha, Bhubaneswar.

TERMS OF SETTLEMENT

1. **SCOPE / PERIOD** : This Memorandum of Settlement shall be applicable to all regular Non-executive employees on roll of OPTCL as on 01.04.2015. This Settlement shall remain in operation for a period of five years, from 01.04.2015 to 31.03.2020 and thereafter till signing of next settlement.
2. **REVISION OF WAGE STRUCTURE** : It is agreed by and between the parties that the revision of wage structure shall henceforth be the Pay Matrix in replacement of the Pay Bands and Grade Pays with effect from 1st April 2015 as specified in Annexure-I of this settlement and the minimum pay arrived at as given hereunder:



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Sl. No.	Existing category	New Revised Category	Existing Pay Band	Grade Pay	Revised Initial Pay in the Pay Matrix
1	Unskilled	NE-A/T-1	Rs 4440-14680/-	Rs 1780/-	Rs 17200/-
2	Semi-Skilled-B	NE-A/T-2	Rs 5200-20200/-	Rs 1930/-	Rs 19900/-
3	Semi-Skilled-A	NE-A/T-3	Rs 5200-20200/-	Rs 2130/-	Rs 22700/-
4	Skilled-C	NE-A/T-4	Rs 5200-20200/-	Rs 2430/-	Rs 25500/-
5	Skilled-B	NE-A/T-5	Rs 5200-20200/-	Rs 2530/-	Rs 26400/-
6	Skilled-A	NE-A/T-6	Rs 5200-20200/-	Rs 2830/-	Rs 29200/-
7	Highly Skilled-B	NE-A/T-7	Rs 5200-20200/-	Rs 3330/-	Rs 31400/-
8	Highly Skilled-A/ Supervisory C	NE-A/T-8	Rs 9300-34800/-	Rs 4200/-	Rs 35400/-
9	Supervisory-B				
10	Supervisory-A				

Fitment Principle :

- (i) The pay in the applicable Level in the Pay Matrix shall be the pay obtained by multiplying the existing basic pay (pay in Pay Band + Grade Pay) as on 31.03.2015 by a factor of 2.57 rounded off to the nearest rupee and the figure so arrived at will be located in that Level in the Pay Matrix. If an identical figure corresponds to any Cell in the applicable Level of the Pay Matrix, the same shall be the pay, and if no such Cell is available in the applicable Level, the pay shall be fixed at the immediate next higher Cell in that applicable Level in the Pay Matrix.
- (ii) If the first Cell in the applicable Level is more than the amount arrived at as per sub-para (i) above, the pay shall be fixed at the first Cell of that applicable Level.
- (iii) In case of person who has availed RACP Scheme, the Level for fixation of pay will be reworked in the line with the Modified Assured Career Progression Scheme (MACPS). However, the pay drawn by him as on 01.04.2015 will be revised for fixation of his pay in the level as arrived under MACP Scheme as per formula mentioned in (i) above. The applicable Level after fixation shall be the Level of the post one holds or his entitlement arrived at under the MACP Scheme whichever is higher.

3. **RATE OF INCREMENT** : After fixation of pay in the appropriate level in the Pay Matrix as specified in Paragraph-2 above, the subsequent increment (s) in the Level shall be at the immediate next higher Cell in that Level.
4. **DATE OF INCREMENT** : The date of next increment in the revised pay structure shall be 12 months after the sanction of last increment. Where the pay is fixed at the first Cell of the Level, the date of next increment shall be the anniversary of the date of coming over to the revised pay in the Level.

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5. **MODIFIED ASSURED CAREER PROGRESSION (MACP) SCHEME** : It is agreed by and between the parties that the Revised Assured Career Progression Scheme (RACPS) ceases to operate and is replaced with the introduction of Modified assured Career Progression (MACP) scheme in line with the Govt.

6. **DEARNESS ALLOWANCE** : It is agreed by and between the parties that consequent upon revision of pay scale as per the revised pay structure with effect from 1st April, 2015, the Dearness Allowance from 01.04.2015 to 30.06.2016 shall be NIL. Subsequent DA from 01.07.2016 shall be regulated in the manner by the same principle as adopted by Government of Odisha for such employees from time to time.
7. **HOUSE RENT ALLOWANCE** : It is agreed by and between the parties that the House Rent Allowance shall be paid at the existing rate of 18%/20% in the revised basic pay prospectively from 21.04.2018. No arrear on House Rent Allowance shall be paid pertaining to the period from 01.04.2015 to till 20.04..2018.
8. **MEDICAL ALLOWANCE** : It is agreed by and between the parties that the Medical Allowance shall be paid at the existing rate of 5% in the revised basic pay w.e.f 21.04.2018. No arrear on Medical Allowance shall be paid pertaining to the period from 01.04.2015 to till 20.04..2018.
9. **CONVEYANCE ALLOWANCE** : It is agreed by and between the parties that the rate of Conveyance Allowance shall be enhanced from Rs.600/- PM to Rs.800/- PM to all such eligible Non-executive employees. This shall be effective from 21.04.2018.
10. **SHIFT ALLOWANCE** : It is agreed by and between the parties that the rate of Shift Allowance shall be enhanced from Rs.50/- pm to Rs.200/- per month to all such eligible Non-executive employees working in "B" and "C" shift and existing Night Shift Allowance shall be discontinued. This shall be effective from 21.04.2018.
11. **ALL OTHER ALLOWANCE** : All other allowances existing at present shall remain unchanged except Shift Allowance and Night Shift Allowance. No other Allowance arrear pertaining to the period prior to the period prior to issue of signing of MoU shall accrue to the employee.
12. **SPECIAL PAY** : It is agreed by and between the parties that the Special Pay allowed to the eligible Non-executives shall stand withdrawn from 1.5.2018.
13. **REMOVAL OF ANOMALIES** : It is agreed by and between the parties that any anomaly that may arise out of the present wage revision shall be brought to the notice of the Management within a period of six months from the date of execution of the Tripartite Settlement which would be resolved by the Anomaly Committee on case to case basis within a period of one year.

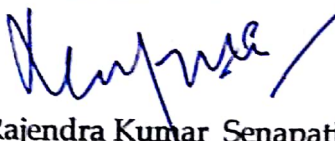


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11. OTHER ISSUES :

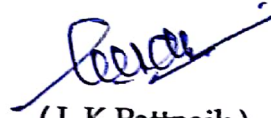
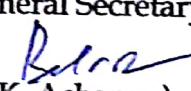
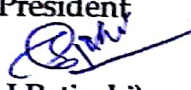
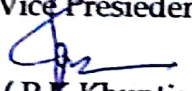
- (i) It is agreed by and between the parties that the workmen shall extend all cooperation to ensure optimisation of workforce, employee cost.
- (ii) It is agreed by and between the parties that the Federations/ Mahasanghas shall not raise any such issue directly or indirectly connected in respect of matters mutually resolved under this Settlement.
- (iii) It is agreed by and between the parties that during the operation of this settlement, no fresh demand / additional demand settled under this agreement shall be raised by the Federations/ Mahasanghas.
- (iv) It is agreed by and between the parties that the demands raised by the Federations/ Mahasanghas but not covered under this settlement are hereby dropped.
- (v) It is agreed by and between the parties that the pay of an employee who is in receipt of G.P of Rs. 4,600/- as RACP on 31.03.2015, his /her pay shall be fixed accordingly.
- (vi) It is agreed by and between the parties that all endeavour shall be made to maintain industrial peace and harmony for smooth running of the business in the Company.

In witness where of the parties here to have signed this settlement on this 11th day of June 2018.

FOR & ONBEHALF OF THE OPTCL

1. 
(Rajendra Kumar Senapati)
Director (HRD)
2. 
(Bibhu Prasad Mohapatra)
Director (Finance)
3. 
(Utam Kumar Samal)
Director (Operation)

FOR & ONBEHALF OF THE WORKMEN

1. 
(L.K. Pattnaik)
General Secretary
2. 
(R.K. Acharya)
President
3. 
(J. Patjoshi)
Vice President
4. 
(P.K. Khuntia)
Org. Secretary

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4. *S. S. Behera*
(S. Behera) 11/6/2018
Sr. G.M (HRD), I.R



5. *P. Nayak*
(P. Nayak)
General Secretary, HBKS

6. *S. C. Sahu*
(S. C. Sahu)
General Secretary, KBKS

7. *Santosh K. Sahu*
(S. Sahu)
General Secretary,
OSEB Employees Union, Rourkela

8. *P. K. Malla*
(P. K. Malla)
General Secretary,
Ministerial Employees Union, BBSR

9. *Kedar Nath Mohanty*
(K. N. Mohanty)
Executive Body Member, WOBSM

10. *S. C. Pradhan*
(S. C. Pradhan)
President

11. *S. K. Singh*
(S. K. Singh)
E. B Member

12. *Ranjit K. Mahapatra*
(R. Mahapatra)
Divisional Secretary

13. *Sambit Kumar Panda*
(S. K. Panda)
Joint Secretary

14. *R. R. Pradhan*
(R. R. Pradhan)
Vice President

15. *M. Mohanty*
(M. Mohanty)
E. B Member

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16. P. Mahana
(P. Mahana)
Joint Secretary
17. ୧୬/୧୦/୧୮
(M. Nanda)
Divisional Secretary
18. P.C. Majhi
(P. C. Majhi)
Vice President

WITNESSES

1. Amma (P. Mahana)
2. Atmaja nr. B. D. S. S.
3. N. C. of Kumar Das.
- 4.



M. B. C. S.
Conciliation Officer - Cum -
Joint Labour Commissioner
Bhubaneswar
Joint Labour Commissioner
O/o the Labour Commissioner, Odisha
Bhubaneswar

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Pay matrix for Non- executives of OPTCL (Annexure-I)

Scale of Pay of OPTCL	4440-14680	5200-20200						9300-34800
Grade Pay level	1780	1930	2130	2430	2530	2830	3330	4200
1	17200	19900	22700	25500	26400	29200	31400	35400
2	17700	20500	23400	26300	27200	30100	32300	36500
3	18200	21100	24100	27100	28000	31000	33300	37600
4	18700	21700	24800	27900	28800	31900	34300	38700
5	19300	22400	25500	28700	29700	32900	35300	39900
6	19900	23100	26300	29600	30600	33900	36400	41100
7	20500	23800	27100	30500	31500	34900	37500	42300
8	21100	24500	27900	31400	32400	35900	38600	43600
9	21700	25200	28700	32300	33400	37000	39800	44900
10	22400	26000	29600	33300	34400	38100	41000	46200
11	23100	26800	30500	34300	35400	39200	42200	47600
12	23800	27600	31400	35300	36500	40400	43500	49000
13	24500	28400	32300	36400	37600	41600	44800	50500
14	25200	29300	33300	37500	38700	42800	46100	52000
15	26000	30200	34300	38600	39900	44100	47500	53600
16	26800	31100	35300	39800	41100	45400	48900	55200
17	27600	32000	36400	41000	42300	46800	50400	56900
18	28400	33000	37500	42200	43600	48200	51900	58600
19	29300	34000	38600	43500	44900	49600	53500	60400
20	30200	35000	39800	44800	46200	51100	55100	62200
21	31100	36100	41000	46100	47600	52600	56800	64100
22	32000	37200	42200	47500	49000	54200	58500	66000
23	33000	38300	43500	48900	50500	55800	60300	68000
24	34000	39400	44800	50400	52000	57500	62100	70000
25	35000	40600	46100	51900	53600	59200	64000	72100
26	36100	41800	47500	53500	55200	61000	65900	74300
27	37200	43100	48900	55100	56900	62800	67900	76500
28	38300	44400	50400	56800	58600	64700	69900	78800
29	39400	45700	51900	58500	60400	66600	72000	81200
30	40600	47100	53500	60300	62200	68600	74200	83600
31	41800	48500	55100	62100	64100	70700	76400	86100
32	43100	50000	56800	64000	66000	72800	78700	88700
33	44400	51500	58500	65900	68000	75000	81100	91400
34	45700	53000	60300	67900	70000	77300	83500	94100
35	47100	54600	62100	69900	72100	79600	86000	96900
36	48500	56200	64000	72000	74300	82000	88600	99800
37	50000	57900	65900	74200	76500	84500	91300	102800
38	51500	59600	67900	76400	78800	87000	94000	105900
39	53000	61400	69900	78700	81200	89600	96800	109100
40	54600	63200	72000	81100	83600	92300	99700	112400