

MEMORANDUM OF SETTLEMENT

1. NAME & ADDRESSES: OF THE PARTIES

M/S. GRAPHITE INDIA LIMITED,
FACTORY AT DURGAPUR - 713211 WITH ITS
REGISTERED OFFICE AT 31, CHOWRINGHEE
ROAD, KOLKATA - 700016

And

Their workmen represented by :

1. Graphite India Ltd Sramik Sangha, Reg No 25990,
affiliated to INTTUC, Sagarbhangha Colony,
Durgapur - 713211

2. Graphite India Sramik Union (Phase-4),
Regd. No – 26142, Sagarbhangha Colony,
Durgapur - 713211

3. Graphite India Ltd. Mazdoor Union,
Regd. No – 7981, affiliated to CITU,
Sagarbhangha Colony, Durgapur - 713211



2. NAME OF THE PERSONS REPRESENTING THE MANAGEMENT :

1. Mr A. Dixit (Executive Director)
2. Mr SG Khune (Exe. Vice President -Works)
3. Mr Ranadeep Chakraborty (Vice President - Operations & Maint)
4. Mr Prabir Sengupta (Asst. Vice President - Operations)
5. Mr Rana Pal (DGM-HR)

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3. NAME OF THE PERSONS REPRESENTING THE WORKMEN FROM :

For Graphite India Ltd Sramik Sangha, Reg No 25990, affiliated to INTTUC

1. Prabhat Kumar Chatterjee *Prabhat Kr. Chatterjee*

2. Sudipta Banerjee *Sudipta Banerjee*
3. Sk. Amir *SK Amir*
4. Sk. Ramzan *SK Ramzan*
5. Dilip Dhibar *Dilip Dhibar*
6. Tapan Das *Tapan Das*
7. Ashis Ghosh *Ashis Ghosh*
8. Niladri Chakraborty *Niladri Chakraborty*

For Graphite India Sramik Union (Phase-4), Regd. No – 26142

- 1) Basudeb Khetrapal *Basudeb Khetrapal*
- 2) Tarak Khetrapal *Tarak Khetrapal*
- 3) Dayamoy Roy *Dayamoy Roy*

For Graphite India Ltd. Mazdoor Union, Regd. No – 7981, affiliated to CITU

- 1) Pankaj Roy Sarakar *Pankaj Roy Sarakar*
- 2) Nitya Hari Dutta *Nitya Hari Dutta 10-2-2021*
- 3) Sk. Matlab Ali *SK. Matlab Ali*
- 4) Bidyut Saha Roy *Bidyut Saha Roy*
- 5) Indrajit Roy Choudhury *Indrajit Roy Choudhury*

4. SHORT RECITAL OF THE CASE :

Graphite India Limited, vide letter dated 06.01.2021 addressed to the Deputy Labour Commissioner (DLC) Durgapur, informed that registered Unions submitted their Charter of Demands before the Management for revision in certain Terms and Conditions of Service of the permanent Workmen, staff and sub-staff of the Durgapur Plant of Graphite India Limited. The Management also, during the course of discussion, placed before the participating Union representatives a list of its requirements (Management Charter of Demands – copy with annexures enclosed) for improving productivity, discipline and operating flexibility of Graphite India Ltd., Durgapur Plant for sustainability in global market and competitive scenario.




The Management held a series of discussions with the Unions on different dates. These discussions though resulted in mutual understanding on most of the issues raised in the said Charter of Demands, but a final settlement could not be arrived at. The Management, therefore, sought for intervention of the Conciliation Officer & Dy. Labour Commissioner to reach an amicable settlement. The matter was taken up in conciliation and a Joint Conference was held on 10.02.2021 in the Office of the Labour Department, New Secretariat Building, Kolkata with the representatives of Management and all the Trade Unions. After protracted discussion and negotiations the matter was settled today, i.e. 10.02.2021 on the following terms and conditions :-

5. TERMS OF SETTLEMENT:

A. INCREASE IN BASIC WAGES:


It is agreed by and between the parties that the existing Basic Wages of all categories of permanent workmen, staff and sub-staff covered by this settlement will be increased by Rs.4438/- (Rupees four thousand four hundred thirty eight only) per month with effect from 1st August, 2020.

B. RETIREMENT AGE

It has been agreed to increase the retirement age to 60 years as against earlier 58 years. 

6. It is agreed that the Unions and their Workmen shall increase production and productivity to enable the Management to bear this additional cost arising out of this settlement. They will extend their ready and full support and assistance to the Management in their efforts to increase productivity, to reduce cost and to improve viability of this Durgapur Plant and also agree to implement following requirements with immediate effect for sustainability in global competitive market.

Productivity

- 1 There shall be no restriction with respect die change in old as well as New Extrusion provided die change is started at the beginning of night shift and production continues thereafter.
- 2 Number of batches in New extrusion shall be increased by one batch per shift. 

- 3 There shall be no restriction imposed on the size of stock to be extruded in new or old extrusion provided it is technically feasible.
- 4 As permissible by technical time to time filler stock will be loaded in RH furnaces without increasing changeover time and without increasing manpower.
- 5 Nipple stock / 350 mm die electrodes will be loaded as required by production plan in all RHs in all sections without increasing changeover time and without increasing manpower.
- 6 In tunnel kilns loading shall be strictly as per Annexure-I with added facilities of hydraulic platform in loading and unloading side without increasing manpower.
- 7 In old RH24, 5 pcs of 700 mm dia to be loaded instead of 4 pcs of 700 mm and filler provided cell dimension permit the same.
- 8 In all nipple turning machines number of pcs to be increased by 2 pcs per shift.
- 9 In LWG3 with added facilities of new rectoformer, packed media suction device and modification of furnaces nipple loading will be carried out as per technical feasibility. Loading and filling to be completed within one shift with one crew. Unloading, material cleaning and strapping for next furnace to be completed in one shift with one crew.
- 10 No additional crew will be given over and above present practice. For triple column loading & unloading of 600 & 550 mm only double crew will be given. In 500 mm and below for 4 strand, only double crew will be given. No further increase will be demanded.
- 11 In PI 1,2,3 changes in night shifts will be carried out on time as per technical specs without increasing manpower. In PI-4 maximum number of bundles to be loaded as per space availability on loading car and permitted by go-no-go gauge without any restriction and without any increase in manpower.
- 12 In TMEC line setting change over time to be reduced by one hour across all size change overs.
- 13 Finishing 1 and 2 machines, shift wise production will be increased by 1 pcs per machine in all sizes. This will be done without increasing manpower.
- 14 In nipple machining, machine wise production to be increased as per Annexure-II.
- 15 Nipple prefitting will be increased to 40 pcs per shift in each section depending upon stock availability without increasing manpower.



16. Yard department will feed required no. of pieces in Finishing corresponding to increase in Finishing production mentioned above.
17. Packing will be increased from 14 to 16 pallets per shift irrespective of size and type of packing without increasing manpower.
18. There will not be any increase in manpower in Inspection department working in all departments corresponding to increase in production in all departments.
19. Out sourcing of any maintenance job will be management prerogative as per technical feasibility.
20. Management reserves the right of inter unit transfer of stock at any stage for further processing in order to optimize production, customer's requirement, dispatch priorities, cost reduction and or breakdown of a particular facility in any plant.

Flexibility in operations

21. Absenteeism for working in any section in all departments shall be filled with manpower supported from other section of same department or contract labour.
22. In any department if there is less or no work in any one section then correspondingly workmen will move to the other section as instructed by the Management. Whenever such movement between sections is in normal working time, no overtime will be booked.

Discipline

23. Fork trucks will not run without helpers and all WIP stock stacking to be on runners only
24. All TS and machined stock to be kept on runners only
25. No person should leave plant during duty hours without valid gate pass and after recording in Biometric Face / Finger Reader system. In case it is observed that person leaves gate without proper gate pass then the Management will take disciplinary action as it may deem fit.
26. No workmen should leave work place during duty time.



- 27 Management will have complete discretion in enforcing use of PPEs and to take necessary action against defaulter.

7. GENERAL

- 1 At any point of time during the tenure of this agreement workmen cannot go back from the present practices/clauses agreed as above. Management will reserve the right to go back to Pre- Agreement wages for that particular period for the workmen of that section.
- 2 With the advance in technology management will have discretion to discontinue operations of less efficient facilities by replacing them with more modern and efficient facilities. Manpower of the discontinued sections will be required to move to alternate facility.
- 3 The existing Production Incentive scheme stands to be reviewed primarily because of changes in Product Mix, Technological up-gradation and Modernisation of manufacturing process as per Previous Incentive agreement dt 27.5.2009 clause no 13.

8. DURATION OF THE AGREEMENT :

It is agreed that the terms of this Settlement will come into effect from **01.08.2020** and will be binding on the parties to the settlement for a period of 4 (four) years i.e. upto 31.07.2024 and shall remain in full force even thereafter in conformity with the relevant provisions of the I. D. Act, 1947 and the Rules framed there under. In fourth year double increment will be given as per existing pay scale.



9. ARREAR PAYMENT

50% Arrear payment will be made, after deduction of statutory taxes in the following month from the date of execution of this tri-partite memorandum of settlement. The rest 50% after as per relevant clause mentioned in previous agreement.

10. All other existing practices (as amicably settled in previous agreements) with regards to any matter other than those covered by this settlement shall remain unaltered.

It is further agreed by and between the parties that if any dispute or difference arise in future between the parties over any matter not covered by this settlement, such dispute or difference will be taken up at bi-partite level first without stoppage of work. However, no such demand will be raised which attracts any financial involvement.

11. Industrial peace and harmony will be maintained and all the disputes and/or differences will be resolved in a constitutional manner.

12 This settles the dispute fully and finally. All the demands raised by Unions stand settled through this tripartite settlement, and the demands which are not dealt through this settlement stands withdrawn and cannot be raised putting financial burden on the Company, during the tenure of this tripartite settlement.



Signature of the Management Representatives

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Signature of the Workmen Representatives

For Graphite India Ltd Sramik Sangha,

Reg No 25990, affiliated to INTTUC

- 1) Prabhat Kumar Chatterjee - *Prabhat* 10/2/21
- 2) Sudipta Banerjee *Sudipta Banerjee*
- 3) Sk. Amir *SK Amir*
- 4) Sk. Ramzan *Sk Ramzan*
- 5) Dilip Dhibar *Dilip Dhibar*
- 6) Tapan Das *Tapan Das*
- 7) Ashis Ghosh *Ashis Ghosh*
- 8) Niladri Chakraborty *Niladri Chakraborty*

For Graphite India Sramik Union (Phase-4),

Regd. No - 26142

- 1) Basudeb Khetrpal *Basudeb Khetrpal*
- 2) Tarak Khetrpal *Tarak Khetrpal*

3) Dayamoy Roy *Dayamoy Roy*

For Graphite India Ltd. Mazdoor Union, Regd.
No – 7981, affiliated to CITU

1) Pankaj Roy Sarakar *Pankaj Roy* :

2) Nitya Hari Dutta *Nitya Hari Dutta 21/2/2021*

3) Sk. Matlab Ali *SK. Matlab Ali*

4) Bidyut Saha Roy *Bidyut Saha Roy*

5) Indrajit Roy Choudhury *Indrajit Roy Choudhury*



(Signature)
18/02/2021

(Tirthankar Sengupta)
CONCILIATION OFFICER
&

ADDITIONAL LABOUR COMMISSIONER
GOVERNMENT OF WEST BENGAL

Additional Labour Commissioner
Labour Commissionerate, W.B.

Witness

(Signature)
(Partha Biswas) 10/2/21

Joint Labour Commissioner (P),
Durgapur.

Joint Labour Commissioner (P)
Government of West Bengal

(Signature)

Annexure I

size (dia in mm)	Loading pcs in TK per car		
	No of pcs/layer	No of layer in one car	Total No of pcs loaded in a car
750	750-1, 600-1	2	750-2, 600-2
700	2	3	6
650	2	3	6
600	2	4	8
550	2	4	8
500	2	4	8
450	3	4	12
400	3	4	12
350	3	4	12



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10/12/21

Annexure II

Nipple threading machine						
Size	Tmec Nipple		Sbcnc4		Sbcnc1	
	Existing	Agreed	Existing	Agreed	Existing	Agreed
406X610	20	22	6	07		
375X559	20	22	14	15		
356X559	20	22	14	15		
318X559	20	22	16	17		
318X457	35	38	24	26	16	18
298X457	35	38	24	26	16	18
270X457	35	38	24	26	16	18
270X356	40	43	28	30	27	29
241X356	40	43	28	30	27	29
241X305	40	43	28	30	27	29
222X356	40	43	28	30	27	29
222X305	40	43	28	30	27	29
203X254			34	36	27	29
178X216			38	40		



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Re 10/2/21