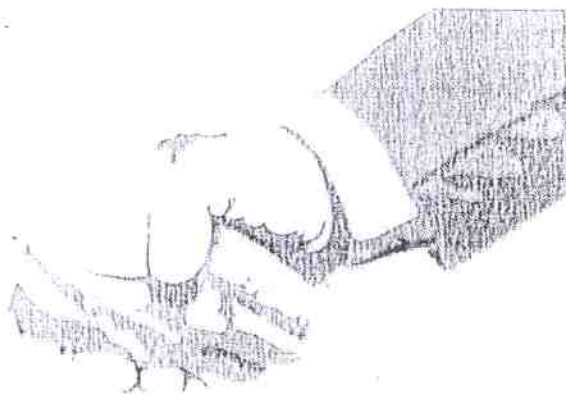




LONG TERM SETTLEMENT NO. IX

BETWEEN



RAJASTHAN STATE MINES & MINERALS LTD.

AND

RSMIM 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.)
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



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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.



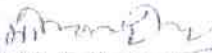
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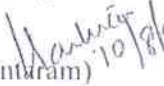
5. Both the parties agreed to submit implementation report within a period of three months from the date of signing the settlement failing which it will be presumed that settlement has been fully implemented.


Signed on behalf of the Management


10/8/09
(Akhil Arora)


10/8/09
(J.K. Upadhyay)


10.8.09
(M.L. Tailor)


10/8/09
(J. Shantaram)


10/8/09
(M. Swarup)

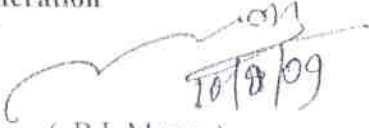

(L.S. Rathore)



10/8/09
(R.K. Mehta)

(R.S. Naruka)



Signed on behalf of the Recognised Federation


10/8/09
(B.L. Meena)

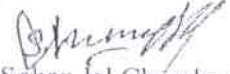

10/8/09
(R.N. Maurya)


(S.M. Iyer)


(Jogendra Singh)


(Devilal Kalasua)



(Chenram Dangi)


(Sohan Lal Choudry)


(S.S. Shekhawat)


(Anil Gupta)


(N.K. Mohale)


(Roog 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

अभिमान अन्तर्गत लेबर एन्फोर्समेन्ट अफिसर,
कंसिलिएशन ऑफिसर अन्ड
लेबर एन्फोर्समेन्ट अफिसर (सेन्ट्रल)
उदुपूर, राजस्थान
कंसिलिएशन ऑफिसर अन्ड लेबर
एन्फोर्समेन्ट अफिसर (सेन्ट्रल)
उदुपूर, राजस्थान

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

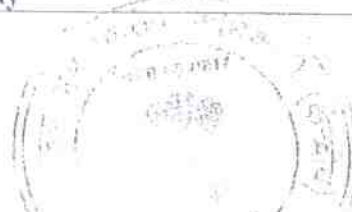
- 1.1 This settlement shall cover all categories of regular workmen who are on the company's roll as on 01.10.2007.
- 1.2 This settlement shall be known as Long Term Settlement No. IXth.
- 1.3 It is agreed to adopt the Running Pay Band , Grade Pay & Dearness Allowance in line with 6th Pay Commission's 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 | -1S | 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 | | | |

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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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| 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.



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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. |

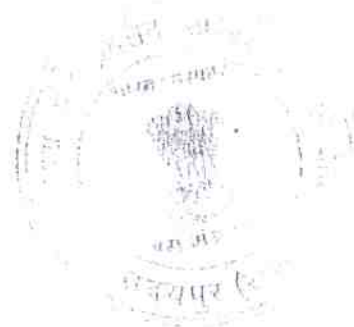
Note: Normal Rate means Normal Rate of respective DISCOMS

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.



(Signature)

