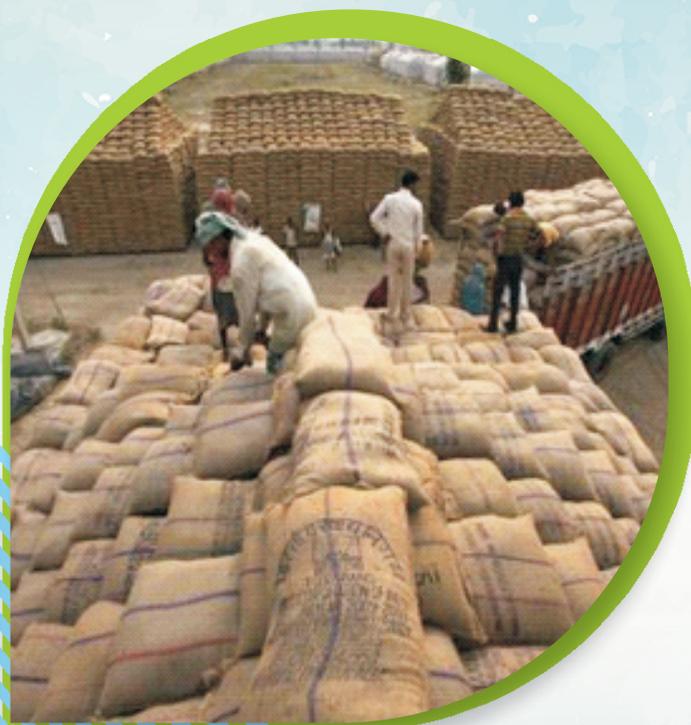


# नियमावली औद्योगिक सम्बन्ध (श्रम) Manual on Industrial Relations - ( Labour )

Volume-2



भारतीय  
खाद्य  
निगम



FOOD  
CORPORATION  
OF INDIA





**INDEX CHAPTER X**

SI No.

# FOOD CORPORATION OF INDIA

Annexure-1

No. IR(L)/4(18)/2013

Dated : 13-05-2014

## CIRCULAR NO. 10/2014

**SUBJECT :** Revision of Wage Structure of FCI Departmental Labour working at Visakhapatnam Port and closed Chennai Port -(Workers of closed port operation of Chennai have been deployed at different depots) and Inland Depots on the basis of settlement arrived at between the Management of Major Ports and representative of Port and Dock workers for revision of wage structure of Port and Dock Workers w.e.f. 01-01-2012 to 31-12-2016.

1. The wage-structure applicable to FCI Departmental workers working at ports, port-city godowns and Inland depots had been adopted and are revised from time to time on the basis of wage-structure applicable to Port and Dock workers. The last wage-structure adopted for FCI departmental workers expired on 31-12-2011 and the wage-revision became due w.e.f. 1-1-2012.

2. In furtherance to the settlement dated 25-10-2013 signed between the Management of Major Ports and representatives of Port and Dock Workers, It has been decided to adopt the provisions of aforesaid settlement in respect of FCI Departmental Labour for the components as detailed below:

### 3. SALE OF PAY

3.1 The revised pay scale corresponding to pay scale applicable to the different category of workers shall be as under :

Sl.No.	Designation	Existing Pay Scales (Rs.)	Revised pay scales w.e.f 1.1.2012 (Rs.)
1.	Sardar / Mukadum	9000 – 21200	15600 – 36800
2.	Mandal / Tindal	8600-19900	14900-34600
3.	Handling Labour / Loader	8300-18600	14400-32300
4.	Ancillary Labour / Godown Mandoor / Modia Stitcher	8100-18200	14100-31600

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3.2 The revised pay scale will be linked to All India Consumer Price Index Number 198 points for industrial workers (Genl.) based on 2001=100 (AICPI series). The revised pay scale corresponding to the existing scale from 01.01.2012 are given in para 3.1. above

### 4. FITMENT OF PAY ON THE 1<sup>ST</sup> JANUARY, 2012 IN THE REVISED PAY SCALE

#### 4.1 Basic pay in the revised pay scale would be fixed as under :

A	B	C	D
Basic Pay as on 31.12.2011 and Special Pay & Stagnation Increment.	Variable D.A. up to AICPI 198 points (Base year 2001=100) on basic pay and dearness pay as on 01.01.2012	10.5 of (A + B)	Aggregate amount A+B+C

As per the Circular no. WR-11-2011-04 dated 3.1.2012 Issued by AGM (EP/WRC) FCI, Hqrs the D.A as on 01-01-2012 was 56.7%

The aggregate amount would be rounded off to next ten rupees and pay fixed in the revised pay scale.

- 4.2. The above fitment formula is not applicable to the workers appointed on or after 01.01.2012 and they will start at the minimum of the corresponding revised pay scale.
- 4.3 If the feeder and promotional posts fall in the same revised pay scale. The worker so promoted would be allowed fixation benefits as per the existing practice.
- 4.4 The pay of the labourers on role of the Corporation as on 31.12.2011 drawing IDA shall be fixed in the revised corresponding to the basic pay drawn in the pre-revised scale of pay i.e. basic pay as on 31.12.2011 as per the statements annexed at Annexure 'A' to 'D'.

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### 5. STAGNATION INCREMENT

Pay scales have been restructured in such a way, that there will not normally be any stagnation. However, if there is stagnation, one stagnation increment will be allowed every two years. In addition, an employee stagnating after the expiry of the period of settlement will be granted stagnation increment every two year subject to adjustment in the next wage settlement.

### 6. RATE OF INCREMENT AND DATE OF NEXT INCREMENT IN THE REVISED PAY SCALE AND FIXATION OF PAY ON PROMOTION

- 6.1 The annual increment will be granted at 3% of the revised basic pay with cumulative effect and the amount so arrived at shall be rounded off to the next Rs. 10/- After the pay of a Worker is fixed in the revised scale of pay, his next increment will be due on the anniversary of the last increment drawn in the existing pay scale. In the case of those whose anniversary date of increment is 1st January, they will be allowed the normal increment of the revised pay scale from 1st January. Where the pay of two or more workers of the same category in the existing scale of pay and in the inter-se seniority gets fixed at the same amount in the revised pay scale and the date of increment of the senior of the two workers falls due after the date of increment of the junior worker, the date of increment of the senior worker will be advanced to coincide with the date of increment of the worker junior to him provided other conditions for advancing the date of increment are fulfilled.
- 6.2 The workers will be permitted to opt for the revised scale with effect from 01.01.2012 or from the date of next increment due before 31-12-2012.
- 6.3 Employees promoted on or after 01.01.2012 will be permitted to exercise fresh option for fixation of pay as per the existing provisions.
- 6.4 If the feeder and promotional posts fall in the same revised pay scale, the employee so promoted would be allowed fixation, benefits by granting two increments as per the existing practice.
- 6.5 On promotion, an employees will be granted one increment equal to 3% of his revised pay and pay fixed in the promoted pay scale by rounding off to next multiple of 10.

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### 7. PERSONAL PAY FOR SMALL FAMILY NORM

In respect of increment granted for small family norms sanctioned prior to 01.01.2012, instructions issued by FCI or Government of India from time to time will apply.

### 8. INDUSTRIAL DEARNESS ALLOWANCE

- 8.1 All India Consumer Price Index Number for Industrial Workers (General) based on 2001=100 (AICPI) series will be used for grant of compensation to the employees for price rise.
- 8.2 I.D.A installment would be released 4 times in a year, with effect from 1<sup>st</sup> January, 1<sup>st</sup> April, 1<sup>st</sup> July and 1st October.
- 8.3 I.D.A. would be paid for increase in AICPI above quarterly index average of 198 to which the pay scales are related.
- 8.4 The percentage increase in the Quarterly average of the AICPI for the quarter ending February, May, August and November over the index 198 would be taken up to two decimal points.
- 8.5 The rate of compensation to the workers over the basic pay at Index average of 198 will also be in whole numbers with fractions carried forward.

#### Foot Note I

Index Average	Payable from
September, October and November	1 <sup>st</sup> January
December, January and February	1 <sup>st</sup> April
March, April and May	1 <sup>st</sup> July
June, July and August	1 <sup>st</sup> October

#### Foot Note II

The Quarterly average of AICPI for the months of September, October and November, 2011 worked out to 198 and from 01-01-2012 is being merged in the basic pay. D.A instalment would be Nil on 01.01.2012.

- 8.6. The percentage of neutralization to employees in different pay ranges would be 100%.
- 8.7 If and when Government announces its decision in respect of the revision of Industrial Dearness allowance scheme, it will be made applicable to the FCI Departmental workers also.
- 8.8 The payment of D.A. involving fractions of 50 paise and above will be rounded off to the next higher rupees and fractions of less than 50 paise will be ignored.
- 8.9 The pay for the purpose of calculation of D.A will be the basic pay drawn in the prescribed scale of pay including stagnation increment but will not include any other type of pay such like special pay, personal pay etc.

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8.10 The D.A. will continue to be a distinct element of remuneration and will not be treated as pay within the ambit of FR 9(21).

8.11. Quarterly IDA Payable w.e.f 01.01.2012

1.1.12	Zero
1.4.12	Zero
1.7.12	3.0
1.10.12	6.7
1.1.13	9.4
1.4.13	11.6
1.7.13	14.1
1.10.13	18.3
1.1.14	21.5
1.4.14	20.2

### 9. HOUSE RENT ALLOWANCE AS CONTAINED IN THIS SETTLEMENT

9.1 The Departmental Workers who is not allowed accommodation will be paid HRA at the following rates without production of rent receipt:

Classification of Citites /Town	From 1.1.2012 to 31.12.2016	Percentage of Actual Basic Pay
“X”		30%
“Y”		20%
“Z”		10%

## FOOD CORPORATION OF INDIA

The existing practice (HRA rates at par with FCI Class IV employees) to give House Rent Allowance (HRA) to Departmental labour at par with the FCI and Government Employees will continue w.e.f. 01.01.2012.

### **10. PORT ALLOWANCE**

The existing rate of Port Allowance being paid to departmental port workers working in Chennai Port and Vishakhapatnam Port @ Rs. 300/- per month and @ Rs. 200/- Per month respectively will be increased by 10% w.e.f.02.01.2012.

### **11. TRANSPORT REIMBURSEMENT**

The existing rate of Transport Reimbursement will be enhanced from Rs. 424 /- per month to Rs. 525/- p.m. (plus applicable D.A. to all Departmental labourers. Existing terms and conditions governing the grant of Transport reimbursement procedure will continue to apply.

### **12. WASHING ALLOWANCE REIMBURSEMENT**

Washing Allowance Reimbursement will be enhanced from Rs. 125/- per month to Rs. 155/- with automatic increase of 25% when Dearness Allowance cost up by 50%. Existing terms and conditions governing the grant of Transport Reimbursement procedure will continue to apply.

### **13. RECOVERIES AND ADJUSTMENT OF LUMP SUM ADVANCE**

13.1 Provident Fund Contribution shall continue to be deducted on revised pay scales as per existing instructions w.e.f. 01.01.2012 in furtherance to the instruction issued from time to time.

13.2 The payment of arrears shall be subject to deduction of Income Tax.

### **14. DATE OF EFFECT AND PERIOD OF OPERATION**

The above wage structure will take effect from 01.01.2012 and will remain operative for period of 5 years from 01.01.2012 to 31.12.2016. However, this wage structure will also continue beyond 31.12.2016 until further orders.

14.1 The other benefits of wage settlement dated 25.10.2013 arrived between the Management of Major Ports and representatives of Port and Dock workers will not be applicable to the above referred FCI Departmental Labour in Ports, Port City godown and Inland Depots.

## FOOD CORPORATION OF INDIA

14.2 While making payment of arrears, written undertaking (copy enclosed as Annexure-II) shall be obtained from each worker that he would abide by the above terms of the revised wage structure.

### 15. SAVING PROVISION

15.1 Wherever the present circular is silent, the existing instructions on wage structure shall be applicable until it is modified by any specific directives.

15.2 All the other allowances and perquisites / benefits not specifically mentioned in this order will continue to be regulated as per existing rules. Excess payments/ wrong payments made in calculating the arrear payment are subject to correction and over payments made, if any, shall be recovered from the arrears due or any amount due including the salary payable in future from departmental workers. The claim relating to LTC (Bharat Darshan)/Travelling expenses upto the date of this circular will be guided by pre-revised scales. The new eligibility norms for aforesaid benefits according to the revised pay structure will be communicated separately.

This issues with the approval of 362nd Board Meeting.

**SD/-**  
**(Dr. C.L. Ram)**  
**General Manager (IR-L)**

## FOOD CORPORATION OF INDIA

### CIRCULATION OF REVISED BASIC PAY

	<b>Existing Pay Scales 8100-13200</b>	<b>Existing Pay Scales 14100-31600</b>
<b>S.No.</b>	<b>Old Stages</b>	<b>66.70%</b>
1	8420	14580
2	8600	14900
3	8770	15190
4	8950	15500
5	9120	15800
6	9300	15110
7	9470	15400
8	9690	15730
9	9910	17160
10	10130	17550
11	10350	17930
12	10570	13310
13	10790	13690
14	11010	19070
15	11230	19450
16	11450	19830

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17	11660	20190
18	11880	20580
19	12100	20960
20	12320	21340
21	12540	21720
22	12760	22100
23	12980	22480
24	13200	22360
25	13420	23240
26	13640	23620
27	13860	24000
28	14080	24390
29	14290	24750
30	14510	25130
31	14730	25510
32	14950	25890
33	15170	26270

The labour will be permitted to opt for revised Scale w.e.f. 1.1.2012 or from the date of next increment due before 31.12.2012.

## FOOD CORPORATION OF INDIA

### CIRCULATION OF REVISED BASIC PAY

	Existing Pay Scales 8300-13600	Existing Pay Scales 14400-32300
S.No.	Old Stages	66.70 %
1	8550	14810
2	8750	15160
3	8950	15300
4	8140	15830
5	8340	16180
6	8560	16560
7	8730	16940
8	10000	17320
9	10220	17700
10	10440	18080
11	10660	18460
12	10880	18840
13	11090	19210
14	11310	19590
15	11530	19970
16	11750	20350

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17	11970	20730
18	12190	21110
19	12410	21490
20	12630	21370
21	12850	22260
22	13070	22640
23	13290	23020
24	13510	23400
25	13730	23730
26	13940	24140
27	14160	24520
28	14380	24900
29	14600	25290
30	14820	25670
31	15040	26050
32	15260	26430
33	15480	26810

The Labour will be permitted to opt for revised Scale w.e.f. 1.1.2012 or from the date of next increment due before 31.12.2012.

## FOOD CORPORATION OF INDIA

### CIRCULATION OF REVISED BASIC PAY

	Existing Pay Scales 3600-19900	Existing Pay Scales 14900-34600
S.No.	Old Stages	66.70%
1	8770	15280
2	8990	15500
3	9210	15910
4	9430	15390
5	9650	15750
6	9870	17750
7	10090	17350
8	10310	17800
9	10520	18200
10	10780	18840
11	11030	19390
12	11280	19600
13	11530	19900
14	11790	20410
15	12040	20650

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16	12290	21300
17	12540	21600
18	12790	22300
19	13050	22600
20	13300	22900
21	13550	23700
22	13800	23800
24	14310	24720
25	14560	25200
26	14310	25550
27	15060	25830
28	15310	26810
29	15570	26350
30	15820	27400
31	16070	27650
32	16320	28050
33	16370	28300

The labour as will be permitted to opt for revised Scale w.e.f. 1.1.2012 or from the date of next increment due before 31.12.2012.

## FOOD CORPORATION OF INDIA

### CIRCULATION OF REVISED BASIC PAY

	Existing Pay Scales 9100-21200	Existing Pay Scales 15600-36800
S.No.	Old Stages	36.70%
1	9120	15900
2	9370	16230
3	9630	16680
4	9880	17110
5	10130	17550
6	10380	17980
7	10630	18410
8	10890	13860
9	11140	19290
10	11390	19730
11	11660	20190
12	11940	20680
13	12210	21150
14	12490	21630

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15	12760	22100
16	13030	22570
17	13310	23050
18	13580	23520
19	13860	24000
20	14130	24470
21	14400	24940
22	14680	25420
24	15230	26380
25	15500	26840
26	15770	27310
27	16050	27800
28	16320	28260
29	16600	28750
30	16870	29220
31	17140	29680
32	17420	30170
33	17690	30640

The labour as will be permitted to opt for revised Scale w.e.f. 1.1.2012 or from the date of next increment due before 31.12.2012.

# FOOD CORPORATION OF INDIA

## ANNEXURE - II

### UNDERTAKING

I, hereby under take that I will abide with the terms of the revised wage structure, any excess payment that may be found to have been made as a result of incorrect fixation of pay or excess payment detected in the light of discrepancies notice subsequently will be refunded by me to the Corporation either by adjustment against future payment due to me or otherwise.

**Signature :** \_\_\_\_\_

**Name :** \_\_\_\_\_

**Designation :** \_\_\_\_\_

## FOOD CORPORATION OF INDIA

Annexure-2

No. IR(L)/4(10)/2008/Vol. III

Dated : 25-11-2013

### CIRCULAR NO. 19/2013

#### **SUBJECT : Revision of Maximum limit for accumulation of privilege leave and sick leave.**

At present department workers are entitled to privilege leave @ 15 days for every six months and the same would be credited on 2nd January and 1st July of every calendar year.

The maximum limit for accumulation of privilege leave was for 120 days which now stands revised to 180 days maximum

Similarly, the departmental workers are entitled to 10 days Sick Leave in a Calendar Year. The accumulation of such sick leave was upto 90 days maximum which now stands revised to 120 days maximum.

This circular will be effective with immediate effect.

This issues with the approval of Hon'ble C&MD

SD/-  
(Dr. C.L. Ram)  
General Manager (IR-L)

## FOOD CORPORATION OF INDIA

Annexure-3

No. IR(L)/31(12)/97 Vol. II

Dated : 26-08-2013

### CIRCULAR NO. 12/2013

**Sub:- Enhancement in the ceiling limit of towel from the existing Rs. 120 /- per towel in respect of Departmental labour working in FCI Godowns.**

As per existing instructions contained in letter No. IR(L)/3(3)/96 dated 09-10-1997, the departmental workers are supplied with towel twice in a calendar year preferably in January and in July every year at a cost of Rs. 120/- piece or the cost of towel is reimbursed to departmental labourers @ Rs. 120- per towel on production of cash memo/bill.

The labour unions have been raising demand for enhancement of ceiling limit of Rs. 120/- per towel. The demand has been examined and it has been decided with the approval of the competent authority that hence forth departmental workers may be supplied with towel at a cost of upto Rs. 138/- (Rupees one Hundred Thirty Eight only) per piece.

The departmental workers will continue to get towel twice in year preferably in January and in July every year. The above orders may be made applicable from the second half of 2013 i.e. from July 2013 onwards wherever towels for this period have not yet been supplied to Departmental workers working in depots / godowns. The old cases where supply of towels is already made for the second half of 2013, need not be re-opened.

The other terms and conditions contained in the above referred letter will remain unchanged.

SD/-

(Dr. C.L. Ram)

General Manager (IR-L)

## FOOD CORPORATION OF INDIA

No. IR(L)/4(6)/81 Vol. IV

Annexure - 4

Dated : 06-01-2014

### CIRCULAR NO. 01/2014

**Sub :- Enhancement of the ceiling limit of Gratuity amount from Rs. 3,50,000 /- to 10,00,000 /- w.e.f. 01.01.2007 in respect of Departmental Workers.**

Attention is invited to this office Circular No. 08/2010 dated 13.07.2010 (issued from file no. IR(L)/4(6) 81-Vol-IV) regarding payment of Gratuity as per the amended provision of Payment of Gratuity Act w.e.f. 24.05.2010.

On persistent demand from Labour Unions for enhancement of ceiling limit to Rs. 10,00,000/- in respect of departmental labour on IDA pay scales w.e.f 01-01-2007 in order to maintain parity with FCI employees as well as Port & Dock Workers (There is parity in payscales of FCI departmental workers with Port & Dock Workers). The proposal was put up to the BOD in its 360th meeting held on 19-12-2013. Board of Directors made deliberations on this demand in pursuance to understanding arrived at with Labour Unions in the meetings held on 29th November, 2nd and 3rd December 2013 and has approved the proposal for enhancement of ceiling limit of Gratuity amount in respect of departmental workers on IDA payscales w.e.f. 01-01-2007 on the same terms and conditions as applicable to FCI employees.

Any amount admissible to the departmental labourer or their legal heir beyond ceiling limit of Rs. 3,50,000 /- for the period from 01.01.2008 to 24.05.2010 shall be subject to income Tax Act / Rules.

This issues with the approval of Competent Authority.

SD/-

(Dr. Rajesh Gulia)

Dy. General Manager (IR-L)

# FOOD CORPORATION OF INDIA

Annexure - 5

No. IR(L)/4(6)/81 Vol. III

Dated : 04-04-2003

## CIRCULAR NO. 06/2003

### Sub :- Payment of Gratuity under payment of Gratuity Act 1972 to the departmental and Direct Payment System labourers.

The labourers working under the departmental and Direct payment system in FCI's depots are being paid gratuity under the provisions of payment of Gratuity Act, 1972 and rules framed there under as per the existing instructions issued from time to time.

It has been reported that field officers are facing difficulties in calculating the gratuity in regard to inclusion of incentive earnings as a component for a calculation of gratuity. Therefore, they have sought clarification whether the period of three months or 90 days preceding the date the date of **termination** in such cases be taken into account in the calculation of incentive wages.

In view of this, it is clarified that in light of the existing instructions; and provisions of section-4 of the payment of Gratuity act, it has been found appropriate that gratuity to the retiring labourers/ legal heirs of the deceased labour is to be paid as per details given as under :

#### 1. Departmental :

##### (a) Handling Labour / Sardar / Mandal.

As per settlement signed with the Labour Union on 24.05.1984, incentive wages to the labourers is to be treated as part of their wages for the purpose of calculation of gratuity amount as per admissibility. Accordingly, the said amount be calculated as per following formula :

<b>Basic Pay + DA</b> + 26	<b>Incentive wages earnings of 90 days immediately preceding the termination of his employment</b> ----- 90	X 15 X	<b>No. of Years of Service</b>
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# FOOD CORPORATION OF INDIA

Annexure - 6

No. IR(L)/4(6)/81 Vol. III

Dated : 10-01-2006

## CIRCULAR NO. 03/2006

### Sub :- FORFEITURE OF GRATUITY WHOLLY OR PARTIALLY

The Executive Director (Vig. / CVO) vide Circular No. 32/2005 issued from File No. Vig.2(1)/03949 Dated 3/7-06-2005 has issued guidelines for forfeiture of gratuity wholly or partially. The Departmental/Direct Payment System (DPS) /No Work No Pay (NWNP) System workers of FCI are covered under the Payment of Gratuity Act 1972. On the basis of above instructions following guidelines may be followed while processing the case of gratuity under the Payment of Gratuity Act. 1972 of categorized labourers mentioned above:-

1. As per Section 4 (6) (a) of Payment of Gratuity Act, 1972, gratuity of the labourers, whose services have been terminated for any act, willful omission or negligence causing any damage or loss to or destruction of property belonging to the employer, shall be forfeited to the extent of the damage or loss so caused.
2. In view of the aforesaid explicit provision termination of service is a condition precedent to forfeiture of gratuity wholly or partially.
3. Penalty of Dismissal, Removal from service and even compulsory retirement also amount to termination of service within the meaning of Section 4(6)(a) of Payment of Gratuity Act, 1972.
4. It is necessary to make specific mention in the penalty order of Discussed or Removal from service or compulsory retirement for forfeiture of gratuity wholly or partially according to the amount of loss ordered to be recovered by the Disciplinary Authority.
5. Where no orders for forfeiting gratuity, wholly or partially have been passed in the penalty order of Dismissal or Removal from service or compulsory retirement, no subsequent orders to this effect can be passed as the same would amount to review of its own order by the Disciplinary Authority which is not permissible.
6. The cases in which a decision has already been taken by the Disciplinary Authority for imposition of the penalty of Dismissal and the requisite orders have been passed without any mention about the forfeiture of gratuity, partially or wholly, in terms of Section 4(6) of the Payment of Gratuity Act, 1972, need not be re-opened.

The above guidelines may be brought to the notice of all concerned for its implementation and submit compliance report.

(ANIL KAPOOR)

Assistant General Manager (IR-L)

# FOOD CORPORATION OF INDIA

Annexure-7

No. E.P. 17(6) / 90  
Food Corporation of India  
Headquarters, New Delhi,

Dated 26th April, 2011

(Circular No. EP -24-2011-13)

**Subject: Enhancement of the amount of Festival Advance for unionized Staff, Departmental Labour and Category II Officers.**

Attention is invited to Circular No. EP 24-2003-07 dated 03-06-2003 on the subject cited above.

1. The matter has been reviewed on the demand of staff bodies and it has been decided with the approval of the Board of Directors to enhance the existing amount of Festival Advance for unionized Staff, Departmental Labour and Category II Officers as under :-

Category	Existing amount	Revised amount
Unionized Category III & IV employees including Departmental Labour.	Rs. 1500 /-	Rs. 10,000/-
Managers & Equivalent (Category-II)	Rs. 1800/-	Rs. 12,000/-

2. **Eligibility Conditions :**

- The amount of Festival Advance is admissible once in a calendar year.
- The amount of Festival advance will be free of Interest.
- The advance will be recovered in ten equal monthly installments.
- Earlier advance, if any, should have been recovered in full before sanction of new advance.

3. The orders will come into force from the date of issue of this Circular.

(Authority: 334th (Urgent) - BOD Meeting held on 04.04.2011)

SD/-

(Mukesh Dwivedi)  
Assistant General Manager (EP)

## FOOD CORPORATION OF INDIA

Annexure-8

No. IR(L)/ 4(10)/2008-Vol.-II

Dated : 24-09-2012

(Circular No. 16/2012)

**Subject : Eligibility Criteria for grant of Conveyance Advance to Departmental Workers for purchase of Moped / Scooter / Motor Cycle.**

Attention is invited to this office Circular No. 03/2001 dated 03-04-2001 issued from file No. IR(L)3(2)/2001.

2. The pay scales of the departmental workers have since been revised w.e.f. 01.01.2007 vide Hqrs Circulars No. 05/2010 and 06/2010 both dated 24-05-2010. At present, the departmental workers are entitled for grant of Conveyance Advance for purchase of Moped on the basis Pay of Rs. 4960 /- and above and for scooter / motor-cycle on the basic pay of Rs. 5720/- and above.

3. Consequent upon revision of Pay Scales w.e.f. 01.01.2007, the eligibility criteria for purchase of Moped / scooter / Motor-cycle stands revised to Rs. 10,880/- and Rs. 12,540/- which are corresponding stages of Rs. 4960 /- and Rs. 5720 /- respectively.

4. The quantum of Advance for the purchase of Moped / Scooter / Motor-cycle to departmental workers may be regulated on the basis of instructions issued in respect of Staff from time to time.

5. The other terms and conditions governing grant of Conveyance Advance, recoveries, rates of Interest etc., issued from time to time, shall remain the same as applicable for employees.

SD/-

(S.K. Swain)

Dy. General Manager (IR-L)

# FOOD CORPORATION OF INDIA

Annexure-9

No. EP.32 (4)/97

FOOD CORPORATION OF INDIA

HEADQUARTERS

Dated 26th April, 2011

(Circular No. EP - 24-2011-14)

**Subject : Award of Memento to the Corporation's retiring employees and departmental labourers - A Souvenir in recognition of lifetime service offered by the employee - Enhancement of monetary ceiling thereon.**

Attention is invited to Headquarters Circular No. EP. 24-2007-15 dated 20-06-2007 enhancing the ceiling of monetary value of Memento to Rs. 3000/- given to the retiring / voluntarily retired employees, departmental labourers including Deputationists on their repatriation to the parent department.

2. The matter has been reviewed on the demand of staff bodies and it has been decided with the approval of the Board of Directors to enhance the existing ceiling of monetary value of the Memento from Rs. 3000/- to Rs. 5000/-

3. It is reiterated that the Memento is also allowed to employees who are 'relieved' due to pendency of disciplinary proceedings (minor penalty proceedings only) but not to employees who resign or are dismissed/ removed as a result of disciplinary action or against whom major penalty disciplinary proceedings are pending.

4. Other terms and conditions governing the Scheme shall remain unchanged.

5. These instructions will come into force from the date of issue of this Circular.

(Authority : 334<sup>th</sup> (Urgent) meeting of the Board of Directors held on 4<sup>th</sup> April, 2011).

SD/-

(Mukesh Dwivedi)  
Assistant General Manager (EP)

# FOOD CORPORATION OF INDIA

**Annexure-10**

**No.(10)/2001/Vol.II**

**Dated : 04-06.04.2011**

**(Circular No. 02/2011)**

**Subject : Revision of rates for Lunch Subsidy in respect of the Departmental Labour working in Ports / Port City/Inland Godowns.**

At present, the Departmental workers working in Ports/Port City/Inland godowns of FCI, are being paid lunch subsidy @ 120/- per month. It has been decided that the present amount of Lunch Subsidy of Rs. 120 per month may be revised as Rs. 200/- (Rupees Two Hundred) per month with immediate effect.

2. As per the existing instructions conveyed vide Headquarter's letter no. IR(L)/4(3) /92 dated 21-07-1992, the Lunch Subsidy shall be paid for the days of attendance, weekly days of rest with wages, National Holidays, paid closed, holidays and Attendance Allowance days. For calculating the rate of Lunch Subsidy, the amount of Rs. 200/- shall be divided by 30 in all cases.

3. The Lunch subsidy will not count for any purpose including encashment of earned leave.

4. The amount of lunch subsidy would increase by 25% every time dearness allowance on the revised pay structure goes upto 50%

(Authority : Resolution passed by the Board of Directors in its 333<sup>rd</sup> Meeting held on 15.03.2011.

**SD/-**

**(S.K. Swain)**

**Dy. General Manager (IR-L)**

# FOOD CORPORATION OF INDIA

Annexure-11

No.(10)/2008/Vol.II

Dated : 30-03-2011

(Circular No. 03/2011)

**Subject: Dusting Operator Allowance to the Ancillary Labourers / Godowns Mazdoors working in various godowns/ depots under Departmental System.**

Attention is invited to Circular No. 12/1999 dated 26-07-1999 (issued from File No. IR(L)/3(4) 96/Vol-III). The Departmental Ancillary Labourers/Godowns Mazdoors working in various godowns/depots are paid Dusting Operators Allowance at the rate of 1/30th per day of the monthly Dusting Operator Allowance as applicable to the Class IV employees and as revised from time to time (which was Rs. 125/- per month presently) only for the days on which they have actually performed duties relating to fumigation, spraying etc. strictly in accordance with the records/documents in FCI as certified by Manager (QC)/ Technical Assistant concerned.

2. Henceforth Departmental Ancillary Labourers working in godowns / depots may be paid Dusting Operators Allowance at the rate of 1/30th per day of Rs. 250/- only for the days on which they have actually performed duties relating to fumigation, spraying etc. from the date of issue of this order.

3. The amount of Dusting Operators Allowance would increase by 25% every time dearness allowance on the revised pay structure goes upto 50%.

4. The other existing terms and conditions for payment of Dusting Operators Allowances to Ancillary Labour / Godown Mazdoors shall remain unchanged.

(Authority : Resolution passed by Board of Directors in its 3333<sup>rd</sup> Meeting held on 15.03.2011)

SD/-

(S.K. Swain)

Dy. General Manager (IR-L)

## FOOD CORPORATION OF INDIA

Annexure-12

No.4(10)/2008/Vol.II

Dated : 04/06-04-2011

(Circular No. 04/2011)

**Subject : Reimbursement of medical expenses at a Flat rate for outdoor treatment to the Departmental workers working in Ports/ Port City/ Inland godowns of FCI.**

The Departmental workers of FCI in the regular time scale of pay are allowed reimbursement of medical expenses at a flat rate of Rs. 750/- per quarter per worker in terms of Headquarters circular No. 10/2002 dated 26/30-04-2002 and Circular No. 8/2002 dated (03-10-2002) and Circular No. 19/2002 dated 04-10-2002.

2. It has now been decided that the Departmental Workers working in the regular pay scales will be entitled to medical reimbursement for outdoor medical treatment at the rate of Rs. 1500/- (Rupees One Thousand Five Hundred only) per quarter per worker after furnishing self certificate prescribed for the purpose. The revised rate of Rs. 1500/- per quarter per worker will be effective from 01-12-2008.

3. The amount of fixed medical reimbursement would increase by 25% every time dearness allowance on the revised pay structure goes upto 50%.

4. The other terms and conditions for reimbursement of medical expenses for outdoor treatment shall remain unchanged.

(Authority : Resolution passed by Board of Directors in its 333rd Meeting held on 15-03-2011).

SD/-

(S.K. Swain)

Dy. General Manager (IR-L)

## FOOD CORPORATION OF INDIA

Annexure-13

No.IR(L)/1(5)/2005

Dated : 01-08-2008

(Circular No. 07/2008)

**SUBJECT : RE-OPENING OF MEMBERSHIP OF MEDICAL HEALTH SCHEME FOR RETIRED DEPARTMENTAL WORKERS OF FCI**

It may be brought to the notice of all the Departmental workers by displaying on the notice board of each of the depots functioning under Departmental Labour System that Circular No. EP-12-2008-13 dated 26-05-2008 issued from File No. EP. 43(5)/2007 of the Hqrs EP Section is also applicable to all Departmental workers of the Corporation (copy enclosed).

2. The membership of the Scheme is accordingly re-opened with effect from 26-05-2008 (The date of issue of Circular No. EP-12-2008-13) dated 26.05.2008 issued from File No. EP.43(5)/2007 of the Hqrs' EP Section) to the retired departmental workers and surviving spouses, and will remain open for a period of six months there-from, subject to the condition that the new optees shall have to pay an amount of Rs. 11,000/- or an amount equivalent to one month's Basic Pay + DA + DP, if any, drawn at the time of superannuation / death of the departmental worker whichever is higher, as a one-time subscription.

3. The decision to open the membership of the Scheme should be given wide publicity at all levels. Each office upto the level of District Office is made responsible for sending the intimation about the opening of the Scheme to all the retired departmental workers, spouses of the deceased departmental workers whose address are available in their records.

4. As the Scheme has been thrown open for membership for the last time, and will not be opened again, all the administrative authorities are advised to nominate an official , who will be responsible to ensure that the intimation has been given to each retired departmental worker and spouses of the deceased departmental workers at their last given address .

Encl : As stated above.

SD/-

(R.K. Chaturveid)  
General Manager (IR-L)

## FOOD CORPORATION OF INDIA

No.EP.43(5)/2007

Dated : 26-05-2008

(Circular No. EP-12-2008-13)

**Subject :- Re-opening of membership of Medical Health Scheme for retired employees / departmental workers of the Corporation.**

Attention is invited to Headquarters Circular No. EP.12-2006-25 dated 26-10-2006 modifying the existing Medical Health Scheme for retirees of the Corporation, in terms of quantum of reimbursement and opening of its membership for a period of six months with payment of enhanced contribution.

2. The retired employees as well as Staff Unions / FCI Retired Workers Association etc. have been representing that the scheme should be reopened, for another period of six months, to offer last chance to those retired employees/departmental workers who could not become member earlier for various reasons. The demand has been examined by the Standing Committee Constituted for this purpose and the competent authority has approved the recommendations of Standing Committee

3. The membership of the Scheme is accordingly re-opened with effect from the date of issue of this circular to the retired employees/departmental workers and the surviving spouses, and will remain open for a period of six months therefrom, subject to the condition that the new optees shall have to pay an amount of Rs. 11,000/- or an amount equivalent to one month's Basic Pay + DA+DP if any, drawn at the time of superannuation / death of the employee/worker which ever is higher, as a one-time subscription.

4. The decision to open the membership of the scheme should be given wide publicity at all levels. Each office upto the level of Distt. Office is made responsible for sending the intimation about the opening of the Scheme to all the retired employees / departmental workers, spouses of the deceased employees/departmental workers whose addresses are available in their records.

# FOOD CORPORATION OF INDIA

Annexure-14

No.EP.43(3)/92 Vol-II pt

Food Corporation of India

Headquarters

16-20, Barakhamba Lane, New Delhi

Dated : 28-06-2012

(Circular No. EP-12-2012-13)

**Subject :- Modification in the existing Medical Health Scheme for retired employees / departmental workers of the corporation.**

Attention is invited to Headquarter Circular No. 48 of 1999 dated 16-02-1999 (Issued from File No. E.P. 43(1)/90-Vol.III) Introducing self-contributory Medical Health Scheme for the retirees of the Corporation wherein the contribution is made by the serving employees subject to deposit of one month Basic Pay plus DA as on the date of their retirement. The Corporation has no liability to make any contribution to the existing scheme even if it goes in deficit. The benefits under the Scheme have been enhanced from time to time but it continues to be a self funded Scheme.

2. A number of representations have been received from the retired employees and the Staff Unions have also been constantly demanding for modifications in the existing Scheme to enhance the benefits available thereunder.

3. The matter has been examined in detail and financial projections have been carried out with different assumptions as directed by the Board from time to time. Consequently, the benefits under the scheme are hereby enhanced with immediate effect as indicated below, bearing in mind the sustainability of the scheme and interests of the retired/retiring employees:

(a) The ceiling on annual reimbursement for IPD and OPD shall be separate as indicated below :

(a) IPD: Rs. 1,00,000/-

(b) OPD: Rs. 12,000/-

**Total Rs. 1,12,000/-**

(b) If no re-imburement is taken by the beneficiary for IPD treatment, an amount of Rs. 50,000/- would be carried forward to the next year. Re-imburement taken for OPD treatment is not to be taken into account for deciding the carry forward amount.

## FOOD CORPORATION OF INDIA

(c) The list of specified prolonged diseases for OPD treatment shall include six more diseases (viii to xiii). The new list of 13 prolonged diseases is given as under :

- (i) Heart ailments and FUC Hypertension
- (ii) Diabetes mellitus
- (iii) Paralysis / Cerebrovascular attack
- (iv) FUC Thyroid disorder
- (v) Kidney disorders
- (vi) Bronchial Asthma
- (vii) Cancer / Malignant Tumors
- (viii) Haemolytic Disorder
- (ix) Tuberculosis
- (x) Rheumatoid Arthritis & (OA) Osteo Arthritis
- (xi) Osteoporosis
- (xii) Thalassemia
- (xiii) Chronic Liver Disease

4. As the existing scheme is self-contributory and the benefits can be availed by retired employees subject to availability of funds, it is essential to ensure that the scheme is properly administered and suitable action is taken against those who lodge or facilitates false medical claims. However, the following measures are further specified for better administration and internal Control of the scheme :

- (a) The membership of the concerned person shall be terminated without any refund of contribution in case his claim is found to be false. There shall be no time limit for verification of bills.
- (b) The Corporation shall have the right to blacklist any hospital/nursing home or other establishment or medical practitioner, if such establishment or medical practitioner is found to have facilitated the lodging of false claims. The details of such blacklisted establishment or medical practitioner will also be made available to all other units of the Corporation and may also be published on the website. No bills issued by such blacklisted establishment or medical practitioner will be considered for reimbursement to any member, after such blacklisting
- (c) Where a member lodges hospitalization claims for Rs. 50,000 or more for three or more consecutive years, such claims, from fourth year onwards, shall be concurred by a Medical Officer of the Corporation. Where no Medical Officer is posted in the concerned unit, the claim should be forwarded to the next higher office of FCI having medical officer. Similarly when a member lodges hospitalization claims for six consecutive years, from 6th year onwards such claims shall be concurred by Medical Officer irrespective of the amount of claim. Such restrictions shall not be applicable to OPD claims for prolonged diseases.

## FOOD CORPORATION OF INDIA

(d) While processing the claim, the concerned Drawing and Disbursing Officer will certify that the claim has been passed as per the rates applicable and also indicate the cumulative claim for OPD and / or IPD passed in that financial year in respect of that member.

(e) Treatment for any medical condition that can normally be treated in OPD should not be reimbursed as part of IPD. In case of any dispute in this regard, the decision of FCI Medical Officer shall be final.

(f) Since it is a self-contributory Scheme, no authority shall have power to grant re-imburement beyond the amount admissible under the scheme.

5. The following modifications have been approved by the Board in the matter of Fund Management :

(i) Amount disbursed for IPD and OPD, shall be separately accounted for.

(ii) The present practice of allowing interest to the fund at the rates applicable for CPF shall be discontinued. The interest shall be allowed to the fund at the average effective annualised Cash Credit rate on the average of the opening and closing balance (before interest) of the fund. The same shall be credited to the fund at the closure of the financial year. This provision shall be effective from FY 2012-13 i.e 01st April, 2012.

6. The Board has also decided not to give additional option for membership of the existing Scheme as the scheme had been opened for membership on three different occasions in the past with the last option given vide Circular dated 26-05-2008 specifically providing that the Scheme would not be opened again.

(**Authority** : Item No. 63/347th Meeting of the Board of Directors held on 12-06-2012)

Sd/ -

(**R.K. Chaturvedi**)

**General Manager (P & IR)**

## FOOD CORPORATION OF INDIA

**Annexure 15**

**No.IR(L)/4(40)/2008/Vol.III**

**Dated :13.04.2012**

### **Circular No.02/2012**

**Sub:** Reimbursement Scheme of LTC (Bharat Darshan) to the departmental workers- enhancement of the ceiling of pay for the purpose of LTC (Bharat Darshan).

The wage structure applicable to the FCI Departmental workers has been revised w.e.f. 01.01.2007 on the basis of the wage structure applicable to port and dock workers vide Hqrs. Circular No. 05/2010 and No. 6/2010 both dated 24.05.2010 issued from file of even number. It has been indicated therein that the new eligibility norm for the aforesaid LTC (Bharat Darshan) according to the revised pay structure will be communicated separately.

Consequent upon revision of pay scales of departmental workers, it has been decided that the existing minimum ceiling pay above Rs. 5120/- per month for the purpose of entitlement of 1st class / AC-III tier Rail fare for LTC (Bharat Darshan) is enhanced to the corresponding pay of Rs. 11,230/- (Rupees eleven thousand two hundred thirty only) per month in the revised scales of pay (w.e.f. 01.01.2007) in respect of departmental workers of FCI.

The above revised ceiling of Rs. 11,230/- shall be effective with immediate effect. The cases of those departmental workers who have already availed LTC (Bharat Darshan) facility on the basis of their pre-revised ceiling shall not be reopened. The other terms and conditions for reimbursement of LTC (Bharat Darshan) shall remain unchanged.

**(S.K. SWAIN)**

**DY. GENERAL MANAGER(IR-L)**

## FOOD CORPORATION OF INDIA

No.IR(L)/4(8)(95)-Vol-II

Annexure-16  
Dated : 01-06-2012

(CIRCULAR NO. 4 OF 2012)

**Subject : Amendment in the FCI Group insurance Scheme, 1980 for the employees of the Corporation -in lieu of EDLI, 1976 and switchover to EDLI Scheme, 1976 (EPF & MP Act, 1952).**

Attention is invited to EP Division's Circular No. EP-24-2012-02 dated 06-03-2012 issued from file no. EP-42 (1)/94 (copy enclosed) wherein the approval of Competent authority has been communicated to

- (i) Enhance the present ceiling limit of the insurance cover under FCI Group Insurance Scheme from Rs. 1,02,000/- (One lakh two thousand) to Rs. 1,30,000/- (One lakh thirty thousand) w.e.f. 08-01-2011 and
- (ii) To replace the FCI's Group Insurance Scheme, 1980 by EDLI Scheme operated by Employees provident Fund Organization (EPFO) under the EPF & MP Act. 1952.

2. The above provisions of Circular No. EP-24-2012-02 dated 06-03-2012 shall also be applicable to the Departmental Labour of FCI and other categories of labourers viz. Piece-rate ('B' Category) System and DPS workers who are governed by the FCI, CPF regulations, 1967 in terms of various agreements signed between FCI Management and Labour Unions.

3. In case of all the above categories of labourers governed by FCI (CPF) Regulation, 1967 who die on or after 01-03-2012, the payment under EDLI scheme shall be disbursed by the Employees Provident Fund Organization (EPFO) as per the provisions of EDLI Scheme, 1976 amended from time to time. All offices shall accordingly be required to send Form no. 5(IF) as enclosed, duly filled in all respect to the respective Zonal Offices who shall be responsible for submitting the forms of the claimants with EPFO and depositing the requisite fee (inspection charges, Insurance Contribution, administrative charges).

4. Suitable instructions may be issued to all concerned for strict compliance of the above clarification / instructions.

(S.K. Swain)  
Dy. General Manager (IR-L)

# FOOD CORPORATION OF INDIA

Annexure-17

**F.No. EP17(2)/2010 /Pt.  
Food Corporation of India  
16-20, Barakh0061mba Lane  
Headquarters  
New Delhi.**

**Dated the 25th October, 2012**

**(Circular No. EP-24-2012-25)**

**Subject : Modification in Benevolent Fund cum Welfare Scheme and Introduction of Employee funded Contributory Social Security Scheme**

Attention is invited to Headquarters Circular No. 3 of 1997 dated 6.2.1997, Circular No. 29 of 1997 dated 1.10.1997, Circular No. 25 of 1998 dated 24.6.1998, Circular No. 51 of 1998 dated 21.12.1998, Circular No. 7 of 2000 dated 18.1.2000, Circular No. EP-24-2003-26 dated 28-11-2003, Circular No. EP-24-2005-33 dated 18.10.2005 relating to Employees Benevolent Fund cum Welfare Scheme.

2. The matter regarding modifications in Benevolent Fund cum Welfare Scheme and other decision has been considered. Accordingly, it has been decided to:

(A) Introduce Modifications in the Employees' Benevolent fund cum Welfare Scheme :

i. Membership (Applicability) : Staff and Labour (as existing)

ii. Contribution : The contribution by the members shall increase from existing Rs. 10/- per month to Rs. 30/- per month.

iii. Grant :

(a) The amount of grant in case of death is revised to Rs. 65,000 in place of existing Rs. 30,000. As in the existing scheme, Rs. 15,000 of the total grant amount will be borne by the Corporation while Rs. 50,000 will be charged to the fund.

(b) In case of premature retirement on medical grounds or due to permanent disability, a grant of Rs. 2,50,000 will be provided in each case in place of existing Rs. 30,000. The entire amount may be charged to the fund while there shall be no contribution by the Corporation.

iv. **Advance**

(a) The quantum of advance for specified purposes is revised to 25% of Basic Pay for each month of service left or Rs. 1.50 Lakhs, whichever is lower. A member may also be allowed to apply for an amount lower than his maximum entitlement, subject to a minimum of Rs. 25,000.

(b) Refundable Advance to members of the Benevolent Fund Scheme shall also be extended for marriage of self in addition to the purposes already defined under the existing scheme.

(c) The principal amount due shall be recoverable from monthly salary in a maximum of 75 installments. An annual interest rate equal to CPF rate shall be payable on monthly reducing balance. The interest accrued during a month shall be payable at the end of the month. The revised methodology of recovery of advance and charging of interest on advance shall be applicable for all new advances given w.e.f. 1st October, 2012 onwards.

## FOOD CORPORATION OF INDIA

(d) Any employee who avails of such advance may not be entitled to apply for another advance under this Scheme during repayment period and for a further period of 3 years from the payment of last installment.

(e) An employee would become eligible for advance upon completion of 3 years in service, instead of 5 years at present.

V. Fund management: The fund would be invested in the Corporation and the interest would be allowed at the average annualized Cash Credit rate on the average of opening and closing balance of the fund instead of opening balance as at present. This provision shall be effective from the financial year 2012-13.

### **(B) Introduce Employee funded Contributory Social Security Scheme :**

(i) Background : Despite the enhancement of benefits in the Benevolent Fund cum welfare Scheme, it has been felt that the benefits are still not sufficient to cover for the loss of life or liabilities accruing as a result of premature retirement due to sickness /permanent disability. Thus, in order to supplement the benefits available under Benevolent Fund Scheme and provide a higher overage in case of such exigencies, it has been decided to introduce Contributory Social Security Scheme for the employees, which shall be purely funded by the employees with no additional liability on the Corporation.

#### **(ii) The Salient Features of the Scheme shall be as under :**

(a) Membership : All the Executives and Staff who are enrolled as members of the Benevolent Fund cum Welfare Scheme (except labour) shall automatically be the members of the Scheme and shall have to contribute towards it.

(b) Contribution : The members of the Scheme are liable to contribute an amount of Rs. 70 per month in addition to the Rs. 30 per month collected towards the regular Benevolent Fund Scheme. To contribution shall be collected from the labourers.

(c) No contribution by FCI : This scheme shall be a purely employee-funded self-sustaining scheme and no contribution or grant from the Corporation side would be paid under this scheme.

(d) Amount of Grant : Grant amount as indicated in Table A would be allowed to the family of the deceased, as per the nomination available for CPF, in case of death of the member while in service and directly to the member in case of his Premature Retirement a medical grounds or due to permanent disability, directly from this fund based at their age profile.

**Table - A**

<b>Age Bracket</b>	<b>Age Bracket Description</b>	<b>Grant (Rs.)</b>
18-30	Upto the age of 30 years (1 <sup>st</sup> day included)	5,00,000
31-46	Any day above 30 years and upto 45 years	4,50,000
46-51	Any day above 45 years and upto 50 years	3,25,000
51-55	Any day above 50 years and upto 55 years	30,000
56-60	Any day above 55 years and upto 60 years	20,000

## FOOD CORPORATION OF INDIA

(e) Separate Fund : To meet this objective and remark the funds for this scheme, a separate Contributory Social Security Fund shall be created to provide benefits under the scheme.

(f) Interest Rates. The fund would be invested in the Corporation and fund would be allowed interest at the average annualized cash Credit rate on the average of opening and closing balance of the fund. This provision shall be effective from the Financial Year in which the Scheme is approved.

**(g) Assessment availability and Review :**

Initially, during the first year of the Scheme, only 75% of the eligible grant shall be released in each case. An assessment of the sustainability of the scheme shall be done after the year based on existing contribution rates and decision shall be taken accordingly with regard to release 100% of the eligible amount, enhancement of the contribution etc. The fund position shall be reviewed regularly to ensure continuity of the fund and in order to ensure adequacy of the fund, monthly contribution may be revised if required.

- All FCI units upto district level shall be required to prepare a roster of deaths during the financial year and furnish a report of number of deaths in the respective age bracket (As given under para 2.1 (ii) d. Table A above) during the previous financial year for their unit. The consolidated report should be submitted by respective ED Zones to GM (P & IR) by 30th June every year so as to allow the headquarters to take a view to modify the benefits/ contribution rates accordingly. For the FY 2012-13 data w.e.f. 1st October, 2012 shall be maintained.

h. Procedure : The administrative procedure as applicable in case of Benevolent Fund shall be applicable for this scheme also.

i. Future Scope : Initially, the Scheme shall be strictly applicable for the employees who are also members of the Benevolent Fund cum Welfare Scheme. However, subsequently IR-L Division of Hqrs. may examine the possibility of giving an offer to the labour unions to consider extension of the scheme to labour also.

(C) Common Provisions applicable to both Benevolent Fund cum Welfare Scheme and Contributory Social Security Scheme shall be as follows :

(i) Fund Information Publication : The details of both the funds (Benevolent Fund and Contributory Social Security Scheme) shall be indicated as an annexure/appendix in the Annual Report of the Corporation indicating the member contribution, Corporation contribution, interest, grants paid and advances given and recovered.

(ii) Periodical Review of Scheme : The Schemes shall be reviewed every 2 years and an upward/downward revision in benefits and contribution rates shall be considered based on the fund position and other factors.

(iii) Effective date of Applicability: of modifications in Benevolent Fund cum welfare scheme and Introduction of Contributory Social Security Scheme shall be 1st October, 2012. In case if contribution for October, 2012 is not possible to be deducted from salary of October, 2012, the same may be deducted from the salary of November, 2012.

**(Authority : Item No. 123/39th Meeting of the Board of Directors held on 27-09-2012)**

Sd /-

**(Sandeep Kumar Sharma)  
Deputy General manager (EP)**

## FOOD CORPORATION OF INDIA

No.IR(L)/4(8)(95)-Vol-II

Dated : 10-06-2011

(CIRCULAR NO. 9/2011)

**Subject : Amendment in the FCI-Group Insurance Scheme introduced during 1980 for the employees of the Corporation.**

Attention is invited to Circular No. EP-24-2010-35 issued under No. EP-42(1)/94 dated 20-12-2010 (copy enclosed) wherein the approval of the competent authority has been communicated to enhance the present limit of the insurance cover under FCI Group Insurance Scheme from Rs. 60,500 (Sixty Thousand Five Hundred) to Rs. 1,02,000/- (One Lakh Two Thousand) for all the regular employees including the Department Labour of the Corporation who are governed by the FCI CPF Regulation 1967 irrespective of the average balance available in their CPF account. The amendment in the FCI Group Insurance Scheme shall be deemed to have come into force w.e.f. 18-06-2010.

The other categories of labourers viz. (Piece-rate ("B" Category) system), DPS workers are also governed by the FCI, CPF regulation 1967 in terms of various agreements signed between FCI Management and Union. It is clarified that these categories of workers who are governed by the FCI CPF Regulation, 1967 will also be covered and entitled to the enhanced limit of Insurance cover from Rs. 60,500 (Sixty Thousand Five Hundred) to Rs. 1,02,000 / (One Lakh Two Thousand) w.e.f. 18-06-2010 or from the date of actual entitlement for admission to CPF Scheme of FCI whichever is later.

Suitable instructions may be issued to the all concerned for strict compliance of the above clarification / instructions.

SD/-

(S.K. Swain)

Dy. General Manager (IR-L)

# FOOD CORPORATION OF INDIA

Annexure-18

No. IR(L)/4(10)/2008-Vol-II

Dated : 11-08-2011

## CIRCULAR NO. 12/2011

**Subject : Revision of transfer Benefits / Packing Allowance for Departmental workers working in Inland godowns of FCI.**

Attention is invited to this office Circular No. 1 of 2005 dated 7-02-2005 (File No. IR(L)/4(15)/94-Vol-III) vide which transfer Benefits/packing allowance were granted to the departmental labour @ 1900/- per worker plus rail/road fare as per entitlement w.e.f. 7.2.2005

Consequent upon revision of rates of transfer grant/packing allowance of the Category III and IV, it has been decided to revise the rates of the fixed transfer grant and packing allowance in respect of the departmental labour given as under :

- (i) Rs. 3800/- per worker for transfer within the region.
- (ii) 90% one month basic pay for transfer outside region.

Transfer / packing allowance which was hitherto payable @ 1900/- per worker + rail fare as per their entitlement hence forth shall be revised from the date of issue of this Order. The allowance would increase by 25% every time the dearness allowance on the revised pay structure goes up by 50%.

Other terms and conditions remains the same laid in Circular 1 of 2005 dated 7-02-2005 will remain unchanged.

SD/-

(T.Jayakumar)

General Manager (IR-L)

# FOOD CORPORATION OF INDIA

Annexure-19

No. IR(L)/4(10)/2008 -Vol II/678

Dated : 11-08-2011

## CIRCULAR NO. 13/2011

**Subject: Enhancement of Children Education Allowance for Departmental Workers working in ports / port city / inland godown.**

The departmental workers have been extended revised rates of Children Education Allowance, reimbursement of tuition fee etc., at par with the Class IV employees vide Circular 1 of 2002 dated 5.2.2002 and subsequent instructions as contained in other Circular No. 19/2003 dated 6.11.2003 (file no. IR(L)/8(1)/91-Vol-III) w.e.f. 1.6.2003. The Children Education Allowance for Category III and IV has been revised w.e.f. 1.12.2008, consequently it has been decided to revise the Children Education Allowance to Rs. 12000/- per annum which will be regulated as per the conditions applicable to Central Govt. Employees. As per the Govt. instructions the Children Education Allowance will be regulated according to following terms and conditions:

- (a) Children Education Allowance and Reimbursement of Tuition Fee which were hitherto payable separately will be merged and will henceforth be known as 'Children Education Allowance Scheme'.
- (b) Under the Scheme of Children Education Allowance reimbursement can be availed by Departmental Workers Servants up to a maximum of 2 children.
- (c) Reimbursement as indicated above will be applicable for expenditure on the education of school going children only i.e., for children from classes nursery to twelfth, including classes eleventh and twelfth held by junior colleges or schools affiliated to Universities or Boards of Education.
- (d) Henceforth, the reimbursement of Children Education Allowance shall have no nexus with the performance of the child in his class. In other words, even if a child fails in a particular class, the reimbursement of Children Education Allowance shall not be stopped.
- (e) Reimbursement for the following items can be claimed under this Scheme Tuition Fee, admission fee laboratory fee, special fee charged for agriculture, electronics, music or any other subject, Fee charged for practical work under the programme of work experience, fee paid for the use of any aid or appliance by .
- (f) The child, library fee, games / sports fee and fee for extra-curricular activities. They also includes reimbursement for purchase of one set of text books and notebook two sets of uniforms and one set of school shoes which can be claimed for a child in a year.
- (g) The annual ceiling fixed for reimbursement of Children Education allowance Rs. 12,000.
- (h) Under this scheme, reimbursement can be claimed once every quarter. The amount that can be claimed in a quarter could be more than Rs. 3000. And another quarter less than Rs. 3000, subject to the annual ceiling of Rs. 12,000 per child being maintained.
- (i) In case both the spouse are Government Servant, only one of them can avail reimbursement under Children Education Allowance.
- (j) Hostel subsidy will be reimbursed up to the maximum limit of Rs. 3000 per month per child subject to a maximum of 2 children. However, both hostel subsidy and Children Education Allowance cannot be availed concurrently.
- (k) The above limits would be automatically raised by 25% every time the Dearness Allowance on the revised pay structure goes up by 50%. This scheme is effective from 1-12-2008.

Sd/-

(T. Jayakumar)

General Manager (IR-L)

# FOOD CORPORATION OF INDIA

Annexure-20

No. IR(L)/4(10)/2008/Vol.II/Pt file/86

Dated : 17-01-2014 / 04.02.2014

## CIRCULAR NO. 03/2014

**Subject : Option to avail Children Education Allowance or Hostel Subsidy to the Departmental Workers.**

Attention is invited to this office Circular No. 13/2011 dated 11.08.2011 (file no. IR(L)/4(10)/2008-Vol.II) regarding revision of rates of Children Education Allowance to the Departmental Workers.

Labour unions have raised demand for exercising option to avail Hostel subsidy or Children Education Allowance as per the existing scheme for other eligible employees of the Corporation. Board of Directors, made deliberation on this demand, in its 360th meeting held on 19-12-2003 and approved the proposal for option to the departmental labourers to avail benefits of Children Education Allowance or Hostel Subsidy at par with Class III & IV employees of FCI. However both Hostel Subsidy and Children Education Allowance would not be allowed to be availed concurrently.

Hitherto departmental labourers will have option to avail benefit of Hostel Subsidy or Children Education Allowance at par with FCI Class III & IV employees upto maximum of two (2) children. Instruction as contained in this office letter no. IR(L)/4(10)/2008/Vol-II/250 dated 16-03-2012 stand superceeded. Other terms and conditions as contained in circular no. 13/2011 dated 11-08-2001 shall remain unchanged.

This issues with the approval of Competent Authority.

SD/-

(Dr. Rajesh Gulia)

Dy. General Manager (IR-L)

# FOOD CORPORATION OF INDIA

ANNEXURE -21

No. IR(L)/4(15)/94 Vol-II

Dated : 22/27-06-2012

(CIRCULAR-09/2012)

**Subject :Revisions of rates of Daily Allowance admissible to Food Handling Workers including Ancillary Labour working is depots under Departmental and Direct Payment System.**

Attention is invited to Headquarters Circular No. 21/2006 dated 10/23-10-2006 and Circular No. 07-2009 dated 23/29-05-2009 issued from file No. IR(L)/4(15)/94-Vol-III on the above mentioned subject. In partial modification of these circulars, it has been decided with the approval of Competent authority to revise the existing daily allowance prescribed therein as under :

Designation / Category	Daily Allowance per day per worker	
	Cities classified as 'X' and 'Y' for the purpose of HRA	All other Cities / Stations
(A) Daily Allowance to Departmental Labour		
(i) Sardar, Mandal and Handing Labour	Rs. 224	Rs. 134/-
(ii) Ancillary Labour	Rs. 208	Rs. 176/-
(B) Daily Allowance to DPS Labour		
(i) Sardar, Mandal and Handing Labour	Rs. 144/-	Rs. 128/-
(ii) Ancillary Labour	Rs. 128/-	Rs. 112/-

- The order will be effective from the data of issue of these instructions
- The other terms and conditions as contained in this office Circular No. 08/2003 dated 23-4-2003 and subsequent corrigendum issued vide letter dated 11-06-2003 and 5-1-2004 from File No. IR(L)/4(13/94) Vol-III will remain unchanged.

**(Authority : 347th Meeting of Board of Directors held in 12-06-2012)**

**(S.K. Swain)**

**(Dy. General Manager (IR-L))**

## FOOD CORPORATION OF INDIA

Annexure-22

No. IR(L)31(12)/97-Vol.II

Dated:27.01.2009 / 01/02/2009

### CIRCULAR NO.03/2009

**Sub: Provision to provide farewell to the departmental labour on official account on the day of superannuation and refreshment to the Departmental Labour attending the farewell parties.**

The Management had of late been receiving representations from the Labour Union for providing refreshment to the labourers attending farewell party arranged on official account on the day of superannuation of departmental labour.

The demand has been examined and it has been examined with the approval of the competent authority that the refreshment on official account will be provided to labours attending the farewell parties arranged for retiring departmental labour on their superannuation as is being done in case of FCI employees. This approval should not be cited as a precedent.

Area Manager has been nominated as Competent Authority to sanction the expenditure on such farewell party. Guidelines/Instructions as applicable to the employees on the subject will be followed.

(Authority -314th Meeting of Board of Director held on 05.01.2009.

Sd/-

**(R.K.Chaturvedi)**  
**GENERAL MANGER (IR-L)**

# FOOD CORPORATION OF INDIA

Annexure-23

No.IR(L)/4(10)/2008-Vol.II

Dated : 12.12.2011

## CIRCULAR NO 17/2011

**Sub:- Revision in the rates of Family Planning Allowance for adoption of small Family Norms in respect of Departmental Workers working in Ports, Port City godowns and Inland Depots all over country including Bombay City godown, Manmad, Panvel, Pune and Wardha Depot.**

Attention is invited to clause 7 of Circular No. 5/2010 and no. 6/2010 (issued from File No. IR(L)/4(10)/2008) regarding "Personal Pay for small Family Norm." Accordingly, a copy of GOI O.M. No. 7(20)/2008-E.III (A) dated 24.09.2008 is enclosed, which is self-explanatory.

Consequent upon the revision of pay scales, it has been decided to revise the quantum of Personal Pay" in respect of Departmental Workers who were already in receipt of Personal Pay on account of small Family Norms, in the pre-revised pay scale. Approval of the Competent Authority is hereby conveyed to enhance it at double the existing amount of Personal Pay on account of small family norms, subject to minimum of Rs. 210/- per month as explained below:-

S. No	Category of labour	Pay Scale ( pre-revised)	Corresponding Revised Scale	Revised rate of Family Planning Incentive.
1.	Sardar /Mukkadam	4160 -115 -5195 -125 -7820	9000 -21200	Rs. 230/ -
2.	Mandal/Tindal	4000 -100 -4800 -115 -7330	8600 -19900	Rs. 210/ -
3.	Handling Labour /Loader	3900 -90 -4260 -100 -6860	8300 -18600	Rs. 210/ -
4.	Ancillary labour	3840 -80 -4320 -100 -6720	8100 -18200	Rs. 210/ -
5.	Godown Mazdoor	3700 -60 -4180 -75 -5830	7800 -15800	Rs. 210/ -

3 This revision of Personal Pay will take effect from 01.12.2008. The other terms and conditions shall remain the same.

(T.Jaya kumar)

Genl. Manager (IR-L)

# FOOD CORPORATION OF INDIA

**F. No. 7(20)/2008-E.III(A)**

**Government of India**

**Ministry of Finance**

**Department of Expenditure New Delhi,**

**Dated 24rd September, 2008**

## **OFFICE MEMORANDUM**

**Subject : Revision in the rates of Family Planning Allowance for adoption small family norms following the recommendations of the Sixth Central Pay Commission.**

Consequent upon the implernentation of the revised pay structure by the Government with effect from 1st January, 2006 on the basis of recommendations of the Sixth Central Pay Commission and partial modification of this Ministry's OM No.6(39)/98-IC.II dated 6IhJuly, 1999, the President is pleased to sanction the revised Family Planning Allowance at double the existing amount of the Family Planning Allowance, subject to a minimum of Rs,210/~per month as indicated in Column 7 of Annexure to this Office Memorandum.

- 2 The allowance will be related to the Grade Pay corresponding to the post against which the employee concerned had initially earned or will earn the Family Planning Allowance. All other terms and conditions governing the grant of Family Planning Allowance shall remain unchanged.
3. These orders will be effective from 1stSeptember,2008.
4. In so far as persons serving in the Indian Audit and Accounts Department are concerned, these orders issue after consultation with the Consultation with the Comptroller and Auditor General of India.
5. Hindi version of this O.M will follow.

**(Madhulika P. Sukul)**

**Joint Secretary to the Govt. of India**

To

All Ministers & Department ect.

## FOOD CORPORATION OF INDIA

Annexure-24

No.IR(L)/31(12)/97-Vol.II

Dated : 27.01.2009 and 12.02.2009

### CIRUCLAR NO.02/2009

**Sub : Extension of benefit of non-refundable Ex-gratia of Rs. 5000/- (Rupees Five Thousand) to the Legal heirs of the Departmental labours who die while in service.**

The Management had of late been receiving representations from the Labour Union for the payment of ex-gratia of Rs. 5000/- (Rupees Five thousand) to the legal heirs of the Labourers who die while in service.

In supersession of all the previous instructions on the above subject, it has been decided with the approval of the competent authority that the dependents / legal heirs of the regular departmental workers who die while in service will be paid non-refundable funeral expenses as ex-gratia amounting to Rs. 5000/- (Rupees Five Thousand only) per case w.e.f. 01.01.2008. This approval should not be cited as a precedent.

The Area Manager would be competent authority to sanction ex-gratia payment. Other Guidelines / Instructions as applicable in case of employees would be applicable in case of departmental labour also.

**(Authority - 314th meeting of Board of Director held on 05.01.2009).**

**( R.K. CHATURVEDI)**

**GENERAL MANAGER(IR-L)**

## FOOD CORPORATION OF INDIA

Annexure-25

No.IR(L)/31(12)/97-Vol.II

Dated : 18.5.2009

### CIRUCLAR NO.06/2009

**Sub : Monetary Compensation to the dependent family members / legal heirs of FCI employees who die due to terrorist attacks, bomb / moist attacks, natural calamities.**

The management have been receiving request from the labour union for grant of some compensation amount to the dependent / legal heir of departmental workers as is payable to the dependent family members of the employees / officers who die due to terrorist attacks, bomb / moist attacks, natural calamities.

The demand has been examined on humanitarian ground and it has been decided with the approval of the competent authority that in respect of only departmental labour working in the inland depots, ports / port godowns of FCI, the procedure / guidelines and terms and condition contained in FCI Hqrs's Circular No. EP-24-200 -24 dated 06.08.2008 issued from file No. EP-42(2)/2007 (Copy enclosed) may be adhered to in regulating such cases of departmental workers at par with category-IV employees in whose case the revised enhanced amount of compensation is Rs. 13 Lakhs.

**(Authority - Item No. 34/2009, 315th Board Meeting held on 30th March, 2009).**

**Encl: As above**

**(S.K. SWAIN)**

**DY. GENERAL MANAGER(IR-L)**

# FOOD CORPORATION OF INDIA

No. EP-42(2)/2017

Dated: 06/08/2008

(Circular No. EP-24-2008-24)

**Sub: Enhancement of Monetary compensation to the dependent family members/legal hair of FCI employees who die due to terrorist attacks bomb/mob attacks natural calamities.**

Attention is invited to Circular No. 14 of 1992 dated 14th May 1992 regarding payment of monetary compensation to the dependent family members of employees who die due to terrorist acts in disturbed areas.

2. In view of the perceived risk to the life of employees/officers posted in the terrorism affected areas of Punjab Region, a scheme for payment of monetary compensation to the dependent family members of the employees/officers who died in terrorist acts was introduced with effect from 01st April 1992 vide Circular under reference.

Subsequently due to incidents of criminal assaults on the employees/officers while performing field duties in mandis, depots and rail heads, the said scheme was liberalized and the same was made applicable in the case of deaths due to bomb/mob attacks vide Circular No. 7 of 1994 dated 16.02.1994.

During the year 2001, a earthquake of high intensity occurred in the state of Gujarat and some employees of the corporation had also died. Taking this into account, the scheme was further extended in the case of deaths due to natural calamities vide Circular No. EP-24-2008-11 dated 06/08/2001.

Thus, the corporation has been implementing the above scheme for providing monetary compensation to the grieved family of the employees/officers who die or get killed in terrorist activities/bomb blasts/mob attacks and due to natural calamities.

3. The matter has been re-visited in view of increase in the incidents of terrorist/militant attacks, which are no longer restricted to any specific areas. In order to boost the morale of employees/officers of the corporation, it has been decided to enhance the existing compensation amount payable to the dependent family members of the employees/officers who die due to terrorist acts/bomb blast/mob attacks/natural calamities as under-

Category	Existing amount of compensation	Revised enhanced amount of compensation
1.	Rs. 3 lakhs	Rs. 30 lakhs
2.	Rs. 2.4 lakhs	Rs. 24 lakhs
3.	Rs. 1.5 lakhs	Rs. 15 lakhs
4.	Rs. 1.3 lakhs	Rs. 13 lakhs

4. The other terms and conditions will remain unchanged.

5. The above instructions will come into force with immediate effect.

(Authority: Item No. 35/2008[312th (Adj.)]- Board Meeting held on 18/07/2008)

(Ved Prakash)  
Assistant General Manager (EP)

# FOOD CORPORATION OF INDIA

No. IR(L)/4(33)/2003

Annexure-26

Dated : 19-01-2004

## CIRCULAR NO. 1/2004

**Subject : Payment of Overtime wage to the departmental workers doing food handling operation in the depots / godowns in various Regions.**

Attention is invited to headquarters Circular No. IR(L)/4(2)/93 dated 16.06.94 and amendments issued from time to time. The matter has been reconsidered in view of various types of exemption granted to FCI from the provisions of Shops & Establishment Act by the respective States. Therefore, a notice dated 1.7.02 (copy enclosed) was issued by FCI under Section 9-A of the Industrial Disputes Act, 1947. The same was seized for conciliation by the Regional labour Commissioner (Central), New Delhi on an industrial dispute raised by the Union and the operation of the said notice was stayed w.e.f. 22nd July, 2002 due to statutory obligation under Section 33 of the I.D. Act. This Office Fax message of even number dated 29.8.02 (Copy enclosed) is relevant.

The conciliation proceeding in the instant industrial dispute ended with "FOC" report on 22.10.03 and the Conciliation Officer has submitted the "Failure of Conciliation" Report vide letter No. ND-8/19/2002-PA dated 11.11.03 and other Letter No. ND-8/5/2003-P.A. dated 05-11-2003 in other identical dispute. The period of conciliation proceedings of this I.D. Case stands concluded.

It has, therefore, been decided to revise the OTA rates applicable to the departmental workers working in various depots/go downs as under :

1	Areas where FCI has been granted Total exemption from O.T. Provisions of Shops & Establishments Act of the concerned state and where the "appropriate authority" of the shops & Establishment Act has clarified that this Act is not applicable to the establishments of FCI in the area.	1.1 times of normal hourly rate of wage.
2 (i)	In other areas where neither the exemption has been granted to the FCI establishments nor it has been clarified by the appropriate authority that the Shops & Establishments Act is not applicable to the establishments of FCI.	As per the Shops & Establishments Act of the respective State.
(ii)	In these areas, for the intervening period i.e. after prescribed working hours and upto the statutory working hours given in the respective Shops & Establishment Act.	1.25 times of Normal hourly rate of wage

The other terms and conditions in the matter as contained in Headquarters Circular No. IR(L) 4(2)/93 dated 16.6.1994 and Circular No. 19/1999 dated 30-9-1999/6.10.99 issued from file No. IR(L)/4(2)91-Vol.II, shall remain the same.

This issued with the concurrence of Legal and Finance Divisions of Headquarters.

Sd /-

(C.D. Gupta) Manager (IR-Labour)

# FOOD CORPORATION OF INDIA

Annexure-27

No.IR(L)/1(5)/2007-Vol-II

Dated : 18-06-2012

(CIRCULAR NO. 6/2012)

**Subject : Clarifications in respect of points raised in the meeting held on 08-05-2012 with regard to Payment of Salary to Departmental Workers through FAP.**

Multiple queries relating to payment of wages, incentive wages etc. to the departmental workers have been raised by the field offices before the FAP Hqrs. These issues were also discussed in a meeting held in Hqrs on 08-05-2012 with the officers of FAP and Finance Division. Accordingly clarifications on such issues are given as under:-

S. No.	Query / Point	Relevant Circular / Letter No. and date	Extracts of Circular / Clarification
1	Bifurcation of the operation "Unloading from Wagon and Dumping on Platform" and stacking the dumped foodgrains	IR (L) / 4 (31) / 98 dated 10-05-1999	<p>Extracts of Letter No. (IR(L)/4(31)/98 dated 10-05-1999</p> <p><b>Operation No. (iii)</b> "Unloading from the wagon and dumping on platform"</p> <p><b>General Condition No. viii</b> The dumping of stocks i.e. operation No. (iii) should be allowed only to ensure that there is no demurrage on wagon and stocks so dumped should be staked or issued out on the next day but no dumped stacks should be kept for more than 3-4 days.</p> <p><b>Operation No. (iv)</b> "Stacking inside godown, removing the bags dumped"</p> <p><b>Clarification</b> Item No. (i) viz. "unloading from truck and stacking inside godown is not relevant for removing the bags dumped. Incentive Wages Scheme provides clearance of dumped stocks under item no. (iv) viz. "Stacking inside godown, removing the lags dumped".</p>

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S. No.	Query / Point	Relevant Circular / Letter No. and date	Extracts of Circular / Clarification
2	Lunch Subsidy/ washing/Transport/ Dusting Operator Allowance to be given on Monthly basis (10 days or 31 days) or Daily basis.	(i) Circular No. 21/2002 dated 12.11.2002. (ii) Circular no. 03/2003 dated 21/24-02-2003 (iii) Letter No. 4(5)/13 dated 03-02-1995. (iv) Circular No. 3/2011 Dated 30-03-2011	Extracts of circular No. 3 /2011 (For Dusting Operator Allowance)  The Departmental Ancillary Labourers/ Godowns Mazdoors working in various godowns / depots are paid Dusting Operators Allowance at the rate of 1/30th per day of the monthly Dusting Operator Allowance as applicable to the Class-IV employees and as revised from time to time for the days on which they have actually performed duties relating to fumigation, spraying etc. strictly in accordance with the records / documents in FCI as certified by Manager (QC) / Technical Assistant Concerned. <b>Lunch Subsidy</b> Circular No. 21/2002 and circular 03/2003 is relevant and enclosed for guidance. <b>Washing Allowance</b> Refer sub-heading washing Allowance of Letter No. 4(5)/93 dated 03-02-1995.(Copy of letter enclosed) <b>Transport Reimbursement</b> Refer sub heading Transport Reimbursement of Letter No. 4(5)/93 dated 03-02-1995. (Copy of Letter enclosed).
3	Whether Lunch Subsidy, Washing Allowance and Transport Allowance are payable for the days of sanctioned leave or not	( i ) C i r c u l a r No.03/2003 dated 21/24-02-2003 (Lunch Subsidy).	Extracts of Circular No. 03/2003 dated 21/24-02-2003 (Lunch Subsidy) “Departmental Labourer who remains on leave for more than 30 days period continuously will not be entitled to lunch subsidy for the entire period of such absence. In other words, lunch subsidy will be paid for the days when the departmental Labourer is on leave including casual and special casual leave”.

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S. No.	Query / Point	Relevant Circular / Letter No. and date	Extracts of Circular / Clarification
		(ii) Letter No. 4(5)/93 Dated 03-01-1995 ( T r a n s p o r t reimbursement)	Extracts of Letter no. IR(L) /4(5)/93 dated 03-02-1995 <b>(Transport reimbursement)</b> “There will be proportionate reduction in the Transport reimbursement on account of leave other than Casual leave and Holidays.” <b>Washing Allowance</b> The procedure for making payment of Washing Allowance shall be the same as given above for Transport reimbursement.
4	HRA to be given on Monthly basis or Daily Basis	Circular No. IR(L)/2(7) 14 Dated 14-09-1990 (Annexure-I)	<b>Clarification :</b> As per spirit of the circular, the HRA is to be calculated on Monthly basis but wherever any deduction is to be done Daily HRA has to be calculated by the method given as under : Daily Allowance = monthly rate of allowance x 12 Number of days in the year (i.e. 365 or 366 as the case may be)
5	Whether Non-Paid Holidays be given a Actual Basic Pay + DA or Monthly Basic Pay + DA	Circular No. IR(L)/2(7)/14 Dated 14-9-1990 And Circular No. 15 of 2011 dated 13-09-2011	Extracts of item 6 of Circular No. IR(L)/2(7)/84 dated 14-09-1990 “For work on non-paid holiday, the workers shall be paid daily basic wage as extra wages” Extracts of Item 5 of Circular no. 15 of 2011 dated 13-09-2011 If a Departmental labour is booked on the Non-paid holiday, then he will get the same wages as on paid holiday. But if a labour is not booked on non-paid holiday he will get attendance allowance for that day including HRA.”

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S. No.	Query / Point	Relevant Circular / Letter No. and date	Extracts of Circular / Clarification
6	Non-Paid Holidays / Extra Wages to be considered for CPF deduction or not.	Circular No. IR (L)/2(7)84 Dated 14-09-1990	Extracts of Item 6 of Circular No. IR(L)/2(7)/84 dated 14-09-1990 “For work on non-paid holiday, the workers shall be paid daily basic wage as extra wage. (Not countable for any other purposes) in addition to the daily wage when booked.” <b>Clarification</b> In view of the above, CPF will not be deducted on extra wages.
7	Deduction from wages of the DPS and Departmental labour for loan from Credit and Thrift Society and Insurance Company etc.,	Letter No. IR(L)/4(13)/94 Dated 26/29-9-1997	<b>Extracts of Letter No. IR(L)/4(13)/94 Dated 26/29-09-1997</b> “..... That deductions and remittance of dues to the Credit Society may be made regularly to avoid any complaint from the society/ Union.
			<b>Clarification</b> Deductions on account of Group Insurance or Monthly Scheme are statutory and cannot be ignored. However, efforts should be made by the field offices to take minimum responsibility towards deduction from wages of the labour.
8	Whether the Gazetted /Paid Holidays will be Counted to calculate total number of working hours of a labour in a week for the OTA rate.		<b>Clarification</b> It is clarified that hours of holiday/gazette holiday will not be counted to determine number of working hours of a week for OTA rate. However, If work has been done, those hours will be counted. This is relevant in areas, where at present OTA is being regulated as per S&E Act of the respective state.

SD/-

(T. Jayakumar)

General Manager (IR-L)

# FOOD CORPORATION OF INDIA

Annexure-28

No. IR(L)12/4(84)/2000

Dated : 23/24-02-2006

## CIRCULAR NO. 7 /2006

**Sub :Re-organization / Merger of Labour gangs in the Departmental and DPS categories - criteria to be followed at the time of merger of gangs, fixation of seniority for the purpose of promotion from Handling Labour to Mandal and from Mandal to Sardar.**

It may be recalled that each labour gang in the categories of departmental labour and 'Direct Payment System' (DPS) labour, consists of 1 Sardar, 1 Mandal and 12 Handling Labour. These labour systems have been in existence since 1970/1973 in various depots / Godowns of the FCI. The strength of most of the labour gangs is reduced considerably and even to 3-4 persons in some case due to death/ superannuated retirement / Voluntary Retirement etc. during such a long intervening period. The existence and working of such short / broken gangs has proved as detrimental to the operational exigencies as well as equitable distribution of work amongst the available labour gangs with shorter strength.

It may also be recalled that gang-wise seniority is maintained for the purpose of promotion of a handling labour to the post of Mandal & Promotion of the Mandal to the post of Sardar of the same gang. Due to this provision it has not been possible to attempt merger of shorter gangs.

In view of the complications / difficulties being faced by the field offices in meeting out the operational exigencies as well as equitable distribution of work amongst the available labour gangs left with shorter strength, a great need was felt not only by the Management but also by the labour unions/workers to review the provisions of gang strength and consequently the seniority of the workers, their promotion etc.

In view of the background & circumstances, the whole subject matter the above was entrusted to the 'Saxena Committee', the said committee has considered the views / comments given by various field offices of the Corporation and labour union on the subject. The Committee also made deliberations with the labour unions and submitted its report to the Management.

The Committee's recommendations have been examined & Considered in consultation with Hqrs. Legal & Finance Divisions and it has been decided to implement the recommendations as under so as to resolve this long pending issue -

(i) The depot-wise seniority of each category i.e. handling labour, Mandal & Sardar of the existing workers of the same depot, may be framed and maintained for the purpose of promotion. The depot-wise seniority will be framed on the basis of date of induction/joining and the age of the labourers where the date of joining is the same. Since this will change the existing service condition of maintaining the gang-wise seniority earlier agreed vide clause 7 of the Memorandum of Settlement signed on 24-05-1984 between the FCI Management and the FCI Workers Union, a Normal 'Notice' of even number dated 23-02-2006 has been given by the FCI Management for "termination of said clause 7 of the MOS dated 24-05-1984" as per the requirement under the provisions of Industrial Disputes Act, 1947.

(ii) Since the seniority of various labour gangs is reportedly identified from the gang no. allotted to each of the gangs starting from gang no 1 in descending order in any depot / unit, the Merger of gangs may be done by breaking the last Serial number of gang of the depot first and the process should proceed indescending order. For example, if there are 20 handling labour gangs in a depot and Gang No.3 is short by 4 Handling Labour, Gang 10, 15 is short 2 Handling Labour and Gang No. 17 is short by 1 Handling Labour. Then the senior most incumbents from the last gang i.e. gang No. 20 may be distributed and merged with Gang No. 3 Gang No. 15 and Gang No. 17

## FOOD CORPORATION OF INDIA

on the basis of seniority in ascending order of Gang No. 3, 15 and 17. Then the most possibly ensure that after merger, the gangs consist of workable combination of age group amongst the labourer of the same gang for smooth functioning.

(iii) The left over Sardar, Mandal & Handling labour of the gang(s) wherefrom the labourers have been taken out and merged with other gangs as above, will be kept & maintained in leave reserve pool and they may be utilized in the regular labour gangs against the leave vacancies on day to day basis and on rotation basis so as with to ensure equitable utilization of the available labourers in the reserve pool. They will be paid attendance allowance for the day of non-booking.

(iv) The labourers so placed in leave reserve will be adjusted in the regular gangs on the basis of the depot-wise seniority against the vacancies as and when will arise in future. Thus, gradually leave reserve pool will lapse. Further promotions to fill up the vacancies of Mandal and / or Sardar in any Gang of the depot, may be done on the basis of depot wise seniority that will be framed as per para (i) above.

(v) Wherever the gang merger has already been implemented through any other amicable settlement / conciliation authority under the I.D Act 1947, necessary action may be taken to get such arrangements terminated by following the provisions of Industrial Disputes Act, 1947, so as to implement the above policy on uniform basis without any discrimination.

Necessary action may be taken immediately on the above lines with regard to re-organization / merger of labour gangs in the Departmental and DPS categories.

As regards the change / revision of seniority from gang-wise to depot wise for the purpose of promotion, the above instructions shall take effect immediately after the expiry of two months from the date of issue of the notice of intention to terminate clause 7 of MOS dated 24-05-1984, as per the statutory requirement under Section 19 of the I.D. Act 1947.

Sd -

**(Sushil Nagpal)**  
**General Manager (IR-L)**

## FOOD CORPORATION OF INDIA

Annexure-29

No. IR(L)4/(26)/2006

Dated : 20-11-2007

### CIRCULAR NO. 12/2007

**Subject : Re-organisation / Merger of labour gangs in the Departmental and DPS Categories - Criteria to be followed at the time of merger of gangs, fixation of seniority for the purpose of promotion from Handling Labour to Mandal and from Mandal to Sardar.**

Attention is invited to this office letter No. IR(L)4(7)/2006/339 dated 12-04-2007 regarding Implementation of the Circular No. 7 / 2006 dated 23/24.02.2006 on re-organisation / merger of labour gangs and promotion from Handling Labour to Mandal and from Mandal to Sardar in the Departmental and DPS Categories, wherein it was mentioned that the cases of promotion will have to be settled as per the revised instructions contained in the above referred circular dated 23/24-02-2006 on the finalization of the conciliation proceedings pending before the ALC(c), Kolkata.

The proceedings were subsequently held by the RLC(C), Kolkata on different dates. After prolonged discussions / conciliation on different rates by the RLC (C), Kolkata, the dispute has been resolved as per the Memorandum of settlement dated 07-11-2007, copy of which is enclosed. The enclosed settlement will form the part of the instructions contained in Circular No. 7/2006 dated 23/24-02-2006 for all purposes and necessary action may be taken on the above lines with reference to reorganization / merger of labour gangs and promotions in Departmental and DPS Categories. The modified instruction in consonance with the terms of the settlement will come into force w.e.f 07-11-2007, Compliance report may be sent to this Office.

**Encl : Settlement**

Sd/-  
(Anil Kapoor)

Assistant General Manager (IR-L)

# FOOD CORPORATION OF INDIA

Annexure-30

No. IR(L)/4(26)/2006

Dated : 18-02-2008

**The General Manager (Region)**

Food Corporation of India  
Regional Office  
Bhopal

**Subject : Clarification regarding reorganization of Labour Gang.**

Sir,

Please refer to your office letter dated 4th Feb,2008 (P-166/C) on the above cited subject.

In this connection it is stated that the instructions contained in this office Circular No. 7/2006 dated 24th Feb., 2006 and other Circular No. 11/2007 dated 20th Nov., 2007 contains explicit instructions on this subject. By virtue of these instructions the depot-wise seniority has become applicable instead of gang-wise seniority for the purpose of filling up of the vacancies of sardar / Mandal in Departmental / Direct Payment Labour System. The position explained below will answer to the queries raised in regard to fixation of seniority and reorganization of labour gangs.

**Seniority - Depot is a Unit for the purpose of Seniority**

The Instructions regarding fixation of seniority in the event of change of unit has already been informed vide this office letter no. IR (L)/4(7)/2006 dated 5th Sept., 2007. It is again clarified that in case of change of unit of seniority the following criteria will be applicable:-

- (I) If a workman is transferred from one unit of seniority to other unit of seniority/in the interest of organization in that event he will be entitled for full weight age of services rendered by him in the outgoing unit for the purpose of fixation of seniority in the new unit.
- (i) If a workman is transferred from one unit of seniority to other unit on his request, in that event the services rendered by him in the out going unit will be counted for monitory / terminal benefits only.

It is clarified that in case of Departmental / DPS labour Region is not a unit for maintaining the seniority.

Reorganization of labour gangs in the Departmental and DPS category in terms of procedure mentioned in sub-para (ii) of Circular No. 7/2006 dated 24th Feb., 2006

It is stated that this procedure has been incorporated in Hqrs, instructions referred to above on the basis of recommendations of Saxena Committee. The said Committee has considered the views / comments given by various field offices of the Corporation and labour unions on the subject. One of the labour unions made submission that when the ex-contractor workers were inducted under Departmental or DPS category, at that time the senior most worker were allocated Gang No. 1 in the depot and this process was followed in ascending order. This situation has changed in MP, Chhattisgarh and other regions due to shifting of labour gangs from other regions / zones. In such situation, it will be advisable to identify the seniority of the labour gangs / workmen in furtherance to the criteria of fixation of seniority in the new units wherever necessary. The purpose of induction of the workmen in the short gang by breaking last serial number gang of the depot in the gang number allotted to each gang starting from Gang No. 1 to fill up the shortfall and continue the process in ascending order was to ensure that after merger the gangs consists workable combination of age group amongst the labourers for smooth functioning. This process is not prejudice to the right to promotion of the workmen on the basis of depot-wise

## FOOD CORPORATION OF INDIA

seniority. This method was devised for convenience of labour. Modification in this process amalgamation of labour gangs shall not affect the validity and legality of depot wise seniority and the process of filling up of vacancies of Sardar / Mandal on its basis.

The maintenance of the separate seniority in respect of the workmen shifted on administrative ground or otherwise may not be viable as the unit of seniority of labour is a depot. The finalization of depot-wise seniority in respect of Departmental and DPS category in each depot under the changed scenario is important.

The seniority list framed on the basis of depot-wise seniority may be displayed and the workmen may be given reasonable time to represent their claim, if any and it should be implemented after disposal of their objections as a general principle of justice.

Payment of Interim Relief of Rs. 50 / per day per worker to the DPS Sardar and Mandal placed in Leave Reserve Pool.

Interim Relief of Rs. 50 /- per day in terms of the interim orders NIT Mumbai / High Court of Bombay is payable on actual day of working, Thus the incumbents placed in Leave Reserve Pool will not be entitled of interim relief of Rs. 50/- in the DPS depots on the day when they are not booked against the leave reserve vacancy. Procedure for deployment of Leave Reserve Pool has been explained in sub-para (iii) of Hqrs. Circular No. 7 2007 dated 24th Feb. 2006.

Your are requested to take necessary action accordingly,

Enclosed: Lr No IR(L)/4(7)/2006

Dated 05.09.2007

**Yours faithfully,**  
**(R.K. Chaturvedi)**  
**General Manager (IR-L)**

**Copy to :**

**The ED (Zone), FCI, ZO, Mumbai/Noida/Chennai/Kilkata/Guwahati**

# FOOD CORPORATION OF INDIA

**Annexure-31**

**No. IR(L)/31(10)/2004-Vol.X**

**Dated : 12-07-2016**

**The General Manager (Region)  
Food Corporation of India  
Regional Office,**

**New Delhi / Chandigarh / Panchkula / Shimla / Jaipur / Dehradun / Mumbai / Bhopal / Ahmedabad /  
Raipur / Patra / Ranchi / Kolkata / Bhubaneshwar /Shillong / Guwahati / Dimapur / Itanagar /  
Thiruvananthapuram / Bangalore / Hyderabad**

**Sub.: Guidelines for implementation of exemption notification dated 06.07.2016 under section 31 of Contract Labour (R&A) Act 1970 issued by Ministry of Labour and Employment Government of India**

Sir,

Government of India issued notification dated 06.07.2016 in pursuance to the directions given by Nagpur Bench of High Court of Bombay, Nagpur Bench dated 20.11.2015 in PIL No. 84 of 2014. By the said notification, Government had exempted Depots and Railheads of FCI from applicability of all the earlier notifications specified in the notification dated 06.07.2016 (Copy enclosed as **Annexure-I**) for a period of 2 years subject to compliance of the conditions specified under sub-clause (a) of clause (v) of sub-rule (2) of rule 25 of the Contract Labour (Regulation and Abolition) Central Rules, 1971.

2. In all 289 depots/railheads were notified vide 13 notifications as per details given in **Annexure-II**. The proposal for exemption /de-notification fo 226 notified depot / railhead was submitted to Ministry of Labour and Employment through Ministry of CA,F&PD as these depots were operative (existing) date of submission of proposal. Now the operational notified depots have been further reduced to 209 consequent upon de-hiring of 17 notified depots as per details given hereunder:

Labour Strength as on 31.03.2016

<b>No. of depots (operative under departmentalized labour)</b>										
Labour System	Notified			Non Notified			Total of Depots			No. of Workers
	Owned	Hired	Total	Owned	Hired	Total	Owned	Hired	Total	
Departmental	89	6	95	47	3	50	136	9	145	15203
DPS	32	6	38	153	15	168	185	21	206	25283
NWNP	70	6	76	10	18	18	80	14	94	7426
<b>Total</b>	<b>191</b>	<b>18</b>	<b>209</b>	<b>210</b>	<b>26</b>	<b>236</b>	<b>401</b>	<b>44</b>	<b>445</b>	<b>47912</b>

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3. All the 226 Notified Depots / Railhead are covered by the Notification dated 06.07.2016 and FCI is, therefore, now free to reorganize and rationalize the deployment of existing Departmental /DPS / NWNP System workers for their painful utilization by pooling them into a fewer depots as per operational requirements so that optimum number of workers are deployed for carrying out FCI operations to the most efficient manner.

**4. Following steps may be taken to nationalize the existing manpower.**

(i) The pooling of the departmentalised inter zone (in exceptional cases) transfers from one depot to the other-district, inter-region and inter zone (in exceptional) cases) transfers from one depot to the other depots operative under the same labours system. The authorities competent to permit such transfers are indicated as under :

Area of Transfer	Competent Authority to make transfer
Inter-depot transfer within district	Area Manager
Inter-District transfer	GM (Region)
Inter-Region	ED(Zone)
Inter-Zone	FCI, Hqrs

The requirement of labour in the heavily operated depots may be calculated on current average work load of proceeding three financial years by the formula given below:

No. of Handling Labour required = Average Annual work load of three preceding Financial year / 135\* 240

No. of Ancillary Labour Required - 4 Ancillary Labour against the storage capacity of 5000 M.T.

After calculating the requirement of the heavily operated depots by applying the above formula labourers from the depot having scanty handling operation may be shifted to nearby depots so that there is least disturbance to the workers. In case of the departmental labour pooling should be made taking into consideration zero incentive on datum i.e. the labour is sufficient enough to manage the work within the Norms and there are minimum occasions for payment of incentive on number of bags handled in a day.

(iii) The depots are to be prioritized in descending order on the basis of requirement for distributing the workers, in the pooling exercise. Pooling should be in maximum work load depots first so that idle wage are also minimized in case of departmental and DPS workers.

(iv) Deployment of labourers in the main depots may be done in such a manner that the workers can be deployed to undertake loading / unloading operation in nearby depots on need basis, when there is no availability of work load in main depot. Mechanism should be developed in such a manner that workers are required to travel minimum distance and deployment on tour is manageable from their place of posting with least disturbance.

(v) The objective of rationalization of the labour strength is to curtail the cost of incentive wages, therefore the pooling should be done in such a manner that output per day of a handling labour will remain ordinarily

## FOOD CORPORATION OF INDIA

between 135-150 bags on the peak day of loading / unloading of rakes.

(vi) All the FCI workers currently working in CWC & SWC godowns / hired depots / Railheads need to be pooled into FCI's own depots and contract labour be deployed in their place in case godown are to be retained.

(vii) As per existing instructions, workers under Departmental and DPS category on their transfer by FCI, in the interest of administration, are entitled to get weightage of seniority at the new place. It has been decided that till further order, Seniority position of group of the workers of the gang transferred from one depot to other, will not be disturbed and separate identity of such workers will be maintained in the incoming depot so that it does not jeopardize promotional avenues of the workers already working in such depots.

(viii) The surplus workers of one Region can be adjusted in the depots of other regions of the zone.

(ix) In case option is given by the surplus workers of a Region for transfer to the other Regions within the Zone, the same should be carefully considered by Zone and shifting them to shortfall depots may be adhered under intimation to IR-L division of FCI Hqrs.

(x) Individual depot should have single labour system and in no case labour of more than one system be engaged in one depot.

(xi) Subsequent to pooling of labourers, handling contractors be deployed in vacant depots following due process.

It is, therefore, requested that the process for implementation of exemption notification dated 06-07-2016 issued by the Ministry of Labour and .Employment, Government of India, may kindly be initiated immediately in all 226 depots as per list enclosed (Annexure-III). Action Taken Report in this regard may kindly be furnished to this office within 15 days. Further suggestion with regard to above guidelines for smooth implementation of the aforesaid notification at field level if any, may please also be sent to Hqrs immediately alongwith proper reasoning.

Yours faithfully,

Sd/-

**(Dr. C.L. Ram)**

**Chief General Manager (IR-L)**

# FOOD CORPORATION OF INDIA

Annexure-32

No. IR(L)/1(5)/07-Vol-II

Dated : 12-07-2012

## CIRCULAR NO. 12 / 2012

**Subject : Inclusion of operation "Unloading from truck and loading directly to another truck" in the incentive Scheme and Fixation of Norm therefore.**

Attention is invited to HQ's Letter No. IR(L)/4(31)/98 dated 10-05-1999 enclosing therewith revised Piece rate Incentive Scheme for Departmental workers of FCI. In the said scheme, Norms/datum have been fixed for 11 different operations being carried out by Departmental Handling Workers.

2. It has been reported to this office What Norm for the operation "Unloading from truck and loading directly to the another truck" has not been fixed and this operation has not been included in the above piece rate incentive scheme. It is observed that this operation is performed and is resorted to in case of operation as exigencies only.

3. The matter has been examined in consultation with Finance and it has been decided to include the operation "Unloading from truck and loading directly to the another truck" as item No. XII in the incentive scheme. The Norm for the said operation will be as under :-

Operation	Norm per worker per day
"Unloading from truck and loading directly to the another truck"	110 bags

SD/-

(S.K. Swain)  
Dy. General Manager (IR-L)

# FOOD CORPORATION OF INDIA

No. IR(L)/3(33)/2006/WZ/Vol-III

Annexure-33  
Dated : 13-04-2011

**The Executive Director (Zone)**  
Food Corporation of India,  
Zonal Office (West),  
Mumbai (Maharashtra)

**Subject : Incentive Wages Scheme in Respect of Departmental Workers of Borivilli Depot.**

Sir,

Please refer you office letter no. IR-L/T & DWU/ALC/2010 dated 31-01-2011 on the above cited subject.

2. In this regards, attention is invited to your office letter No. IR-L/T & DWU/ALC/2010 dated 20-05-2010, wherein it is proposed for replacing the existing Incentive Wages Scheme with the Incentive Wages Scheme as contained in this office letter No. IR(L)/4(31)/98 dated 10.5.1999. This is based on the demand raised by FCI Workers Union that the said Scheme was prevalent in 154 Departmental Labour Depots including Gondia, Akola and Nagpur except 5 depots situated in Maharashtra Region. It has been mentioned in the letter under reference that FCI Workers Union and Transport & dock workers union hold divergent views in regard to replacement of the existing Scheme at Borivilli Depot and industrial disharmony has been apprehended.

3. Matter has been examined. It has been decided with the approval of CMD that ED (West) shall take a decision which may be acceptable by the majority of workmen/union by enforcing the provisions of Incentive scheme of December, 2005 as already communicated by this office vide letter No. IR (L)/3(33)/2006/WZ/Vol-III dated 14/17-06-2010. However, to maintain industrial harmony, leeway is also given to ED(west) to consider the Incentive Scheme as circulated by the Hqrs vide letter no. IR(L)/4(31)98 Dated 10-05-1999 for Borivili Depot based on the guidelines as contained in letter dated 11-05-1999 subject to

(a) FCI Workers Union, which is an impleaded party to ID Case No... 60/2007 before CGIT-II, Delhi relating to the Incentive Wages Scheme for the departmental labour as contained in Circular No. 18/2005 dated 15-12-2005 (File No. IR(L)/4(52)/2002], will not quote this as a precedence. Further, this arrangement will be subject to outcome of the aforesaid ID case No. 60/2007 and without prejudice to the stand of FCI before the Tribunal. A suitable undertaking may be taken from FCIWU to this effect.

(b) An undertaking will be taken from the individual workmen to the effect that they have opted for the instant Scheme subject to the outcome of ID case mentioned at (a) above and excess payment, if any, accrued against them on account of incentive wages, shall be recovered from them unconditionally.

(c) In order to avoid any legal complication and to ensure that such proposed change-over does not lead to any industrial unrest, it is advised that before implementation of the above, care should be taken by ED(West) that there should not be any infringement to the provisions of the relevant agreement dated 25-09-2008 entered into with T & D workers Union by R.O. Maharashtra.

(d) The ongoing Industrial Disputes pending in this regard before any forum, if any, shall be withdrawn by the concerned Unions(s).

**Yours faithfully,**

**(Tej Singh)**  
**Asstt. General Manager (IR-L)**

## FOOD CORPORATION OF INDIA

Annexure-34

No. IR(L)/3(33)/2006/WZ/Vol-IV  
2011

Dated : 16-12-

### CIRCULAR NO. 20/2011

**Subject : Revision of Incentive scheme in respect of Departmental Workers working in Bombay city Godown, Pune, Panvel, Wardha and Manmad w.e.f 01-01-2009.**

Sir,

Attention is invited to ED (WZ)'s Letter No. IR(L)/32(14)/2009/IPRS dated 12-10-2011 vide while approval has been sought for implantation of the Incentive Wages Scheme as contained in headquarters Letter No. IR(L)/4(31)/98 dated 11-05-1999 in respect of 5 depots of Maharashtra Region.

2. Earlier, Headquarters vide letter No. IR(L)/3(33)/2006/WZ/Vol.III dated 13.04.2011 had authorised ED(West) to take a decision in respect of Borivali depot which may be acceptable by the majority of the workmen / union by enforcing the provisions of incentive scheme of December 2005 (as already communicated by Headquarters vide letter No. IR(L)3/(33)/2006/WZ/Vol-III dated 14/17.06-2010). However, to maintain industrial harmony leeway was also given to consider the incentive scheme of 1999 (as circulated by Headquarters vide/letter No. IR(L)/4(31)/98 dated 11.35.1999).

3. ED(W) vide letter dated 12.10.2011 referred to above, has intimated that while revising the incentive scheme of Borivali Depot, Regional Office (Maharashtra) has reached an understanding with Transport and Dock workers Union in respect of 4 other depots viz. Panvel, Pune, Manmad and Wardha to maintain uniformity. The period of the existing agreement of Incentive scheme in these depots had already expired on 31-12-2008. Regional Office (Maharashtra) vide letter no. IR-1/5(1)/RO(M)/T&D/2010-11 dated 09.09.2011 has also confirmed that the workers will limit individual undertakings to comply with the outcome of the case No. 60/2007 pending before CGIT, New Delhi relating. Implementation of the Incentive Scheme of 2005 circulated by HQ Circular No. 18/2005 dated 15-12-2005 (file No. IR(L)4(52)/2002).

4. The proposal of the ED(WZ) as contained in letter dated 12-10-2011 has been examined in consultation with the Legal and Finance Division. It has been decided with the approval of competent authority to Implement the incentive scheme of 1999 (as circulated by Headquarters vide letter No. IR(L)/4(31)/98 dated 11.05.1999) at Borivilli, Pune, Panvel, Manmad and Wardha subject to following conditions :-

## FOOD CORPORATION OF INDIA

(a) This arrangement shall not be quoted as a precedence in the ongoing proceedings in Industrial dispute case No. 60/2007 (Old no.) New ID No. 195/2011 and ID No. 239/2011) Pending before CGIT-II, Delhi relating to the Incentive Wages Scheme for the departmental labour as contained in Circular No. 18/2005 dated 15.12.2005. further, this arrangement will be subject to outcome of the aforesaid Industrial Dispute case No. 60/2001(Old No.) [New No. 195/2011 and ID No. 239/2011].

(b) An undertaking should be taken from the individual workmen to the effect that they have opted for the instant Scheme subject to the outcome of ID case mentioned at (a) above and excess payment, if any, accrued against them on account of incentive wages, shall be recovered from them unconditionally.

(c) The Industrial Disputes, if any, pending in this regard before any forum, will be withdrawn by the Union(s) or settle before appropriate Forum with the concerned Union(s) prior to its implementation.

5. As regards, constitution of labour gangs, the Regional Office, Maharashtra vide communication dated 7th December, 2011 has confirmed that vacancies of Sardar, mandal as per Constitution of Labour Gangs under the Incentive Scheme of the year 1999 will be filled up from the existing Table, H/L etc. strictly as per the Hqrs instructions in Vogue.

In this regard, it is stated that a Writ Petition No. 325/2010 filed by a Labour Union over merger of labour gangs and filling up of the vacancies of Sardar and Mandal on the basis of depot-wise seniority departmental and DPS depot is pending before the High court Delhi. The Hon'ble High Court of Delhi has passed Interim Orders on 12.05.2010, 17-05-2010 and 13-05-2011 (copies enclosed). The proceedings are fixed on 15-12-2011. It is, therefore, requested that Interim Orders passed by the Hon'ble High Court of Delhi which are enclosed with this Circular may be followed in letter and spirit to avoid any legal complication.

6. Clause 5 of the MOU dated 07-09-2011 is infructuous and may be deleted.

7. This Issues with the concurrence of Finance, Legal and approval of CMD.

Sd/-

(S.K. Swain)

Dy. General Manager (IR-L)

# FOOD CORPORATION OF INDIA

Annexure-35

No. IR(L)/4(06)2013

Dated : 29-08-2013

## Circular No. 11/2013

**Sub : Revision of incentive wages scheme in respect of port departmental labour of vizag, parity of pay scales between Departmental Ancillary worker of inland depots and Godown Mazdoor or Vizag (A.P.) and Chennai (Tamil Nadu) and Fixation of the datum for double gunny bagging and sling operations.**

Attention is invited to ED (south Zone)'s D.O. Letter no. IR(L)/30(1)/2004/cont. -II Vol.II dated 28-03-2013 and another letter dated 29-07-2013 on the above cited subject. The proposal of ED(S.Z) have been examined in consultation with Associate Finance and competent authority has approved the same as detailed below.

1. Incentive wages scheme in respect of port departmental labour of vizag, A.P.

It has been decided to implement the incentive wages scheme of 1999 (as circulated vide Hqrs. Letter no. IR(L)/4(31)/98 dated 11-05-1999) subject to following conditions.

(a) This arrangement shall not be quoted as precedence in the on-going proceedings in Industrial Dispute case No. 60/2007 (Old No.) (New ID No. 195/2011 and ID No. 239/2011) pending before CGIT-II, Delhi relating to the Incentive Wages scheme for the departmental labour as contained in Circular No. 18/2005 dated 15-12-2005. Further, this arrangement will be subject to outcome of the aforesaid Industrial Dispute case No. 60/2007 (Old No.) [New No. 195/2011 and ID No. 239/2011].

(b) An Undertaking should be taken from the individual workmen to the effect that they have opted for the Instant Scheme subject to the outcome of ID cases mentioned at (a) above and excess payment, if any, accrued against them on account of incentive wages, shall be recovered from them unconditionally.

(c) The industrial Disputes, if any, pending in this regard before any forum, will be withdrawn by the Union(s) or settled before appropriate Forum with the concerned Union(s), prior to its implementation.

2. The Departmental Ancillary workers of inland depot and port workers (Godown Mazdoor of Vizag and Chennai).

The nature of work performed by the Ancillary labour and Godown Mazdoor is same and identical. The pay scale of Ancillary worker as applicable to the inland godowns having departmental labour other than Vizag and Chennai is same.

Existing pay scale for Godown Mazdoor and Ancillary worker are given as under.

S.No.	Designation	Pay scale	Name of depots
1.	Godown Mazdoor	7800-15800	Vizag (A.P.) and Chennai (T.N.)
2.	Ancillary worker	8100-18200	In all the inland depots functioning under Departmental system.

## FOOD CORPORATION OF INDIA

The matter has been examined and it was found that there is similarity in the nature of work being performed by the Godown Mazdoor and the Ancillary Labour. In order to remove disparity in the pay scale of Godown Mazdoor working in Port depot of Vizag and Chennai. Vis-à-vis Ancillary worker working in all the inland depots functioning under Departmental System is the same. Therefore, it has been decided to place the godown mazdoor working in Vizag and Chennai in the pay scale of Rs. 8100-18200 from the existing pay scale of Rs. 7800-15800.

### 3. Settlement of the new datum for double gunny baging and sling operations.

As recommended by Zonal Office (South), Chennai, the datum has been fixed as under:

Operation*	Norms (Bags per Person per shift)
Double gunny packing for export purpose	98
Unloading from truck and stacking in transit	245
Loading double packed gunny bags into ship from transit shed	(Taking pallet size 30 B/s)

\*10% of the original piece rate earned will be deducted when forklifts are used as per existing scheme.

These instruction will be applicable from the date of issuance of this circular.

Sd/-

(Dr. C.L. Ram)

General Manager (IR-L)

## FOOD CORPORATION OF INDIA

Annexure-36

No. IR(L)/4(57)/2002/Vol.-IV/PF

Dated : 17-08-2016

**Circular No. 8/2016**

**Sub : Implementation of circular No. 18 of 2005 dated 15-12-2005 (File no. IR(L)/4(52)/2002) regarding piece-rate incentive Scheme for handling bags weighing upto 50 kg by Departmental worker in Inland depots of FCI.**

Attention is invited to this office circular No. 18/2005 dated 15-12-2005 (Annexure-I) vide which norms for handling of 50 Kg bags by the departmental handling labour were circulated. These instructions were subsequently kept in abeyance vide circular No. 05 of 2006 dated 20-02-2006 (Annexure-II) In view of the industrial dispute raised by FCI Handling Workers Union and FCI workers Union before the RLC (C), Delhi and RLC(C), Kolkata respectively. The matter was later on referred for adjudication to the Central / Government Industrial Tribunal (CGIT)-cum-Labour Council, karkardooma Complex, Delhi. Term of which was as under : -

"Whether the demand of the Union for withdrawing the new incentive scheme announced vide Circular No.18/2005 dated 15-12-2005 is legal and justified? If not to what relief is the workman entitled?"

The Hon'ble Tribunal vide award dated 05-07-2016 published in the Gazette Notification on 11-07-2016 (Annexed as Annexure-III) has held that "the demand of the FCI unions for withdrawing the new incentive scheme announced vide circular No. 18/2005 dated 15-12-2005 is neither legal nor justified under the law Reference is answered accordingly ....."

It is further stated that the instant award has become implementable as per the provision of ID Act. The reference has been answered in favour of FCI and thus the circular No. 18 of 2005 is applicable w.e.f. 01.12.2005 in its letter and spirit. It is, therefore, requested that the calculation of incentive be done strictly in terms of Circular no. 18 of 2005 with immediate effect and an action plan may be made as per the age profile of the departmental workers to make recovery of excess incentive wages paid for the handling 50 kg bags as per the instructions contained in Hqrs. Letter No. IR(L)/4(31)/1998 dated 10.05.1999 vide which piece rate incentive scheme for handling of bags weighing above 66 kg and below 66 kg by the Departmental workers in inland godowns / depots was circulated. The workers of Borivili, Manmad, Panvel & Wardha of Maharashtra and Vishakapatnam of Andhra Pradesh had given an undertaking that in case the datum is revised to 135 bags then the excess amount will be refunded by the workers. Therefore recovery be made accordingly from them also and ATR be sent to this office.

Encl : As above.

Sd/

(Dr. C.L. Ram)

General Manager (IR-L)

## FOOD CORPORATION OF INDIA

No. IR(L)/4(52)/2002

Dated : 15-12-2005

### Circular No. 18/2005

#### **Sub :Piece Rate Incentive Scheme for handling bags weighing upto 50 kg by Departmental Workers in Inland depots of Food Corporation of India.**

Attention is invited towards Hqrs. letter No. IR(L)/4(31)/98 dated 10th May, 1999 vide which Piece Rate Incentive Scheme for handling of bags weighing above 66 kg and below 66 kg by the Departmental Workers in the inland Godowns / depots, was circulated.

2. At the time when the above scheme was implemented, the size of majority of the foodgrain bags in use was 95 kg or so and only a small quantum of bags of 66 kg or below were being handled in the Corporation.
3. Subsequently the size of foodgrain bags has been reduced to 50 kg each on ILO recommendations and now majority of the foodgrain bags is of 50 kg almost throughout the country. Therefore, a need was felt to have separate handling norms (datum) for handling 50 kg bags also by the Departmental workers. For this purpose, the study was entrusted to "Saxena Committee" for evolving suitable Handling Norms in respect of foodgrain bags weighing upto 50 kg each.
4. The "Saxena Committee" made deliberations on this issue and suggested norms for various operations for handling of the bags weighing upto 50 kg by Departmental workers.
5. The report of the said Committee has been considered in consultation with the Finance Division and the competent authority has accepted the recommendations of the Committee about handling norms for handling of bags weighing upto 50 kg by. Departmental workers in Inland Godowns / depots. The slabs of output beyond norms and the percent Incentive Piece Rates for such slabs, have been kept the same as are applicable in the existing Piece Rate Scheme in case of bags weighing above and below 66 kg.
6. Based on the recommendations of the Committee the competent authority has approved a Piece Rate Incentive Scheme also for handling bags each weighing upto 50 kg. by Departmental workers working in inland depots / godowns. A copy of the scheme is enclosed for implementation with effect from 1st December, 2005.
7. The payment of incentive wages to the departmental workers for handling bags upto 50 kg each may be regulated as per the enclosed incentive piece rate scheme w.e.f. 01-12-2005.
8. The existing Piece Rate Incentive, Scheme for Departmental Workers working in inland depots/godowns will remain operative 'as it is for handling of bags weighing above 50 kg
9. The compliance may be intimated to Hqrs.

Encl : As above

Sd/

(Sushil Nagpal)

General Manager (IR-L)

# FOOD CORPORATION OF INDIA

## PIECE RATE INCENTIVE SCHEME FOR HANDLING BAGS EACH WEIGHING UP TO 50 KG BY DEPARTMENTAL WORKERS OF THE FOOD CORPORATION OF INDIA

### 1. Short Title & Scope

- (a) The Scheme may be called piece rate "incentive Scheme" for handling of bags weighing up to 50 kg each by departmental workers working in the Godowns / depots etc. of the Food Corporation of India.
- (b) The Scheme shall apply to the following categories of Departmental workers :
  - (a) Sardar
  - (b) Mondal
  - (c) Handling Mazdoor
- (c) The scheme will be brought into force w.e.f. 1-12-2005.

### 2. Shift Hours

Effective shift hours shall remain the same as 7 hours excluding half an hour's lunch break  
(Ref. Hqrs. Circular No. 07/2002 Dated 4.4.2002  
Issued from file No. IR(L)/31(12)/97  
regarding working hours).

### 3. Manning Scale (Gang Strength)

A handling gang shall continue to consist of 1 Sardar, 1 Mondal and 12 Handling Mazdoors.

### 4. Procedure for Determination of Output

Same as is applicable in case of bags each weighing 66 kg and above and below 66 kgs.

### 5. General Norms of output

- a) Handling - 135 BAGS (each weighing upto 50 kgs) per Handling Mazdoor per day / shift.
- b) Height (stacking) - 10 bags high (for bags weighing up to 50 kgs each)
- c) Lead - 66 feet

Note : Stacking of bags will always refer to standard stacking of interlocking pattern with basis of standard size with a view to ensure optimum utilization of storage space.

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### 6. Norms / Datum For Various Operations (Per Handling Mazdoor Per day/Shift)

S.No.	Operations	No. of Bags
		<b>Weighing upto 50 kgs</b>
(i)	Unloading from truck and stacking inside godown	<b>135</b>
(ii)	Unloading from wagon and stacking inside godown	<b>115</b>
(iii)	Unloading from wagon and dumping on platform	<b>170</b>
(iv)	Removing the bags dumped and stacking inside the godown	<b>180</b>
(v)	Destacking in Godown and loading into trucks	<b>140</b>
(vi)	Destacking into Godown and loading into wagons	<b>120</b>
(vii)	Unloading from wagons and loading into trucks	<b>110</b>
(viii)	Standardisation / rebagging filling bags with loose grain including weightment	<b>055</b>
(ix)	Salvaging of damaged foodgrains including weightment	<b>040</b>
(x)	Breaking stack and restacking	<b>180</b>
(xi)	Weighment	<b>105</b>

### 7. Description of Important Items

(i)	Weighment	Same as is applicable in case of bags (each weighing 66 kg & above and below 66 kgs)
(ii)	Standardisation	
(iii)	Salvaging of damaged foodgrains	

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**8. Incentive Earning Beyond General Norms (Datum)  
At Para 5 Above (For Bagsweighing upto 50 KG Each)**

**(A) Handling Incentive (Per Handling Mazdoor)**

	<b>Handling Norm</b>	=	<b>135 bags</b>	<b>- Full wage</b>
(i)	Next 30 bags		Full wage for 30 bags + 8 % Extra	Full wage mean pay + D.A. + HRA For Actual Number of bags.
(ii)	Next 30 bags	-	Full wage for 30 bags + 13 % Extra	
(iii)	Next 30 bags		Full weigh for 30 bags + 35 % Extra	
(iv)	Beyond 90 bags	-	Full wage for actual no. of bags Handled is this slab + 50 % extra	

**(B) Weight Incentive (Per Gang)**

	<b>Height Norm</b>	=	<b>10 High</b>	<b>- Full wage</b>
(i)	11 to 12 high	-	@ 10% of full wages for actual No. of bags stacked in this slab	The percentage will be applicable for the respective slab provided the slab is completed as laid down.
(ii)	13 to 14 high	-	@ 25% of full wages	
(iii)	15 to 16 high	-	@ 30% of full wages	In case the height is not built upto the maximum of the slab, the workers will be entitled to the incentive at the rate prescribed for lower slab.
(iv)	17 to 18 high		@ 40% of full wages	
(v)	19 to above high		@ 50% of full wages	

**(C) Lead Incentive (Per Gang)  
Lead Norm : 66 feet**

(i)	67' to 99'	-	@ 15% of full wages for actual No. of bags carried in this Slab
(ii)	100' to 132'	-	@ 30% of full wages for actual No. of bags carried in this Slab
(iii)	133' to 165'	-	@ 50% of full wages for actual No. of bags carried in this Slab
(iv)	Above 165'		@ 100% of full wages for actual No. of bags carried in this Slab

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**Note :** "Full wage" means the proportionate wage for the actual number of bags handled, stacked or carried for lead, as the case may be, in respective slabs of output beyond norm / Datum.

### 9. Incentive For Sardar / Mondal

Same procedure as is applicable in the existing Piece Rate Incentive Scheme for bags weighing 66 kgs and above and below 66 kgs.

### 10. Payment of Incentive Beyond Shift Hours.

The general norm of output for handling is at Clause 5 above, would be divided by 7 hours to arrive at the hourly norm. If the handling worker works for one hour after shift hours and attains the hourly norm, then he would also be paid OTA wages at the rate as per the existing Rules & instructions on OTA. It is clarified that this payment for achieving the hourly norm during OTA period will be called OTA wages. However, the worker would be eligible for payment of incentive wages, for the output in excess of the hourly norm during OTA hours. Thus if a worker works on overtime for 3 hours, the incentive will be payable for the number of bags handled in excess of the number of bags required to be handled in 3 hours as per the hourly norm.

### 11. Incentive Earnings for output Beyond Hourly Norm (datum) During Overtime Period

(For bags weighing up to 50 Kgs each)

I	HANDLING INCENTIVE (PER HANDLING MAZDOOR)		
(i)	Handling Norm	=	19 bags per hour
(ii)	First 5 bags above norm	-	Full wage for 5 bags + 8% extra
(iii)	Next 5 bags above norm	-	Full wage for 5 bags + 15% extra
(iv)	Next 5 bags above norm	-	Full wage for 5 bags + 35% extra
(v)	Beyond 15 bags	-	Full wage for actual number of bags Handled in this slab + 50 % extra

### II) HIGHT INCENTIVE PER GANG

- As per Clause 8 (B) above concerning Lead incentive.

### III) LEAD

- As per Clause 8 (C) above concerning Height incentive.

### 11. GENERAL

(i) The other terms & Conditions shall be the same as incorporated in the existing Piece Rate incentive Scheme for bigger bags.

(ii) This scheme will be made effective from 1.12.05. This will be applicable to the departmental workers only and will remain in force till further order.

(iii) Full wage means = Pay + DA + HRA Per bag wage shall be calculated by dividing the daily wage of the worker by 135 bags (each weighing upto 50 kg) and it would be applied for all operations.

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No. IR(L)/4(31)/98

Dated : 10-05-1999

1. **The Zonal Manager, Food Corporation of India, Zonal Office,  
New Delhi/Calcutta/Guwahati/Mumbai/Chennai.**
2. **The Sr. Regional Manger  
Food Corporation of India, Regional Office,  
New Delhi / Lucknow / Chandigarh (Haryana/Punjab)/Jaipur/Shimla/Calcutta/Patna  
/Bhubaneshwar/Guwahati/Shillong/Bhopal/Ahmedabad/Mumbai/Bangalore.**

**Sub : Bipartite Settlement under Section 18(1) of the Industrial Disputes Act, 1947 and Rule 58 of Industrial Disputes (Central) Rules, 1957 between FCI Management and FCI workers' Union**

**Sir,**

Negotiations were held with the FCI Workers union in respect of the demands raised by them in their notice dated 16th June, 1998. After protracted discussions and negotiations with the authorized representatives of the FCI Workers Union, a Settlement in respect of following. I demands has been signed with the FCI workers union on 13-03-1999 :

- (i) Revision of piece rate incentive scheme in respect of departmental workers.
- (ii) Conversion of present three Member committee system functioning in Punjab Region as Direct Payment System.
- (iii) Upgradation of 'B' Category of Chakradharpur Depot as Departmental labour.

A copy of the settlement is enclosed.

**2. Necessary action may be taken to implement the agreed terms of the settlement as follows :-**

**3. Revision of Piece Rate Incentive Scheme in respect of Departmental workers.**

**(Case file No. IR(L)/4(5)/92)**

The revised Piece Rate incentive Scheme as given in Annexure 'A' will be implemented w.e.f. 1.4.1998 for departmental labourers employed for doing handling operations of bags in depots / godowns. Adhoc relief at the rate of 45% which was applicable in the pre-revised scheme will not be allowed in the revised scheme which is made effective from 01-04-1998. As such, the adhoc relief already paid @ 45 % from 01.04.1998 will be adjusted against the amount which will be payable as per the revised Piece Rate Incentive Scheme.

4. The mode of calculations of incentive wages will now be based on the daily wage comprising of basic pay plus DA plus HR, for 70 bags instead of existing system of 90 bags. As such, the output under various operations shall be unified to the handling norm of 70 bags per Handling Mazdoor / shift for allowing incentive for output beyond 70 bags per worker, as follow :-

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<u>Handling norm of 70 bags (big)</u> Handling Norms of the respective operation.	X	Actual number of Bags. Handled in the respective operation.
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**5. For example :**

It a gang of 12 Handling Mazdoors has handled 960 bags in the operation No. (ii) of the enclosed scheme and 600 bags under operation No. (vi) of the scheme then the unification of output to bring at norm of 70 bags per worker for the purpose of incentive earnings, shall be as under :-

i) Unification for output =  $\frac{70}{90} \times 960 = 746.6$  say 747 bags per gang

or  $\frac{717}{12} = 59.75$  Say 60 bags per Handling Mazdoor

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No. IR(L)/4(12)/2002/Vol.II

Dated:20/22 feb 2006

### CIRCULAR NO.05/2006

**Sub: Piece Rate Incentive Scheme for handling bags weighing upto 50 kg by Departmental Workers in inland depots of Food Corporation of India.**

Attention is invited to Hqrs. Circular No.18/2005 dated 15th December 2005, issued from the file of even no. of the subject cited.

Where as the Regional Labour Commissioner(Central), New Delhi is seized of the Industrial Dispute vide her letter No. ND8(1)/2006-PA dated 17.01.2006(copy enclosed) in the above matter, the RLC(C) , New Delhi has drawn the attention of the Management to the provisions contained in Section 33 of the Industrial Dispute Act, 1947.

Therefore it has been decided by the competent authority that the implementation of circular No. 18/2005 dated 15.12.2005 with regard to the payment of incentive wages as per revised norms to the departmental workers is stayed till the dispute is pending before the RLC(C), New Delhi.

**Encl : As Above**

Sd/-

**(J. P. GUPTA)**

**Dy. GENERAL MANGER (IR-L)**

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Annexure-37

No. IR(L)/4(52)/2002/Vol.III

Dated: 08.10.2012

Circular no. 17/2012

**Sub: Revision of rates of extra wages for loading/unloading gunny bales by the Departmental Labour & Procedure for merging foodgrain handling operations with gunny bale handling operation in exigency.**

## I. UNIFICATION OF NORMS FOR GUNNY BALES WITH BAG OPERATIONS

Attention is invited to this office Circular No. 15/2011 dated 13.09.2011 vide which it has been clarified that the unification of norms shall not be done if both the operations i.e.,(i) gunny bales handling and (ii) handling of foodgrain bags, are carried in a day by labour Gang simultaneously. In this regard, FAP Division, Hqrs. has reported that difficulties are being faced by the field in calculating incentive wages if both these operations are carried out, simultaneously by a labour gang in a day. It has also been reported that the Departmental Labour gangs are performing these two operations simultaneously in a day in exigency.

2. In this regard, efforts should be made by field offices to ensure that these two operations are not performed simultaneously by a labour gang to avoid unification of different norms.

3. The matter relating to unification of norms of these two handling operations in operational exigency has been examined. It has been decided that if a labour gang has performed these two operations simultaneously, calculation of the incentive wages would be done as given under:

(a) As per the existing scheme, the output of foodgrain bags under various operations will be unified to the handling norm of 105 bags per handling worker/shift for allowing the incentive beyond 105 bags as per the formula given below

**UNIFORM HANDLING NORMS OF 105 BAGS** X Actual number of bags handled in the Handling norms of respective operation

(b) Thereafter the output of foodgrain bags so arrived above, would be merged with the output of gunny bales for the purpose of calculation of the incentive/extra wages per worker for the day.

(c) In this case per capita output of Handling Labour after conversion will be  $= (215/15) = 14.33$  bales.

(d) In addition to these two operations, a handling labour has handled five bales.

Total output of a handling labour would be 19.33 bales(c+d). Therefore a Handling labour will be entitled for normal wages for 7 gunny bales+incentive/extra wages for 12.33 bales.

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### II. REVISED RATE OF INCENTIVE FOR GUNNY BALE OPERATIONS

Attention is also invited to Headquarters letter No. IR(L)/4(5)/93/Vol.I dated 29.11.2011 vide which incentive wages rates for the handling of gunny bales were revised. The matter relating to revision of the rates has been examined in consultation with Finance Division. It has been decided to enhance the rate for handling of gunny bales as detailed below:

S. No.	Operation	Norm per worker per day	Rate payable per bale after completion of norms
	Unloading gunny bales from truck/wagon and dumping on the platform and stacking in the godown upto 4 height wherever the space is available.	7 bales per worker per day	Rs 61/-
	Destacking/Removing the bales from godown and loading inside the truck/wagon	7 bales per worker per day	Rs 76/-

NOTE: (a) "The operation at (1) includes unloading/dumping and stacking of bales and the operation(2) includes destacking/removing and loading of bales. In case part of the operation is performed, the rate norm will be adjusted proportionately."

(b) Shifting of bales within the godown will be treated as part operation.

These instructions will be applicable from the date of issue of this circular.

**(S.K.Swain)**  
**Dy. General Manager(IR-L)**

# FOOD CORPORATION OF INDIA

Annexure-38

No. IR(L)/4(52)/2002/Vol.III/64

Dated: 22/28.01.2014

Circular no. 05/2014

**Sub: Extra wages (incentive wages) for loading/unloading of gunny bales by the departmental worker and procedure for merging food grains handling operations with gunny bale handling operations.**

The instructions contained in this office circular No.17 of 8/10.10.2012 followed by another circular No. 08/2013 both issued form file No. IR(L)/4(52)/2002/Vol.III on the above cited subject have been reviewed for the reasons given as under and stands superseded.

1. That handling operations of foodgrains bags are basic operation in FCI, whereas gunny bales operation is minimal.

2. The procedure of unification of bags as contained in the incentive wages circular no. IR(L)/4(31)/98 dated 10/11.05.1999 envisages that unification of bags handled for operations will be done with the handling norm of 105 bags ( Base operation i.e. unloading from truck and stacking inside godown)

3. The difficulties being experienced in making unification of different operations of gunny bales and foodgrain in the FAP module.

The matter was examined in consulatation with Finance Division and it is decided that since handling of foodgrain bags are the basic operation, therefore the gunny bales operation has to be converted into foodgrain bags wherever combined operation takes place. For this purpose 1 gunny bags will be considered as equivalent to 15 bags of 50 kg packing.

## Manual Handling

S. No.	Operation	Norm per worker per day	Ratio of unification of gunny bales with foodgrain bags
1	Unloading of gunny bales from truck/wagon and dumping on the platform and stacking in the godown upto 4 height wherever the space is available.	7 bales per worker per day	One gunny bale will be equivalent to 15 bags
2	Destacking/Removing the bales from godown and loading inside truck/wagon	7 bales per worker per day	-do-

The operation at ( ) includes unloading/dumping and stacking of bales.

(2) Includes de-stacking/removing and loading of gunny bales. In case part of the operation is performed the rate norm will be adjusted proportionately.

b. shifting of bales within the godown will be treated as part operation.

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### HANDLING GUNNY BALES THROUGH WHEEL BARROW AS DETAIL BELOW:

S. No.	Operation	Norm per worker per day	Ratio of unification of gunny bales with foodgrain bag
1	Unloading gunny bales from truck/wagon, dumping on platform and stacking in side the Godown with the aid of whell borrow	22(Bales)	One gunny bale will be equivalent to 5 bags
2	Destacking gunny bales from godown and loading inside truck/wagon	17(Bales)	One gunny bale will be equivalent to 6 bags

NOTE: (a) "The operation at (1) includes unloading/dumping and stacking of bales and the operation(2) includes destacking/removing and loading of bales. In case part of the operation performed, the rate norm will be adjusted proportionately."

(b) Shifting of bales within the godown will be treated as part operation.

These instructions will be applicable from the date of issue of this circular.

**(Dr. C.L.Ram)**

**General Manager(IR-L)**

# FOOD CORPORATION OF INDIA

Annexure-39

No. IR(L)/4(13)94

Dated: 16.11.1994

## CIRCULAR

### **Sub: Revision of rates of Summer / Winter uniform to Departmental Labourers**

The Departmental Labourers are being supplied winter and summer uniform within the ceiling amount and also the stitching charges as prescribed for Class-IV employees from time to time as per Terms of the MOU dated 30.05.1989 signed with FCI workers Union.

The Handling Labourers and Ancillary Labourers at present are supplied with one set of winter uniform (one woollen sarge trousers, one woollen sarge full shirt) for every two years.

In terms of the MOS signed on 1st November, 1994 between the Management of the FCI and the representatives of FCI Workers Union, it has been decided that the departmentalised handling and ancillary labours shall be given woollen coat in place of woollen Sarge for Trousers as part of the winter uniform. The length of cloth for the items of winter and summer uniforms to be provided to the departmental labour henceforth be at par with Class-IV employees of the Corporation. The stitching charges for these uniforms to be given to labourers should also be paid/raimbursed by the Corporation shall be at same rates as applicable to Class-IV employees of Corporation.

The other terms and conditions for supply of uniform to Labour shall remain unchanged.

These instructions will be effective from 1st November, 1994.

These Instructions will not supply to the depots of Maharashtra Region excepting Nagpur and Gondia.

**(P.M. KHEDKAR)**

**MANAGER (IR-LABOUR)**

## FOOD CORPORATION OF INDIA

Annexure-40

No. IR(L)/4(54)/2000

Dated: January 19/20, 2005

The Zonal Manager (N/E/W/NE),  
Food Corporation of India,  
NOIDA/KOLKATA/MUMBAI/GUWAHATI

The Sr. Regional Manager,  
Food Corporation of India,

**Sub: Conversion of cadre from Ancillary Labour to Handling Labour in departmental labour category doing food handling operations in various depots / godowns -reg.**

The matter relating to conversion of Cadre from Ancillary Labour to Handling Labour was discussed with the representatives of FCI Workers Union in a meeting held in Hqrs. on 27th December, 2004. The following guidelines are hereby conveyed for conversion of Cadre from Ancillary Labour to Handling Labour in departmental Labour category:

- i. The vacancy / vacancies of Handling Labour in the gang may be filled in by options to the available Ancillary Labour in the depot. The senior most Ancillary labour, out of such optees, may be given preference to this Handling Labour subject to fitness for the post of Handling Labour i.e. he should not be a handicapped person and should be able to pass a test of loading / unloading at least 90 big bags (each weighing more than 65 kg) or 135 small bags (each weighing 65 kg or less) in a day / shift. It may be ensured that such change of cadre to Handling Labour should be against a clear vacancy of Handling Labour.
- ii. He will be the junior most Handling Labour in the gang and will not have any lien in the capacity of Ancillary Labour.
- iii. The vacancy of Ancillary Labour which would occur on account of change of cadre as Handling Labour will stand abolished in view of surplus labour available in the FCI.
- iv. The basic pay of the incumbent will be fixed in the appropriate stage available in the pay scale of Handling Labour without giving any increment in the scale of pay of Ancillary Labour as the conversion of cadre will be optional and on his request.
- v. However, while implementing the change of cadre from Ancillary Labour, it may be ensured that the work meant for Ancillary Labour is not adversely affected.

The competent authority to allow change of cadre, as above, shall be Regional Manager / Sr. Regional Manager and accordingly the office order in this regard may be issued by District Manager concerned.

Yours faithfully,

(P.C. PATHAK)  
MANAGER (IR-LABOUR)

Copy to:

Joint Secretary, FCI Workers Union, 58/1, Diamond Harbour Road, Kolkata

# FOOD CORPORATION OF INDIA

Annexure-41

No.IR(L)/4(20)/2006

Dated : 06/07.04.2010

## CIRCULAR NO. 3/2010

Sub: Light Duty to the Departmental Labour as per the procedure in vogue and protection under "Persons with Disability (Equal Opportunities ,Protection of Rights and Full Participation) Act 1995" in respect of laboures engaged under Departmental System

The instructions on the light duty to the Departmental Handling Labour, conversion of their cadre and dispensation of their services in the event of total disablement as contained in the circular No.6/99 dated 30.03.99 (File No. IR(L)/21(4)/81/Vol.I) are modified as under on the basis of the provision of Act mentioned in the subject.

2. **Light Duty as Ancillary Labour (Maximum for 15 months)** GM(Region) is the competent authority. The Departmental workers, who is temporarily disabled on account of injury or certain diseases as mentioned hereunder may be allowed light duty as Ancillary Workers for the period as the Medical condition warrants and as certified by the competent authority that the workers is not fit for doing handling work for the said period subject to the maximum period of 15 months with the condition of periodical review of six months :-

- a. Skeletal disorders as certified by Orthopedic Surgeon to whom the case may be referred to by the FCI.
- b. Tuberculosis of Lungs.
- c. Cogastivice cardiac failure.
- d. Cancer.
- e. Lung infection, heart trouble, asthma, paralysis, myopia and eye cataract and such other diseases which render him unfit temporarily for doing the handling job on the basis of the Medical Certificate issues either by the Government Hospital or FCI Medical Officer.

2. **Conversion of Cadre / Re-appointment as Ancillary Labour** ED (Zone) is Competent Authority. The Departmental Food grain Handling Workers who were injured while on duty and whose injury had rendered them unfit, permanently for heavy work that they were performing may however be re-appointed without termination of their services and with the benefit of continuity of service as Ancillary Worker provided that

- (a) They request in writing for appointment in lower post unconditionally;
- (b) They are certified as fit for light work / duty by the competent Medical Authority.
- (c) There is vacancy of Ancillary Worker in concerned depot/ ports.
- (d) The wages of such workers would be refixed in the lower scale applicable to Ancillary Workers by giving increment on the basis of number of completed years of services rendered by them as handling labourers.

3. Protection under "Persons with Disability {Equal Opportunities, Protection of Rates and Full Participation Act 1995" Section 47 of the Persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act 1995 provides as under:

**(1) "No establishment shall dispense with or reduce in rank, an employees who acquires a disability during his service safeguards of this provision .**

**Provided that, if an employee after acquiring disability is not suitable for thepost he was holding could be shifted to some other post with some pay scale and service benefit.**

**Provided, further that if it is not possible to adjust the employee against any post, he may be kept on a supernumerary post until a suitable post is available or he attains the age of superannuation whichever is earlier."**

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(2) The Departmental labourers who acquire any of the following disabilities during his service and becomes permanently disabled to perform their duty will be given benefit of Section 47 of the Act as above on the basis of disability Certificate issued by the competent authority. The format of the disability certificate to be issued by the competent authority as per above Act is enclosed :-

**DEFINITION OF DISABILITIES"** Definitions of categories of disabilities are given below:-

**(I) (a) Blindness: "Blindness" refers to a condition where a person suffers from any of the following conditions namely:**

**(i) Total absence of sight; or**

**(ii) Visual acuity not exceeding 6/60 or 20/20 (snellen) in the better eye with correcting lenses; or**

**(iii) Limitation of the field of vision subtending an angle of 20 degree or worse;**

**(b) Low vision : " Person with low vision" means a person with impairment of visual functioning even after treatment or standard refractive correction but who uses or is potentially capable of using vision for the planning of execution of a task with appropriate assistive device.**

**(II) Hearing Impairment: "Hearing Impairment" means loss of sity decibels or more in better ear in the conversational range of frequencies.**

**(III) (a) Locomotor disability: ""Locomotor disability means disability of the Bones, Joints and muscles leading to substantial restriction of the movement of the limbs or any form of cerebral palsy."**

**(b) Cerebral Palsy: " Cerebral Palsy" means a group of non-progressive conditions of-a person characterized by abnormal motor control posture resulting from brain insult or injuries occurring in the prenatal, peri-natal or infant period of development.**

**(c) All the cases of orthopaedically handicapped persons would be covered under the category of "locomotor disability or cerebral palsy."**

ED(Zone) is the Competent Authority for considering cases as per above Act.

#### **4. Dispensation of Services**

The Departmental labourers , who are declared totally unfit for employment either because of Injury while on duty or due to causes directly attributed to employment or are not eligible for the protection under section 47 of Act Persons with Disability (Equal Opportunities, Protection of Rates and Full Participation Act 1995) on the basis of disability certificate issued by the competent authority, will be retired from service after payment of compensation under the Workmen Compensation Act and admissible terminal dues.

The services of the departmental labour who have acquired disability during the service and are not eligible for protection as per the provisions of this Act in furtherance to the disability certificate issued by the competent authority envisaged in the Act in question, will also be dispensed with after payment of the admissible terminal dues. ED(Zone) will be competent authority to decide these cases.

The other terms and conditions as contained in the Circular No.6/99 dated 30.03.1999 (File No. IR(L.)/1(4)/81/Vol.i) to grant light duty for the temporary displacement to the Departmental Handling Labour will remain unchanged.

**(S.K. SWAIN)**

**DY.GENL.MANAGER(IR-L)**

# FOOD CORPORATION OF INDIA

Annexure-42

No.IR(L)/31(15)/2004/

Dated : 04.03.2003

## Circular No. 05 / 2003

### **Sub: Recruitment procedure - appointment of next kin of departmental deceased or workers retired on medical ground in relaxation of procedure of getting sponsored through Employment Exchange.**

As per the existing instructions, instructions, as contained in Hqrs. Circular No. 24 (8) /75-IR (P) dated 2nd Feb., 1977, 12th January, 1978; 27th November, 1980 ; and 14th April, 1981 the dependant of the deceased departmental worker who dies in harness and the dependants of the departmental workers retired on medical ground by FCI can be appointed on compassionate ground without sponsoring their names through Employment Exchange. There is also a scheme issued vide Hqrs. Circular No. IR(L)/31(27)/87 dated 3.7.1996 that benefit of compassionate appointment shall be extended to male dependant of those departmental workers who seek retirement on medical ground at their own request subject to certain terms and conditions laid down therein. It was also clarified vide Hqrs. Circular No. IR(L)31(2)/96 dated 6.8.1997 that only a WIDOW (who has not remarried) or son or daughter of deceased departmental worker can be considered for appointment on compassionate ground. Further, it was also clarified vide Hqrs. Circular No. IR (L)/31(15)/96 dated 22nd July, 1997 that appointment on compassionate ground may be given to the female dependant of the deceased departmental workers against the post of Ancillary Labour in exceptional cases where no male dependant is available in the family at the point of time.

The existing scheme of appointment of next kin and kith of departmental workers under the above mentioned schemes have been reviewed in the light of ruling contained in the various judgements and instructions of Govt. of India for considering cases of compassionate appointment. It has been now decided that henceforth the principle of ceiling limit of 5% of vacancies ear-marked for the direct recruitment at entry level post for appointment on compassionate ground under various labour systems as already applicable in case of employees of the Corporation will also be followed in case of appointment on compassionate ground in respect of departmental labour system as per the existing schemes. The limits of 5% quota on appointment on compassionate grounds can not be increased or relaxed in the light of the instructions of Govt. of India.

#### Determination / Availability of Vacancies :

The compassionate appointment in case of departmental labour can be made upto a maximum of 5% of vacancies failing under direct recruitment quota. The appointing authority will hold upto 5% of vacancies in this category to be filled up on compassionate appointment. The sanctioned strength as on 30th November, 2002 will be taken to calculate the vacancies ear-marked for compassionate appointments. The post of Ancillary and Handling Labour will be clubbed to consider appointment on compassionate ground. Female dependant will be appointed as per existing instructions against the post of Ancillary Labour. It will be open for appointing authority to accommodate the person in the waiting list for compassionate appointment in place where vacancies are available.

All the concerned are advised to consider case of compassionate appointment under their jurisdiction in the light of these modified instructions.

(GD Gupta)

Manager (IR-Labour)

# FOOD CORPORATION OF INDIA

No. IR(L)/4(02)/2007

Annexure-43  
Dated : 21.11.2007

## Circular No. 13 / 2007

**Sub: Recruitment procedure for appointment of next kin of Department Workers who seek retirement on medical ground at their own request in relaxation of getting procedure of getting sponsored from Employment Exchange.**

Attention is invited to this office Circular No. IR(L)/31(27)/87 dated 03.07.1996 relating to extension of benefit of compassionate ground appointment to the dependent of the Departmental workers who seek retirement on medical ground at their own request subject to the condition laid therein. As per the instructions contained in the aforesaid Circular, the candidates / dependents seeking appointment on compassionate ground are required to submit their application in the prescribed proforma. The compassionate appointment cases are being regulated in furtherance to the instructions contained in this office Circular 5 of 2003 dated 04.03.2003 issued from file No. IR(L)31(15)/96/Vol.II, within the ceiling limit of 5% of the vacant vacancies. It has been observed that the Departmental workers particularly in UP Region had submitted conditional application for retirement on medical ground which were accepted by the concerned Area Managers / General Managers without pointing out waiver of conditional remarks contained therein, which subsequently led to Legal complications. Needless to mention that appointment on compassionate ground is subject to availability of vacancies even in the cases where the Departmental workers have sought retirement on medical ground at their own request. The Hon'ble Supreme Court of India in Civil Appeal No. 3451 of 2006 (Food Corporation of India & others V/s. Ramkesh Yadav and others) observed as under:-

1. The Appellant of Food Corporation of India (for short FCI) introduced a Scheme for granting compassionate appointment of dependents of departmental workers who died while in service or who are retired by FCI on medical grounds vide circular dated 02.02.1997. By a subsequent circular dated 03.07.1996, the said benefit of compassionate appointment was extended to dependants of departmental workers who sought voluntary retirement on medical grounds at their own request, subject to the conditions stipulated in the said circular. The Conditions in brief are :

- a) The worker should seek voluntary retirement on medical grounds before completing the age of 55 years.
- b) Such request should be accompanied by a medical certificate issued by an Authorised Medical Officer, subject to verification by FCI.
- c) The benefit of compassionate appointment shall be given only to a male dependant, (of the age group between 18 years and 30 years), that too in the handling labour category, subject to an Authorised Medical Officer confirming the medical fitness of such dependant to handle / carry bags or big size.
- d) The applicant for compassionate appointment shall be made in the prescribed form, within three months from the date of retirement.
- e) Compassionate appointment will be given only in deserving case, that is, where there is no earning member in the family of the retired worker, or where it is found that the financial benefits which are available to the worker on retirement will not be sufficient to meet the needs for running the family.

The Scheme designated the Senior Regional Manager / Regional Manager as the competent authority and made it clear that compassionate appointment is discretionary. The Scheme stated :

Notwithstanding anything contained in the above, the compassionate ground appointment is not as a matter of right but purely at the discretion of the competent authority taking into the account the circumstances and conditions of the family of the medically retired workers and also subject to availability of vacancy.

3. The Second Respondent was working as a Departmental workers (Handling Labour) in the Azamgarh Food Storage Depot of the appellant. The date of birth of second respondent was 06.02.1944. In the usual course, he

would have attained the age of superannuation on 06.02.2004. The second respondent made a composite application dated 26.04.1999 seeking compassionate appointment to his son (the first respondent) on his voluntary retirement on medical grounds, standing thus :

Sub. : Appointment of my son Sri Ram Kesh in consideration of my retirement on medical ground.... as I am unable to do handling work of loading due to inability of carrying bags, I desire to go on retirement on medical ground, if my above named son would be provided with an employment in my place as handling labour. Further, I am the only earning member of my family and on my retirement if none of my family is employed, the entire family would be out to suffer hardship .....kindly allow me to go on retirement on medical ground and provide employment to my above named son in my place as handling labour...

As on the date of the said application (26.04.1999), his age was 35 years 2 months and 20 days. In pursuance of the said application, the second respondent was retired from service as on 31.07.2000 made office order dated 29.07.2000. Before that date, the Azamgarh Branch of FCI had also forwarded a proposal dated 26.05.2000 to its Lucknow Regional Office, for appointing the second respondent's son (first respondent) on compassionate grounds. The Regional office rejected the said request for compassionate appointment refer dated 19/21.12.2001 addressed to the Azamgarh Office on the ground that second respondent was aged 55 years 2 months and 20 days as on the date of application as against the maximum age of 55 years prescribed under the scheme. As the said rejection was not communicated to the respondents, they went on approaching the Azamgarh office for first Respondent's appointment. Ultimately, they took up the matter through the Vice-President of the Employees Union on 10.03.2003. Only, thereafter, that is on 21.03.2003, a copy of the said order of rejection dated 19/21.12.2001 was made available to the Respondents. Immediately, the respondents filed CM WP No. 13032 of 2003 for quashing the order dated 19/21.12.2001 and seeking a direction to FCI to appoint the first respondent to the post of handling labour in place of second respondent who had retired on medical grounds.

4. The said writ petition was resisted by FCI on the ground that the first respondent was not entitled to appointment on compassionate grounds, as the second respondent had already crossed the age limit of 55 years when he made the application on 26.04.1999.

5. As rightly contended by FCI, the issue of voluntary retirement of an employee on medical grounds and the issue of compassionate appointment to a dependent of such retired employee are independent and distinct issues. An application for voluntary retirement of an employee, an application for appointment of a dependent on compassionate grounds can be made.

Compassionate appointment of a dependent is not an automatic consequence of acceptance of voluntary retirement. Firstly, all the conditions prescribed in the Scheme dated 03.07.1996 should be fulfilled. Even if all conditions as per guidelines are fulfilled, there is no right to appointment. It is still a matter of discretion of the competent authority, who may reject the request if there is no vacancy or if the circumstances and conditions of the family of the medically retired worker do not warrant grant of compassionate appointment to a dependent. Therefore, the observation of the High Court in that following the request of the employee for voluntary retirement on medical grounds and rejecting the application of the dependent for compassionate appointment on the ground of non-fulfilment of conditions of scheme would amount to taking inconsistent stands, is clearly erroneous.

6. But on facts, this case is different. The second respondent's application dated 26.04.1999 was a composite application for conditional voluntary retirement on medical grounds, subject to appointment of his son in his place. The second Respondent had thus clearly indicated that if employment on compassionate ground was not provided to his son, he was not interested in pursuing his request for retirement on medical ground. FCI ought to have informed that employee that he could not make such a conditional offer of retirement contrary to the scheme. But for reasons best known to itself, FCI did not choose to reject the conditional offer, but unconditionally accepted the conditional offer. There lies the catch.

7. When an offer is conditional, the offeree has the choice of either accepting the conditional offer, or rejecting the conditional offer, or making a counter offer. But what the offeree cannot do, when an offer is conditional to

accept a part of the offer, which results in performance by the offeror and then reject the condition subject of which the offer is made.

8. In the context of second Respondents conditional offer or voluntary retirement contained in the letter dated 25.04.1999. FCI had therefore, the following options:-

(a) Reject the request for voluntary / retirement on the ground that a condition after was contrary to the Scheme and it was not whiling to consider any condition offer.

(b) Reject the request for voluntary retirement on the ground that a

(c) Require the employee to make separate applications for voluntary retirement on medical grounds and for compassionate appointment strictly as per rules and the scheme.

(d) Accept the request of the employee for voluntary retirement on medical ground subject to the condition stipulated by the employee and provide appointment to his son on compassionate grounds.

When FCI accepted the offer unconditionally and retired the second respondent from service by office order dated 29.07.2000, it was implied that it accepted the conditional offer in entirety, that is the offer made (voluntary retirement) as also the Condition subject to which the offer was made (appointment of his dependent son on compassionate grounds). In his application, the second respondent made it clear that he desired to retire voluntarily on medical grounds only if his son (First respondent herein) was provided with employment. If FCI felt that such a conditional application was contrary to the Scheme or not warranted, it ought to have rejected the application. Alternatively, it ought have informed the employee that the compassionate appointment could not be given to his son because he (the employee) had already completed 55 years of age and that it will consider his request for retirement on medical grounds delinking the said issue of retirement, from the request for compassionate appointment. In that event, the employee would have had the option to withdraw his offer itself. Having denied him the opportunity to withdraw the offer and having retired him by accepting the conditional offer, FCI can not refuse to comply with the condition subject which the offer was made.

Keeping in view above observations of Hon'ble Supreme Court, all the GM(Region / Area Managers to advised to )

medical ground at their own request and ensure that no conditional application which contains condition for appointment on compassionate ground of his dependent after his retirement may be accepted and while conveying sanction for retirement, it may be ensured that no commitment is made for automatic appointment of his dependent on compassionate ground. It is open fact that appointment on compassionate ground. It is open fact that appointment on compassionate ground is a welfare measure and can not be claimed as matter of right. It is subject to availability of the vacancies.

**(Anil Kapoor)**  
**Asstt. General Manager (IR)**

## FOOD CORPORATION OF INDIA

No.IR(L)/4(46)/2004/Vol.II

Annexure-44  
Dated : 24.06.2008

The Executive Director(Zone)  
Food Corporation of India  
Zonal Office (North)  
Noida

**Sub: Appointment on compassionate ground of the legal heirs of Departmental / DPS labour within the ceiling limit of 5%**

Sir,

Please refer to your office letter No. IR-18(29)/99-07/NZ/vol.v/392 dated 12.05.2008 on the above cited subject.

In this connection, It is stated that sanction strength in respect of Departmental and DPS system workers circulated vide this office letter No. IR-L/1(21)/2005 dated 27th November 2007 may be taken into consideration to calculate the 5% vacancies to be earmarked for compassionate appointments. As regards determination / availability of vacancies within the ceiling limit of 5% instructions contained in this office Circular No.4 of 2003 and Circular No.5 of 2003 both dated 04.03.2003 are explicitly clear

Yours faithfully

(S.K. SWAIN)  
DY. GENERAL MANAGER(IR-L)

## FOOD CORPORATION OF INDIA

Annexure-44

No.IR(L)/4(46)/2004/Vol.II

Dated : 24.06.2008

**The Executive Director(Zone)**  
**Food Corporation of India**  
**Zonal Office (North)**  
**Noida**

**Sub: Appointment on compassionate ground of the legal heirs of Departmental / DPS labour within the ceiling limit of 5%**

Sir,

Please refer to your office letter No. IR-18(29)/99-07/NZ/vol.v/392 dated 12.05.2008 on the above cited subject.

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Yours faithfully

(S.K. SWAIN)  
DY. GENERAL MANAGER(IR-L)

## FOOD CORPORATION OF INDIA

Annexure-45

No.IR(L)/4(46)/2004/Vol.VI

Dated : 09.04.2013

### Circular No.03/2013

**Sub: Procedure for appointment on compassionate ground of legal heirs of Departmental workers who died on work spot.**

Attention is invited to this office circular No.5/2003 dated 04/13.03.2003 (File No. IR(L)/31(15)/96/Vol.II) vide which instructions for compassionate appointment of next kith and kin of the departmental workers within the ceiling limit of 5% vacancies of direct recruitment were issued. At present, compassionate ground appointment of next kith and kin of the departmental workers are being considered by the respective GM(Region) subject to availability of vacancies within the ceiling limit of 5% in the following circumstances :-

- i) Next kin & kith of deceased departmental worker;
- ii) Next kin & kith of departmental workers who is retired on medical ground by FCI; and
- iii) Dependents of departmental workers who sought retirement on medical ground at their own request on or before attaining the age of 55 years. In this case appointment on compassionate ground is being allowed to the male dependent only against the post of Handling Labour who has not attained the age of more than 30 years.

The labour unions have been demanding time and again that the dependents / next kith and kin of those departmental workers who died on work spot while performing the duties may be considered irrespective of the 5% ceiling limit, on humanitarian ground to mitigate the financial hardships of the family members who are left in the indigent condition. The demand of the union has been examined for redressal of the grievances of the workmen / union. The Board of Directors of FCI in its meeting held on 18.03.2013 (355th BD) has authorized CMD, FCI to approve such cases of compassionate appointment of next Kith & Kin of workers who died on work spot within the Regions/Zones concerned irrespective of ceiling of 5% of total vacancies under DR quota subject to the condition that the total number of cases of compassionate appointment should not be allowed to exceed 5% of the total vacancies (on All India basis) under DR quota.

It is requested that number of vacancies available within the ceiling limit of 5% may be calculated zone/region-wise as per the existing instructions and be sent to this office on priority. Further, all the EDs(Zone)/ GMs(Region) may send the cases of compassionate appointment of dependent of those departmental workers who died at work spot while performing duties after examining their eligibility within the laid down parameters, to headquarters for consideration / decision.

(S.K. SWAIN)

DY. GENERAL MANAGER(IR-L)

# FOOD CORPORATION OF INDIA

Annexure-46

No. IR(L)/3(1)/88-Vol.V

Dated: 16.10.2012

## Circular No. 20/2012

**Sub:- Payment of Subsistence Allowance to the departmental workers and Direct Payment System (DPS) workers placed under suspension or deemed to have been under suspension pending investigation or inquiry into complaints or charges of misconduct.**

Attention is invited to clause 16(1)(b) of the Certified Standing Orders applicable to Departmental Workers which reads as under :-

**"A workman who is placed under suspension under clause (a) shall during the period of such suspension be paid a subsistence allowance as per the provisions of the Section 10 A of the Industrial Employment (Standing Orders) Act, 1946."**

2. So far as DPS workers are concerned, until the Standing Orders are certified, the provisions of the Industrial Employment (Standing Orders) Act, 1946 apply.

3. Section 10 A of the Industrial Employment (Standing Orders) Act, 1946 reads as under:-

**10-A. Payment of subsistence allowance.--(1) Where any workman is suspended by the employer pending investigation or inquiry into complaints or charges of misconduct against him, the employer shall pay to such workman subsistence allowance-**

(a) At the rate of fifty per cent of the wages which workman was entitled to immediately preceding the date of such suspension, for the first ninety days of suspension; and

(b) At the rate of seventy-five per cent of such wages for the remaining period of suspension if the delay in the completion of disciplinary proceedings against such workman is not directly attributable to the conduct of such workman.

(2) If any dispute arises regarding the subsistence allowance payable to a workman under sub-section (1), the workman or the employer concerned may refer the dispute to the Labour Court, constituted under the Industrial Disputes Act, 1947 (14 of 1947), within the local limits of whose jurisdiction the industrial establishment wherein such workman is employed is situate and the Labour Court to which the dispute is so referred shall, after giving the parties an opportunity of being heard, decide the dispute and such decision shall be final and binding on the parties.

(3) Notwithstanding anything contained in the foregoing provisions of this section, where provisions relating to payment of subsistence allowance under any other law for the time being in force in any State are more beneficial than the provisions of this section, the provisions of such other law shall be applicable to the payment of subsistence allowance in that State.

4. In view of the above, the Departmental Workers and DPS workers placed under suspension shall be entitled to subsistence allowance consisting of the following:-

(A) **Departmental Labour**

(i) 50% of wages (Basic Pay + DA) which workman was entitled to immediately preceding the date of such suspension for the first ninety days of suspension.

## FOOD CORPORATION OF INDIA

(ii) Other compensatory allowance e.g. house rent allowance, other than conveyance allowance, admissible from time to time, on the basis of pay of which he was in receipt on the date of suspension subject to the fulfillment of other conditions laid down for the withdrawal of such allowances. If the headquarters of a worker under suspension are changed in the public interest, he shall be entitled to the allowance as admissible at the new station, provided he furnishes the requisite certificates, if any, with reference to such station, provided he furnishes the requisite certificates, if any, with reference to such station.

### (B) **DPS workers**

50% of Minimum Guaranteed wage which workman was entitled to immediately preceding the date of such suspension for the first ninety days of suspension

5. In case the suspension period of a workman is prolonged the amount of subsistence allowance shall be increased or reduced as under:-

(i) The amount of subsistence allowance may be **increased** by a suitable amount not exceeding 50% of the subsistence allowance admissible during the first ninety days, if in the opinion of the said authority the period of suspension has been prolonged for reasons to be recorded in writing not directly attributable to the workers concerned.

(ii) The amount of subsistence allowance may be **reduced** by a suitable amount not exceeding 50% of the subsistence allowance admissible during the first ninety days, if in the opinion of the said authority the period of suspension has been prolonged for reasons to be recorded in writing directly attributable to the workers concerned.

6. No payment of suspension allowance shall be made unless the worker concerned furnishes a certificate that he is not employed / engaged in any other employment / business.

7. When the suspension of a worker is held to be unjustified or not wholly justified; or when an employee has been dismissed or suspended is reinstated, the disciplinary OR appellate authority, as the case may be, whose decision shall be final, may grant to him for the period of his absence from duty:

(a) If he is honorably acquitted, the full pay and allowance other than conveyance allowance to which he would have been entitled, if he had not been dismissed or suspended, less the subsistence grant/allowance;

(b) If otherwise, such proportion of pay and allowance other than conveyance allowance as the disciplinary OR appellate or reviewing authority may prescribe. In a case falling under clause (a), the period of absence from duty will be treated as a period spent on duty. In a case falling under clause (b), it will not be treated as a period spent on duty unless the disciplinary OR appellate authority, as the case may be, whose decision shall be final, so directs.

Notwithstanding anything contained above where a worker under suspension dies before the disciplinary or court proceedings instituted against him are concluded, the period between the date of suspension and the date of death shall be treated as duty for all purposes and his family shall be paid the full pay and allowance for that period to which he would have been entitled, had he not been suspended, subject to adjustment in respect of subsistence allowance already paid.

(S. K. SWAIN)

DY. GENL. MANAGER (IR-L)

## FOOD CORPORATION OF INDIA

Annexure-47

No.IR(L)/1(5)/2007

Dated: 26.9.2011

### Circular No. 16 of 2011

**Sub: Submission of workslips in respect of Labour.**

During the review of implementation of FAP Module in respect of Labour with the Regional and Zonal Accounts Officers, on 21.9.2011 in Hqrs, it was noted that the "work done slips" containing details of output for calculation of incentive/wages [Piece rate wages] and OTA hours, do not reach District Offices in time. It was further stated that due to such delays, the District Offices were not able to finalize monthly wages/piece rates wages and OTA and were carrying such pendency for months together.

2. After detailed discussions, it was decided that all concerned shall be informed to ensure that the daily "work done slips/output slips" should invariably reach District Offices on weekly basis. In any case, the entire set of "works slips" for a particular month must reach District Offices by 3rd of succeeding month failing which the responsibility may be fixed on the delinquents.
3. All General Managers (Region) & Heads of Accounts Divisions may therefore, ensure compliance with these instructions and pursue the Depot Officers to submit work done slips/output slips on weekly basis/ by 3rd of the succeeding month.
4. This issue with the approval of CMD.

(T.JAYAKUMAR)

GENERAL MANAGER(IR-L)

## FOOD CORPORATION OF INDIA

No. IR(L)/1(5)/2007

Dated: 26.09.2011

**The General Secretary,**

Food Corporation of India Workers' Union (Regd. No. 8219)  
Regd & Communication Office : 58/1, Diamond Harbor,  
Kolkata - 700023. Camp Office : 8585,  
(And) Arakashan Road, Pahargunj, New Delhi - 110055.

**Sub:- Submission of Out put slip in time in respect of Departmental and DPS labours.**

As you are aware, the "work done slips/output slips" are the basic documents that are prepared at the depot level for Departmental/DPS/NWNP labour on the basis of which the wages/incentives/OTA are prepared by the District Offices. We have all along been getting complaints that such "work done /output slips" reach the District Offices very late for one reason or the other. Consequently, the payments to the workers have been getting delayed.

2. During the recent visit of our CMD to Bihar, it was revealed that the claims pertaining to payment of OTA, incentive and extra wages etc., were delayed for months together as is evident from the following table:

Name of Depot	Particular of Bill	Period of Bill	Date of receipt of claim in the D.O.
Phulwarisharif	OTA	Jan.2011	29.07.2011
	OTA	Feb. 2011	10.03.2011
	OTA	Dec. 2010	25.07.2011
	Incentive	Sept. 2010	10.03.2011
	Incentive	Oct. 2010	19.04.2011
Dighaghat	OTA	May, 2011	02.08.2011
	OTA	June,2011	02.08.2011
	OTA	March,2011	18.06.2011
	Incentive	Dec. 2010	21.02.2011
	Incentive	Jan. 2011	29.03.2011
Mokameh	OTA	Aug.2010	14.03.2011
	OTA	March,2011	20.07.2011
	Incentive	Feb.2011	29.06.2011
	Incentive	March,2011	15.07.2011
	Incentive	April.,2011	25.07.2011
Buxar	OTA	Dec.2010	14.08.2011
	OTA	Jan.2011	29.06.2011
	OTA	Feb.2011	20.07.2011
	Incentive	April,2011	06.07.2011
	Incentive	May, 2011	14.07.2011

## FOOD CORPORATION OF INDIA

3. On query from FCI officers, it was informed that the concerned Gang Supervisors i.e., Sardars, Mondals have not been cooperating with the Depot Officers in submitting the required documents in time. It was further informed that the Sardars and Mondals keep such "Work done/output slips" with them for weeks and months together which ordinarily should be given to the Depot Officer the very next day. It is clear that due to the inordinate delay in submission of such claims by Sardars & Mondals to the Depot Officer, the Handling and Ancillary Labour have been put to inconvenience for not fault of theirs.

4. In our endeavour to bring greater efficiency, transparency and uniformity across the country, the salary/wages/incentives & OTA etc., have been computerized through "Financial Account Package". While the software has been rolled out in respect of DPS, pilot execution is being carried out in case of Departmental labour godowns. During the review of FAP on 21st September, 2011, all the field officers had complained about the inordinately delayed submission of "work done slips" to the depot officer by the Gang Supervisors i.e Sardars/Mondals.

5. In order to streamline the system, strict instructions have been given to the Depot Officers as also the Area Managers to ensure submission of the "work done slip/output slips" on weekly basis. It is clear that this objective shall not be achieved unless Gang Supervisors i.e. Sardars/Mondals cooperate in a similar fashion.

6. In view of the above, it has been decided that the "work done/output slips" shall be completed on weekly basis. For a particular month, such claims shall be submitted with the Area Officers by the 3rd of the succeeding month. Since there is enough evidence of Gang Supervisors not submitting such "output slips" in time, you are requested to advise member of your Unions, Sardars & Mondals in particular, to cooperate in ensuring compliance with the above instructions.

7. In case the work done slips are not received at the district office by 3rd day of the succeeding month, the incentive/OTA/wages etc. shall not be paid by the District Office.

**Your's faithfully**

**(T. JAYAKUMAR)  
GENERAL MANAGER(IR-L)**

## FOOD CORPORATION OF INDIA

Annexure-48

No. IR(L)/3(3)/2009/WZ

Dated : 28.05.2009

### CIRCULAR NO. 09/2009

**Sub : Permission to the Departmental labour for joining of Educational Institutions to pursue higher studies outside normal office hours.**

Field offices of FCI have sought clarification / guidelines to grant permission to the departmental labour for pursuing studies in Educational Institutions outside normal office hours.

The matter has been examined in Headquarters. It has been decided that the departmental labour who seek permission to pursue studies in the educational institutions outside normal office hours may be allowed to do so as per guidelines applicable to the Class IV employees as contained in FCI Headquarters Circular No. 4-8/78-EP dated 17/23.06.1983 (copy enclosed).

Area Manager would be competent authority to grant permission for the same. Other guidelines / instructions as applicable in the case of employees would be applicable in case of departmental labour also.

(Authority - 315th (Item No. 29/2009) meeting of Board of Director held on 30.03.2009)

Encl : As above.

( S.K. SWAIN )

DY. GENERAL MANAGER(IR-L)

# FOOD CORPORATION OF INDIA

No. 4-8/78-EP

Dated: June 17/23, 1983

## CIRCULAR NO. 48 OF 1983

**Subject: Joining of educational institutions outside normal office hours- grant of permission-delegation of powers- general principles-regarding.**

Reference is invited to this office Circular letter no. 13(34)/65-Rules Dated 02.08.1965 on the subject cited above (copy enclosed, under these instructions Estt. Officer and Regional Manager are competent to grant permission on the subject to all categories of employees working in Headquarters and Regional offices, respectively, subject to general principles laid down therein.

2. Keeping in view the expansion in the size and structure of the Corporation after the issue of the said instructions, it has been decided to delegate the powers to the following authorities of the Corporation:

i)	Cat. I Officers	Managing Director
ii)	Cat. II Officers Headquarters Zones	Personnel Manager Zonal Manager
iii)	Cat. III employees Headquarters Zones Regions including JM(PO)	Dt. Manager (Est.) Dy. Zonal Manager Sr. Regional Manager/Regional Manager/JM(PO)
iv)	Category IV employees Headquarters Zones Regions including JM(PO)'s Districts	Dy. Manager (Est.) Dy. Manager (Estt.) D.M. (Estt.) District Manager

3. Others conditions as laid down in our letter dated 02.08.1965 shall remain unchanged.

4. This issues with the approval of the managing Director.

Sd/-

(K.S. Murty)

Deputy Manager(EP)

For Manager Personnel (P&IR)

# FOOD CORPORATION OF INDIA

FOOD CORPORATION OF INDIA: HEADQUARTERS: NEW DELHI-1

\\TRUECOPY//

FOOD CORPORATION OF INDIA : MADRAS

No 13(34)/65-Rules

Dated:2.8.1965

The Regional Manger,

FCI Hyderabad/Thajavur/Trivandrum/ Bangalore/ Chandigarh.

**Subject : Joining of education instructions outside normal office hours-Grant of permission- General principles-regarding.**

Sir,

Employees of the Corporation desirous of joining of Educational Intuitions outside their normal office hours for purposes of study should obtain the prior permission of the competent authority before joining such intuitions. Competent authorities may grant such permission subject to administrative convenience, if they are satisfied that the pursuit of such studies by the employee will not detract from the efficient discharge of his official duties. While granting permission the following conditions shall be imposed:

- I) Pursuit of such studies should not detract from efficient discharge of official duties;
- II) The grant of permission will not provide the employee being required to work outside office hours if this is considered necessary in the exigencies of official work;
- III) Permission is liable to be withdrawn at any time without assigning any reason;
- IV) Grant of permission shall not place any obligation on the corporation in regard to place of posting. The employee is liable to be transferred at any time.
- V) Grant of leave including casual leave either for preparing or for appearing at the examination shall be subject to administrative exigencies.

2. Establishment officer and Regional Manager are competent to grant permission to all categories of employees working in head Office and Regions respectively.

Yours faithfully,

Sd/-

**P.K. DORAISWAMY**

**Establishment Officer**

## FOOD CORPORATION OF INDIA

Annexure-49

No. IR(L)/4(41)/2004/Vol.II

Dated: 15.06.2016

### IMPORTANT

**The Executive Director(Zone),  
Food Corporation of India, Zonal office:  
North, West, East, South & North-East**

**Sub: Regarding the status of circular/instruction no. IR(L)/4(2)/81 dated 01.09.1982 regarding Voluntary Retirement Scheme.**

Sir/Madam,

This office has received queries from few Regional offices regarding status of the circular/instruction no. IR(L)/4(2)/81 dated 01.09.1982 regarding Voluntary Retirement Scheme as to whether the same is still in existence/vogue or not.

In this regard, it is informed that the circular/instruction no. IR(L)/4(2)/81 dated 01.09.1982 regarding Voluntary Retirement Scheme has not been withdrawn and is still in existence/vogue. The same was also clarified vide letter no. IR(L)/4(41)/2004 dated 07.04.2008 and 10/21.07.2008 (copy enclosed).

Please also find enclosed herewith the copy of the letter/instruction no. IR(L)/4(41)/04 dated 10/21.07.2008, which may be referred to for processing and execution of the Voluntary Retirement Scheme as conceived in the FCI Hqrs instruction no. IR(L)/4(2)/81 dated 01.09.1982.

**Yours faithfully,**

Encl: As above

**(I.K.Choudhary)**

**Dy. General Manager (IR-L)**

# FOOD CORPORATION OF INDIA

Annexure - 50

HEAD QUARTERS, NEW DELHI

No. IR(L)/4(10)/98

Dated : 29-05-1998

(CIRCULAR)

**Subject: Enhancement of age of retirement for departmental workers, workers under DPS and No work No. pay system.**

As per the existing instruction on date, the departmental workers as well as workers under direct payment system and no work no pay system shall be superannuating from services on attaining the age of 58 years (Fifty eight years). The Government of India has since decided to enhance the age of superannuation from 58 to 60 years in case of employees working in Central Public Sector Enterprises. In terms of such decision of the Government of India, it has been decided that the age of retirement for the departmental workers, workers under 'direct payment system and no work no pay' system shall be enhanced from the age of 58 years to 60 years w.e.f. 29th May 1998. However, workers whose date of birth is the first of the month shall retire from service on the afternoon of the last date of the preceding month on attaining the age of 60 years. All other terms and conditions shall remain unchanged.

Immediate necessary action may be taken to implement the above instructions of the Headquarters.

SD/-

(K.D. Saxena)

(Manager (IR-L))

# FOOD CORPORATION OF INDIA

Annexure-51

No.IR(L)/3(6)/88-Vol.XI

Dated: 16.08.2012

## CIRCULAR NO. 13/2012

**Sub: Revision/Fixation of Minimum Daily Wages/Piece-Rate wages in respect of Direct Payment System (DPS) workers working in the depots w.e.f. 01.10.2011 and 01.04.2012.**

The Minimum Wages / Piece-rate wages in respect of Direct Payment System (DPS) workers were last fixed vide Circular No.2/2010 dated 09.02.2010 issued from File No. IR(L)/3(6)/ 88/vol. XI [as per the provisions of Memorandum of Settlement signed with FCI Workers Union on 01.11.1994] effective from 01.01.2010 on the basis of changes in All India Consumer Price Index as per the following details:

Date of effect	Piece Rate for basic operation* per 100 bags (more than 65 Kg each) (In ₹)	Minimum Guaranteed Wage paid (In ₹)			
		Sard ar	Mandal	H/Labour	A/Labour
01.01.2010	342/-	211/-	198/-	193/-	163/-

<b>*Basic Operation:</b>	Unloading foodgrain bags from wagons / trucks or any other vehicle and direct loading on truck or any transport vehicle /into wagons.
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2. Subsequently, Minimum Daily Wages were fixed "area-wise" by the Appropriate Government i.e. Govt. of India under Minimum Wages Act in respect of unskilled employees engaged in the schedule employment of "loading and unloading in Warehouse/ Godowns". These are being revised at an interval of six months i.e. on 1st October and 1st April of every year. As a result, wherever Minimum Rates of Wages fixed by the Central Government were higher than the minimum guaranteed wages of FCI, increase in wages was allowed to make it at par with the minimum daily wages fixed by the Appropriate Government. In this connection Circular No.9/2010 dated 15.07.2010, Circular No.12/2010 dated 10.11.2010, Circular No. 10/2011 dated 28.06.2011 and Circular No.18/2011 dated 13.12.2011 issued from file No. IR(L)3(6)/88/Vol.XI, refer.

3. The matter relating to revision of minimum daily wages/ piece-rate wages of DPS workers has been under consideration of the management for quite some time. In this regard, series of discussions & negotiations took place with labour unions. Finally tripartite Memoranda of Settlement have been signed by FCI with the unions on 03.08.2012. Copies of settlements are attached as Annexure I & II.

3.1. As a result of the tripartite Memoranda of Settlement referred to above, the earlier Circulars/instructions relating to fixation/revision of minimum daily wages/ piece-rate wages of the Direct Payment System (DPS) workers stand modified as per the details that follow.

#### 4. REVISION/FIXATION OF MINIMUM DAILY WAGES

In accordance with the terms of settlement, the minimum daily wages of 'A' area as notified by the Ministry of Labour, Govt. of India shall be paid to the Ancillary Workers as base throughout the country. A gap of 30/- 5/-

## FOOD CORPORATION OF INDIA

and 13/- in the minimum daily wages between Ancillary Labour & Handling Labour, Handling Labour & Mandal and Mandal & Sardar, respectively shall be maintained. The minimum daily wages in respect of Direct Payment System (DPS) workers are hereby revised and fixed w.e.f 01.10.2011 as under:-

Category	Minimum Daily Wages (in ₹)	
	w.e.f 01.10.2011	w.e.f 01.04.2012
Ancillary Labour	256	270
Handling Labour	286	300
Mandal	291	305
Sardar	304	318

4.1 The payment of earnings to the Handling Workers will be for the actual quantum of work done on the basis of ASOR% subject to the minimum daily wages as above. This would be payable on the days when FCI is not able to provide sufficient or no work to the workers who have attended the work-spot and/or have already completed the assigned work on that day. The existing Sardar and/or Mandal, if attend their assigned work/duty with their Handling Gang, shall also be paid the earnings equal to the average earnings of a handling worker of the gang on the basis of ASOR%. Such payment of earnings to Sardar and/ or Mandal of the gang concerned shall also be subject to their respective minimum daily wages.

4.2 The Ancillary Workers under Direct Payment System working in the depots shall be paid their wages as per the revised minimum daily wages of 256/- w.e.f. 01.10.2011 and 270/- w.e.f. 01.04.2012 per worker per day.

4.3 The DPS workers shall be eligible for paid weekly off as per the existing procedure / instructions.

4.4 The minimum daily wages would be subject to revision w.e.f. 01.10.2012 after the issue of orders of revision of VDA by the Chief Labour Commissioner(C), Ministry of Labour, Government of India.

### 5. REVISION OF PIECE RATE OF BASIC OPERATION FOR CALCULATION OF ASOR%

As per the existing instructions, the earnings of the food handling gangs under Direct Payment System are being worked out for the actual quantum of work done, on the basis of ASOR%. Currently such ASOR% is calculated by respective Region as equal to the percentage difference between 342/- (Rupees Three Hundred Forty Two only per 100 bags weighing more than 65 kgs.; being the rate as on 01.01.2010) and the schedule of rate per 100 bags (weighing more than 65 kg) contained in the Model Tender Form of the respective Region. The exercise/calculation is done for the basic operation of "Unloading foodgrain bags from wagons / trucks or any other transport vehicle and directly loading on truck or any transport vehicle / into wagon". The percentage difference so calculated becomes the ASOR% and the same is applied to all items of operations including the above basic operation, printed/ specified in the Model Tender Form of the respective region.

## FOOD CORPORATION OF INDIA

5.1 The existing rate of 342/- (per 100 bags weighing more than 65 kgs) is hereby revised **w.e.f 01.10.2011** (based on the changes in All India Consumer Price Index) as given under for calculating revised ASOR%:-

Basic Operation	Existing Piece rate per 100 bags (each weighing more than 65 kgs)( in ₹)	Revised Piece rate per 100 bags (each weighing more than 65 kgs)( in ₹)	
	w.e.f. 01.01.2010	w.e.f. <b>01.10.2011</b>	w.e.f <b>01.04.2012</b>
Unloading foodgrain bags from wagon/trucks or any other vehicle and directly loading on truck or any transport vehicle/into wagons.	342/-	399/-	407/-

5.2 The concerned Regional Offices are, therefore, requested to calculate the revised ASOR% on the basis of above revised rates of 399/- (per 100 bags) w.e.f. 01.10.2011 and 407/- (per 100 bags) w.e.f. 01.04.2012 for the specified basic operation, in consultation with associate finance in respect of the DPS workers working in the depots in their Region and convey the same to their concerned District Offices immediately for implementation. The revised ASOR% so calculated on the basis of above revised rate of 399/- (per 100 bags) w.e.f 01.10.2011 and 407/- (per 100 bags) w.e.f. 01.04.2012 shall also be applicable on all the rates prescribed for various sizes of bags (including 50 kg bags) and for all the operations including the above specified basic operation printed / prescribed in the respective Model Tender Form of the Region.

5.3 Next revision of Piece Rate Wages would be due on 01.10.2012, on the basis of change in AICP Index.

5.4 The revision of ASOR%/Piece-Rate Wages as mentioned above is without prejudice to the rights of FCI before NIT, Mumbai in Complaint No. 1/2007 relating to clarification on revision of the piece-rate for calculation of ASOR as contained in Circular No.16/2006 dated 27.07.2006 issued from File No.IR(L)/3(6)/88-Vol.VII.

### 6. PAYMENT OF INTERIM RELIEF

In addition to the above, the eligible DPS workers would continue to get the interim relief of 50/- on the days of actual work as allowed by the National Industrial Tribunal, Mumbai in reference No. NTB-1/2003.

### 7. ADJUSTMENT OF ADVANCE

The advance of 5000/- paid earlier to the DPS workers vide order No.IR(L)/3(6)/88-Vol.XII dated 07.04.2011 shall be adjusted against the arrears accrued w.e.f. 01.10.2011.

## FOOD CORPORATION OF INDIA

8. It is requested that payment to the eligible DPS workers working in the depots (as per list attached as Annexure-III) may be regulated as per the instructions mentioned above. The additional financial implications due to above revision of rates/wages in respect of DPS workers along with existing ASOR%, Revised ASOR% and copy of the MTF of the Region may be furnished to IR-Labour Division, Headquarters.

[Authority: 348th Meeting of Board of Directors held on 19.07.2012.]

Encl: As Above

**(S.K. SWAIN)**

**DY. GENL. MANAGER (IR-L)**

# FOOD CORPORATION OF INDIA

No.5(11)/2012.Edy.CLC(Central)

## Memorandum of settlement

Memorandum of settlement on the Industrial Dispute between Management of Food Corporation of India and their workmen represented by FCI Workers Union over revision of wages of DPS workers etc. before the Dy. CLC(C) Kolkata under Section 12(3) of the I.D. Act 1947 on 3rd August 2012.

<b>Representing Management</b>	<b>Representing Union</b>
1. Sh. Surinder Singh, ED(IR-L)	1. Sh. G.S.Jena, General Secretary
1. Sh. S.P. Kar, ED (IA)	2. Sh. Maheshwar Yadav, President
2. Sh. T. Jayakumar, GM(IR-L)	3. Sh. P.K. Nayak, Vice President
3. Sh. S. K. Mukhopadhyay, Advisor (L)	
4. Sh. S.K.swain, DGM(IR-L)	

### (A) SHORT RECITAL

The General Secretary, FCI Worker Union served a strike notice dated 23.01.2012 under Section 22 of the industrial Disputes Act on Chairman & MD, FCI, Hqrs. proposing strike in the depots of FCI if their 21 points charter of demands (Including payment of minimum wages notified under the Minimum Wages Act for 'A' Area to all the DPS workers and revision of their piece rate wages after every six months instead of two years) is not fulfilled. The RLC(C), Kolkata issued notice No. 8/4/2011-E.1 dated 01.02.2012 to the parties and held conciliation proceedings on 03.02.2012 and 27.02.2012 Subsequently Dy. CLC(C) Kolkata intervened and held conciliation proceedings on 26th March, 2nd & 3rd April, 2012. The conciliation proceedings fixed for 16th April, 8th & 25th May, 12th & 25 June, and 16th July, 2012 were adjourned on the request of FCI management on the ground that parties needed few more rounds of bilateral discussions to reduce the differences.

The minimum guaranteed wages and piece-rate wages in respect to DPS labourers of FCI's depot are revised and fixed in the periodicity of two years on the basis of changes in the percentage of points of All India Consumer Price Index in terms of settlement dated 01.11.1994. Ministry of Labour and Employment (Government of India) vide notification No. S.01284(E) dated 20.05.2009 issued under the Minimum Wages Act, had fixed basis rates of minimum wages in respect of unskilled employees engaged in the schedule employment of "loading and unloading" in Warehouses and Godowns "Area-wise from May 2009 onwards. Variable Dearness Allowance is revised by the CLC(C) at an interval of six months on 1st October and 1st April on the basis of average consumer price index number for industrial workers.

As a result of fixation and revision of minimum rates of wages by appropriate government, wherever minimum rates of wages fixed by the appropriate Government i.e. Central Government became higher than the minimum guaranteed wages of FCI, the FCI Management allowed increase to make it at par with the minimum wages fixed by the appropriate government for areas, depending upon their place of postings.

FCI Workers Union vehemently opposed applicability of different minimum daily wages in respect of the DPS labour employed in 'A', 'B' & 'C' Area and resorted to agitation in the form of go slow/refusal to work

## FOOD CORPORATION OF INDIA

direct action etc. w.e.f. 22.03.2011 demanding application of rates of minimum daily wages notified by the Government of India (Ministry of Labour) in respect of 'A' are uniformly across the country and revision of piece-rate wages alongwith the daily wages at the interval of six months. The matter was temporarily resolved by a tripartite settlement dated 07.04.2011

Thereafter, in order to resolve this issue, series of bilateral discussions were held with the representatives of the union and Committee of EDs set up by the FCI Management. FCI Management vide letter No. IR(L)/3(6)/88/Vol.XI dated 24.01.2012 made offer to the union for the settlement of their demand for the revision of wages of DPS Labour. Union did not give response to the offer made to them and decided to act as per the strike notice dated 23.01.2012. The RLC (C), Kolkata held conciliation proceedings on 03.02.2012, wherein union agreed to defer their proposed strike to 21.02.2012. Subsequently, after bilateral discussions held on 16.02.2012 at New Delhi, Union agreed to defer the strike to 14th March, 2012 and later on upto 26th March, 2012. During this period, bilateral discussions on the issue relating to revision of wages/piece rate wages of DPS workers were held in FCI, Hqrs. with the Committee of Executive Directors on 23rd, 24th, 28th and 29th feb., 1st, 16th, 19th and 20th March 2012. During the bilateral discussions no consensus could be arrived and Union resorted to strike w.e.f. 26.03.2012. Management submitted its revised offer to settle the matter, during the conciliation proceedings held on 2nd and 3rd April, 2012 at Kolkata. Union did not accept the same and continued the agitation in the form of strike. Later on Union agreed to withdraw the strike on the basis of request made to them vide letter No. IR (L)4(20)/2005/Vol.V dated 13.04.2012. Thereafter, bilateral discussions were again held on 18.04.2012 and 22.06.2012 in FCI Hqrs and most of the differences between the trade union and management were sorted out.

In view of the discussions on remaining demands (as contained in their charter demand dated 23.01.2012), the union did not press for the same.

### **(B) SETTLEMENT:**

After prolonged and threadbare discussions and persuasion by the Dy. CLC (C) Kolkata, the parties agreed to set and subscribe their hands and resolve the dispute on the following terms:

It is agreed that:

- (1) The existing procedure for revision of Minimum Guaranteed Wages for DPS workers as per settlement dated 01.01.1994 would now be based on fixation/revision of minimum daily wages by the ministry of Labour, Govt. of India (appropriate government) for 'A' area. The Minimum daily wages shall be revised every six months on 1st October and 1st April of every year after the issue of orders of revision of VDA by the Chief Labour Commissioner (C), Ministry of Labour, Government of India.
- (2) Minimum Daily Wages of 'A' Areas as notified by the appropriate government (Ministry of Labour, Govt. of India) shall be paid to the Ancillary Workers as base throughout the country.
- (3) The gap of Rs.30/- Rs5/- and Rs. 13/- in the daily minimum wages between Ancillary Labour and Handling Labour, Handling Labour and Mandal and Mandal and sardar respectively be maintained.

## FOOD CORPORATION OF INDIA

### Example:

The notified minimum wages of 'A' area as per Gol Notification, is Rs. 256/- as on 01.10.2011 and Rs 270/- as on 01.04.2012. Thus on the above lines, the minimum daily wages in respect of various categories of workers shall be as following:

Category	Minimum Daily Wages (in rupees)	
	As on 01.10.2011	As on 01.04.2012
Ancillary Labour	256	270
Handling Labour	286	300
Mandal	291	305
Sardar	304	318

- (4) The rates of wages computed as above shall be paid for all the days of the month. In other words, the DPS workers shall be eligible for paid weekly off as per the existing procedure/instructions.
- (5) Periodicity of revision of ASOR%/Piece-rate shall be every six month i.e. 1st October and 1st April of every year instead of existing procedure of two years. Revision of ASOR%/Piece-rate shall continue to be done as per the existing procedure i.e. by indexing with AICPI. This will be subject to outcome of Complaint No.1/2007 pending before the NIT, Mumbai.
- (6) An additional payment of Rs.50/- as an interim relief as per interim award dated 27.05.2004 of National Industrial Tribunal, Mumbai and as modified by the Hon'ble High Court of Bombay vide order dated 14.10.2004 (WP No 7716 of 2004), shall be payable on the actual day of working.
- (7) The above arrangement shall be made applicable with effect from 01.10.2011
- (8) The DPS workers shall be eligible for arrears w.e.f. 01.10.2011 the advance of Rs. 5000/- paid earlier by order No. IR(L)/3(6)/88-Vol.XII dated 07.04.2011, shall be adjusted against the arrears.
- (9) The payment of ex-gratia in lieu of bonus as per the amended provisions of Payment of Bonus Act from the financial year 2006-07 onward shall be made to eligible Departmental/DPS/No Work No Pay Labour System workers in accordance to the instructions conveyed by the Ministry of CA,F&PD vide letter No 19013/8/2007-FC.3 dated 10.07.2012 and after obtaining approval of Board of Directors.
- (10) Management shall take steps to amicably settle the Industrial Dispute raised by FCI Workers Union over induction of ex-contractor/Labour co-operative society workers under Direct Payment System at Sangai prou and Ukrul presently pending before the RLC, Guwahati.
- (11) The payment of statutory terminal benefits viz (i) CPF (ii) Gratuity, wherever held up due to legal constraints in respect of Ex-Direct Payment System Workers of Maharashtra and Karnataka Regions would be released to retirees or legal heirs of the deceased as the case may be, after obtaining indemnity Bond from each and every claimant by the respective Competent Authority.
- (12) The existing rates of Dusting Operator allowance payable on the day of their deployment for Quality Control Work in respect of the workers under Direct Payment and No Work No Pay System shall be revised.

## FOOD CORPORATION OF INDIA

(c) IMPLEMENTATION REPORT

The parties shall submit the implementation report to Dy. CLC(C), Kolkata by 31st October, 2012 and if no report is received by the above dated, the settlement shall be deemed to be fully implemented.

ON BEHALF OF MANAGEMENT OF FCI

ON BEHALF OF FCI WORKERS UNION

**G.S. Jena General Secretary**

Surinder Singh, ED(IR-L)

Maheshwar Yadav President

S.P. Kar, ED (IA)

P.K. Nayak, vice President

T. Jayakumar, GM(IR-L)

S. K. Mukhopadhyay, Advisor (L)

S.K.swain, DGM(IR-L)

**Witness**

1. Taj singh, AGM(IR-L)

Khushi Mohd. Jt Secretary

2. K.N. Padmajakhy AGM(IR-L)

Shivdani Prasad, Exacutive Manager

Before me

(RAJAN VERMA)

DY. CLC(C), KOLTATA & CONCILIATION OFFICER

CAMP NEW DELHI

# FOOD CORPORATION OF INDIA

No.5(11)/2012.E.dy.CLC(Central)

## Memorandum of settlement

Memorandum of settlement on the Industrial Dispute between Management of Food Corporation of India and their workmen represented by FCI Workers Union over revision of wages before the Dy. CLC(C) Kolkata under Section 12(3) of the ID Act 1947 on 3rd August 2012.

Representing Management	Representing Union
1 Sh. Surinder Singh, ED(IR-L)	1. Sh H.P. Singh, General Secretary
2 Sh. S.P. Kar, ED (IA)	2. Sh. H.K. Sharma, President
3 Sh. T. Jayakumar, GM(IR-L)	3. Sh. Umesh Kumar Gupta, Joint Secretary
4 Sh. S. K. Mukhopadhyay, Advisor (L)	4. Sh. Shashi Bhushan Pandey, Vice President
5 Sh. S.K.swain, DGM(IR-L)	5. Sh. Harjas Singh, Vice President
	6. Md Shahbaz Alam, Asstt. Secretary
	7. Sh. Vijay Prakash Panday, Organizing Secretary

### (A) SHORT RECITAL

FCI Handling Workers Union vide its letter No. FCIHWU/Dy. CLC(C)/Strike Notice/35 dated 02.04.2012 informed Dy. CLC(C), Kolkata that disputes raised by FCI Workers Union involved All India issues, and as such, their representation may be considered before making any conciliation settlement. The Dy.CLC(C) Kolkata taking cognizance of the above representation issue notice No.5(11)/2012-EDy. CLC(C) dated 03/09.04.2012 inviting the parties concerned for discussion on 11.04.2012. FCI Management vide letter No. IR(L)/4(21)/2005/Vol. V dated 11.04.2012 submitted written statement indicating their offer to resolve the dispute. The Union did not submit its views on the offer of the management. Thereafter proceedings fixed for 16th April, 8th and 25th May, 2012 and 15th June and 16th July of 2012 were adjourned on the request of FCI Management that parties needed few more rounds of discussions to reduce the difference.

### (B) SETTLEMENT

After prolonged and threadbare discussions on the demand and persuasion by the CLC(C), Kolkata the parties agreed to set and subscribe their hands and resolve the dispute on the following terms.

It is agreed that:

- (1) The existing procedure for revision of Minimum Guaranteed Wages for DPS workers as per settlement dated 01.01.1994 would now be based on fixation/revision of minimum wages by the Ministry of Labour, Govt. of India (appropriate government) for 'A' area. The Minimum daily wages shall be revised every six months on 1st October and 1st April of every year after the issue of orders of revision of VDA by the Chief Labour Commissioner (C), Ministry of Labour, Government of India.
- (2) Minimum Daily Wages of 'A' Areas as notified by the appropriate government (Ministry of Labour, Govt. of India) shall be paid to the Ancillary Workers as base throughout the country.

## FOOD CORPORATION OF INDIA

(3) The gap of Rs.30/- Rs5/- and Rs. 13/- in the daily minimum wages between Ancillary Labour and Handling Labour, Handling Labour and Mandal and Mandal and sardar respectively be maintained.

**Example:**

The notified minimum wages of 'A' area as per Gol Notification, is Rs. 256/- as on 01.10.2011 and Rs 270/- as on 01.04.2012. Thus on the above lines, the minimum daily wages in respect of various categories of workers shall be as following:

Category	Minimum Daily Wages (in rupees)	
	As on 01.10.2011	As on 01.04.2012
Ancillary Labour	256	270
Handling Labour	286	300
Mandal	291	305
Sardar	304	318

(4) The rates of wages computed as above shall be paid for all the days of the month. In other words, the DPS workers shall be eligible for paid weekly off as per the existing procedure/instructions.

(5) Periodicity of revision of ASOR%/Piece-rate shall be every six month i.e. 1st October and 1st April of every year instead of existing procedure of two years. Revision of ASOR%/Piece-rate shall continue to be done as per the existing procedure i.e. by indexing with AICPI.

(6) An additional payment of Rs.50/- as an interim relief as per interim award dated 27.05.2004 of National Industrial Tribunal, Mumbai and as modified by the Hon'ble High Court of Bombay vide order dated 14.10.2004 (WP No 7716 of 2004), shall be payable on the actual day of working.

(7) The above arrangement shall be made applicable with effect from 01.10.2011

(8) The DPS workers shall be eligible for arrears w.e.f. 01.10.2011 the advance of Rs. 5000/- paid earlier by order No. IR(L)/3(6)/88-Vol.XII dated 07.04.2011, shall be adjusted against the arrears.

(9) The payment of ex-gratia in lieu of bonus as per the amended provisions of Payment of Bonus Act from the financial year 2006-07 onward shall be made to eligible Departmental/DPS/No Work No Pay Labour System workers in accordance to the instructions conveyed by the Ministry of CA,F&PD vide letter No 19013/8/2007-FC.3 dated 10.07.2012 and after obtaining approval of Board of Directors.

**(C) IMPLEMENTATION REPORT**

(10) The parties shall submit the implementation report to Dy. CLC(C), Kolkata by 31st October, 2012 and if no report is received by the above date, the settlement shall be deemed to be fully implemented.

## FOOD CORPORATION OF INDIA

ON BEHALF OF MANAGEMENT OF FCI

Surinder Singh, ED(IR-L)

S.P. Kar, ED (IA)

T. Jayakumar, GM(IR-L)

S. K. Mukhopadhyay, Advisor (L)

S.K.swain, DGM(IR-L)

**Witness**

1. Taj singh, AGM(IR-L)

2. K.N. Padmajakhy AGM(IR-L)

Before me

(RAJAN VERMA)

DY. CLC(C), KOLTATA & CONCILIATION OFFICER

CAMP NEW DELHI

ON BEHALF OF FCI WORKERS UNION

Sh H.P. Singh, General Secretary

Sh. H.K. Sharma, President

Sh. Umesh Kumar Gupta, Joint Secretary

Sh. Shashi Bhushan Pandey, Vice President

Sh. Harjas Singh, Vice President

Md Shahbaz Alam, Asstt. Secretary

Sh. Vijay Prakash Panday, Organizing Secretary

Murshid Alam Asstt. Secretary

Ashok Kumar, Organizing Secretary

# FOOD CORPORATION OF INDIA

No.IR(L)/3(6)/88/Vol.XIII

Date 04.02.2014

## CIRCULAR NO 08/2014

**Sub: Synchronization of revision of ASOR rates (Piece-rate) with the revision of Daily minimum guaranteed wages of DPS workers.**

In partial modification of Circular No. 13/2012 dated 16.08.2012, No 22/2012 dated 16.11.012. No. 07/2013 dated 16.05.2013, Corrigendum dated 27.06.2013 to Circular No 07/2013 dated 16.05.2013 No. 16/2013 dated 21.11.2013, all issued from file no IR(L)/3(6)/88/Vol.XI &XIII). It is inform that piece rate wages fixed per 100 begs in respect of Basic Operation for big bags w.e.f. 01.10.2011 to 01.10.2013 have been revised notionally from 01.10.2011(for the purpose of calculations) and effectively from 01.10.2012 (for the purpose of payment of arrears) to maintain parity in proportionate increase in minimum daily wages as per practice in vogue from 01.01.1994 to 01.01.2010, as detailed in following paras.

Status	w.e.f.	Minimum Daily Wages of Handling Labor	Piece Rate per 100 bags (each weighing more than 65Kg (in Rs))	
			Basic Operation unioading foodgrain bags from wagon/trucks or any other vehicle and directly loading on truck or any transport vehicle/into wagons.	
			Existing	Revised
No arrears to be paid	01.01.2010	193	342	N.A.
	01.10.2011	286	399	507
	01.04.2012	300	407	532
Arrear to be paid	01.10.2012	309	435	548
	01.04.2013	327	453	580
	01.10.2013	340	481	603

Other terms and conditions as contained in circular No.13/2013 dated 16.08.2012 issued from file no. IR(L)/3(6)/88/Vol.XI shall remain unchanged.

3. It is requested that payment to the eligible DPS workers working in the depots may be regulated w.e.f. 01.10.2012 as per the instructions mentioned above. The additional financial implications due to above revision of rates in respect of DPS workers along with existing ASOR% Revised ASOR% and copy of MTR of the Region may be furnished to IR-Labour Division, Headquarters.

**(Dr. Rajesh Guila)**  
**Dy, Genl. Manager (IR-L)**

# FOOD CORPORATION OF INDIA

Annexure-52

No. IR(L)/3(6)/88 Vol. XIII

Dated: 21.01.2014

## CIRCULAR NO. 08/2014

**SUBJECT: Synchronization of revision of ASOR rates (Piece-rate) with the revision of Daily minimum guaranteed wages of DPS workkrs.**

In partial modification of Circular no. 13/2012 dated 16.03.2012, no. 22/2012 dated 16.11.2012, no. 07/2013 dated 16.05.2013, Corrigendum dated 27.06.2013 to Circular no. 7/2013 dated 15.05.2013 no. 16/2013 dated 21.11.2013, all issued from file no. IR(L)/3(6)/88/Vol.XI & XIII). It is informed that piece rate wages fixed per 100 bags in respect of Basic Operation for big bags w.e.f. 1.10.2011 to 1.10.2013 have been revised nationally from 1.10.2011 (for the purpose of calculations) and effectively from 1.10.2012 (for the purpose of payment of arrears) to maintain parity in proportionate increase in minimum daily wages as per paractice in vogue from 1.1.1994 to 1.1.2010, as detailed in following paras.

1. Status	w.e.f.	Minimum Daily wages of Handling Labour	Piece Rate per 100 bags (each weighing more than 65 kg) (in Rs.)	
			Basic Operation : unloading foodgrain bags from wagon/trucks or any other vehicle and directly loading on truck or any transport vehicle/ into wagons.	
			Existing	Revised
No arrears to be paid	1.1.2010	193	342	N.A.
	1.10.2011	286	399	507
	1.04.2012	300	407	532
Arrears to be paid	1.10.2012	309	435	548
	1.04.2013	327	453	580
	1.10.2013	340	481	603

2. Other terms and conditions as contained in circular No. 13/2013 dated 16.08.2012 issued from file no. IR (L)/3(6)/88/Vol.XI shall remain unchanged.

3. It is requested that payment to the eligible DPS workers working in the depots may be regulated w.e.f. 1.10.2012 as per the instructions mentioned above. The additional financial implications due to above revision of rates in respect of DPS workers along with existing ASOR% Revised ASOR% and copy of MTF of the egiion may be furnished to IR-Labour Division, Headquarters.

**(Dr. Rajesh Gulla)**  
**Dy. Genl. Manager (IR-L)**

## FOOD CORPORATION OF INDIA

Annexure-53

No. IR(L)/3(6)/88 Vol. XIII/pt

Dated: 21.01.2014

### CIRCULAR NO. 04/2014

**SUBJECT: Maintenance of Inter-se differential between the Daily Wages of the Sardar, Mandal on the day Handling Labour of DPS are earning wages exceeding fixed minimum daily wages of Sardar and Mandal.**

1) The Labour Unions have been raising the above demand persistently for maintaining the inter-se differential between the Daily Wages of Sardar and Mandal when on any day piece rate earnings of Handling Labour exceeds Minimum Daily Wages of Sardar and Mandal.

2) In this connection attention is invited to Clause 3 of MOS dated 03.08.2012 duly approved by BOD in its meeting held on 19.07.2012 which envisages as under:

"The gap of Rs. 30/-, Rs. 5/- & Rs. 13/- in the Daily Minimum Wages between Ancillary Labour and Handling Labour, Handling Labour and Mandal & Mandal and Sardar respectively shall be maintained."

3) The instant demand has been agreed during the discussion held with labour union on 2nd & 3rd December 2013 in Headquarters in view of the aforesaid provision.

Hitherto Gap of Rs. 30/-, Rs. 5/- & Rs. 13/- in the minimum daily wages between Ancillary Labour & Handling Labour, Handling Labour & Mandal and Mandal & Sardar respectively shall be maintained irrespective of whether piece rate earnings of Handling Labour exceeds the daily wages or not, as applicable in case of Sardar & Mandal.

(Dr C.L. Ram)

GENL. MANAGER (IR-L)

# FOOD CORPORATION OF INDIA

Annexure-54

IR(L)/3(6)/88/Vol.VII

Dated: July 27, 2006

## CIRCULAR NO 16/2006

**Sub: Clarification or revision of the Piece Rate for calculating ASOR% Payable w.e.f. 01.01.2006 in respect of Direct Payment System (DPS) working in the Depots.**

Please refer to Hqrs Circular No. 10/2006 dated 04.04.2006 issued from the instant file on the subject cited above, in which the revised place rate has been mentioned as Rs. 24/- per hundred bags (each weighing more than 65 Kg) for calculating ASOR% with effect from 01.01.2006. The procedure for prescribing such piece rate by Hqrs. for bags weighing more than 65 kg for calculating ASOR % for DPS workers was started with effect from 01.01.1994 in terms of the Memorandum of Settlement signed on 01.11.1994 between FCI Management Hqrs and the FCI Workers Union. At that time the basic piece rates were prescribed for two categories of bags as follow in the Model Tender form of the region.

S. No	Description of Services	Rate Per Hundred Bags	
		For bags weighing up to 65 kg (Rs)	For bags weighing more than 65Kg (Rs)

Meanwhile, as per the revised Modal Tender Form Circulated by Hqrs. vide No F-1/21/CVC/MTF/Cont./14 dated 24.08.2004 the categorization of bags on the basis of sizes has been done as under:-

S. No.	Description of Services	Rate Per Hundred Bags		
		For bags weighing up to 35 kg (Rs)	For bags weighing up to 50 kg (Rs)	For bags weighing more than 50Kg (Rs)

Since the piece rate of Rs. 240/- affective from 01.01.2006 prescribed by Hqrs in the above referred Circular No. 10/2005 dated 04.04.2006, is based and meant for bags weighing more than 65 Kg and since there is no provision for piece rate prescribed in the revised MTF for bags weighing more than 65 Kg, the field offices are facing problems in arriving at the ASOR% payable to DPS.

**Example:**

If, (a) Printed MTF piece rate for Item 1(b) bags weighing more than 65 kg as on 01.01.2004 = Rs. 25.00 per hundred bags

(b) Printed MTF piece rate for Item 1 (b) for bags weighing upto 65 kg each as on 01.01.2004 = Rs. 16.50 per hundred bags

## FOOD CORPORATION OF INDIA

(c) Printed MTF piece rate for item 1 (b) for bags weighing more than 50 kg as on 01.01.2006 = Rs. 50.00 per hundred bags

As such the printed piece rate for bags weighing upto 65 kg each or for bags weighing more than 50 kg each which was Rs. 16.50 as on 01.01.2004 has been revised to Rs.50.00 as on 01.01.2006. The percentage increase in this piece rate from 01.01.2004 to 01.01.2006 works out to:-

$$= \frac{\text{Rs. } 50.00 - 16.50}{16.50} \times 100 = 203\%$$

16.50

So, the printed piece rate of Rs. 25.00 for said item 1 (b) for bags weighing more than 65 kg as on 01.01.2004, would be revised to the national piece rate as on 01.01.2006 as under:-

$$\text{Rs. } 25.00 + \text{Rs. } 25.00 \times 203\% = \text{Rs. } 75.75 \text{ per hundred bags}$$

Now, ASOR % applicable to DPS workers in this case will work out as under:-

$$\frac{\text{Rs. } 240 - \text{Rs. } 75.75}{75.75} \times 100 = 216.83\% \text{ ASOR}$$

71.75

The Regional Offices may therefore calculate the respective ASOR % as above, payable to DPS workers in their respective Regions with effect from 01.01.2006.

**(J.P. Gupta)**

**Dy. General Manager(IR-L)**

## FOOD CORPORATION OF INDIA

Annexure-55

IR(L)/3(6)/88-vol.IX

Dated: October 09,2007

### CIRCULAR NO. 07/2007

**Sub: Circular No. 16/2006 dated 27th July, 2016{ issued from file No. IR(L)/3(6)/88-vol.VII}containing clarification on revision of the piece rates for calculation of ASOR % payable w.e.f. 01.01.2006 inn respect of Direct Payment System workers working in the depots- complaint No. NTB-1 of 2007 filed by FCI workers Union before the National Industrial Tribunal, Mumbai.**

The FCI workers Union filed complaint No. NTB-1 of 2007 before the National Industrial Tribunal, Mumbai under section 33(A) of the Industrial dispute Act, 1947 challenging the above cited Circular No. 16 of 2006 dated 27.07.2006 issued from file No. 12(1)/3(6)/88/VoI.VII and have alleged that the management has altered to the prejudice to the workmen, the piece rate payable to the Handling workers working under Direct Payment System. The IR-L allegation made by the union before the Hon'ble Tribunal in the above complaint being defended on merit. The matter is still subjudice.

In the meantime, the issues raised by the FCI Workers Union on this subject in a meeting held with then on 20.07.2007, have been examined in consultation with the Additional Solicitor General of India, Legal and finance Division of Headquarters. Consequently, it has been decided with the approval in the competent authority to keep in abeyance the above cited Circular dated 17.07.2006 with immediate effect till proceedings of the National Industrial Tribunal on the instant matter are closed.

The regional Offices may, therefore calculate and implement the respective ASOR% applicable to DPS workers as per the Headquarters Circular no. 10/2006 dated 04.04.2006 issued from file No. IR(L)/3(6)/88-Vol. VII till further orders. Action taken report may be furnished to this office.

**(J.P. Gupta)**

General Manager(IR-L)

# FOOD CORPORATION OF INDIA

Annexure-56

NoIR(L)/31(12)/97

Date:4.4.2002

## CIRCULAR No. 07 of 2002

### **Sub: Duty hours of departmental and DPS workers in inland godowns-reg**

Attention is drawn to Para 14.4 of this office Circular No.11/2000 dated 28th September, 2000 issued from file No. IR(1)/4(32)/98 regarding revision of wage structure of FCI Departmental workers working in inland depots (except Manmad, Pune, Warda, Panvel and Bombay City godowns). In the aforementioned clause it has been specifically mentioned that revised pay scales recommended for port workers are for shift of 7½ hours to 8 hours duration. As and when a decision is taken by management for revision in working hours of staff it would be made applicable to workers also without any modification in their wage structure as the workers Union had referred in principle to fall in line with the staff working hours when they demanded to reduce their working hours at par with the staff.

The working hours of the departmental workers working in inland godowns had been brought at par with the employees of the corporation on IDA pattern on the basis of consent Award of central Govt. Industrial Tribunal at Kolkata in reference No-5 of 1990 and Memorandum of understanding arrived at between the management of FCI and Food Corporation Workers Union on June 1994. With the revision of scales of pay and allowances for Category III & IV employees on IDA pattern w.e.f. 1.1.1997 vide Circular No. WR09200204 dated 19th February, 2002 issued from file No. WRC/1/5/2001 the duty hours of the above set of employees stand revised at par with the CDA pattern employees in all the offices w.e.f 19th February, 2002.

In view of the above, it has been decided that following working hours for the departmental and DPS workers working in inland godowns would be observed in suppression of earlier Circular issued by Hqrs. In this regard.

(1) For inland depots where departmental 10am to 5.30pm with lunch break of half an hour and DPS workers are working

The calculation of overtime rates will be made by treating the shift hours as 7.0 hrs instead of existing 6.5 hours other terms and conditions of calculation of overtime will remain unchanged.

These instructions will come into force from the date of issue of this circular. This circular may be displayed on the notice board.

(NAZIR AHMED)

Manager (IR-Labour)

## FOOD CORPORATION OF INDIA

Annexure-57

No.IR(L)/1(14)/2003/Vol.X

Dated: November 09,2005

### CIRCULAR NO.16/2005

**SUB: ORDER DATED 27.05.2004 OF NATIONAL INDUSTRIAL TRIBUNAL MUMBAI ORDER DATED 14.10.04 OF HON'BLE MUMBAI HIGH COURT (SINGLE BENCH) AND ORDER DATED 5.04.2005 OF THE HON'BLE DIVISION BENCH OF MUMBAI HIGH COURT IN LPA NO. 24/2005 IN RELATION TO PAYMENT OF INTERIM RELIEF TO THE WORKMEN WORKING UNDER DIRECT PAYMENT SYSTEM, NO WORK NO PAY SYSTEM OR MANAGEMENT COMMITTEE SYSTEM IN VARIOUS DEPOTS OF FOOD CORPORATION OF INDIA.**

It may be recalled that Hqrs. Decision was conveyed to all concerned in the above cited matter vide Circular No 04/2005 dated 6th May, 2005. Accordingly, payments have been released w.e.f 1.12.2003 to the eligible workers working under Direct Payment System and No Work No Pay system in the depots. The list of which was attached with the Circular as Annexure I & II respectively.

However, the FCI Workers Union and FCI (Handling ) Workers Union filed Contempt Petition No. 181/2005 and 285/2005 respectively in the Hon'ble Bombay High Court challenging the Hqrs. Said Circular No. 4/2005 dated 6.5.2005. In consonance with the proceedings of the Bombay High Court in the said Contempt Petitions, the decision of the competent authority was conveyed to all concerned vide Circular No-14 1/2005 dated 24.10.2005 withdrawing the earlier Circular No 04/2005 dated 6.5.2005, referred to above, in the matter.

The Hon'ble Bombay High Court has now been pleased to dispose of the Contempt Petition vide it orders dated 25.10.2005 with the direction that the orders of Bombay High Court passed by the Division Bench, the learned Single Judge and the award of the Tribunal must be implemented forthwith.

The operating part of the award given by the presiding Officer, National Industrial Tribunal , Mumbai on 27.05.2004 is reproduced as under

"Having considered the entire matter on record and the respective argument of the counsel for parties and further noting the change in piece rate from Rs. 205/- to 219/- per 100 bags, this Tribunal is of the opinion that it would be proper to grant additional interim relief to the extent Rs. 50/- per day workmen instead of Rs 100/- per day per workmen. Accordingly the FCI is directed to an additional sum of Rs50/- per worker on all working days to each workmen under Direct Payment System, No Work No Pay System or Management Committee in addition what they are being paid every day. The interim relief so granted to workmen shall be worked out on the basis of working days in a month. The relief is given from 1.12.2003 as all the applications for interim relief were filed in the month of November. All the applications are hereby allowed to content indicated above. No costs."

The above award of NIT Mumbai was challenged by FCI before Bombay High Court vide writ petition No.7716 of 2004. The Hon'ble Single Judge of Bombay High Court passed Orders dated 14.10.2004 with clarification as under."

" Being so, neither in law nor in equity there is any case made out for interference in the impugned order apart from clarification as rightly submitted by the respondent that an additional payment of Rs.50/- per day per workmen would relate only those days on which the work will be actually rendered by the workers. With this clarification in relation to the impugned award, the petition is rejected."

## FOOD CORPORATION OF INDIA

The FCI filed its PLA No. 24/2005 before the Division Bench Bombay High Court, against the above orders dated 14.10.2004 of Single Judge of Bombay High Court. The LPA was disposed of by the Division Bench Bombay High Court on 5.4.2005 as under:-

1. "The learned Single Judge, in Writ Petition No. 7716 of 2004 on 14th October, 2004, directed the Food Corporation of India to pay an additional sum of Rs.50/- per day per workman on the days when the workers have actually rendered services.

2. it is alleged by Ms. Indira Jaising learned Senior Counsel, that the workers have not been paid from 22nd May, 2004, MR. Sawant, learned Senior Counsel appearing for the appellant-Food Corporation of India fairly submits on instructions from Mr. A.K. Roy, Deputy Zonal Manager, Food Corporation of India, Mumbai, that the entire outstanding amount would be calculated at the rate of Rs 50/- per day for the actual services rendered by the workmen, and would be paid to them within four weeks from today. Mr. Sawant further submits that in case the payment is not made, then, he would not press his letters Patent Appeal, and the appeal shall automatically stand disposed of. We order accordingly the orders dated 25.10.2005 of Hon'ble Bombay High Court in the Contempt Petitions, referred above, are reproduced as under:-

"These contempt petitions have been filed against the Respondents for a breach of the award of the Tribunal, the order of the learned Single Judge dated 14.10.2004 and the order of the Division Bench dated April 2005. According to the Petitioners in both the Contempt Petitions, the Respondents have committed a breach of these orders by issuing the circular dated 06.05.2005 which is at Exhibit F to the Petition. After the Petitions were heard for some time in the last occasion i.e. 21.10.2005, the learned Additional Solicitor General appearing for the Respondents in both the Petitions sought an adjournment to consider whether the respondents should withdraw this circular. He now stated that the Circular Exhibit F dated 06.05.2005 has already been withdrawn by a notification dated on 24.10.2005.

3. In view of the withdrawal of this circular, the orders of this Court passed by the Division Bench, the learned Single Judge and the award of the Tribunal must be implemented forthwith.

4. The learned Additional Solicitor General states that the undertaking which have already been demanded from the workmen pursuant to the circular which has now been withdrawn, will not be acted upon by the Respondents.

5. Petitions disposed of accordingly.

In view of the above orders dated 25.10.2005 of Hon'ble Bombay High Court, it has been decided that the payment of additional interim relief of Rs. 50/- per day per workman maybe regulated afresh with effect from 01.12.2003 to the workers working under Direct Payment system in the depots (list attached as Annexure I) and the workers working under 'No Work No Pay' system in the depots (list attached as Annexure II), in terms of the award dated 27.05.2004 of the Tribunal, the orders dated 14.10.2004 of learned Single Judge of Bombay High Court, and the orders dated 05.04.2005 of the Division Bench of Bombay High Court, and the orders dated of 25.10.2005 Hon'ble Bombay High Court in the Contempt Petitions, as reproduced above. The payment of additional interim relief of Rs. 50/- per day per workman accordingly shall continue till further orders in this regard.

**(SUSHIL NAGPAL)**

**GENERAL MANAGER (IR-L)**

## FOOD CORPORATION OF INDIA

No IR-L/1(14)/2003/Vol.X

Dated: October 24/25,2005

### CIRCULAR NO 14/2005

**Sub: ORDER DATED 27.05.2004 OF NATIONAL INDUSTRIAL TRIBUNAL MUMBAI. ORDER DATED 14.10.2004 HON'BLE MUMBAI HIGH COURT (SINGLE BENCH) AND ORDER DATED 05.04.2005 OF THE HON'BLE DIVISION BENCH OF MUMBAI HIGH COURT IN LPA NO 24/2005 IN RELATION TO PAYMENT OF INTERIM RELIEF TO THE WORKMEN WORKING UNDER DIRECT PAYMENT SYSTEM, NO WORK NO PAY SYSTEM OR MANAGEMENT COMMITTEE SYSTEM IN VARIOUS DEPOTS OF FOOD CORPORATION OF INDIA.**

The FCI Workers Union and FCI (Handling) workers Union have filed contempt petition No. 181/2005 and 285/2005 respectively in the Bombay High Court challenging the Hqrs Circular no 04/2005 dated 06.05.2005 issued from file no IR(L)/1(14)/2003/Vol VIII on the cited subject. The matter came up for hearing before Hon'ble Bombay High Court on 21.11.2005.

In consonance with the proceedings of Hon'ble Bombay High Court it has been decided, with the approval of the competent authority, to withdraw Hqrs Circular no 04/2005 dated 06.05.2005 issued from file no IR(L)/1(14)/2003/Vol VIII on the cited subject the fresh instructions/ circular on the subject shall be issued separately.

**(SUSHIL NAGPAL)**

**GENERAL MANAGER (IR-L)**

# FOOD CORPORATION OF INDIA

Annexure-58

FAX

No. IR(L)/1/(14)/2003/Vol.-X

Dated : January 12, 2006

**Executive Director (Zone),**  
Food Corporation of India,  
**Zonal Office,**  
Noida / Mumbai / Kolkata / Chennai / Guwahati.

**The General Manager (Region),**  
Food Corporation of India,  
**Regional Office,**  
New Delhi / Chandigarh / Panchkula / Shimla / Jaipur / Lucknow / Dehradun / Jammu / Mumbai / Bhopal / Ahmedabad / Raipur / Patna / Bhubaneshwar / Shillong / Guwahati / Dimapur / Chennai / Thiruvanthapuram / Bangalore / Hyderabad / Ranchi / Kolkata / Itanagar

**Sub : Order Dated 27.05.2004 of National Industrial Tribunal, Mumbai. Order Dated 14.10.2004 of Hon'ble Mumbai High Court (Single Bench) and order dated 05.04.2005 of the Hon'ble Division Bench of Mumbai High Court in LPA No. 24/2005 in Relation to payment of Interim Relief to the workmen working under Direct Payment System, No Work No Pay System or Management Committee system in various depots of Food Corporation of India.**

**Ref : Hqrs. Circular No. 16 / 2005 Dated 09.11.2005 [File No. IR(L)/1(14)/03/Vol X].**

Sir,

The field offices have sought for various clarifications on the cited subject and same are clarified hereunder:-

Query	Clarification
Whether aforesaid interim relief is to be paid for all the working days of the month or for the days the DPS has actually rendered services?	The Hon'ble Single Judge of Bombay High Court its order dated 14.10.2004 [extract of which has been reproduced in above Circular at Page 2] in WP No 7716 of 2004 has clarified that an additional payment of Rs. 50/- per day per workman would relate <u>only to those days on which the work will be actually rendered by the workers.</u>
Whether the additional payment of Rs. 50 per worker per day is to be taken for calculation of Gratuity / Ex-Gratia/PLI/CPF of DPS workers?	Since the said additional payment of Rs. 50 per day per worker will be in the shape of wage, the same may be taken for calculation of Gratuity / Ex-Gratia/PLI/CPF of workers concerned.
Whether the additional payment of Rs. 50 per day per worker is recoverable from those workers who have retired or due to retire shortly on superannuation against their dues?	Since the condition of undertaking from the retired / retiring workers has been withdrawn as per the orders dated 25.10.05 of Hon'ble Bombay High Court in Contempt Petition No. 181 / 2005 and 285 / 2005, the additional payment of Rs. 50 per day per worker may not be recovered from the retired / retiring workers.

You are requested to take further necessary action on the above lines.

Yours faithfully,

(SUSHIL NAGPAL)  
GENERAL MANAGER (IR-L)

# FOOD CORPORATION OF INDIA

Annexure-59

No. IR(L)/1(14)/2003-Vol.IX/PF

Dated : July 25, 2006

**Executive Director (Zone),**  
Food Corporation of India,  
**Zonal Office,**  
Noida / Mumbai / Kolkata / Chennai / Guwahati.

**The General Manager (Region),**  
Food Corporation of India,  
**Regional Office,**  
New Delhi / Chandigarh / Jammu / Lucknow / Dehradun / Patna / Ranchi / Kolkata / Panchkula / Shimla / Jaipur / Bhubaneswar / Shillong / Guwahati / Dimapur / Mumbai / Bhopal / Ahmedabad / Raipur / Hyderabad / Thiruvanthapuram / Bangalore / Chennai.

**Sub: Order Dated 27.05.2004 of National Industrial Tribunal, Mumbai, Order Dated 14.10.04 of Hon'ble Mumbai High Court (Single Bench) and Order Dated 05.04.2005 of the Hon'ble Division Bench of Mumbai High Court in LPA No. 24/2005 in Relation to payment of Interim Relief to the workmen working under Direct Payment System, No Work No Pay System or Management Committee System in various depots of Food Corporation of India.**

**Ref: Hqrs. Clarifications given vide Letter No. IR(L)/1(14)/03/Vol. X Dated 12.01.2006.**

Sir,

The field offices have sought for further clarifications on the cited subject and same are clarified here under:-

Query	Clarification
i) Since interim relief is payable only for the days on which work will be actually rendered by the worker, the amount of interim relief payable will vary from month to month? Therefore, for the purposes of calculation of gratuity, whether the interim relief paid in the last month of service has to be taken or interim relief of last 3 months is to be taken?	The DPS workers are paid on piece rates. Therefore, their earnings over & above the minimum guaranteed wage are taken into consideration for 90 days from the preceding date of retirement / termination of employment and are divided by 90 for calculating 1 day wage for the purpose of payment of gratuity. The said Rs. 50/- per day per worker is payable only for the day on which the worker performs work and the same is not payable on the days on which no work is performed by the worker. Therefore, the said amount of Rs. 50/- is paid over and above the MG wage of the DPS workers, the same paid during the last 3 months may be divided by 90 for the purpose of payment of gratuity.

## FOOD CORPORATION OF INDIA

Query	Clarification
ii) Whether the said interim relief Rs. 50/- per day per worker is to be included in the MG wages while calculating the ASOR payable to the workers or not?	The said interim relief of Rs. 50/- per day per worker is payable on the days the worker has performed the work. This amount of interim relief is not to be included in MG wage while calculating the ASOR payable to the DPS workers.
iii) Whether the said interim relief of Rs. 50/- per day per worker is to be included for working out the hourly rate of OTA or not?	The hourly rate for the purpose of payment of OTA to DPS worker is arrived at on the basis of actual earnings for the actual work done and the same is not based on the MG wage. The said interim relief of Rs. 50/- is payable to the DPS workers in addition to what they are being paid only for the day on which the worker has performed the work. Therefore, the said amount of Rs. 50/- per day per worker may not be treated as wage for the purpose of calculating hourly rate of OTA to the DPS workers.

The payment of Interim relief of Rs. 50/- per day per worker and its inclusion in wage for the purpose of Gratuity, Ex-Gratia, PLI & CPF, is subject to the final outcome of the Appeal filed by the FCI in the Hon'ble Bombay High Court.

You are requested to take further necessary action in the matter.

**Yours faithfully,**

**(J.P. Gupta)**

**DY. GENL. MANAGER (IR-L)**

# FOOD CORPORATION OF INDIA

Annexure-60

No. IR(L)/4/(2)/93

Dated : 16.05.1994

(CIRCULAR)

**Subject : Fixation of working hours for the Piece Rate System Workers ('B' Category workers) and Direct Payment System (DPS) / Mate/Workers' Management Committee (WMC) System workers engaged in the depots.**

In terms of the Memorandum of Understanding dated 13.6.94 signed between the management of Food Corporation of India and the representatives of FCI Workers Union, the working hours of Piece Rate System ('B' Category) workers, working in godowns listed in Annexure 'B' of Agreement dated 12.04.91 as well as at Chakradharpur Depot and of Direct Payment System (DPS) workers who are enjoying the daily Minimum Guaranteed wages of Rs. 52/- or Rs. 50/-, as the case may be and of the workers engaged in 50 depots under the Mate/WMC System as per Annexure, shall be adjusted and fixed by the concerned SRM/DM at par with that of depot staff working in respective depots. As such, these Labourers shall put in 6½ effective working hours daily with 30 minutes lunch-break at par with depot staff in the respective depots.

2. Utmost care may be taken to avoid the deployment of labourers of the above mentioned systems after duty hours and all possible efforts may be made in booking the labourers in such a way that the handling operations are completed within duty hours. If deployment of these labourers after duty hours becomes essential in the exigencies of work on any day, minimum possible number of labourers strictly in accordance with the workload available may be detained for overtime work, after duly considering the financial aspect towards payment of OTA to such labourers vis-a-vis the demurrage etc. In case, the payment of overtime wages payable to the labour for overtime work after shift hours on any day, is assessed more than the demurrage etc., likely to be paid, then deployment of labourers in OTA need not be preferred. The Concerned District Manager shall be responsible to ensure strict compliance of these instructions. If the above workers shall be engaged for overtime work in the exigencies, they shall be entitled to overtime payment at 1.25 times of the hourly rate for the extra duty hours put in beyond the normal duty hours up to statutory hours of work and rate for overtime allowance beyond statutory hours of work is prescribed in the respective Shops & Establishments Acts of the respective States.

3. The hourly payment rate of the Labour Gang for the overtime hours would be calculated by dividing the gang's total earnings for the entire day including work done during and after normal duty hours by total number of hours put in by the gang for the day.

4. Strictly for the purpose of overtime payment only, the gangs' earning for the day would be divided by the number of workers present in the gang on the day without including Sardar and Mondal for arriving at the hourly rate payable to the individual worker. The same hourly rate would be payable to sardar and Mondal separately.

5. A few illustrations are given in the prescribed proforma for regulating the payment of OTA to the above labourers.

6. These orders shall be applicable to the above labourers engaged in the depots located in North, West and North-East Zones as also in the depots of M.P. and in depot at Akola in Maharashtra in West Zone and they will come into effect from 1st June, 1994.

(P.K. Khakkar)

Manager (IR-L)

# FOOD CORPORATION OF INDIA

Annexure-61

No. IR(L)/14(31)/98

Dated : 27.09.1999

(CIRCULAR NO-13/1999)

**Subject : Clarification on payment of overtime wage to the workers working in various depots under Direct Payment System (DPS).**

Attention is invited to Headquarters Circular No. IR(L)/4(2)/93 dated 16.6.94 issued on the subject "Fixation of working hours for the Piece Rate System workers ('B' Category) and Direct Payment System (DPS) / Mate/Workers Management Committee (WMC) System workers engaged in the depots" and regulation of OTA for work beyond fixed / statutory hours. The category of Piece Rate System ('B' Category) workers and Mate/Workers Management Committee (WMC) System workers have since been eliminated from all the depots, by their up gradation as departmental workers and Direct Payment System (DPS) workers, respectively.

2. The above Circular dated 16.6.94 provides the procedure for regulating payment of overtime wages to the above category of workers working in various depots. There have been a number of queries from the field offices, seeking clarifications on payment of OTA to the labourers presently working under Direct Payment System (DPS) as they are interpreting the Headquarters' instructions, differently.

3. The matter has been re-considered in Headquarters and it is clarified that the DPS workers working in various depots for food-handling operations, if engaged beyond office hours in the exigencies of work, shall be entitled to the overtime wage equal to 1.25 times of hourly rate for the extra hours beyond duty hours but up to statutory hours of work prescribed in the respective Shops & Establishment Act of the respective States. For the extra hours of work beyond statutory hours, the overtime wages shall be paid equal to 2 (Two) times or as prescribed in the Act. of hourly rate / wage. Accordingly, if the normal working hours in a depot for DPS labourers are 10 AM to 5 PM including half-an-hour lunch-break, and if DPS workers are asked to do work beyond 5 PM on a day, then they will be paid overtime wage equal to 1.25 times of hourly rate for 1½ hours for that day provided the statutory hours prescribed in the concerned Shops & Establishments Act, are 8 effective hours in a day. It is further clarified that if the same workers are asked to work beyond 8 hours on the same day, they will be eligible for overtime wage for the hours work performed beyond 8 hours at 2 (two) times or at the rates prescribed in the respective Shops & Establishments Act, of hourly rate/wage for hours work done beyond statutory hours.

4. The hourly rate for the purpose of payment of overtime wage for the work done on week days will be calculated by dividing the total earning for the entire day including work done during and after shift hours by total number of hours put in for work by the handling workers for that day. The total earnings for the entire day including work done during and after normal duty hours will be apportioned in ratio to the number of hours work done in the normal shift hours and number of hours work done beyond normal working hours. The proportionate actual earnings so calculated for the work done in the normal shift hours shall be payable subject to minimum guaranteed wage of the labourers. It means that if the gang has started work at 12 noon and have worked up to 6 pm then the actual proportionate earnings for the period from 12 noon to 5 PM or the minimum guaranteed daily wage, whichever is higher, shall be payable. In addition, the overtime wage will be payable for one hour from 5 PM to 6 PM equal to 1.25 times of the proportionate actual earnings for one hour on that day. This procedure will

## FOOD CORPORATION OF INDIA

be applicable for doing work on working days of the week. A few illustrations indicating total wages including overtime wage payable to the DPS labourers, are given in the enclosed examples for regulating the payment of OTA on a uniform pattern.

5. As regards working on weekly off days, the overtime wage will be paid equal to 1.25 times for the hours work done beyond shift hours of the week i.e. 39 hours (6½ effective hours x 6 days of the week) and up to statutory weekly hours i.e. 48 hours or so as per Shops & Establishment Act. Further, overtime wage for the work done beyond statutory hours i.e. 48 hours or so will be paid at the rate prescribed in the Shops & Establishment Act. This shall be paid in addition to the minimum guaranteed daily wage payable as usual for weekly off day. If a worker is engaged for work on holiday/weekly off and has already worked for more than 48 hours or the ceiling limit as provided under the local Shops & Establishment Act of the respective state during the week days, he would be entitled for payment of overtime wage as per the provisions of the Shops & Establishments Act. The hourly rate for the purpose of payment of overtime wage for the work done on weekly off days will be calculated by dividing the actual total earnings for the entire day by the total number of hours put in for work for that day. In case sufficient work is not made available to the workers due to which the actual earnings are less than the Minimum Guaranteed Daily wage, the hourly rate will be worked out by dividing minimum guaranteed daily wage by 6 ½ hours i.e. effective normal duty hours. A few illustrations indicating total wages payable to DPS workers including overtime wage for the work done on their weekly off days are also given in the examples for regulating the payment of OTA on uniform pattern.

6. For payment of overtime wages to Gang Sardar and / or Mondal, wherever they exist and work with the loading gang, the gang's earning would be divided by the number of Handling Labour (Leader) present in the gang on the day, without including Sardar and Mandal, for arriving at the hourly rate and same would be payable separately to Sardar and / or Mandal who worked with the gang.

7. The Ancillary Labourers shall also be paid overtime wages in the above manner except that their hourly rate for overtime wage shall be worked out by dividing the respective minimum guaranteed Daily wage by effective normal duty hours i.e. 6½ hours at present.

8. Attention is also invited to Para 2 of this office Circular No. IR(L)/4(2)/93 dated 16.6.94 wherein it has been stated that the financial aspect towards payment of OTA to such labourers vis-a-vis the demurrage etc. will be taken into consideration for the deployment of labourers after the duty hours. This proviso has also been reviewed in view of the fact that the wagon is national property and non-loading/unloading of the wagons in time results in under-utilization of the wagons and also brings bad name to the Food Corporation of India for undesirable detention of wagons it has been decided to forego this provision. Further to ensure that the placement of wagons in FCI Sidings as well as Railway Good sheds is regulated and these are released expeditiously, it has been decided that following instructions may be complied strictly while deploying the workers on overtime after the duty hours or on Sundays / holidays :-

(i) Whenever a rake is placed at a depot, all the labourers available would be deployed for loading/unloading the bags into/from the wagons to ensure that the stocks are loaded/unloaded within free time allowed by the railways and there is no demurrage on this account. No plea would be allowed to any labour to work only up to the datum except in circumstances where a labour has joined duty after long sickness. The other labourers will continue to work till the rake is unloaded without putting under any kind of demurrage.

## FOOD CORPORATION OF INDIA

(ii) The AM (Depot) / Depot Incharge would also assess that the Labourers available at the depot are sufficient to unload the wagons in time. In case the labourers are too short due to being on leave or some other reasons, they may have to arrange additional labour preferably by shifting similar regular workers from nearby other depot in consultation with the concerned District Manager but it has to be ensured that the wagons do not incur any demurrage under any circumstances. These workers shall be entitled to actual 'second' class train fare or bus fare to and fro.

(iii) The AM(Depot) / Depot Incharge shall be responsible to keep close liaison / co-ordination with the local Railways regarding placement of wagons in the FCI siding or Railhead so that they are able to deploy labour accordingly in time or on OTA basis wherever necessary.

(iv) In cases where the additional labour has been engaged from other depots, the detailed instructions for maintenance of records of such workers engaged and work done by them would be issued by the respective zonal Managers to their field offices.

(v) It has been observed that at a number of depots even though all the gangs are booked by the AM(D) / Depot Incharge for work, a number of gangs do not perform any duties as they are sure to get minimum guaranteed wages, resulting into excess burden of work on the remaining workers and fictitious increase in the incentive wages. If all the workers work equally, there will be optimum utilization of available labourers avoiding idle wages. All AMs(D)/Depot Incharges should see this aspect and wherever such irregularities are taking place, they should report the matter to Distt. Manager under intimation to the Sr. Regional Manager concerned for rectification by taking disciplinary action against such labourers and also by discussing with the labour representatives or their Union to eradicate such evil in the operations.

(vi) At times on petty matters like delay in payment of some old wages/dues to the labourers or some quarrel/dispute between Category III/IV employees and the labourers, it is observed that all the labourers go on short-term agitation and make the rakes stand putting it under heavy demurrage. If any such situation arises at a depot, the recovery for the demurrage would be made from the wages of all the labourers equally.

(vii) It has been observed that at a number of depots, the Cat. III & IV staff as well as labourers and Ancillary Labourers come late and the godowns are also opened very late. This has to be stopped forthwith. If such reports are received by the management at District level, Regional level.

# Missing

# FOOD CORPORATION OF INDIA

Annexure-62

No. IR(L)/31(12)/07

Dated : 4.4.2002

## CIRCULAR No. 02 of 2002

### Subject : Duty hours of departmental and DPS workers in inland godowns - reg.

Attention is drawn to Para 14.4 of this office Circular No. 11/2000 dated 28th September, 2000 issued from file No. IR (L)/4(32)/98 regarding revision of wage structure of FCI's departmental workers working in inland depots (except Manamad, Pune, Wardha, Panval and Bombay City godowns). In the aforementioned clause it has been specifically mentioned that revised pay scales recommend for port workers are for shift of 7-1/2 hrs. to 8 hrs. duration. As and when a decision is taken by the Management for revision in working hours of staff it would be made applicable to workers also without any modification in principle to fall in line with the staff working when they demanded to reduce their working hours at par with the staff.

The working hours of the departmental workers working in inland godowns had been brought at par with the employees Award of Central Govt. Industrial Tribunal at Kolkata in reference No. 5 of 1990 and Memorandum of Understanding arrived at between the Management of FCI and Food Corporation Workers Union on June 1994. With the revision of scales of pay and allowances for Category III & IV employees on IDA pattern w.e.f. 1.1.1997 vide circular No. WRC/1/5/2001 the duty hours of the above set of employees stand revised at par with the CDA pattern employees in all the offices w.e.f. 19th February, 2002.

In view of the above, it has been decided that following working hours for the departmental and DPS workers working in inland godowns would be observed in suppression of earlier Circular issued by Hqrs. in this regard.

- (i) For inland depots where departmental and DPS workers are working 10.00 AN to 5.30PM with lunch break of half an hour.

The calculation of overtime rates will be made by treating the shift hours as 7.0 hrs. instead of existing 6½ hrs. Other terms & conditions of calculation of overtime will remain unchanged.

These instructions will come into force from the date of issue of this circular. This circular may be displayed on the Notice Board.

(NAZIR AHMED)

Manager (IR-Labour)

# FOOD CORPORATION OF INDIA

Annexure-63

No. IR(L)/4/(33)/2003

Dated : 19.01.2004

(CIRCULAR-No. 02/2004)

**Sub : Payment of Overtime wage to the workers working under Direct Payment System (DPS) for food handling operations in the depots godowns in various Regions.**

Attention is invited to Headquarters Circular No. IR(L)/4(2)/93 dated 16.6.1994 and amendments clarifications issued from time to time in the matter of payment of overtime wage to the Direct Payment System (DPS) workers. The matter has been reconsidered in view of various types of exemption granted to FCI from the provisions of Shops & Establishment, Act by the respective States. Therefore, a notice dated 1.7.02 (copy enclosed) was issued by FCI under Section 9-A of the Industrial Disputes Act, 1947. The same was seized for conciliation by the Regional Labour Commissioner (Central), New Delhi on an industrial dispute raised by the Union and the operation of the said notice was stayed w.e.f 22nd July, 2002 due to statutory obligation under Section 33 of the I.D., Act. This Office Fax message of even number dated 29.08.03 (copy enclose) is relevant.

The conciliation proceedings in the instant industrial dispute ended with "FOC" report on 22.10.03 and the Conciliation Officer has submitted the "Failure of Conciliation" Report vide letter No. ND-8/19/2002-PA dated 11.11.03 and other letter No. ND-8/5/2003-P.A. dated 05.11.2003 in other identical dispute. The period of conciliation proceedings of this I.D. Case stands concluded.

It has therefore, been decided to revise the OTA rates applicable to the workers working under Direct Payment System (DPS) for food handling operation in various depots/ godowns as under :-

1	Areas where FCI has been granted total exemption from O.T. provisions of Shops & Establishments Act of the concerned state and where the 'appropriate authority' of the Shops & Establishments Act has clarified that this Act is not applicable to the establishments of FCI in that area.	1.1 times of hourly rate of earnings.
2	(1) In other areas where neither the exemption has been granted to the FCI establishments nor has been clarified by the appropriate authority that the Shops & Establishments Act is not applicable to the establishments of FCI	As per the Shops & Establishment Act of the respective State.

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(II) In these areas, for the intervening period i.e. after prescribed working hours and up to the statutory working hours as given in the respective Shops & Establishment Act.	1.25 times of hourly rate of earnings.
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The other terms and conditions in the matter of payment of overtime wage/earnings to the DPS workers as contained in Headquarters Circular No. IR(L)-4(2)/93 dated 16.6.1994 and Circular No. 13/1999 dated 27.9.1999 issued from file No. IR(L)-14(31)/98, shall remain the same.

This issue with the concurrence of Legal and Finance Division of Headquarters.

S/d-

**(C.D. Gupta)**  
**Manager (IR-L)**

## FOOD CORPORATION OF INDIA

Annexure-64

No. IR(L)/14/(1)/2014

Dated : 03.02.2014

(CIRCULAR-No. 07/2014)

**Sub : Provision of 15 days "Leave without Pay" per annum to DPS Workers.**

At present, wages for Sunday are not paid in those cases where a worker has been absent on any day during the preceding week days. It has been decided as per the discussions held with the Unions & with the approval of Competent Authority that a provision would be made for 15 days "Leave Without Pay" per annum & any absence during week day would be governed accordingly against this special Leave, so that the deduction for Sunday in such cases is not warranted.

This issue with the approval of the Competent Authority.

S/d-

(Dr. Rajesh Gulia)  
Dy. General Manager(IR-L)

# FOOD CORPORATION OF INDIA

ANNEXURE 65

No. IR(L)/14/(31)/98-Vol.III

Dated : 19.06.2012

(CIRCULAR-No. 05/2012)

**Sub: Clarification with regard to calculation of Wages /OTA/CPF Deduction in respect of Direct Payment System.**

Attention is invited to this office letter of even number dated 14.07.2011 forwarding therewith instructions relating to payment of wages / Piece-rate wages, OTA and fringe benefits in respect of Direct Payment System Labour.

In this connection, multiple queries relating to payment of wages, OTA etc. in respect of DPS workers have been raised by the field offices before the FAP Hqrs. These issues were also discussed in a meeting held in Headquarters on 08.05.2012 with the officers of FAP and Finance Division. Accordingly, clarification in respect of issues is given as under:-

S. No.	Query	Circular No. & Date	Clarification
1	In case sufficient work is not made available to the workers and Piece rate earnings are less than the minimum guaranteed daily wage. Then how OTA be calculated in following situations :  Case No.1- On week days.  Case No.2- On weekly-off	Circular No. 13/99 dated 27/30.09.99 issued form file No. IR(L)/14(31)/98	As regards Case No. 1 (Weekly days), Extract of Para 4 of Circular dated 27/30.09.1999 is given as under :-  The hourly rate for the purpose of payment of overtime wage for the work done on week days will be calculated by dividing the total earnings for the entire day including work done during and after shift hours by total number of hours put in for work by the handling workers for that day. The total earnings for the entire day including work done during and after normal duty hours will be apportioned in ratio to the number of hours work done in the normal shift hours and number of hours work done beyond normal working hours. The proportionate actual earnings so calculated for the work done in the normal shift hour shall be payable subject to minimum guaranteed wage of the labourers.

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S. No.	Query	Circular No. 2/ of 2004 dated 19.01.2004	Clarification
			As regards Case No. 2 (Weekly Off), Extract of Para 5 of Circular dated 30.09.1999 is given as under :-  “..... In case sufficient work is not made available to the workers due to which the actual earnings are less than the Minimum guaranteed Daily Wages, the hourly rate will be worked out by dividing minimum guaranteed daily wages by 6½ (now it is 7 hours) i.e. effective normal duty hours.”
		Circular No. 7/2002 dated 04.04.2002 issued from file No. IR(L)/31(12)/97	Extract of the Circular No. 7/2002 is given as under :-  (i) Working hours for inland depots where departmental and DPS workers are working – 10.00 AM to 5.30 PM with lunch break of half an hour.”  (ii) The calculation of overtime rates will be made by treating the shift hours as 7 hours instead of existing 6½ hours. Other terms & conditions of calculation of overtime will remain unchanged.  (iii) These instructions were applicable w.e.f. 04.04.2002.
		<b>Circular No. 2/ of 2004 dated 19.01.2004</b>	<b>Extract of the revised OTA rates applicable to DPS workers in depots / godowns :</b>
		1	Areas where FCI has been granted total exemption from O.T. provisions of Shops and Establishments Act of the concerned State and where the 'Appropriate Authority' of the Shop & Establishments Act has clarified that this Act is not applicable to the establishment of FCI in that area.
			1.1 times of hourly rate of earnings.

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S. No.	Query	Circular No. 2/ of 2004 dated 19.01.2004	Clarification
		2(i)	In other areas where neither the exemption has been granted to the FCI establishments nor it has been clarified by the appropriate authority that the Shops & Establishments Act is not applicable to the establishments of FCI.
		(ii)	In these areas, for the intervening period i.e. after prescribed working hours and up to the statutory working hours given in the respective Shops & Establishment Act.
		<b>CLARIFICATION :</b> It is reiterated that OTA in respect of DPS labour is to be calculated as per the revised rates mentioned above.	
2	<b><u>WEEKLYDAY</u></b> (Case No. 1)  (i) If a DPS labour gang is Detained/ deployed on OTA before the commencement of daily hours but no work was available during the period of OTA.		(i) If no work is provided to the worker concerned during over time and working hours then hourly wages will be calculated as per the minimum wages of the workers concerned divided by existing normal working hours (7 hours as on date).
	(ii) If a DPS labour is deployed before the commencement of duty hours but actual work is provided from 15 to 20 hours.		(ii) [a] OTA hours (Before/After normal working hours) during which no work was performed :  Hourly wages will be calculated as given under :-  Minimum Guaranteed Wages divided by existing normal working hours (7 hours as on date).

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S. No.	Query	Circular No. 2/ of 2004 dated 19.01.2004	Clarification
			<p>(ii) [b] <u>OTA hours (Before/After normal working hours) during which work was performed :</u></p> <p>Hourly wages will be calculated as given under :-</p> <p>Piece-rate earning divided by no. of hours actual work performed.</p> <p>Or</p> <p>Minimum Guaranteed Wages divided by 7 (existing normal working hours)</p> <p>The higher hourly rate, out of the above, will be payable.</p> <p><u>ILLUSTRATION</u></p> <p>Actual work is provided from 15 to 20 hours: the hourly rate would be calculated as under :</p> <p>Piece-rate earning divided by 5 (20 hours -15 hours)</p> <p>OR</p> <p>Minimum Guaranteed Wages divided by 7 (existing normal working hours)</p>
	<p><b>WEEKLY OFF</b></p> <p><b>(Case No. 2)</b></p> <p>(iii) On weekly off days what will be mode of calculation of OTA rate if work load was available for only three hours in a day.</p>		<p>The higher hourly rate, out of the above, will be payable.</p> <p><b><u>WEEKLY OFF</u></b></p> <p>(iii) The hourly rate for the purpose of payment of overtime allowance for the work done on weekly off days will be calculated as given under :-</p> <p>Piece-rate earning divided by 3 i.e. actual hours of work done.</p> <p>OR</p> <p>Minimum Guaranteed Wages divided by 7 (existing normal working hours).</p> <p>The higher hourly rates out of the above will be payable.</p>

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S. No.	Query	Circular No. 2/ of 2004 dated 19.01.2004	Clarification
3	Deduction of CPF in DPS Labour	(i) DPS workers are Piece rated workers. However they have been given protection of Minimum Guaranteed Daily Wages as per the settlement dated 01.11.1994 and subsequently, Minimum Daily Wage Act w.e.f. 01.04.2010. The piece rate wages forms part of their wages which is calculated as per ASOR%. Therefore it will be counted for deduction of CPF as per practice in vogue. In other words, CPF will be deducted on Minimum Guaranteed Wages or Piece-rate earning of works concerned whichever is higher. (ii) Interim relief of Rs.50/- payable to the DPS workers as per interim award of the NIT, Mumbai on actual day of working.	
		Extract of Letter No. IR(L)/1(14)/2003/Vol. X dated 12.01.2006 is given as under :-  "Since the said additional payment of Rs.50/- per day per worker will be in the shape of wage, the same may be taken for calculation of Gratuity / Ex-gratia / PLI / CPF of workers concerned".	
4	Payment of Sardar / Mandal is less as compared to Handling Labour in Direct Payment System.	Circular No. IR(L)/4(15)/94 Dated 05.12.1994	It is reiterated that as per instructions contained in Circular No. IR(L)/4(15)/94 dated 05.12.1994 (Para-I), the total earning of a labour gang on a day shall be divided by the number of Handling labourers actually worked in the gang on that day and the average amount so arrived at per H/L shall be paid by FCI to the Sardar and Mandal provided they were present in the gang on that day.  The perusal of the above clause will make it explicitly clear that Sardar and Mandal are entitled to get Piece rate earning of the day equivalent to average Piece rate earning of the handling labour. There is no provision to protect the proportionate gap in the daily minimum guaranteed wages of handling labour, Mandal and Sardar.

S/d-

**(T. Jayakumar)**  
**General Manager(IR-L)**

## FOOD CORPORATION OF INDIA

ANNEXURE 66

No. IR(L) 14(2)/2005

Dated : August 23, 2005

### CIRCULAR NO. 10/2005

#### **Sub : Clarification about 'First Aid Facility' Applicable to Direct Payment System (DPS) workers who sustain injury on Duty-Reg.**

As per the existing service conditions of the Direct Payment System (DPS) workers, they are eligible for "First Aid Facility" in case of injury while on duty. There have been cases where the DPS worker being seriously injured while on duty, had to be taken to the Hospital. In such cases the issues have arisen with regard to bearing the expenses incurred due to hospitalization of the injured DPS worker. Therefore, it has been decided that the existing facility of "Medical First Aid" in case of serious accident / injury while on duty in respect of DPS worker may be rationalized as under :-

- (i) The DPS worker who sustains serious injury / accident during the course of his employment at his work spot and the injury / accident sustained demands / warrants immediate hospitalization in Emergency, he may be immediately taken to the nearest hospital which has been empanelled by FCI for indoor medical treatment of the Departmental labour and employees under "Direct Payment Scheme."
- (ii) In case such empanelled hospital is not available nearby, then the injured DPS worker may be taken to the nearest Government Hospital for similar hospitalization in Emergency.
- (iii) FCI shall bear the expenses only for such hospitalization in the empanelled hospital or the Government hospital, as the case may be, and FCI shall make payment directly to the hospital for such hospitalization treatment including cost of medicines, operation charges, if any, during the treatment. Such payments may be made to the hospital by Asstt. Manager (Depot) with the approval of District Manager concerned, as & when required by the hospital, out of the contingency fund and due prescription / receipts may be obtained. The expenses for such hospitalization in respect of DPS worker will be made directly to the empanelled hospital with the rates which have been agreed to by the hospital with FCI for providing indoor medical treatment to the Departmental labour and employees of the Corporation.
- (iv) Since the payments for such hospitalization in respect of DPS worker will be made directly by FCI to the concerned hospital, there will be no question of having any reference from FCI Medical Officer for indoor treatment to empanelled hospital or Government hospital and accordingly no authority letter for indoor treatment will be required in case of DPS worker for such hospitalization.
- (v) Expenses for such hospitalization will be borne by FCI, as above, till the DPS worker will be discharged by the hospital.

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(vi) Since the expenses for such hospitalization of DPS worker will be paid by FCI directly to the hospital concerned, as above, there will be no question of preferring bill by the DPS worker and reimbursement of any such expenses to the DPS worker;

(vii) In case the injured DPS worker will be required to be kept in the Hospital Ward / Room for treatment, then his entitlement shall be the lowest category of ward / room of the hospital concerned.

I. However, the above facility of hospital treatment will not be admissible to the injured DPS worker in the following contingency :

(a) If injury sustained under the influence of intoxication or due to violation of safety measures / rules; and

(b) In case of hospitalization in any non-empanelled private Hospital / Nursing Home.

3. The concerned District Manager shall be the competent authority to approve the payment / reimbursement of the expenses to the hospital concerned for such hospitalization of the seriously injured DPS worker.

4. It may be clarified that compensation, if any, payable to the injured DPS worker under the provisions of workmen's compensation Act, 1923 shall not have any bearing on the expenses of hospitalization in case of serious injury to be borne by FCI, as above.

5. Kindly ensure that the above guidelines are adequately conveyed to the concerned District Managers and Asstt. Managers (Depot) for necessary compliance / action.

**SD/-**

**(J.P. Gupta)**

**Dy. General Manager (IR-L)**

# FOOD CORPORATION OF INDIA

ANNEXURE 67

No. IR(L) 14(2)/2005

Dated : 02-09-2011

## CIRCULAR NO. 14/2011

### Sub : Medical Health Care Benefits to Direct Payment /NWNPSystem Labour under ESI Act.

Ministry of Labour and Employment vide Notification dated 20-07-2009 has extended the provisions of the Employees' State Insurance Act 1948 (34 of 1948) to the classes of Establishments specified in Column (1) and situated with in the area, specified in Column (2) of the Schedule to the Category of employees specified in Column (3) of the said Schedule. Establishment engaged in warehousing is covered in the above mentioned notification.

2. The Dy. Director, Employees' State Insurance Corporation, Regional Office, Rajendra Bhavan, Rajendra Place, New Delhi vide letter No. 11-S/11/12/1/151/2008/Coordn. Dated 30-08-2010 (copy enclosed) has requested to register DPS Labour working at FSD Shakti Nagar and Okhla.

### 3. Benefits under scheme are given as under.

a. **Medical Benefit :** Full medical facilities for self and dependents are admissible from day one of entering insurable employment. Whereas, the primary, out patient, inpatient and specialist services are provided through a network of Panel clinics, ESI dispensaries and Hospitals, Super Speciality Services are provided through a large number of advanced empanelled medical institutions on referral basis.

b. **Old Age Medical Care :** Full Medical Care for self and spouse on superannuation subject to having completed five years in insurable employment immediately before superannuation in case of having suffered permanent physical disablement during the course of insurable employment. The Rate of Contribution for Superannuated/Disabled insured persons is Rs. 120/- per annum payable in lump sum at the branch office for availing full medical care for self and spouse.

c. **Sickness Benefits (Cash) :** Sickness Benefit is payable to an insured person in cash, in the prevent of sickness resulting in absence from work and duly certified by an authorized insurance Medical Officer / Practitioner. The benefit becomes admissible only after an insured employee has paid contribution for atleast 78 days in a contribution period of six months.

d. **Maternity Benefits (Cash) :** Maternity Benefit is payable to insured women in case of confinement or miscarriage or related sickness from pregnancy. For claiming the benefit an insured women should have paid contribution for atleast 80 days in two consecutive contribution periods i.e. one year.

e. **Disablement Benefits (Cash) :** Diablement-Benefit is payable to insured employees suffering from physical disablement due to employment injury or occupational disease insured person should be an employee on the date of accident.

f. **Dependents Benefit (Cash) :** Dependent Benefit (Family pension) becomes payable to dependents of a deceased insured person where death occurs due to employment injury or in occupational disease. A widow can receive this benefit on a monthly basis for life or till her remarriage. A son or daughter can receive this benefit on a monthly basis till eighteen years of age other dependents like parents can also receive this benefit under certain conditions, for life.

## FOOD CORPORATION OF INDIA

**g. Funeral Expenses :** On death of an insured person subject to a maximum of Rs. 5,000/- It is payable at the Branch Office.

**h. Vocational Rehabilitation :** In case of disablement, insured persons under 45 years of age with 40 percent or more disablement. Vocational training is also made available to those insured persons who are rendered unemployed unwillingly, for ensuring re-employability. These vocational trainings will be provided through AVTIs.

**i. Medical Bonus :** The rate of confinement expenses for Rs. 2,500 per confinement.

**j. Physcial Aids:** Free supply of physical aids and appliance such as crutches, wheelchairs, dentures, spectacles and other physical aids.

**k. Unemployment Allowance (Rajiv Gandhi Shramik Kalyan Yojna) :** Unemployment Allowance is payable to those workers facing involuntary unemployment due to closure of factory/establishment; retrenchment or permanent invalidity arising but of non-employment injury. The daily rate of Unemployment Allowance is at par with the standard sickness benefit rate which is just above 50 percent of daily wages. This allowance is payable for a maximum period of 12 months either in one spell or different spells of not less than one month's duration. The insured person's eligibility condition has now been relaxed to three years from earlier five years, for being able to avail the Unemployment Allowance.

4. A bipartite settlement was signed with FCI Handling Workers Union on 11-05-2011 which was also registered under Industrial Disputes Central Rules, wherein, it has been agreed that DPS/NWNP system labourers will be extended benefits of the Medical Health Care Scheme as per the provisions of ESI Act 1948. Thus the implementation of the Medical Health Care Scheme in respect of DPS / No. Work No. Pay System Labourers have become statutorily binding upon FCI (i) as per ESI Act (ii) as per Industrial Dispute Act. Matter has been examined and it has been decided to implement the Medical Healthcare benefits available under E.S.I. Act in respect of the DPS Workers working in Shakti Nagar Okhla Depots under Pilot Scheme.

5. The Departmental Labour are already covered in the Health Scheme of FCI. Therefore are not covered under ESI Act.

6. The Medical Health Care Scheme extended to the DPS Labour for the treatment of injury sustained in course of their employment vide Circular No. Circular -10/2005 (File No. IR(II)14(2)/05) dated 23-08-2005 will stand withdrawn immediately at the pilot location after the coverage of DPS workers in Medical Health Scheme of ESIC.

7. Further the Regional Director, ESI, Rajender Bhavan, Rajendra Place, New Delhi may be contracted to complete the requisite conditions and allocation of Code Number for the purpose of remittance of contribution in respect of DPS workers working in Delhi Region. Similarly, the GMs (Region) of other Region should also contact Regional Director, ESIC of the respective states to finalise modalities in respect of DPS and NWNP System labour working in the respective Regions.

8. Returns, Forms, Records to be maintained and Submission under the ESI Act, 1948 as prescribed in its Central Rules are enclosed for strict compliance.

Encl : (A/A)

**SD/-**  
**(S.K.Swain)**  
**Dy. General Manager (IR-L)**

## FOOD CORPORATION OF INDIA

No. 11-S/11/12/1/151/2008/Co-ordn

Dated : 30-08-2010

To,  
**Sh. Javed Yusuizai**  
**The Executive Director (Commercial)**  
**Food Corporation of India,**  
**16-20, Barakhamba Lane,**  
**New Delhi-110001**

**Sub : Examination of FCI's request for extension of Employees State Insurance Facility to the Handling Mazdoor of FCI engaged under Direct Payment System in the depots situated at Delhi.**

Sir,

Please refer to your D.O. Letter No. IR(L)/4/21(2005/Vol-III dated 26-10-2009 and subsequent correspondence dated 4-1-2010 and 14-1-2010. Our Social Security Officer deputed for this purpose has however reported that your regional Office at Rajendra Bhawan, Rajendra Place, New Delhi has not extended full co-operation in sharing the information in this regard. However, as per information gathered by him we are covering the 78 DPS labour engaged at FCI, District Centre office, Shakti Nagar, Delhi. You are requested to kindly direct your District Centre at Mayapuri to register their DPS labour at FSD Okhla who has engaged 272 DPS labour. Other employees at FSD Shakti Nagar, If any may also be got covered immediately.

Similar action may be taken for other depots in Delhi and other states. Kindly also direct your Regional Office, Rajendra Bhawan, Rajendra Place, New Delhi to submit declaration forms in respect of all converable DPS labour immediately to this office.

**Yours faithfully,**

**(J.K. Chandel)**

**Dy. Director**

**Copy to :** Director, E.S.I. Corporation, Sub Regional Office, Okhla, Delhi alongwith copy of report Social Security Officer report dated 11-08-2010 and 16-08-2010 with the request to depute a Social Security Officer at DPS Okhla for immediate coverage of DPS employees employed there.

2. Regional Manager Food Corporation of India, Regional Office, Rajendra Bhawan, Rajendra Place, New Delhi-110008 for information & necessary action.

**Dy. Director**

# FOOD CORPORATION OF INDIA

Annexure-68

No. IR(L)/4(8)95-Vol. II

Dated : 1.6.2012

## CIRCULAR No. 04 of 2012

**Subject : Amendment in the FCI Group Insurance Scheme, 1980 for the employees of the Corporation - In lieu of EDLI, 1976; and switch over to EDLI Scheme, 1976 (EPF&MP Act, 1952)**

Attention is invited to EP Division's Circular No. EP-24-2012-02 dated 06.03.2012 issued from file No. EP-42 (I)/94 (copy enclosed) wherein the approval of Competent authority has been communicated to

- (i) Enhance the presented ceiling limit of the insurance cover under FCI Group Insurance Scheme from Rs. 1,02,000/- (One lakh two thousand) to Rs. 1,30,000/- (One lakh thirty thousand) w.e.f. 08.01.2011 and
- (ii) to replace the FCI's Group Insurance Scheme, 1980 by EDLI Scheme operated by Employees Provident Fund Organization (EPFO) under the EPF & MP Act. 1952.

2. The above provision of Circular No. EP-24-2012-02 dated 06.03.2012 shall also be applicable to the Departmental Labour of FCI and other categories of labourers viz. Piece-rate ('B' Category) System and DPS workers who are governed by the FCI, CPF regulations, 1967 in terms of various agreements signed between FCI Management and Labour Unions.

3. In case of all the above categories of labourers governed by FCI (CPF) Regulation, 1967 who die on or after 01.03.2012, the payment under EDLI scheme shall be disbursed by the Employees Provident shall accordingly be required to send Form No. 5 (IF) as enclosed, duly filled in all respect to the respective Zonal Offices who shall be responsible for submitting the forms of the claimants with EPFO and depositing the requisite fee (inspection charges, Insurance Contribution, administrative charges).

4. Suitable Instructions may be issued to all concerned for strict compliance of the above clarification / instructions.

**Encl : As above**

**(S.K. Swain)**

**Dy. General Manager (IR-L)**

## FOOD CORPORATION OF INDIA

ANNEXURE 69

No. IR(L)/31/(15)/96-Vol-II

Dated : 4/13-03-2003

(CIRCULAR-04/2003)

**Subject : Compassionate appointment of next of kin of Direct Payment System workers who die in harness-Reg.**

As per the existing scheme for compassionate appointment contained in Hqrs Letter No. IR (L)/4(L)/78 Vol-II dated 22/28-1-1998 the next kin of the deceased DPS worker are being considered against post of Handling Labours only. However, compassionate engagement is being given to the female member as Ancillary Labour under Direct Payment System, only in the cases where no male member is available in family of the deceased DPS worker for engagement as Handling Labour.

2. The matter has been reviewed in the light of the rulings of various courts and the instructions of Govt. of India and it has been decided that henceforth condition of ceiling of 5% of vacancies against sanctioned strength for appointment on compassionate ground in Direct Payment System, as already applicable in case of employees of the Corporation, will also be applicable in case of compassionate appointment under the Direct Payment System. The limit of 5% quota on appointment on compassionate ground cannot be increased or relaxed in the light of the instructions of Govt. of India Proceeding for determinations / availability of vacancies).

3. The compassionate appointment in case of Direct Payment System workers may be made upto a maximum of 5% of vacancies falling under direct recruitment quota. The sanctioned strength as on 30th November, 2002 and laboures in position against the post of Handling / Ancillary / Labour as on 30th November, 2002 will be taken to calculate the vacancies ear-marked for compassionate appointments. The post of Ancillary / Handling Labour will be

clubbed to consider appointment on compassionate ground. Female dependents will be appointed as per the existing instructions against post of Ancillary Labour. It will be open for appointing authority to accommodate the person in the waiting list for compassionate appointment in the place where vacancies are available.

4. The other terms and conditions of compassionate appointment as contained in the existing instructions will remain unchanged.

**(C.D. Gupta)**

**Manager (IR-L)**

# FOOD CORPORATION OF INDIA

ANNEXURE 71

No. IR(L)/4/(46)/2004-Vol-VI

Dated : 09-04-2013

(CIRCULAR-04/2013)

**Subject : Procedure for appointment compassionate ground of legal hires of Direct Payment System workers who died on workspot**

Attention is invited to this office circular No. 4/2003 dated 04.03.2003 (File No. IR(L)/31(15)/96/Vol-II) vide which instructions for compassionated appointment of next Kith and Kin of the DPS workers within the ceiling limit of 5% vacancies of DPS was issued. At present, the cases of compassionate ground appointment of next kith and kin of the deceased DPS workers are being considered by the respective GM(Region) subject to availability of vacancies within the ceiling limit of 5%.

The Labour unions have been demanding time and against that the dependents / next kith and kin of those DPS workers who died on workspot while performing the duties may be considered irrespective of the 5% ceiling limit on humanitarian ground to mitigate the financial hardships of the family members who are left in the indigent condition. The demand of the union has been examined on humanitarian ground for redressal of the grievance of the workmen/union.

The Board of Directors of FCI in its meeting held on 18-03-2013 (355th BD) has authorized CMD, FCI to approve such cases of compassionate appointment of next Kith & Kin of workers who died on work spot within the Regions/ Zones concerned irrespective of ceiling of 5% of total vacancies under DR quota subject to the condition that the total number of cases of compassionate appointment should not be allowed to exceed 5% of the total vacancies (on All India basis) under DR quota.

It is requested that number of vacancies available within the ceiling limit of 5% may be calculated zone/region-wise as per the existing instructions and be sent to this office on priority. Further, all the EDs(Zone)/GMS (Region) may send the cases of compassionate appointment of dependent of those DPS workers who died at workspot while performing while performing duties after examining their eligibility within the laid down parameters to headquarters for consideration / decision.

SD/-

(S.K. Swain)

Dy. General Manager (IR-L)

# FOOD CORPORATION OF INDIA

ANNEXURE -72

No. IR(L)/4/(6)/81-Vol-III

Dated : 4-04-2003

(CIRCULAR-06/2003)

**Subject: Payment of Gratuity under payment of Gratuity Act 1972 to the department and Direct Payment System labourers.**

The labourers working under the departmental and Direct Payment System in FCI's depots are being paid gratuity under the provisions of payment of Gratuity Act, 1972 and rules frame there under as per the existing instructions issued from time to time.

It has been reported that field officers are facing difficulties in calculating the gratuity in regard to inclusion of incentive earnings as a component for a calculation of Gratuity. Therefore, they have sought clarification of Gratuity. Therefore, they have sought clarification of Gratuity. Therefore, they have sought clarification whether the period of three months or 90 days preceding the date of termination in such cases taken into account in the calculation of incentive wages.

In view of this, it is clarified that in light of the existing instructions; and provisions of section-4 of the payment of Gratuity act, it has been found appropriate that gratuity to the retiring labourers / legal heirs of the deceased labour is to be paid as per details given as under :-

**1. DEPARTMENTAL :**

**(A) Handling Labour/Sardar/Mandal.**

As per settlement signed with the Labour Union on 24-05-1994, incentive wages to the labourers is to be treated as part of their wages for the purpose of calculation of gratuity amount as per admissibility. Accordingly, the said amount be calculated as per following formula :-

$$\frac{\text{Basic pay} + \text{DA}}{26} + \frac{\text{Incentive wages earnings of 90 days immediately preceding the termination of his employment}}{90} \times 15 \times \begin{matrix} \text{No. of} \\ \text{Years} \\ \text{of} \\ \text{Service} \end{matrix}$$

**(b) ANCILLARY LABOUR :**

No. of Years of Service

$$\frac{\text{Basic pay} + \text{DA}}{26} \times 15 \times$$

## FOOD CORPORATION OF INDIA

### 2. DIRECT PAYMENT SYSTEM (PIECE RATED) :

#### (A) HANDLING LABOUR / MANDAL / SARDAR

$$\frac{\text{monthly earning of minimum Guaranteed wages.}}{26} + \frac{\text{earning over \& above monthly minimum Guaranteed wages for 90 days preceding date of termination of his employment.}}{90} \times 15 \times \text{No. of Years of Service}$$

#### (B) ANCILLARY LABOUR

$$\frac{\text{Monthly earning of minimum guaranteed wages}}{26} \times 15 \times \text{No. of Years of Service}$$

The instructions as in vogue regulating gratuity will remain unchanged.

This issues with the concurrence of Finance Division.

SD/-

(C.D. Gupta)  
Manager (IR-L)

# FOOD CORPORATION OF INDIA

ANNEXURE -73

## FOOD CORPORATION OF INDIA HEAD QUARTERS, NEW DELHI

No. IR(L)/14/(11)/03

Dated : 09-01-2008

(CIRCULAR-01/2008)

**Subject : Settlement of Gratuity in Respect of Labour Absorbed / Regularized / Inducted & Enrolled as Department Labour, Direct Payment Labour System and No Work no Pay (NWNP) Labour System - Non-Inclusion of the period of Service Rendered under Ex-H & T Contractors / Labour Coop. Societies Prior to their Induction.**

The erstwhile contract workers who were working in the notified depots of Kerala Region were regularized by FCI as Direct Payment System workers w.e.f. 1-5-1996. As per the agreed terms and conditions of their engagement under DPS, they were/are entitled for Gratuity as per Payment of Gratuity Act w.e.f. the date of their Induction / Regularization in FCI under DPS.

The ex-DPS workers of various Direct Payment System depots of Kerala Region had filed collective / individual applications before the ALC (C) and Controlling Authority, Trivandrum seeking directions to FCI for payment of Gratuity to them by reckoning the period of their service rendered under various Handling & Transport Contractors / Labour Cooperative Societies prior to their Induction under Direct Payment System in FCI, as continuous service for payment of Gratuity. The ALC(C) upheld the prayer of the workers in all these cases.

The GM, RO, Kerala filed WPs before the Hon'ble High Court of Kerala at Ernakulam against the above decision of ALC (C) but the same was also dismissed in favour of the workers by its judgement dated 12.7.05.

Subsequently, the GM, RO, Kerala filed writ Appeals before the Division Bench of the Hon'ble High Court of Kerala against the Single Judge's Judgement dated 12.7.2005. The Hon'be Division Bench Delivered its common judgement on 18.8.06 in W.A. No. 1953 of 2005 alongwith W.A. No. 1942 / 2005 in favour of FCI setting various similar claims of the workers vide said judgement (copy enclosed).

The operational part of the Judgement dated 18-8-2006 in the W.A. No. 1953 of 2005 is reproduced below :-

"----- In the absence of any express provision / contained in the Payment of Gratuity Act to rope in such period as service rendered while the workmen were under the employment of third person, the appellants cannot be mulcted with the liability to pay gratuity reckoning such pass service as well. The claim if any by the workmen can only be laid against the employer under whom they were employed during that period.

## FOOD CORPORATION OF INDIA

Leaving open the right of the workmen to claim Gratuity from whom so ever concerned for the past services they rendered, we hold that the appellants are not liable to pay gratuity for the service rendered by the workmen to the private contractors or to the society prior to the Introduction of the Direct Payment System. In the circumstances, we set aside the judgement of the learned Single Judge and also the orders passed by the Controlling Authority and the Appellate Authority and allow the appeals."

SD/-

(V.K. Ball)  
(Chief Justice)

SD/-

(P.R. Raman)  
(Judge)

However, K.P. Thankamani & Ors. Challenged the above judgement dated 18-08-2006 of the Hon'ble High Court of Kerala before the Hon'ble Supreme Court of India by filing the SLP No. 4744/2007 but the same was dismissed by the Hon'ble Supreme Court vide its judgement dated 8.3.2007 (copy enclosed).

The above judgement of the Hon'ble Supreme Court may be utilized for settling similar claims/disputes/court cases of workers in the respect zones/regions.

**Encl : as above**

SD/-

(Anil Kapoor)  
(Asstt. General Manager (IR-L))

# FOOD CORPORATION OF INDIA

Annexure-74

No. IR(L)/4(15)/94/Vol.III

Dated : 22-06-2012

## CIRCULAR NO. 9 / 2012

**Subject: Revision of rates of Daily Allowance admissible to Food Handling Workers including Ancillary Labour working in depots under Departmental and Direct Payment System.**

Attention is invited to Headquarters Circular No. 21/2006 dated 10/23.10.2006 and circular No. 07/2009 dated 28/29-05-2009 issued from File No. IR(L)/4(15)94-Vol.III on the above mentioned subject. In partial modification of these Circulars, it has been decided with the approval of Competent authority to revise the existing daily allowance prescribed therein as under:

Designation / Category	Daily Allowance per day per worker	
	Cities classified as 'X' and 'Y' for the purpose of HRA	All other Cities / Stations
(A) Daily Allowance to Departmental Labour		
(i) Sardar, Mandal and Handling Labour	Rs. 224/-	Rs. 184/-
(ii) Ancillary Labour	Rs. 208/-	Rs. 176/-
(B) Daily Allowance to DPS Labour		
(i) Sardar, Mandal and Handling Labour	Rs. 144/-	Rs. 128/-
(ii) Ancillary Labour	Rs. 128/-	Rs. 112/-

2. This order will be effective from the date of issue of these instructions.

3. The other terms and conditions as contained in this office Circular No. 08/2003 dated 23-04-2003 and subsequent corrigendum issued vide letters dated 11-06-2003 and 5-1-2004 issued from File no. IR(L)/4(15)94 Vol-III will remain unchanged.

**(Authority 347th Meeting of Board of Directors held in 12-06-2012)**

SD/-

**(S.K. Swain)**  
**Dy. General Manager (IR-L)**

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3. GM (FAP/FCI, Hqrs, New Delhi.
4. DGM (IT), Computer Division, FCI Hqrs ..... with the request to upload the Circular in  
FCI Website.

# FOOD CORPORATION OF INDIA

ANNEXURE -75

## FOOD CORPORATION OF INDIA HEAD QUARTERS, NEW DELHI

No. IR(L)/1(8)/2016/WZ

Dated : 17.10.2016

(CIRCULAR-14/2016)

**Subject : Option for conversion of cadre from Ancillary Labour to Handling Labour in Dpartmental/DPS/NWNP System.**

References have been received from the field offices for the field offices for the conversion of cadre from Ancillary Labour to Handling Labour. The matter has been examined and it has been decided with the approval of Competent Authority to consider the request for conversion of Ancillary Labour to Handling Labour.

1. The vacancy / vacancies of Handling Labour in the gang may be filled in by options to the available Ancillary Labour in the depots. The senior most Ancillary Labour, of such optees, may be given preference to make handling labour subject to fitness for the post of Handling Labour i.e. he should not be a handicapped person and should be able to pass a test of loading / unloading atleast 90 big bags or 135 50 Kg bags in a day/shift. It may be ensured that such change of cadre to Handling Labour should be against a clear vacancy of Handling Labour.
2. He will be the junior most Handling Labour in the gang and will not have any lien in the capacity of Ancillary Labour.
3. The vacancy of Ancillary Labour which could occur on account of change of cadre as Handling Labour will stand abolished in view of surplus labour available in the FCI.
4. The basic pay of the incumbent will be fixed in the appropriate stage available in the pay scale of Handling Labour without giving any increment in the scale of pay of Ancillary Labour as the conversion of cadre will be optional and on his request.
5. However, while implementing the change of cadre from Ancillary Labour, it may be ensured that the work meant for Ancillary Labour is not adversely effected.

The Competent Authority to allow change of cadre as above shall be General Manager (Region)

SD/-

(Dr. C.L. Ram)

(Chief General Manager (IR-L))

Copy to :

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3. GM(FAP), FCI, Hqrs, New Delhi
4. DGM(IT), FCI, Hqrs, New Delhi. with the request to upload the Circular on PCI's Webside.

# FOOD CORPORATION OF INDIA

Annexure - 76

## FOOD CORPORATION OF INDIA HEAD QUARTERS, NEW DELHI

No. IR(L)/3(4)/96 Vol-III

Dated : 21-11-2012

### CIRCULAR-23/2012)

**Subject :Dusting operator Allowance to the Ancillary labourers / godown mazdoors working in various godown / depots under Direct Payment System / NWNP System.**

Attention is invited to Circular No. 12/1999 dated 26-07-1999 (Issued from File No. IR(L)/3(4)/96/Vol-III).

2. The workers working under DPS/NWNP System in various godowns/depots are paid Dusting Operator Allowance @1/30th per day of the Monthly Dusting Operator Allowance as revised from time to time (which was Rs. 125- per month presently) only for the days on which they have actually performed duties related to fumigation, spraying etc. strictly in accordance with the records/documents in FCI as certified by Manager (QC) Technical Assistant concerned.
3. The issue regarding enhancement of rate of dusting operator allowance was under consideration of the Management it has now been decided with the approval of the competent authority that henceforth the Godown Mazdoors/Ancillary labourers working under DPS/NWNP System in various godowns/depots across the country maybe paid Dusting Operator Allowance at rates which is being paid to the Departmental workers, meaning thereby monthly Dusting Operator Allowance i.e. Rs. 250 /- + Rs. 72 /- (Increased w.e.f. 01-10-2011) = Rs.312 /- divided by 30 arrive at daily rate of the dusting operator allowance.
4. This payment will be made only for the days on which they have actually performed duties relating to fumigation, spraying etc.
5. The other existing terms and conditions for payment of Dusting Operator Allowance to give Mazdoors/Ancillary Labourers shall remain unchanged.
6. These instructions would be applicable from the date of issues of the circular.
7. This issues with the approval of C&MD.

SD/-

(S.K. Swain)

(Dy. General Manager (IR-L))

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Bhubaneshwar/Guwahati/Shillong/Dimarpur/Chennai/Thiruvananthapuram/Bangalore/Hydrabad/ Itanagar
3. The ED (IA), FCI, Hqrs, New Delhi
4. GM(FAP), FCI, Hqrs, New Delhi. .... for necessary action please.
5. DGM(IT), FCI, Hqrs, .. with the request to upload the Circular on FCI website.

# FOOD CORPORATION OF INDIA

Annexure - 77

## FOOD CORPORATION OF INDIA HEAD QUARTERS, NEW DELHI

No. IR(L)/4(10)/98

Dated : 29-05-1998

(CIRCULAR)

**Subject: Enhancement of age of retirement for departmental workers, under DPS and No work No. pay system.**

As per FCI handling instruction on date, the departmental workers as well as workers under direct payment system and no work no pay system shall be superannuating from services on attaining the age of 58 years (Fifty eight years). The Government of India has since decided to enhance the age of superannuation from 58 to 60 years in carrying employees working in Central Public Sector Enterprises. In terms of such decision of the Government of India, it has been decided that the age of retirement for the departmental workers, workers under 'direct payment system and no work no pay' system shall be enhanced from the age of 58 years to 60 years w.e.f. 29th May 1998. However, workers whose date of birth is the first of the month shall retire from service on the afternoon of the last date of the preceding month on attaining the age of 60 years. All other terms and conditions shall remain unchanged.

Immediate necessary action may be taken to implement the above instructions of the Headquarters.

SD/-

(K.D. Saxena)

(Manager (IR-L))

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3. PS to Chairman/PR, FCI, Hqrs..., New Delhi.

# FOOD CORPORATION OF INDIA

Annexure - 78

No. IR(L)/4(20)/2006

Dated : 06/07.14.2010

(CIRCULAR-4/2010)

**Subject :Protection under "Persons with Disability" (Equal Opportunities, Protection of Right and Full Participation) Act 1995" in respect of labourers engaged under Direct Payment System.**

**Protection under "Persons with Disabilities (Equal Opportunities) Protection of Rates and Full Participation Act 1995"**

Section 47 of the Persons with Disabilities (Equal Opportunities, Protection of Rates and Full Participation) Act 1995" provides as under :

**"No establishment shall dispense with or reduce in rank, an employees who acquires a disability during his service.**

**..... Provided that, if an employee after acquiring disability is not suitable for the post he was holding could be shifted to some other post with some payscale and services benefit.**

**Provided, further that if it is not possible to adjust the employee against any post, he may be kept on supernumerary post until a suitable post is available or he attains the age of superannuation whichever is earlier".**

The Direct Payment System labourers who acquire any of the following disabilities during his service and becomes permanently disabled to perform their duty will be given benefit of Section 47 of the act as above on the basis of disability Certificate issued by the competent authority. The format of the disability certificate to be issued by the competent authority as per above act is enclosed :

## **Definitions of Disabilities**

"Definitions of categories of disabilities are given below : -

(I) (a) Blindness : "Blindness" refers to a conditions where a person suffers from any of the following conditions namely :

- (i) Total absence of sight or
- (ii) Visual acuity not exceeding 6/60 or 20/20 (snellen) in the better eye with correcting lenses; or
- (iii) Limitation of the field of vision subtending an angle of 20 degree or worse;

(b) Low vision : "Person with low vision" means a person with impairment of visual functioning even after treatment or standard refractive correction but who uses or is potentially capable of using vision for the planning of execution of a task with appropriate assistive device.

(II) Hearing Impairment : "Hearing Impairment" means loss of city decibels or more in better ear in the conversational range of frequencies.

## FOOD CORPORATION OF INDIA

(III) (a) Locomotor disability : "Locomotor disability means disability of the Bones, Joints and muscles leading to substantial restriction of the movement of the limbs or any form of cerebral palsy."

(b) Cerebral Palsy : "Cerebral Palsy" means a group of non-progressive conditions of a person characterized by abnormal motor control posture resulting from brain insult or injuries occurring in the prenaal, peri-natal or infant period of development.

(c) All the cases of orthopedically handicapped persons would be covered under the category of "Locomotor disability or cerebral palsy."

### **2. Dispensation of Services.**

The labourers, who are declared totally unfit for employment either because of injury while on duty or due to causes directly attributed to employment and are not eligible for the protection under section 47 of Act (Persons with Disability (Equal Opportunities, Protection of Rates and Full Participation) Act 1995) on the basis of disability certificate issued by the competent authority, will be retired from service after payment of compensation under the Workmen Compensation Act and admissible terminal dues.

The services of the Direct Payment System Labour who have acquired disability during the service and are not eligible for protection as per the provisions of this Act in furtherance to the disability certificate issued by the competent authority envisaged in the Act in question I will also be dispensed with after payment of the admissible terminal dues. ED (Zone) will be competent authority to decide these cases.

(S.K. Swain)

(Dy. General Manager (IR-L))

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# FOOD CORPORATION OF INDIA

NAME & ADDRESS OF THE INSTITUTE / HOSPITAL

CERTIFICATE NO. ....

Date .....

## DISABILITY CERTIFICATE

Recent Photograph  
of the candidate  
showing the  
disability duly  
attested by the  
Chairperson of the  
Medical Board.

This is certified that Shri. / Smt./ Kum .....

Son /wife/daughter of Shri ..... age .....

Sex ..... identification marks (s) ..... is suffering from

Permanent disability of following category :

**A. Locomotor or cerebral palsy :**

(i) **BL - Both legs affected but no arms.**

(ii) **BA-Both legs affected (a) Impaired reach (b) Weakness of grip**

(iii) **BLA-Both Legs and Both Arms affected.**

(iv) **QL-One leg affected (right or left)**

(a) **Impaired reach**

(b) **Weakness of grip**

(c) **Ataxic**

(v) **OA-One arm affected**

(a) **Impaired reach**

(b) **Weakness of grip**

(c) **Ataxic**

(vi) **BM-Staff back and hips (Cannot sit or stoop)**

(vii) **MW-Muscular weakened and limited physical endurance.**

**B. Blindness or Low Vision :**

(i) **B-Blind**

(ii) **PB - Partially Blind**

## FOOD CORPORATION OF INDIA

**C. Sharing Impairment**

**(i) D-Deaf**

**(ii) PD - Partially Deaf**

..... (Delete the category whichever is not applicable)

**2. This condition is progressive / Non-progressive / likely to improve / not likely to improve, Re-assessment of this case is not recommended / is recommended after a period of ..... years ..... Months"**

**3. Permanent of disability in his/her same as .....percent.**

**4. Sri/Smt/Kum. .... Means the following physical requirements for discharge of his / her duties.**

- |  |                 |
|--|-----------------|
| <b>(i) E-can perform work by manipulating with fingers</b> | <b>Yes / No</b> |
| <b>(ii) PP-can perform work by pulling and pushing</b>     | <b>Yes / No</b> |
| <b>(iii) E-can perform work by lifting</b>                 | <b>Yes / No</b> |
| <b>(iv) KC-can perform work by kneeling and crouching.</b> | <b>Yes / No</b> |
| <b>(v) B-can perform work by bending</b>                   | <b>Yes / No</b> |
| <b>(vi) S-can perform work by sitting</b>                  | <b>Yes / No</b> |
| <b>(vii) ST-can perform work by standing</b>               | <b>Yes / No</b> |
| <b>(viii) W-can perform work by walking</b>                | <b>Yes / No</b> |
| <b>(ix) SE-can perform work by seeing</b>                  | <b>Yes / No</b> |
| <b>(x) H-can perform work by hearing / speaking</b>        | <b>Yes / No</b> |
| <b>(xi) RW-can perform work by reading / writing</b>       | <b>Yes / No</b> |

**Dr. ....  
Member  
Medical Board**

**Dr. ....  
Member  
Medical Board**

**Dr. ....  
Chairperson  
Medical Board**

**Concern signed by the  
Medical Superintendent / CMD Head of  
Hospital (With seal)**

**"Strike out which is not applicable**

## FOOD CORPORATION OF INDIA

Annexure - 79

No. IR(L)/3(7)/99-Vol-III

Dated : 27-10-2011

**The General Manager (Region),  
Food Corporation of India,  
Regional Office,**

**Lucknow/Chandigarh/Dehradoon/Chennai/Bangalore/Hyderabad/Himachal Pradesh /  
Panchkula / Jaipur.**

**Subject :Broad Guidelines for regulating the service condition of "No Work No Pay" System workers.**

Sir,

Kind attention is invited to this office letter of even number dated 10-08-2011 (copy enclosed) vide which broad guidelines for introducing No Work. No Pay System have been circulated.

In this connection, it is stated that field offices have reported to this office that difficulties are being experienced in implementation of Para (ii) of the broad guidelines referred to above for the purpose of induction of ex-contractor under NWNP System. It has also been reported to this office that GM (Punjab) while inducting labourers under NWNP system in 24 notified depots have successfully followed the formula for identifying the contractor labour in the notified godowns by taking into account labourers who have worked in the depot for preceding three years. GM (Haryana) has also pointed out that it would be better to follow the formula by taking into account the labourers who have worked in the depot for preceding 3 years.

The matter has been examined taking into consideration the process of induction of ex-contractor workers followed in the past at the time of introduction of Direct Employment system in FCI depots and it has been decided that para (ii) of the broad guidelines for introducing No work No pay System may read as under :-

PARA (ii)

"For induction of ex-contractor workers under "No Work No Pay" System in the notified depots, seniority list may be prepared for each depot on the basis of actual number of days work performed by each worker during the last three years in the concerned depot with the contractors from the date of notification or cessation of work in the notified depots:.

This issues with the approval of CMD.

**Yours faithfully,**

**(T.Jayakumar)**

**General Manager (IR-L)**

## FOOD CORPORATION OF INDIA

No. IR(L)/3(7)/99-Vol-III

Dated : 27-10-2011

**The General Manager (Region),  
Food Corporation of India,  
Regional Office,  
Lucknow/Chandigarh/Dehradun/Chennai/Bangalore/  
Hyderabad/Himachal Pradesh/Panchkula/Jaipur.**

**Subject :Broad Guidelines for regulating the service condition of "No Work No Pay" System workers.**

Sir,

Kind attention is invited to this office letter of even number dated 10-08-2011 (copy enclosed) vide which broad guidelines for introducing No Work. No Pay System have been circulated.

In this connection, it is stated that field offices have reported to this office that difficulties are being experienced in implementation of Para (ii) of the broad guidelines referred to above for the purpose of induction of ex-contractor under NWNP System. It has been reported to this office that GM (Punjab) while including labourers under NWNP system in 24 notified depots have successfully followed the formula for identifying the contractor labour in the notified godowns by taking into account labourers who have worked in the depot for preceding three years. GM (Haryana) has also pointed out that it would be better to follow the formula by taking into account the labourers who have worked in the depot for preceding 3 years.

The matter has been examined taking into consideration the process of induction of ex-contractor workers followed in the past at the time of introduction of Direct Employment system in FCI depots and it has been decided that para (ii) of the broad guidelines for introducing No work No pay System may read as under :-

PARA (ii)

"For induction of ex-contractor workers under "No Work No Pay" System in the notified depots, seniority list may be prepared for each depot on the basis of actual number of days work performed by each worker during the last three years in the concerned depot with the contractors from the date of notification or cessation of work in the notified depots:.

This issues with the approval of CMD.

**Yours faithfully,  
(T.Jayakumar)  
General Manager (IR-L)**

# FOOD CORPORATION OF INDIA

Annexure 80

No. IR(L)/31(13)/2011

Dated : 09-10-2012

## CIRCULAR NO. 18/2012

**Subject : Travelling Allowance / Daily Allowance to Food Handling Workers working in depots under "No Work No Pay" System.**

The "No Work No Pay" system is prevalent in many depots including the depots recently notified by the Ministry of labour prohibiting engagement of contract labour. Field Offices of FCI have recommended that provision for payment of TA/DA may be made in respect of this category of labour when they are deployed to other depots in exigency of work. Similar demand has been raised by the labour unions also.

2. The matter has been examined and it has been decided to extend the facility of TA/DA to the "No work No pay" System Workers. The rates of TA/DA which will be payable to the "No Work No Pay" System workers are given as under :-

- (i) Travelling Allowance : Actual ordinary bus fare
- (ii) Daily Allowance :

CITY CLASSIFICATION	HANDLING LABOUR	ANCILLARY LABOUR
For X & Y Cities	Rs. 144/-	Rs. 128 /-
Other Cities	Rs. 128/-	Rs. 112/-

3. The workers under this system may be deployed on tour basis in exigency of work only and proper monitoring of expenses on payment of TA/DA may be made to ensure that unavoidable payments are not made.

4. The other terms and conditions as contained in this office Circular No. 08/2003 dated 23-04-2003 and subsequent corrigendum issued vide letters dated 11-06-2003 and 05-01-2004 issued from file No. IR(L)/49(15)/94/Vol. III will also be made applicable.

5. This order will be effective from the dated of issue of these instructions.

(Authority : 350th Meeting of Board of Directors held on 27-09-2012)

SD/-

(S.K. Swain)  
Dy. General Manager (IR-L)

## FOOD CORPORATION OF INDIA

Annexure - 81

No. IR(L)/31(13)/2011

Dated : 15-10-2012

### CIRCULAR NO. 19/2012

Attention is invited to this office letter No. IR(L)/3(7)/99/Vol-VII dated 10-08-2011 enclosing therewith broad guidelines for regulating the service condition of the workers brought under NWNP system consequent upon issuance of notification by the Ministry of Labour for prohibition of Contract Labour System.

2. In this context, it is stated that Paras (iii), (iv), (viii) and (x) of the broad guidelines envisages constitution of three member committee consisting of 2 - 3 labour representatives nominated by the workers concerned inducted under NWNP system, preparation of bills of work done and disbursement of wages, amongst the worker and maintenance of records under EPF Act etc.

3. The field offices of FCI are experiencing difficulties in making disbursement of wages through committee of workers; labour unions have also made representation in regard to the difficulties in receiving payment through three member committee.

4. In view of difficulties being experienced by the field office to regulate payment of wages to the workers (NWNP Labour system) and maintain records of wages / EPF etc, the role of three member committee has been reviewed in consultation with legal and Finance Division. In order to make payment of wages to the eligible workers in conductive manner, it has been decided hence forth that all payment including of wages to the NWNP system workers should be made directly by FCI instead of the present practice of making payment of wages through the committee of workers.

Further, it is stated that disbursement of wages / payments be made to the eligible workers either through Accounts Payee Cheque or Electronic Clearance System after making deduction of Income Tax if required as per the provisions of Income Tax Act as per existing mode of payment of wages to the departmental and DPS Labour.

SD/-

(S.K. Swain)

Dy. General Manager (IR-L)

# FOOD CORPORATION OF INDIA

Annexure - 82

No. IR(L)/31(38)/2012

Dated : 22-11-2013

## CIRCULAR NO. 17/2013

**Subject : Fixation of duty hours and payment of overtime allowance of NWNP system workers as per Minimum Wages Act.**

The Labour unions have demanded fixation of duty hours and payment of Overtime allowance to NWNP System workers as per the provisions of Minimum Wages Act on the basis that Employment of Loading / Unloading in Godown / Warehouse is covered under the provisions of Minimum Wages Act and Central Rules framed therein.

BOD (FCI) in its meeting held on 24-07-2013 deliberated the demand of the Union in furtherance to the provisions of Section 13 and section 14 of the Minimum Wages Act and Rule 24 and 25 of the Minimum Wages (Central) Rules, 1950 (Extracts of the relevant provision and rules are enclosed), and approved fixation of duty hours and payment of the Overtime Allowance to the workmen at the rates prescribed under Act/Rules provided he has worked for more than nine hours in any day or for 48 hours in a week. Hence, the duty hours of these workers will be nine hours in a day inclusive of one hour lunch break. The workers working in the "NWNP" system depots of FCI are eligible for the payment of OTA in furtherance to the statutory provisions of the Minimum Wages Act and rules framed therein.

Further the matter relating to regulation of OTA under the Minimum Wages Act has been examined in consultation with the Legal and Finance Division of the Hqrs.

Further, it is relevant to mention that in day to day depot operations different situations are being experienced. In order to regulate OTA on emergence of such situation on week days and weekly off procedure to be followed is summarized below in tabulated form.

S. No.	Situation	Clarification
1	<p>In case sufficient work is not made available to the workers and Piece rate earnings are less than the minimum daily wage.</p> <p>Then how OTA be calculated in following situations :</p> <p>Case No. 1 – On Week days.</p>	<p>Case No. 1 (Weekly days)</p> <p>The hourly rate for the purpose of payment of overtime wages for the work done on week days will be calculated by dividing the total earnings for the entire day including work done during and after or before shift hours by total number of hours put in for work by the handling workers for that day. The total earnings for the entire day including work done during and after normal duty hours, will be apportioned in the ratio to the number of hours work done beyond normal working hours (before or after). The proportionate actual earnings so calculated for the work done in the normal done in the normal duty hours shall be payable subject to admissible minimum daily wage of the labourers.</p>

## FOOD CORPORATION OF INDIA

S. No.	Situation	Clarification
	Case No. 2 – On Week days.	Case no. 2 (Weekly off) :  In case sufficient work is not made available to the workers due to which the actual earnings are less than the minimum daily wages, the hourly rate will be worked out by dividing minimum daily wages by 8 hours
2	<p>WEEKLY DAY (Case No.1)</p> <p>(i) If a NWNP labour is detained / deployed on OTA before the commencement of daily hours but no work was available during the period of OTA.</p> <p>(ii) If a NWNP labor is deployed before the commencement of duty hours but actual work is provided from 1500 to 2000 hours</p> <p><b><u>WEEKLY OFF</u></b> (Case No.2)</p>	<p>(i) If no work is provided to the worker concerned during overtime and working hours then hourly wages will be calculated as per the daily wages of the workers concerned divided by normal working hours (8 hours as effective hours).</p> <p>(ii) [a] OTA hours (Before / After normal working hours) during which no work was performed; Hourly wages will be calculated as given under:-  Minimum Daily Wages divided by normal working hours (8 hours as effective hours).</p> <p>(iii) [b] OTA hours (Before / After normal working hours) during which work was performed; Hourly wages will be calculated as given under:-  Piece-rate earning divided by no. of hours actual work performed  Or  Minimum daily wages divided by 8 (effective working hours prescribed under Minimum Wages Act).  The higher hourly rate, out of the above, will be payable.</p> <p><b><u>ILLUSTRATION</u></b> Actual work is prescribed from 1500 to 2000 hours; the hourly rate would be calculated as under: Piece-rate earning divided by 5 (2000 hours)</p>

## FOOD CORPORATION OF INDIA

S. No.	Situation	Clarification
1	(iii) On weekly off days what will be mode of calculation of OTA rate if workload was available for only 3 hours in a day.	Or Minimum daily Wages divided by 8 (effective normal working hours) The higher rate, out of the above, will be payable. <b><u>WEEKLY OFF</u></b> (i) The hourly rate for the purpose of payment of overtime allowance for the work done on weekly off days will be calculated as given under:- Piece rate earning divided by 3 i.e. actual hours of work done. Or Minimum daily Wages divided by 8 (effective normal working hours)
3	Deduction of CPF in NWNP labour for OTA.	No EPF on OTA amount.

It is requested that payment of overtime allowances to No Work No Pay system workers may be regulated as above with immediate effect. The instruction may be brought to the notice of all concerned District offices and Depot officers for their guidance and necessary action.

This is issued with the approval of competent authority.

SD/-

**(Dr. C.L. Ram)**  
**General Manager (IR-L)**

# FOOD CORPORATION OF INDIA

Annexure - 83

No. IR(L)/31(1)/2016

Dated : 17-05-2016

## CIRCULAR NO. 04/2016

### Sub : Payment of Gratuity to the "No Work No Pay" System workers under Payment of Gratuity Act, 1972.

Field offices have sought clarification in regard to calculation of gratuity amount in respect of "**No Work No Pay System workers**", under the provisions of Payment of Gratuity Act, 1972. The matter has been examined in consultation with the Finance Division. It is clarified that qualifying service has to be determined as per the provision of Section 2(A) of the Payment of Gratuity Act for the purpose of calculation of gratuity amount. The gratuity shall be payable as per the provisions contained in Section 4 of the Payment of Gratuity Act. The relevant provisions of Section 2(A) (continuous service) and Section 4 (Payment of gratuity) of the instant Act are given below for strict compliance.

#### II. Section -2A, Continuous service.

For the purposes of this Act, -

(1) an employee shall be said to be in continuous service for a period if he has, for that period, been in uninterrupted service, including service which may be interrupted on account of sickness, accident, leave, absence from duty without leave (not being absence in respect of which an order 11 treating the absence as break in service has been passed in accordance with the standing orders, rules or regulations governing the employees of the establishment), lay-off, strike or a lock-out or cessation of work not due to any fault of the employee, whether such uninterrupted or interrupted service was rendered before or after the commencement of this Act;

(2) where an employee (not being an employee employed in a seasonal establishment) is not in continuous service within the meaning of clause (1), for any period of one year or six months, he shall be deemed to be in continuous service under the employer -

(a) for the said period of one year, if the employee during the period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than -

(i) Not relevant

(ii) two hundred and forty days in any other case;

(b) for the said period of six months, if the employee during the period of six calendar months preceding the date with reference to which the calculation is to be made, has actually worked under the employer for not less than -

(i) Not relevant

(ii) one hundred and twenty days, in any other case 12 [Explanation. - For the purposes of clause (2) the number of days on which an employee has actually worked under an employer shall include the days on which -

(i) he has been laid-off under an agreement or as permitted by standing orders made under the Industrial Employment (standing order) Act, 1946 (20 of 1946), or under the Industrial Disputes Act, 1947 (14 of 1947), or under any other law applicable to the establishment;

(ii) he has been on leave with full wages, earned in the previous year;

## FOOD CORPORATION OF INDIA

(iii) he has been absent due to temporary disablement caused by accident arising out of and in the course of his employment; and

(iv) in the case of a female, she has been on maternity leave; so however, that the total period of such maternity leave does not exceed twelve weeks.

3. Not relevant

III. Section 4 Payment of gratuity.

(1) Gratuity shall be payable to an employee on the termination of his employment after he has rendered continuous service for not less than five years, -

(a) on his superannuation, or

(b) on his retirement or resignation, or

(c) on his death or disablement due to accident or disease:

Provided that the completion of continuous service of five years shall not be necessary where the termination of the employment of any employee is due to death or disablement : 13 [Provided further that in the case of death of the employee, gratuity payable to him shall be paid to his nominee or, if no nomination has been made, to his heirs, and where any such nominees or heirs is a minor, the share of such minor, shall be deposited with the controlling authority who shall invest the same for the benefit of such minor in such bank or other financial institution, as may be prescribed, until such minor attains majority.]

Explanation - For the purposes of this section, disablement means such disablement as incapacitates an employee for the work which he was capable of performing before the accident or disease resulting in such disablement.

(2) For every completed year of service or part thereof in excess of six months, the employer shall pay gratuity to an employee at the rate of fifteen day' wages based on the rate of wages last drawn by the employee concerned: Provided that in the case of a piece-rated employee, daily wages shall be computed on the average of the total wages received by him for a period of three months immediately preceding the termination of his employment, and, for this purpose, the wages paid for any overtime work shall not be taken into account: Provided further that in the case of 14 (an employee who is employed in a seasonal establishment and who is not so employed throughout the year), the employer shall pay the gratuity at the rate of seven days' wages for each season. 15 [Explanation-In the case of a monthly rated employee, the fifteen days' wages shall be calculated by dividing the monthly rate of wages last drawn by him by twenty-six and multiplying the quotient by fifteen.]

(3) The amount of Gratuity Payable to an employee shall not exceed 10 (Ten Lakh rupees).

(4) For the purpose of computing the gratuity payable to an employee who is employed, after his disablement, on reduced wages, his wages for the period preceding his disablement shall be taken to be the wages received by him during that period, and his wages for the period subsequent to his disablement shall be taken to be the wages as so reduced.

(5) Nothing in this section shall affect the right of an employee to receive better terms of gratuity under any award or agreement or contract with the employer.

(6) Notwithstanding anything contained in sub-section (1) -

## FOOD CORPORATION OF INDIA

(a) the gratuity of an employee, whose services have been terminated for any act, willful omission or negligence causing any damage or loss to, or destruction of, property belonging to the employer shall be forfeited to the extent of the damage or loss so caused;

(i) if the service of such employee have been terminated for his riotous or disorderly conduct or any other act of violence on his part, or

(ii) if the services of such employee have been terminated for any act which constitutes an offence involving moral turpitude, provided that such offence is committed by him in the course of his employment.

(iv) Formula for Computation of Gratuity Amount in respect of 'NWNP' System workers :-

(i) Piece Rated Wages (for Loaders/ Handing Labours) :

(ii) Time Rated Wages (for Ancillary labours) :

(V) In view of the above, "No Work No Pay workers are entitled for gratuity as per the Payment of Gratuity Act 1972. However, the method of calculation as given above in Para IV may be applied subject to the following conditions :

(i) the total piece rate earning should not include the piece rate earned towards OTA.

(ii) if the piece rate earning is less than the minimum wage than minimum wage has to be taken a daily wage for calculating gratuity.

(VII) This is issued with the concurrence of Finance Division.

SD/-

**(Daya Sagar Marndi)**

**Asstt. General Manager (IR-L)**

# FOOD CORPORATION OF INDIA

Annexure - 84

No. IR(L)/3(4)/96 Vol-III

Dated : 21-11-2012

## CIRCULAR NO. 23/2012

**Sub : Dusting operator Allowance to the Ancillary Labourers / Godown mazdoors working in various godowns/depots under Direct Payment System / NWNP System.**

Attention is invited to Circular No. 12/1999 dated 26-07-1999 (issued from File No. IR(L)/3(4)/96/Vol-III).

2. The workers working under DPS/NWNP System in various godowns / depots are paid Dusting Operator Allowance @ 1/30th per day of the Monthly Dusting Operator Allowance as revised from (which was Rs. 125/- per month presently) only for the days on which they have actually performed duties relating to fumigation, spraying etc. Strictly in accordance with the records/documents in FCI as certified by manager (QC). Technical Assistant Concerned.

4. The issue regarding enhancement of rate of dusting operator allowance was under consideration of the Management. It has now been decided with the approval of the competent authority that hence forth the Godown Mazdoors/Ancillary labourers working under DPS/NWNP System in various godowns/depots across the country may be paid Dusting Operator Allowance at rates which is being paid to the Departmental workers, meaning thereby monthly dusting operator allowance i.e. Rs. 250/- + Rs. 72/- (increase w.e.f. 01-10-2011) = Rs. 312/- divided by 30 to arrive at daily rate of the dusting operator allowance.

4. This payment will be made only for the days on which they have actually performed duties relating to fumigation, spraying etc.,

5. The other existing terms and conditions for payment of Dusting Operator Allowance to Goa Mazdoors/Ancillary Labourers shall remain unchanged.

6. These instructions would be applicable from the date of issue of the circular.

7. This issues with the approval of C & MD.

SD/-

(S.K. Swain)

Dy. General Manager (IR-L)

# FOOD CORPORATION OF INDIA

ANNEXURE 85

**REGIONAL LABOUR COMMISSIONER (CENTRAL) AND CERTIFYING OFFICER UNDER  
INDUSTRIAL EMPLOYMENT (STANDING ORDERS) ACT, 1946  
NEW DELHI**

F.No. 5 (5)/2008-LS.I  
Government of India  
Ministry of Labour & Employment  
Office of the Chief Labour Commissioner(C)  
New Delhi  
Dated: 17.10.2012

1. The General Manager,  
**Food Corporation of India**  
Khadya Sedan 16-20,  
Barakhamba Road, Cannought Palace,  
New Delhi - 110001
2. The General Secretary  
ALL INDIA PALEDAR (HANDING) WORKERS FEDERATION.  
AMBLAH ROAD KHANNA 141401, DISTT LUDHIANA,  
PUNJAB
3. The General Secretary  
**FIC Mazdor Union \*\*\*\***
5. The Secretary \*\*\*\*
6. The General Secretary \*\*\*\*
7. The General Secretary  
FCI Labour & Palleder Union  
Rajasthani Rajya Committee, 75 Shopping Centre.  
(Near Lovely Sweet House), Gole Bazar,  
Sri Ganga Nagar-335001 (Rajasthan)

## FOOD CORPORATION OF INDIA

8. The President.  
FCI Workers Palledar Union  
Almoh Road Khanna-141401 {Punjab}
9. The General Secretary.  
Lal Jhanda FCI Workers & Palledar Union (CITU)  
FCI(FSO) Kohara Road. Sabrawal.  
Distt.Ludhiana, Punjab.
10. The Joint Secretary.  
FCI (Kalyani Godown} Mazdoor Union  
Wholesale Market, A-Block.  
P.P. Kalyani-71236 Distt. Nadia (West Bengal)
11. The General Secretary,  
FCI (Handling) Workers Union  
8654 Arakashan Road, Pahar Ganj
12. The General Secretary,  
FCI Punjab Food Agency Palledar Azad Union  
Ahmed Garh, Opp, Bus Stand, Distt. Sangrur 148021.
13. The Jount Secretary.  
FCI Workers Union,  
8585, Arakshan Road, Pahar Ganj  
New Delhi - 110055

Subject: Appeal under Section 6(1) or the industrial Employment (Standing Orders) Act, 1946 against the order dated 2.8.2008 of The Regional Labour Commissioner(Central) & Certifying Officer, New Delhi in FCI& date of next bearing.

Dear Sir

I AM to forward herewith an authenticated copy of my order No.5/5/2008-LS.I dated 17.10.2012 for your information and necessary action.

**Yours faithfully**

**(B.K.SANWARIYA)**

**Dy. Chief Labour Commissioner(C)**

**FOOD CORPORATION OF INDIA**

**GOVERNMENT OF INDIA**

**MINISTRY OF LABOUR**

**OFFICE OF THE REGIONAL LABOUR COMMISSION**

**BLOCK-B, E3, CURZON ROAD BARRACKS, K.G. MARGS,**

**NEW DELHI - 110001**

**No ND. 57(1)2007-P.A**

**Dated 25-8-2008**

IN THE MATTER OF CERTIFICATION REFERRED BY THE FOOD CORPORATION OF INDIA,  
NEW DELHI UNDER INDUSTRIAL EMPLOYMENT (STANDING ORDERS) ACT, 1946.

**PRESENT:**

NAINABAKSHI

REGIONAL LABOUR COMMISSIONER (CENTRAL)

NEW DELHI AND CERTIFYING OFFICER

REPRESENTING UNION'S:

SHRI INDERJIT SINGH, ADVOCATE, FCI WORKERS UNION

SHRI D.L. SACHDEV, PRESIDENT, ALL INDIA WORKERS PALLIDARE  
FEDERATION

SHRI A.S. BHATTIAN, FCI WORKERS PALLEDAR UNION

SHRI KARAM DEOL, PRESIDENT, FCI AND PUNJAB FOOD AGENCIES  
PALLEDAR UNION

SHRI RAMPAL, GENERAL SECRETARY, FCI AND PUNJAB FOOD AGENCIES  
PALLEDAR UNION

SHRI BHAGWAN SINGH, FCI WORKERS PALLEDAR UNION

SHRI GURMIT SINGH, FCI WORKERS PALLEDAR UNION

## FOOD CORPORATION OF INDIA

SHRI AMAR NATH. KUMKALAN, GENERAL SECRETARY, LAL JHANDA FCI WORKERS AND PALLEDDAR UNION, PUBJAB,

SHRI RAJ KUMAR MAHTO, ASSTT. SECRETARY, FCI HANDLING WORKERS UNION.

REPRESENTING MANAGEMENT:

SHRI ANIL KAPOOR, ASSTT. GENERAL MANAGER (IR-L)

SHRI SURESH MINT, ASSTT. GENERAL MANAGER(IR-L)

SHRI K.K. BAJPAI, AG(II)

### ORDER

This is a draft standing order dated 22.1.2007 preferred by rise management of Food Corporation of India in respect of workers for doing food handling operations in various depot/godowns under Direct Payment System (DPS) Workers employed in Food Corporation of toga under Secure.

The following unions submitted objections/comments:-

1. Food Corporation of India (Handling) Workers Union, New Delhi
2. FCI Punjab Food Agency Workers Patellar Union(Azad) Sangrur dated 23-5-20
3. Food Corporation of India Workers Union. New Delhi dated 83.2007.
4. FCI Mazdur Union. Kolkata dated 9.5.207
5. Lal Jhanda FCI Workers and Paledar Union, Punjab dated 23.5.2017

The parties have been heard on various dates viz. 18.4.2007, 23.5.2007, 5.7.2007. In SA.007. 7.9.2007, 12.10.2007, 29.10.2007, 26.11.2007, 9.1.2008, 7.2.2008, 27.3.2008. A.2008, 22.5.2008 and 7.7.200S.

All the unions stated that Food Corporation of India is already having standing orders for industrial establishment of Food Corporation of India and these standing order have been certified by the Certifying Officer and modified and approved by the Appellate Authority. As. per clause 1(1) of the Certified Standing Orders "the standing orders shall be called. Food Corporation of India Standing Order(Service Condition) for their industrial establishment. The Certified Standing Orders of Food Corporation of India is applicable to all the workers of Food Corporation of India. Clause 2(2) of the same provides that a "workman means a workman as defined in the Industrial Establishment(Standing Orders) Act,-1946". Section 2(i) of the Industrial Employment (Standing Orders) Act provides that a workman have the same meaning as assigned to it in Section 2(s) of the Industrial Disputes Act, 1947". The definition of "workman" under Section 2(s) of the Industrial Disputes Act, 1947, is defined to "mean" "any person" (including an apprentice), employed in

## FOOD CORPORATION OF INDIA

any industry to do "any manual, unskilled, skilled, technical, operational, or supervisory work" for hire or reward. Thus the definition of workman is all inclusive in as much as there is no distinction between the workman either on the basis of mode of payment and/or on the nature of their employment. The Hon'ble Supreme Court in the case of workmen of Food Corporation of India Vs. Food Corporation of India, reported as (1985) 2 SCC 136, has concluded the issue that a "DPS worker of FCI" squarely falls within the definition of "workman" as defined in Section 2(s) of the Industrial Disputes Act, 1947. A DPS worker in Food Corporation of India, squarely falls within the meaning of Industrial Employment (Standing Orders) Act and the Certified Standing Orders of FCI as certified on 27.2.1996, which were modified/approved on 31.8.1999 in appeal. As the Standing Orders of Food Corporation of India are applicable to all units of Food Corporation of India, hence Direct Payment System (DPS) workers are already covered by the definition of workman given in the Certified Standing Orders.

The object of Industrial Employment (Standing Orders) Act, 1946, according to its preamble, is to provide for uniform service conditions. The Hon'ble Supreme Court has emphasized in its pronouncements in the case of Salem Erode Electricity Distribution Company Limited vs. Salem Erode Electricity Distribution Co. Ltd. Employees [1966 I LLIP-443] to the effect that it is clear from the provisions of the Act requiring industrial establishments to have their standing orders certified that matters specified in the schedule to the Act should be covered by uniform standing orders applicable to all workman employed in an industrial establishment. The Hon'ble Supreme Court pronounced: "On principle, it seems expedient and desirable that matters specified on the Schedule to the Act should be covered by uniform Standing Orders applicable to all workman employed in an industrial establishment. It is not difficult to imagine how the application of the sets of Standing Orders in respect to the said matters is bound to lead in confusion in the working of the establishment and cause dissatisfaction amongst the employee."

In the case of Agra Electricity Supply Company vs Alladin [1970(1) SCR-808], it was observed by the Hon'ble Court as under:

"Besides, if the standing orders were to bind only those who are subsequently employed, the result would be that there would be different conditions of employment for different electricity workmen, one set of conditions for those who are previously employed and another for those who are subsequently employed and another for those employed subsequently, and where they are modified, even several sets of conditions of service depending upon whether a worker was employed before the standing orders are certified or after, whether he was employed before/or after a modification is made to any one of them and would bind only a few who are recruited after and not the bulk of them, who though in employment were recruited previously. Such a result could never have been intended by the legislature, for, that would render the conditions of service

## FOOD CORPORATION OF INDIA

of workmen as indefinite and diversified, as before the enactment of the Act. Why lossS.3(3)of the Act require the employer to give particulars of the workmen employed by \*\*\* the date of his submission of the draft standing orders unless the object of making him furnish the particulars was to have uniformity of conditions of service and the make the standing orders binding on all those presently employed."

In view of the above, all the unions requested to reject the draft standing orders for Direct Payment System(DPS) workers submitted by the Food Corporation of India.

The management of Food Corporation of India submitted that they had already certified standing orders for different categories of workmen of Food Corporation of India. They have filed an application and sought certification of proposed standing orders in respect of workers for food handling operations in various depots-godowns of Food Corporation of India, under the category/class of Direct Payment System (DPS) workers employed by Food Corporation of India. The Direct Payment .System (DPS) workers are separate class of workmen, whose service conditions and nature of work are different and distinct for the other workmen of food Corporation of India governed by the existing standing orders. There is no express prohibition under the Industrial Employment (Standing Orders) Act, 1946 that there cannot be more that one certified Standing Orders in an industrial establishment.

The existing standing orders as certified have been specifically made applicable only to a particular class of workers. The objection of the unions needs to be rejected, and the management requested that the proposed standing orders may be certified.

In view of the above, the written submissions by the management as well as the union, and decisions of Hon'ble Supreme Court/High Court, in various pronouncements held in various cases, it appears that the two sets of standing orders in the same establishment is not legally justified. If the management require they can apply for modification of the existing standing orders so that this category of workers also can be included in the Standing Order.

I order accordingly.

Given under my and seal on this 25th day of August 2008.

# FOOD CORPORATION OF INDIA

Annexure 86

BEFORE THE APPELLATE AUTHORITY

UNDER

INDUSTRIAL EMPLOYMENT (STANDING ORDERS) Act, 1946

AND

DY. CHIEF LABOUR COMMISSIONER (CENTRAL) H.Q.

NEW DELHI

IN THE MATTER OF APPEAL UNDER SUB-SECTION (1) OF SECTION 6 OF THE INDUSTRIAL EMPLOYMENT (STANDING ORDERS) ACT, 1946 READ WITH RULE 7(A) OF INDUSTRIAL EMPLOYMENT (STANDING ORDERS) CENTRAL RULES, 1946 REFERRED BY (i) FOOD CORPORATION OF INDIA (ii) THE FOOD CORPORATION OF INDIA HANDLING WORKERS' UNION, (AFFILIATED TO INTUC NO.11259), NEW DELHI AND (iii) FCI WORKERS' UNION (AFFILIATED TO INTUC NO.4024), KOLKATA ALONG WITH FCI WORKERS' PALLEDAR UNION, LUDHIANA.

Between

(i) MANAGEMENT OF FOOD CORPORATION OF INDIA - Appellant

Vs

FCI MAJDOOR UNION, ALL INDIA PALLEDAR (HANDLING), - Respondents  
ALL INDIA (HANDLING) WORKERS. FEDERATION AND-OTHERS

And

(ii) FOOD CORPORATION OF INDIA HANDLING WORKERS' UNION, - Appellant  
AFFILIATED TO MTUC NO.11259). NEW DELHI

Vs

MANAGEMENT OF FOOD CORPORATION OF INDIA - Respondents

And

(iii) FCI WORKERS' UNION (AFFILIATED TO IOTUC NO.4024). - Appellant  
KOLKATA ALONG WITH FCI WORKERS' PALLEDAR UNION, LUDHIANA.

Vs

MANAGEMENT OF FOOD CORPORATION INDIA - Respondents

## FOOD CORPORATION OF INDIA

**Present**

**SH. B.K. SANWARIYA,**

**Appellate Authority**

And

Deputy Chief Labour Commissioner (Central) H.Q., New Delhi

Decision under Sub-Section (1) of Section 6 of I.E. (S.Os) Act,

1946 Issued by Shri B.K. Sarwariya. Appellate Authority and

Dy. Chief Labour Commissioner (Central) H.Q. New Delhi

Three separate appeals received from the following, under Sub-section (1) of the Section 6 the Industrial Employment (Standing Order) Act, 1946, against the order dated 25.8.2088 bearing no.37{1)/2007-PA of the Regional Labour Commissioner(C) and Certifying Officer, NewDelhi; have been merged together as the subject matter it same.

- (i) MANAGEMENT OF FOOD CORPORATION OF INDIA
- (ii) FOOD CORPORATION OF INDIA HANDLING WORKERS' UNION , (AFILIATED TO INTUC NO. 11259) NEW DELHI AND
- (iii) FCI WORKERS' UNION (AFFILIATED TO INTUC NO.4024), KOLKATA ALONG WITH FCI WORKERS' PALLEDAR UNION, LUDHIANA respectively

The brief of the appeals submitted by the above are as under:-

(i) Management of FCI has instituted the instant appeal in September, 2008 challenging the Order dated 25.8.2008 bearing No ND.37(1)/2007-PA passed by RIC(C) and Certifying Officer under the Industrial Employment (Standing Order) Act, 1146. The Management of FCI has submitted an application for certification of the separate set of Standing Orders for the category of DPS workers. FCI management in its appeal, filed before the Appellate Authority, has said that the cross appeals filed by the Union are not sustainable and are misconceive in view of the submission made in memo of appeal. The issue of jurisdiction or advisory role has been unnecessarily raked up by the union and dispute pertaining to the same has been raised due to misreading of the provision of the Act.

(ii) FOOD CORPORATION OF INDIA HANDLING WORKERS' UNION , (AFFILIATED TO INTUC NO. 11259), NEW DELHI.

The Union prayed that existing Certified Starting Orders of the Corporations contains of clause No.1 with the title of applicability of Certified Standing Orders in the establishment of FCI situated in East, North and North East Zones, the clause 1(1) to clause 1(3) of the above standing orders define that these Certified Standing Orders (Service Conditions) shall be applicable to all workmen employed in all unit of FCI situated in East, North and North East Zone The Union has raised the appeal against foe suggestive order of the Certifying Officer advising to the management that if they require they can apply for modification of the existing Standing Orders; so that this

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category of workers (DPS workers) can also be included in the Standing Orders. The above advisory order of the Certifying Officer is an error in terms of Section 11(2) of the Industrial Employment (Standing Order) Act 1946 being this category of workers i.e. Direct Payment System workers are otherwise covered under the definition clause 1(3) and 2(2) defining the term 'workman' in the Certified Standing Orders, therefore, it must be corrected and deleted by the Appellate Authority.

(iii) FCI WORKERS' UNION (AFFILIATED TO INTUC NO.4024). KOLKATA ALONG WITH FCI WORKERS' PALLEDAR UNION, LUDHIANA

The federation and union supported the appeal preferred by FCI Workers' Union and Food Corporation of India Handling Workers union against the order dated 28.8.2008 and made prayer for deletion of words if the management require they can apply for modification of existing Standing Orders so that this category of workers also can be included in the Standing Orders'. The Union also stated that this and other unions objected to the effect that Standing Orders already certified by the Certifying Officer on 27.2.1996 and (modified/approved in appeal on 31.8.1999) are applicable to all workers of Food Corporation of India including the DPS Workers, being workman, under the Act.

The FCI Management in its appeal had stated that the Direct Payment System (DPS) workers of FCI constitute a separate and distinct class of workers than the departmentalized workers of FCI. The DPS system was introduced in various depots of FCI in pursuance to the mutual understanding arrived between the management and labour union and their terms and conditions are regulated as per the actual negotiation and settlement arrived at on dated 1.11.1994. Under the DPS system the payment is made to the labourers on the basis of schedule of rates agreed between the FCI management and the union in relation to the workers of DPS category. The question of parity in wages of DPS category of workers with Departmental Labour System has no application. They further submitted that the union had filed a Writ Petition (C) No. 422/2000 in Hon'ble, Supreme Court raising the issue of equal wages and other service benefit of departmentalized workers to the DPS workers. The Hon'ble Supreme Court of India, considering the pleadings of parties and actual controversy involved in writ petition held that the mere fact that the qualitative nature of work performed by DPS workers and the Departmental workers are same, is not conclusive proof.

FCI further stated that it has got the different set of workers and the DPS workers forms a separate class of workers whose service conditions and nature of work are different and distinct from the workmen of FCI governed by the existing Certifying Standing Orders; The existing Certifying Standing Orders have specifically made applicable only to a particular class of workers and does not apply to DPS category of workers. In the case of, FCI itself, more than one set of Certified Standing Orders are successfully operating once, long at Vishakhapatnam, Chennai, Mumbai, Manmad, Pune, Panvel and Wardha. The Certifying Officer has not appreciated the separate Standing Orders already in vogue in southern and western region of FCI where the Certified Standing Orders already exists for different categories of workers in FCI. Consequently, the observation in impugned order that two sets of Standing Orders in the same establishment is not justified, is wholly enormous. It is relevant to the fact that every depot of FCI is a separate establishment and this fact has not been appreciated by the Certifying Officer. The DPS workers and Departmental System of Workers are two different set of workers having different service conditions. Hence FCI advocated a separate and distinct

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Standing Order for the category of DPS workers.

The FCI Management their written submission has stated that the Certifying Officer failed to consider and take cognizance of the judgement of Hon'ble Kolkata High Court reported as 1997 LAB I.C. 617 in the case of Indian Iron Steel Co. Ltd. pertinently the said judgment recognizes certification of separate standing orders for separate class of workers. The relevant portion of the judgment is as under:

In respect of each establishment there should not be more than one set of Standing Orders if the certified Standing Orders are meant only for one category of workmen then there could be no difficulty in having another set of Standing Orders for a different category of workman. Thus where here are two categories of workmen, daily rated and monthly rated and if there are standing orders for daily rated workmen only, there is no reason why the model Standing Orders should not be applied to the monthly rated workmen.

The FCI management in its submission raised the question on the sustainability of the appeals of the unions and stated that the issue of jurisdiction or advisory role of the Certifying Officer raised by the union is unnecessary and undesirable and further prayed the instant appeal of the management may be allowed as prayed therein and the cross appeals filed by the workers union may please be dismissed.

During the course of argument the FCI Workers' Union in its written submission has stated that the decision of Hon'ble Supreme Court/High Court in various pronouncements it appears that the two sets of Standing Orders in the same establishment is not legally justified. The Union also stated that the management of FCI files an appeal before the Appellate Authority and Dy. ILC(c), New Delhi for modification of certified standing orders in the year 1996, the appeal if management was decided in the year 1999, according to which it was held that the Standing Orders of the FCI is uniform applicable to all handling workmen of the FCI including the DPS workers. Hence, the Appellate Authority did not consider their appeal of a separate set of standing order for the category of DPS workers. The decision of the Appellate Authority was not challenged by the Management of FCI by filing an appropriate writ petition.

While putting forth their argument the Union relied on the observation made by Hon'ble Supreme Court in the case of Management of S.S. Railway Co. Ltd. v/s. S.S. Railway Co. Ltd. S.S. Railway Workers Union (1992(2)) SCR-13:

The Act was passed because the legislature thought that in many industrial establishments the conditions of service were not uniform and sometimes were not even reduced to writing. This led to conflicts resulting in unnecessary industrial disputes. The object of passing the Act was thus to require employers to define with certainty the condition of service in their establishment and to require them to reduce them to writing and to get them compulsorily certified.'

Reliance is placed in this connection on the judgment of the Division Bench of the Bombay High Court in the case of Maharashtra General & Kamgar Union v/s Bharat Petroleum Corporation Ltd. (1996-LLR-899) wherein the Division Bench observed in para No. 15 as under:

"It is no doubt true as observed by the Apex Court in the case of Western India Match Company Ltd. that while adjudging the fairness or reasonableness of any Standing Order the Certifying Officer should consider and weigh the social interest in the claims of the employer and the social interest in the demands of the workmen. This has to

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be the touch stone on which fairness and reasonableness of the standing orders have to be considered by the Certifying Officer and the Appellate Authority."

The Union in its argument insisted that the role of Certifying Officer under Section 5 of the Industrial Employment (Standing Orders) Act, 1946, is to certify the Standing Orders and to decide whether or not any modification of or addition to the draft submitted by the employer is necessary to render the draft Standing Orders certifiable under this Act and shall make an order in writing accordingly. The Union also stated that as per Section 5 of the Act the certifying officer has not got the the of advisory while certifying or modifying the standing orders. As in this case Hon'ble Certifying Officer Added that "the two sets of Standing Orders in the same establishment is not legally justified. If the Management require they can apply for modification of the existing Standing Orders so that this category of workers also can be included in the Standing Orders."

As per Section 5 (2)" the Certifying Officer shall decide whether or not any modification of or Edition to the draft submitted by the employer is necessary to render the draft Standing Orders certifiable under this Act and shall make an order in writing accordingly." Hence, Certifying Officer has rendered the advice to the FCI as "if the management require they can apply for modification, of adjusting standing orders so that this category of workers also can be included in the Standing Orders" seems not to be appropriate.

In the Supreme Court judgment AIR 1973 SC 2650, in Western India Match Co. Ltd. v. Workmen, that while the Standing Orders are in force, it is not permissible to the employer to seek statutory modifications of them so that there may be one set of Standing Orders for some employees and another set for the rest of the employees.

The Hon'ble Supreme Court in case of Workmen of Food Corporation of India vs. Food Corporation of India reported as (1985) 2 SCCT36, has concluded the issue that a DPS worker of FCI squarely falls within the definition of workmen as defined in Section 2 (s) of the Industrial Disputes Act, 1947. A DPS worker in Food Corporation of India squarely falls within the meaning of Industrial Employment (Standing Orders) Act 1946 and the Certified Standing Orders of FCI as certified on 27.2.1996, and the same were modified/approved on 31.8.1999 in appeal. As the Standing Orders of Food Corporation of India are applicable to all the units of FCI, hence DPS workers are already covered by the definition of workmen given in the Certified Standing Orders. It does not seem appropriate to have a separate Standing Order for the category of DPS workers.

After carefully considering the facts of the case and the submission made by parties, I am of the view that the appeal of the FCI management for a separate and distinct Standing Order for the DPS category of workers submitted on the basis of the advisory given by the Certifying Officer on dated 25.8.2008 is hereby dismissed.

Given under my hand and seal this the 17th day of October, 2012.

**(B.K. SANWARIYA) -  
APPELLATE AUTHORITY UNDER IESO ACT, 1946 &  
DY. CHIEF LABOUR COMMISSIONER (CENTRAL) HQ  
New Delhi**

# FOOD CORPORATION OF INDIA

## ANNEXURE 87

**CERTIFIED STANDING ORDERS FOR THE INDUSTRIAL ESTABLISHMENTS OF THE FOOD CORPORATION OF INDIA AS CERTIFIED BY THE CERTIFYING OFFICER VIDE ORDER NO. ND-37/5/89-PA, DATED 27-2-96 AND MODIFIED/APPROVED BY THE APPELLATED AUTHORITY/DEPUTY CHIEF LABOUR COMMISSIONER (CENTRAL) VIDE ORDER NO. 5(1)/96-LS-1 DATED 31-8-1999.**

### **CLAUSE NO.1: APPLICABILITY:**

1. (1) these Standing Orders shall be called The Food Corporation of India Standing orders(Condition of Service) for their industrial Establishments

1. (2) These orders shall come into force in accordance with section 7 of the Industrial Employment (Standing orders) Act 1946 and the Rules made thereunder.

1(1) These standing orders(condition of service)shall apply to all workmen employed in all units of FCI situated in North, East and NEF zones under which come within the definition of industrial employment (Standing Orders) Act. 1946.

### **CLAUSE NO. 2: DEFINITIONS:**

**In these orders unless there is anything repugnant to the subject or context:**

2. (1) Corporation means the Food Corporation of India established under Section-3 of the Food Corporation Act, 1964(37 of 1964).

2. (2) Workman means a workman as defined in the industrial Establishment(Standing orders) act, 1946.

2. (3) Employer means the Corporation

2. (4) Establishment means the Corporation and includes the depots of corporation and any unit or place of work.

2. (5) Disciplinary Authority shall be the District Manager as an appointing Authority or an authority not lower than the appointing authority as may be specified by a general or special order of the managing director of the corporation in this behalf.

2. (6) Appellate authority shall be the Authority next higher to the disciplinary authority.

### **CLAUSE NO.3: SERVICE RECORD:**

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### **3.(1) SERVICE CARD:**

The corporation shall maintain a service card in respect of each workman in the form -A appended to these orders, wherein particulars of that worker shall be recorded with the knowledge of that worker and duly attested by an officer authorized in this behalf together with date.

### **3.(2) IDENTITY CARD:**

Every workman shall be issued an identity card bearing his name, ticket number if any designation, date of birth date of superannuation, place and position of employment, his signature or thumb and such other particulars as may be prescribed by the corporation.

(b) The photograph of the workman shall be affixed on the identity card duly certified by an authorized officer of the corporation.

(c) Each identity card shall be countersigned by the concerned District Manager.

(d) Each workman shall be personally responsible, for safe custody of his identity card. The identity card shall not be transferable.

(e) The identity card shall be shown at the time of entry and exit from the work place or at any time during working hours on demand. The workman shall report the loss of identity card to the nearest police station and to the issuing authority in writing immediately after such loss. A new identity card may be issued to him on submission of two copies of recent passport size photograph and on payment of Rs.0.50 (fifty paise only). The identity card shall be surrendered to the issuing authority by the workman on termination of his services or superannuation.

(f) If the identity card becomes illegible and disfigured due to natural wear and tear, the same will be replaced by the issuing authority without any charge.

### **3.(3) CERTIFICATE OF SERVICE:**

Every workman shall be entitled to a service certificate, specifying the nature of work (designation) and the period of employment (indicating the days, months and years), Retirement or resignation from service.

### **3.(4) RESIDENTIAL ADDRESS OF WORKER:**

A workman shall notify the employer immediately on engagement the details of his residential address and thereafter promptly communicate to his employer any change of his residential address in case the workman has not communicated to his employer the change in his residential address, his last known

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address shall be treated by the employer as his residential address for sending any communication.

### **3.(5) RECORD OF AGE:**

(a) Every workman shall indicate his exact date of birth to the employer or the officer authorized by him in this behalf, at the time of entering service of the Corporation. The employer or the officer authorized by him in this behalf may before the date of birth of a workman is entered in his service card require him to supply:

(a) (i) His matriculation certificate granted by the Board of Secondary Education or similar educational authority or school leaving certificate.

(a) (ii) A certified copy of his date of birth as recorded in the registers of a municipality local authority or panchayat or register of birth.

(a) (iii) In the absence of either of the aforesaid two categories of certificates, the employer or the officer authorized by him in this behalf may require the workman to supply, a certificate from a Govt. Medical officer not below the rank of an Assistant surgeon indicating the probable age of the workman provided the cost of obtaining such certificate is borne by the employer.

(a) (iv) Where it is not practicable to obtain a certificate from a Govt. Medical Officer the age mentioned in his bio-data will be verified from the affidavit of the workman.

(b) The date of birth of a workman once entered in the service card of the service card of the establishment shall be the sole evidence of his age in relation to all matters pertaining to his-service including fixation of the date of his retirement from the service of the establishment. All formalities regarding recording of the date of birth shall be finalized within three months of the appointment of a workman.

(c) Case where date of birth of any workman had already been decided on the date these orders come into force shall not be reopened.

### **CLAUSE NQ.4: AGE OF RETIREMENT**

A worker shall superannuate from service on attaining the age of 60 (sixty) years

### **CLAUSE NO.5: TRANSFER:**

A worker shall be liable to be transferred from one place of work to another place of work of corporation as per practice in existence with the whole gang. Except in the case of request for transfer from the individual worker.

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### **CLAUSE NO.6: MEDICAL AID IN CASE OF ACCIDENTS:**

Where a worker meets with an accident in the course of his employment the employer shall at the employer's expenses, make satisfactory arrangements for immediate and necessary medical aid to the injured worker and shall arrange for his further treatment, if considered necessary by the doctor attending on him. Wherever the worker is entitled for treatment and benefits under the Workman's Compensation Act, 1923 the employer shall arrange for the treatment and compensation accordingly

### **CLAUSE NO J: EXCLUSIVE SERVICE:**

A workman shall not take any employment in addition to his job in the corporation

### **CLAUSE NO.8: PUBLICATION OF WORKING TIME:**

The periods and in the local state languages on notice board maintained at or near the main entrance of the establishment and at time keeper's office if any and also copy sent to the union(s).

### **CLAUSE NO.9: PUBLICATION OF HOLIDAYS AND PAY DAYS:**

Notices specifying the days observed by the establishment as:-

(a) Holidays

(b) Pay days

Shall be pasted on the said notice board in advance.

### **CLAUSE NO. 10: ATTENDANCE AND LATE COMING:**

All workmen shall be at work at their place of work at the time fixed and notified to them. The workmen attending late will be liable to deduction provided for in the payment of wages act. 1936.

### **CLAUSE NO. 11: PAYMENT OF WAGES:**

(1) The wages period shall be a calendar month. worker shall be paid wages every month on a working day on or before the expiry of the 7th day and in case number of workmen exceed 1000 (one thousand) not later than the 10th day after the last day of wage period.

(2) **PAY BOOK:** every workman shall be provided with a pay book indicating all payments/deductions' made, and get it updated every month.

### **CLAUSE NO.12: BOOKING OF WORKMEN AND ISSUE OF**

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### **BOOKING-CUM-OUTPUT SLIPS:**

Workmen booked for work shall report-for duty at the assigned place of duty punctually and shall not leave the place of work before the end of the duty except with the specify permission of the supervisory staff on duty. Those found deserting from work after start of work may be subjected to proportionate deduction in wage after following the principal of natural justice.

The allocation of gangs and workmen at the various points in the same shed or from one shed to another shed be made by the depot incharge.

### **CLAUSE NO.13: LEAVE:**

(13) (1) (a): Workmen shall be eligible for various kind of leave which may be subject to change from time to time by notification or any agreement between the management and the union.

(13) (1)(b): Workmen shall be required to intimate his leave address while going on leave out of Headquarters.

(130 (2)):

(a) **CASUAL LEAVE:** A worker will be entitled to 12 days casual leave in a calendar year. A fresh recruit will be entitled to casual leave on pro-rata basis.

(b) **PRIVILEGE LEAVE:** A worker will be entitled to Privilege leave @ 15 days on 1st July every calendar year. The maximum accumulation of privilege leave should not exceed 120 days.

(c) **SICK LEAVE:** 10 days sick leave in a calendar year. The accumulation of such sick leave shall be upto 90 days maximum.

(d) **SPECIAL CASUAL LEAVE:** the office bearers of the unions/Associations of the FCI shall be allowed special casual leave by the competent authority for attending the meeting discussions with the management of FCI and when invited by management.

(e) **DISABILITY LEAVE:** the worker who is disabled by the injury accidentally incurred in or in consequence of his performance of official duty which has the effect of increasing his liability to injury beyond the ordinary risk attached to his job shall be granted special disability leave by the competent authority. The maximum number of days of leave with pay granted by the competent authority should not exceed more than 120 days the remaining period shall be treated as half pay leave. As the workers are covered under workmen's compensation act, 1923 the amount of leave salary shall be reduced by the amount of compensation payable under clause "D" of sub section 4 of the said act.

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(f) **MATERNITY LEAVE:** will be allowed to female workers only as per the maternity benefit act, 1961 as amended from time to time.

(g) **EXTRA ORDINARY LEAVE:** Not more than 3 months during the entire period of service, purely at the discretion of the sanctioning authority. The extraordinary leave will be without pay.

### **13. (3) GENERAL CONDITIONS FOR GRANT OF VARIOUS KIND OF LEAVE**

(a) leave cannot be claimed as a matter of right.

(b) when the exigencies of public service so required, leave of any kind may be refused or revoked by the competent authority but it shall not be that authority to alter the kind of leave due and applied for except at the written request of the person concerned.

(c) casual leave is not a recognized form of leave and is not subject to any rules made by the corporation. & worker on casual leave is not treated as absent from duty and his pay is not intermittent. The worker joining during the middle of a year may be allowed to avail casual leave proportionately pro-rata.

(d) Sunday and other declared holidays falling during the period of casual leave are not counted as a part of casual leave, whereas in all other kinds of leave Sundays and any other holiday/holidays falling in between will be counted as same kind of leave.

(e) LTC can be availed during casual leave period etc.

(f) A leave Account shall be maintained in the prescribed form to be devised by the management FCI for all kinds of leave except casual leave and such leave account should be verified by the sanctioning officer concerned every year.

(h) The leave account should also be verified by the audit if the worker avails the leave encashment in a particular year.

(i) Combination of different kinds of leave may be allowed except with casual leave or special casual leave

(j) For the purpose of availing sick leave the workers should submit the leave application along with medical certificate from an authorized medical attendant or a registered medical practitioner.

(j) When a worker is dismissed, removed or resigned from the service of the FCI he will not have any claim to any kinds of leave to the credit and encashment of earned leave.

(k) The leave account of every worker is to be credited with earned leave in advance in two installments of

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15 day each of the first day of January and July each year the leave at the close of the half year to be carried forward to the next half year subject to the condition that the leave carried forward plus the credit in the half year do not exceed the maximum limit of 120 days.

(k) The earned leave shall be credited to the leave account @ 2,1/2 days for each completed calendar month of service which a worker is likely to render in a half year of the calendar months of service which a worker is likely to render in a half year of the calendar year. The credit for the half year in which a worker is due to retire or resigns from the service shall be afforded only @2,1/2 days per completed month upto the date of retirement or resignation.

(l) When on leave is at the worker the competent authority can at its discretion sanction extraordinary leave in special circumstances. However, the extra-ordinary leave should not exceed more than 3 months during the entire service of the worker.

(n) A female worker shall be granted maternity leave by the competent authority in accordance with the maternity benefit act 1961 as amended from time to time during such period she will be paid leave salary equal to the pay drawn immediately before proceeding on leave.

### **CLAUSE NO. 14: LOSS OF LIE! ON UNAUTHORISED ABSENCE:**

If a workman remains absent for 15 days beyond the period of leave originally granted or subsequently extended he shall be given 15 days notice (by registered post with acknowledgement due at his leave address) to explain the cause for his absence in case an explanation is received to the satisfaction of the leave sanctioning authority or officer specified in this behalf by the employer, he will not lose his lien on his job. In case no explanation is received or if received it is not considered satisfactory and workman returns to duty, he will be given a fresh appointment. He shall be entitled to make a representation to the sr. regional manager for regularization of the absence for continuity of service with all consequential benefits, who shall decide the issue on the basis of the principles of natural justice. The decision of the sr. regional manager shall be final.

### **CLAUSE NO.15: MISCONDUCT:**

The following acts and omission shall be treated as misconduct: -

- (1) Willful insubordination or disobedience, whether alone or in combination with others to any lawful and reasonable order of a superior not below the rank of depot incharge.
- (2) Theft, fraud or dishonesty in connection with the employers business or property.
- (3) Willful damage to or loss of employers goods or property.

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- (4) Taking or giving bribers or any illegal gratification.**
- (5) Habitual absence without leave or absence without leave for more than 15 days**
- (6) Habitual late attendance.**
- (7) Breach of any law applicable to the establishment.**
- (8) Riotous or disorderly behavior during working hours at the establishment or any act subversive of discipline.**
- (9) Smoking within the premises of the office or other places of work, where it is prohibited,**
- (10) Striking work or inciting other to strike work in contravention of the provisions of the Industrial Dispute Act, 1947.**
- (11) Disregard of the safety precautions provided notified by the Corporation.**

### **CLAUSE NO. 16: DISCIPLINARY ACTION FOR MISCONDUCT: -**

**(16)(1)(a):** Where a disciplinary proceedings against worker is contemplated or impending and the employer is satisfied that it is necessary or desirable to place the workman under suspension, he may, by order in writing, suspend him with effect from such date as may be specified in the order. A statement setting out in detail the reasons for such suspension shall be supplied to the workman within a week of the date of suspension.

**(16)(1)(b):** A workman who is placed under suspension under clause (a) shall during the period of such suspension be paid a subsistence allowance as per the provisions of the Section 10 A of the Industrial Employment (Standing Orders) Act, 1946.

**(16)(2)(a):** Any act of indiscipline or misconduct committed by workman may be reported in writing to the Disciplinary Authority.

**(16)(2)(b):** On receipt of the written report to the disciplinary authority under sub-clause (a) that a worker has committed an act of indiscipline or misconduct". Disciplinary Authority may make or cause to be made such further investigation, as he may deem fit, and thereafter subject to the provisions under clause (c) below take any of the following steps that it is to say he may impose any of the following penalties.

- (i) Give him a warning in writing.**
- (ii) Suspend him for a period not exceeding 4 days without pay at a time.**
- (iii) Stoppage of annual increment with or without commutative effect.**

## FOOD CORPORATION OF INDIA

(iv) Terminate his services after giving 30(thirty) days notice and;

(v) Dismiss him.

**(16)(2)(c)(i):** Before any action is taken for imposition of penalty specified under sub-clause(b) above, the worker concerned shall be given an opportunity of not less than 15 days by the Disciplinary Authority, to show cause why the proposed action should not be taken against him, and also No order imposing any penalty shall be made except after departmental inquiry held in conformity with the principles of natural justice. For that purpose interalia a charge sheet may be issued therein specifying charges on account of which disciplinary action is proposed to be taken alongwith statementof imputation against each charge and lists of witnesses and documents relied upon shall be intimated to the worker concerned. Such charge sheet shall be given by the Disciplinary Authorityin English or Hindi or the language of the State. His explanation and such other written or oral evidence as he may like to reduce in his defence and report of the Inquiry Officer within 30 days shall be taken in to account in arriving at a final conclusion about the penalty, if any, to be imposed on him. A copy of the final order shall also be communicated to the worker concerned in English or Hindi, or the language of the State alongwith certified copy of enquiry report. A copy of enquiry report shall be made available to the charge-sheeted workmen to enable him to make representation if any, against the finding of enquiry.

**(16)(2)(c)(ii):** If on the conclusion of the inquiry workman been found guilty of the charges framed against him and it is considered, after giving the workman concerned a reasonable opportunity of making representation on the penalty proposed, that an order or dismissal or suspension or stoppage of annual increment would meet that ends of justice, the employer shall pass an order accordingly.

**(16)(2)(c)(iii):** The proceedings of the inquiry shall be reurded in Hindi or in English of the language of the State.

**(16)(2)(c)(iv):** The proceedings of the inquiry shall be completed within a period of three months Provided that the period of three months may be reasons to be recorded in writing, be extended not exceeding one month by the Inquiry Officer.

**(16)(2)(d):** A worker shall be followed to defend by himself or an official of the Union or an Official of the Corporation at the time of departmental inquiry. The Corporation shall pay the traveling allowance to such persons who shall defend the workers atthe rated admissible, as per F.C.I.T.A. Rules in case of official of Corporation and as admissible to Class-I Officer of the F.C.I. in case of T.U. official.

**(16)(2)(e):** An appeal shall lie against an order passed by the Disciplinary Authority under sub-clause (c) to the appellate authority. Any such appeal to the appellate authority shall be in writing and shall be

## **FOOD CORPORATION OF INDIA**

preferred within 60 days of the receipt of the order appealed against and order passed on such appeal shall be final, provided that the appellate authority may, for reasons to be recorded consider an appeal preferred after the expiry of 60 days with three months.

**(16)(2)(f):** An order of dismissal shall be effective from the date of such order and subsistence allowances paid during the period of suspension shall not be recovered.

**(16)(2)(g):** Provided that where the period between the date on which the workman was suspended from duty pending the inquiry or investigation and the date on which an order of suspension was passed under this clause exceeds four days, the workman shall be deemed to have been suspended only for the remaining period he shall be treated as on duty and be entitled to the same wages and all benefits as he would have received if he had not been placed under suspension after deducting the subsistence allowance paid to him for such period.

**(16)(2)(h):** provided also that where an order imposing stoppage of annual increment is passed under this clause the workman shall be deemed to have been on duty during the period of suspension and shall be entitled to the same wages as he would have received if he has not been placed under suspension after deducting the subsistence allowance paid to him for such period

**(16)(2)(i):** If on the conclusion of the inquiry the workman has been found to be not guilty of any of the charges framed against him he shall be deemed to have been on duty during the period suspension and shall be entitled to the same wages and benefits as he would have received if he had not been placed under suspension after deduction the subsistence allowance paid to him for such period.

**(16)(2)(j):** In awarding punishment under this standing orders, the disciplinary authority imposing the punishment shall take into account the gravity of misconduct the previous record if any of the workers any other extenuating or aggravating circumstances, that may exist. A copy of the order passed by the authority imposing the punishment shall be supplied to the worker concerned.

### **CLAUSE NO. 17: COMPLAINTS:**

All complaints arising out of employment including those relating to unfair treatment or wrongful exaction on the part of the employer or his agent shall be submitted to the appointing authority or other persons specified in this behalf with the right of appeal to the appellate authority. And the Authority specified or the Appellate Authority as the case may be shall communicate his decision to the workman with reasonable time and in any case not later than 2 months from the date of complaint or appeal as the case may be.

## FOOD CORPORATION OF INDIA

### CLAUSE NO. 18: EXHIBITION OF STANDING ORDERS;

A copy of the stand-in orders in English Hindi and local state language shall be pasted on the notice board maintained at her booking officer/ depot office of the corporation. A copy of the same shall be given to her unions and the sardar of the depot wherever such posts are available. Printed copy shall be on demand supplied to a worker on payment of rupee two per copy.

### CLAUSE NO.19: GENERAL:

Nothing contained in these standing orders shall over-rule the express provisions of law or any practice or any agreement in force nor invalidate any other made or action taken by the corporation or any of its officers before the commencement of these standing orders.

<i>Given under my hand and seal this 27th day of Feb. 1996</i>	<i>Certified under hand and seal on this 31<sup>st</sup> day august, 1999</i>
<i>Sd/-27.2.1996 (SP.PIPAL) RLI (General), New Delhi &amp; Certifying</i>	<i>Sd/-31.8.1999 (G.R.MAJHEE) DY.C.L.C.(Central) and Appellate</i>
<i>Officer under EI(SO) Act, 1946</i>	<i>Authority under industrial Employment (Standing Order) Act, 1946.</i>

F.N0.5(I)/96-LS-I

GOVERNMENT OF INDIA MINISTRY OF LABOUR  
OFFICE OF THE CHIEF LABOUR COMMISSIONER (C)  
NEW DELHI

In the matter of appeal preferred by Food Corporation of India Workers Union (Affiliated to (NTUC), 58, Diamond Harbour Road, Calcutta-700023, Camp Office 7901, Commissioner(Central) Delhi-110055 against the order of Regional Labour Commissioner (Central) Delhi and the Certifying officer under the industrial Employment (Standing Orders) Act, 1946.

# FOOD CORPORATION OF INDIA

**PRESENT**

**G.R. MAJHEE**

**APPELLATE AUTHORITY**

**&**

**DEPUTY CHIEF LABOUR COMMISSIONER (CENTRAL)**

**PARTIES IN APPEAL**

**1. \_ The Joint Secretary,**

**FCI Workers Union,**

**7901, Naibasti, Ram Nagar, Paharganj New Delhi-1100055 Appellant**

**OTHER UNIONS**

**2. General Secretary,**

**All India Palledar (Handling) Workers Federation, Amloh Road, Khanna-14101, Distt. Ludhiana (Punjab)**

**3. The Working Resident**

**FCI Mazdoor Union,**

**80/1, Cossipon Road,**

**Calcutta-700036.**

**4. The Jt. Secretary.**

**Calcutta Dock Workers Union,**

**7-B, Circular Garden Bench Road**

**Kiddorpura, Calcutta-700023**

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**5. The Secretary,**

**Bhartiya Khadya Nigam Mazdoor Sangh.**

**6, Ranjeet Singh Building, Talkatora Road,**

**Luckanow-17**

**6. The General Secretary,**

**FCI Mazdoor Sangh (Assam)**

**B.M.S Office, Banipaya,**

**Silchar-1 Pin-788004(Assam)**

**7. The General Secretary,**

**FCI Labour & Palledar Union,**

**Rajasthan Rajya Committee,**

**75, Shopping Centre,**

**(Near Lovely Sweet House), Gole Bazar,**

**Sriganga-Nagar-335001(Rajasthan)**

**8. The President,**

**FCI Workers Palledar Union,**

**Amloh Road Khanna-14101(Punjab)**

**9. The General Secretary,**

**Lai Jhanda FCI Workers & Palledar Union (Cltu)**

**Baba Karam Singh Cheema Bhavan, Sector-30-B**

**Chandigarh-160036**

**10. The Jt. Secretary,**

## FOOD CORPORATION OF INDIA

**FCI (Kalyani Godown) Mazdoor Union**

**Wholesale Market, A Block, PP Kalyani-741236**

**Distt. Nodia (West Bengal).**

**11. The Secretary**

**W.B.F.C.I. Workers Union**

**Vivakkananda Super Market,**

**Siliguri-734101, Darjeeling.**

**12. The General Secretary,**

**FCI & Punjab Food Agency Palledar Azad Union,**

**Bhawani Garh, Sangrur-148001,**

**a. The Managing Director,**

**Food Corporation of India Khadya Sadan**

**16-20, Barakhamba Lane, New Delhi-110001**

### **ORDER**

**This is an appeal dated 26.3.96 preferred by Food Corporation of India Working Union against the order No.37/5/89.PA Dated-27/28.2.9& of Certifying Officer and RLC(C) New Delhi. The appellant in nemo of appeal raised objection against the following clause of Certified Standing order.**

**1. Clause No.1(4)**

**2. Clause No.4(2)**

**3. Clause No.2(5)**

**4. Clause No.4**

**5. Clause No.5**

**6. Clause No.10**

**7. Clause No.13.1(a)**

**8. Clause No.13.(3)(b)**

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9. Clause No.13(3)(j)

10. Clause No. 14

11. Clause No. 16(2)(c) (i)

12. Clause No. 17

The appeal was heard on various dated and finally in 3.8.99 and adequate opportunities were given to the parties to present their case I proceed to examine each standing order, appealed against one by one.

**CLAUSE NO.1(4),2(2):**

These standing order 1(4) (a),2(2) were certified by certifying officer read asunder

**Clause no.1(4):** these standing orders (Condition of Service) shall not apply to the employees of the corporation to whom the Food Corporation of India (staff) regulations 1971 are applicable.

**CLAUSE NQ.2(2):** workmen means a person employed by the corporation in its establishment for manual handling of foodgrains fertilizes sugar etc. or any other work or ancillary work or article incidental there: o

The appellant appealed against this standing order on the ground that the standing order should apply uniformly to all workmen. The appellant relied upon the decisions of Hon'ble supreme court in the case of (1) Salem Erode Electricity Distribution Co: Ltd. vs management on the other hand emphasized that citations relied upon by the appellant union were not relevant as the facts of the cases were quite different from the present case.

In both the cases cited the dispute was whether the standing orders were applicable to all workmen irrespective of the fact that they were employed before and after it came into force they were uniformly applicable to all the workman.

After going through the facts of the cases I feel inclined to agree with views of the respondent that the two cases cited above are not relevant to the present cases. Similarly, I find that the decision of Calcutta high court in the case of IISCOvs 9th industrial Tribunal reported in Lab IC 07,1977 and cited by the appellant is not relevant to this case as the facts of the cases are different. But the decision of Hon'ble Supreme court in the case of US Electricity Boardvrs. Hari Shankar Jain Reported in 1978 Lab. IC 1957 and cited by appellant is quite relevant to this case. In this case the apex court held that I.E(S.O.S0 Act is a special act and would therefore over-ride the provisions of the Electricity Supply Act 1948 but the most relevant decision cited by the appellant is the decision of Hon'ble High Court Delhi in the case of Air India vs. Union of India I others 1991 Lab IC 45. In the case the Hon'ble High Court Delhi observed that

## FOOD CORPORATION OF INDIA

It is true that the central Govt. has granted approval to the regulations which have been framed but those regulations deal with not only the workmen but also with the other categories of employees who are not covered by the standing orders act. Merely because the central Govt. has granted approval to the regulation including those regulations which deal with the workmen, cannot mean that Standing Orders Act would cease to apply to the extent that Central Govt. has granted as being without authority of law because section 45 (2) (b) does not enable the petitioner to frame 'regulations in connection with the workmen, who are to be governed by the Standing Orders Act. The framing those regulations and the approval thereof would be regarded as non-est. Similarly any directions issued by the Central Govt. under section 34 in so far as they are contrary to the Standing Orders Act would have to be ignored by the corporation.

On the other hand, the respondent management relied upon the decision of Hon'ble Supreme Court in case of Kedar Nath Bajoria V/s The State of West Bengal (AIR 1953 SC 404). In this case the apex court held that various companies owing factories and in the industrial establishments, can have two different sets of service rules. One meant for the office staff and the other governing the workman in the factories and in the industrial establishment. According to the respondent FCI Staff Regulation 1971 govern the regular employees of FCI who perform perennial nature of duty concerning to office work of FCI, whereas standing orders govern the departmental workmen / labourers working in Bombay, Madras, Vizag. It is evident after careful consideration of the working of FCI in godowns and offices that Standing Orders Act is not applicable to the Corporation act Regional Offices of FCI which can not be regarded as Industrial establishments consequently FCI Staff Regulation is applicable to the workmen employed in these establishments. But I don't subscribe to the view that the regular workmen of FCI, working in industrial establishment here in godowns etc. shall not be governed by IS. (SOS) Act, 1946. Therefore, with a view to set it rest all doubts-and confusion of certified standing orders 1 (3) & 1 (4) shall be clubbed together, renumbered as 1 (3) and modified as under:

1(3) These standing orders (conditions of service) shall apply to all workmen employed in all units of FCI situation in North, East and NEF zones under which come within the definition of Industrial Employment (Standing Orders) Act, 1946.

## **FOOD CORPORATION OF INDIA**

**In view of the above decision the CSO 2(2) shall be modified as under:**

**2(2) 'Workman' means a workman as defined in the Industrial Establishment (Standing Orders) Act, 1946."**

**Subclause No. 2 (5) : DISCIPLINARY AUTHORITY**

**C.S.O reads as under:**

**"Disciplinary Authority" shall be the District Manager as an appointing authority or an authority not lower than the appointing authority as may be specified by general or special order of the Managing Director of the Corporation on this behalf."**

**In consideration with speaking order of Certifying Officer and RLC (C), Delhi; written statements of the appellant unions as well as the respondent management and also their submission in the course of hearing, I consider the certified standing order is fair and reasonable. Hence it is retained without any modification.**

**Clause No.4 : AGE OF RETIREMENT :**

**In the course of hearing the parties agreed that the figure 58 appearing in C.S.O. 4 relating to age of retirement shall be substituted by the figure '60'. I order accordingly.**

**After Modification clause would read as under:**

**"A worker shall superannuate from service on attaining the age of 60 (sixty) years."**

**Clause No.5: TRANSFER:**

**The said C.S.O. reads as under:**

**"A worker shall be liable to be transferred from one place of work to another place of work of the corporation as per practice in existence with the whole gang, except in the case of request for transfer from the individual worker."**

## **FOOD CORPORATION OF INDIA**

After hearing, I find that the C.S.O. is fair and just. Accordingly I direct that this C.S.O. shall be retained as certified by Certifying Officer.

### **CLAUSE C.S.O.10 : ATTENDANCE AND LATE COMING**

**C.S.O reads as under:**

**"All workmen shall be at work at their place of work at the time fixed and notified to them. The workmen attending late will be liable to deduction of one day leave for late attendance in a month."**

The objection made by the appellant union is well taken. I order that the words appearing in the 2nd sentence of sentence of CSO 10 after the word 'deduction' shall be replaced by the words provided for in the payment of wages act, 1936. Accordingly the modified clause shall read as under:

**"All workmen shall be at work at their place of work at the time fixed and notified to them. The workmen attending late will be liable to deduction provided for in the Payment of Wages Act, 1936."**

### **CLAUSE C.S.O:13 (1) (a): LEAVE:**

**C.S.O. reads as under:**

**"Workmen who is on regular pay scale and are generally known as departmental worker shall be eligible for various kind of leave which may be subject to change from time to time by notification or any agreement between the management and the union."**

After the considering the submission of the parties, I order that the words "who is on regular pay scale and are generally known as department worker" appearing in above C.S.O. shall stand deleted. After carrying out the deletion mentioned above the C.S.O. shall read as under.

**"Workmen shall be eligible for various kind of leave which may be subject to change from time to time by notification or any agreement between the management and the union."**

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**Sub-clause 13 (3) (b) & 13 (3) (j) :**

**GENERAL CONDITION FOR GRANT OF VARIOUS KIND OF LEAVE :**

**13 (13) (b):** "When the exigencies of public service so required, leave of any kind may be refused or revoked by the competent authority but it shall not be open to that authority to alter the kind of leave due and applied for except at the written request of the person concerned."

**13 (13) (b):** "When a worker is dismissed, removed or resigned from the service of the FCI, he will not have any claim to any kinds of leave to the credit and encashment of earned leave."

**I consider the written statements of appellant unions as well as respondent management and also their submissions offered during the course of hearing and find the above said two Sub-clauses as fair and reasonable. Therefore, above two Sub-clauses are retained as certified by the Certifying Officer and RLC (C).**

**CLAUSE C.S.O. 14 : LOSS OF LIEN ON UNAUTHORISED ABSENCE :**

**C.S.O. reads as under :**

**"If a workman remains absent for 15 days beyond the period of leave originally granted or subsequently extended he shall be given 15 days notice (by registered post with acknowledgment due at his leave address) to explain the case for his absence. In case his explanation is received to the satisfaction of the leave sanctioning authority or officer specified in this behalf by the employer, he will not lose his lien on his job.**

**In case no explanation is received or if received, it is not considered satisfactory and workman returns to duty, he will be given a fresh appointment. He shall be entitled to make a representation to the Sr. Regional Manager for regularisation of the absence for continuity of service with all consequential benefits, who shall decide the issue on the basis of the principles of natural justice. The decision of the Sr. Regional Manager shall be final."**

**Though the appellant cited a case law but no reference has been given.**

**In consideration with the written statements of appellant union as well as the respondent management**

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and also their arguments offered in the course of hearing, it respondent management and also their arguments offered in the course of hearing, it appears that all the aspects have been taken into account by the Certifying Officer and Regional Labour Commissioner (Central), Delhi while certifying this clause, under appeal. Therefor, I am inclined to feel that this clause is fair and reasonable. Hence it is ordered that this certified standing order would be retained without any modification.

**C.S.O:16 (2) (c) (I) : DISCIPLINARY ACTION FOR MISCONDUCT OR INDISCIPLINE :**

**C.S.O. reads as under:**

"Before any action is taken for imposition of penalty specified under sub-clause (b) above, the worker concerned shall be given an opportunity of not less than 15 days by the Disciplinary Authority, to show cause why the proposed action should not be taken against him, and also no order imposing any penalty shall be made except after departmental inquiry held in conformity with the principles of natural justice . For that purpose interalia a charge sheet may be issued therein specifying charge on account of which disciplinary action is proposed to be taken alongwith statement of imputation against each charge and lists of witnesses and documents relied upon shall be intimated to the worker concerned. Such charge sheet shall be given by the Disciplinary Authority in English or Hindi or the language of the State. His explanation and such other written or oral evidence as he may like to produce in his defence and report of the Inquiry Officer within 30 days shall be taken into account in arriving at a final conclusion about the penalty, if any, to be imposed on him. A copy of the final order shall also be communicated to the worker concerned in English or Hindi, or the language of the State alongwith certified copy of enquiry report."

In the course of hearing the parties agreed that after the C.S.O. the following sentence should be added.

"A copy of enquiry report shall be made available to the charge-sheeted workmen to enable him to make representation if any, against the finding or enquiry."

Accordingly I order addition of the above sentence after CSO : 16 (2) to make certifiable.

After teh addition the C.S.O. : 16 (2) would read as under :

## **FOOD CORPORATION OF INDIA**

**"Before any action is taken for imposition of penalty specified under sub-clause (b) above, the worker concerned shall be given an opportunity of not less than 15 days by the Disciplinary Authority, to show cause why the proposed action should not be taken against him and also no order imposing any penalty shall be made except after departmental inquiry held in conformity with the principles of natural justice. For that purpose interalia a charge sheet may be issued therein specifying charges on account of which disciplinary action is proposed to be taken alongwith statement of imputation against each charge and lists of witnesses and documents relied upon shall be given by the Disciplinary Authority in English or Hindi or the language of the State. His explanation and such other written or oral evidence as he may like to produce in his defence and report of the inquiry Officer within 30 days shall be taken into account in arriving at a final conclusion about the penalty, if any, to be imposed on him. A copy of the final order shall also be communicated to the worker concerned in English or Hindi, or the language of the State alongwith certified copy of enquiry report. A copy of enquiry report shall be made available to the charge-sheeted workman to enable him to make representation, if any, against the finding of enquiry."**

**Clause C.S.O. 17 : COMPLAINTS :**

**C.S.O. reads as under :**

**"All complaints arising out of employment including those relating to unfair treatment or wrongful exaction on the part of the employer or his agent, shall be submitted to the appointing authority or other person specified in this behalf with the right or appeal to the appellate authority."**

**After hearing the submissions of the parties, I hold, that the following sentence be added after the C.S.O.**

**"And the Authority specified or the Appellate Authority as the case may be shall communicate his decision to the workman with reasonable time and in any case not later than 2 months from the date of complaint or appeal as the case may be."**

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After the addition in C.S.O., now the C.S.O. would read as under :

"All complaints arising out of employment including those relating to unfair treatment or wrongful exaction on the part of the employer or his agent, shall be submitted to the appointing authority or other person specified in this behalf with the right of appeal to the appellate authority. And the Authority specified or the Appellate Authority as the case may be shall communicate his decision to the workman with reasonable time and in any case not later than 2 months from the workman with reasonable time and in any case may be."

Certified under hand and seal on this 31st day of August, 1999.

Sd/-

(G.R. MAJEE)

Dy. CHIEF-LABOUR COMMISSIONER (CENTRAL)

&

APPELLATE AUTHORITY UNDER

INDUSTRIAL EMPLOYMENT (STANDING ORDERS) ACT, 1946

## FOOD CORPORATION OF INDIA

The following rates, namely:

i. Where the enquiry contemplated or pending is departmental, the subsistence allowance, shall for the first ninety days from the date of suspension be equal to one half of the basic wages, dearness allowance and other compensatory allowance to which the workmen would have been entitled if he were on leave with wages. If the departmental enquiry gets proposed and the workman continues to be under suspension for a period exceeding ninety days, the subsistence allowance shall for such period equal to three fourths of such basic wages, dearness allowances and other compensatory allowances.

Provided that where such enquiry is prolonged beyond a period of ninety days for records directly attributable to the workman, the subsistence allowance shall, for a period preceeding ninety days, be reduced to one fourth of such basic wages, dearness allowances and other compensatory allowances.

ii. Where the enquiry is by an outside agency, or as the case may be where original proceedings against the workmen are under investigation or trial, the subsistence allowance, shall, for the first one hundred and eighty days from the date of suspension, be equal to one half of his basic wages, dearness allowance and other compensatory allowance to which the workman would have been entitled to, if he were on leave. If such enquiry or criminal proceedings are prolonged and the workman continues to be under suspension for a period exceeding one hundred and eighty days, the subsistence allowance shall for such period be equal to three fourths of such wages.

Provided that where such enquiry or criminal proceedings are prolonged beyond a period of one hundred and eighty days for reasons directly attributable to the workman, the subsistence allowance shall, for the period exceeding one hundred and eighty days, be reduced to one fourth of such wages.

If on the conclusion of the enquiry or, as the case may be, of the criminal proceedings the workman has been found guilty of the charge framed against him and it is considered, after giving the workman concerned a reasonable opportunity of representation on the penalty proposed, that an order of dismissal suspension or fine or stopped of annual increment or reduction in rank would meet the end justice, the employer shall pass an order accordingly.

Provided that when an order of dismissal, is passed under this then the workman shall be deemed to have been absent from duty working period of suspension and shall not be entitled to any remuneration for such a period, and the subsistence allowance already paid to him shall be recovered.

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Provided further that where the period between the date on which the workman was suspended from the duty pending the enquiry or investigation or trial and the date on which an order of suspension was passed under this clause exceeds four days., the workman shall be deemed to have been suspended only for four days or for such shorter period as it is specified in the said order of suspension and for the remaining period shall be entitled to the same wages as it would have received if it had not been placed under suspension after deducting the subsistence allowance paid to him for such period.

Provided also that in the case of a workman to whom the promotion of clause (a) of articles 31 of the constitution apply provisions of that article shall be complied with.

(d) If on the conclusion of the enquiry, or as the case may of criminal proceedings the workmen has been found to not guilty any of the charges framed against him, he shall be deemed to have been on duty during the period of suspension and shall be entitled to the same wages as he would have received if he had not placed under suspension, after deducting the subsistence allowances paid to him for such period.

(e) The payment of subsistane allowance under this standing or shall be subject to the workman concerned not taking up any employment during the period of suspension.

(f) Subject to the provisions of the payment of Wages Act, 1936 penalties like proportionate deductions of wages for absence from place of duty and loss of goods specifically entrusted to the workmen may be imposed for good and sufficient reasons.

(4) The following acts and omissions shall be deemed as misconduct.

(i) Willful insubordinate disobedience whether alone or in combination with others, of any lawful or reasonable orders given the employer, his agent or supervisor.

(ii) Refusing to take booking or to accept legitimate work, stocking work of instigating others to refuse booking or doing legitimate work or stop work.

(iii) Participating in an illegal strike or betting or instigating or acting in furtherance thereof.

(iv) Resorting to 'go slow' or instigating others to 'go slow'.

(v) Theft, fraud, dishonest or pilferage of any property belonging to the employer or any one else in the port premises.

(vi) Taking or offering bribes or any illegal gratification or any wrongful exemption from subordinates.

## FOOD CORPORATION OF INDIA

- (vii) Plotus or disorderly behavior at the place of work, or with the premises of the port, or any establishment under the control of the employer.
- (viii) Gross negligence in the performance of duties inefficient dilatory, careless, neglectful, wasteful, dangerous or obstructive working.
- (ix) Looking in the shed or place of work or on wharf or in the office except at place permitted by the competent authority.
- (x) Abusing, assulting or threatening to assault so workers or supervisory staff of the department, Visakhapatnam Port Trust and other employers connected with dock work.

# FOOD CORPORATION OF INDIA

ANNEXURE 88

**STANDING ORDER FOR THE WORKMAN EMPLOYED UNDER THE REGIONAL DIRECTOR (FOOD) MADRAS FOR HANDLING OF FOOD GRAINS AND FERTILIZERS AT VISAKHAPATNAM PORT AND/OR ANY WAREHOUSE LEASED OUT OF THE DEPARTMENT OF FOOD, GOVERNMENT OF INDIA AT VISAKHAPATNAM.**

1. These orders shall apply to the worker listed for employment under the Regional Director (Food) Madras for handling of foodgrains and fertilizers at the port of Visakhapatnam Port or at any warehouse leased out to the Department of Food, Visakhapatnam, but will not be applicable to the supervisory and the Ministerial Staff of the Department who are governed by the Civil Service Rules of the Government of India.

2. These orders shall come into force after 30 days from the date on which these orders are approved and authenticated by the certifying officer.

3. **AMENDMENTS OF MODIFICATION:** These orders may be amended or modified from time to time and shall take effect in accordance with the provisions of the Industrial Employment (Standing orders) Act, 1946.

4. **PUBLICITY OF ORDERS:** These Standing Orders and any amendment or modifications there to and any notices, orders or instructions issued there under shall be posted in English and telugu on the Notice Board at the Labour Section of the Office of the Joint Director (Food) Visakhapatnam.

5. **CLASSIFICATION OF WORKMEN:** the listed workmen shall be classified in the following categories:

**CATEGORY 'A':** Regular workers listed in Category "A" who will be given priority in booking over all other categories and who are eligible for benefits of provident fund minimum guaranteed employment attendance allowance etc. as agreed upon with the representative union.

**NOTE:**

In category "A" there shall be separate list for:

1. Piece rated gang workers, and maistries.
2. Stitchers (Male) and stitchers maistries.

## **FOOD CORPORATION OF INDIA**

3. Sweepers (Females) and sweeper maistries.
  4. Such other workmen as may be decided by the Regional Director (Food) Madras from time to time
- CATEGORY "a" Temporary and Coastal workmen listed in category A who will be given work if and when available after meeting the employment of Category A workmen.**

**NOTE:**

**In category "B" there shall be separate list for:**

- a. Stitchers(Male) and Stitchers maistries:
- b. Sweepers (Female) and sweep maistries;
- c. Piece rated workmen (male and maistries).
- d. Daily rated workmen (male)

**BOOKING OF WORKMEN:**

**I. The workmen shall report at the labour section of the department at least 30 minutes before the starting of the respective late comers will be allowed upto 15 minutes of the time fixed for reporting at the labour section but will be marked "LATE. Workmen who fails to report within 15 minutes of the fixed for reporting shall be treated as ABSENTTES. If a workmen comes late ore than thrice in a month, he shall be liable for disciplinary action.**

**II. The piece rated workers shall be booked in gangs. The vacancy due to the absenteeism in the normal strength of the gangs would be failed in from the available workmen of category B, to make up gangs to the extent feasible at the discretion of the employee or representatives.**

**III. All workmen booked for work shall report for duty as the assigned place of such punctuality before the commencement of the shift shall not leave the place of work before the end of the shift with the specific permission of the supervisory staff of the department on duty, those found absenting from duty or reporting late the work place, after being booked, may be subjected to proportion deduction in wages in addition to other disciplinary action.**

**IV. The allocation of gangs and workmen in the different shift various items of work at the various points (Wharfs, shed or ware hosues) and the assigning of duties and/or rotation of gangs with shift in the same shed or from one shed to another shall be made to the supervisory staff of the department on duty.**

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**V. No maistry shall be booked for shift, unless there are at least 4 workmen, he is expected to supervise. This is subject to relaxation at the discretion of the officer in charge, labour section of the Joint Director (Food) Visakhapatnam.**

### **7 IDENTIFY CARDS AND TOKENS AND SEARCH**

**1. Every workmen will be provided with an identify card/harbor entry pass showing his name, category and token number and other identification particulars.**

**2. The identity card/labour entry pass shall be shown on demand to the supervisory staff of the department, at any time.**

**3. The identity card/ labour entry pass shall not be transferred Breach of this order shall constitute MISCONDUCT under Order No. (3) and the workmen concerned shall be liable for punishment in accordance with these orders.**

**4. In case of loss of the identify card/ Harbour entry pass, a duplicate will be issued only after the workmen concerned satisfies the employer or his representatives of the genuiness of the loss pays the cost of replacement as may be decided by the employer and submits three photos of passport size.**

**(2) If as a result of the discontinuance of the shift working any workmen are to be retained, such retrenchment shall be affected on basis of the provisions of the Industrial Disputes Act, 1947 and the Rules and there under. If shift working is re-started the workman shall be given notice and re-employed on the basis of the provisions of the said Act and Rules.**

**12. NOTICE OF CHANGE IN SHIFT WORKING: Any notice of discontinuance or restarting of shift working required by standing order No.11 above shall be in form appended to be Model Standing Order (Central Rules 1946 and shall be displayed conspicuously on the Notice Board the Labour Section of the Department. A copy of the same shall also be served by registered post to the Secretary of the registered trade union operating in the establishment.**

**13. DUTIES OF WORKERS (1) the workman of the different categories shall carry out their specified duties in accordance with the direction of the Joint Director (Food), Visakhapatnam or any other officer or so supervisory staff noting in his behalf and as per the Rules of the Visakhapatnam Port Trust and Dock Labour Board.**

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**(2) The workmen shall be liable to work in continuation of their initial shift, when booked in the following shift depending on the exigencies of work, provided that no workmen shall be employed continuously for more than two consecutive shifts.**

**(3) The listed workmen shall not engage themselves for employment with any other employer on days they are provided with work.**

**14.HOLIDAYS: Workman of Category 'A' shall be entitled to paid holidays including three National Holidays in a calendar year as agreed upon. The names of the paid holidays and the dates to be fixed by the Joint Director(Food), Visakhapatnam will be notified in English and Telugu at the Notice Board at the Labour Section of the Department.**

**15.SICK LEAVE: workman of category "A" shall be entitled to sick leave with pay effect from 01.01.1987 upto seven days in a calendar year sick leave shall not accumulative. Sick leave for more than 3 days time shall be supported by a Medical Certificate from any registered medical practioner. This may, however be relaxed at the discretion of the leave sanctioning authority.**

**16.PRIVILEGE LEAVE: Workmen of Category A shall be entitled to privilege leave with pay at the rate of 1/11 of the total number of days actually reported for duty subject to the maximum accumulating of 365 days at any time. This will be with effect from 01.01.1987 and subject to such conditions as may be laid down by the Joint Director (Food) Visakhapatnam from time to time.**

**17.CASUAL LEAVE: a workman may be granted normal leave without pay upto 20 days in a calendar year on application for unforeseen continuing errors.**

**18.LEAVE GENERAL: (1) A workman who desires to apply for prolific leave, shall submit his application to the Assistant Director (Labour) a week in advance of the date he intends to proceed on leave giving particulars of his gang, token number, purpose and period of leave address to which letters may be sent during the period of leave. When so applied, the sanction or otherwise will be intimated to the workman as soon as possible prior to the commencement of leave.**

**If due to unforeseen contingencies, a workman could not submit his leave application for leave in advance will be submitted by the workman as soon as possible, to the leave sanctioning authority, explaining the reasons as to why the leave application could not be submitted in advance.**

**(2) Where a workman does not resume duty after availing of the sanctioned leave within 15 days of the expiry of the leave or false to explain to the leave sanctioning authority his inability to return in time or**

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where such absence exceeds 90 days, he shall be deemed to have resigned and he shall accordingly cease to be in the employment of the Regional Director (Food), Madras.

**Note:** The Regional Director (Food), Madras may, at his discretion condition such absence of workmen exceeding 90 days by granting 'leave not due' without wages to avoid break in service.

**19. PAYMENT OF WAGES (1)** the wage period and any days for all categories of workmen shall be fixed by the Joint Director (Food), Visakhapatnam in accordance with the provisions of the payment of wages Act 1938.

**20. STOPPAGE OF WORK: (2)** the employer may, at any time, in the event of Fire, Catastrophe, Breakdown of Machinery or stoppage of power supply, epidemics, Civil Commotion, or other causes beyond his control stop any category of work wholly or partially for any period without notice and without payment of any wages to the workmen for such period subject to the provisions of the Industrial Disputes Act, 1947.

**20. STOPPAGE OF WORK (2)** In the event of such damages during working hours, the workmen affected shall be notified by notices put up on the notice board in the Booking Section and Dock office of the Department, as soon as practicable and as to when work will be resumed, and whether these are to remain or leave their place of work. Whenever practicable reasonable notice shall be given of resumption of normal work.

**(3)** The employer may, in the event of a strike affecting wholly or partially any section or department of the establishment close down either wholly or partially such section or department and any other section or department affected by such closure shall be notified by notice put up on the notice board in the labour section or the Department concerned as soon as practicable. The workmen concerned shall also be notified by a general notice period to resumption of work, as to when work will be resumed.

**21. RETIREMENT:** A workmen may be retired from service or his attaining the age of 60 years or earlier when he is certified medically unfit for the work he has been employed for. The decision of the employer's doctor or a doctor nominated by the employer will be final in this regard unless it is successfully challenged by the employee by producing a certificate from a doctor not less in rank than that of a civil Surgeon to whom the fact of original certification of unfitness has been intimated.

**22. TRANSFERS:** A workmen may be transferred from one gang to another at the discretion of the employer, within the same category of workmen in consultation with the recognized Union.

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- (xi) Tempering with Cargo, or willfully or negligently damaging Cargo in dock area or in godowns;
- (xii) Willful overloading or underloading of cargo;
- (xiii) causing damage to gunnies, twines, sedls, etc., do to careless operation or misuse;
- (xiv) Sleeping while on duty.
- (xv) Leaving place of work during working hours, without permission of the supervisory staff, or failing to attend duty after taking booking or reporting late at the place of work after taking booking.
- (xvi) Allowing any other listed worker or any other person to me work during the period of one's duty or unauthorizly doing the work of another worker.
- (xvii) Gambling in the premises of the employer in dock permit in the shade or godowns;
- (xviii) Wasting time while on duty in dork premises or in the godowns to the department of work;
- (xix) Impersonation of the listed workman or willfully permitted mother worker whether listed or not to utilize the identity card or we go and attendant or other token document issued by the employer to facilitate Impersonation.
- (xx) Refusal or failure to observe safety precautions and directions issued from time to time in connection there of;
- (xxi) Committing nuisance at or near place of duty except at peace provided for the purpose
- (xxii) Engaging in Trade with in the pori permission or premisses of employee whili on duty
- (xxiii) Unauthorized distribution or exhibition in the workplace stand or office premises of any bills, payments promote of any short;
- (xxiv) Handing meeting at the place or work or at the premises of the employer without permission of the authorities around.
- (xxv) Habitual absence without leave
- (xxvii) collecting money at the place or work in the short or a booking office without authorization.
- (xxviii) Refusing to show identity card or other documents for identification and verification purposes to supervisory staff of the employer and Visakhapatnam port trust;
- (xxix) Failing to comply with the lawful orders or dissection of the employer or his supervisory staff.

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(xxxi) Converting by a court for an offence involving moral turpitude;

(xxxii) Connivance at any of the above offences;

(xxxiii) Any branch of these standing orders.

5. No order of termination of employment by way of punishment for misconduct shall be made, unless the workman is informed in writing of the alleged mis-conduct and given an opportunity to explain the circumstances against him and an enquiry is held and the workman is permitted to be assisted at the enquiry by co-worker of the office if he so desires, the approval of the Director ( Food), Visakhapatnam will be required for the order.

6. An order of suspension pending enquiry into alleged misconduct shall be in writing and shall take effect immediately on delivery to the workman. If on enquiry the workman is found guilty, the workman shall be deemed to have been absent from duty for the period of his suspension and shall not be entitled to any reimbursement for the period of suspension. If However, the workman is found not guilty will be deemed to have been on duty during the period of suspension and shall be tax part entitled to wages at the rates of minimum guaranteed wage per day fixed from time to time.

7. In awarding punishment, the employer shall take into account the gravity of the misconduct, the previous record of the workman and any other extension or aggravating circumstances that may exist. The order awarding punishment shall be supplied to the workman concerned.

**26. Complaint.:** All complaint arising out of employment including unfair treatment or wrongful erection on the place of a supervisor shall be submit to an officer, specified for the purpose by the employees, with a right of appeal to the Joint Director (Food, Visakhapatnam.

**27. Liability of the Employees.** The joint director (Food), Visakhapatnam shall be responsible for the proper and fitful observation of the standing orders

The above standing Orders are certified under the industrial .

No. F 1/193(21)/66employment (Standing Orders) Act; 1946 this 17th day of June 1968.

Sd/-

Certifying Officer and  
Regional labour Commissioner (Central) Hyderabad

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ANNEXURE 89

## STANDING ORDERS FOR WORKMEN EMPLOYED AT MADRAS HARBOUR

BY THE REGIONAL DIRECTOR (FOOD), SOUTHERN REGION, MADRAS

## STANDING ORDERS FOR WORKMEN EMPLOYED UNDER THE REGIONAL DIRECTOR (FOOD) SOUTHERN REGION, MADRAS FOR HANDLING OF FOODGRAINS AND FERTILIZERS IN MADRAS HARBOUR AND PORT WAREHOUSES LEASED OUT TO THE DEPARTMENT OF FOOD (GOVERNMENT OF INDIA MINISTRY OF FOOD AND AGRICULTURE)

1. This orders shall apply to the worker is listed for employment under the Regional Director (Food), Southern Region, Ministry of Food and agriculture, Department of Food government of India for handling of foodgrains and fertilizers in the madras harbor and the port warehouses leased out to the department but will not cover the supervisory and the ministerial staff of the department covered by the civil services Rules of the Government of India.
2. This orders shall come into force after 30 days from the date on which these orders are approved and authenticated by the certifying officer.
3. The listed workmen shall be classified in the following categories:-

### Category A

Regular workers listed in Category A who will be given priority in booking over all other categories and who are eligible for benefits of provident fund minimum guaranteed employment attendance allowance, etc. as agreed upon with the representative Union.

### Category B

Semi-regular workers listed in Category B who will be given priority in booking over temporary and casual workers and who are eligible for benefit of minimum guaranteed employment attendance, etc. as agreed upon with the Representative Union.

### Category C

Temporary and casual workers listed in Category C who will be given work if and when available after

## FOOD CORPORATION OF INDIA

meeting the requirements minimum guaranteed employment of categories A and B and to fill temporary vacancies in the Category A and B.

### **4 BOOKING OR WORKERS**

(1) The workers shall report at the booking office of the Department at least 45 minutes before the starting of the respective shifts. Those reporting late shall be deemed absent and their vacancies may be filled up from the substitutes.

(2) The piece-rated workers for bagging and loading work will be booked in gang and such of the gangs in which more than one -third of the members are absent may not be booked and the whole gang may be deemed to be absent. However, if the vacancies are less than one-third of their normal strength the same may be filled up from the available substitutes or other gang worker to make up the gangs to the extent feasible at the discretion of the employer of his representatives.

(3) All workers booked for work shall report for duty at the assigned place of duty punctually before the commencement of the shift and shall not leave the place of work before the end of the shift except with the specific permission or under the direction of the supervisor in-charge Those found absenting from the duty or reporting late at the work place, after being booked, may be subjected to proportionate deduction in wages, in addition to other disciplinary action.

(4) The workmen may be transferred from one gang to the order or joined with another gang for the purpose of booking, at the discretion of the employer according to exigencies of work.

### **5 TICKETS - IDENTITY CARDS - TOKEN**

(1) Every worker will be provided with an identity card/ Harbour Entry Pass showing his name category of work Token No., if any, and identification particulars.

(2) The identity card/ Harbour Entry pass shall be shown on demand to the supervisory staff and shall be surrendered on suspension, retirement or termination of employment or for any other goods and sufficient reasons.

(3) Metal tokens showing the gang number and the workmen's number may also be issued, and when so issued they will have to be produced and surrendered at the time of booking for duty if called upon to do so.

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The booking may be refused in case the worker fails to produce the token and the identity Card/ Harbour Entry pass when demanded.

(4) To avoid misuse of the identity cards/ Harbour Entry pass and tokens duplicate identity cards and token will be issued only after the workman satisfies the employer or his representatives of the genuineness of the loss and pays the cost of replacement, the approximate cost of which will be decided by the employer.

(5) All Workmen shall be required to take out harbor entry passes issued by the Madras port trust and abide by the rules and regulations governing the issue thereof.

### **6 PUBLICATION OF WORKING TIME**

Timing and rest intervals for the various shifts, as fixed from time to time will be exhibited in English and Tamil, prominently in the booking office of the departments.

### **7 PUBLICATION OF HOLIDAYS AND PAY DAYS**

Notices specifying the days observed as closed holidays and pay days will be displayed in the booking office of the Department in English and Tamil.

### **8 PUBLICATION OF WAGE RATES**

Notices specifying the rates of wages and allowance for various categories of workmen shall be displayed in the booking office to the department.

### **9 SHIFT WORKING**

More than one shift may be worked for any kind of work undertaken by the department at the discretion of employer. If more than one shift is worked, the workman shall be liable to be transferred from one shift to another. No shift working shall be discontinued without twenty-one days notice being given in writing to the workman prior to such discontinuance provided that such notice shall be necessary if the closing of the shift is under agreement with the workman affected or with the recognized trade union operating in the establishment. If as a result of the discontinuance of the shift working any workmen are to be retrenched, such retrenchment shall be effected on the basis of the provisions of the industrial disputes act,

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1947 and the rule made there-under. If shift working was restarted the workmen shall be given notice and re-employed on the basis of the provisions of the said act and the said rules.

### **10 NOTICE OF CHANGE IN SHIFT WORKING**

Any notice of discontinuance or of restating of a shift working required by the standing order (9) above shall be in the form appended to the model standing orders framed under the industrial employment (Standing Orders) Central Rules, 1946 and shall be displayed conspicuously on a notice board in the booking office of the department. A copy of the same shall also be served by registered post on the secretary of the registered trade union operating in the establishment.

### **11 DUTIES OF WORKERS**

(1) The workers of different categories shall carry out their duties in accordance with the discretions of the employees or his agents/ supervisors, and as per rules of the Madras Port Trust and Block Labour Board Madras.

(2) While on duty the workmen may be required to undertake work whenever available by the concerned supervisors/ masteries etc., and the workmen will be bound to carry out the orders issued to them in this regard whether oral or in writing.

(3) The workmen will be liable to work in continuation of their initial shift, when booked in the following shift depending on the exigencies of work, provided that workmen shall be employed continuously for more than two consecutive shifts.

(4) The listed workers shall not engage themselves for employment with any other employer on days they are provided with work.

### **12 LEAVE**

(1) A workman who desired to obtain leave of absence other than casual leave not exceeding three days at a time for unforeseen circumstances, shall apply to the assistant director (Labour) or such other officer as may be designated by the employer a week in advance of the date he intends to proceed on leave giving particulars of his gang, purpose and period of leave and the address to which letters may be sent during the period of leave. When so applied the sanction or otherwise will be intimated to the workman as early as possible prior to the commencement of the leave if the leave asked for is granted, a leave pass may be issued

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to the worker, if the leave is refused or postponed the fact and the reason thereof shall be intimated to the workman.

(2) If the workman after proceeding on leave desires an extension thereof, he shall apply to the same officer who sanctioned the original leave, before the expiry of the leave, giving his full postal address where he wants to receive the reply. In case the leave is partly or fully refused, the fact will be intimated to the workman by registered post.

(3) If the workman remains absent beyond the period of the leave originally granted or subsequently extended he shall lose his lien on his appointment unless he (a) returns within 15 days of the expiry of the leave and (b) explains to the satisfaction of the leave sanctioning authority his liability to return in time.

(4) All leave including the casual leave will be without pay unless agreed and notices otherwise by the department.

### **13 CASUAL LEAVE**

A short leave not exceeding three days at a time, except in the case of sickness supported by medical evidence may be granted to a workman on application for unforeseen contingencies. The leave will be applied for and sanctioned obtained in advance from the leave sanctioning authority, except under special circumstances beyond the control of the workman, in which case, the leave will be applied for as soon as possible.

### **14 WORK ON HOLIDAYS**

Workers shall report at the booking office of the department for work on all the days declared as 'Non-working holidays' by the Madras port trust or the department payment for work on holidays will be made as agreed with the recognized trade union from time to time.

### **15 ABSENTEEISM**

Workers who remain absent without intimation for 15 days continuously or for 50% of the shifts offered to them in a month, shall lose lien on their appointment.

### **16 DISTRIBUTION OF WORK**

(1) The available work shall be distributed as equitably as possible among available gangs, subject to the stipulations of minimum guaranteed shifts provided for in the agreement with the workmen, provided of

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course the gangs of workers are available for booking at the appointment time and are not under suspension orders.

(2) Subjects to specific agreements made with the recognized Union no compensation or other benefits will accrue to the workmen on day on which it is not found possible to book them for want of work.

### **17 PAYMENT OF WAGES**

The wages earned by the workmen will be paid on working day within ten days of the expiry of the wage period, which will be a calendar month unless notified otherwise. The wages which remain unclaimed on the usual pay day shall be offered for payment on unclaimed wage pay in each week which shall be notified.

### **18 STOPPAGE OF WORK**

(1) The employer may, at any time, in the event of the catastrophe, break down of machinery or stoppage of power supply, epidemic, civil command or other cause beyond his control, stop any category of work, wholly or partially for any period or periods without notice, and without payment of any wages for such periods, subject to the provision of the industrial disputes act and any subsisting agreement with the recognized union.

(2) In the event of such stoppage during working hours, the workmen affected shall be notified by notices put upon the notice board in the department as soon as practicable, when work will be resumed and whether they are to remain or leave their place of work whenever practicable, reasonable notice shall be given of resumption of normal work.

(3) The employees may in the event of strike affecting either wholly or partially any section of the department of the establishment close down either wholly or partially such section or department and any other section or department effected by such closing down. The fact such closure shall be notified by notices put on the notice board in the section or department concerned and in the time-keeper's office, if any as soon as practicable. The workman concerned shall also to notified by a general notice prior to resumption of work, as to when work will be resumed.

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(4) The foregoing general provisions of this section will be subject to any specific provisions incorporated in any subsisting agreement with workmen or their trade union.

### **19 TERMINATION OF EMPLOYMENT**

(1) For terminating employment of a workman listed in category A two weeks notice in writing shall be given by the employer or the workman provided that wages at the rate of minimum guaranteed wage in force may be given in lieu of notice the full period falling short of the requisite notice.

(2) No notice whatsoever will be required in the case of other categories of workers, and in case of termination of employment of a worker in any category on account of disciplinary action.

(3) The workman who is refused a Harbour Entry Pass by the Madras port trust for any reason whatsoever will be deemed to be not available for employment and his services may be terminated provided that he will be given preference in the matter of re-employment, if his Harbour Entry pass is restored by the Madras port trust.

(4) Any workman who absents himself for more than 15 consecutive days without leave or who remains absent for 15 consecutive days beyond the period of leave originally granted or subsequently extended shall be deemed to have left the service without notice and his name will be removed from the list without further notice to him.

(5) Where the employment of any workman is terminated by the employer the wages earned by the workman shall be paid before the expiry of the second working day from the day on which his employment is terminated, in other cases wages will be payable on normal payment days.

### **20 RETIREMENT**

A workman may be retired from service on his attaining the age of 58 years if earlier when he is certified medically unfit for the work he has been employed for the decision of the employer's doctor or a doctor nominated by the employer will be final in this regard unless it is successfully challenged by the employee by producing a certificate from a doctor not less in rank than that of a Civil Surgeon to whom the fact of original certification of unfitness has been intimated.

### **21 TRANSFER**

A workman may be transferred from one gang to another at the discretion of the employer, within the same category of workman.

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### 22 CERTIFICATION TERMINATION OF EMPLOYMENT

Every listed worker shall be entitled and will be given on demand a service certificate on his name being removed from the list of enrolled workman.

### 23 DISCIPLINARY ACTION

(1) A listed worker may be suspended as a measure of punishment for a period not exceeding seven days at a time, or removed from the list without notice with consequent loss of right to be employed in the event of his being found guilty of misconduct.

for absence from place of duty and loss of goods specifically entrusted to the workman may be imposed for good and sufficient reason.

(3) The following acts and omissions shall be deemed as misconduct:-

(i) Willful insubordination or disobedience whether alone or in combination with others of any lawful reasonable orders given by the employees, his agent or supervision.

(ii) Refusing to take booking or to accept legitimate work, stopping work instigating other to refuse booking or doing legitimate work or stop work.

(iii) Participating in an illegal strike or abetting or instigating or acting in furtherance thereof.\

(iv) Restoring to go slow instigating others to go slow

(v) Theft, fraud, dishonest or pilferage of any property belonging to the employer or anyone else, in the port premises.

(vi) Taking or offering bribes or any illegal gratification or any wrongful exaction from the subordinates.

(vii) Riotous or disorderly behavior at the place of work, or within the premises of the part, or any establishment under the control of the employer.

(viii) Gross negligence in the performance of duties, inefficient, dilatory careless needful, wasteful, dangerous or destructive working.

(ix) Smoking in the shed place of work or on the wharf, or in the office except at places permitted by the competent authority.

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- (x) Abusing, assaulting other eatening to assault the co-workers or supervisory staff of the Department Madras port Trust and other employees connected with dock work.
- (xi) Tampering with cargo or willfully or negligently damaging cargo in dock area, or in godowns.
- (xii) Causing damage torunnies, twine, scales, etc due to careless operation or misuse.
- (xiii) Willful overloading under loading of cargo.
- (xiv) Sleeping while on duty.
- (xv) Accepting without permission of the employer or his representative work which is not allotted by the booking section.
- (xvi) Leaving place of work during working hours, without permission of the supervision staff or failing to attend duty after taking booking or reporting late at the place of work after taking booking.
- (xvii) Wilful interference with the other persons.
- (xviii) Allowing any other listed worker or any other person to do one's work during the period of one's duty, or un-authorized doing the work of another worker.
- (xix) Gambling in the premises of the employer, in dock premises or in the sheds or godowns.
- (xx) Wasting time while on duty in dock premises of the employer, in dock premises or in sheeds/godowns.
- (xxi) Impersonation of a listed dock worker, or will fully permitting another worker whether listed not to utilize the identity card wage and attendance card or other token or document issuedly the employer to facilitate impersonation.
- (xxii) Refusal or failure to observe safety precautions and rules and directions issued from time to time in connection thereof.
- (xxiii) Committing nuisance at or near place of duty except in places provided for the purpose.
- (xxiv) Engaging in trade within the port limits or premises of the employer while on duty.
- (xxv) Unauthorized distribution or exhibition in the work places call stand or office premises of the authorities concerned.
- (xxvi) Holding meeting at the place of work or at the premises of the employer without permission of the authorized concerned.

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(xxvii) Stopping work or leaving the place of work, without the permission of the employer or his supervisor, before closing time or reporting late for work and/ or habitual late attendance.

(xxviii) Habitual absence without leave.

(xxix) Collecting money at the place of work or in the shed or in the booking office without authorization.

(xxx) Failing to comply with lawful orders or directions of the employer or his supervision staff.

(xxxi) Frequent repetition of any act or omission for which a fine may be imposed under the payment of wages act.

(xxxii) Failure to carry out duties specified by the Employer.

(xxxiii) Refusal to obey lawful orders of gang mastery or any supervisor in performance of duties.

(xxxiv) Conviction by a court for an offence involving moral turpitude.

(xxxv) Connivance of any of the above offences.

(4) Order of termination of employment by way of punishment for misconduct shall be made unless the workman is informed in writing of the alleged misconduct and given an opportunity to explain the circumstances alleged against him and an inquiry is held in consonance with the principles of natural justice and permitted to be assisted at the inquiry by co worker of his choice if so desires the approval of the chief officer of the department in charge of port operations at madras will be required for this order.

(5) An order of suspension pertaining inquiry into alleged misconduct shall in writing and may effect immediately on delivery to the workman. If on inquiry the workman is found guilty the workman shall be deemed to have been absent from duty for the period of suspension and shall be entitled to any remuneration for the period of suspension. If however the workman is found not guilty he will be deemed to have been on duty during the period of suspension and shall be entitled to wages at the rate of minimum guaranteed wage per day fixed from time to time.

(6) Where the period of suspension pending inquiry extends beyond seven days the workman bonding to the A and B categories of workmen will be paid one half of the minimum daily guaranteed daily wage of time rate wages per day in force at the time of the day he continues under suspension beyond seven days.

(7) In awarding punishment the employer shall take into account the gravity of the misconduct the previous record of the workman, and any other extenuating or aggrading circumstances that may exist, a copy of the order awarding punishment shall be supplied to the workman concerned.

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### COMPLAINTS

24. All complaint arising out of employment, including unfair treatment or wrongful exaction on the part of supervisor shall be submitted to an officer specified for the purpose by the employer, with a right of appeal to the chief officer in charge of port operations of madras.

### LIABILITY OF THE EMPLOYER

25. The Chief Officer in charge of the port operations in the madras Harbour shall be responsible for the proper and faithful obsemance of the standing order.

### EXHITION OF STANDING ORDERS.

26. Copy of these orders in English and Tamil shall be posted at the office of the Officer in charge of port operations and at the booking offices and shall be kept in a legal condition.

# FOOD CORPORATION OF INDIA

ANNEXURE 90

Government of India

Ministry of Labour, Employment & Rehabilitation

(Central) & Certifying Officer for Maharashtra, Goa, Daman & Diu Bombay.

No: B-324(8)/66

Dated : 1st March, 1969

To

1. The Regional Director (Food)  
Ministry Bhavan, Dashawn Vidhut Board Bombay -1.
2. The Secretary,  
Transport and doc worker  
I.D. Mallo Bhavan, P.D. Mello Board, Bombay -1.

**Subject: Industrial employment (standing orders) Act, 1946 - Certification of Standing Orders in respect of enlisted work employed in the Godowns and at railheads in Bombay by the Regional Director (Food), Bombay.**

Sir,

In accordance with sub-section 3 of section 5 of the industrial Employment (Standing Orders) Act, 1946, I forward herewith an authenticated copy of my order No. B-324(8)/68 dated 28.02.69 accompanied by a copy of the standing orders as now certified by me under the provisions of the said Act duly authenticated under my signature and seal of my office. The order shall come into force as per provision of Section 7 of the said act.

Yours faithfully,

(H.H. Quraishy)

**Certifying Officer for Maharashtra Goa, Daman and Diu and  
Regional labour commissioner (Central) Bombay.**

Encl: Is above.

Copy along with a copy of certified standing Orders forwarded to the Chief Labour commissioner (Central) New Delhi.

Government of India

Ministry of Labour Employment & Rehabilitation

Office of the Regional Labour Commissioner (Central) & Certifying officer for Maharashtra Goa, Daman & Diu Bombay.

In the matter of certification of standing orders in respect of the establishment of the Regional Director (Food) Bombay-1 (for enlisted workmen) under industrial Employment (Standing Orders) Act, 1946

Present: Shri H.H. Quraishy

Certifying Officer for Maharashtra, Goa, Daman and Diu and Regional Labour Commissioner (Central) Bombay)

## FOOD CORPORATION OF INDIA

**Parties:**

Representing the employer : Smt. Neela Thakur , Assistant Director (Labour)  
Representing the workmen : Shree M. G. Kotwal, Secretary, Transport and Dock Workers Union, Bombay-1,  
No. B-324(8)/68 : Dated the 28th February, 1969.

ORDER: NO.1 of 1969

The Regional Director (food) Bombay in his letter No. LB/BOM/Standing Orders/ 68 dt. 13th May 1968 forwarded draft standing orders in respect of his enlisted workmen for certification by the undersigned as required under section 5 of the industrial Employment (Standing Orders) Act, 1946, after inviting objections from the union operating in the establishment the parties were finally heard by me on 18.02.69 at Bombay, At the hearing the draft standing orders and objections raised thereon were taken up for consideration. Agreement was reached between the parties in respect of all the clauses of the draft standing orders and this agreement is incorporated in the minutes of hearings duly signed by the parties, a copy of which was handed over to the parties.

It would appear from the agreement as incorporated in the minutes of hearing that under S.No. 5 & 6 two clauses have been mentioned as 16 & 17. Looking to the agreement as in S.No. 2, wherein a clause has been deleted necessitating renumbering of remaining clauses, the Nos. given to the aforesaid two now clauses cannot be the same and have to be changed accordingly Therefor, I direct that the new clauses 16 & 17 shall be immersed as 15 & 16.

It would be further observed from the agreement as incorporated in the minutes of hearing that S. No. 4 relates to clause - 14(3)(B). But inadvertently the figure 14(3)(b) could not be mentioned and instead the figure 3(b) was mentioned Therefore, for removal of doubt it is clarified that Sr. No. relates to standing Order no. 14(3)(b).

I am also satisfied that the standing orders agreed upon by the parties are fair and reasonable and accordingly I direct that the clauses of draft standing Orders submitted by the management shall be certified in terms of the agreement incorporated in the minutes of hearing referred to above.

Sd/-

**(H.H. Quraishy)**

Certifying Officer for Maharashtra Goa, Daman and Diu and  
Regional Labour Commissioner (Central) Bombay.

# FOOD CORPORATION OF INDIA

## STANDING ORDERS

Regional Director (Food), Mistry Bhavan Dinshaw Wachha Raod, Boambay-1 - standing orders for Enlisted workers employed in the Godowns and at Rail Head in Bombay by the regional Director (Food) Bombay.

1. The Standing orders shall apply to the enlisted workers employed in godowns and at rail heads in greater Bombay as specified below:

- (a) Loaders
- (b) Stitchers
- (c) Gift Parcel Loaders
- (d) Palawala Cum Tankewala
- (e) Palwali/Palawala
- (f) Gunny Bale Loaders
- (g) Mazdoors
- (h) Labour Mukadams

## 2. BOOKING OR WORKERS:

(1) Loaders , gift parcel loaders, gunny bale loaders and wagon loaders are booked by Gangs. Palawalaspalawalis, stitchers Labour Mukadams and Mazdoors are booked individually. The workers will be booked at the really Road booking office. For booking in day shift the workers shall report at the booking office at 8.00 a.m. for looking in II and III shifts workers shall report for booking at 5.00 p.m. after reporting, they shall remain at the offices for a period not exceeding one hour.

Workers who fail to report within 15 minutes of the time fixed for reporting for booking as referred to above shall be treated as absentees and workers next on rotation shall be allocated booking in their places. Any new direction regarding booking as approved by the regional director (Food) shall be announced to workers in Hindi English and Marathi and placed by the booking office on the notice board. Vacancies in the gangs shall be filled by the booking office. Meanwhile the workers booked shall proceed to the sheds and carry on the work in case any worker booked does not report in time the same shall be reported by the supervisory staff at the work spot.

(2) All workers booked for work must report for work at the work spot punctually at the time fixed for the commencement of the shift unless for reasons beyond their control and shall not leave their place of duty before closing time except with the permission of the employer or his representative. Any worker who contravene this clause shall be treated as absent and replaced and shall render himself liable for disciplinary action.

## (3) PUBLICATION OF WORKING TIME

Timings of hours of work and rest and booking time in respect of enlisted workers shall be fixed by the regional Director (Food) from time to time and pasted on the Notice Board of the Booking office in Hindi English and

## FOOD CORPORATION OF INDIA

Marathi.

### **(4) PUBLICATION OF HOLIDAYS & PAY DAYS**

Notices specifying the days observed as closed holidays and pay days shall be posted on the notice board in Hindi , English and Marathi an booking office.

### **(5) PUBLICATION OF WAGE RATE**

Notices specifying rates of wages shall be displaced in hindi, English and Marathi inconnicious manner at the booking offices.

### **(6) OVERTIME**

Workers shall work over time as and when required by the employer. In case any workers is unable to do over time work shall seek prior permission of the godown officer concerned to that effect.

### **(7) TRANSFER OF WORKERS FROM ONE SHIFT TO ANOTHER**

Workers shall normally be transferred from one shift to another at fixed intervals. Care shall be taken by the booking offices to ensure that as far as possible work in each shift is distributed equitably.

### **(8) DISCONTINUANCE OF SHIFTS**

More than one shit may be worked in a department or departments or any section of a department of the establishment at the discretion of the employer. If more than one shift is worked the workmen shall be liable to be transferred from one shift to another No shift working shall be discontinued without 21 days notice being given in writing to the workmen prior to such discontinuance provided that no such notice shall be necessary if the closing of the shift is under an agreement with the workmen affected. If as a result of discontinuance of the shift working any workmen are to be retrenched such retrenchment shall be effected in accordance with the provisions of the industrial disputes act 1947 (14 of 1947) and the Rules made thereunder. If shift working is restarted the workmen shall be give notice and re-employed in accordance with the provisions of the said act and the said rules.

### **(9) DUTIES OF THE WORKERS**

Workers of different categories shall carry out duties laid down for them by the employer from time to time. He shall accept employment in the category or sub category in which he has been enlisted. He shall carry out his duties in accordance with the directions of the employer or his representative Director ( Food) as per the notice of board of the booking department.

### **(10) TEMPORARY TRANSFERS**

Any enlisted worker who desires to obtain temporary transfer from one shift to another shall apply in writing to the booking office concerned and may be allowed such transfer at the discretion of the booking Decision of the booking office in the matter shall be final.

## **FOOD CORPORATION OF INDIA**

### **(11) WORK IN HOLIDAYS**

Workers shall report at the booking offices for work on all the days of the month subject to the limitation as may be placed by the HOD in respect of holidays declared by him.

### **(12) LEAVE**

(i) All applications for leave shall be submitted to the booking office which is the sanctioning authority for the grant thereof. The procedure for grant or extension of leave shall be notified to the workers by the booking office.

(ii) The worker who remains absent for a period of 15 days or who does not report for work within 7 days of the expiry of leave granted to him shall be deemed to have voluntarily abandoned the service in pool unless his absence is condoned by the D.D. (Godowns).

### **(13) DISCIPLINARY ACTION FOR MISCONDUCT**

(1) An unlisted worker who coming any act of indiscipline or misconduct may be reported In writing to the chief labour inspection who may after invertigating the matter give him a sarning in writing or suspend him for a period not exceeding 4 days at a this report may be made in the form given in appendix A.

(2) Where in the opinion of the chief labour inspector a higher punishment that that provided in item 1 is merited he shall report the case to the Dy. Director (Godowns) through the assistant director (Labour).

(3) On receipt of the written report from the chief labour inspector under item 2 that ana enlisted worker has commissioned as act of indiscipline or misconduct or has consistently failed produce the standard out-put or has been inefficient in any other miner the Dy. Director (Godowns) may make or cause to be made such further investigation as he may deem fit, and thereafter take any of the following steps as regards the worker concerned that is to say he may impose any of the following penalties.

- (a) Given him a warning in writing
- (b) Suspend him for a period not exceeding 4 days at a time
- (c) Terminate his services after giving 14 days notice or
- (d) Dismiss him

(4) Before any action is taken under item 1 or 3 the person concerned shall be given an opportunity to show cause why the proposed action should not be taken against him for that purpose a charge sheet in the form given in appendix B may be used where in specific charges on account of which disciplinary action is proposed to be taken shall be intimated to the worker concerned. His explanation and such other written or oral evidence as he may like to produce in his defense within the time stipilat shall be taken into account in arriving at the final conclusion about the penalty if any to be imposed on him. Copy of the final order shall also be communicated to the person concerned.

## FOOD CORPORATION OF INDIA

(5) The booking office shall be informed immediately about the action taken under item 1 or 3.

(6) An Industrial worker who is aggrieved by an order passed by the chief labour inspector or Dy. Director (Godown) under item 1 or 3 as the case may be may appeal to the next higher authority viz. Dy. Director or Director (Operations) as the case may be. The appeal shall be in writing and shall be preferred within 14 days of the receipt of the order appealed against and the appellate authority may for reasons to be recorded admit an appeal preferred after the expiry of 14 days.

### **(14) ACT AND OMISSIONS TREATED AS MISCONDUCT**

The following acts and omissions shall be treated as misconduct

- (j) Willful insubordination or disobedience whether one or in combination with others of any lawful or reasonable order given by the employer his agent or supervisor.
- (ii) Refusing to take booking or to accept legitimate work stopping work or instigating other to refuse booking or doing legitimate work or stop work
- (iii) Rafticipation in a illegal strike or abetting or instigating or acting in furtherance thereof.
- (iv) Resorting to go-slow or instigating others to go-slow
- (v) Theft fraud dishonesty or pilferage of any property within the godown/railhead area or any offence involving moral turpitude or crime for which he is convicted by a court on law.
- (vi) Taking or offering bribe or any illegal gratification
- (vii) Riotous or disorderly behaviors at the place of work or vicinity thereof for within the premises of the R.D. (f)
- (viii) Gross negligence in the performance of duties inefficient dilatory careless neglectful wasteful dangerous or abstractive working.
- (ix) Smoking in the godown, railhead or place of work or on except the place permitted by competent authority.
- (x) Abusing assaulting or threatening to assault the staff of the Regional Director (Food) Bombay supervisory staff co-workers or other employee connected with godown railhead operation.
- (xi) Tempering with cargo or willfully or negligently damaging cargo in the godown railheads.
- (xii) Willful overloading or under loading of cargo
- (Xiii) Causing damage to gunnies, twine, scales, etc., due to careless operation or misuse:
- (Xiv) Sleeping while on duty
- (xv) Accepting without permission of the R.D. (F), work to which one is not allocated by the booking office
- (xvi) Leaving place of work during working hours without permit of the supervisory staff or failing to attend duty after tendering booking.

## FOOD CORPORATION OF INDIA

- (xvii) Willful interference with the work of other employees of persons.
- (xviii) following any other enlisted worker or any person to do one work during the period of one's duty or unauthorized doing the work of another worker.
- (xix) Gambling while on duty in the godowns/ railheads.
- (xx) Playing any indoor or outdoor games while on duty in the godown/ Railhead premises.
- (xxi) Impersonation of an enlisted worker or willfully permitting another worker whether unlisted or not to utilize the identity card wage and attendance card or other document issued by R.D. (F) to facilitate impersonation.
- (xxii) Refusal or failure to observe safety precautions
- (xxiii) Committing nuisance at or near place of duty except in place provided for the purpose.
- (xxiv) Engaging in trade within the R.D. (F) premises while on duty.
- (xxv) Unauthorized distribution or exhibition in the work places call stand or office premises of any bills pamphlet or posters of any sort.
- (xxvi) Holding meeting at the place of work or at the premises of the R.D. (F) without permission of the authorities concerned.
- (xxvii) Stopping work or leaving the place of work without permission of the R.D. (F) or his supervisor before closing time and reporting late for work and or habitual late attendance.
- (xxviii) Habitual absence without leave or irregular attendance.
- (xxix) Collecting money at the place of work or in the shed or in the booking office for unauthorized purpose.
- (xxx) Refusing to present Identity card or other document for identification and verification purposes to supervisory staff of regional Director (Food)
- (xxxi) Breach of any rules laid down by the R.D. F Form time to time
- (xxxii) Failing to comply with lawful orders or directions of R.D., (F) or supervisory staff
- (xxxiii) Breach of any standing order or rules laid down by the R.D. F form time to time
- (xxxiv) Frequent repetition of any act or omission or less misuse or damage to anything handed over for the purpose of work for which a fine may be imposed under the payment of wages Act.
- (xxxv) Failure to carry out duties specified by the R.D.F. as the case may be from time to time
- (xxxvi) Refusal to obey lawful orders of the Tindal in performance of duties.

## FOOD CORPORATION OF INDIA

### (15) PAYMENT OF SUBSISTENCE ALLOWANCE DURING THE PERIOD OF SUSPENSION

(a) Where a disciplinary proceeding against workman is Contemplated or is pending or where criminal proceedings against him in respect of any offence are under investigation or trial and the employer is satisfied that it is necessary or desirable to place to workman under suspension he may by order in writing suspend him with effect from such date as may be specified in order assistatement setting out in detail the reason for such suspension shall be supplied to the workman within a work from the date of suspension

(b) A workman who is placed under suspension under clause (a) shall during the period of such suspension be paid subsistence allowance at the following rates, namely

(i) Where the enquiry contemplated or pending is departmental the subsistence allowance shall for the first ninety days from the date of suspension be equal to one-half of the basic wages dearness allowance and other compensatory allowance to which the workman would have been entitled if he were on leave with wages if the departmental enquiry gets prolonged and the workman continues to be under suspension for a period exceeding ninety-days the subsistence allowance shall for such period be equal to three four this of such basic wages, dearness allowance and other compensatory allowance.

Provided that where such enquiry is prolonged beyond a period of ninety-days for reasons directly attributable to the workman the subsistence allowance shall for the period exceeding ninety days be reduced to one-fourth of such basic wages, earing allowance and other compensatory allowance.

(ii) Where the enquiry is by an outside agency or as the case may be where criminal proceeding against the workman are under investigation or trial the subsistence allowance shall for the first one hundred and eighty days from the date of suspension be equal to one-half of his basic wages, dearned allowance and other compensatory allowance to which the workman would have been entitled to if he were on leave. If such enquiry or criminal proceeding gets prolonged and the workman continues to be under suspension for a period exceeding one hundred and eighty days the subsistence allowance shall for such period be equal to there- fourth of such wages.

Provided that where such enquiry or criminal proceedings is prolonged beyond a period of one hundred and eighty days for reasons attributable to the workman the subsistence allowance shall for the period exceeding one hundred and eighty days be reduced to one fourth of such wages.

(c) If on the conclusion of the inquiry or as the case may be of the criminal proceedings the workman has been found guilty of the charges framed against him and it is considered, after giving the workman concerned a reasonable opportunity making representation on the penalty proposed that an order dismissal or suspension or fine or stoppage of annual increment or reduction in rank would meet the ends of justice the employer shall pass an order accordingly:

Provided that when an order of dismissal is passed under this clause the workman shall be deemed to have been absent from duty during the period of suspension and shall not be entitled to any remuneration for such period and the subsistence allowance already paid to him shall not be recovered:

## FOOD CORPORATION OF INDIA

Provided further that where the period between the date in which the workman was suspended from the duty pending the inquiry of investigation or trial and the date on which an order of suspension was passed under this clause exceeds four days workman shall be deemed to have been suspended only for four days or for such shorter period as is specified in the said order of suspension and for the remaining period he shall be not been placed under suspension after deducting the subsistence allowance paid to him for such period.

Provided also that where an order imposing fine or stoppage of annual increment or reduction in rank is passed under this clause the workman shall be deemed to have been on duty during the period of suspension and shall be entitled to the same wages as he would have received if he had not been placed under suspension after deducting the subsistence allowance paid to him fir such period:

Provided also that in the case of workman to whom the provisions of clause (2) of article bill of the constitution apply the provisions of that article shall be complied with.

(d) If on the conclusion of the inquiry or as the case may of the criminal proceeding the workman has been found to be not guilty of any of the charges framed against him he shall be deemed to have been on duty during the period of suspension and shall be entitled to the same wages as he would have received if he had not been placed under suspension after deducting the subsistence allowance paid to him for such period.

(e) The payment of subsistence allowance under this standing order shall be subject to the workman concerned not taking up any employment during the period of suspension.

### **(16) EXHIBITION OF STANDING ORDERS:**

A copy of these orders in English and in Marathi shall be posted at the manager's office and on a notice board maintained at or near the main entrance to the establishment and shall be kept in legible condition.

Certified by me this 28th day of February, 1969.

Sd/-

**(H.H. Quraishy)**

Certifying Officer for Maharashtra Goa,  
Daman and Diu and Reginal Labour Commissioner (Central) Bombay.

# FOOD CORPORATION OF INDIA

ANNEXURE 91 (Collectively)

2054 HARYANA GOVT. (EXTRA) NO.29, 1985 XXXb 1987 EXTRA

LABOUR AND EMPLOYMENT DEPARTMENT

NOTIFICATION

The 29th November, 1985

13 (4) 84-20ab - In exercise of the powers conferred by Sub- section (1) of the contract labour (Regulation and Abolition) Act 1970 (Central Act 37 of 1970) the Governor of Haryana after consultation with the state advisory contract labour board hereby prohibits employment of contract labour in the following food storage depots including Rail heads of the Food Corporation of india (Haryana Region) from the date of publication of the notification in the official Gazettee:-

1. Ambala
2. Jagadhari
3. Kurukshetra
4. Phewa
5. Ghula Chika
6. Kaithal
7. Karnal
8. Jundia
9. Panipat
10. Indri
11. Tarrori
12. Nissing
13. Rohtak
14. Sonapat
15. Jind
16. Gohana
17. Safidon

## FOOD CORPORATION OF INDIA

18. Narwana
19. Bhiwani
20. Hisar
21. Sirsa
22. Faridabad

### **KULWANT SINGH**

Financial Commissioner & Secretary

To Government, Haryana Labour & Employment Department

True Copy

Advocate

(TO BE PUBLISHED IN THE GAZETTEE OF INDIA EXTRA ORDINARY PART II, SECTION 3, SUB-SECTION (II))

# FOOD CORPORATION OF INDIA

## GOVERNMENT OF INDIA / BHARAT SARKAR MINISTRI OF LABOUR / SHARAM MANTRALAYA

New Delhi, Dated 29<sup>th</sup> June 1989

### NOTIFICATION

In exercise of the powers confirmed by sub-section (1) of section 10 of the Contract Labour (Regulation and abolition) Act 1970, (37 of 1970), the central Government after consultation with the central board hereby prohibits the employment of contract labour in the godown and depots of the Food Corporation of India specified in the Schedule annexed and in which the process operation or work of handling of food grains including their loading and unloading from any means of transport altering and stacking is carried on.

#### The Schedule

1. Food storage Depot  
Food Corporation of India  
Dibrugarh distt. Jorhat, Assam
2. Food storage Depot  
Food corporation of India  
Bongaigaon Distt. Kokrajha, Assam
3. Food storage Depot  
Food corporation of India  
Durbri, Distt, Kokrajhar, Assam
4. Food storage Depot  
Food corporation of India  
Manipur distt. Assam
9. Food storage Depot  
Food corporation of India  
Itachali - sonchys  
District NnwGali, Assam
10. Food storage Depot  
Food corporation of India  
Tangla District Gauhati, Assam
11. Food storage Depot  
Food corporation of India, Dalsinghsarai  
Distt. Darbanga, Bihar
12. Food storage Depot  
Food corporation of India, Jainagar  
Distt. Darbanga, Bihar
13. Food storage Depot  
Food corporation of India, Samastpur  
Distt. Darbanga, Bihar

## FOOD CORPORATION OF INDIA

14. Food storage Depot  
Food corporation of India, Donthoneo  
Distt. Darbanga , Bihar
15. Food storage Depot  
Food corporation of India, Chanpatis  
Distt. Muzffarpu, Bihar
16. Food storage Depot  
Food corporation of India, Dhanbad  
Distt. ranchi , Bihar
17. Food storage Depot  
Food corporation of India, Hotin  
Distt. Ranchi , Bihar
18. Food storage Depot  
Food corporation of India,  
Distt. Bhagelpur , Bihar
19. Food storage Depot  
Food corporation of India, thegelpur  
Distt. Phegalpur , Bihar
20. Food storage Depot  
Food corporation of India, Kondorma  
Distt. Gaya , Bihar
21. Food storage Depot  
Food corporation of India, Mahek Nagar  
Distt. calcutte, West Bangal
22. Food storage Depot  
Food corporation of India, Dhinsure  
Distt. Highly, Calculation, west Bangal
23. Food storage Depot  
Food corporation of India, CrientJuto Mill,  
Calcutten Docks ( WestBangal)
24. Food storage Depot  
Food corporation of India, Durgapur  
Asansal (Gopalpur) Calcutta Docks, West Bangal
25. Food storage Depot  
Food corporation of India, suri,  
Durgapur ( West Bangal)

## FOOD CORPORATION OF INDIA

26. Food storage Depot  
Food corporation of India, Chankanel,  
Distt. Cuttack (Orissa)
27. Food storage Depot  
Food corporation of India, Jharsuguda  
Distt. Sambhalpur (Orissa)
28. Food storage Depot  
Food corporation of India, Rupas,  
Distt. Balasarn (Orissa)
29. Food storage Depot  
Food corporation of India, Kasingo  
Distt. Titilagarh (Orissa)
30. Food storage Depot  
Food corporation of India, Jaloshwar  
Distt. Balasore (Orissa)
31. Food storage Depot  
Food corporation of India, True  
Distt. Shillong (W.e.f)
32. Food storage Depot  
Food corporation of India, Dharamnagar  
Distt. Agartala (Nef)
33. Food storage Depot  
Food corporation of India, Ranchi Nagar/ Hangar  
Distt. Agartala (Nef)
34. Food storage Depot  
Food corporation of India, Dimapur  
Distt. Shilong (W.e.f)
35. Food storage Depot  
Food corporation of India, Bharanpur,  
Distt. Shilong (W.E.f)
36. Food storage Depot  
Food corporation of India, Bardwaganj  
Distt. Aligarh (U.P.)
37. Food storage Depot  
Food corporation of India, Nagpur  
Distt. Jhajjar (U.P.)

## FOOD CORPORATION OF INDIA

38. Food storage Depot  
Food corporation of India, Ghaziabad,  
Distt. Ghaziabad ( U.P.)
39. Food storage Depot  
Food corporation of India, Rampur  
Distt. Indrapur (U.P.)
40. Food storage Depot  
Food corporation of India, Gorakhpur,  
Distt. Gorakhpur ( U.P.)
41. Food storage Depot  
Food corporation of India, Azamgarh  
Distt. Azamgarh (U.P.)
42. Food storage Depot  
Food corporation of India, Basti  
Distt. Basti (U.P.)
43. Food storage Depot  
Food corporation of India, Panki  
Distt. Kanpur ( U.P.)
44. Food storage Depot  
Food corporation of India, Shaktinagar Delhi
45. Food storage Depot  
Food corporation of India, Shahadra Delhi
46. Food storage Depot  
Food corporation of India, Sahibabad,  
Distt. Ghaziabad ( U.P.)
47. Food storage Depot  
Food corporation of India, Faridabad  
Distt. Faridabad (Haryana)
48. Food storage Depot  
Food corporation of India, Narela Delhi

Sd/-

**(M. Nimbalkar)**

Director General of Employment & Training / Joint Secretary to the Government of India

## FOOD CORPORATION OF INDIA

To,  
The Manager,  
Government of India Press,  
Mayapuri, Ring Road, New Delhi.

Copy forwarded for information to:-

- All members of the central sory contract labour Boards
- The Chief Labour Commissioner (Central) New Delhi
- The Ministry of Food & Civil Supplies, Department of Food (Shree O.P. Gupta under secretary).
- All State Governments of union Territories.
- All Central Organization of Employments.
- All Central Organization of Workers.
- The information of union press information Buroau (Shri C.L. Kalshi). Shaduri Bhavan, New Delhi

Sd/-  
**(Shashi Bhushan)**  
**Under Secretary**

# FOOD CORPORATION OF INDIA

TO BE PUBLISHED IN THE GAZNTEE OF INDIA EXTRAORDANARY SECTION 3, SUB SECTION (II)

**GOVERNMENT OF INDIA/ BHARAT SARKAR**  
**MINISTRY OF LABOUR/ SHRAM MANTRALAYA**  
New Delhi dated 7th September 1990

## NOTIFICATION

In exercise of the powers conferred by sub-section (1) of section 10 of the contract labour (Regulation & Abolition) Act, 1970 (37 of 1970) the central government consultation with the central advisory contract labour hereby prohibits the employment of contract labour in the contract and depots of the food corporation of India specified in two annexed here to an in which the profess operation of work of handling of foodgrains, including their loading and unloading from any means of transport staring and stacking , is advises on.

1. Food Storage Depot  
Food corporation of India  
Sibsagar (Assam)
2. Food Storage Depot  
Food corporation of India  
Nalbani (Assam)
3. Food Storage Depot  
Food corporation of India  
Mandi (H.P.)
4. Food Storage Depot  
Food corporation of India  
Parwanoo (H.P.)
5. Food Storage Depot  
Food corporation of India  
Dhalhi (H.P.)
6. Food Storage Depot  
Food corporation of India  
Rajnandgaon (M.P.)
7. Food Storage Depot  
Food corporation of India  
Buffer Cimplexsabmadhapur (Rajasthan)
8. Food Storage Depot  
Food corporation of India  
Sibsagar (Assam)

**(Jagdish Joshi)**

Director General (Labour Welfare)  
Jt. Secretary to the Govt. of India  
(No.U-23023(1)/98-LW)

# FOOD CORPORATION OF INDIA

The Manager

Government of Indian press (with Hindi version)

## THE GAZETTE OF INDIA : EXTRAORDINARY (PART II SEC-3)

### MINISTRY OF LABOUR

#### NOTIFICATION

**New Delhi the 28th February 1990**

S.O. 1782 In exercise of the powers conferred by sub-section (1) of section 10 of the contract labour (Regulation & Abolition) Act, 1970 (37 of 1970) the central government consultation with the central advisory contract labour hereby prohibits the employment of contract labour in any process operation or work of handling of foodgrains, including their loading and unloading from any means of transport storing and stacking in the Food Storage Depot and godowns of Food Corporation of India Avidi Tamil Nadu.

[F. No. U. 23013(9)/87-LW]

**JAGDISH JOSHI,**

**Director General (Labour Welfare)**

**Jt. Secy.**

# FOOD CORPORATION OF INDIA

## MINISTRY OF LABOUR NOTIFICATION

New Delhi the 1st November 1990

S.O. 833E - In exercise of the powers conferred by sub-section (1) of section 10 of the contract labour (Regulation & Abolition) Act, 1970 (37 of 1970) the central government consultation with the central Board hereby prohibits the employment of contract labour in the godowns and depots of the food corporation of India specified in the schedule annexed here and in which the process operation of work of handling of foodgrains, including their loading and unloading from any means of transport starting and stacking , is carried on.

1. Food Storage Depot  
Food corporation of India  
Naila, Madhya Pradesh
2. Food Storage Depot  
Food corporation of India  
Raigarh, Madhya Pradesh
3. Food Storage Depot  
Food corporation of India  
Kharasta, Madhya Pradesh
4. Food Storage Depot  
Food corporation of India  
Shehad, Madhya Pradesh
5. Food Storage Depot  
Food corporation of India  
Bishrampur, Madhya Pradesh
6. Food Storage Depot  
Food corporation of India  
Kanti, Madhya Pradesh

## FOOD CORPORATION OF INDIA

7. Food Storage Depot  
Food corporation of India  
Dhamtari, Madhya Pradesh
8. Food Storage Depot  
Food corporation of India  
Jagddpur, Madhya Pradesh
9. Food Storage Depot  
Food corporation of India  
Neora, Madhya Pradesh
10. Food Storage Depot  
Food corporation of India  
Gwalior, Madhya Pradesh
11. Food Storage Depot  
Food corporation of India  
Bina, Madhya Pradesh
12. Food Storage Depot  
Food corporation of India  
Gadarwara, Madhya Pradesh
13. Food Storage Depot  
Food corporation of India  
Pune, Maharashtra
14. Food Storage Depot  
Food corporation of India  
Solapur, Maharashtra

## FOOD CORPORATION OF INDIA

15. Food Storage Depot  
Food corporation of India  
Gondia, Maharashtra
16. Food Storage Depot  
Food corporation of India  
Banswara, Rajasthan
17. Food Storage Depot  
Food corporation of India  
Jodhpur, Rajasthan
18. Food Storage Depot  
Food corporation of India  
Ajmer, Rajasthan
19. Food Storage Depot  
Food corporation of India  
Bhilwara, Rajasthan
20. Food Storage Depot  
Food corporation of India  
Jalpaigun, Rajasthan
21. Food Storage Depot  
Food corporation of India  
Kunwal, Andhra Pradesh
22. Food Storage Depot  
Food corporation of India  
Ongole, Andhra Pradesh

## FOOD CORPORATION OF INDIA

23. Food Storage Depot  
Food corporation of India  
Palampur, Gujrat
24. Food Storage Depot  
Food corporation of India  
Baroh, Gujrat
25. Food Storage Depot  
Food corporation of India  
Palana, Gujrat
26. Food Storage Depot  
Food corporation of India  
CWC Vadod, Gujrat
27. Food Storage Depot  
Food corporation of India  
Cochin, Kerela
28. Food Storage Depot  
Food corporation of India  
FSD, Angamaly, Kerela
29. Food Storage Depot  
Food corporation of India  
Alleppey (MD), Kerela
30. Food Storage Depot  
Food corporation of India  
Mulakumathukavu, Kerela

## FOOD CORPORATION OF INDIA

31. Food Storage Depot  
Food corporation of India  
Muzhappilgad, Kerela
32. Food Storage Depot  
Food corporation of India  
Nileshwar, Kerela
33. Food Storage Depot  
Food corporation of India  
Valiathura, Kerela
34. Food Storage Depot  
Food corporation of India  
Kazhakuttam, Kerela
35. Food Storage Depot  
Food corporation of India  
Chalai, Kerela
36. Food Storage Depot  
Food corporation of India  
Olavaku, Kerela
37. Food Storage Depot  
Food corporation of India  
Aligadipuram, Kerela
38. Food Storage Depot  
Food corporation of India  
R.P.G. , Karnataka
39. Food Storage Depot  
Food corporation of India  
White field, Karnataka

## FOOD CORPORATION OF INDIA

40. Food Storage Depot  
Food corporation of India  
Hubli , Karnataka
41. Food Storage Depot  
Food corporation of India  
MMG Complex, Tuticorin, Tamil Nadu
42. Food Storage Depot  
Food corporation of India  
Peejamedu, Tamil Nadu
43. Food Storage Depot  
Food corporation of India  
Tanjavur, Tamil Nadu
44. Food Storage Depot  
Food corporation of India  
Mindugadi, Tamil Nadu
45. Food Storage Depot  
Food corporation of India  
Trichi, Tamil Nadu
46. Food Storage Depot  
Food corporation of India  
Betul (c) , Madhya Pradesh
47. Food Storage Depot  
Food corporation of India  
Sagar , Madhya Pradesh
48. Food Storage Depot  
Food corporation of India  
Vidies , Madhya Pradesh

## FOOD CORPORATION OF INDIA

49. Food Storage Depot  
Food corporation of India  
AJM (Nagpur (A), Maharashtra)
50. Food Storage Depot  
Food corporation of India  
Akola (A), Maharashtra
51. Food Storage Depot  
Food corporation of India  
Amrawati (B), Maharashtra
52. Food Storage Depot  
Food corporation of India  
Barbil, Orissa
53. Food Storage Depot  
Food corporation of India  
Mirzapur, Uttar Pradesh
54. Food Storage Depot  
Food corporation of India  
Mathunapur, West Bengal
55. Food Storage Depot  
Food corporation of India  
Modheporo FSD (B), Bihar
56. Food Storage Depot  
Food corporation of India  
Raghupur (C) Bihar
57. Food Storage Depot  
Food corporation of India  
Bareilly, Uttar Pradesh

# FOOD CORPORATION OF INDIA

No. U-23013(F)88-LW

M.L. Koul Director General

(Labour Welfare) Jt Secy

MINISTRY OF LABOUR

## NOTIFICATION

New Delhi the 31st December 1990

S.O. 966E - In exercise of the powers conferred by sub-section (1) of section 10 of the contract labour (Regulation & Abolition) Act, 1970 (37 of 1970) the central government consultation with the central Board hereby prohibits the employment of contract labour in the godowns and depots of the food corporation of india specified in the schedule annexed here and in which the process operation of work of handling of foodgrains, including their loading and unloading from any means of transport starting and stacking , is carried on.

1. Food Storage Depot  
Food corporation of India  
Bargarh-A (Orissa)
2. Food Storage Depot  
Food corporation of India  
Lakhimpur-B (U.P.)
3. Food Storage Depot  
Food corporation of India  
Sitapur-C (U.P.)
4. Food Storage Depot  
Food corporation of India  
Hardoi-C (U.P.)

## FOOD CORPORATION OF INDIA

5. Food Storage Depot  
Food corporation of India  
Nakodar (Punjab)
6. Food Storage Depot  
Food corporation of India  
R. Phul (Punjab)
7. Food Storage Depot  
Food corporation of India  
Hanumangarh ( Rajasthan)
8. Food Storage Depot  
Food corporation of India  
Sribijayanagar ( Rajasthan)
9. Food Storage Depot  
Food corporation of India  
Cherlapalli ( Andhra Pradesh)
10. Food Storage Depot  
Food corporation of India  
Pilibhit( U.P.)
11. Food Storage Depot  
Food corporation of India  
Avaneswaram ( Kerela)
12. Food Storage Depot  
Food corporation of India  
Karunagrapally ( Kerela)

## FOOD CORPORATION OF INDIA

13. Food Storage Depot  
Food corporation of India  
Quilon ( Kerela)
14. Food Storage Depot  
Food corporation of India  
Arkonam ( Tamil Nadu)
15. Food Storage Depot  
Food corporation of India  
Sevor ( Tamil Nadu)
16. Food Storage Depot  
Food corporation of India  
Godhra ( Gujarat)

# FOOD CORPORATION OF INDIA

[No. U-23013(1)88-LW.Vo..II]

M.L. Koul Director General

MINISTRY OF LABOUR

## NOTIFICATION

New Delhi the 26th March 1991

S.O. 216E - In exercise of the powers conferred by sub-section (1) of section 10 of the contract labour (Regulation & Abolition) Act, 1970 (37 of 1970) the central government consultation with the central Board hereby prohibits the employment of contract labour in the godowns and depots of the food corporation of india specified in the schedule annexed here and in which the process operation of work of handling of foodgrains, including their loading and unloading from any means of transport starting and stacking , is carried on.

### SCHEDULE

1. Food storage Depot, Food Corporation of India Ahmednagar, Maharashtra
2. Food Storage Depot, Food Corporation of India Shrirampur, Maharashtra
3. Food Storage Depot, Food Corporation of India Jalagaon, Maharashtra

[No. S-160147/96/90-LW]

M.L. Koul Director General (Labour Welfare) / Jt. Secy

# FOOD CORPORATION OF INDIA

TO BE PUBLISHED IN THE GAZNTEE OF INDIA EXTRAORDANARY SECTION 3,  
SUB SECTION (II)

**GOVRNMENT OF INDIA/ BHARAT SARKAR**  
**MINISTRY OF LABOUR/ SHRAM MANTRALAYA**

New delhi dated 27/3/1991

## NOTIFICATION

S.O. 227E - In exercise of the powers conferred by sub-section (1) of section 10 of the contract labour (Regulation & Abolition) Act, 1970 (37 of 1970) the central government consultation with the central Board hereby prohibits the employment of contract labour in the godowns and depots of the food corporation of india specified in the schedule annexed here and in which the process operation of work of handling of foodgrains, including their loading and unloading from any means of transport staring and stacking , is carried on.

1. Food Storage Depot  
Food corporation of India  
Kuttipuram  
Tamil Nadu
2. Food Storage Depot  
Food corporation of India  
Thiddodi  
Tamil Nadu
3. Food Storage Depot  
Food corporation of India  
Kottayam  
Kerela
4. Food Storage Depot  
Food corporation of India  
Keonjhar  
Orissa

## FOOD CORPORATION OF INDIA

5. Food Storage Depot  
Food corporation of India  
Shillong  
Meghalaya
6. Food Storage Depot  
Food corporation of India  
Sangaipron, (Imphel)  
Manipur
7. Food Storage Depot  
Food corporation of India  
Chakia  
Bihar
8. Food Storage Depot  
Food corporation of India  
Chapra  
Bihar
9. Food Storage Depot  
Food corporation of India  
Rishikesh  
Uttar Pradesh
10. Food Storage Depot  
Food corporation of India  
Mhaboob Nagar, CWC,  
Andhra Pradesh
11. Food Storage Depot  
Food corporation of India  
Rayanapadu, CWC  
Andhra Pradesh

## FOOD CORPORATION OF INDIA

12. Food Storage Depot  
Food corporation of India  
Machilipatnam, CWC  
Andhra Pradesh
13. Food Storage Depot  
Food corporation of India  
Karminagar, CWC  
Andhra Pradesh
14. Food Storage Depot  
Food corporation of India  
Jagtial, SWC  
Andhra Pradesh
15. Food Storage Depot  
Food corporation of India  
Nandyal, CWC  
Andhra Pradesh
16. Food Storage Depot  
Food corporation of India  
Bodhan, CWC  
Andhra Pradesh
17. Food Storage Depot  
Food corporation of India  
Sarangapur, CWC  
Andhra Pradesh
18. Food Storage Depot  
Food corporation of India  
Churiabari, (NEF Region)
19. Food Storage Depot  
Food corporation of India

## FOOD CORPORATION OF INDIA

A, Nagar,  
(NEF Region)

20. Food Storage Depot  
Food corporation of India  
Indore  
Madhya Pradesh
21. Food Storage Depot  
Food corporation of India  
Satna  
Madhya Pradesh
22. Food Storage Depot  
Food corporation of India  
Raipur  
Madhya Pradesh
23. Food Storage Depot  
Food corporation of India  
Baraviwal  
Panjab
24. Food Storage Depot  
Food corporation of India  
Bhagwanwala  
Punjab
25. Food Storage Depot  
Food corporation of India  
SangranaSahit  
Punjab
26. Food Storage Depot  
Food corporation of India  
Banga  
Punjab

## FOOD CORPORATION OF INDIA

(M.L. KOUL)

**Director General (Labour Welfare)**  
**Joint Secretary to the Govt. of India**  
**F.No. U-23013/1/88-LW-Vo.. II**

**The Manager,**  
**Government of India Press,**  
**Maya Puri, Ring Road,**  
**New Delhi**

Copy forwarded for information to :

1. All members of the central advisory contract labour board.
2. The Chief Labour Commissioner (Central) (L.III Section) New Delhi
3. Shre G.C. Asnani, Deputy CLC (C) New Delhi
4. The ministry of Food and Civil Supplies Deptt. Of Food, (Shree S.N. Gupta, under Secretary), New Delhi
5. Ms. Shashi Misra, Executive Director (Personnel), F.C. I 16-20, Barakhamba Road, New Delhi - 110001
6. All State Government and Union Territories dealing with Labour Department.
7. All Central Organizations of Employees.
8. All Central Organizations of Workers.
9. The General Secretary, Food Corporation of India Workers Union, Camp Office 7901, Ram Nagar, NaiBasti, Paharganj, New Delhi
10. The Information officer, press Information, Bureau, (Shri C.L. Kalshi), Shastri Bhawan, New Delhi

# FOOD CORPORATION OF INDIA

(S.C. Sharma)

Under Secretary to the Government of India  
And secretary to the central Advisory contract labour board  
(No. U-23013/1/BB-LW. Vol. II)

## MINISTRY OF LABOUR AND EMPLOYMENT

### NOTIFICATION

New Delhi the 3RD July 2007

S.O. 1085E - In exercise of the powers conferred by sub-section (1) of section 10 of the Contract Labour (Regulation & Abolition) Act, 1970 (37 of 1970) the Central Government consultation with the central Advisory contract labour Board and having regard to the conditions of work and benefits provided for the contract labour and other relevant factors enumerated in sub-section (2) of the said Section, hereby prohibits the employment of contract labour in the godowns and depots of the Food Corporation of India specified in the Schedule annexed here to and in works of loading, unloading, stacking, destacking, restacking, standardization, weightment, sweeping and cleaning

#### SCHEDULE

1. Food Storage Depot  
Food corporation of India  
Kaktur, Nellore  
Andhra Pradesh
  
2. Food Storage Depot  
Food corporation of India  
Ratnagiri  
Maharashtra

## FOOD CORPORATION OF INDIA

[F.No. U-23013/22/2003-L.W)

Anil Swaroup, Jt. Secy

MINISTRY OF LABOUR AND EMPLOYMENT

### NOTIFICATION

New Delhi the 23RD April 2010

S.O. 946E - In exercise of the powers conferred by section (3) of the contract labour (Regulation & Abolition) Act, 1970 (37 of 1970) read with rule 3 of the Contract Labour Board and having regret to the conditions of work and benefits provided for the contract labour (Regulation & Abolition) Central Rules 1971, the Central Government hereby appoints Shri B. Dhall as member to the central Advisory Contract Labour Board and for that purpose, makes the following further amendments in the notification of the Government of India in the Ministry of Labour and Employment number S.O. 2590(E), dated the 12th October, 2009 namely:-

In the said notification for serial number (9) and the entries relating there to the following serial number and entries shall be substituted namely:---

**(9) Shree B. Dhall**

(Member)

## FOOD CORPORATION OF INDIA

Executive Director (Personnel and Administration)  
Steel Authority of India Limited  
Ispat Bhavan, Lodhi Road,  
New Delhi - 110003

[No. S-16014/02/10--L.W)

Anil Swarup, Director General  
(Labour Welfare) Jt. Secy

### NOTIFICATION New Delhi the 23rd April 2010

S.O. 947E - In exercise of the powers conferred by sub-section (1) of section 10 of the Contract Labour (Regulation & Abolition) Act, 1970 (37 of 1970) the Central Government after consultation with the Central Advisory Contract Labour Board and having regard to the conditions of work and benefits provided for the contract labour and other relevant factors enumerated in sub-section (2) to the said section, hereby prohibits the employment of Contract Labour in the works of loading unloading stacking destacking, restacking, standardization, weighment, sweeping and cleaning in the godowns and depots of the Food Corporation of India as specified in the Schedule given below:

#### SCHEDULE

1. Food Corporation of India, Food Storage Depot,  
Shahjanhanpur Roza, Uttar Pradesh
2. Food Corporation of India, Food Storage Depot,  
Orai, Uttar Pradesh
3. Food Corporation of India, Food Storage Depot,  
Gonda, Uttar Pradesh
4. Food Corporation of India, Food Storage Depot,  
Etawah, Uttar Pradesh
5. Food Corporation of India, Food Storage Depot,  
Banda, Uttar Pradesh
6. Food Corporation of India, Food Storage Depot,  
Mahoba, Uttar Pradesh

## FOOD CORPORATION OF INDIA

7. Food Corporation of India, Food Storage Depot,  
Sultanpur, Uttar Pradesh
8. Food Corporation of India, Food Storage Depot,  
Deoria, Uttar Pradesh
9. Food Corporation of India, Food Storage Depot,  
Jhansi, Uttar Pradesh
10. Food Corporation of India, Food Storage Depot,  
Farukhabad, Uttar Pradesh
11. Food Corporation of India, Food Storage Depot,  
Pratapgarh, Uttar Pradesh
12. Food Corporation of India, Food Storage Depot,  
Nagrota, Himanchal Pradesh
13. Food Corporation of India, Food Storage Depot,  
Kullu, Himanchal Pradesh
14. Food Corporation of India, Food Storage Depot,  
Hamirpur, Himanchal Pradesh
15. Food Corporation of India, Food Storage Depot,  
Una, Himanchal Pradesh
16. Food Corporation of India, Food Storage Depot,  
Roorki, Uttrakhand
17. Food Corporation of India, Food Storage Depot,  
Salem, Tamil Nadu
18. Food Corporation of India, Food Storage Depot,  
Coimbatore, Tamil Nadu
19. Food Corporation of India, Food Storage Depot,  
Chidambaram, Tamil Nadu
20. Food Corporation of India, Food Storage Depot,  
SanbannerKoil, Tamil Nadu
21. Food Corporation of India, Food Storage Depot,  
T.V. Koil, Tamil Nadu

## FOOD CORPORATION OF INDIA

22. Food Corporation of India, Food Storage Depot,  
Punducherry
23. Food Corporation of India, Food Storage Depot,  
karikal, Tamil Nadu
24. Food Corporation of India, Food Storage Depot,  
Shimoga, Karnataka
25. Food Corporation of India, Food Storage Depot,  
Bhadravathy, Karnataka
26. Food Corporation of India, Food Storage Depot,  
Maddur, Karnataka
27. Food Corporation of India, Food Storage Depot,  
Krisna Canal, Andhra Pradesh
28. Food Corporation of India, Food Storage Depot,  
Peddapalli, Andhra Pradesh
29. Food Corporation of India, Food Storage Depot,  
Palkot, Andhra Pradesh
30. Food Corporation of India, Food Storage Depot,  
Kharar, Panjab
31. Food Corporation of India, Food Storage Depot,  
Phagwara Punjab
32. Food Corporation of India, Food Storage Depot,  
Bariasala, Punjab
33. Food Corporation of India, Food Storage Depot,  
Khamana, Punjab
34. Food Corporation of India, Food Storage Depot,  
Sirhind, Punjab
35. Food Corporation of India, Food Storage Depot,  
Tapa, Punjab
36. Food Corporation of India, Food Storage Depot,  
Bhawanigarh, Punjab

## FOOD CORPORATION OF INDIA

37. Food Corporation of India, Food Storage Depot,  
Dirba, Punjab
38. Food Corporation of India, Food Storage Depot,  
Moonak, Punjab
39. Food Corporation of India, Food Storage Depot,  
Khansuri, Punjab
40. Food Corporation of India, Food Storage Depot,  
Dhanula, Punjab
41. Food Corporation of India, Food Storage Depot,  
Sahnewal, Punjab
42. Food Corporation of India, Food Storage Depot,  
Machhiwara, Punjab
43. Food Corporation of India, Food Storage Depot,  
Rajkot, Punjab
44. Food Corporation of India, Food Storage Depot,  
Maloud, Punjab
45. Food Corporation of India, Food Storage Depot,  
Hathur, Punjab
46. Food Corporation of India, Food Storage Depot,  
BassiPathana, Punjab
47. Food Corporation of India, Food Storage Depot,  
Chinartai, Punjab
48. Food Corporation of India, Food Storage Depot,  
Morinda, Punjab
49. Food Corporation of India, Food Storage Depot,  
Kuruli, Punjab
50. Food Corporation of India, Food Storage Depot,  
Chamkaur Sahib, Punjab
51. Food Corporation of India, Food Storage Depot,  
Bhogpur, Punjab

## FOOD CORPORATION OF INDIA

52. Food Corporation of India, Food Storage Depot,  
Apra, Punjab
53. Food Corporation of India, Food Storage Depot,  
Maur Mandi, Punjab
54. Food Corporation of India, Food Storage Depot,  
Bathinda, Punjab
55. Food Corporation of India, Food Storage Depot,  
Ramamandi, Punjab
56. Food Corporation of India, Food Storage Depot,  
Sanghol, Punjab
57. Food Corporation of India, Food Storage Depot,  
Mahall Kalan, Punjab
58. Food Corporation of India, Food Storage Depot,  
Bhikhi, Punjab
59. Food Corporation of India, Food Storage Depot,  
Hoshiarpur, Punjab
60. Food Corporation of India, Food Storage Depot,  
Garashankar, Punjab

## FOOD CORPORATION OF INDIA

[F.No. U-23013/22/2003-LW]

Anil Swarup, JtSecy

### Copy for information to:-

1. All Members of the Central Advisory Contract Labour Board
2. The D.Y. CLC Chandigarh/ Chennai/ Bangalore
3. The Regional Labour Commissioner (Central) Kanpur/ Chandigarh/ Chennai/ Bangalore/ Dehradun/ Hyderabad
4. The General Secretary, Transport & Dock Workers Union, P.D. Mello Road, CarnarBunder, Mumbai - 400038.
5. The General Secretary, Nellore District Food Corporation of India Godown Workers Labour Contract Co-operative Society Ltd, Nellore, Andhra Pradesh
6. The General Manager (IR) Food Corporation of India 16-20, Barakhamba Lane New Delhi - 110001
7. The General Secretary, FCI Workers Union, 58/1 Diamond Harbour Road, Kolkata - 700023
8. The General Secretary FCI (Handling) Workers Union, 8663, ArakashanRaod, PaharGanj, New Delhi - 110055
9. The General Secretary, FCI ( Handling) Workers Union Baljit House Plot No. 1 TaniwaliBasti, Motia Khan, New Delhi -110055
10. The General Secretary, FCI Workers Palledar Union Amloh Road, Khanna, Ludhiana - 141401
11. Shri Tarani Kumar Paswan, BharatiyaKhad Nigam Shramit, Sangathana, 47, Block - 4, Shiv Katra, Krishna Nagar, Near Kesa House G.T. Road, Kanpur.
12. Shri Sandeep Tiwari Advocate supreme court of India A-17, Parwana Apart MayurVihar Phase-I, Delhi - 110091
13. The Ministry of Consumer Affaires, Food and P.D. Department of Food, (FC-III Section), KrishiBhavan New Delhi - 110001
14. The Chief Labour Commissioner (Central) (LS III Section) New Delhi
15. All State Government/ U.T (Labour Department)
16. All Central Organization of Employers/ Workers.

# FOOD CORPORATION OF INDIA

(D.C. Bilwan)  
Under Secretary

**MINISTRY OF LABOUR AND EMPLOYMENT**  
**NOTIFICATION**  
**New Delhi the 7th February 2011**

S.O. 278E - In exercise of the powers conferred by sub-section (1) of section 10 of the Contract Labour (Regulation & Abolition) Act, 1970 (37 of 1970) the Central Government after consultation with the Central Advisory Contract Labour Board and having regard to the conditions of work and benefits provided for the contract labour and other relevant factors enumerated in sub-section (2) to the said section, hereby prohibits the employment of Contract Labour in the works of loading, unloading, stacking, destacking, restacking, standardization, weighment, sweeping and cleaning in the godowns and depots of the Food Corporation of India as specified in the Schedule given below:

## **SCHEDULE**

1. Food Corporation of India,  
Food Storage Depot, Dhand Haryana
2. Food Corporation of India,  
Food Storage Depot, Palwal Haryana
3. Food Corporation of India,  
Food Storage Depot, Kalanwali Haryana
4. Food Corporation of India,  
Food Storage Depot, Dabowali Haryana
5. Food Corporation of India,  
Food Storage Depot, Bhurrukalan Haryana
6. Food Corporation of India,  
Food Storage Depot, Sahabad Haryana

## FOOD CORPORATION OF INDIA

7. Food Corporation of India,  
Food Storage Depot, Ellanabad Haryana
8. Food Corporation of India,  
Food Storage Depot, Ratia Haryana
9. Food Corporation of India,  
Food Storage Depot, Tohana Haryana
10. Food Corporation of India,  
Food Storage Depot, Jakhhal Haryana
11. Food Corporation of India,  
Food Storage Depot, Hansi Haryana
12. Food Corporation of India,  
Food Storage Depot, Fatehabad Haryana
13. Food Corporation of India,  
Food Storage Depot, Naraingarh Haryana
14. Food Corporation of India,  
Food Storage Depot, Adampur Rly Siding Haryana
15. Food Corporation of India,  
Food Storage Depot, Bandiqui, Rajasthan
16. Food Corporation of India,  
Food Storage Depot, Bharatpur, Rajasthan
17. Food Corporation of India,  
Food Storage Depot, Dholpur, Rajasthan
18. Food Corporation of India,  
Food Storage Depot, Sikar, Rajasthan

## FOOD CORPORATION OF INDIA

19. Food Corporation of India,  
Food Storage Depot, Newal, Rajasthan
20. Food Corporation of India,  
Food Storage Depot, Churu, Rajasthan
21. Food Corporation of India,  
Food Storage Depot, Pali, Rajasthan
22. Food Corporation of India,  
Food Storage Depot, Nagpur, Rajasthan
23. Food Corporation of India,  
Food Storage Depot, Sirohi Road, Rajasthan
24. Food Corporation of India,  
Food Storage Depot, Kota, Rajasthan
25. Food Corporation of India,  
Food Storage Depot, Jhunjhnu, Rajasthan
26. Food Corporation of India,  
Food Storage Depot, Alwar, Rajasthan
27. Food Corporation of India,  
Food Storage Depot, Bundi, Rajasthan
28. Food Corporation of India,  
Food Storage Depot, Sawai Madhopur, Rajasthan
29. Food Corporation of India,  
Food Storage Depot, Sujangarh, Rajasthan

**(D.C. Bilwan)**  
**Under Secretary**

# FOOD CORPORATION OF INDIA

Annexure-92

## MINISTRY OF LABOUR AND EMPLOYMENT NOTIFICATION New Delhi the 6th July 2016

S.O. 2327E - In exercise of the powers conferred by section 31 of the Contract Labour (Regulation & Abolition) Act, 1970 (37 of 1970) the Central Government hereby exempts the godowns, depots and railheads of Food Corporation of India from the applicability of notifications of the Government of India in the Ministry of Labour and Employment number S.O. 497(E) dated the 29th June 1989; S.O. 178(E) dated the 28th February, 1990; S.O. 691(E) dated the 7th September 1990; S.O. 833(E) dated 1st November 1990; S.O. 883(E) dated the 22nd November 1990; S.O. 966(E) dated the 31st December 1990; S.O. 216(E) dated the 26th March 1991; S.O. 277(E) dated the 27th March 1991; S.O. 1121(E) dated the 12th November 2001; S.O. 1085(E) dated the 3rd July 2007; S.O. 947(E) dated the 23rd April 2010; S.O. 278(E) dated the 7th February 2011 and notification of the State Government of Haryana number 13(4) 84-Lab dated the 29th November 1985 in respect of employment of Contract Labour in different jobs for a period of two years with effect from the date of publication of this notification in the official Gazette, and subject to compliance of the conditions specified under Sub-clause (a) of clause (v) of sub-rule (2) of rule 25 of the Contract Labour (Regulation and Abolition) Central Rules, 1971 :

Provided that nothing contained in this notification shall apply to the depots, godowns and railheads of the Food Corporation of India specified in the Table herein below namely:-

Sl. No.	Description of depots, godowns and railheads
1	Food Corporation of India ARDC Godown, Jagadhari, Haryana
2	Food Storage Depot, Food Corporation of India Indri Haryana
3	Food Storage Depot, Food Corporation of India Jind Haryana
4	Food Storage Depot, Food Corporation of India Jundla Haryana
5	Food Storage Depot, Food Corporation of India Nissing Haryana
6	Food Storage Depot, Food Corporation of India Shahdra Delhi
7	Food Storage Depot, Food Corporation of India Sahibabad District Ghaziabad, Uttar Pradesh

## FOOD CORPORATION OF INDIA

Sl. No.	Description of depots, godowns and railheads
8	Food Storage Depot, Food Corporation of India, Hatia, Distric Ranchi Jharkhand
9	Food Storage Depot, Food Corporation of India, Ghaziabad, Ghaziabad, Uttar Pradesh
10	Food Storage Depot, Food Corporation of India, Panki, District Kanpur Uttar Pradesh
11	Food Storage Depot, Food Corporation of India, Kharda, District Calcutta, West Bangal
12	Food Storage Depot, Food Corporation of India, Anansol, Gopalpur, Culcutta Docks, West Bengal
13	Food Storage Depot, Food Corporation of India, Durgapur, West Bengal
14	Food Storage Depot, Food Corporation of India, Suri District Durgapur West Bengal
15	Food Storage Depot, Food Corporation of India, Dalsingsarai, District Darbhanga, Bihar
16	Food Storage Depot, Food Corporation of India, Silchar, Assam
17	Food Storage Depot, Food Corporation of India, Karimganj, District Silchar, Assam
18	Food Storage Depot, Food Corporation of India Bongaigaon, District Kokrajhar, Assam
19	Food Storage Depot, Food Corporation of India, Nalbani, Assam
20	Food Storage Depot, Food Corporation of India, Mnnududi Tamil Nadu
21	Food Storage Depot, Food Corporation of India, Trichi Tamil Nadu
22	Food Storage Depot, Food Corporation of India, Sagar, Madhya Pradesh
23	Food Storage Depot, Food Corporation of India, Chalai, Kerela
24	Food Storage Depot, Food Corporation of India, Shahad, Madhya Pradesh
25	Food Storage Depot, Food Corporation of India, Bina, Madhya Pradesh
26	Food Storage Depot, Food Corporation of India, Gadawara, Madhya Pradesh
27	Food Storage Depot, Food Corporation of India, Kurnool, Andhra Pradesh
28	Food Storage Depot, Food Corporation of India, Palana, Gujrat
29	Food Storage Depot, Food Corporation of India, Mathurapur, West Bengal
30	Food Storage Depot, Food Corporation of India, Quilon, Kerala
31	Food Storage Depot, Food Corporation of India, Jalagaon, Maharashtra
32	Food Storage Depot, Food Corporation of India, Mahboobnagar, Central Warehousing Corporation, Andhra Pradesh

## FOOD CORPORATION OF INDIA

Sl. No.	Description of depots, godowns and railheads
33	Food Storage Depot, Food Corporation of India, Raynapadu, Central Warehousing Corporation, Andhra Pradesh
34	Food Storage Depot, Food Corporation of India, Machlipatnam, Central Warehousing Corporation, Andhra Pradesh
35	Food Storage Depot, Food Corporation of India, Karim Nagar, Central Warehousing Corporation, Andhra Pradesh
36	Food Storage Depot, Food Corporation of India, Jagtial, SWC Andhra Pradesh
37	Food Storage Depot, Food Corporation of India, Nandyal, Central Warehousing Corporaion, Andhra Pradesh
38	Food Storage Depot, Food Corporation of India, Bodhan, Central Warehousing Corporaion, Andhra Pradesh
39	Food Storage Depot, Food Corporation of India, Sarangapur, Central Warehousing Corporaion, Andhra Pradesh
40	Food Storage Depot, Food Corporation of India, Sangranasahib, Punjab
41	Food Storage Depot, Food Corporation of India, Roorki, Uttarakhand
42	Food Storage Depot, Food Corporation of India, Moonak, Punjab
43	Food Storage Depot, Food Corporation of India, Rama, Mandi Punjab
44	Food Storage Depot, Food Corporation of India, Maur, Mandi Punjab
45	Food Storage Depot, Food Corporation of India, Dhanula, Punjab
46	Food Storage Depot, Food Corporation of India, Bariwala, Punjab
47	Food Storage Depot, Food Corporation of India, Bassi, Pathana, Punjab
48	Food Storage Depot, Food Corporation of India, Dirba, Punjab
49	Food Storage Depot, Food Corporation of India, Sultanpur, Uttar Pradesh
50	Food Storage Depot, Food Corporation of India, Deoria, Uttar Pradesh
51	Food Storage Depot, Food Corporation of India, Farrukhabad, Uttar Pradesh
52	Food Storage Depot, Food Corporation of India, Pratapgarh, Uttar Pradesh
53	Food Storage Depot, Food Corporation of India, Nagrota, Himanchal Pradesh
54	Food Storage Depot, Food Corporation of India, Sanbannar, Koil, Tamilnadu
55	Food Storage Depot, Food Corporation of India, Shimoga, Karnataka

## FOOD CORPORATION OF INDIA

Sl. No.	Description of depots, godowns and railheads
56	Food Storage Depot, Food Corporation of India, Shahabad, Kalan, Haryana
57	Food Storage Depot, Food Corporation of India, Ratia, Haryana
58	Food Storage Depot, Food Corporation of India, Jakhhal, Haryana
59	Food Storage Depot, Food Corporation of India, Hansi, Haryana
60	Food Storage Depot, Food Corporation of India, Naraingarh Haryana
61	Food Corporation of India, Adampur Railway Siding , Haryana
62	Main Depot, Gnanapuram, Vishakhapatnam, Andhra Pradesh
63	Food Storage Depot, Food Corporation of India, Bhikhi, Punjab

[F. No. S-16012/05/2011-L.W]

**BipinMallick, Jt Secy.**

## FOOD CORPORATION OF INDIA

Annexure-93

No. IR(L)/31/(10)/2004/Vol-X

Dated : 12-07-2016

To

**General Manager (Region)**

**Food Corporation of India,**

Regional Office

New Delhi/Chandigarh/Panchkula/Shimla/Jaipur/Lucknow/Dehradun

/Mumbai/Bhopal/Ahmedabad/Raipur/Patna/Bhubaneswar/Shillong/Guwahati/Dimapur/Chennai

/Thiruvanthapuram/Bangalore/Hyderabad/Ranchi/Kolkata/Itanagar

**Sub : Guidelines for implementation of exemption notification dated 06-07-2016 under section 31 of Contract Labour (R&A) Act 1970 issued by Ministry of Labour and Employment, Government of India.**

Sir,

Government of India issued modification dated 06-07-2016 in pursuance to the directions given by Nagpur Bench of High Court of Bombay, Nagpur Bench dated 20-11-2015 in PIL. No. 84 of 2014. By the said notification. Government had exempted Depots and Railheads of FCI from applicability of all the earlier notifications specified in the notification dated 06-07-2016 (Copy enclosed as Annexure-I) for a period of 2 years subject to compliance of the conditions specified under sub-clause (a) of clause (v) of sub-rule (2) of rule 25 of the Contract Labour (Regulation and Abolition) Central Rule, 1971.

2. In all 289 depots / railheads were notified vide 13 notifications as per details given in Annexure-II. The proposal for exemption / denotification of 226 notified depot / railhead was submitted to Ministry of labour and Employment through Ministry of CA,F& PD as these depots were operative (existing) on the date of submission of proposal. Now the operational notified depots have been further reduced to 209, consequent upon de-hiring of 17 notified depots as per details given hereunder.

## FOOD CORPORATION OF INDIA

Labour Strength as on 31-03-2016.

No. of Depots (Operative Under Departmentalized Labour)										
Labour System	Notified			Non-Notified			Total of Depots			No. of Workers
	Owned	Hired	Total	Owned	Hired	Total	Owned	Hired	Total	
Departmental	89	6	95	47	3	50	136	9	145	15203
DPS	32	6	38	153	15	168	185	21	206	25283
NWNP	70	6	76	10	8	18	80	14	94	7426
<b>Total</b>	<b>191</b>	<b>18</b>	<b>209</b>	<b>210</b>	<b>26</b>	<b>236</b>	<b>401</b>	<b>44</b>	<b>445</b>	<b>47912</b>

3. All the 226 Notified Depots/ Railhead are covered by the Notification dated 06-07-2016 and FCI is, therefore, now free to reorganize and rationalize the deployment of existing Departmental/DPS/NWNP System workers for their gainful utilization by pooling them into a fewer depots as per operational requirements so that optimum number of workers are deployed for carrying out FCI operations in the most efficient manner.

4. Following steps may be taken to rationalize the existing manpower

(i) The pooling of the departmentalized labourers in fewer depots may be done by making inter-depot, inter-district, inter-region and inter Zone (in exceptional Cases) transfers from on depot to the other depots operative under the same labour system. The authorities competent to permit such transfers are indicated as under

Area of Transfer	Competent Authority to make transfer
Inter-depot transfer within district	Area Manager
Inter-District transfer	GM (Region)
Inter-Region	ED(Zone)
Inter-Zone	FCI, Hqrs

## FOOD CORPORATION OF INDIA

(ii) The requirement of labour in the heavily operated depots may be calculated on current average work load of preceding three financial years by the formula given below :

No. of Handling Labour required = Average Annual work load of three preceding Financial year / 135 \* 240

No. of Ancillary Labour Required = 4 Ancillary Labour against the storage capacity of 5000 M.T

After calculating the requirement of the heavily operated depots by applying the above formula labourers from the depot having scanty handling operation may be shifted to nearby depots so that there is least disturbance to the workers. In case of the departmental labour pooling should be made taking into consideration zero incentive on datum i.e. the labour is sufficient enough to manage the work within the norms and there are minimum occasions for payment of incentive on number of bags handled in a day.

(iii) The depots are to be prioritized in descending order on the basis of requirement for distributing the workers, in the pooling exercise. Pooling should be in maximum work load depots first so that idle wage are also minimized in case of departmental and DPS workers.

(iv) Deployment of labourers in the main depots may be done in such a manner that the workers can be deployed to undertake loading / unloading operation in nearby depots on need basis, when there is no availability of work load in main depot. Mechanism should be developed in such a manner that workers are required to travel minimum distance and deployment on tour is manageable from their place of posting with least disturbance.

(v) The objective of rationalization of the labour strength is to curtail the cost of incentive wages, therefore the pooling should be done in such a manner that output per day of a handling labour will remain ordinarily between 135 -150 bags on the peak day of loading / unloading of rakes.

(vi) All the FCI workers currently working in CWC & SWC godowns / hired depots / Railheads need to be pooled into FCI's own depots and contract labour be deployed in their place in case godown are to be retained.

(vii) As per existing instructions, workers under Departmental and DPS category on their transfer by FCI, in the interest of administration, are entitled to get weightage of seniority at the new place. It has been decided that till further order, Seniority position of group of the workers of the gang transferred from one depot to other, will not be disturbed and separate identity of such workers will be maintained in the incoming depot so that it does not jeopardize promotional avenues of the workers already working in such depots.

## FOOD CORPORATION OF INDIA

- (viii) The surplus workers of one Region can be adjusted in the depots of other regions of the zone.
- (ix) In case option is given by the surplus workers of a Region for transfer to the other Regions within the Zone, the same should be carefully considered by Zone and shifting them to shortfall depots may be adhered under intimation to IR-L division of FCI Hqrs.
- (x) Individual depot should have single labour system and in no case labour of more than one system be engaged in one depot.
- (xi) Subsequent to pooling of labourers, handling contractors be deployed in vacant depots following due process.

It is, therefore, requested that the process for implementation of exemption notification dated 06-07-2016 issued by the Ministry of Labour and .Employment, Government of India, may kindly be initiated immediately in all 226 depots as per list enclosed (Annexure-III). Action Taken Report in this regard may kindly be furnished to this office within 15 days. Further suggestion with regard to above guidelines for smooth implementation of the aforesaid notification at field level if any, may please also be sent to Hqrs immediately alongwith proper reasoning.

Yours faithfully,

Sd/-

**(Dr. C.L. Ram)**

**Chief General Manager (IR-L)**

# FOOD CORPORATION OF INDIA

Annexure 94

## HEADQUARTERS : NEW DELHI

No. IR(L)/8(22)/94

Dated : 29.04.1997

**The Zonal Manager,**  
Food Corporation of India  
Zonal office,  
New Delhi/Calcutta/Guwahati/Mumbai/Chennai

**The Sr. Regional Manager,**  
Food Corporation of India,  
Regional Office  
New Delhi/Lucknow/  
Jaipur/Chandigarh(Haryan/Punjab)/Jammu/Shimla/Calcutta/Patna/Bhubaneshwar/Guwahati/Shillong/Bhopal/Mumbai/Ahmedabad/Bangalore/Chennai/Hydrabad/Thiruvananthapuram.

Sir,

The Govt. Of India in the Ministry of Labour being the appropriate Govt. for FCI under the provisional of contract Labour (Regulation & Abolition Act 1970 prohibited the employment of Contract Labour in the godowns and depots of the Food Corporation of India at White Field, Krishnarajapuram, Hubli, K.R Naar and Nanjangud of Karnataka Region, in which the proceeding operation or work of handling of foodgrain including train loading and unloading and stoking is carried on the fci has mended the notification of the Ministry of labour by bringing the laborers under direct payment system in owned depots of FCI at these notified places.

However, the FCI Loading and Unloading worker Union, Bangalore and the Karnataka Contract Labour & Transport Cooperative Society Ltd. Bangalore file tender WPs No. 28760/96 and 28761/96 respectively in the High Court of Karnataka at Bangalore for quashing the notification issued by FCI for awarding the handling and transport contract work of FCI at Railheads at White Field, Krishnarajapuram, Hubli, K.R. Nagar and Nanjangud and forwarding Transportation work within and to & from the said notified depots. The Union further demanded departmentalisation of the laborers in these depots.

The learned Counsel for the petitioner Union pleaded that the tender notification would contravene the notification of abolition of contract labour issued by the Govt. of India. It was argued by the FCI that as per said notification of Govt. of India of labour there cannot be employment of contract laborers in the

## FOOD CORPORATION OF INDIA

godowns and depots for loading and unloading by transport, shorting and stocking etc. of the commodities which means that Corporation is free to employ its means to handle goods at Rail head and to transport goods at & from Rail head to & form said notified depot.

In view of the argument of FCI Counsel, the Ho'ble Court did not entertain the Writ petition and dismissed the same vide their order dated 11.10.1996, a copy of which is enclosed.

In view of the above pronouncement of honble Karnataka High court it is clear that even in the event of issue of notification by Ministry of Labour prohibiting employment of contract labour in FCI depot in which process operation of work of handling of foodgrains including their loading and unloading from any means of transport, storing and stacking is carried on, FCI can engage Contractors for handling and transportation work at Railheads at the notified place and also for transportation work within, to and from the notified depots/ godowns.

The enclosed judgement pronounced by honble Karnataka High Court may be used by our field offices as guidelines in similar I.D. cases, Court cases etc.

Yours faithfully,

Encl: as above

**(J.P. Gupta)**

**Dy. Manager (IR-L)**

**For manager (IR-L)**

## FOOD CORPORATION OF INDIA

IN THE HIGH COURT OF KARNATAKA AT BANGALORE  
DATED THIS THE 11TH DAY OF OCTOBER 1996  
BEFORE  
THE HON'BLE MR. JUSTICE V.P. MOHAN KUMAR  
WRIT PETITION NO. 28760 28761/1996

**W.P. NO: 28760/1996**

THE FOOD CORPORATION OF INDIA

Loading and unloading Workers

Union(Regd), No. 28,

Raja Show Building,

Seshadripuram

Bangalore - 560020

Represented by its

Organizing Secretary

Sri. Rangappa

**W.P. No: 28761/1996**

The Karnataka Contract Labour &

Transport Co-operative Society Ltd.

No. 119/1, Opp. Raja Show Building

Seshadripuram, Bangalore - 20

Represented by its President,

Sri M. Thangaraju. .... petitioner

(By Sri D. Leela Krishnan, Advocate)

And

The Food Corporation of India

Head Quarters No. 16/20

Barakhamba Lane

New Delhi - 110001

Represented by its

## FOOD CORPORATION OF INDIA

Managing Director  
The Zonal Manager,  
Food Corporation of India  
Zonal Office(South) No. 2,  
Haddoss Road, Opp. To sastri Bhavan,  
Madras -6

The Senior Regional Manager  
Food Corporation of India,  
Regional Office. No. 10,  
Pallavi Complex,  
Mission Road,  
Bangalore - 560027

The Senior Regional Manager  
Food Corporation of India,  
District Office. No. 24,  
Sabari Complex, III Floor  
Residency Road,  
Bangalore - 560025

## FOOD CORPORATION OF INDIA

The District Manager

Food Corporation of India

District office

Mysore ..... Respondents

(By Sri U. L. Narayana Rao for ..... Sri K. Giridhar.....Advocate)

These writ petitions are filed under Articles 226 and 227 of constitution of India, praying to quash vide Annexure-J dated, 17.09.1996, direct the respondent not to re-introduce Contract Labour system in their depots at White Field and Krishnarajapuram in Bangalore district hubli unkola depot KR Nagar and Nangangud in Mysore district by to departmentalise the operations by observing and regularizing the workers working in these depots as ordered by a Division Bench of this Hon'ble court dated 1.8.1995.

These writ partitions coming on for preliminary hearing this day the court made the following

### ORDER

The petitioners, who are the registered trade union seeks for a writ of category quashing the tender notification Annexure-J and for a writ of mandamus to direct the respondents not to re-introduce the contract labour system in their depots at White Field and Krishna rajapuram in Bangalore District Hubli unkola depot, K.R. Nagar and Nanjangud in Mysore District and to departmentalise the operations by absorbing and regularizing the workers working in these depots. Annexure-A is the notification issued by the Govt. of India According to them the said notification abolishes the contract labour system which is said to be - reintroduced by Annexure-I. The relevant portion of annexure - A reads thus:

"In exercise of the powers conferred by sub-section (i) of section 1 in of the Contract Labour (Regulation and Abolition) Act 170 (37 of 1970) the Central Government after consultation with the Central Board, hereby prohibits the employment of contract labour in the godowns and depots of the Food Corporation of India specified in the schedule annexed hereto and in which the process, operation or work of handling of foodgrains including. The Schedule mentions the depots which the petitioners have included in their prayer. The contention of the petitioners is that the present tender notification Annexure-J runs contrary to the scheme of abolition the Annexure-J notification specifically states and invites sealed tenders only from transport contractor for the following work:

"Sealed Tenders are invited from financially sound reputed handling and Transport Contractors for appointment as handling and Transport Contractors at Railheads/FCI depots/ Internal in Karnataka Region as under:-

- (1) Transportation within FSD White Field Complex, Bangalore - 67
- (2) Handling at Nanjangud Railhead and Transportation to FSD Nanjangud Depot and vice-versa
- (3) Handling at K.R. Nagar Railhead and transportation to FSD K.R. Nagar and vice-versa

## FOOD CORPORATION OF INDIA

(4) Handling at Hubli Railhead and Transportation to FSD Unkal (Hubli) Depot and vice-versa.

The Contract will be for a period of One Year extendable by further 3(three) months, Interested parties may quote their rate in the Tender Forms which can be obtained from Food Corporation of India Regional office No. 10 Mission Road, Subbaiah Circle, Bangalore - 560027 on payment of Rs. 108/- by cash or by post on remitting Rs. 125/- Tender Forms will be sold upto 1.00 p.m. on 11.10.1996 and Tenders received upto 3.00 p.m. on 11.10.1996 will be opened on the same day at 3.30 p.m. Any party who wish to quote rates for more than one center can do so but on separate Tender forms along with E.M.D. of Rs. 20,000/- Rupees Twenty Thousand only) in the form of Demand Draft, separately with each Tender.

1. According to the learned Counsel for the petitioner Mr. Leela Krishnan, in the light of the notification Annexure-A the tender notification Annexures -J would contravene the notification issued by the Govt. of India.

2. I have heard Mr. U.L. Narayana Rao, Learned counsel for the respondent as well. He categorically submits that what is contemplated in annexure - A is that there cannot be employment of contract labourer in the godowns and depots mentioned in the schedule for loading and unloading by transport storing and stocking etc. of the commodities can be carried on by contract labour. He contends that there is a specific work from in the Annexure- A, which means that it is open to the Corporation to transport the goods received at Railheads making their own arrangement. That is to say the Corporation is free to employ its own means for transporting the goods that will arrive at the Railheads and take it to the respective godowns. Mr. U.L. Narayana Rao submits that what is contemplated in Annexure - J is appointment of transport contractors at Railheads and not for the loading and unloading contractors. This is clear from Annexure-j what is being appointed is for transporting of the goods from the Railheads and not for loading and unloading at the godown. In view of the circumstances, I do not think that Annexure - J in any way contravenes the Annexure - A notification.

3. Mr. Leelakrishnan, learned Counsel for the petitioner cited two decisions of Supreme Court reported in AIR 1985 SC 670 and AIR 1990 SC 532, in support of his contention. The facts of these cases have no bearing to the facts of the instant case. I do not think the principles laid down in those cases can be applied to the fact of the instant case. In the present case the only question that arises is regarding transportation of commodities and the right to load and unloading from the vehicle at the godown in not being interfered with. Under the circumstances, I do not find any ground to entertain the writ petition. It is accordingly dismissed.

4. Mr. K.Giridhar, Learned Counsel is permitted to file Vakalath on behalf of the respondents.

-Sd-

(Judge)

Copy

Assistant Registrar,

High Court of Karnataka

Bangalore - 560001

## FOOD CORPORATION OF INDIA

<b>INDEX CHAPTER X</b>				
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2.	W.P. NO. 30/2005	28.01.2008 of CGIT II Delhi	Demand for Grant of pension to be FCI Departmental Workers at par with port dock workers award was decided in favor of FCI	2
3.	W.P. NO. 195/2011	05.07.2016 of CGIT II Delhi	Demand for Grant of pension to be FCI Departmental Workers at par with port dock workers award was decided in favor of FCI	3
4.	PIL NO. 84/2014	20.11.2015 of High Court Bombay at Nagpur	alleged access payment to the Departmental worker in collusion with be officers of the Corporation Hon'ble court direction to the government of india FCI request on Labour reform on time bound basis	4
5.	WP NO. 26628/2016 (C S SARAN KUMAR V/S U.O.I AND FCI)	17.08.2016 of Higy Court at Madras	Writ to call for the record of the ministry of labour and employment in connection with notification dated 06.07.2016 and quash the same. Writ was dismissed along with other writ by common orders	5

**FOOD CORPORATION OF INDIA**

<b>INDEX CHAPTER X</b>				
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7.	WP NO. 1935/2016	20.07.2016 of High Court Bombay	Regarding prayar for setting aside transfer order dated 17.07.2016 of departmental labour form borivali Depot to other depot Maharashtra. Writ was decided in faver of FCI	7
8.	WP NO. 38560/2016	26.09.2016	Regarding transfer of Labour from Nainy Depot to varanasi. Writ was decided in faver of FCI	8
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**FOOD CORPORATION OF INDIA**

**Annexure-95**

**GOVERNMENT OF INDIA  
MINISTRY OF LABOUR  
BEFORE THE PRESIDING OFFICER: CENTRAL  
GOVERNMENT INDUSTRIAL TRIBUNAL CUM  
LABOUR COURT - II RAJENDRA BHAWAN, GROUND  
FLOOR, RAJENDRA PLACE  
NEW DELHI**

**PRESIDING OFFICER: R.N. RAI**

**ID NO.30/2005**

**PRESENT: - SH. W.R. KHAN**

-

**CLAIMANTS**

**SH. OM PRAKASH**

-

**RESPONDENT**

**IN THE MATTER OF :-**

**Shri siya Ram Paswan&ors.,  
Vill & P.O. Kalyanpur  
DakshinTola, Via: Dalsingsara  
Distt: Samstipur (Bihar)**

**VERSUS**

**The Managing Director,  
Food Corporation of India  
16-20, Barakhamba Lane,  
New Delhi**

**- Respondent**

**AWARD**

The Ministry of Labour by its letter No. L22012/133/2005-IR(C-II) (IR (M) Central Government Dt. 13.04.2005 has referred the following point for adjudication.

The Point runs as hereunder:-

"Whether the action of the management of FCI in not allowing FCI Departmental Workers of Ports to exercise option to come over to the Pension Scheme as given to the Port and Dock Workers by Ministry of Surface Transport is legal and justified not, to what relief they are entitled."

The workman applicants have filed claim. In the claim statement it has been stated that the Food Corporation of India is a Statutory body and established by the Food Corporation Act 1964. The FCI was

## FOOD CORPORATION OF INDIA

mainly set up for storage and distribution of food grains throughout the country. The corporation is the single largest public sector undertaking dealing with the procurement storage and distribution of food grains. There are approximate 1700 depots all over the country In all the depots the worker are discharging various functions like loading unloading of food grains of wagons/trucks stacking, de-stacking and re-stacking of food grains bags, delivery and weighment, physical verification standardization, filling of Gunny bags with loose grains salvaging of damaged food grains, cleaning/sweeping re-packing etc.

That the FCI employs workers at various Port and Dock in the country for the purpose of loading, unloading, stacking, de-stacking, bagging, handling etc. of food grains from and to ships in ports and dock yards.

That the above said Industrial Dispute existing between the management of FCI and their departmental Port workers in relation to exercising the option to come over to the pension scheme has been referred to this Hon'ble Tribunal by the Central Government following the order of the Hon'ble High court of Delhi in WP No. 4604/2002 wherein the Hon'ble high court of Delhi granted liberty to the petitioners workmen to approach Industrial Tribunal for adjudication. That the claimants are CPF beneficiaries (whose name are listed at Annexure - 1) who were port workers of FCI and who have been denied the benefit to exercise option to witch over to pension scheme whereas the rest of the CPF beneficiaries, Port and Dock workers retired after 01.01.1986 were given the aforesaid option of the pension scheme.

That the management of FCI on 14.11.1970 signed Memorandum of Settlement under section 12(3) of the ID Act, 1947 with FCI Workers Union before ALC (C) Calcutta and agreed to give the same benefits to the FCI Workers who worked at Ports as are available to the Port and Dock Workers, Accordingly the FCI gave benefits to its workers on the pattern prevalent in the Dock Labour Board, Calcutta.

That on 30.08.1986 the workers (Claimants Annexure-I)

- 1) Working at Calcutta Port for FCI exercised their Retirement Scheme 1986.

That on 20.07.1990 the Hon'ble Supreme Court in the case of FCI Workers Union Vs. FCI & Ors. In WP (C) No. 222 of 1984 ordered that the wages of the employees of FCI shall be equal to the wages of the labourers employed at Calcutta port on the ground that the departmental food corporation of india'slabours at Calcutta Port City godown and FCI depot in West Bengal are at par with the Port and Dock laborers and have been given revision in their wage structure from time to time whenever such revision has been made for Port and dock workers.

That on 27.08.1996 the Hon'ble High Court of Judicature at Chennai (Madras) ordered that the workers of class - III & IV at the Ports are entitled to claim inclusion of interim relief actually given to them between the period 01.01.1986 and 31.12.1987 for all the purposes including pensionary benefits.

## FOOD CORPORATION OF INDIA

That the Ministry of Surface Transport, Government of India vide their letter no. A38011/23/94-PF-1 dated 20.12.1996 circulated to the chairmen of all Port Trusts and all Dock boards to give option to CPF retirees of Port Trust and Dock labour after 01.01.1986 to come over to the pension scheme.

That on 11.02.1997 the government decided that CPF beneficiaries who were in service on 01.01.1986 but have since retired and in whose case retirement benefits have to be calculated under the pension scheme shall be entitled to exercise the option of pension scheme provided they refund 8.33% of CPF amount and interest thereon drawn by them at the time of settlement of CPF amount and interest thereon drawn by them at the time of settlement of CPF account. Such option shall be exercised by 31.03.1997.

That on 28.07.1998, the Hon'ble High Court of Judicature at Calcutta allowed the case of the writ petitioner who could not exercise his option to come over to the pension scheme on or before the cut off date and directed the respondent to allow the writ petitioner to exercise the option to switch over to the pension scheme.

The management has filed written statement in the written statement it has been stated that the Food corporation of India was handling import and export work of food grains and import of fertilizer in the major ports on behalf of Government of India. Due to cessation of import and export work of food grains and withdrawal of import work of fertilizer from FCI in the year 1986 a Voluntary Retirement Scheme was introduced with approval of Government of India for dispensation of FCI labour working in the major ports. The port workers were given their normal terminal benefit apart from the special compensation under the Voluntary Retirement Scheme as full and final settlement.

The FCI Port labours were governed by FCI (CPF) Scheme framed under Employees Provident Fund and Miscellaneous Provision Act. The Members of the CPF Scheme of FCI are not entitled to the Pensionary benefits at par with the Government employees. The members of the CPF Scheme recruited on or before 01.04.1971 were eligible for Family Pension Scheme, 1971 on optional basis. Apart from this they were eligible for FCI group Insurance Scheme, 1980 framed with the permission of the authority under Employees Provident Fund Act as replacement to the Employees Deposit Linked Insurance Scheme, 1976. Under this scheme the legal heirs of the members who die in harness get insured amount. Whereas in case of optees for the Family Pension Scheme the legal heirs were eligible for pension if the member die in harness subject to fulfillment of certain conditions. It is submitted that the workers who retired under Special Voluntary Retirement Scheme were not members of F.P.S. 1971.

The Union in the instant cases as relied upon the orders of the Government of India applicable to the employees of the Port Trust and Dock Labour Board which were not applicable in case of FCI Port Labour. Therefore, there was no question for seeking option from the FCI Port Labour who had retired after full and

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final settlement of their final dues for the extension of pensionary benefit at par with the Government Employees. The similarly placed Port Labour of FCI raised an industrial dispute on this subject. The matter was adjudicated by the CGIT, Vishakhapatnam and the demand of the worker was rejected. It was held that departmental worker of FCI that there is no parity in the nature of work being performed by the FCI erstwhile Port Labour and the employees of the Port Trust Dock Labour Board.

That the retirees of FCI Port Labour have also taken up the matter with Government of India through various forums for extension of pensionary benefit to them at par with Class III & IV employees of the Port Trust. The Ministry has specifically rejected their case. The copies of the relevant orders and reply given by the FCI in this regard have been filed herewith.

That the Management has been fastened with unnecessary litigation. It is submitted that if the benefit for pension as claimed herein is extended those retired workers then the same will create huge financial loss and liability apart from the administrative difficulty. The management vide its letter dated 11.10.2001 addressed to the counsel of the workman rejected the request of the workman to switch over to the pension scheme.

That the workmen are not eligible and entitled for the benefit to exercise option to switch over to pension scheme as claimed by the workmen.

That the agreement dated 14.11.1970 relates to induction of labourers in the depots of FCI. IN the said agreement there was no commitment to extend parity in the pensionary benefits with that port Labour claimed by the workman herein. The agreement dated 14.11.1970 relates to the FCI Department Labour working in Inland Godowns. The FCI Port labour retired under Special Voluntary Retirement Scheme was not covered in the said settlement. Moreover, in the said settlement it was agreed that benefit of annual of leave and holidays will be adopted, as applicable to Dock Labour Board, Kolkata. There was no commitment for adoption of pensionary benefits.

That the judgement annexed as Annexure IV related to parity in the wages of departmental labour of FCI working in Bihar Assam, Orissa, North-West, Uttar Pradesh and Delhi with the Departmental labour working in FCI depots in Kolkata. The said judgement has been implemented in toto. The FCI as per the said judgement is not under any legal obligation to extend pensionary benefits to the erstwhile FCI Port Labour, as claimed by the petitioner as the labour of FCI is not comparable with the labour of Port Trust as these labourers are governed with different set of Rules as applicable in Port Trust. The Supreme Court judgement dated 20th July, 1990 was not applicable to FCI Port Labour at Kolkata who retired in the year 1986. It was applicable only to the departmental labour working in the depots of FCI as mentioned herein. The terms and conditions of the employees of Port Trust and Dock Labour Boards and FCI Port Labour were distinct. Therefore, there is no justification to claim the parity in the case of pensionary benefits. The workmen are different and distinct class so far the workmen benefited in the case of pensionary benefits are concerned.

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That the judgement of Hon'ble High Court of Madras related to Class III & IV employees and workers of major Ports who retired/expired/resigned during the period from 01.01.1986 to 31.12.1987. Moreover, in this judgement the Hon'ble High Court has disallowed the demand for treating the interim relief as pay for the purpose of Calculation of pensionary and other benefits for Class III & IV employees. In this judgement the eligibility to exercise option for pensionary benefits has not been determined.

This judgement is not applicable in case of FCI Port labour who retired under Special Voluntary Retirement Scheme in the year 1986 onwards.

That the judgement dated 28th July 1998 annexed as Annexure VIII applicable to the Kolkata Trust Class III & IV employees only. The FCI Port Labour retired under Special Voluntary Retirement Scheme cannot avail the benefit of the said judgement.

The workmen applicants have filed rejoinder. In the rejoinder they have reiterated the averments of their claim statement and have denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workmen that they were Port Workers of FCI. They have been denied the benefit of exercising option to switch over to pension scheme whereas the rest of the CPF pensionary, Port and Dock Workers retired after 01.01.1986 were given the aforesaid option of pension scheme.

It was further submitted that the management of FCI on 14.11.1970 signed memorandum of settlement and agreed to give all the benefits to the FCI works who worked available to the Port and Dock workers.

The Counsel for the workmen placed reliance on the judgement of the Hon'ble Supreme Court in FCI workers' Union Vs FCI and Anr in WP (C) No202/1994 and the judgement of the Hon'ble Madras High Court dated 27.08.1996.

It was further submitted that the Ministry of Surface Transport, Government of India vide order dated 20.12.1996 permitted the CPF retirees to switch over to the pension scheme. The workmen retired on 01.01.1986 and they are entitled to exercise the option of pension scheme provided by the Ministry of Surface Transport.

It was submitted from the side of the management that due to cessation of import and export work of food grains and withdrawal of import work of fertilizer from FCI in the year 1986 a Voluntary Retirement Scheme was introduced with the approval of the Government of India for dispensation of FCI Labour working

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in the major ports. The Port workers were given their normal terminal benefit apart from the special compensation under the Voluntary Retirement Scheme as full and final settlement.

It was further submitted that FCI Port labours were governed by FCI (CPF) Scheme framed under Employees Provident Fund and Miscellaneous Provisions Act. The members of the CPF Scheme of FCI are not entitled to the pensionary benefits at par with the Government employees.

It was further submitted that the members of the CPF Scheme recruited on or before 01.04.1971 were eligible for Family Pension Scheme, 1971 on optional basis. Apart from this they were eligible for FCI Group Insurance Scheme, 1980 framed with the permission of the authority under Employees Provident Fund Act as replacement to the Employees Deposit Linked Insurance Scheme 1976. Under this Scheme the legal heirs of the members who die in harness get insured amount. Whereas in case of optees for the family Pension Scheme the legal heirs were eligible for pension if the member die in harness subject to fulfillment of certain conditions. It is submitted that the workers who retired under Special Voluntary Retirement Scheme were not members of FPS 1971.

It was further submitted that there was no question for seeking option from the FCI Port Labour who had retired after full and final settlement of their final dues for the extension of pensionary benefits at par with the Government Employees.

The workmen seek the right of exercising of option to come over to the Pension scheme as was given to the Port and Dock Workers by the Ministry of Surface Transport. The Ministry of Surface Transport has given this option to the workmen in view of the judgement of the Hon'ble Chennai High Court. The workmen are not the employees of the Ministry of Surface Transport and the work performed by the workmen is not similar to the work performed by the workers of Port and Dock workers of the Ministry of Surface Transport. The judgement of the Honble Supreme Court is not applicable in the instant case. The judgement relates to parity in the wages of departmental labours of FCI working in Bihar, Assam, Orissa, North East, Uttar Pradesh and Delhi with the departmental labours working in FCI depots in Calcutta. There is no mention in the judgement that the workmen are entitled to all the benefits available to the Port and Dock Workers.

The Port and Dock workers and the labourers of the Dock Labour Board are governed by different set of Rules and their terms and conditions are governed by the statutory authorities under the supervision and control of Ministry of Surface Transport.

The substantial question is whether the duties performed by the FCI workers and those of Port and Dock Labourers are similar in nature:

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"WW1. Shri Sukhdev Sahani has admitted in his cross examination as under:-

"It is correct that the workmen of Port Trust Dock Labour Board has separate and distinct working settlement from what the workman of FCI has."

WW1 has categorically admitted that the working conditions and work performance of Port and Dock Labours and FCI workers are not similar in nature. The Port and Dock workers load and unload gunny bags and other articles on Crane Platform and Crane carries the item to the Ship. The Dock workers handle either bulk or Bag Cargo on the hatch of the Ship and they lift foodgrains from the hatch of the Ship with the help of Crane. The FCI workers load and unload the foodgrains bags from and to trucks and wagons and the warehouses. The duties of loading and unloading performed by the FCI workers is limited to the warehouses whereas the Port and Dock Workers perform more hazardous work of lifting foodgrains from the hatch of the Ship with the help of Cranes. They handle these articles on the wharf of the Port.

According to the admission of WW1, the duties of the Port and Dock workers and those of FCI workers are quite different and distinct. The duties of Port and Dock workers is more hazardous and arduous in comparison to the duties of the FCI workers in the warehouses. The Port and Dock workers have to lift the bags to the Cranes and to unload it from the Ship. They work on the wharf of the Port.

WW1, Shri Sukhdev Sahani has further admitted in his cross examination as under:-

We used to carry gunny bags of cereals and foodgrains only. It is correct that workers of Port Trust and Dock workers are used to carry and lift hazardous materials and heavy container from Ship to Yard."

This statement of the witness establishes the fact that the workmen of FCI carry the bags of cereals and foodgrains whereas the workmen of Trust and Dock Board carried hazardous materials and heavy container from Ship to Yard. In view of this different nature of work, the workmen of FCI are not entitled to get the benefits of workmen of Port Trust and Dock Board.

WW1, Shri Sukhdev Sahani has further admitted as under:-

"It is correct that FCI Port Labour were governed by FCI CPF Scheme framed under the Employees Provident Fund and Miscellaneous Provident Fund."

The workmen have admitted that they were governed by FCI CPF Scheme and so, there is no question of extension of any pensionary benefits to the workmen.

The witness has further admitted as under:-

"It is correct that I opted and accepted the Voluntary Retirement Scheme introduced by the FCI management and my name appears at Serial No. 2 at Annexure-3 filed by me alongwith statement of claim."

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These workmen have filled up the applications for the enrollment under FCI (CPF Regulation, 1967). This regulation has been framed under the provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952. The benefits of CPF accumulation admissible to these workmen were given to these workmen as full and final settlement and acceptance of their voluntary option for the retirement. This fact is supported by the statement of the workman, Shri Sukhdev Sahani (WW1).

Mr. Sahani, WW1 has also admitted in his cross-examination as under :-

"It is correct we got the entire pay and admissible payments by cheque under the Voluntary Retirement Scheme dated 30.08.1986 to our satisfaction."

The workmen got themselves enrolled under FCI (CPF Regulation, 1967) and they have received all the benefits under the regulation by which they are governed.

It is quite obvious from perusal of the record that there is no statutory pensionary scheme for the workmen when they joined the services of FCI.

The judgment of the Hon'ble Chennai High Court is regarding Port and Dock workers. The benefits given by the Hon'ble Chennai High Court to the Port and Dock workers cannot be extended by any stretch of imagination to the workers of FCI as the duties performed by the Port and Dock workers are more hazardous and it relates to loading and unloading gunny bags on the Cranes and from Cranes to the Ships.

From the above discussion it becomes quite obvious that the judgement of the Hon'ble Apex Court referred to above it not applicable in the case of the FCI workmen as in that judgement the Hon'ble Supreme Court directed for parity of wages to the workers of FCI working in different Regions. There is no mention of the duties of the Port and Dock labours. The workmen cannot avail the benefits of the judgement of the Hon'ble Chennai High Court as their work is not so hazardous as the work performed by the workers of Port and Dock workers. There is no mention of extending the benefits of Port and Dock workers to the FCI workers even in the settlement dated 14.11.1970.

The instant workmen are not entitled to the benefits of Port and Dock Labours in view of the agreement dated 14.11.1970.

In the settlement dated 14.11.1970 it has been specifically mentioned in Para-4 and 5 that the workmen will be entitled to only leave and holidays under the scheme of Dock Labour Board, Calcutta. They are entitled to the fringe benefits at the pattern prevalent in Dock Labour Board, Calcutta. In the entire agreement there is no mention that all the statutory benefits given to the Port and Dock workers will also be extended to the workmen of the FCI. The settlement is restricted only to fringe benefits and benefits of annual leave and holidays. There is no mention that pensionary benefits will also be available to the FCI workers.

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This settlement does not confer on the workmen any benefit other than leave, holidays and fringe benefits, so it cannot be said that the workmen are entitled to pensionary scheme in view of the settlement dated 14.11.1970.

The workmen in his cross examination at page 2 has admitted that the agreement dated 14.11.1970 relating to the FCI departmental Labours working Inland Godowns is not applicable to the workmen who opted under the Voluntary Retirement Scheme of 1986.

In view of the clear cut admission of this workman the agreement dated 14.11.1970 does not confer any benefits to the workmen who opted under the Voluntary Retirement Scheme, 1986.

It becomes quite obvious from perusal of the scheme dated 30.08.1986 that the workmen have accepted the Voluntary Retirement as per the FCI Special Voluntary Retirement Scheme, 1986 and the workmen have obtained all the benefits under this scheme. It has not been pointed out from the side of the workmen as to what other scheme was available to them. The workmen have voluntarily accepted the Voluntary Retirement Scheme in the year 1986 and they have raised this dispute in 2005 after a lapse of almost 19-20 years. Their claim is delayed and it is not maintainable in view of the extra ordinary delay. Delay defeats equity.

It was submitted from the side of the management that there is no explanation of delay. Not to speak to plausible or satisfactory explanation. There is no explanation, at all what prevented the workman to approach this forum after a long period of 19-20 years. It is settled law that stale claim made after an inordinate and unexplained period could not be entertained.

My attention was drawn to 2005 (5) SCC Page 91 paras 12 and 13. The Hon'ble Apex Court has held that long delay impedes the maintenance of the records. Belated claim should not be considered.

It has been held in (2001) 6 SCC 222 as under:-

"Law does not prescribe any time limit for the appropriate government to exercise its powers under section 10 of the Act. It is not that this power can be exercise its powers under section 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and in a rational manner. There appears to us to be no rational basis on which the Central Government has exercised powers in this case after a lapse of about seven years of the order dismissing the respondent from service."

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In the instant case reference has been made after a delay of long 19-20 years. Limitation Act is not applicable in ID cases but stale cases should not be considered. Delay in the instant case is inordinate and relief can be rejected on the ground of delay alone.

The workmen have been enrolled under the CPF Scheme and the entire payments have been made to them along with compensation. They have worked for almost only 16 years. In the Government PSUs or ever in the Government Department, the pensionary benefits is available at least after 20 years of continuous service before superannuation as per the statutory scheme. There is no statutory scheme for these workmen in the FCI. No benefits can be extended without any statutory provisions. The Tribunal/Court cannot create statutory benefits by their orders.

The workmen opted for Voluntary Retirement Scheme, 1986 in view of cessation of import and export work of foodgrains and withdrawals of import work of fertilizer from FCI in the year 1986.

The work which the workmen performed ceased to exist in 1986. Import and Export of foodgrains and import of fertilizer was withdrawn from the FCI in the year 1986. The FCI introduced the scheme of 1986 in order to give special compensation to the workmen who served the department for almost 16 years and the workmen opted for that scheme and they received the entire emoluments. There is no statutory pension scheme in the FCI even at present. The workmen were enrolled under the CPF scheme. The FCI has paid their CPF deposits and compensation in view of cessation of import and export work. The option of the Voluntary Retirement Scheme 1986 has been exercised by all the workmen willingly. They have admitted it in their claim statement and WW1 has also confirmed it that they opted for the scheme for the scheme voluntarily and they accepted the compensation and CPF amount willingly.

It is beyond my comprehension as to under what circumstances the union has raised this dispute after a long gap of 19-20 years. The dispute itself is frivolous, vexatious and unnecessary. The workmen are not entitled to get pensionary benefits admissible to the Port and Dock workers as they belong to a different category of workmen in the FCI. There is no such departmental scheme in the FCI. They are not entitled to any relief.

The workmen have raised this unnecessary dispute after a lapse of almost 19-20 years. They are not entitled to get pensionary benefits admissible to the Port and Dock Workers in view of the above discussions.

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The reference is replied thus:-

The action of the management of FCI in not allowing FCI Departmental Workers of Ports (list enclosed) to exercise option to come over to the Pension Scheme as given to the Port and Dock Workers by Ministry of Surface Transport is legal and justified. The workmen applicants are not entitled to get any relief as prayed for.

The award is given accordingly.

sd/-

**(R.N. RAI)**

**Presiding Officer**

Dated: 28.01.2008

Let copies of the award be sent to the Ministry of Labour, Government of India for necessary action at their end.

Dated: 20.01.2008.

Sd/-

**(R.N. RAI)**

**Presiding Officer**

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ANNEXURE-96

**THE GAZETTE OF INDIA: JULY 23, 2016/ SRAVANA 1, 1938 [Part II Sec 3 (ii)]**  
**IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL**  
**GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT NO.1, KARKARDOOMA**  
**COURT, COMPLEX, DELHI**

**ID NO.195/2011**

1. The President,  
Food Corporation of India (Handling) Workers Union  
8654, Arakshan Road, Paharganj,  
New Delhi

2. The President  
FCI Workers Union,  
58/1, Diamond Harbour Road,  
Kolkata

**Camp Office**

8585, Arakshan Road  
Paharganj, New Delhi

...Workmen

Vs.

The Chairman-cum-Managing Director  
Food Corporation of India,  
16-20, Barakhamba Lane  
New Delhi 110001

...Management

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### AWARD

Brief facts giving rise to the reference are that an order was received from Ministry of Labour and Employment under sub section (1) and sub section 2A of Section 10 of the industrial Dispute Act, 1947 (in short the Act) for adjudication of the reference, terms of which are as under:

"Whether the demand of the Union for withdrawing the new incentive scheme announced vide Circular No.18/2005 dated 15.2.2005 is legal and justified? If not, to what relief is the workman entitled?"

It is averred in the statement of claim filed by FCI (Handling) workers union (in short the Union) that the trade union mentioned above is duly registered and primarily consists of workers employed either directly by Food Corporation of India, or indirectly through contractors of Food Corporation of India in various departments. Union has a substantial number of members to the tune of around 30000 working in various departments and the union has been fighting for the legitimate rights and interest of the workers from time to time raising issues/ grievances before major issues like implementation of recommendations of McKenzie & Co. and other like issues of major importance such as fixation of handling norms etc. It is also alleged that the union raised an industrial dispute in respect of equal pay for equal work' and 'overtime allowances'. Departmental workers and direct payment workers are regular and permanent workers of FCI and their service conditions are governed by the instructions issued by FCI from time to time.

3. It is alleged in para 10 of the statement of claim that the management of FCI entered into bipartite settlement dated 13.03.1999 under section 18 (1) of the ID Act with FCI workers Union whereby several other things, including piece rate incentive scheme was agreed to be revised as per Annexure A, extract of which is as under:-

S. No.	Handling Norms	Bags below 66 kg	Bags Above 66 kg
1.	Unloading from truck and stacking inside godown	105	70
2.	Unloading from wagon and stacking inside godown	90	60
3.	Unloading from wagon and dumping on platform	134	90
4.	Stacking inside godown removing the bags damped	140	90
5.	Destaking in godown and loading into trucks	110	70

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<b>S. No.</b>	<b>Handling Norms</b>	<b>Bags below 66 kg</b>	<b>Bags Above 66 kg</b>
6.	Destacking into godown and loading into wagons	94	60
7.	Unloading from wagon and to adding into trucks	87	60
8.	Standardization/ Rebagging/42 filling bags with loose grain, including weighment	42	35
9.	Salvaging of damaged foodgrains including weighment	30	20
10.	Breaking stack and restacking	140	90
11.	Weightment	82	60

4. It is pertinent to mention here that at the time of entering into the above settlement by the management of FCI and FCI Workers Union, a vast majority of the members of the above union were members of FCI workers union, as such, settlement under section 18 of the Act is binding upon the petitioner union after coming into existence of this union.

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5. It is further alleged that management of FCI came out with circular no.18/2005 dated 15.12.2005 hereby existing handling norms were revised as per the following table:

S. No.	Handling Norms	Bags below 66 kg
1.	Unloading from truck and stacking inside godown	135
2.	Unloading from wagon and stacking inside godown	115
3.	Unloading from wagon and dumping on platform	170
4.	Inside the godown Removing the bags damped and stacking	180
5.	Destaking in godown and loading into trucks	140
6.	Destacking into godown and loading into wagons	120
7.	Unloading from wagons and loading into trucks	110
8.	Standardization/ Rebagging/42 filling bags with loose grain, including weighment	055
9.	Salvaging of damaged foodgrains including weighment.	040
10.	Breaking stack and restacking	180
11.	Weightment	105

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6 After issuance of the above circular union vide its letter dated 22.12.2005 addressed to the Chairman and Managing Director of FCI made a protest against the above stated circular dated 15.12.2005 whereby revised rate incentive scheme was introduced in utter violation of settlement dated 14.05.1999. Due to contumacy and intractable attitude of the management of FCI led the union to expose their industrial dispute vide letter dated 11.01.2006 by serving strike notice under section 22 (1) of the Industrial Dispute Act on the management of FCI. The dispute was seized in conciliation by the Regional Labour Commissions vide letter dated 17.01.2006. Thereafter, conciliation proceedings were held between the parties. However, attitude of the management of FCI was not for amicable settlement, as such; conciliation failed. Subsequent to the failure of conciliation submitted by RLC(C) to Ministry . If Labour and employment dispute was referred by the appropriate Government to this Tribunal for adjudication of the above dispute.

7 It is alleged by the Union that management of FCI has violated the settlement dated 13.03.1999, as under Section 19 (2) of the ID Act requires two months statutory notice to terminate the settlement. It is further alleged that no such notice as per provisions of Section 19 (2) of the Act was served upon the union. As such action of the management is absolutely in contravention of the provisions of the above Act. There is also violation of provisions of section 9A of the Act, which requires an employer to give 21 days mandatory notice to the union before effecting any change in service conditions in respect of matters specified in the Fourth Schedule. It is the case of the union that the norms revised by way of settlement dated 13.03.1999 and incentive scheme and raised there upon have not become part of the service conditions of the workmen. Having enjoyed the scheme for more than eight years, the same virtually became a privilege as per Fourth Schedule of the Act. Issuance of circular dated 15.12.2005 to the prejudice of the interest of the workman is absolutely in contravention of provision of section 9A of the Act. Finally, prayer has been made to stay operation and effect of circular no. 18/2005 dated 15.12.2005 of FCI.

8 FCI filed written statement of claims not look preliminary objections that workers of the union named and above has relied upon the settlement dated 13/03/1999 and the said settlement was signed with another union in the name and style of FCI workers union. As per section 18 of the Act, settlement arrived between employers and the union otherwise than in the course or conciliation proceedings shall be binding on the parties. FCI (Handling) Union was not in existence at the time of said settlement and as such has no locus standi to raise the present dispute.

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9 Agreement dated 13.03.1999 has not altered or changed and same is still in vogue/ force in respect of handling of bags weighing upto 66 kg and below 66 kilos. At the time when the scheme based on the said settlement was agreed and implemented on the basis of letter dated 10.05.1999, size of food grain bag in use was 95 kg or more and provisions in the scheme for bags of 66 kg or below was made to meet the eventuality of handling to the tune of 66 kilos. Bags of 66 kg or below size were not use. After the year 2000, foodgrain bags were gradually switched over to 50 kilo and now all bags of 50 kilos are used. Therefore, plea of violation of section 19(2) of the at raised by the Union is not based on ground reality. It is further alleged in preliminary submissions that FCI management is making excess payment for handling of bags weighing upto 50 kilos. Management, therefore, be permitted under provisions of section 33 of the ID Act to implement the circular issued in December, 2005 to regulate incentive wages for handling of 50 kilos bags. On merits, it has been admitted that settlement dated 13/12/1999 is still in vogue and has not been amended or changed or altered. Handling workers who are handling bags weighing above 65 kilos or below 65 kilos will continue to be covered by the said settlement. Management has no intention to terminate settlement dated 13/03/1999 under section 19(2) of the Act. Therefore, there is no question of violation of provisions of section 19(2) of the Act. Claim made by the union in para 11 of the statement of claim regarding adverse impact is incorrect. Size of bag was reduced to 50 kilos on recommendations of ILO and now almost all foodgrain bags are 50 kgs each throughout the country. Therefore, need was felt for separate handling norm (datum) for handling 50 kilo bags by the departmental workers. For this purpose, study was entrusted to Delhi Productivity Council who conducted on the spot study in various depots but the unions rejected the recommendations of the said study. Thereafter, issue was referred to Saxena Committee for evolving suitable handling norms in respect of foodgrain bags weighing upto 50 kg. Saxena Committee held discussions with various labour unions and made deliberations on this issue and suggested norms for various operations for handling of bags, weighing upto 50 kg by departmental workers. Report of the said committee has been considered in consultation with the Finance Division and finally accepted by FCI. However, piece rate incentive scheme for departmental workers based on Settlement dated 13/03/1999 is still operative as it is for handling of bags above 50 kg. Management of FCI denied the objections/ protect raised by the union by alleging the same to be misplaced and misguided and conciliation proceedings failed because of adamant attitude of the union. Management has further denied the other averments contained in the statement of claim.

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10. It is pertinent to mention here that an application was filed by FCI Workers Union for impleadment of the party and the same was allowed by this Tribunal vide order dated 27/07/2010. Thereafter, FCI Workers Union has filed separate statement of claims, which is almost on the same lines as filed by the FCI Handling Workers Union. FCI Workers Union has also filed rejoinder to the reply filed by the management of FCI wherein they have denied material averments contained in the written statement filed by FCI and reasserted the stand taken in the statement of claims.

11. It is not out of place to mention here that no specific issues were framed in the above reference as my learned predecessor observed vide order dated 11/07/2011 that except the matter referred for adjudication, no other specific issue in fact arises for consideration.

12. This Tribunal vide order dated 29/10/2012 observed that evidence recorded in ID NO.239/2011, titled 'President Vs. Food Corporation of India' may be read as evidence in the present reference and testimony of Shri Pramod Kumar Sharma and Shri Umesh Kumar, which remained incomplete in the case may be discarded and evidence may be borrowed from the case referred above. In fact, application has been filed by the Management under section 33 of the Act and it has been ordered to be registered as an industrial dispute but the same is required to be registered as an LCA.

13. Claimant union in support of its case examined Shri Umesh Kumar Gupta and Shri Pramod Kumar Nayak as WW1 And WW2 respectively, who have tendered in evidenced affidavits Ex.WW1/A and Ex. WW2`/B tendered in evidence documents Ex. WW1/1 to Ex. WW1/6 and Ex. MW1/W1, Ex.WW2/1 to Ex. MW1/W2 Ex. WW2/1 to Ex. Ww2/2 respectively. To support its stand, FCI management examined Shri Tej Singh and Shri A.K. Singh as MW1 and MW2 and their affidavits are Ex. MW 1/A and Ex. MW2/1 respectively. Alongwith his affidavit Shri Tej Singh has rendered document Ex. MW1/1` to Ex. MW1/3 and Shri A.K. Singh has tendered documents Ex. MW2/1 to Ex. MW2/3 in evidence. I would be adverting to the facts adduced by the parties in the subsequent paras.

14. I have heard Shri Inderjit Singh, A/R for the claimant union and Shri Om Prakash, A/R for the management. Parties have also filed written submissions and relied upon various judgements of the Hon'ble Apex Court.

15. Shri Inderjit Singh, appearing on behalf of FCI Handling Workers Union strongly urged that the latest circular dated 15/12/2005 issued by FCI Ex. MW1/3 is absolutely contrary to the provisions of section 9A of the Act. It was also urged that the bipartite settlement of Ex. WW/1/ 1 is arrived at between the

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management of FCI and FCI Workers Union is binding upon the parties and FCI is not legally competent to change the terms and conditions contained in the said settlement to the derogation of the rights of the workers. Bipartite settlement, in the submission of learned A/R for the claimant union clearly provided for handling norms for bags below 66 kg. and management has unilaterally and arbitrarily without any consultation with RLC (C) and without complying with the mandatory requirements of Section 9A of the Act changed handling norms for below 66 Kg bags via circular No. 18/2005 dated 15/12/2005, Ex. MW 1/3. It was further asserted that the settlement already arrived at between the parties stands on a higher pedestal than even the award passed on adjudication. In this regard, reference was made to the case of P. Virudhachalam and Ors Vs. The Management Of Lotus Mills & Anr (1998 (1) SCC 650).

16. Learned A/R for the claimant union also urged that having accepted the recommendations of the Saxena Committee management cannot refer the matter to National Productivity Council, knowing fully well that there was already binding settlement dated 13/03/1995 mentioned above, between the parties. Learned A/R for the claimant union took pains to take the court through bipartite settlement of 1995 and report of Saxena Committee.

17. It was also urged on behalf of the Union that FCI handling Union was not a party to the judgement passed by the Hon'ble High Court of Bombay in case (PIL) NO.84/2014 titled 'Court on its own motion Vs. Union of India and ors' decided on 20/11/2015 nor the High Court has considered all the material aspects as well as question of violation of section 9A as well as 19B of the Act. Observations made by the Hon'ble to the effect that various incentive do not fall within the definition of wages as defined under section 2(A) of the Act is also patently against the provisions of the statute.

18. Lastly, it was urged that judgement passed by the Hon'ble High Court of Bombay is already in appeal in as much as SLP has been filed before the Hon'ble Apex Court, which is likely to be heard in the near future. Learned authorized representative, in all its fairness stated that no stay order of the judgement passed by the Hon'ble High Court of Bombay, Nagpur Bench, has been granted so far by the Hon'ble Apex Court. Reliance was placed upon various authorities of the Hon'ble Apex Court in support of the submissions and I would be referring to the same in subsequent paras while drawing my conclusions.

19. Per contra, Shri Om Prakash, authorized representative appearing on behalf of management supported the judgement already rendered by the Hon'ble High Court of Bombay where liberty has been accorded to FCI to implement the latest circular No.18/2005 dated 15/12/2005 Ex. MW 1/3. In fact, this

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circular remained in operation from December 2005 to March, 2006. Later on, the same was kept in abeyance by the FCI on account of raising industrial disputes by the various unions. They have also served management with strike notice. Learned A/R for the management also invited attention of the Court to the evidence of WW 2 wherein he has admitted that he expressed opinion on behalf of the union before the Saxena Committee.

20. It was also strongly urged on behalf of the management that there is no question of violation of provisions of section 19 (2) of the Act as previous settlement of 1999 is still in operation and is binding upon the parties. It was also submitted that there is no violation of section 19(2) of the Act by FCI as there is no change in the conditions of service.

21. Lastly, learned authorized representative urged that judicial discipline requires that when direction has already been passed by the Hon'ble High Court of Bombay in the same case between the parties, subordinate court as a matter of judicial propriety is required to follow the above directions. Therefore, demand raised by the union regarding withdrawal/revoking of the latest Circular No. 18/2005 dated 15/12/2005 is not legal nor justified. Learned authorized representative took pains to go through the various reports of ILC and Saxena Committee so as to buttress his submissions in the light of the changed scenario.

22. Before I proceed to consider the comparative merits of the submissions raised on behalf of either of the parties, it is necessary to refer to the judgement passed by the Hon'ble High Court of Bombay (Nagpur Bench) in 'court of its own Motion Vs. Union of India & anr" decided on 20.11.2015 wherein the Hon'ble High Court considered the question of implementation of the impugned circular No. 18/2005 dated 15/12/2005 Ex. MW 1/3 as well as other related issues regarding disparity of wages and incentives being paid to the departmental workers of FCI. A critical appraisal of the judgement would show that most of the points which have been raised during the course of arguments before this Tribunal was also the subject matter of the discussions before the Lordship of Hon'ble High Court . There is also reference to Saxena Committee. ILO Report as well as reference to M/s Deloittee Consultancy, who have given certain suggestions to FCI on the basis of comparative study for loading and unloading of sacks etc. It was also observed that on account of practice of engaging different type of handling system, there is glaring disparity in the matter of payment between the similarly situated departmental labours/ workers of FCI who are getting approximately Rs.80,000.00 per month whereas other similarly situated workers are hardly getting Rs10,000.00 per month. Keeping in view the report of the High Level Committee appointed by the Government of India, the impugned circular dated 15/12/2005 was issued by the Government, which has

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become the bone of contention between FCI and its workers. Finally, Hon'ble High Court of Bombay has given liberty to FCI to implement Circular No.18/2005 dated 15/12/2005 and directed in para 30 as under:

i. The Government of India is directed to decide the representation made by the FCI for grant of exemption under the provision of section 33 of the said Act within a period of one month from today in the light of observations made by us here in above within a period of one month from today.

ii. The Government of India shall decide the issue regarding de-notification of the depots of the FCI. In respect of which notification is issued u/s 10 of the said Act, within a period of six months from today, in the light of observations made by us hereinabove and the report of M/s Deloitte Consultancy and report of the High Level Committee appointed by the Government of India.

iii. We clarify that the respondent FCI would be entitled to transfer services of departmental laborers from one depot to another subject to protecting their salary and all other service conditions.

iv. We also clarify that the respondent Corporation would be at liberty to implement its policy of change in the Scheme of Incentives.

v. The Government of India shall also take a decision regarding abolition of system of departmental labourers in a phased manner or absorbing their services in other establishments as recommended by the High Level Committee.

23. During the course of arguments it was pointed out that Clause (iv) of para 30 is relevant for the purpose of the controversy in the case on hand and reference to this Tribunal, as discussed above is, 'Whether the demand of the Union for withdrawing the new incentive scheme announced vide circular No. 18/2005 dated 15/12/2005 is legal and justified? Most of the submissions raised on behalf of the union in the case on hand were also raised and considered by the Hon'ble High Court of Bombay in the above judgement and it was only thereafter directions detailed above were passed by the Hon'ble High Court.

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24. At this juncture, it is also appropriate to refer to the Bipartite Settlement Ex. WW1/1 of 13/03/1999 and incentive scheme arrived at between management of FCI and FCI Workers Union, which is as under:

S. No.	Handling Norms	Bags below 66 kg	Bags Above 66 kg
1.	Unloading from truck and stacking inside godown	105	70
2.	Unloading from wagon and stacking inside godown	90	60
3.	Unloading from wagon and dumping on platform	134	90
4.	Stacking inside godown removing the bags damped	140	90
5.	Destaking in godown and loading into trucks	110	70
6.	Destacking into godown and loading into wagons	94	60
7.	Unloading from wagons and loading into trucks	87	60
8.	Standardization/ Rebagging/42 filling bags with loose grain, including weighment	42	35
9.	Salvaging of damaged foodgrains including weighment.	30	20
10.	Breaking stack and restacking	140	90
11.	Weightment	82	60

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25. During the course of arguments, it was admitted that prior to issuance of Circular No.18/2005 dated 15/12/2005, above incentive scheme was being followed and later on considered throughout India and the same were conferring monetary benefits to the workers in the form of incentives. It is not out of place to mention here to mention here that with the change of time, need was felt to evolve a new policy for handling bags (loading and unloading) etc. and the new circular was issued by FCI after taking into consideration the recommendations of Saxena Committee, ILO Report as well as reference to M/s. Deloittee Consultancy. The principal contention of Shri Inderjit Singh learned authorized representative on behalf of the Union is to the effect that the new circular has been issued by the management without any consultation with the Union and without complying with the mandatory requirement of Section 9A of the Act. The new circular has changed the handling norms for below 66 kg of bag. Learned A/R for the Union also referred to the report of Saxena Committee, which was considered by the Finance Division and ultimately the said report was accepted in respect of handling bags weighing upto 50 kgs by the departmental workers in inland godown/depots. Slabs of output beyond norms bag weight have been kept the same as they are applicable in the existing piece rate scheme in case of weighing above 66 kgs. It is appropriate to mention here that the bipartite settlement of 13.03.1999 has not been revoked or rescinded by FCI; as such there is no merit in the contention of the FCI Union that there is violation of provisions of Section 9A of the Act, which clearly provides that no employer, who proposes to effect any change in the conditions of service applicable to any workman shall effect such change, without giving to the workmen likely to be affected by such change a notice in the prescribed manner of the nature of the change proposed to be effected.

26. It is appropriate to refer to the aforesaid judgement of High Court of Bombay wherein similar contention on behalf of the workmen to the effect that withdrawal of incentive would amount to change of condition of service was considered and rejected by the High Court by observing in para 20 as under :

"Para 20: We make it clear that we do not intend to pass any order which will have any effect on the service conditions of the departmental labourers employed by the respondent/ Corporation. However, it is to be noted that the High Level Committee itself has recommended discontinuing practice of the departmental labourers. The High Level Committee has noticed that there were about 370 labourers in the respondent/ Corporation who had got salaries of more than Rs. Four Lakhs per month. The Committee has therefore, recommended that they should be offered suitable VRS and this cadre be gradually phased out. The Committee has also recommended that there should be a cap on the incentive system, whereby now

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labourer is allowed to work more than 1.25 times the daily work. It is worth mentioning here that, by now it is a settled law that the incentive does not amount to a condition of service and is an additional payment to be made to an employee in addition to the salary and wages payable to him as per service conditions."

27. Learned A/R for the management also relied upon the case of Muir Mills Co.Ltd., Kanpur Vs. Its Workmen in Civil Appeal No.305 of 1959 decided on 07.04.1960, wherein the Hon'ble Apex Court considered the question of as in whether grant of withdrawal of production bonus or incentive bonus falls within the meaning of 'basic wage'. After considering the law on the subject, it was held that the term 'basic wage' never includes additional emoluments which the workman may earn on the basis of a system of bonus related to productions.

28. Yet in another case, i.e. Bharat Electronics Ltd., Bangalore Vs. Industrial Tribunal, Karnataka, Bangalore and another, decided on 13/05/1990 by Full Bench of the Hon'ble Apex Court wherein the question as to whether night shift allowance forms part of wages in the context of section 32 (2) (b) of the Act was dealt with. In the said case, drivers of the management worked on night shifts on rotational basis and workmen used to get a variable night shift allowance, which was later on altered. After referring to the definition of wages defined under section 2(rr) of the Act, it was held that night shift allowance, which was later on altered. After referring to the definition of wages defined under section 2 (rr) of the Act, it was held that night shift allowance can never be part of wages even though the drivers had not virtually worked on night shifts. Accordingly, it was held that section 33 (2) (b) of the Act, is not attracted even if night shift allowance is denied to such drivers/workmen.

29. It is also apposite to mention here that WW2 Shri Pramod Kumar Nayak has admitted in his testimony recorded on 29.10.2012 that at the time of signing of bipartite settlement Ex. MW1/W2 (1999 policy), gunny bags of 50 kg was not in use and this witness has further clarified that he cannot affirm or deny that bag of 50 kg was accepted for previously eight of the bags in use used to be above 66 kg and in the year 1999 when bipartite settlement had become operations bags weighing 50 kg. were not at all in use. Therefore, bipartite settlement of 1999, in fact, was meant for bags of 95 kg or 66 kg and above. This Tribunal cannot ignore the fact that Hon'ble High Court of Bombay has dealt at length with this aspect of the matter and observed that Central Government was sitting idle over the matter since long. No doubt as observed by the Hon'ble High Court of Bombay, workers are required to be paid handsome wages but disparity in wages which departmental workers of FCI are getting is so high that the same warranted action

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from judicial side from the Hon'ble High Court. It was against this background that direction No. (iv) was issued by the Hon'ble High Court, in para 30 of its judgment wherein liberty was accorded to FCI to implement circular No. 18/2005 dated 15/12/2005.

30. As discussed above, FCI has, in fact, implemented the above circular in some States but later on due to raising of industrial disputes by the Unions, same was not implemented, resulting of dispute by this Union.

31. Contention of FCI (Handling) Worker Union regarding violation of provision of section 19 (2) of the Act, is without any merit and is liable to be rejected for the reason that the previous settlement is still in operation, as is clear from pleadings of the parties as well as written submissions submitted on behalf of the management. Since previous bipartite settlement has neither been rescinded nor revoked, therefore, it shall be deemed to be in operation for all intent and purpose. Moreover, issue before this Tribunal is not whether Circular No. 18/2005 dated 15/12/2005 Ex. MW 1/3 is bad for non compliance of provisions of section 9A or 19 (2) of the Act nor this Tribunal is required to decide whether incentive is part of basic wage or not or whether withdrawal of such incentive amounts to change in conditions of service of the workman. The only limited issue to be decided by the Tribunal is whether the demand of the workman in terms of the reference is legal and justified.

32. During the course of arguments learned A/R for the claimant union heavily relied upon the case of Air India Corporation, Bombay Vs. V.A Rebellow and Anr (1972 (3) SCR 606). I have gone through the ratio of law in this case and bare perusal shows that Hon'ble Apex Court has primarily dealt with the provisions of section 33 and section 33A of the ID Act which deals with discharge on punishment of workman, pending dispute. Basic object of these two sections appear to project the workman pending conciliation proceedings. Proceedings by way of reference under section 10 of the Act against victimisation by the employes. To achieve this objective a ban subject to certain condition has been imposed under section 33 of the Act on the ordinary vright of the employ to alter the terms of his employees services to their prejudice or to terminate their services during tendency of the proceedings. There is hardly any dispute with the noble object contained in the above two sections but so far as the present case is concerned, as discussed above. Hon'ble High Court of Bombay has already considered the material submissions raised by FCI union and it was only thereafter certain directions in the manner stated above, were passed by the Hon'ble High Court of Bombay. Admittedly, an appeal is pending before the Hon'ble Apex Court but fact of the matter is

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neither the appeal has been admitted so far nor any stay has been granted by the Hon'ble Apex Court. Law is fairly settled that though an appeal is continuation of the proceedings, but order passed by an inferior or lower court which is subject matter of appeal will not remain in abeyance for the simple reason that an appeal has been filed. A party has a right to enforce judgement, order of award passed by Competent Court or Tribunal so long as it is in operation and not stayed by the higher Courts. This proposition of law was not disputed by either of the learned authorized representatives.

33. I have also gone through narration in Gujarat Agricultural University Vs. All Gujarat Kamdar Karamchari Union (AIR 2010 SCC 2507) wherein the Hon'ble Apex Court also dealt with the provisions of section 19 and 33 of the ID Act. Question regarding change of condition of service pending adjudication was also subject matter of dispute before the Court. In the said case, in fact, there was change in weekly off, which was held to be change in conditions of service. In para 15 and 16 of the judgement, it was held as under:

15. In Lilly Kurian this Court said:

"13. The expression "conditions of service" covers a wide range, as explained by the Privy Council in N.W.F Province V. Suraj Narain [AIR 1949 PC 112], which was approved by this Court in State of UP VS Babu Ram [AIR 1961 SC 751]. These decisions and also a later decision of this Court in State of MP VS Shardul Singh (1970), 1 SCC 108] have made it clear that the expression 'conditions of service' includes everything from the stage of appointment to the stage of termination of service and even beyond, and relates to matters pertaining to disciplinary action. Thus, the expression "conditions of service" includes everything from the stage of appointment to the stage of termination of service and even beyond and relates to matters pertaining to disciplinary action. Thus, the expression "conditions of services" as explained in the decisions of the Privy Council and of this Court includes the power to take disciplinary action. The rules regarding these matters are contained in Chapter 57 of the ordinances. The management of a private college under Ordinance 33 (2) is constituted the appointing and the disciplinary authority in respect of imposition of punishment. In the course of any disciplinary proceedings, a right of appeal before the Vice-Chancellor is given to a teacher dismissed from service under Ordinance 33 (4) of the Ordinances. The High Court thus rightly held that the right of appeal conferred by Ordinance 33 (4) forms part of the 'conditions of service' and, therefore, is valid".

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16. It is true that daily wagers are not holders of a post but the expression conditions of service occurring in section 33 (1) (a) is not restricted to the holders of post. The expression, 'conditions of services' is of wide range and relates to the workmen who may be temporary, adhoc, daily rated, permanent, semi permanent or otherwise. What section 33 provides is that, inter alia, during the pendency of any proceedings before the Labour Court or Industrial Tribunal in respect of an industrial dispute, the employer shall not in regard to the matter connect with the dispute, change conditions or service prejudicially to such workmen. We find no merit in the contention that since daily rated employers do not hold any post and, therefore, there are no conditions of service for such employees."

34. Learned A/R for the claimant union strongly urged that the impugned circular No. 18/2005 dated 15/12/2005 amounts to change in conditions of service as workmen are likely to get less incentive than what they were getting under the bipartite settlement of 1999. Though there is considerable force in the submissions raised on behalf of the union but having regard to the fact that Hon'ble High Court of Bombay has already considered all these aspects of the matter and the fact that previous bipartite settlement in 1999 is still in operation, as such, this Tribunal is not in a position to entertain the plea that the latest circular of 2005 amounts to change in conditions of service in terms of provisions of section 33 of the Act.

35. In para 19 of the judgement in Gujarat Agricultural University (supra), Hon'ble Apex Court has dealt with provisions of Section 19(2) and 19(6) of the ID Act, which deals with the period of operation of settlement and awards. Since FCI workers Union has also participated in deliberations of Saxena Committee as is clear from the depositions of Shri Pramod Kumar Nayak WW2 and latest circular of 15/12/2005 has been issued keeping in view the recommendations of Saxena Committee, ILO Report M/s. Deloitte Consultancy as well as High Level Committee appointed by the Government as such, this Tribunal is of the opinion that the demand of the FCI Union is neither legal nor justified under the law. As such, the workman are held to be not entitled to any relief, particularly when liberty has been accorded to FCI under clause (iv) of para 30 of the judgement of High Court of Bombay in the PIL mentioned above, to implement the same. Judicial discipline and judicial propriety requires that subordinate court or Tribunal are legally supposed as well as required to adhere to the directions passed by the High Courts in a case between the parties and it is neither feasible nor permissible under the law for a subordinate court to take a different view than the one taken by a High Court, unless there is a pronouncement made to this effect by the Hon'ble Apex Court.

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36. Having said so, the Tribunal is of the view that in the wake of the judgement of Hon'ble High Court of Bombay, discussed above, wherein recommendations of the Saxena Committee, ILO Report as well as High Level Committee appointed by the Government of India (Ministry of Food, Consumer Affairs and Public Distribution), have been discussed in extenson and grave concern expressed by the Hon'ble High Court for not implementing the recommendations contained in the said report, the Tribunal is of the considered opinion that Government as well as Food Corporation of India is well within its powers to take policy decision regarding norms to be followed in loading and unloading sacks etc. Accordingly, it is held that demand of the FCI unions for withdrawing the new incentive scheme announced vide circular No. 18/2005 dated 15.12.2005 is neither legal nor justified under the law. Reference is answered accordingly. An award, is accordingly, passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated: July 5, 2016

**A.C. DOGRA, PRESIDING OFFICER**

## **FOOD CORPORATION OF INDIA**

**NEW DELHI, THE 11TH JULY, 2016**

S.O. 1475- In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Reg. No.115/2005) of the Central Government Industrial Tribunal cum Labour Court, Asansol, as shown in the Annexure in the Industrial Dispute between the management of Satgram Area, of Eastern Coal Fields Limited and their workmen, received by the Central Government on 11.07.2016.

[No. L 22012/418/2004-IR (Cm-II)]

**RAJENDER SINGH, SECTION OFFICER**

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT: SRI PRAMOD KUMAR MISHRA, PRESIDING OFFICER

REFERENC NO. 115 OF 2005

# FOOD CORPORATION OF INDIA

ANNEXURE 97

Pil84.14 odt.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY,  
NAGPUR BENCH, NAGPUR

PIL NO. 84 OF 2014

COURT ON ITS OWN MOTION

...PETITIONER

**VERSUS**

1. Union of India  
Through its Secretary  
Ministry of Food, Consumer  
Affairs and Public Distribution  
Krishi Bhawan  
New Delhi 110001
2. The State of Maharashtra  
Through its Secretary,  
Ministry of Industries,  
Energy and Labour  
Mantralya,  
Mumbai 400 032
3. The Chairman and Managing Director  
Director, Food Corporation of India Headquarters  
16-20, Barakhamba Lane, Khadya Sadan  
New Delhi 110001

## FOOD CORPORATION OF INDIA

4. The Executive Director  
(Western Zone)  
Food Corporation of India  
Zonal Office, New Building,  
Rajendra Nagar, Datta Pada  
Road, Borivali(East)  
Mumbai 400 066
  
5. The General Manager  
(Maharashtra)  
Food Corporation of India  
Zonal Office, New Building,  
Rajendra Nagar, Datta Pada  
Road, Borivali(East)  
Mumbai 400 066
  
6. Area Manager,  
Food Corporation of India,  
District Office, Ajni Chunbhatti Road,  
Nagpur 440015
  
7. The Maharashtra Mathadi  
Hamal and other Manual Workers  
Board, Nagpur  
...RESPONDENTS

## FOOD CORPORATION OF INDIA

Mr.S.P. Bhandarkar, Adv-amicus curiae

Mr.A. Joshi, Adv for respondent No.1

Mrs. B.H.Dangre, G.P. for respondent No.2

Mr. Y.R.Rao, Sr. Adv for respondent No3

Mr.K.H. Deshpande, Sr. adv with Mr. Ashwin Deshpande

and Mr. S.R.Deshpande, Adv for respondent Nos 4 to 6

Mr. M.R.Pillai, Adv for respondent no.7

Mr. V.P. Marpakwar, Adv. For the applicant/ Intervener.

CORAM: B.R. GAVAI &  
P.N. DESHMUKH, JJ

DATE: 20/11/2015

## FOOD CORPORATION OF INDIA

ORAL JUDGEMENT (per B.R. Gavai, J):

1. One of the learned Judges of this Court noticed a Newspaper item in the daily "The Times of India" wherein it was reported that, in the depots run by the Food Corporation of India (hereinafter referred to as "the Corporation"), some of the departmental loaders were earning as much as Rs. 4,00,000/- p.m. The News item also reflected abuse of Government funds, inefficiency and reluctance on the part of the Authorities to act sternly against various persons who have indulged in siphoning of the Government funds. It was also reported that some of the loaders of the Corporation clandestinely engage the services of other persons by paying paltry amount to them, when under the incentives Scheme they are getting huge amount from the Food Corporation of India. It was also alleged that this was done in collusion with the Officers of the Corporation. The learned Judge of this Court, therefore, directed the said News item to be treated as a 'Public Interest Litigation'. Accordingly, the present P.I.L. has been registered.

2. Taking into consideration importance of the matter, we requested Mr. S.P. Bhandarkar, learned Counsel to assist us as an amicus curiae. Mr. Bhandarkar graciously accepted our request and with great labour and research, has assisted us in the present petition.

3. In response to the notice issued by this Court, the respondents have also filed their response on an affidavit.

4. Heard Mr. S.P. Bhandarkar, learned amicus curiae, Mr. Y.R. Rao, learned Counsel for respondent No. 3, Mr.K.H. Deshpande, learned Senior Advocate for respondent nos. 4 to 6 and Mr. V.P. Marpakwar, learned Counsel for the Interveners. Mr. V.P. Marpakwar, learned Counsel submitted that the intervention is filed on behalf of the Union of departmental labourers only to submit that their service conditions cannot be changed to their detriment.

5. Though the respondents have denied the allegations regarding large scale engagement of proxy labourers and involvement of senior officers in the said racket, perusal of the affidavit-in-reply filed by the respondents itself would reveal that, atleast some of the allegations which are made are not without substance.

6. Affidavit-in-reply filed on behalf of respondent nos. 3 to 6 by Mr. Chandresh s/o Baburao Thakre, Area Manager of Food Corporation of India at Nagpur would reveal that it has found some of the instances of engaging proxy labourers. The Corporation, therefore, has already issued strict instructions vide letters

## FOOD CORPORATION OF INDIA

dt. 20.2.2014 and 7.11.2014 to all the Field Offices directing them not to allow any proxy labourer and has also instructed them to take necessary disciplinary action wherever any such instance is found.

7. Be that as it may, the affidavit-in-reply filed as also the material placed before us by the respondent/Corporation would clearly show that huge payments are made to the departmental labourers engaged by the Corporation. No doubt we will be happy if this trend progresses and every labourer in the country is in a position to receive Rs. 1.5 Lacs to Rs. Two Lacs per month by way of wages. But the ground reality is that though the departmental labourers engaged by the respondent/Corporation are getting an amount of Rs. 1.5 Lacs upwards per month, vast majority of the labourers in the country remain unemployed and they are required to live with meagre wages which are not at times in three figures.

8. We appreciate the stand taken by Mr. K.H. Deshpande, learned Senior Advocate for respondent nos. 4 to 6 and Mr. Y.R. Rao, learned Advocate for respondent no. 3 in placing the entire factual matrix before us. Mr. Rao fairly stated that, on account of certain difficulties which are beyond the control of respondent/Corporation, the respondent is required to unnecessarily incur the expenditure of more than Rs. 1800 Crores per year.

9. Some of the difficulties expressed by the Corporation and also noticed and pointed out to us by the learned amicus curiae appear to be thus :

a) The Government of India has issued notifications in respect of various depots for prohibition of employment of contract labourers under the Contract Labour (Regulation and Abolition) Act, 1970 (hereinafter referred to as "the said Act"). It is submitted that, on account of notifications issued prohibiting engagement of contract labourers, the respondent has no other option than to engage the services of departmental labourers. It is further submitted that though the Corporation has approached the Government of India for exemption under the provisions of Section 31 of the said Act, the Central Government is sitting idle over it.

b) The Hon'ble Apex Court has directed equalization of wages payable to the Labourers working in the various depots of the Corporation on par with the wages of the employees at Calcutta Port and the Godowns in Calcutta City Complex. It is submitted that whenever wages of employees in the Calcutta Port and Calcutta City complex are increased, ipso facto the wages of all the employees are required to be increased.

## FOOD CORPORATION OF INDIA

c) Though size of the sacks which was originally 95 kg and below has been now reduced to 50 kg and below and the incentive which was earlier payable at a higher rate is sought to be reduced, the same cannot be implemented on account of departmental Labourers approaching the Industrial Courts.

d) It is submitted that though the wages payable to the departmental labourers at all the depots are now identical and that an attempt has been made by the respondent/ Corporation to transfer the departmental Labourers from one depot to another, the departmental Labourers are refusing to join the services at the transferred place on the ground that the said amounts to change in the condition of service . It is submitted that, on account of this factor, there is surplus of 1594 employees at various depots and on the other than, there is deficit of 3180 labourers at other depots.

10. The respondent / Corporation had appointed one reputed International firm namely M/s Deloittee Consultancy for giving certain suggestions for bringing out efficiency in the functioning of the Corporation, which was submitted its report. The report is on the basis of figures available in the financial year 2012-13. Perusal of the report would reveal that , on an average 65% of the yearly volume is handled in the top 30% of the days. It is further stated therein that average number of days when handling operation took place is 255. It is further, stated that, on an average, there was no work for 110 number of days.

11. The respondent/ Corporation, in addition to the aforesaid two systems, is also engaged in two other systems which are known as "Direct Payment System" and "No Work, No Pay System".M/s Deloittee Consultancy has done a comparative study of work done through the departmental Labourers and under the Contract system so also the "Direct Payment system" and "No Work and No Pay System". The comparative handling costs for all the four systems are mentioned din the report in paragraph 13, which are mentioned herein thus:

Handling cost for the year 2013-14

Departmental System	66.3
DPS	21.4
NWNP System	8.54
Contract Labour System	7.77

12. It could thus be seen that the handling cost for the Departmental System is Rs.66.3, for DPS system it is Rs.21.4, for NWNP system - it is Rs.8.54 and for the contract Labour system - it is Rs.7.77.

## FOOD CORPORATION OF INDIA

13. M/s Deloitte Consultancy has also made a comparative study of time taken for loading and unloading of rakes and also for demurrage/ wharfage incurred by the corporation. In so far as the time taken for loading and unloading is concerned, the result of the comparative study is as under:

Labour type	Loading (2010-11)	Loading (2011-12)	Unloading (2010-11)	(No.of Hours Unloading (2011-12)
Departmental	13:13	14:38	19:25	22:01
Contract	11:46	11:11	13:40	16:06

In so far the demurrage / wharfage incurred by the Corporation is concerned, the result of the comparative study is as under:-

S. No.	Zone / Region	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12
1.	NEF Zone						
2.	East Zone						
3.	South Zone						
4.	North Zone						
5.	West Zone						
	G.Total						

## FOOD CORPORATION OF INDIA

Details of result regarding comparative study in respect of trend of detention of rakes and incurrence of demurrage at the rail heads and FCI owned siding areas under:-

(2010-2012)

	<b>Railway siding</b>	<b>Railway siding</b>	<b>Railhead</b>	<b>Railhead</b>
Labour type	Avg. detention (in hrs)	Ave. Demurrage Paid (Rs./Rake)	Avg. Detention (in hrs)	Avg. Demurrage paid (Rs./rake)
Departmental	17.16	1,34,002	8.13	38,029
Contract	109.45	61,654	6.36	30,577

14. It could thus be seen that, so far as the speed of loading and unloading is concerned, the contract system is more efficient as compared to the Departmental system. It could also be seen that whereas the average demurrage paid is Rs.38,029 per rake for the Departmental System, it is Rs.30,577/- per rake for the contract system. It would thus be seen that, taking into consideration all the aspects including cost, speed and demurrage, the contract system is much more beneficial to the Corporation as compared to the Departmental System.

15. The government of India, Ministry of Consumer Affairs, Food and Public Distribution of Food and Public Distribution, New Delhi finding that the Corporation is plagued with several functional and cost inefficiencies, which need to be removed for efficient management of good grains and saving costs, had set up a High Level Committee for removing the said inefficiency and giving suggestions for efficient management of the Corporation and saving costs vide order dated 20.08.2012. The High Level Committee was consisting of the following persons:

- |  |                           |
|--|---------------------------|
| a. Shri Shanta Kumar,                        | MP Chairman               |
| b. Chief Secretary, Govt. of Punjab or his   | Representative Member     |
| c. Chief Secretary, Govt. of Chhattisgarh or | His representative Member |
| d. Prof. G. Raghuram, Dean, IIM Ahmedabad    | Member                    |

## FOOD CORPORATION OF INDIA

- |   |   |
|---|---|
| e. Dr Ashok Gulati, Former Chairman,      | Commission for Agriculture Costs & Prices, GOI Member |
| f. Prof. Gunmadi Nancharaiah, Dean School | Member Of Economics, University of Hyderabad          |
| g. Chairman cum Managing Director FCI     | Member & Convenor                                     |
| h. Shri Ram Sewak Sharma, Secretary       | Special Invitee (for & IT) the use of Technology      |

16. The High Level Committee, after making elaborate study and consulting various stakeholders, including the state Governments has prepared a detailed report and submitted it to the Government of India on 19.01.2015. The said committee has specifically considered the issue related to the labourers. It will be relevant to refer to paragraph no.3.6 of the said report, which is as under:

"3.6 Issues related to Labour

The new rule and structure of FCI, as envisaged above, raised a question of what would happen to large number of workers currently working with FCI, directly or indirectly. As indicated in Chapter 2, there are about one lakh contract workers who work through contractors, and they do the hardest job at market rates, which hovered around Rs.10,000/- per month for the years 2012-13 and 2013-14.

In contract, the cost departmental labour turns out to be 7 to 8 times higher than the contract labour.

Table: 3.4 average Salaries of Workers per month.

Financial Year	Average salary (in Rs. (cost per worker per month)			
	Departmental System	DPS system	NWNP System	Contract System
2009-10	38459	11606	n.a.	n.a.
2010-11	53389	14390	6855	4260
2011-12	53663	15490	9835	5223
2012-13	71538	22124	3456	10149
2013-14	78549	22975	4062	9774
April to Nov 2014	**79588	26606	n.a.	n.a.

## FOOD CORPORATION OF INDIA

NOTE: Some of the cases earnings exceed 4 Lakhs, include arrears of wage revision w.e.f. 1.1.2012.

\*\*\*this figure is not including the other account heads which form about 22% (as per the Accounts Divisions statement showing Dept. salaries for Financial Year 2012-13) of the total emoluments paid to the Departmental labour.

The contract labour can easily be absorbed by state governments or private sector whichever agency takes over the functions of FCI with respect to procurement, stocking and movement HLC recommends that their conditions be improved by offering them better facilities.

However, there is an issue of departmental labour of FCI for loading/ unloading etc. which gets an average salary of more than Rs.79,000/- per month (in 2014). This is 7-8 times higher than what contract labour gets. There were more than 370 persons in FCI labour that got salaries of more than Rs.4 Lakhs/ per month. HLC has taken a serious note of this, and FCI's system of so called incentives that allow this. This practice needs to stop. With transfer of much storage and movement functions to states, this departmental labour of FCI will become surplus. HLC recommends that they be offered suitable VRS and this cadre be gradually phased out. And to do that, first thing will be to put a cap on the incentive system, where by no labour is allowed to work more than say 1.25 times the daily work agreed with Labour unions. Second, those depots where this problem of departmental labour exists must be mechanized on priority basis so that reliance on such labour reduces substantially. Third, these depots should be de-notified in consultation with labour ministry.

With this new role of FCI, HLC believes that it can play a pivotal role in ensuring that benefits of grain management policies (from procurement to DPS) reach larger number of farmers and consumers in a more cost effective and sustainable manner, and food security is guaranteed in a sustainable manner."

17. Perusal of the report would show that, on account of practice of engaging different types of handling systems, there is glaring disparity in the matter of payment, between the similarly circumstanced workers. The workers who are doing the work through contractors are getting approximately Rs.10,000/- p.m. whereas the salaries payable to the departmental labourers is approximately Rs.80,000/- p.m. Not only this, but the affidavit filed on behalf of the Respondent/ corporation would reveal that the payment of about Rs. Four lakhs which was referred in the daily "the times of India" was on account of arrears which were to be paid to the departmental labourers for a period of 2 ½ years. However, perusal of the affidavit would further

## FOOD CORPORATION OF INDIA

reveal that on an average payment made to the departmental laborers is to the tune of Rs.1.41 lakhs per month. It is stand of the Corporation that higher payment is on account of incentives. It is stated that the work is not of perennial nature. It is further submitted that wherever provisions of section 10 of the said Act are made applicable, the Corporation is left with no other alternative but to engage the services of departmental labourers. It is, therefore, submitted that though salary payable to the departmental Labourers is fixed, whenever the railway rake arrive, the work is required to be undertaken through the same departmental labourers which results in payment of higher incentives.

18. It could thus be seen from the report of experts appointed by the Corporation as well as the High Level Committee appointed by the Government of India, that huge cost is required to be incurred by the respondent - Corporation by engaging labourers as per the system of departmental Labourers. It is submitted on behalf of the Corporation itself that, in the event the provisions of section 10 of the said Act are not made applicable to its depots, the Corporation would save approximately an amount of Rs.1800 crores per year. The said figures are on the basis of the report conducted during the financial year 2012-13. The figures in the present financial year may even go higher.

19. It could thus clearly be seen that, on account of the respondent/ corporation not being permitted to engage contract labourers, the public exchequer is required to suffer huge losses to the tune of Rs.1800 crores or more.

20. We make it clear that we do not intend to pass any order which will have any effect on the service conditions of the departmental Labourers employed by the respondent/ corporation. However, it is to be noted that the High Level Committee itself has recommended discontinuing practice of departmental Labourers. The High Level Committee has noticed that there were about 370 labourers in the respondent/ coreporation who had got salaries of more than Rs. Four lakhs per month. The committee has, therefore, recommended that they should be offered suitable VRS and this cadre be gradually phased out. The committee has also recommended that there should be a cap on the incentive system, whereby no labourer is allowed to work more than 1.25 times the daily work. It is worth mentioning there that, by now it is settled law that the incentive does not amount to a condition of service and is an additional payment to be made to an employee in addition to the salary and wages payable to him as per the service conditions.

## FOOD CORPORATION OF INDIA

21. The committee has also recommended mechanization of depots on priority basis so that reliance on such Labourers reduces substantially. The committee has also recommended dew-notification in consultation with Labour Ministry. It is pertinent to note that though the Central Government has made applicable provisions of Section 10 of the said Act to some of the depots, there is no notification issued in respect of various other depots and at such depots including various depots in the State of Maharashtra, the respondent/corporation is engaging services of contract labourers.

22. We fail to understand as to why when the High Level Committee appointed by the Government of India has issued various recommendations for streamlining functioning of the respondent/ Corporation and bringing efficiency in it, the Government of India has taken any steps, though almost a period of 11 months has lapsed from the date of submission of the said report.

23. At the cost of repetition, we make it clear that we are not against the Labourers getting handsome wages and incentives. However, at the same time, the situation which permits glaring disparities cannot be permitted to exist. ON one hand there are persons doing similar work getting Rs.10,000/- p.m. and on the other hand, there are 370 labourers working with the same Corporation doing the same work who are getting an amount of Rs.four lakhs per month (approximately) . As already stated hereinabove, we would be happy if every laboruer in this country gets a salary of Rs.four lakhs or more. However, it isground reality that, for the same work, one person gets an amount of Rs. Four lakhs and the another person gets an amount of Rs.8,000/- toRs.10,000/- per month.We find that such a psotion would also be violative constitutional mandate. In a salary which one person gets i.e. an amount of Rs.four lakhs (approximately), 40 such other persons can be accommodated in a country which is facing large scale unemployment and the families of such 40 persons can be maintained in that amount. It will not be out of place to refer to article 38 of the Constitution of India. Article 38 mandates the State to strive to minimise inequality in income. The present situation permits a huge difference in wages to be paid to two sets of employees, doing some work.

24. We fail to understand as to why the Government of India has not acted upon the report of the said High Level Committee for de-notifying the depots. We also fail to understand as to how the provisions of Section 10 of the said Act could be made applicable to other sets of depots, especially when the work being carried out is of the same nature. It will be relevant to refer to the provisions of section 10 of the said act.

## FOOD CORPORATION OF INDIA

### 10. Prohibition of employment of contract labour:

(1) Notwithstanding anything contained in this Act, (but, subject to the provisions of clause (c) of sub section (5) of section 1), the appropriate Government may, after consultation with the Central Board, or, as the case may be, a State Board, Prohibit, by notification in the Official Gazette, employment of contract labour in any process, operation or other work in any establishment.

(2) Before issuing any notification under sub section (1) in relation to an establishment, the appropriate government shall have regard to the conditions of work and benefits provided for the contract labour in that establishment and other relevant factors, such as:

(a) Whether the process, operation or other work is incidental to, or necessary for the industry, trade, business, manufacture or occupation that is carried on in the establishment;

(b) Whether it is of perennial nature, that is to say, it is of sufficient duration having regard to the nature of industry, trade, business manufacture or occupation carried on in that establishment;

(c) Whether it is done ordinarily through regular workmen in that establishment or an establishment similar thereto.

(d) Whether it is sufficient to employ considerable number of whole time workmen

**Explanation:** If a question arises whether any process or operation or other work is of perennial nature the decision of the appropriate Government thereon shall be final.

25. Before issuing notification u/s 10 (1) of the said Act, the appropriate Government is bound to take into consideration the factors which are mentioned in sub section 2 of the said Act. It will be relevant to refer clause (b) of sub section 2 (cited supra), which requires to take into consideration as to whether the work is of perennial nature i.e. it is of sufficient duration having regard to the nature of industry, trade, business, manufacture or occupation carried on in the establishment. As could be seen from the report of M/s Deliottee Consultancy, on an average of 65% of the yearly volume is handled in the top 30% of the days. It could further be seen that whereas handling operations took place on 255 days i.e. on an average, there was no work for 110 number of days. It is pertinent to note that availability of work depends on arrival of railway rakes at the depots. Number of rakes arriving at a particular depot may differ from depot to depot and from time to time. We, therefore, prima facie find that it cannot be said that the work is of perennial nature.

## FOOD CORPORATION OF INDIA

26. Clause (c) of section 10 (2) of the said Act (cited supra) requires the appropriate Authority to consider as to whether the work is done ordinarily through regular workman in that establishment or an establishment similar thereto. As has been pointed out hereinabove, the Government of India has notified some of the depots and not all the depots which are run by the said Corporation. We fail to understand as to why the work at some of the depots cannot be permitted to be done by the contract labourers when, at the other depots, when the nature of work is the same and the employer is also the same, the work is done through the contract labour system. It is pertinent to note that M/s Deliott Consultancy has also done a comparative study in respect of similar work having been done by the similarly circumstanced employees like the employees of the Corporation. Report of M/s Deliott Consultancy states that except that the Food Corporation of India, in all other similar establishments, the work is being executed by the contract labour system. We are of the view that when the experts report and the report of the High Level Committee have brought all the above aspects to the notice of the Government of India, the Government of India ought to have taken necessary steps for de-notifying the depots of the Corporation which are covered u/s 10 of the said act.

27. We also fail to understand as to why the departmental labourers should not be transferred from one depot to another depot. As could be seen from the judgement of the Apex Court in the case of Food Corporation of India Worker's union Vs. Food Corporation of India and others (writ petition (civil) No.222 of 1984, dated 20th July, 1990) reported in 1990-II-LLN-664/1990(supp) SCC 296. It was the contention of the said corporation that there cannot be similar wages at different depots since services of the departmental Labourers were not transferable. The said contention has been rejected by their lordships of the Apex Court. By now it is a settled principle of law that transfer is an incidence of service. When wages and all other service conditions of departmental Labourers working at different depots are identical, We see no reason as to why their services could not be transferred from one depot to another. As has been submitted by the Corporation, 1594 departmental labourers are getting salary without any work; whereas at some of the depots, there is huge deficiency of labourers.

28. We further also fail to understand as to why the Food Corporation of India should not be in a position to change the amount of incentives to be paid to the departmental labourers per sack. When the size of the sacks has been reduced from 95 kg and below to 50 kg and below, there is no reason as to why there should not be proportionate reduction in the amount of incentives paid per sack.

## FOOD CORPORATION OF INDIA

29. In that view of the matter, we find that it will be in the interest of justice to issue certain directions to the respondent/ Corporation as well as the Union of India so as to ensure that huge amount of public exchequer is not wasted and can be utilized for better purposes.

30. In that view of the matter, we dispose of the present public interest litigation by passing the following order.

(i) The Government of India, is directed to decide the representation made by the Food Corporation of India for grant of exemption under the provisions of section 31 of the said Act within a period of one month from today, in the light of observations made by us hereinabove within a period of one month from today.

(ii) The Government of India shall decide the issue regarding de- notification of the depots of the Food Corporation of India, in respect of which notification is issued u/s 10 of the said Act, within a period of six months from today, in the light of observations made by us hereinabove and the report of M/s Deliott Consultancy and the report of High Level Committee appointed by the Government of India itself.

(iii) We clarify that the respondent/ food corporation of India would be entitled to transfer the services of departmental labourers from one depot to another subject to protecting their salary and all other service conditions.

(iv) We also clarify that the respondent/ Corporation would be at liberty to implement its policy of change in the Scheme of incentives.

(v) The Government of India shall also take a decision regarding abolition of system of departmental labourers in a phased manner or absorbing their services in other establishments as recommended by the High Level Committee.

31. We express our gratitude to Mr. S.P. Bhandarkar, learned amicus curiae, Mr. K.H. Deshpande, learned Senior Advocate, Mr. Y.R.Rao learned Counsel and Mr. V.P. Marpakwar, Learned Counsel for assisting this Court in deciding the issue in question, which will have an effect of saving huge public exchequer.

JUDGE

JUDGE

JAISWAL

# FOOD CORPORATION OF INDIA

Annexure 98

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED 17.08.2016

CORAM:

THE HON'BLE Mr. Justice N. KIRUBAKARAN

**W.P. Nos 26628 to 26630 of 2016; W.P.Nos 27697 of 2016 to 27699 of 2016 and W.P. Nos 38910 to 28913 of 2016 and WMP Nos 22824, 22826 and 22828 of 2016; 23852 to 23857 of 2016; 24975 to 24977 of 2016; 24978 to 24980 of 2016; 24981 to 24983 of 2016 and 24984 to 24986 of 2016.**

**C.S. Saran Kumar**

**..Petitioner in W.P. 26628 of 2016**

**Vs.**

1. The Union of India  
Rep. by its Secretary,  
Ministry of Labour,  
Shram Shakti Bhawan  
New Delhi 110001
2. Ministry of Consumer Affairs  
Food and Public Distribution  
Rep by Its Secretary, Krishi Bhawan  
New Delhi.
3. The Food Corporation of India.  
Rep by its Chairman cum Managing Director  
16-20 Barakhamba Lane  
New Delhi 110001      ... Respondents in W.P. no.  
26628 of 2016

## FOOD CORPORATION OF INDIA

**Prayer in W.P. No. 26628 of 2016:** Writ Petition filed under Article 226 of the Constitution of India for a Writ of Certiorari to call for the records of the 1st Respondent in connection with its notification bearing No. SO 2327(E) dated 06.07.2016 and quash the same:

For Petitioners : Mr.R.Srinivas for Mr. Velmurugan

For Respondents : Mr. G.Rajagopalan

Additional Solicitor General for R1 & R2

Assisted by Mr. Sivabharathi, learned

Central Government Counsel in WP.

Nos 27697 to 27699 of 2016.

Mr. S.Vijayakumar for R3

### COMMON ORDER

The petitioners are working as labourers under the Food Corporation of India and they are challenging the notification issued by the Central Government under Section 31 of the Contract Labour (Regulation and Abolition) Act, 1970 granting exemption to the Food Corporation of India Depot from all the other earlier notifications issued, to start with on 29.06.1989.

2. According to the petitioners, they were originally employed as contract labourers by Food Corporation of India, and they raised dispute before the Industrial Tribunal, Madras in ID NO.55 of 1993 and ID No. 39 of 1992, which directed the Food Corporation of India/ 3rd respondent to regularize their service vide awards dated 29.07.1998 and 19.02.1997 respectively. The award was challenged by the Zonal Manager, Food Corporation of India, Chennai before this Court in WP Nos 11416 and 12416 of 1999 and the same was dismissed by the learned Single Judge of this Court on 14.08.2003. Against the said dismissal of the Writ Petitions by the Learned Single Judge, the Writ Appeals were preferred before the Division Bench of this Court in Writ Appeal Nos 3382 and 3383 of 2013. After hearing the parties, the appeals were dismissed on 13.12.2006. Against which, Special Leave Petitions were preferred by the Food Corporation of India. The petitioners continued to be employed under the Food Corporation of India without regularization, pending SLPs before the Supreme Court. It is contended by Mr. Vijaya Kumar, learned Counsel for 3rd respondent that pursuant to the Award passed by the Industrial Tribunal, all the workers covered under the award got the benefit under clause 12 (3) settlement, entered into between the Union and the Management.

## FOOD CORPORATION OF INDIA

3. When that be the position, the Division Bench of Nagpur Bench, suo moto took up a Public Interest Litigation in PIL No. 84 of 2014, based on newspaper item in the daily "the Times of India" wherein it was reported that, in the depots run by the Food Corporation of India, some of the department loaders were earning about Rs.4,00,000/- (Rupees four lakhs only) per month. The Division Bench of the Nagpur bench was of the opinion that the said fact is due to abuse of Government funds in efficiency and reluctance on the part of the authorities to act sternly against various persons, who indulged in siphoning of Government funds. The learned Single Judge of the said Court took cognizance of the news paper item. After hearing the parties, the Public Interest Litigation Petition was disposed of giving certain directions by the Nagpur Bench and Paragraph No.30 of the order is usefully extracted as follows:-

30. In that view of the matter, we dispose of the present public interest litigation by passing the following order:-

(i) The Government of India is directed to decide the representation made by the Food Corporation of India for grant of exemption under the provisions of section 31 of the said Act within a period of one month from today, in the light of observations made by us herein above within a period of one month from today.

(ii) The Government of India shall decide the issue regarding de-notification of the depots of the Food Corporation of India, in respect of which notification is issued under section 10 of the said Act, within a period of six months from today, in the light of the observations made by us herein above and the report of M/s Deloitte Consultancy and the report of High Level Committee appointed by the Government of India itself.

(iii) We clarify that the respondent/ Food Corporation of India would be entitled to transfer the services of departmental Labourers from one depot to another subject to protecting their salary and all other services conditions.

(iv) we also clarify that the respondent/ Corporation would be at liberty to implement its policy of change in the Scheme of incentives.

(v) The Government of India shall also take a decision regarding abolition of system of departmental labourers in a phased manner or absorbing their services in other establishments as recommended by the High Level Committee."

## FOOD CORPORATION OF INDIA

4. Against the said order, the SLPs were preferred in SLPNos (C)...CCNo(s), 136 of 2016 (CC No.913 of 2016), (11465 of 2016).

5. The Hon'ble Supreme Court on 08.01.2016 directed the Solicitor General to take instructions from the Government of India regarding the steps taken in terms of the judgement passed by the Nagpur Bench and thereafter only the impugned notification has been issued under section 31 of the Act. The said notification is challenged before this Court.

6. Heard Mr. R. Srinivas, learned counsel appearing for the petitioners, Mr. G.Rajagopalan, learned Additional Solicitor General appearing for 1st and 2nd Respondents and Mr.S. Vijayakumar, learned counsel appearing for 3rd respondent.

7. Though the learned Additional Solicitor General and Mr. S.Vijayakumar, learned Counsel, would submit that the impugned notification was already challenged before the Delhi High Court by the Workers Union and only notice was ordered and thereafter only the Union Members have preferred these Writ Petitions, the learned counsel appearing for the petitioners would submit that the purpose of filing the Writ Petitions is only to safeguard the petitioners, as workers in the FCI and based on the notification their right to be employed as works in the FCI should not be disturbed.

8. Though many contentions were raised by both the parties regarding the maintainability of the Writ Petitions and also the issue regarding the regularization of the petitioners, which are pending before the Hon'ble Supreme Court, taking into consideration the apprehension of the petitioners that their service conditions will be affected based on the Government Order. Mr. G. Rajagopalan, learned Additional Solicitor General would submit that no action would be taken to affect service conditions of the petitioners in employing them in FCI . The said assurance is enough to safeguard the interest of the petitioners.

## FOOD CORPORATION OF INDIA

9. Recording the above said assurance given by the learned Additional Solicitor General, these Writ Petitions are disposed of. Consequently, connected Miscellaneous Petitions are closed. No costs.

17.08.2016

Index Yes/No

Internet: Yes/No

Note: Registry is directed to

Issue order copy on 23.08.2016.

Ssd

N. KIRUBAKARAN,J

Ssd

1. The Union of India  
Rep. by its Secretary,  
Ministry of Labour,  
Shram Shakti Bhawan  
New Delhi 110001
2. Ministry of Consumer Affairs  
Food and Public Distribution  
Rep by Its Secretary, Krishi Bhawan  
New Delhi.
3. The Food Corporation of India.  
Rep by its Chairman cum Managing Director  
16-20 Barakhamba Lane  
New Delhi 110001

**W.P. Nos 26628 to 26630 of 2016; W.P.Nos 27697 of 2016 to 27699 of 2016 and W.P. Nos 38910 to 28913 of 2016 and WMP Nos 22824, 22826 and 22828 of 2016; 23852 to 23857 of 2016; 24975 to 24977 of 2016; 24978 to 24980 of 2016; 24981 to 24983 of 2016 and 24984 to 24986 of 2016.**

17.08.2016

**FOOD CORPORATION OF INDIA**

**Annexure 99**

**IN THE HIGH COURT OF KERALA AT ERNAKULAM**

**PRESENT:**

**THE HONOURABLE MR. JUSTICE A. MUHAMED MUSTAQUE**

**FRIDAY, THE 13TH DAY OF JANUARY 2017 23RD POU SHA, 1938s**

**WP(C) NO.35398 OF 2016 (Y)**

**PETITIONER(S):**

1. FCI WORKERS UNION,  
HAVING ITS OFFICE AT 58/1, DIAMOND HARBOUR ROAD,  
KOLKATA, REPRESENTED BY ITS KERALA STATE UNIT  
CONVENOR SHAJI, FSD CHINGAVANAM, CHANNANIKADU P.O KOTTAYAM.
2. Y. RASHEEDKUTY, AGED 54 YEARS,  
UNIT SECRETARY, FCI WORKERS UNION  
S/O YOUNISKUTTY, VALIYAVEETIL VADAKKETHIL,  
KALLELIBHAGAM, P.O. KARUNAGAPALY.
3. R. BAHULEYAN PILLAI, KAGED 57 YEARS,  
S/O RAMAKRISHNA PILLA, RESIDING AT AYANIKATTU  
KIZHAKKATHIL, PULIYOOR VANCH THEKKU  
EDAKKULANGARA PO KARUNAGAPALLY.
4. S. ABDUL RASHEED, AGED 54 YEARS  
S/O HAMMED KUTTY, RESIDING AT THUDIL KIZHAKKETHIL,  
EDAKULANGARA PO KARUNAGAPALLY

## FOOD CORPORATION OF INDIA

BYADVS. SRIADARSH KUMAR  
SRI K.M. ANEESH  
SRI K.SANTHOSHY KUMAR (KALILYANAM)  
SRI. BIJU VARGHESE ABRAHAM  
SRI DILEEP CHANDRAN

### RESPONDENT(S):

1. FOOD CORPORATION OF INDIA  
HAVING ITS OFFICE AT HEADQUARTERS, 16-20  
BARAKHAMBA LANE, KHADIS SADANB, NEW DELHI 110001  
REPRESENTED BY ITS CHAIRMAN AND MANAGING DIRETOR
2. THE AREA MANAGER (KOLLAM)  
FOOD CORPORATION OF INDIA, KOLLAM OFFICE  
KOLLAM 691 001.

**FOOD CORPORATION OF INDIA**

**HIGH COURT OF KERALA  
AT ERNAKULAM**

Year and number of suit or other proceedings	:	WPC 35398/2016
Name of Applicant/Advocate	:	Sri Vivek Varghese, PJ
Application number	:	A 4706/2017
Application date	:	18.01.2017
Date of Calling for stamp	:	01.02.2017
Date of Production of Stamp	:	01.02.2017
Date when copy was ready	:	01.02.2017
Date notified for appearance to receive the copy	:	08.02.2017
Date when copy was delivered	:	01/02/2017

sd/-  
Examiner

**FOOD CORPORATION OF INDIA**

**A MUHAMMED MUSTQUE, J.**

**W.P(C) 35398 & 36743 OF 2016**

**AND**

**WP(C) NO.178 OF 2017**

**DATED THIS THE 13TH DAY OF JANUARY, 2017**

**JUDGEMENT**

WP (C) 35398 OF 2016 (Y)

3. REGIONAL MANGER,  
FOOD CORPORATION OF INDIA, REGIONAL OFFICE,  
THIRUVANANTHAPURAM 695001
4. THE ASSISTANT LABOUR COMMISSIONER CENTRAL  
OFFICE OF THE REGIONAL LABOUR COMMISSIONER  
(CENTRAL) KENDRIYA SHRAM SHAKTI BHAWAN  
OOLINGULA, KAKKANAD, KOCHI 682030
5. UNION OF INDIA  
THROUGH ITS SECRETARY  
MINISTRY OF FOOD, CONSUMER AFFAIRS AND  
PUBLIC DISTRIBUTION, KRISHI BHAWAN, NEW DELHI 110001

## FOOD CORPORATION OF INDIA

### ADDITIONAL R6 & R7 IMPEADED

6. SUNIL KUMAR, S/O N. SURENDRAN  
AGED 42 YEARS, UNIT SECRETARY, FCI WORKERS ASSOCIATION  
(CITU) FCI MAIN DEPOT, KOLLAM

7. M. NOUSHAD, SECRETARY  
FCI WORKERS CONGRESS (INTUC), FCI MAIN DEPOT  
KOLLAM

ADDITIONAL R6 & R7 ARE IMPEADED AS PER ORDER DATED 21.12.2016 IN I.A. NO. 208057  
OF 2016

R1 TO R3 BY SRIP. JACOB VARGHESE (SENIOR ADVOCATE)  
ADV. SRI VIVEK VARTGHESE P.J. SC  
ADV. SRI K.M. ABDUL MAJEED, S.C.

R4 & R5 BY ADV. SRIN. NAGARESH, ASSISTANT SOLICITOR GENERAL  
ADV. SMT. O.M. SHALINA, CGC

ADDL R6&R7 BY ADVS. SRI THAMPAN THOMAS  
SRI B. V. JOY SANKER

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON 05.01.2017, ALONGWITH  
WP (C) NO. 36743 OF 2016 AND WP (C) NO.178 OF 2017, THE COURT ON 13.01.2017 DELIVERED  
THE FOLLOWING:

WP(C) NO. 35398 AND 36743 OF 2016 AND

WP(C) NO.178 OF 2017

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These Writ petitions are filed by DPS (Direct Payment System) workers under the Food Corporation of India (FCI) challenging their transfer and also for seeking a relief to de-notify Kollam depot under the FCI from the ambit of Contract Labour (Regulation and Abolition) Act 1970 (the 'CLRA Act' for short). In view of the fact that in all these writ petitions, the issues are common and related, these writ petitions are being disposed of by a common judgement.

2. WP (C) NO.35398/2016 is filed by DPS workers attached to Karunagapally FCI challenging their transfer from Karunagapally depot to Kollam Depot WP (C) NO.36743/2016 is filed by DPS workers of Karunagapally seeking for a direction to the Union Government to de-notify the Kollam depot for the purpose of the CLRA Act WP (C) 178 of 2017 is filed by DPS workers at Alleppey challenging their transfer from Alleppey depot to Kollam depot. The pleadings and contentions of the parties can be summarized as follows:

3 The High Court of Mumbai, Nagpur Bench suo motu registered a public litigation regarding the depots run by FCI. It is seen from the judgement that a news item appeared in the Times of India, wherein it was reported that department loaders earning as much as Rs. 4 lakhs per month. It was also reported that some of the loaders of the Corporation clandestinely engaged the service of other persons by paying paltry amount to them. The court, after advertng to the pleadings and contentions urged on behalf of FCI and Union Government, directed the Union Government to consider the request made by the FCI under section 31 of the CLRA Act for exemption of their depots so as to enable the FCI to engage contract labourers to minimize loss on account of high demurrages and high wages being paid to department labourers. The court while disposing the matter also adverted to various reports and system followed by FCI for loading activities. Consequent upon the direction of the Bombay High Court, the Government of India granted exemption to FCI. Accordingly, various depots under FCI, which were prohibited to engage contract labour are permitted to engage contract labourer. It appears that from 1996 onwards, a prohibition was effected under CLRA Act engaging contract labourer. This exemption enables FCI, the flexibility of engagement of labourers according to their demands and requirements. The FCI is having different engagement, system of engagement, which are as follows :

- (i) Departmental Workers
- (ii) DPS workers
- (iii) Workers engaged under no work no pay system and
- (iv) Contract Labour System

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In this case, petitioners are DPS workers. It is appropriate to refer nature of work under Direct Payment System.

### Direct Payment System

The DPS workers scheme introduced in the year 1996 pursuant to a settlement between Union and Management of FCI . By DPS system, working under the contractors were absorbed in the service of the Corporation. Under this system, the labour will be directly paid by the FCI. They are ensured with minimum wages even if there is no work on a particular day. They are also given service benefits apart from other statutory benefits. On their engagement on a particular day, they will be paid the wages at the rate agreed. This system minimise the salary payable like in the category of department labour and also would ensure minimum wages to the workers under the DPS system. This ensure that workers are not put to any deprivation of monetary benefits even if they have no work in the FCI.

4. The Government of India, pursuant to the directions from the Bombay High Court, took a decision to exempt many depots in Kerala from the purviews of CLRA Act, invoking power under Section 31 of the above Act. This notification was issued on 6.7.2016. However, Kollam depot was not de-notified. As a result of de-notification, Karunagappally and Alleppey and other depots in Kerala are free from prohibition of employing contract labour. It appears that Kollam depot requires around 85 labourers more for loading activities. The FCI in order to subside the loss on account of demurrages suffered at Kollam depot due to shortage of man power decided to transfer DPS workers at Karunagappally and Alleppey so as to enable them to engage contract labour at Karunagappally and Alleppey. It is to be noted, in view of the fact that Kollam depot is not de-notified, FCI has to alternative but to transfer workers from the nearest depot. This led to this litigation.

### Challenges

The workers challenge the action of the FCI mainly on two grounds :

- 1) The DPS workers cannot be transferred like departmental workers.
- 2) Transfer would effect substantial earnings of DPS workers.

5. The FCI defended the challenge on the ground that consequent upon the de-notification decision was taken to minimise loss to Kollam and transfers were effected to protect the interest of the FCI to save them from the huge demurrages being paid to Railway on account of the delay involved at Kollam from unloading from the rake. The case of the FCI is that there is no impediment in transferring the workers.

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6. In so far as the first contention raised by the petitioners, apparently, it is footed on Bombay High Court Judgment as well as to nature of engagement. This court is of the view that the Bombay High Court did not deal with any issue relating to the transfer. The observation made in paragraph 27 of the Bombay High Court judgment as to the transfer of departmental labourers obviously with reference to maximize utilization of departmental labourer to minimise the loss by transferring them to a depot where there is man power shortage. In fact, in order to minimise the loss, the Bombay High Court directed the Union of India to consider the request of the FCI for de-notification. Now the action taken to transfer is a consequential at to streamline their business. Therefore, the only question is whether the DPS workers can be transferred or not. In fact this issue is covered against the petitioners by the judgment of the division bench of this court in WANO. 376 of 2003. In paragraph 11 and 12 of the judgement of Division Bench, it was held as follows:

11. on behalf of the appellants it has been contended that if transfers are ordered, the workmen would find it difficult to shift to new places of posting. Being poor, they will not be able to afford accommodation or to look after their families.

12. The difficulty of the workmen may be genuine. Though no details in this behalf have been furnished in the pleadings, yet, their anguish can be imagined. However, even if it is assumed that there is some difficulty, the only way for the Corporation would be to terminate the services of the workmen who are surplus. If this were to be done, the hardship will be even more. It is to promote the interests of the workmen that the Corporation appears to have decided to adjust them at different places. In case they do not wish to accept the offer, the Corporation may be forced to stop employing them for their daily work. In such situation, the workmen shall be rendered jobless. It appears that the report of the Corporation was to promote the interest of the workmen. In doing so, it did not violate any protection which may have been guaranteed under the Circular June 14, 1996.

In the light of the binding judgement as above, I need not further probe regarding the legality of the transfer of DPS workers.

6. The next question whether the workers would suffer any monetary loss consequent upon the transfer. This is an issue which requires serious and urgent consideration in the light of the nature of engagement. The DPS workers are assured minimum guarantee wages even if there is no work on a day. As seen from Ext. P2 produced in WP (C) no. 35398 of 2016 after induction under DPS system, the workmen will have to report for duty to FCI. They will be paid according to the actual quantum of work done. If there is no work to be done, they will be paid prescribed minimum guaranteed wages. They are given all service benefits similar

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to regular employees. No doubt, this transfer cannot be treated like a transfer of regular employees. The transfer in fact is required to serve the interest of FCI. There may be a situation in which FCI may not be in a position to give work on all days in which they are engaged at Kollam. As a result of their decision, FCI may be able to award loading work to contract labour for Karunagapally and Alleppey. It is also open for the FCI to engage petitioners simultaneously at Kollam, Karunagapally and Alleppey depots. However, it is for the FCI to decide. However, monetary benefits hitherto enjoyed by DPS workers cannot be deprived consequent to transfer. In any case, what was drawn by the workers as wages at Karunagapally and Alleppey should be protected. The FCI shall calculate average wages drawn by each workers at Kollam depots shall not be less than the average wages, each workers obtained at Karunagapally and Alleppey. The FCI also shall consider payment of travelling allowance to the workers as they have to report duty at Kollam even though there is no work for them. This court is of the view that FCI has to consider this matter without any delay as the travelling expenses would substantially erode the minimum wages earnings of the workers.

7. The workers at Karunagapally filed WP (C) NO.367432 of 2016 seeking for a direction to the Union Government to de-notify Kollam depot. IN the event of Kollam depot is being de-notified certainly, workers shall be transferred to their original stations.

8. In the light of the discussions made as above, the writ petitions are disposed of with following orders and directions:

i) Challenge regarding transfer to Kollam depot by the petitioners is repelled.

ii) The FCI shall protect the average wages drawn by each workers at Karunagapally and Alleppey before their transfer to Kollam depot.

iii) The Regional Manger, FCI shall consider the payment of travelling allowance to report for duty at Kollam. This shall be done within a period of one month from the date of receipt of a copy of this judgment.

iv) The Government of India, Ministry of Labour, the sixth respondent in WP (C) No.36743 of 2016 is directed to consider Ext P2 therein, to de-notify Kollam depot of FCI after obtaining the views of FCI, within a period of three months from the date of receipt of a copy of this judgement. No costs.

Sd/-

**A. MUHAMED MUSTAQUE- JUDGE**

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**Annexure-100**

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
WRIT PETITION (I) NO. 1935 OF 2016**

**Ravi B. Ghorpade & Ors**

**...Petitioners**

**Vs**

**Union of India & Ors**

**...Respondents**

Mr. K.S.Bapat, I.B Mr.Sachin Keru Hande for Petitioners.

Mr. Ashuthosh Thipsay a.w. Mr.M.V. Kini, Mr. R.L.Singh I/b M.v. Kini & Co. for Respondent nos 3 to 8

Mr. B.R.Sharma Asst. Govt. Pleader for Respondent No.2

**CORAM: ANOOP V. MOHTA &**

**G.S. KULKARNI JJ.**

**DATE: 20 JULY, 2016**

**ORDER:**

1. The petitioners who are belonging to the workmen category working with the respondents Food Corporation of India have filed the present petition and have prayed for setting aside the communication dated 17 July 2016 issued by the Respondent Food Corporation of India based upon the directions dated 20 November, 2015 issued by the Nagpur Bench, of this Court in PIL No. 84 of 2014 whereby after considering the issue in depth and for the circumstances and the reasons so recorded observed under:

"In that view of the matter, we dispose of the present Public Interest Litigation by passing the following order:

(i) The Government of India is directed to decide the representation made by the Food Corporation of India for grants of exemption under the provisions of Section 31 of the said Act within a period of one month from today, in the light of observations made by us herein above within a period of one month from today.

## FOOD CORPORATION OF INDIA

(ii) The Government of India shall decide the issue regarding de-notification of the Food Corporation of India, in respect of which notification is issued u/s 10 of the said Act within a period of six months from today in the light of observations made by us herein above and the report of M/s Deloitte Consultancy and the report of High Level Committee appointed by the government of India itself.

(iii) We clarify that the respondent /Food Corporation of India would be entitled to transfer the services of departmental Labourers from one depot to another subject to protecting their salary and all other service conditions

(iv) We also clarify that the respondents/ corporation would be at liberty to implement its policy of change in the Scheme of incentives.

(v) The Government of India shall also take a decision regarding abolition of system of departmental labourers in a phased manner or absorbing their services in other establishments as recommended by the High Level Committee."

(Emphasis supplied)

2. A statement is made that against the said judgement of the Division Bench of this Court a Special Leave Petition is filed and the same is admitted by the Supreme Court.

3. In view of the above, we are not inclined to entertain the present writ petition filed by the petitioner. It is based upon the order and directions so issued by the Nagpur bench and also for the fact that the proceedings against the same are pending in the Supreme Court. As regards the submission as made on behalf of the petitioners on merits referring to the placements/ transfers, we are not inclined to accept these submissions for the extensive reasons recorded in the judgment of the Nagpur Branch so referred above, and also for the fact that a Special Leave Petition is pending. The remedy of the petitioner is therefore, elsewhere.

For the above reasons we accordingly dismiss the present petition. No costs.

(G.S. KULKARNI, J)

(ANOOP V. MOHTAJ.)

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Annexure-101

**Case:WP No.38560 of 2016**

**Petitioner: Bhartiya Kadya Nigam Mazdoor Sangh and 40 ors.**

**Respondent: FCI through its Chairman and 3 Ors.**

**Counsel for Petitioner: Bhupendra Nath Singh, Devendra Pratap Singh, Sri Bhagwati Prasad Singh**

**Counsel for Respondent: Santosh Kumar Mishra**

**Hon'ble Ashwani Kumar Mishra J.**

1. Petitioner Nos. 2 to 41 are departmental labourers employed in respondent Food Corporation of India at its Food Storage Depot, Naini District Allahabad, whereas petitioner No. 1 is the Union of such labourers. They are aggrieved by an order dated 8.8.2016 transferring them from Food Storage Depot Naini, Allahabad to Food Storage Depot Manduadih, Varanasi. This order records that a notification under Section 31(1) of the Contract Labour (Regulation and Abolition) Act, 1970 is issued by the Ministry of Labour and Employment, Government of India, dated 6.7.2016, excluding applicability of the prohibition notification under Section 10 of the Act for a period of two years. This apparently has been done pursuant to directions issued by Nagpur Bench of the Bombay High Court in PIL No. 84 of 2014, dated 20.11.2015. The Corporation is stated to have proceeded accordingly, with an exercise to reorganize and rationalize the deployment of existing departmental workers, for their gainful utilization by pooling them into a fewer depots for carrying out FCI operations in the most efficient manner. The transfer order states that transfer and posting of the workers shall not adversely affect their seniority, as well as other conditions of service.

2. The order is challenged, primarily on the ground that order of transfer cannot be consequence of Government Notification dated 6.7.2016, nor transfer is warranted in terms of it. It is contended that the entire departmental labourers, who are working at Naini depot since long, have been transferred en masse without any replacement. It is urged that transfer is in teeth of Clause 5 of the Certified Standing Orders, as well as provisions of Section 9-A of the Industrial Disputes Act read with Item 8, 10 of the Fourth Schedule, inasmuch as their conditions of service are being changed without any notice. Violation of Section 2(ra) read with Items 5,6,7 of the Fifth Schedule, specifying unfair labour practices is also alleged. Submission is that the order of transfer, in the facts and circumstances, is absolutely arbitrary, and is a glaring example of unfair practice being perpetrated by a State Agency, in the garb of directions issued by the Nagpur Bench. Learned counsel further states that there is already shortage of staff at Naini, and the union has no objection

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if contract workers are deputed to work here. It is lastly urged that respondent Corporation being an agency and instrumentality of State cannot be permitted to act in an arbitrary manner, as it would be hit by Article 14 of the Constitution of India.

3. Respondents on the other hand, contend that an exhaustive exercise for rationalization of existing employees is being undertaken by the Food Corporation of India, relying upon directions issued by the Nagpur Bench, which does not require any interference. Reliance has also been placed upon a Division Bench Judgment of the Bombay High Court in Writ Petition (1) No. 1935 of 2016 (Ravi. B. Ghorpade and others Vs. Union of India and Others), dated 20.07.2016 wherein a similar grievance has not been entertained. It is also stated that petitioners hold a transferable post, and none of their rights are violated, in as much as their seniority and salary etc. protected.

4. I have heard Sri B.P. Singh, learned Senior Counsel assisted by Sri B.N. Singh and Sri D.P. Singh, for the petitioners and Sri S.K. Mishra, learned counsel for the respondents and have perused the records.

5. It may be noticed that pursuant to the orders passed in the matter on previous occasions, counter and supplementary counter affidavits have been filed on behalf of Corporation. A report titled as "Final Report: Detailed Report, Study of Labour Issues in FCI, Food Corporation of India (FCI)" has also been placed before the Court.

6. Perusal of the record goes to show that Nagpur Bench of the Bombay High Court entertained PIL No. 84 of 2014, on its own motion, on the basis of a Newspaper report published in Times of India, to the effect that some of the departmental labourers of Corporation were earning as much as Rs.4 lacs per month, while Corporation itself was in severe financial crisis. After taking note of Deloitte Report as well as High Power Committee Report, the Division Bench went on to issue following directions in para 30 of the judgement:-

"30 in that view of matter, we dispose of the present public interest Litigation by passing the following Order:-

(i) The Government of India is directed to decide the representation made by the FCI for grant of exemption under the provisions of section 31 of the Said Act within a period of one month from today in the light of observations made by us hereinabove within a period of one month from today.

(ii) The Government of India shall decide the issue regarding de-notification of the depots of the FCI, in respect of which notification is issued u/s 10 of the said act, within a period of six months from today, in the

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light of observations made by us hereinabove and the report of M/s Deloitte Consultancy and the report of High Level Committee appointed by the Government of India itself.

(iii) We clarify that the respondent/ FCI would be entitled to transfer the services of departmental Labourers from one depot to another subject to protecting their salary and all other service conditions.

(iv) We also clarify that the respondent/ corporation would be at liberty to implement its policy of change in the scheme of incentives.

(v) The Government of India shall also take a decision regarding abolition of system of departmental labourers in a phased manner or absorbing their services in other establishments as recommended by the High Level Committee."

Para 27 of the Judgement is also relevant for the present purposes, as such, is also reproduced:-

"27. We also fail to understand as to why the departmental Labourers should not be transferred from one depot to another depot. As could be seen from the judgment of the Apex Court in the case of Food Corporation of India Workers' Union Vs. Food Corporation of India and others (writ petition (civil) No.222 of 1984, dated 20.07.1990) reported in 1990-II-LLN 664/1990(Supp) SCC 296, it was the contention of the said Corporation that there cannot be similar wages at different depots since services of the departmental labourers were not transferable. The said contention has been rejected by their Lordships of the Apex Court. By now it is a settled principle of law that transfer is an incidence of service. When wages and all other service conditions of departmental Labourers working at different depots are identical, we see no reason as to why their services could not be transferred from one depot to another. As has been submitted by the Corporation, 1594 departmental labourers are getting salary without any work; whereas at some of the depots, there is huge deficiency of Labourers".

7. At the instance of Food Corporation of India workers' Union, a special leave to appeal (C) No.136 of 2016 has been filed, challenging the judgment of Nagpur Bench, wherein following orders have been passed on 8.1.2016:

"Post again on Monday, i.e. 18.1.2016

Mr. Ranjit Kumar, learned SG is requested to take instructions from the Government of India, in the meantime, as to the steps they have taken in terms of the impugned order passed by the High Court."

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8. The Apex Court is admittedly seized of the matter. A notification has been issued by the Government of India, Ministry of Labour and Employment, New Delhi on 06.07.2016, exercising powers under Sections 31 of the Contract Labour (Regulation and Abolition) Act, 1970. Various godowns, depots and railheads of the respondent Corporation have been exempted from the applicability of notifications issued from time to time, prohibiting deployment of contract labourers in different jobs for a period of two years. It has thus become permissible for the Corporation to employ contract labourers in the notified depots, for a period of two years, without inviting wrath of prohibition notification under section 10 of the CLRA Act.

9. The impugned order states that for implementation of the aforesaid gazette notification dated 6.7.2016, various guidelines have been issued, and in compliance thereof, the entire departmental workers posted at Food Storage Depot, Naini are being transferred to Food Storage Depot, Manduadih. This Court, accordingly, proceeded to pass following orders in the matter on 8.9.2016:-

"Submission advanced on behalf of the petitioners is that mass transfer of entire workers engaged at Naini Depot is malafide and has been done with the object of perpetrating unfair labour practice.

Sri S.K. Mishra, learned counsel for the Corporation seeks a short indulgence to place before the Court the reason which impelled the Corporation to take such a decision.

Put up tomorrow i.e. on 9.9.2016, as fresh."

Again following orders were passed in the matter on 21.9.2016:-

'On the prayer made by Sri S.K. Mishra, learned counsel for the respondents, put up in additional cause list tomorrow i.e. on 22.9.2016, in order to enable him to file supplementary affidavit clearly explaining the reasons, which have led to mass transfer of petitioners, and the policy as well as manner of its implementation, which has given cause to passing of the orders under challenge.

Interim order granted earlier to continue till the next date of listing."

10 Respondents vide counter and supplementary counter affidavit state that following four types of labourers are employed for handling operations in FCI depot :-

- (i) Departmental Labour (DL)
- (ii) Direct Payment System Labour (DPS)
- (iii) No work No Pay Labour (NWNP); &
- (iv) Contract Labour (CL)

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It is stated by the respondents that only one system of labourers are deployed in one depot, as otherwise it may result in Industrial unrest since different wages/salary would be payable for performing same work. Accordingly, it is stated that if in a particular depot, departmental labourers are engaged then labourers of other category i.e. direct payment system (DPS), no work no pay (NWNP) and contract labour (CL) are not

11. During the course of hearing, much emphasis was laid by the Senior Counsel for the petitioners on the aspect of en masse transfer being affected without anyone else being posted in place of petitioners. Rationale of such decision as specifically questioned. According to petitioners, Clause 5 of the Certified Standing Orders provides as under:-

Clause No.5 Transfer:

A worker shall be liable to be transferred from one place of work to another place of work of the Corporation as per practice in existence with the whole gang, except in the case of request for transfer from the individual worker"

It is stated that there is no practice of transferring workers, who are otherwise class IV employees, Violation of provisions of Sections 9-A and 2 (ra) of the ID At, are also alleged.

12. From the materials placed on record, It cannot be doubted that petitioners are all departmental labourers, who hold transferable post. Hon'ble Supreme Court in FCI worker's union Vs. FCI and another, has been pleased to reject contention of workers that Labourers such as petitioners cannot be transferred. Para 27 of the judgment of Nagpur Bench also recognizes such position. Petitioner's transfer from one depot to another, therefore, cannot be question, on the ground that petitioners do not hold transferable post. It is also not in dispute that salary and other service benefits admissible to petitioners at their present place of posting are not being altered to petitioners detriment.

13. So far as justification of mass transfer without anyone else being posted in place of petitioners, or the transfer not being warranted in facts of the present case is concerned, all such issues may not be gone into by this Court. It is apparent that an exercise to rationalize deployment of departmental labourers is in process, pursuant to the orders passed by the Nagpur Bench. Some play in the joints would otherwise have to be conceded to employers, while undertaking steps to protect state exchequer . At the instance of workers union, the matter is otherwise engaging attention of Apex Court in Appeal, which is pending.

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14. It may further be noted that in some what identical facts and circumstances, a Division Bench of the Bombay High Court in Ravi B. Ghorpade (Supra) has refused to entertain similar writ petition filed by workers against the orders of transfer in following words:-

"3 In view of the above, we are not inclined to entertain the present writ petition filed by the Petitioner. It is based upon the order and directions so issued by the Nagpur Bench and also for the fact that the proceedings against the same are pending in the Supreme Court. As regards the submissions made on behalf of the petitioners on merits referring to the placement/transfers, we are not inclined to accept these submissions for the extensive reasons recorded in the judgment of the Nagpur Bench so referred above, and also for the fact that a Special Leave Petition is pending. The remedy of the petitioner is therefore, elsewhere.

For the above reasons, we accordingly dismiss the present petition. No costs."

15. Judicial propriety and consistency requires that in similar facts and circumstances, similar orders be passed. I am otherwise of the opinion that merits of the rationalization process or justification to effect orders of transfer need not be gone into, any further, as these are administrative acts undertaken, purportedly in compliance of the directions issued by the Nagpur Bench of Bombay High Court, against which an appeal is pending before the Apex Court. So far as violation of the Standing Orders or other provisions of ID Act is concerned, remedy available to the petitioners is to approach the Industrial Adjudicator.

16. The writ petition, consequently, fails and is dismissed. Interim Order is discharged.

Order date: 26.09.2016

**Anil**

**(Ashwani Kumar Mishra. J)**

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**Annexure-102**

**IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**

**SPECIAL CIVIL APPLICATION NO. 14738 OF 2016**

**Surendra Singh Naval Singh Mahto & 42**

**...Petitioner(s)**

**Vs**

**Union of India & 4**

**...Respondent(s)**

Appearance;

MR. N.K. MAJUMDAR, ADVOCATE for the Petitioner(s) No.1-43

Mr. Hamesh Naidu, Advocate for the Respondent(s) NO. 3-4

Mr. Jal. S. Unwalla, Caveator for the Respondent(s) NO. 2,5

**CORAM: HONOURABLE MR. JUSTICE C.L. SONI**

DATE: 19/10/2016

ORAL ORDER:

1. By the present petition filed under Article 226 of the Constitution of India, the Petitioners, who are 43 in number, have challenged the orders date 16.08.2016 and 17.08.2016 passed by respondent No.3 and 4 respectively and sought direction against the respondent authorities to reappoint/reinstate/ re- transfer them to their original palces i.e. in the depot of FCI Vadodara.

2. The order dated 16.08.2016 at Annexure B is for transfer of all existing departmental labours of Food Storage Depot (FSD) at Vadodara, including the petitioners, to FSD Sabarmati, Ahmedabad for their gainful utilization as per the operational requirements so that optimum number of workers are deployed for carrying out FCI operations in the most efficient and economical manner as mentioned in the said order. Under this order, 65 existing departmental labours at Vadodara are transferred to FSD Sabarmati. The order dated 17.08.2016 at Annexure C is to relieve them from FSD, Vadodara.

3. Learned Advocate Mr. Majumdar, appearing for the petitioners submitted that transfer of the petitioners is neither in public interest nor for any administrative reasons but it is just to accommodate contract labour at Vaodara FSD. Mr. Majumdar submitted that the impugned transfer order clearly reflects that the petitioners are transferred from Vadodara simply on the ground that the FSD at Vadodara is now

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permitted to employ contract labour on account of the exemption granted by the Central Government vide notification dated 06.07.2016 for a period of two years. Mr. Majumdar submitted that issuance of the notification dated 06.07.2016 lifting ban on employing the contract labour could not be a ground to transfer of the petitioners from Vadodara to Sabarmati depot in absence of any administrative reason or public interest for making transfer of the petitioners. Mr. Majumdar submitted that the petitioners are Class IV employees and as per the Model Standing Order, Class IV employees are not to be transferred from one depot to another depot at different city. Mr. Majumdar submitted that in any case, female Class IV employees should not have been subjected to transfer from one city to another i.e. from Vadodara to Ahmedabad, as their families are settled in Vadodara and transfer will put them into plot of hardships.

4. Learned advocate Mr. Jal S. Unwala appearing for respondent Nos 2 and 5 and learned advocate Mr. Naidu appearing for respondent Nos 3 and 4 submitted that the transfers of the petitioners are not only for administrative reasons but also in public interest. They submitted that in consonance with the guidelines dated 12.07.2016 issued by the FCI, Headquarters, deployment of existing departmental labours at FCI depot were required to be re-organized and rationalized and to carry out FCI operation in most efficient and economical manner, transfer of the petitioners was affected. They submitted that it is not correct to say that just to accommodate the contract labour at Vadodara, the petitioners are transferred but their transfer is after taking into consideration their better utilization at Sabarmati depot and as a part of economic measure undertaken at various depots. They drew attention of the Court to the Affidavit in reply and submitted that there is no adequate work for departmental labours at FSD, Vadodara and they are required to be paid idle wages.

5. Having heard Learned advocates for both the sides, it appears that the petitioners have assailed the order of transfer mainly on the ground that there is no public interest behind transferring the petitioners from Vadodara depot to Sabarmati but the notification dated 06.07.2016 issued by the Central Government is used for their transfer under the guise of re-organization or rationalization of deployment of existing departmental labours at FCI depots. Under the notification dated 06.07.2016 the central government has exempted the godowns, depots and railheads of FCI from applicability of the notification under the Contract Labour Act in respect of employment of the contract labour in different jobs for a period of two years. Thus, a ban to employ contract labour is lifted by virtue of which, FCI godowns, depots and railheads at Vadodara will be entitled to have contract labour. As stated in the impugned order of transfer, the FCI has issued guidelines dated 12.07.2016 to re-organize and rationalize deployment of existing departmental labour and

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following such guidelines, the petitioners and other existing departmental labours are stated to have been transferred for their gainful utilization as per operational requirement so that optimum number of workers are deployed for carrying out FCI operation in most efficient and economical manner. Therefore, it does not appear that simply on account of issuance of the notification dated 06.07.2016, as submitted by learned advocate Mr. Majumdar, transfer of the petitioners with other existing departmental labours at FSD Vadodara is affected. As stated in the impugned order of transfer, it is for their gainful utilization as per operational requirement to carry out FCI operation in most efficient and economical manner. Such transfer could be said to be not only to meet with administrative exigencies but also in public interest. Following facts stated in para 6 to 11 of the Affidavit in Reply filed on behalf of respondent Nos 2 to 5 are relevant to be noted:-

6 I say and submit that the Government of India had issued notification in respect of various depots for prohibition of employment of contract labourers under the Contract Labour (Regulation and Abolition) Act, 1970 and on account of such Notification issued prohibiting engagement of contract labourers at certain depots of the respondent Corporation (hereinafter referred to as the notified depots), the respondent corporation was not permitted to engage contract labourers on such notified depots and were required to get the work done only through departmental labourers. It is pertinent to point out that in all over India about 289 depots/ rail heads were notified vide 13 notifications by the government of India, the respondent craves leave to produce the same if required during the course of hearing of the petition. It is due to the said notifications, even though respondent Corporation was not having adequate work for departmental Labourers, departmental laborers were required to be continued and were even paid idle wages. That due to the said notifications as issued, precarious situation espoused whereby there existed surplus of 1,594 employees at various depots in India and on the other hand, there was deficit of 3,180 labourers at other depots. The situations of irrational position of labours was absolute imbalance in the working of the respondent Corporation.

7 It is submitted that a detailed study was undertaken by M/s Deloitte Consultancy, a reputed International firm, which gave its suggestion to the respondent Corporation and on the basis of the figures available in Financial Year 2012-13, it was highlighted that average number of working days for leaders (Labors) were 225 and there was no work for about 110 days during the annum. The report further revealed that on an average 65% of the yearly volume is handled in top 30% of the days. The report also made a comparative study for time taken in loading and unloading work, wharfage and demurrage incurred by the

## FOOD CORPORATION OF INDIA

respondent Corporation when the work has undertaken by the departmental labourers viz-a-viz contract labourers wherein it was also highlighted that the contract labour system was cost effective to the working of the respondent Corporation.

8 It is submitted that due to Notification of the Government of India whereby depots were notified, Corporation was required to pay idle wages to its employees and was also paying exorbitant salaries if no work is available for its departmental labourers. The High Level Committee constituted by the Government of India had also noted that huge amounts are paid to departmental labour and this major aberration must be fixed. The relevant paragraph of the recommendation of the High Level Committee on labour related issues is extracted below:-

"FCI engages large number of workers (loaders) to get the job of loading/unloading done smoothly and in time. Currently there are roughly 16000 Departmental workers, about 26000 workers that operate under Direct Payment System (DPS), some under 'No work No Pay" and about one lakh contract workers. A Departmental worker (loader) cost Food Corporation of India Rs.79500/- per month (April-November 2014) vis-à-vis DPS workers at Rs. 26000/- per month and contract labour cost about Rs. 1000/- per month. Some of the departmental labourers (more than 300) have received wages (including arrears) even more than Rs. 4lakhs/per month in August 2014".

It is submitted that the Honble High Court at Judicature at Mumbai, Nagpur Bench suo motto took up public interest litigation being PIL No. 84 of 2014 wherein all these facts were examined in detailed and specific findings were given while disposing of the said PIL. A copy of the order dated 20.11.2015 passed by the Hon'ble High Court in Mumbai, Nagpur Bench, in PIL No. 84 of 2014 is annexed herewith and marked as ANNEXURE-R1. It is submitted that while disposing of the said PIL at paragraph 30, following directions were issued by the Hon'ble Court, reiterated as under :-

30. In that view of the matter, we dispose off the present Public Interest Litigation by passing the following order.

(i) The Government of India is directed to decide the representation made by the Food Corporation of India for grant of exemption under the provisions of Section 31 of the said Act within a period of one month from today, in the light of observations made by us hereinabove within a period of one month from today.

## FOOD CORPORATION OF INDIA

(ii) The Government of India shall decide the issue regarding denotification of the depots of the Food Corporation of India, in respect of which notification is issued u/s 10 of the said Act, within a period of six months from today, in the light of observations made by us hereinabove and the report of M/s. Deloitte Consultancy and the report of High Level Committee appointed by the Government of India itself.

(iii) We clarify that the respondent/Food Corporation of India would be entitled to transfer the services of departmental labourers from one depot to another subject to protecting their salary and all other service conditions

(v) We also clarify that the respondent/Corporation would be at liberty to implement its policy of change in the Scheme of incentives.

(vi) The Government of India shall also take a decision regarding abolition of system o departmental labourers in a phased manner or absorbing their services in other establishments as recommended by the High Level Committee.

It is submitted that at Clause (3) of the oral judgement, the Division Bench has specifically held that respondent Corporation would be entitled to transfer services of the departmental labourers concerned from one depot to another depot, subject to protecting their salary and other service conditions. The said judgment has also directed the Government to decide the representation as made by the respondent Corporation for grant of exemption.

9. It is subsequent to the said decision in PIL by the Hon'ble High Court of Judicature at Mumbai, Nagpur Bench, the Government of India vide its notification dated 06.07.2016 de-notified certain depots of the respondent Corporation for a period of two years from the date of publication of the Notification in the official gazette.

10. The respondent corporation further ought to stage and submit that as the Corporation was paying idel wages to its set of employees Corporation in order to utilize the complete facilities at FSD Sabarmati, decided to transfer its employes from FSD Vadodara to FSD Sabarmati so that the respondent Corroation is not required to pay idel wages to its employees at Vadodara. It is further respectfully submitted that FSD Sabarmati is having capacity of 80,000 mtrs. The said facility has it own rail sliding, thus when the rake (goods special) comes at FSD Sabarmati station, food grain rake are simply unloaded at the rail head of the respondent Corporation and then the rake can leave the rail siding of the depot.

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11. It is further required to be noted that FSD Vadodara constant and proportionate work is not available for the departmental labourers and work is to be executed only as and when work is available, whereas at FSD Sabarmati, 26 days of working is normally achieved as it has railway sliding facility available and with the extra manpower, operational cost would be reduced. It is in light of the said administrative exigencies, it was decided by the respondent Corporation to transfer services of the petitioners at Sabarmati depot.

6 The above facts would go to show that it would not be only on account of lifting of ban from employing the contract labour but administrative exigencies and public interest demanded for re-organization and rationalization of the departmental labours at various depots, including at Vadodara. Therefore, the contention that there is no public interest involved in transferring the petitioners but only to accommodate the contract labour at Vadodara, the transfer is effected, cannot be accepted. The petitioners, have stated in the rejoined affidavit that the concerned authorities have misinterpreted the notification dated 06.07.2016 and that even if the contract labours are to be employed, exigency of work would not require transfer of the petitioners from Vadodara to Sabarmati and that Class IV, would be spared for their transfer from one depot to another depot. But in the Sur- Rejoinder, it is stated that usual working at FCI, Sabarmati having capacity of 80000 MT and its own railway siding and there is work of average handling quantity per month 14422 MT requiring 25-26 days work, which could result in optimum utilization of manpower and it is stated to be major administrative reason for transferring the petitioners. It is further stated in para 6 of the Sur Rejoinder filed on behalf of respondent Nos 2 to 5 as under:

'6. I say and submit that after transferring the labour of FSD Vadodara to FSD Sabarmati, the additional capacity of 8750 MT (approximately monthly rent of Rs.647500/-) has been reduced also 1000 MT (approximately monthly rent of Rs.7400000/-) at CWC Adalaj is being de-hired on 10.10.2016 which will save approximately rent of about Rs.13,87,500/- per month, thus the said transfers shall save the respondent huge amounts of money which will end result of savings for the public exchequer.

7 Learned advocates Mr. Unwal and Mr. Naidu submitted that similar such challenge to the order of transfer was made before other High Courts and the challenge has not been accepted. The Court in the present case, having considered the facts stated above, finds that it cannot be said that the impugned order of transfer of the petitioners, is not for public interest. It clearly appears that the transfer is not only for public interest but also for administrative reasons which are well spelt out in the affidavit in reply and Sur-Rejoinder by the Respondents.

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8 Learned advocate Mr. Majumdar however contended that the transfer of the peititoners is contrary to the provisions made in the Model Standing Order. It is pointed out by learned advocates appearing for the respondents that the petitioners have already approached the Conciliation Officer under the Labour Laws. If the Model standing orders apply, it is for the petitioners to pursue their remedy under the Labour Laws. In fact, the petitioners having taken up the dispute before the Labour authorities, it would not be open to the petitioners to assail the impugned order on the ground that transfer of Class IV employees cannot be effected.

9 in the facts of the case, the Court finds that the petitioners have failed to make out any case so as to interfere with the impugned order of transfer in exercise of the power under Article 226 of the Constitution of India. The petition is therefore, rejected.

Sd/-

(C.L. SONI.J)

# FOOD CORPORATION OF INDIA

ANNEXURE 103

No. IR(L)31(6)/2011/676

Dated:08.08.2011

## CIRCULAR NO.11/2011

It has been noticed that due to non maintenance of certain records, registers and returns as required under various Labour laws at the level of depots/ area offices, the labour enforcement officers are filing Prosecution Cases against Senior Officers of Food Corporation of India, thus causing serious embarrassment to the Corporation.

2 The Area Managers are the appointing authorities of departmental/ direct payment system/NWNP System laborers in the godowns / depot owned and/or operated by the Food Corporation of India. As such, the area managers are fully responsible for supervision and overall control of the Labourers engaged in the godowns/ depots. The payment of wages, deduction and remittance towards PF etc. in respect of the labourers employed in the godowns/ Depots under their control./ jurisdiction, is entirely the responsibility of the Area Mangers. They are also responsible for compliance with the statutory obligations applicable under various Labour Laws.

3 Accordingly, the Area Mangers are hereby notified as Employer for the purpose of section 2 (e) of the Minimum wages Act 1948 and other Labour Laws, since the area maners are also responsible for effective supervision and control of the contractors engaged in the Godowns/ depots of FCI, they are hereby also notified as Principal Employer as defined under section 2 (g) of the contract Labour (Regulation and Abolition) Act, 1970.

4 This issues with the approval of Competent Authority.

Sd/-

(T. JAYAKUMAR)

GENERAL MANGER (IR-L)

# FOOD CORPORATION OF INDIA

ANNEXURE 104

No. IR(L)31(6)2011

Dated: 23.07.2012

## Circular No. 7/2012

**Sub: Compliance of statutory provisions of various Labour Laws and the provisions contained in Model Tender Form (MTF) for Handling and Transport Contract.**

FCI Headquarters keeps receiving complaints from various Labour Unions/ Labourers that statutory provisions of various Labour Laws and MTF are not being strictly complied with by the Field Offices in respect of Departmental, DPS, NWNP and Contract Labour system of workers.

2 In this connection, it is stated that IR(L), Stg & Cont and CP divisions of Headquarters had earlier issued instructions listed below from time to time for the compliance of provisions of Labour laws as applicable to the directly employed labour and contract labour.

IR(L) Division

### **Minimum wages Act, 1948**

1. Circular No.18/2011 dated 3/15.11.2011 issued from file no. IR(L) 3(6)/88/VolXI
2. Circular No. 19/2011 dated 13/12/2011 issued from file NO. IR(L)/8 (18)95-Voil

V

### **Employees Provident Fund and Miscellaneous Provisions Act, 1952.**

3. Headquarters vide letter/ Circular No. IR(L)/3(7)/99-Vol. VII dated 10.08.2011.

### **Payment of Gratuity Act, 1972**

4. Circular No.8/2010 dated 13/07/2010 (file No. IR(L)4(6)/81/Vol. IV)

### **Employees Compensation Act, 1923.**

5. Headquarters vide letter/circular No. 17/2003 dated 20.10.2003 (file No. IR(L)/4(41)/2003) has issued guidelines to ensure compliance of the provisions of Workmen Compensation Act, (now Employees Compensation Act, 1923).

Employees Compensation Act, 1923)

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**Employees State Insurance Act (Medical Health Care Benefits to Direct Payments/ NWNP system Labour),1948.**

6. Headquarters Circular No. 14/2011 dated 02.09.2011 issued from file No. IR(L)/14(2)/2005.

**Contract Labour (Regulations and Abolitions) Act, 1970**

S & C Division

:7. Headquarters storage contract Division vide letter nO. E1(Misc)/WZ/06/Cont. PF dated 29.10.2007 (Annexure III) has circulated check list to all EDs (Zone) and GMs (Region)

**Liabilities of H7T Contractor for Personnel**

8. Headquarters videe letter NO.F1(21/CVC/2011/Cont. dated 02/05.09.2011 has circulated revised Model Tender form for Handling and Transport Contract.

9. S&C Divisiion Circular No.F.2/9/17/77-Cont. dated 09.01.1986- regarding payment of EPF to RPFC concerned in respect of labourers/ employees engaged through contractor.

10. S &C division ciurcular No.F.1/5/93-Cont. dated 22.11.2000- regarding registration of FCI as Principal Employer and licensing of handling and transport contractors under Contract Labour (RE&A) Act, 1970 and implementation of other Acts like EPF Act, Minimum wages Act, etc

11. S&C Division Circular No.F.1/5/93- Cont dated 22.11.2000- regarding registration of FCI as Principal Employer and liensing of handling and transport contractors under Contract Labour (R&A) Act, 1970 and implementation of other statutory provisions of Employees Provident Fund, Minimum wages Act etc.

12. S&C division Circualr No.F.1(22) Statutory Acts/ 2000- Cont dated 11.03.2003 - regarding Strict compliance of various provisions of Labour Laws like Contract Labour (R&A) Act, 1970, EPF Act and all the terms and conditions of the Contract signed between H & T Contractors and the FCI Management in respect of labourers, employed by the contractors in FCI depots.

In order to ensure compliance of the statutory laws, the Area Managers have been notified as employer for the purpose of section 2(e) of the Minimum, Wages Act 1948 and other Labour Laws, vide circular No. 11/2011 dated 08/12/08/2011 (Annexure I) . The Area Managers are also responsible for effective supervision and control of the Contractor engaged in the Godowns/ Depots of Food Corporation of

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India,. Therefore, they have been notified as Principal Employer as defined under section 2 (g) of the Contract Labour (R&A) Act, 1970.

3 Ministry of Consumer Affairs Food and Public Distribution , Department of Food and Public Distribution vide letter NO.39-31/2012-AC-Feb 2012 (Annexure II), has directed strict compliance of the instructions issued by the Ministry of Labour and Employment vide letter No. 22(1)/2006-se (Part) dated 8th February 2012 regarding effective enforcement of the Contract Labour (R&A) Act and other labour enactments by the CPSU. In view of this all authorities who are awarding contracts, involving engagement of labourers should ensure compliance of the provisions of the labour enactments invariably.

4. In this context, some of the provisions of Labour Laws, as applicable in respect of above types of Labour are explained hereunder "-

### **I. Minimum Wages Act, 1948**

The Ministry of Labour and Employment (G.O.I) vide Notification No. S.O.1284(E) dated 20th May 2009 issued under Minimum Wages Act had fixed area-wise daily minimum rates of wages per day payable to the unskilled labour engaged in the scheduled employment of "Loading and Unloading in (i) Goods Sheds, Parcel Offices of Railway; (ii) Other Goods Sheds, Godowns, Warehouses etc. (iii) "Docks and Ports". The warehouses of the FCI are also covered in said notification as confirmed by the Ministry of Labour vide letter No. S-32018/1/2009-WC dated 09.09.2009. Accordingly the minimum daily rates so fixed under this notification are being followed by FCI in respect of DPS and NWNP system workers. It has to be ensured that the above types of labourers do not get remuneration less than minimum daily rate as notified by the Ministry of Labour, Government of India.

The details of the records which are primarily required to be maintained as per the Minimum Wages (Central) Rules are enclosed as Annexure-III).

### **II. Employees Provident Fund & Miscellaneous Provisions Act, 1952.**

(a) The 'No Work No Pay' system Labour are governed by the provisions of Employees Provident Fund & Miscellaneous Provisions Act, 1952.

(b) In case of 'No Work No Pay' System Labour 12% share has to be deducted from their earnings. FCI shall contribute 13.51% (12% as employer's Share + 1.61% as administrative charges) of the earnings of individual NWNP System Labour. The whole amount i.e. employee share, employer share and the

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administrative charges, shall be deposited with the Provident Fund Authorities against code number allotted by the concerned RPFC office(s). It has to be ensured that the individual workers are allotted their respective PF numbers. The workers/members, should also be provided with annual contribution/subscription slips.

### **III. Contractual Labour (Regulation & Abolition) Act, 1970.**

Headquarters' Storage & Contract Division vide letter No. E1(Misc.)/WZ/06/Cont.PF dated 29.10.2007 (Annexure-IV) has circulated a check list to all EDs (Zone) and GMs (Region) to keep strict watch on the performance of Contractors and take immediate remedial steps if any fault is found in observance of the rules/laws. Important provisions /rules of this enactment are given below :

Under the contract Labour (Regulation and Abolition) Act, 1970, if an H &T contractor employs 20 or more contract labour on any day of the preceeding twelve months, he is required to obtain license from the Appropriate Authority for the number of workers to be employed by him. FCI is also required to get itself registered as Prinicipal Employer with the respective authorities and get Registration Certificate and furnish the required annual return.

b. FCI as Principal Employer, has to ensure that Contract Laboruers are paid their due wages in time. For this purpose, a representative of FCI should be present and witness the payment at the time of disbursement of wages to the labourers by the contractors.

c. Contractor has to ensure certain essential amenities to the contract laboruers which are specified in the MTF for H&T contracts.

### **IV. Payment of Gratuity Act, 1972**

Headquarters vide circular No.8/2010 dated 13/07/2010 (file No. IR(L)/4(6)/Vol. IV) has issued instructions to regulate payment of gratuity amount as per the provisions of this act.

FCI is liable to comply with the provisions of payment of Gratuity Act 1972 in respect of Departmental, DPS and NWNP system workers, in this context, important records which are required to be maintained as per the provisions of the payment of gratuity act and (Central) Rules framed there under are enclosed as (Annexure V) Besides, average of last 3 months of incentive earnings be also taken into consideration towards computation of gratuity in respect of departmental workers at on part of wage.

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### **V. Employees Compensation Act, 1923**

Headquarters vide letter/ circular No.17/2003 dated 20.10.2003 (file No. IR(LO)/4(41)/2003) has issued guidelines to ensure compliance of the provisions of workmen compensation act. This act has been amended in the year 2010 and has been renamed as Employees Compensation Act, 1923, Labourers engaged under the Departmental DPS and 'No Work no Pay' system are entitled to get compensation under Employees Compensation Act as amended from time to time.

### **VI. Employees State Insurance Act, 1948 (Medical Health Care Benefits to Direct Payment /NWNPs system Labour)**

The Departmental labours are already covered in the Health Scheme of FCI. Therefore, they are not covered under ESI Act.

The medical Health Care Scheme extended to the DPS Labour for the treatment of injury sustained in course of their employment vide Circular No. 10/2005 (file No. IR(L)14(2)/05) dated 23.08.2005 will stand withdrawn immediately after extension of Medical Health Scheme of ESIC to the DPS labour.

### **5 Liabilities of H & T Contractor for Personnel**

Headquarters vide letter no.F1(21)/CVC/2011/Cont. dated 02/05.09.2011 has circulated revised Model Tender Form for Handling and Transport Contract. Clause VI (Liability for Personnel ) of MTF contains compliance of various laws/ enactments as given below;

- a. All persons employed by the Contractor shall be engaged by him as his own employees/ workers in all respects and all rights and liabilities under the Indian Factories Act, or the Employees Compensation Act and Employees Provident Fund and Misc. Provisions Act, or any other similar applicable enactments. In respect of all such personnel, shall exclusively be that of the Contractor. The contractor shall be bound to indemnify the Corporation against all the claims whatsoever in respect of his personnel under the Employees Compensation Act 1923 or any statutory modification thereof or otherwise for or in respect of any damage of compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.
- b. (i)The contractor shall be liable for making contributions in accordance with the provisions of the Employees Provident Fund and Misc. Provisions Act, 1952 and the Scheme framed there-under in respect of the labour employed by him. The contractor shall recover the amount payable by such employees and pay to

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the Corporation i.e the Principal employer under the said aCt, the amount of members contribution together with an equal amount of his contribution. If on account of the default of the Contractor in making depositing/ such payments, or for any other reason, the Corporation makes such contributions on behalf of the contractor, the FCI shall be entitled to set off against the amount due to the contractor, the contributions made by it on account of his default in making payments or otherwise in respect of the labour employed by the Contractor.

(ii) The contractor shall maintain and submit following records and returns prescribed under the EPF and Misc. Provisions Act, 1952 and the Scheme framed thereunder to the Authority designated under the said Act, and to the General Manager , FCI or any officer acting on his behalf:-

Form -2 Nomination & Declaration Forms to be submitted for new entrants.

Form-3 The Contribution Card for the currency period-Annually.

Form-3A contribution Card for the currency period from 1st April to 31st March annually.

Form -4 Contribution Card for employees other than monthly paid Employees - Annually.

Form-5 Return of Employees qualifying for the Membership

Form -5A return of Onwership to be sent to the Regional Commissioner.

Form -6 Return of the Contribution Card and Annual Statement of Contribution

Form 6A - Consolidated Annual Contribution Statement

Form -10- Form of Maintenance of accounts

Form 11 - Balance Sheet

Form -12A Statement of Contribution - Monthly.

iii. The contractor shall, within 7 days of the close of every month, submit to the principal Employer (Corporation), a statement showing the recoveries of contribution in respect of Employees employed by or through him and shall have to furnish under the Provisions of Employees Provident Fund Scheme 1952 to the Commissioner.

iv. The contractor shall maintain Inspection Note Book in the form as may be specified by the Commissioner, for an inspector to record his observation on his visit. The Contractor shall also make

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available the same when asked for inspection to the Officers of the Regional Provident Fund Commissioner and to the General Manger, FCI or officer authorized by him for acting on his behalf.

c. If the contractor fails to submit the prescribed returns, records and other documents to the designated authority under the EPF and MP Act, 1952 and Scheme framed thereunder and also to General Manger, FCI or an officer acting on his behalf, FCI will be at liberty to withhold the pending bills, security deposit etc. and or any other payments due to the Contractor.

d. In complying with the said enactments or any statutory modifications thereof, the Contractor shall also comply with or cause to be complied with the labour regulations enactments made by the State Govt/ Central Govt. from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions, unauthorisedly made, maintenance of wage book and wage slip, publications of the scale of wages and other terms of employment, inspection and submission of periodicals returns and all other matters of like nature.

e. Notwithstanding the fact whether the said legislations, enactments or any statutory modifications thereof, are applicable or not to the employees/ workers employed by the Contractor he shall comply with the following:

### **5.1 Payment of Wages to Contract Workers**

The contractor shall pay to the workers engaged by him not less than minimum wages fixed/ revised by the Government of India. Minimum wages both for the time rate and for the piece rate work shall mean the rate (s) notified by Government of India from time to time during the currency of contract period. Where such wages have not been so notified by the Government of India, the wages prescribed by the General Manager (R) as minimum wage shall be made applicable. The Contractor shall maintain following records and registers as per Minimum Wages Act, 1948 and Central Rules made thereunder;

Form I Register of fines

Form II Register of deduction for damage or loss caused to employer by the neglect or default of the employed person.

Form III Annual return not later than 1st February following the end of the calendar year to which it relates

Form IV O.T.Registers for workers.

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Form V Muster Roll

Form IXA Abstract of the Act & Rules to be displayed on Notice Board.

Form XI Wage slip should be issued to the Contract Labour in a day prior to disbursement of wages.

The proforma of Wage Book, Wage slip, register of unpaid wages and register of fines and deductions giving the particulars as indicated in Appendix III of MTF (Annexure VI).

Equal Wages to women labour at par with men shall be paid for similar nature of work.

### 5.2 Weekly off

The Contractor shall allow or cause to be allowed to the workers directly or indirectly employed in the work one day's rest for six days continuous work and pay wages at the same rate as for duty.

### 5.3 Attendance Allowance

The contractor shall pay attendance allowance per day @ 50% of the daily wages notified by the ministry of labour under Minimum Wages Act from time to time to the regular workers generally employed by him on piece rate or time rate basis when such worker report for duty on the day but is not booked or given work for the day shift. The General Manager shall have the right to deduct any sum due to the Contractor required for making good the loss suffered by a workers by seasons for non-fulfillment of the condition of the contract for the benefit of workers, non-payment of wages, or of deductions made from his or their wages which are not justified or non observations of the regulations/enactments.

### 5.4 Welfare and Health of Contract Labour: Duties and responsibilities of the Contractor

The contractor shall comply with the provisions as regards provision of canteen/rest room, latrine, Urinal, Washing facilities, first aid facilities etc. **as follows as contained in the Contract Labour (Regulations and Abolition) Act, 1970 and other applicable laws as amended from time to time.**

- i) Where contract labour is required to halt at night and work is likely to continue for three months, a rest room is to be provided by the contractor within 15 days.
- ii) Where 100 or more contract labour is likely to continue work for six months, the contractor should provide a canteen within 60 days of employing labour.
- iii) Sufficient supply of drinking water at convenient places to be provided.

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- iv) Sufficient number of latrines and urinals to be provided.
- v) Adequate and suitable washing, bathing places separately for men and women shall be provided by the contractor.
- vi) First aid box (one box for 150 contract Labour) to be provided in working hours.

### **6 Allotment of A sub Code Number in respect of each contract depot to facilitate Proper remittance of EPF Contribution to RPFC of the Respective State.**

6.1 In order to ensure extension of provident fund and other benefits to the employees/labourers employed by the Contractors, the Central Provident Fund Commissioner has directed the Food Corporation of India to seek exemption under Para 27(A) of the EPF and MP Act 1952 and scheme framed thereunder. Such exemption will be subject to all the conditions which are normally imposed in the case of grant of exemption to the establishment as a whole under section 17(1) of the Act.

7. Food Corporation of India, being the Principal Employer for Contractors workers under the proposed arrangement, will be held responsible for collection and remittance of the dues and rendition of all the statutory returns in respect of all the employees/labourers employed through the Contractors. Considering the country wide operations by FCI and magnitude of labour employed through the Contractors at various depots in Corporation, each depot shall seek a sub-code number, to facilitate proper remittance of EPF contributions to the RPFC(C) offices concerned in the States.

8. The Area Managers will ensure (through the concerned depots) the remittance of the EPF i.e. employees contribution and matching contribution from the Contractors labour alongwith necessary returns and details of particulars of workers to the appropriate authorities within the prescribed time schedule. Each depot will be inspected by the Inspector of the concerned RPFC in order to prescribe the registers/returns and the records to be maintained periodically for submission to the appropriate authorities laid down under EPF Act, 1952 and scheme framed there under.

9. Regarding procedure for making recoveries from the labourers employed by the Contractors engaged in each FCI depot, it is the duty of every Contractor to furnish within seven days of the close of every month to FCI a statement showing the recoveries of contribution (employer and employee share) for onwards submission to concerned RPFC offices failing which the concerned Area Manager should ensure

## FOOD CORPORATION OF INDIA

that deduction of EPF contributions employer and employee share are made from the Contractor's bills before the release of payment to them.

10. The General Manager/Deputy General Manager (Regions)/Deputy General Manager (PO) concerned will send a report of the compliance of the above instructions to CPF Division Hqrs. The progress of work will be reviewed in the Performance Review Meetings in the Headquarters. Besides, they shall also ensure submission of information in compliance of depositing the EPF contributions with the statutory fund to be maintained by the RPFC concerned which should reach CPF Division of Headquarters on or before 15th of every month showing the position of the preceding month.

11. All the field functionaries, GMs(Region), Area Managers and Depot Managers in particular, should ensure that the statutory provisions of the above enactments and other laws are strictly complied with.

Encl: as above.

Sd/-

(S. K.SWAIN)

DY.GENERAL MANAER (IR-L)

# FOOD CORPORATION OF INDIA

ANNEXURE 106

No. IR(L)31 (6)/2011/292

Dated:13.05.2013

## CIRCULAR 06/2013

**Sub: Compliance of the provisions of Employees Provident Fund and Misc Provisions Act 1952 and Employees State Insurance Act 1948 in respect of the contract workers.**

1 Attention is invited to this office circular no.7/2012 dated 23.07.2012 vide which procedures for the compliance of the provisions of labour enactments including these legislations have been explained in respect of directly employed labour.

2. Executive Director (vig) FCI Hqres has observed that there may be apprehensions of misappropriation of amount of EPF and ESIC contribution of out sourced contract workers engaged through security or other agencies in FCI offices (Extract of note is enclosed).

In this connection it is stated that Headquarters vide letter No.F.(21)/CVC/ 2012/Cont.dated 02.09.2011 has circulated Model Tender Forms for Handling and Transport Contrat clause VI (liability for Personnel) of MTF containing procedure for the compliance of various Labour Laws/ Enactments. The liability of the contractor vis-z-vis Priincipal Employer as contained in Employees Provident Fund and Misc. Provisions Act 1952 is given as under:

(b)(i) The contractor shall be liable for making contributions in accordance with the provisions of the Employees Provident Funds and Misc. Provisions Act,1952 and the scheme framed there under in respect of the labour employed by him. The contractor shall recover the amount payable by such employees and pay to the corporation i.e. the Principal Employer under the said Act, the amount of members contribution together with an equal amount of employers' contributions and also administrative charges. If on account of the default of the Contractor in making/ depositing such payments or for any other reason, the Corporation makes such contributions on behalf of the Contractor, the FCI shall be entitled to set off against the amount to the contractor, the contributions made by it on account of his default in making payments or otherwise in respect of the labour employed by the contractor.

(ii) The contractor shall maintain and submit following records and returns prescribed under the EPFD and MP Act, 1952 and the Scheme framed thereunder to the Authority designated under the said Act and to the General Manager, Food Corporation of India or any officer acting on his behalf.

Form 2 Nomination and Declaration Forms to be submitted for new entrants.

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Form 3	The Contribution Card for the currency period-Annually.
Form 3A	Contribution Card for the currency period from 1st April to 31st March Annually.
Form 4	Contribution card for Employees other than monthly paid employees Annually.
Form 5	Return of Employees qualifying for the Membership.
Form 5A	Return of Ownership to be sent to the Regional Commissioner.
Form 6	Return of the Contribution card and Annual Statement of Contribution.
Form 6A	Consolidated Annual Contribution Statement.
Form 10	Form of Maintenance of Accounts
Form 11	Balance Sheet
Form 12A	Statement of Contribution - monthly.

(iii) The contractor shall, within 7 days of the close of every month, submit to the Principal Employer (Corporation), a statement showing the recoveries of Contributions in respect of Employees employed by or through him and shall also furnish such information as the Principal Employer (Corporation) is required to furnish under the provisions of Employees Provident Fund Scheme 1952 to the Commissioner.

(iv) If the Contractor shall maintain inspection Note Book in the form as may be specified by the Commissioner, for an inspector to record his observations on his visit. The contractor shall also make available the same when asked for inspection to the officers of the Regional Provident Fund Commissioner and to the General Manager, FCI or officer authorized by him or acting on his behalf.

c If the contractor fails to submit the prescribed Returns, Records and other documents to the designated authority under the EPF and MP Act, 1952 and Scheme framed thereunder and also to General Manager, FCI or an officer acting on his behalf, FCI will be at liberty to withhold the pending bills, Security Deposit etc. and or any other payments due to the Contractor.

### **3. ALLOTMENT OF A SUB CODE NUMBER IN RESPECT OF EACH CONTRACT DEPOT TO FACILITATE PROPER REMITTANCE OF EPF CONTRIBUTIONS TO RPFC OF THE RESPECTIVE STATE.**

S&C Division Circular No.F.2/9/17/77-Cont dated 09.01.86

In order to ensure extension of provident fund and other benefits to the employees/ labourers employed by the Contractors, the Central Provident Fund Commissioner has directed the FCI to seek

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exemption under paraa 27(A) of the EPF and MP Act, 1952 and Scheme framed thereunder. Such exemption will be subject to all the conditions which are normally imposed in the case of grant of exemption to the Establishment as a whole under section 17(1) of the Act.

4 FCI being the principal employer for contractors workers under the proposed arrangements, will be held responsible for collection and remittance of the dues and rendition of all the Statutory Returns in respect of all the Employees/ laboruers employed through the Contractors. Considering the Country wide operations by FCI and magnitude of labour employed through the Contractors at various Depots in Corporation, each Depot shall seek a sub code Number to facilitate proper remittance of EPF contributions to the RPFC offices concerned in the state.

5 The Area Mangers will ensure (through the concerned depots) the remittance of the EPF i.e. Employees contributions and matching contribution from the Contractors labours alongwith necessary Returns and details of particulars of works to the appropriate authorities within the prescribed time schedule. Each depot will be inspected by the Inspector of the concerned RPFC in order to prescribe the Registers/ Returns and the Records to be maintained periodically for submission to the Appropriate Authorities laid down under EPF and MP Act, 1952 and Scheme Framed thereunder.

6 Regarding procedure for making recoveries from the labourers employed by the Contractors engaged in each FCI depots, it is the duty of every contractor to furnish within seven days of the close of every month to FCI a statement showing the recoveries of contribution (employer and employee's share) for onwards submission to concerned RPFC offices failing which the concerned Area Manager should ensure that deductions of EPF contributions employer and Employee's shares are made from the Contractor's bills before the release of payment to them.

The practice to engage Contract workers for other job i.e. Security Guards, Data Entry Operators and drivers etc. are also prevalent in various other offices of FCI across the country. The conditions of such contractual arrangements are being regulated by separate Agreements signed by concerned Divisions/ Offices with the Security/ other Agencies. Irregularities in fulfillment of statutory provisions of Employees Provident Fund and Misc. Provisions Act 1942 and ESI Act 1948 has been reported in respect of Security Guards/ Data Entry Operators engaged through the contractors in few places which needs to be curbed by ensuring compliance of Statutory obligations as explained above.

### **8 EMPLOYEES STATE INSURANCE ACT 1948**

Liabilites of H&T Contractor for Personnel as contained in S&C Division letter NO.F.1(21)

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CVC/2011/Cont. dated 02.05.09.2011 (revised MTF for Handling and Transport ) envisages as under:-

All persons employed by the contractor shall be engaged by him as his own employees/ workers in all respect and all rights and liabilities under the Indian Factories Act, or the Employees Compensation Act and Employees Provident Fund and Misc. Provisions Act, or any other similar applicable enactments in respect of all such personnel, shall exclusively be that of the Contractor. The contractor shall be bound to indemnify the Corporation against all the claims whatsoever in respects of his personnel under the Employees Compensation Act, 1923 or any statutory modifications thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.

Employees state Insurance Act 1948 is applicable to Contract Workers and liability vest upon the contractor to ensure strict compliance in view of the Notification dated 20.07.2009 extract given below:

"Ministry of Labour and Employment vide notification dated 22.07.2009 (copy enclosed) has extended provisions of Employees State Insurance Act 1948 (34 of 1948) to the classes of establishment specified in Column (1) and situated within the area specified in column 2 of schedule to the category of employees specified in columns (3) of the said schedule."

9 Establishment engaged in warehousing are covered in the above mentioned Notification Returns, Forms, records are to be maintained and submission under ESI Act 1948 as prescribed in the Central Rules are enclosed for strict compliance.

All the field functionaries i.e. GMs (Region), Area Managers and Depot Managers in particular should ensure meticulous compliance of statutory provisions of the Acts and other Laws strictly in respect of contract labourers to avoid any legal/IR problem at a later stage

Encl: as above.

Sd/-

**(Dr. C.L.Ram)**

**General Manager (IR-L)**

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ANNEXURE 107

No.IR(L) 31(6) 2011

Date:13.0.2013

## CIRCULAR NO.07/2013

### **Sub: Compliance of the provisions of Contract Labour (R&A) Act**

1. Attention is invited to this office Circular No. 7/2012 dated 23.07.2012 vide which procedure for the compliance of the statutory provisions of Laws in respect of contract labour has been explained for strict compliance.

2. ED (Vig.) FCI Hqrs., during his recent tour to some of the depots of U.P. has observed that the provisions of Contract Labour (R&A) Act, is not being complied with particularly with regard to the upkeep of authentic records in respect of Contract Workers which is of vital importance while working out the Seniority of Workers at the time of their induction in the event of Notification of the Depot under the said Act. Specific observations made by ED (Vig.) in respect of Roza depot (Shahjahanpur) UP are also enclosed.

It is, therefore, imperative that all the provisions under the Contract Labour (R&A) Act are meticulously complied with by the concerned Manager (Depot) Area Manager and GM Region. Some of the specific instructions earlier issued in this regard are reiterated as under.

3. Headquarters Storage & Contract Division vide letter No. E1(Misc.)/WZ/06/Cont. PF dated 29.10.2007 (Annexure-III) had earlier circulated Check List to all EDs (Zone) and GMs(Region) to keep strict watch on the performance of Contractors and take immediate remedial steps if any default is found in observance of the Rules/Laws. Important provisions/Rules of this enactment are given below :

(a) Under the Contract Labour (Regulation & Abolition) Act, 1970, if a H & T Contractor employs 20 or more Contract Labour, he is required to obtain License from the Appropriate Authority for the number of Workers to be employed by him. FCI is also required to get itself registered as Principal Employer with the respective Authorities and get Registration Certificate.

(b) FCI as Principal Employer, has to ensure that Contract Labourers are paid their due wages in time. For this purpose, a Representative of FCI should be present and witness the payment at the time of disbursement of wages to the Labourers by the Contractor.

(c) Contractor has to ensure to provide certain essential amenities to the Contract Labourers which are specified in the Contract Labour (R&A) Act 1970.

4. Payment of Wages to Contract Workers

The Contractor shall pay to the Workers engaged by him not less than minimum rates of wages fixed/revised

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by the Government of India Minimum wages both for the time rate and for the piece rate work shall mean the rate(s)" notified by Government of India from time to time during the currency of Contract period. Where such wages have not been so notified by the Government of India, the wages prescribed by the General Manager (R), as minimum wage shall be made applicable.

5. The Contractor shall maintain following Records and Registers **as per Minimum Wages Act, 1948 & Central Rules made thereunder :**

Form I Register of fines

Form II Register of Deduction for damage or loss caused to employer by the neglect or default of the employed person.

Form III Annual Return not later than 1st February following the end of the calendar year to which it relates.

Form IV O.T.Register of workers

Form V Muster Roll

Form IXA Abstract of the Act & Rules to be displayed on Notice Board

Form XI Wage Slips should be issued to the Contract Labour in a day prior to disbursement of wages

The proforma of Wage Boo, Wage Slip, Register of Unpaid Wages and Register of Fines and Deductions giving the particulars as indicated in Appendix III of MTF.

6 from the above, it could be apparent that if the above instructions were meticulously complied by FCI in respect of Roza Depot, the problems being faced in induction of workers after Notification of this Depot under Section 10 of the Contract Labour (R&A) Act would have been avoided.

7. All the field functionaries, GMs (Region), Area Managers and Depot Managers in particular should ensure compliance of the statutory provisions of the Contract Labour (R&A) Act, Minimum Wages Act and other applicable laws. Inspection of Contract, Labour depot be conducted as per the Check List already circulated vide letter No.EI (Misc)/WZ/06/Cont/PF dated 29.10.2007 to ensure maintenance of contract workers, Records and compliance in respect of Contract Workers.

Sd/-

**(Dr. C.L.Ram)**

**General Manager (IR-L)**

## FOOD CORPORATION OF INDIA

Case No. CAL-53(126)/70/

MEMORANDUM OF SETTLEMENT UNDER SECTION 12(3) OF THE INDUSTRIAL DISPUTES ACT, 1947 BETWEEN THE MANAGEMENT OF FOOD CORPORATION OF INDIA, CALCUTTA AND THE WORKMEN REPRESENTED BY THE FOOD CORPORATION OF INDIA WORKERS' UNION (INTUC), CALCUTTA OVER STRIKE NOTICE DATED 16.09.70 AND A CHARTER OF 5 DEMANDS.

### PARTIES PRESENT

<b>Representing Employers:</b>	
Food Corporation of India, 10, Middleton Row, Cal-16	1. Shri N.K. Chaddha, Sr. Dy. Manager (Labour)
	2. Shri I. S. Mathur, Officer on Special Duty
	3. Shri S.K. Shome, Sr. Asstt. Manager
	4. Shri A.K. Banerjee, Sr. Asstt. Manager
	5. Shri S. Bhattacharjee, Asstt. Manager
<b>Representing Workmen:</b>	
Food Corporation of India Workers Union,	1. Shri Janaki Mukherjee, General Secretary
10, Mahanchand Road, Cal-23	2. Shri G.S. Jena, Joint Secretary
	3. Shri N. Ghosh, Joint Secretary
	4. Shri Gunal Chowdhary, Organising Secretary

### SHORT RECITAL OF THE CASE

The General Secretary, Food Corporation of India Workers' Union (INTUC), Calcutta served a strike notice on 16.09.70 on the Zonal Manager, Food Corporation of India, Calcutta-16 proposing to launch strike on 1.10.70 or any day thereafter over 5-point charter of demands including the immediate departmentalisation of workers of the Depots of Food Corporation of India, Central Warehousing Corporation, State Warehousing Corporation and Storing agents engaged for handling of food grains and declaration of Bonus for the year 1969. An endorsed copy of the aforesaid strike notice was received in this office on 17.09.70 and on that very day, the Regional Labour commissioner (Central), Calcutta issued notice fixing conciliation proceedings on 19.09.70. After preliminary discussions on 19.09.70, the proceedings were adjourned and the same were held on 22.10.70 and 30.10.70. As certain issues required handling at the level of New Delhi authorities of the Food Corporation of India, Shri Kali Mukherjee, on behalf of the Food Corporation of India Workers' union went to New Delhi and held discussion with the concerned authorities there. As the workmen were getting impatient and restive, they reported to strike from the morning of 30.10.70. The Union was advised by this office not to precipitate matters and to withdraw the strike, but in view of the mood of the workmen, the strike continued. As the strike was getting prolonged, in the interest of the food handling work in the statutory rationing areas at Calcutta and other areas, an order was issued under the Essential Services maintenance Act, 1968 prohibiting the strike on 7.11.70.

2. As despite this order, the strike was not withdrawn and situation was getting worsen, the Assistant Labour Commissioner (Central), Calcutta-II held final conciliation proceedings in the matter on 13.11.70 and 14.11.70. During the course of discussion, the union desired that the food handling workers working with the Contactors at the Railway sidings should also be departmentalised immediately. The food corporation of India authorities indicated their inability to accede this demand of the Union since, according to them, the sidings belong to the Railways and the siding workers handle many other commodities apart from food.

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Refuting the contention of the Food Corporation of India on this score, the Union demanded a Joint enquiry with the association of an officer of the Regional Labour Commissioner's (C) Office to find out the fact. The Assistant Labour Commissioner (C), Calcutta-II commented that it could be probed into.

3. After further detailed discussions and as a result of suggestion and counter-suggestion made by the Assistant Labour Commissioner (C), Calcutta-II, the dispute was amicably resolved on 14.11.70 on the following terms:

### TERMS OF SETTLEMENT:

It is agreed that:

- (1) The parties agree to refer the following two issues to a mutually agreed Arbitrator for arbitration under Section 10A of the I.D. Act, 1947 within 15 (fifteen) days from date:-
  - (i) Eligibility and responsibility for payment of arrears accruing due to implementation of the recommendations of the Central Wage Board for Port and Dock Workers at Major Ports from 1.1.1969.
  - (ii) Payment of Bonus to the departmentalised workers from 1.1.1969.
- 2 (i) The proposed incentive scheme including norms of out-put for the food handling labour shall be finalized by the food corporation of India in commutation with the Union within 15 (fifteen) days from date and in case there be any major issue(s) of disagreement, the same will be referred to an Arbitrator within one month from the release of the proposed incentive scheme.
  - (ii) The proposed Incentive Scheme shall be brought into force from the date of departmentalisation, provided records of performance are available.
3. In view of the phased policy of departmentalisation of the food handling workers depending upon the feasibility and practicability, the Food Corporation of India agree to consider further departmentalisation in the following phases:-
  - (i) Departmentalisation of the workmen, working under the contractors in the remaining depots/godowns of the Food Corporation of India at Calcutta, with in one month from the introduction of the proposed incentive scheme.
  - (ii) Departmentalisation of food handling workmen working in Bihar depots at Gaya, Mokamah and Jamshedpur within three months from the introduction of the incentive scheme.
4. The Food corporation of India agreed to the extend the benefits of annual leave and holiday to the Departmentalisation about on the scale prevalent under the scheme of the dock Labour Board, Calcutta, with effect from 16.01.1970.
5. The Food Corporation of India agrees to introduce other fringe benefits on the pattern prevalent in the Dock Labour Board, Calcutta, and the same will be extended from the date to be mutually agreed upon by the Union and the Food Corporation of India within 15 (fifteen) days from date.
6. As regards the improvement in the existing service conditions of the workmen (including the increase in wage rates/grant of minimum guarantee) working under the storing agents of the Food Corporation of India at Calcutta and the issuance of identity cards to them, the Regional Labour Commissioner (Central), Calcutta will call a meeting of storing agents, the Union and the Food Corporation of India urgently and attempt to resolve the issues. The names and addresses of storing Agents shall be furnished to the Regional Labour Commissioner (Central), Calcutta by the Food Corporation of India, Calcutta.
7. The Union does not pursue other demands as included in the Annexure to the strike notice dated 16.9.70.

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8. In view of the aforesaid terms of settlement, the Union/Workmen withdraw the strike forthwith launched from 30.10.70.
9. The Food Corporation of India at Calcutta agrees not to report to take any legal/disciplinary action against the striking workers for participating in the instant strike.
10. The strike period shall be treated as leave, if due.
11. The parties shall furnish implementation report in respect of the aforesaid terms of settlement to the assistant Labour Commissioner (Central), Calcutta-II within two months from date, failing which the above mentioned terms of settlement shall be deemed to have been implemented in full.

### SIGNATURE OF THE PARTIES:

Representative of Food Corporation of India, Calcutta Sd/- 14.11.70 (N.K. Chaddha)	Representative of Food Corporation of India Workers Union (Janaki Mukherjee) (G. Jena) (M. Ghosh)
Witnesses: 1.(S.K. Mitra) 2.(G.P. Gupta)	
	Before Me (H.O. Bhave) 14.11.70 Assistant Labour Commissioner (C), Calcutta-II

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## MEMORANDUM OF SETTLEMENT

### NAME OF THE PARTIES

Representing the management of FCI, North Zone, New Delhi	1. Sh. Jit Singh, Zonal Manager (North) 2. Sh. R. P. Sikka, Deputy Manager (I.R) North Zone
Representing the FCI workers union, Calcutta for the departmentalized workers of FCI, Delhi Region	1. Sh. H. P Singh, General Secretary

On a charter of demands submitted by the food corporation of India workers union discussions were held by and between the parties at Food Corporation of India, Headquarters, New Delhi, wherein a good number of demands were considered. Now the management of FCI, Zonal office(north) Ansal Bhavan, Kasturba Gandhi Marg, New Delhi and Food Corporation of India Workers' Union, 58 Diamond Harbour Road, Calcutta have agreed to the following terms of settlement to be applicable to the departmentalized workers' of Delhi Region.

<b>Item no 1</b>	
Extension of Benefits of encashment of leave and leave travel concession (Bharat Darshan)	The facilities of leave encashment will be extended to the departmental workers' of Delhi region on the same lines as applicable to FCI employees with immediate effect. The leave travel concession (Bharat Darshan) will be extended to departmental workers of Delhi Region on the pattern applicable to the Food Corporation of India employees with immediate effect.
<b>Item No 2</b>	
Enhancement of stitching charge of summer and winter uniforms, increase in the quantity for cloth and supply of 2 sets of summer uniforms.	The selling limit for summer uniforms will be raised from Rs. 116.10 to Rs. 165.96 for the departmental workers in Delhi Region and that the stitching charges for winter uniform will be raised from Rs. 35/- per handling labour and Rs. 45/- per Sardar to Rs. 58/- and Rs. 65/- per set respectively.
<b>Item No 3</b>	
Enhancement of rates for funeral expenses and ex-gratia relief.	The funeral expenses in case of sad demise of any departmental worker during service will be raised from Rs. 100/- to Rs. 250/-. The ex-gratia relief to the departmental worker suffering from prolonged diseases will be raised from Rs. 50/- to Rs. 250/- per month w.e.f 13.07.1983 and other conditions will remain the same.

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<b><u>Item no 4</u></b>	
Dividing monthly wages from by 26 to arrive at daily wages for the purpose of payments of gratuity.	The daily wages for the purpose of gratuity will be arrived at by dividing gross monthly wages by 26 as per instructions issued vide circular No. 39-1/P1-EP dated 21/22.04.82.
<b><u>Item No 5</u></b>	
CPF recovery and CPF statement and payment of family pension.	The payment of CPF and family pension cases will be decided expeditiously. The incumbent will submit four copies of the photographs for the nominee/assignee as the case may be for expeditious settlement of family pension cases.
<b><u>Item No 6</u></b>	
Introduction of pay books for the workers	The pay book will be introduced for the workers of Delhi Region.
<b><u>Item No 7</u></b>	
Payment of gratuity to workers whose salary exceed Rs. 1000/- per month.	Discussion with Union on this item are going on in headquarters. This will remain pending till decision is conveyed by headquarters.
<b><u>Item No 8</u></b>	
Signature of the bipartite committee in each depot for smooth and speedy work to stop anfractuous overtime work.	The Joint consultative Machinery may be formed between the management and the Union at the depot level to consider the local issues.
<b><u>Item No 9</u></b>	
Supply of Tarpaulin to each depot and rail head during unloading work to avoid colossal loss due to wastage of tonnes of food grains.	The instruction with regard to provision of tarpaulins in the depots and the rail head during unloading operations will be reiterated.
<b><u>Item No 10</u></b>	
Enhancement of washing allowance from Rs. 5/ to Rs. 10/-	The washing allowance for the uniforms to the entitled departmental worker will be enhanced from Rs. 5/- to Rs. 10/- per month w.e.f 1.7.83.

The settlement on the above issue will be taken to have been settled finally and this will be in operation for a period of four years, the item no 2 may be revived earlier, if required.

Any dispute/ difference arriving in future relating to above items during the period of settlement will be sorted out by peaceful means by discussions across the tables or by resorting to the provision of Industrial relations machinery of the Govt. i.e. Conciliation, adjudication, etc. and no resort will be taken to direct action unless these channels are exhausted.

### **ENFORCEMENT**

This agreement will come into force on and from 11 May 1984 to

**SIGNATURE OF THE PARTIES**

## FOOD CORPORATION OF INDIA

### SIGNATURE OF THE PARTIES

Representing the management	Representing the workman
1. Jit Singh, Zonal Manager (N) 2. R.K. Atal, Regional Manager 3. R.P.Sikka, DM (IR) ..... for and on behalf of FCI	1. Shri HP Singh, General Secretary FCI workers' for and on behalf of FCI workers' Union, Calcutta
<b>Witness</b>	
1 P.K. Saxena	1 M.L. Sharma
2	2

New Delhi, Ansal Bhawan, Kasturba Gandhi Marg, FCI, Zonal Office, the 11th day of May, 1984

### MEMORANDUM OF SETTLEMENT

(Rule 58 of Industrial Disputes (central rules) 1957 read with section 18(1) of I.D. Act, 1947)

### NAME OF THE PARTIES

<b>Representing Employer :</b>	1. Shri. V Sahay, Commercial manager 2. Shri AK Chaterjee, Zonal manager (East) 3. Shri Jit Singh, Zonal Manager (North) 4. Shri. S Bhattacharjee, Addl. Financial Advised
<b>Representing Workman:</b>	1. Shri. G.S. jena, Joint Secretary, FCI workers union 2. Shri HP Singh, General Secretary, FCI workers union

### SHORT RECITAL OF THE CASE

I. The discussion with FCI workers union were started with a view to negotiate finally the wage revision of department workers in Assam, Orissa, Bihar, Delhi & UP depots as per direction of the Supreme Court. The union stuck to their demand of wage parity of the departmental workers from Assam, Bihar, Orissa, Delhi and UP to that of Calcutta complex depots and was not ready to agree to anything lesser than that. The management did not agree to the demand and so, both sides agreed. That issue will be finally settled by Supreme Court.

II. At the instance of the union, however, a series of discussions were held on 23.04.1984, 24.04.1984, 25.04.1984, 10.05.1984, 11.05.1984, 18.05.1984 and 19.05.1984 over their other demands pending with the management. As a result of discussion, the under mentioned demands having wider implications in North and East Zone have been agreed to be mutually settled as under:

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<p>1. Revision of wage structure of FCI departmental workers of Delhi and UP regions to bring them at par with similar FCI workers of Calcutta complex depots.</p>	<p>The departmental workers of Delhi depots will be paid Rs. 150/- p.m. as adhoc increase in wages w.e.f. the same date as given to Assam, Bihar and Orissa i.e. from 01.07.1983 consequent to Supreme Court Interim Award. As a gesture of goodwill, the management, on demand from the union, also agreed to pay a lump-sum amount Rs. 1000/- (rupees one thousand only) for departmental workers of Delhi depots in lieu of arrears of wages.</p> <p>With regard to UP departmental workers, the union demands that the same quantum of adhoc increase in wages and lump-sum payment in lieu of arrears be paid. The management agreed to extend a adhoc increase of Rs. 125/- p.m. in monthly wages of the departmental workers w.e.f. 01.07.1983 and a lump-sum payment of Rs. 800/- in lieu of arrears which the union also accepted.</p>
<p>2. Payment of Additional increase in incentive earnings to the departmental workers of Delhi and UP.</p>	<p>The departmental workers of Delhi and UP depots i.e. Sardars, Mandals, and Handling labour will be given an additional increase of 30% in their incentive earnings in the pre-revised scheme operating at Delhi and UP prior to revision of same in 1979 from the date the same has been paid to East zone departmental workers i.e. 23.12.1983. As Delhi &amp; UP depot workers are already enjoying increased incentive earnings in the revised scheme, while calculating the amount of increase by operating pre-revised scheme from the affective date, any amount either way will be adjusted and only difference be payable w.e.f. the date of the effect till the date of switching over to the pre-revised incentive scheme of Delhi &amp; UP departmental workers.</p> <p>As a special case, and a gesture of goodwill, an advance payment towards incentive of Rs. 500/- would be paid to each departmentalized worker (Sardar, Mondal and handling labour) at Delhi departmental depots in one lump-sum and the same will be adjusted against payment of incentive amount from the future finalisation of incentive scheme.</p>
<p>3. Payment of Night duty allowance to the Gunnyman and Bastaband workers.</p>	<p>All dock and silo workers in Calcutta Port excepting Gunnyman and Tindals will be given night Weightage Allowance. The gunnyman and their Tindals will continue to get the afternoon allowance.</p>
<p>4. Inclusion of incentive earning for the purpose of gratuity and provident fund</p>	<p>The incentive earnings would be treated as "wage" for the purpose of gratuity and provident fund.</p> <p>The Union representative under-took to discontinue inclusion of incentive earnings for the purpose of calculation of ex-gratia hitherto included in the case of departmental workers of Delhi + UP depots.</p> <p>The inclusion and non inclusion will be effective from the financial year 1984-85</p>

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<p>5. House Building advance to departmental workers.</p>	<p>The facility of house building advance on the lines available to FCI's regular employee will be extended to the departmental workers subject to the land being bought by the workers at their own cost in the approved locality for the purpose, by the competent authority of the area and subject to budget provision.</p> <p>It is further agreed by the management to place the agenda note to the board of directors for approval.</p>
<p>6. Light duty to departmental workers injured while on duty and disabled thereby and to those having suffered serious illness/operations/T.B.</p>	<p>The workers injured while on duty and disabled thereby may be provided light duty of found fit by the competent medical authority. Similarly, on the recommendations of the medical authority, those workers who have suffered prolonged illness/operations or ex-T.B. patients (list of diseases which render a worker unfit for his normal duty will be issued separately in consultation with medical authorities) may also be given light duty, subject to their being found fit by the same medical authority. The temporary and permanent nature of duty shall be determined by the competent medical authority.</p>
<p>7. Seniority for the purpose of promotion</p>	<p>The gang-wise seniority will be considered alongwith other attributes like physical fitness and suitability for the job etc. of the departmental labour for the purpose of promotion of next higher rank. If, however the LRP Sardars and Mondals are in existence in the Depot, they will be given first preference in taking the place of regular vacancies of sardars and mondols whenever occuring and the promote sardar or mondal from the gang will take the place of LRP Sardar or Mondal. in case, however, a suitable candidate is not available within the gang, depot-wise seniority will be criteria for promotion. the local depot council concerned will be consulted.</p>
<p>8. Extension of some more benefits to direct payment system labour</p>	<ol style="list-style-type: none"> <li>1. The Asor rates would be brought to a floor level of 250% ASOR in the Direct Payment System depots. Where the rates at present are above 250% ASOR the same would be continued</li> <li>2. Six closed holidays including National Holidys</li> <li>3. Sick leave for 7 days in a year</li> <li>4. Ex-gratia</li> <li>5. Employees Provident Fund</li> </ol> <p>(Necessary admission/nomination forms for Provident Fund will be given to the Union, for helping the individual workers in filling up and submission of the same).</p>

## FOOD CORPORATION OF INDIA

	<ol style="list-style-type: none"> <li>1. The Asor rates would be brought to a floor level of 250% ASOR in the Direct Payment System depots. Where the rates at present are above 250% ASOR the same would be continued</li> <li>2. Six closed holidays including National Holidays</li> <li>3. Sick leave for 7 days in a year</li> <li>4. Ex-gratia</li> <li>5. Employees Provident Fund (Necessary admission/nomination forms for Provident Fund will be given to the Union, for helping the individual workers in filling up and submission of the same).</li> <li>6. Gratuity as per payment of Gratuity Act, 1972</li> <li>7. The Management will ensure the payment of Workmen's compensation under the Workmen's compensation Act 1923</li> <li>8. First Aid Facility</li> <li>9. Provision of Revenue stamp</li> <li>10. The number of depots for extension of the above benefits will be determined by the ZM (east)/ZM (north) as per list enclosed</li> <li>11. The management will have the discretion to shift the labour from one depot to another in consultation with recognized Union and the Union will co-operate.  The same system of payment to the direct payment system labour through the inter-mediary i.e. through leader/sardar as per ASOR rates for the work done, will continue in presence of the authorized representative of the management and the Union. "The Expenditures on extension of additional benefits will similarly be reimbursed to the labour mate or sardar in respect of labour employed by him." Entry gate passes would be issued to D.P. system labour in consultation with Union.  The Union demanded for granting an amount not exceeding Rs. 600/- as minimum monthly earning of direct payment system labour. the management committee felt the demand to be reasonable and recommends that if the total earning of a D.P. labour according to ASOR falls short of the aforesaid amount, the same will be made good and suitable proposal, for the purpose, will be placed before the board of directors for approval.</li> </ol>
<p>9. Service Rules for departmental workers</p>	<p>The Service rules for the departmental workers in East Zone and North Zone will be framed on the basis of Model Standing Orders.</p>

## FOOD CORPORATION OF INDIA

10. Provision of facilities/benefits to the contract labour as per provision of contract labour (Regulations and Abolition Act) Act, 1970

The FCI management will register themselves under contract labour (Regulation & Abolition) Act, 1970 and advise the contractors to obtain license as soon as possible.

The Govt. of India, Ministry of Labour has already been addressed to fix minimum wages for the contract workers engaged in foodhandling operations of contractor system depots.

All the demands will be treated as to have been finally settled except the demand for pay revision for departmental workers and facilities for Direct payment System/Contract Labour and revision of incentive scheme for Calcutta complex workers which are pending in the Supreme Court and High Court of Calcutta respectively. In respect of these demand, the settlement will be treated as an interim arrangement till the final verdict of the concerned Supreme Court and High Court.

This settlement is without any prejudice to the interests of any the parties (FCI Workers Union and FCI Management) in any dispute pending in any court of law or Tribunal.

This settlement will remain in operation for a period of 4 years, in respect of items 3, 4, 5, 6, 7 & 9

### SIGNATURE OF THE PARTIES

Representing Employers	Representing Workmen
(V. Sahay) 24.05.84 Commercial Manager (G)	(G. S. Jena) 24.05.84 Joint Secretary, FCI workers Union
(A.K. Chatterjee) Zonal Manager (east)	
	(H.P. Singh) General Secretary FCI workers Union
(Jit Singh) Zonal Manager (north) (S. Bhattacharjea) Additional Financial manager	<b>WITNESS</b> 1. Ajit Kumar Kochhar

### LIST OF D.P. DEPOTS - BIHAR REGION AS ON MAY - 1984

1. FSD, Bhagalpur
2. FSD, Jasidi
3. FSD, Mongyer
4. FSD, Koderma
5. FSD, Daltangunj
6. FSD, Beluri & Gulabbag
7. FSD, Ranchi
8. FSD, Dhanbad
9. FSD, Hatia
10. FSD, Jaynagar
11. FSD, Darbhanga



## FOOD CORPORATION OF INDIA

**Case No. CAL-53(126)/70/**

MEMORANDUM OF SETTLEMENT UNDER SECTION 12(3) OF THE INDUSTRIAL DISPUTES ACT, 1947 BETWEEN THE MANAGEMENT OF FOOD CORPORATION OF INDIA, CALCUTTA AND THE WORKMEN REPRESENTED BY THE FOOD CORPORATION OF INDIA WORKERS' UNION (INTUC), CALCUTTA OVER STRIKE NOTICE DATED 16.09.70 AND A CHARTER OF 5 DEMANDS.

### PARTIES PRESENT

<b>Representing Employers:</b>	
Food Corporation of India, 10, Middleton Row, Cal-16	1. Shri N.K. Chaddha, Sr. Dy. Manager (Labour)
	2. Shri I. S. Mathur, Officer on Special Duty
	3. Shri S.K. Shome, Sr. Asstt. Manager
	4. Shri A.K. Banerjee, Sr. Asstt. Manager
	5. Shri S. Bhattacharjee, Asstt. Manager
<b>Representing Workmen:</b>	
Food Corporation of India Workers Union, 10, Mahanchand Road, Cal-23	1. Shri Janaki Mukherjee, General Secretary
	2. Shri G.S. Jena, Joint Secretary
	3. Shri N. Ghosh, Joint Secretary
	4. Shri Gunal Chowdhary, Organising Secretary

### SHORT RECITAL OF THE CASE

The General Secretary, Food Corporation of India Workers' Union (INTUC), Calcutta served a strike notice on 16.09.70 on the Zonal Manager, Food Corporation of India, Calcutta-16 proposing to launch strike on 1.10.70 or any day thereafter over 5-point charter of demands including the immediate departmentalisation of workers of the Depots of Food Corporation of India, Central Warehousing Corporation, State Warehousing Corporation and Storing agents engaged for handling of food grains and declaration of Bonus for the year 1969. An endorsed copy of the aforesaid strike notice was received in this office on 17.09.70 and on that very day, the Regional Labour commissioner (Central), Calcutta issued notice fixing conciliation proceedings on 19.09.70. After preliminary discussions on 19.09.70, the proceedings were adjourned and the same were held on 22.10.70 and 30.10.70. As certain issues required handling at the level of New Delhi authorities of the Food Corporation of India, Shri Kali Mukherjee, on behalf of the Food Corporation of India Workers' union went to New Delhi and held discussion with the concerned authorities there. As the workmen were getting impatient and restive, they reported to strike from the morning of 30.10.70. The Union was advised by this office not to precipitate matters and to withdraw the strike, but in view of the mood of the workmen, the strike continued. As the strike was getting prolonged, in the interest of the food handling work in the statutory rationing areas at Calcutta and other

## FOOD CORPORATION OF INDIA

areas, an order was issued under the Essential Services maintenance Act, 1968 prohibiting the strike on 7.11.70.

2. As despite this order, the strike was not withdrawn and situation was getting worsen, the Assistant Labour Commissioner (Central), Calcutta-II held final conciliation proceedings in the matter on 13.11.70 and 14.11.70. During the course of discussion, the union desired that the food handling workers working with the Contactors at the Railway sidings should also be departmentalised immediately. The food corporation of India authorities indicated their inability to accede this demand of the Union since, according to them, the sidings belong to the Railways and the siding workers handle many other commodities apart from food. Refuting the contention of the Food Corporation of India on this score, the Union demanded a Joint enquiry with the association of an officer of the Regional Labour Commissioner's (C) Office to find out the fact. The Assistant Labour Commissioner (C), Calcutta-II commented that it could be probed into.

3. After further detailed discussions and as a result of suggestion and counter-suggestion made by the Assistant Labour Commissioner (C), Calcutta-II, the dispute was amicably resolved on 14.11.70 on the following terms:

### TERMS OF SETTLEMENT:

It is agreed that:

- (1) The parties agree to refer the following two issues to a mutually agreed Arbitrator for arbitration under Section 10A of the I.D. Act, 1947 within 15 (fifteen) days from date:-
  - (i) Eligibility and responsibility for payment of arrears accruing due to implementation of the recommendations of the Central Wage Board for Port and Dock Workers at Major Ports from 1.1.1969.
  - (ii) Payment of Bonus to the departmentalised workers from 1.1.1969.
2.
  - (i) The proposed incentive scheme including norms of out-put for the food handling labour shall be finalized by the food corporation of India in commutation with the Union within 15 (fifteen) days from date and in case there be any major issue(s) of disagreement, the same will be referred to an Arbitrator within one month from the release of the proposed incentive scheme.
  - (ii) The proposed Incentive Scheme shall be brought into force from the date of departmentalisation, provided records of performance are available.
3. In view of the phased policy of departmentalisation of the food handling workers depending upon the feasibility and practicability, the Food Corporation of India agree to consider further departmentalisation in the following phases:-
  - (i) Departmentalisation of the workmen, working under the contractors in the remaining depots/godowns of the Food Corporation of India at Calcutta, with in one month from the introduction of the proposed incentive scheme.
  - (ii) Departmentalisation of food handling workmen working in Bihar depots at Gaya,

## FOOD CORPORATION OF INDIA

Mokamah and Jamshedpur within three months from the introduction of the incentive scheme.

4. The Food corporation of India agreed to the extend the benefits of annual leave and holiday to the Departmentalisation about on the scale prevalent under the scheme of the dock Labour Board, Calcutta, with effect from 16.01.1970.
5. The Food Corporation of India agrees to introduce other fringe benefits on the pattern prevalent in the Dock Labour Board, Calcutta, and the same will be extended from the date to be mutually agreed upon by the Union and the Food Corporation of India within 15 (fifteen) days from date.
6. As regards the improvement in the existing service conditions of the workmen (including the increase in wage rates/grant of minimum guarantee) working under the storing agents of the Food Corporation of India at Calcutta and the issuance of identity cards to them, the Regional Labour Commissioner (Central), Calcutta will call a meeting of storing agents, the Union and the Food Corporation of India urgently and attempt to resolve the issues. The names and addresses of storing Agents shall be furnished to the Regional Labour Commissioner (Central), Calcutta by the Food Corporation of India, Calcutta.
7. The Union does not pursue other demands as included in the Annexure to the strike notice dated 16.9.70.
8. In view of the aforesaid terms of settlement, the Union/Workmen withdraw the strike forthwith launched from 30.10.70.
9. The Food Corporation of India at Calcutta agrees not to report to take any legal/disciplinary action against the striking workers for participating in the instant strike.
10. The strike period shall be treated as leave, if due.
11. The parties shall furnish implementation report in respect of the aforesaid terms of settlement to the assistant Labour Commissioner (Central), Calcutta-II within two months from date, failing which the above mentioned terms of settlement shall be deemed to have been implemented in full.

### SIGNATURE OF THE PARTIES:

Representative of Food Corporation of India, Calcutta Sd/- 14.11.70 (N.K. Chaddha)	Representative of Food Corporation of India Workers Union (Janaki Mukherjee) (G. Jena) (M. Ghosh)
Witnesses: 1.(S.K. Mitra)    2.(G. P . Gupta)	
	Before Me (H.O. Bhawe) 14.11.70 Assistant Labour Commissioner (C), Calcutta-II

## FOOD CORPORATION OF INDIA

### MEMORANDUM OF SETTLEMENT

#### NAME OF THE PARTIES

Representing the management of FCI, North Zone, New Delhi	1. Sh. Jit Singh, Zonal Manager (North) 2. Sh. R. P. Sikka, Deputy Manager (I.R) North Zone
Representing the FCI workers union, Calcutta for the departmentalized workers of FCI, Delhi Region	1. Sh. H. P Singh, General Secretary

On a charter of demands submitted by the food corporation of India workers union discussions were held by and between the parties at Food Corporation of India, Headquarters, New Delhi, wherein a good number of demands were considered. Now the management of FCI, Zonal office(north) Ansal Bhavan, Kasturba Gandhi Marg, New Delhi and Food Corporation of India Workers' Union, 58 Diamond Harbour Road, Calcutta have agreed to the following terms of settlement to be applicable to the departmentalized workers' of Delhi Region.

<b>Item no 1</b>	
Extension of Benefits of encashment of leave and leave travel concession (Bharat Darshan)	The facilities of leave encashment will be extended to the departmental workers' of Delhi region on the same lines as applicable to FCI employees with immediate effect.  The leave travel concession (Bharat Darshan) will be extended to departmental workers of Delhi Region on the pattern applicable to the Food Corporation of India employees with immediate effect.
<b>Item No 2</b>	
Enhancement of stitching charge of summer and winter uniforms, increase in the quantity for cloth and supply of 2 sets of summer uniforms.	The selling limit for summer uniforms will be raised from Rs. 116.10 to Rs. 165.96 for the departmental workers in Delhi Region and that the stitching charges for winter uniform will be raised from Rs. 35/- per handling labour and Rs. 45/- per Sardar to Rs. 58/- and Rs. 65/- per set respectively.

## FOOD CORPORATION OF INDIA

<b>Item No 3</b>	
Enhancement of rates for funeral expenses and ex-gratia relief	The funeral expenses in case of sad demise of any departmental worker during service will be raised from Rs. 100/- to Rs. 250/-. The ex-gratia relief to the departmental worker suffering from prolonged diseases will be raised from Rs. 50/- to Rs. 250/- per month w.e.f 13.07.1983 and other conditions will remain the same.
<b>Item No 4</b>	
Dividing monthly wages from by 26 to arrive at daily wages for the purpose of payments of gratuity	The daily wages for the purpose of gratuity will be arrived at by dividing gross monthly wages by 26 as per instructions issued vide circular No. 39-1/P1-EP dated 21/22.04.82
<b>Item No 5</b>	
CPF recovery and CPF statement and payment of family pension	The payment of CPF and family pension cases will be decided expeditiously. The incumbent will submit four copies of the photographs for the nominee/assignee as the case may be for expeditious settlement of family pension cases.
<b>Item No 6</b>	
Introduction of pay books for the workers	The pay book will be introduced for the workers of Delhi Region
<b>Item No 7</b>	
Payment of gratuity to workers whose salary exceed Rs. 1000/- per month	Discussion with Union on this item are going on in headquarters. This will remain pending till decision is conveyed by headquarters.
<b>Item No 8</b>	
Signature of the bipartite committee in each depot for smooth and speedy work to stop anfractuious overtime work.	The Joint consultative Machinery may be formed between the management and the Union at the depot level to consider the local issues.
<b>Item No 9</b>	
Supply of Tarpaulin to each depot and rail head during unloading work to avoid colossal loss due to wastage of tonnes of food grains	The instruction with regard to provision of tarpaulins in the depots and the rail head during unloading operations will be reiterated.

## FOOD CORPORATION OF INDIA

<b>Item No 10</b>	
Enhancement of washing allowance from Rs. 5/ to Rs. 10/-	The washing allowance for the uniforms to the entitled departmental worker will be enhanced from Rs. 5/- to Rs. 10/- per month w.e.f 1.7.83

The settlement on the above issue will be taken to have been settled finally and this will be in operation for a period of four years, the item no 2 may be revived earlier, if required.

Any dispute/difference arriving in future relating to above items during the period of settlement will be sorted out by peaceful means by discussions across the tables or by resorting to the provision of Industrial relations machinery of the Govt. i.e. Conciliation, adjudication, etc. and no resort will be taken to direct action unless these channels are exhausted.

### ENFORCEMENT

This agreement will come into force on and from 11 May 1984 to

### SIGNATURE OF THE PARTIES

Representing the management	Representing the workman
1. Jit Singh, Zonal Manager (N)	1. Shri HP Singh, General Secretary FCI workers' for and on behalf of FCI workers' Union, Calcutta
2. R.K. Atal, Regional Manager	
3. R.P.Sikka, DM (IR) ..... for and on behalf of FCI	
<b>Witness</b>	
1 P.K. Saxena	1 M.L. Sharma
2	2

New Delhi, Ansal Bhawan, Kasturba Gandhi Marg, FCI, Zonal Office, the 11th day of May, 1984

### MEMORANDUM OF SETTLEMENT

(Rule 58 of Industrial Disputes (central rules) 1957 read with section 18(1) of I.D. Act, 1947)

### NAME OF THE PARTIES

<b>Representing Employer :</b>	1. Shri. V Sahay, Commercial manager 2. Shri AK Chaterjee, Zonal manager (East) 3. Shri Jit Singh, Zonal Manager (North) 4. Shri. S Bhattacharjee, Addl. Financial Advised
	1. Shri. G.S. jena, Joint Secretary, FCI workers union 2. Shri HPSingh, General Secretary, FCI workers union

## FOOD CORPORATION OF INDIA

### SHORT RECITAL OF THE CASE

I. The discussion with FCI workers union were started with a view to negotiate finally the wage revision of department workers in Assam, Orissa, Bihar, Delhi & UP depots as per direction of the Supreme Court. The union stuck to their demand of wage parity of the departmental workers from Assam, Bihar, Orissa, Delhi and UP to that of Calcutta complex depots and was not ready to agree to anything lesser than that. The management did not agree to the demand and so, both sides agreed. That issue will be finally settled by Supreme Court.

II. At the instance of the union, however, a series of discussions were held on 23.04.1984, 24.04.1984, 25.04.1984, 10.05.1984, 11.05.1984, 18.05.1984 and 19.05.1984 over their other demands pending with the management. As a result of discussion, the under mentioned demands having wider implications in North and East Zone have been agreed to be mutually settled as under:

1. Revision of wage structure of FCI departmental workers of Delhi and UP regions to bring them at par with similar FCI workers of Calcutta complex depots.	The departmental workers of Delhi depots will be paid Rs. 150/- p.m. as adhoc increase in wages w.e.f. the same date as given to Assam, Bihar and Orissa i.e. from 01.07.1983 consequent to Supreme Court Interim Award. As a gesture of goodwill, the management, on demand from the union, also agreed to pay a lump-sum amount Rs. 1000/- (rupees one thousand only) for departmental workers of Delhi depots in lieu of arrears of wages.  With regard to UP departmental workers, the union demands that the same quantum of adhoc increase in wages and lump-sum payment in lieu of arrears be paid. The management agreed to extend a adhoc increase of Rs. 125/- p.m. in monthly wages of the departmental workers w.e.f. 01.07.1983 and a lump-sum payment of Rs. 800/- in lieu of arrears which the union also accepted.
2. Payment of Additional increase in incentive earnings to the departmental workers of Delhi and UP.	The departmental workers of Delhi and UP depots i.e. Sardars, Mandals, and Handling labour will be given an additional increase of 30% in their incentive earnings in the pre-revised scheme operating at Delhi and UP prior to revision of same in 1979 from the date the same has been paid to East zone departmental workers i.e. 23.12.1983. As Delhi & UP depot workers are already enjoying increased incentive earnings in the revised scheme, while calculating the amount of increase by operating pre-revised scheme from the affective date, any amount either way will be adjusted

## FOOD CORPORATION OF INDIA

2. Payment of Additional increase in incentive earnings to the departmental workers of Delhi and UP. The departmental workers of Delhi and UP depots i.e. Sardars, Mandals, and Handling labour will be given an additional increase of 30% in their incentive earnings in the pre-revised scheme operating at Delhi and UP prior to revision of same in 1979 from the date the same has been paid to East zone departmental workers i.e. 23.12.1983. As Delhi & UP depot workers are already enjoying increased incentive earnings in the revised scheme, while calculating the amount of increase by operating pre-revised scheme from the affective date, any amount either way will be adjusted and only difference be payable w.e.f. the date of the effect till the date of switching over to the pre-revised incentive scheme of Delhi & UP departmental workers.
- As a special case, and a gesture of goodwill, an advance payment towards incentive of Rs. 500/- would be paid to each departmentalized worker (Sardar, Mondal and handling labour) at Delhi departmental depots in one lump-sum and the same will be adjusted against payment of incentive amount from the future finalisation of incentive scheme.
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3. Payment of Night duty allowance to the Gunnyman and Bastaband workers All dock and silo workers in Calcutta Port excepting Gunnyman and Tindals will be given night Weightage Allowance. The gunnyman and their Tindals will continue to get the afternoon allowance.
- 
4. Inclusion of incentive earning for the purpose of gratuity and provident fund The incentive earnings would be treated as "wage" for the purpose of gratuity and provident fund.
- The Union representative under-took to discontinue inclusion of incentive earnings for the purpose of calculation of ex-gratia hitherto included in the case of departmental workers of Delhi + UP depots.
- The inclusion and non inclusion will be effective from the financial year 1984-85
- 
5. House Building advance to departmental workers. The facility of house building advance on the lines available to FCI's regular employee will be extended to the departmental workers subject to the land being bought by the workers at their own cost in the approved locality for the purpose, by the competent authority of the area and subject to budget provision.
- It is further agreed by the management to place the agenda note to the board of directors for approval.

## FOOD CORPORATION OF INDIA

<p>6. Light duty to departmental workers injured while on duty and disabled thereby and to those having suffered serious illness/operations/T.B.</p>	<p>The workers injured while on duty and disabled thereby may be provided light duty of found fit by the competent medical authority. Similarly, on the recommendations of the medical authority, those workers who have suffered prolonged illness/operations or ex-T.B. patients (list of diseases which render a worker unfit for his normal duty will be issued separately in consultation with medical authorities) may also be given light duty, subject to their being found fit by the same medical authority. The temporary and permanent nature of duty shall be determined by the competent medical authority.</p>
<p>7. Seniority for the purpose of promotion</p>	<p>The gang-wise seniority will be considered alongwith other attributes like physical fitness and suitability for the job etc. of the departmental labour for the purpose of promotion of next higher rank. If, however the LRP Sardars and Mondals are in existence in the Depot, they will be given first preference in taking the place of regular vacancies of sardars and mondols whenever occuring and the promote sardar or mondal from the gang will take the place of LRP Sardar or Mondal. in case, however, a suitable candidate is not available within the gang, depot-wise seniority will be criteria for promotion. the local depot council concerned will be consulted.</p>
<p>8. Extension of some more benefits to direct payment system labour</p>	<ol style="list-style-type: none"> <li>1. The Asor rates would be brought to a floor level of 250% ASOR in the Direct Payment System depots. Where the rates at present are above 250% ASOR the same would be continued</li> <li>2. Six closed holidays including National Holiday</li> <li>3. Sick leave for 7 days in a year</li> <li>4. Ex-gratia</li> <li>5. Employees Provident Fund</li> </ol> <p>(Necessary admission/nomination forms for Provident Fund will be given to the Union, for helping the individual workers in filling up and submission of the same).</p>

## FOOD CORPORATION OF INDIA

	<ol style="list-style-type: none"><li>6. Gratuity as per payment of Gratuity Act, 1972</li><li>7. The Management will ensure the payment of Workmen's compensation under the Workmen's compensation Act 1923</li><li>8. First Aid Facility</li><li>9. Provision of Revenue stamp</li><li>10. The number of depots for extension of the above benefits will be determined by the ZM (east)/ZM (north) as per list enclosed</li><li>11. The management will have the discretion to shift the labour from one depot to another in consultation with recognized Union and the Union will co-operate.</li></ol> <p>The same system of payment to the direct payment system labour through the inter-mediary i.e. through leader/sardar as per ASOR rates for the work done, will continue in presence of the authorized representative of the management and the Union. "The Expenditures on extension of additional benefits will similarly be reimbursed to the labour mate or sardar in respect of labour employed by him." Entry gate passes would be issued to D.P. system labour in consultation with Union.</p> <p>The Union demanded for granting an amount not exceeding Rs. 600/- as minimum monthly earning of direct payment system labour. the management committee felt the demand to be reasonable and recommends that if the total earning of a D.P. labour according to ASOR falls short of the aforesaid amount, the same will be made good and suitable proposal, for the purpose, will be placed before the board of directors for approval.</p>
9. Service Rules for departmental workers	The Service rules for the departmental workers in East Zone and North Zone will be framed on the basis of Model Standing Orders.

## FOOD CORPORATION OF INDIA

<p>10. Provision of facilities/benefits to the contract labour as per provision of contract labour (Regulations and Abolition Act) Act, 1970</p>	<p>The FCI management will register themselves under contract labour (Regulation &amp; Abolition) Act, 1970 and advise the contractors to obtain license as soon as possible.</p> <p>The Govt. of India, Ministry of Labour has already been addressed to fix minimum wages for the contract workers engaged in foodhandling operations of contractor system depots.</p>
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All the demands will be treated as to have been finally settled except the demand for pay revision for departmental workers and facilities for Direct payment System/Contract Labour and revision of incentive scheme for Calcutta complex workers which are pending in the Supreme Court and High Court of Calcutta respectively. In respect of these demand, the settlement will be treated as an interim arrangement till the final verdict of the concerned Supreme Court and High Court.

This settlement is without any prejudice to the interests of any the parties (FCI Workers Union and FCI Management) in any dispute pending in any court of law or Tribunal.

This settlement will remain in operation for a period of 4 years, in respect of items 3, 4, 5, 6, 7 & 9

<b>SIGNATURE OF THE PARTIES</b>	
<b>Representing Employers</b>  (V. Sahay) 24.05.84 Commercial Manager (G)	<b>Representing Workmen</b>  (G. S. Jena) 24.05.84 Joint Secretary, FCI workers Union
(A.K. Chatterjee) Zonal Manager (East)	(H.P. Singh) General Secretay FCI workers Union
(Jit Singh) Zonal Manager (north)	<b><u>WITNESS</u></b>  1.     Ajit Kumar Kochhar  2.
(S. Bhattacharjea) Additional Financial manager	

## FOOD CORPORATION OF INDIA

### LIST OF D.P. DEPOTS - BIHAR REGION AS ON MAY - 1984

1. FSD, Bhagalpur
2. FSD, Jasidi
3. FSD, Mongyer
4. FSD, Koderma
5. FSD, Daltangunj
6. FSD, Beluri & Gulabbag
7. FSD, Ranchi
8. FSD, Dhanbad
9. FSD, Hatia
10. FSD, Jaynagar
11. FSD, Darbhanga
12. FSD, Dalsingsarai
13. FSD, Samastipur
14. FSD, Chanpatia

### ORISSA REGION

1. FSD, Dhenkanal
2. FSD, Jharsuguda
3. FSD, Kesinga

### J. M. (OP) CALCUTTA

1. FSD, Durgapur
2. FSD, Suri

### ASSAM REGION

1. FSD, Dibrugarh
2. FSD, Tinsukia
3. FSD, Bongaigaon
4. FSD, Dhubri
5. Haibargaon
  - (a) FSD, Senochwa
  - (b) FSD, Itachali

## FOOD CORPORATION OF INDIA

6. FSD, Narayanpur
7. FSD, Silchar
8. FSD, Karimganj
9. FSD, Tangla
10. FSD, Golpara

### **N. E. F REGION**

1. FSD, Dharamnagar
2. FSD, Dangeer/Arundhutinagar
3. FSD, Tura
4. FSD, Maherpur
5. Dimapur

### **UTTAR PRADESH REGION**

1. Hapur
2. Hathras
3. Gorakhpur
4. Azamgarh
5. Agra
6. Rampur
7. Harduaganj

**Memorandum of Understanding dated 03.07.1986 between the Food Corporation of India  
Workers' Union and the management of Food Corporation of India**

<b>Name of the Parties</b>	
<b>Representing the Employer</b>	<ol style="list-style-type: none"><li>1. Sh. V.N. Sahay, Commercial Manager</li><li>2. Sh. M.A. Hakeem, Manager (P&amp;IR)</li><li>3. Sh. B.R. Agnihotri, Joint Manager (IR)</li></ol>
<b>Representing Workmen (FCI Workers' Union)</b>	<ol style="list-style-type: none"><li>1. Sh. H.P. Singh, General Secy.</li><li>2. Sh. M.L. Sharma, Joint Secy.</li></ol>

## FOOD CORPORATION OF INDIA

### SHORT RECITAL OF THE CASE

The food corporation of Indian workers Union has submitted a charter of 22 demands to the management Vide their letter no HO/ND/86/18 dated: 28th January 1986. These demands were discussed by the representatives of the management and union in several meetings held on 21.04.1986, 05.05.1986, & 06.05.1986

The representatives of the union also approached the Central Industrial Relations Machinery to intervene in the dispute. The Regional Labour Commission (Central) Shri D.P. Srivastava held detailed discussions on 15.05.1986 and adjourned the same to 30.05.1986. On 30.05.1986 parties attended the Conciliation proceedings. The management representatives informed that the matter is under active consideration of the management and the proceedings were adjourned to 08.06.1986.

On 06.06.1986 the Chairman of the FCI held separate discussion with the Chief Labour Commissioner (Central) Shri P. D. Sheroy, Shri SK Das, Dy C. L. C. (C) and Sh. D.P Srivastava, R.L.C (C) as well as with the representative of the union. Sh. V.N. Sahay and Sh. Agnihotri were present during both the meetings. The Union team was led by Shri G.S Jena, Joint Secretary.

Bilateral discussions continued on 26.06.1986 and on 02.07.1986. Thereafter, parties requested the Chief Labour Commissioner (C) to intervene in the dispute with a view to bring about an understanding.

Accordingly the meeting was fixed at 3.00 PM on 03.07.1986 at Shram Shakti Bhawan. Detailed discussions took place on 3 of the 22 demands, with the aid and advice of CLC (C), & Memorandum of understanding is arrived at, on the following terms.

1. **Demand:-** Immediate departmentalization of the workers working in 14 depots under labour mate system.

**Understanding:** The management did not agree for departmentalization. However, the management agreed that the workers of the 14 Depots (as per the list enclose) under Labour Mate system will be brought on par with those of 41 Depots under Direct Payment System and the benefits available to the workers under direct payment system at present will be extended to them w.e.f. 01.05.1986

2. **Demand:-** Treatment of interim relief of Rs. 150/- per month granted to the departmental labour pending wage revision for the purpose of OTA, incentive, encashment of leaves and for ex-gratia.

**Understanding:** Ad-hoc increase in wages of Rs. 150/- per month to the departmental workers of Assam, Bihar, Orissa and Delhi and Rs. 125/- per month for the departmental workers of UP will be treated as a 'Wage' for the purposes of OTA, incentive, encashment of leaves and ex-gratia w.e.f. the date of ad-hoc increase.

3. **Demand:-** Award of Momento (gift) to the retiring departmental workers of Bihar, Orissa and Assam

**Understanding:** The management agreed to accede to this demand in the form of Momento (gift) of net exceeding by Rs. 500/-

4. The understanding as started above will be subject to approval of the board of directors of the food Corporation of India.

The parties agreed discuss other issues bilaterally with a view to arrive at a compromise and will approach the Central Industrial Relations Machinery for aid and assistance to arrive at a comprehensive settlement. The Union agrees to maintain peace and normalcy.

## FOOD CORPORATION OF INDIA

Parties agreed to co-operate with each other to improve the industrial relations.

<b>Representing the Employer</b> 1. (V.N. Sahay) 2. (M.A. Hakeem) 3. (B.R. Agnihotri)	<b>Representing the Workman</b> 1. (H.P. Singh) 2. (M.L. Sharma)
	Before me (P.D. Shenoy) Chief Labour Commissioner, Govt. of India
<b>Witnesses</b> 1. Shri SK Das, Dy. C.L.C (C) 2. Shri SP Pipal, A.L.C (C)	3. Shri MC Pant Office Secretary 4. Shri BD Alipuria Assistant Secy.

**Bipartite settlement under rule 58 of Industrial disputes (Central) files, 1957 entered  
between FCI and FCI workers union**

<b>Representing Employer:</b>	1. Sh. K.S. Murthy, Manager (P&IR) I/C 2. B.R. Agnihotri, Joint Manager (IR) I/C
<b>Representing Workmen:</b>	1. Shri H.P. Singh, Genl. Secretary, FCI workers union 2. Shri Ram Bharose, Org. Secretary, FCI workers union

### SHORT RECITAL OF THE CASE

The FCI workers' Union submitted a charter of 22 demands to the management vide their letter No. Ho/ND/86/18 dated: 28.01.1986. These demands were discussed with the representatives of the Union in several meetings held on 21.04.1986, 05.05.1986 and 06.05.1986. A number of issues out of them have also been mutually agreed to. The bilateral discussions continued there after on 26.06.1986 and 02.07.1986 wherein it was agreed to sign a memo of understanding before the Chief labour Commissioner (C).

Accordingly, a meeting was fixed on 03.07.1986 at 3:00 PM before chief labour commissioner (C) and a memo. of understanding on 3 demands as mentioned below was signed:-

## FOOD CORPORATION OF INDIA

- i. Immediate introduction of Direct Payment system in the 14 depots under Labour Mate system.
- ii. Treatment of interim relief of Rs. 150/- per month granted to the departmental labour as 'wage' for the purpose of OTA, Incentive, and encashment of leave and ex-gratia.
- iii. Award of Memento (gift) to the retiring departmental workers of Assam, Bihar & Orissa [Eastern North Zone]

This memo of settlement was approved by the Board of directors on 28th July, 1986 and the same has since been implemented.

The discussions thereafter were resumed on rest of the demands. During discussions on 08.07.1987 the under mentioned issues were mutually agreed to .

### TERMS OF SETTLE

1. Attendance Allowance to Delhi & UP departmental workers

The attendance allowance to Delhi & UP departmental workers will be paid on the same pattern as paid to the departmental workers of the east zone (Assam, Bihar and Orissa) i.e. @ Rs. 1.75 per day plus allowance Like FDA, VDA, HRA & CCA provided the workers wait upto two hours for obtaining orders for non-availability of work. Since, two hours waiting period would be covered in attendance allowance, it has been agreed that no disappointment wage as envisaged in the wage structure shall be payable henceforth.

It has also been agreed that the CGIT, Delhi would be requested jointly to give award accordingly, where the industrial disputes over the issue is pending. This will take effect from the date of issue of these orders or from the date the Tribunal giving award, whichever is later. It has also been agreed that no deductions shall be made on account of the payments already made of enhanced attendance allowance, if any in UP on this account.

2. Provision of shoes alongwith livery

It has been agreed to provide one pair of canvas shoes of BATA/BSC costing within the range Rs. 40/- to Rs. 50/- per worker per year to the departmental workers of east and North zones.

This benefit will be effective from the Calendar year, 1987.

3. Grant of ex-gratia relief to the dependents of the DPS workers on Death while on employment

The dependents of the Direct Payment System workers who die in harness (while in service) will be provided relief, on humanitarian grounds as ex-gratia Rs. 5000/- (Rupees five thousand only) in one lump-sum subject to under mentioned conditions:-

- i) The Regional Manager/Joint Manager/Sr. regional manager is satisfied of the indignant circumstances and the need of the immediate assistance.
- ii) The death has occurred while in active employment of the corporation.
- iii) This relief would be payable subject to verification of employment of the deceased as DP worker by the Asstt. manager (Depot) and the District manager concerned.

## FOOD CORPORATION OF INDIA

- iv) Payment will be made to the legal heirs of the deceased worker. This benefit will be effective from the date of issue of orders.

The extension of this benefit cannot be construed in any way as a step towards departmentalization as what is proposed to be given is by the way of ex-gratia without any reference to any formal scheme.

### GENERAL CONDITIONS:

This settlement shall remain in force for a period of 4 years from the date of signing the settlement in respect of item no (1) and for two years i.e. from 1987 and 1988 in respect of item no (2). During this period, both the union and the management will not resort to precipitative actions and would maintain congenial and smooth atmosphere so as to get optimum production.

### SIGNATURES OF THE PARTIES

<b>A) REPRESENTING EMPLOYER:</b>	
1. (K.S. Murthy) Manager (P&IR) I/c 15.10.87	2. (B.R. Agnihotri) Joint Manager (IR) I/c
<b>B) REPRESENTING WORKMEN:</b>	
1. (H.P. Singh) General Secretary 15.10.87	2. (Ram Bharose)
<b>C) WITNESS:</b>	
1. (P.K. Saxena) Asst. Manager (IR) 15.10.87	2. (J.P. Gupta) Asst. Manager (IR) 15.10.87

### Copy Forwarded to:-

1. Regional Labour Commissioner (Central), New Delhi
2. Chief Labour Commissioner (Central), New Delhi
3. Secretary, Govt of India, Ministry of Labour, New Delhi

## FOOD CORPORATION OF INDIA

**Agreement 07.11.1988**

### **MEMORANDUM OF SETTLEMENT**

(Rule 58 of Industrial Dispute (Central Rules) 1957 read with section 18 (1) of Industrial Dispute Act)

#### **NAME OF THE PARTIES:**

<b>Representing Employers:</b>	1. Dr. A.K. Pandey, Personnel Manager 2. Shri R. Krishnaswamy, Manager (Finance)
<b>Representing Workmen:</b>	1. Shri H.P. Singh General Secretary, FCI Workers' Union 2. Shri M.L. Sharma Jt. Secretary, FCI workers' Union

#### **SHORT RECITAL OF THE CASE**

At the instance of the FCI workers Union, discussions were held in a cordial atmosphere to negotiate their demand for encashment of their minimum guaranteed wage, scheduled of return and other conditions of service applicable to the Direct Payment System workers of East & North Zones (as per the list annexed). The discussions were held on 26.06.1988, 01.07.1988, 04.07.1988, 13.07.1988, 14.07.1988, 29.07.1988, 07.09.1988, 09.09.1988, 29.09.1988.

2. The matter was also raised by the FCI workers union before Jt. Chief Labour Commissioner (Central), New Delhi on 10.06.1988 and the FCI Management had informed the Jt. Chief Labour Commissioner (Central) that the matter is already under negotiations with FCI workers union and all efforts would be made to reach direct settlement.

3. As a result of the decision between the FCI management and FCI workers union, the under mentioned demands were considered and agreed to be mutually settled:-

(a) Enhancement of the minimum guaranteed wage of Rs. 600/- per month per worker

4. It has been agreed to enhance the minimum guaranteed wage of Rs. 600/- per month per worker to Rs. 26/- (rupees twenty six) per day per worker Rs. 780/- (rupees seven hundred eighty) per worker per month.

5. This minimum guaranteed wage of Rs. 26/- per day per worker is payable only if the piece rate amount earned by a worker on a day as per the schedule of the rates is less than Rs. 26/-. In case the piece rate earned in a day per worker is more than Rs. 26/-, the actual amount earned shall be paid under the schedule of rates as per the existing procedure.

(b) Enhancement of the piece rate wages

## FOOD CORPORATION OF INDIA

6. It has been agreed to enhance the present floor level rate of 250% ASOR in the Direct Payment System depots as under

All DPS depots in(Name of Zone/Region)	Old SOR per 100 bags	Percentage above old SOR	Resultant rates per 100 bags	Revised SOR per 100 bags	Percentage increases on revised SOR	Resultant rates per 100 bags
<b>East Zone</b> Assam, Bihar, Orissa and West Bengal (other than Calcutta Complex)	Rs. 5/-	250%	Rs. 17.50	Rs. 25/-	50% (Fifty %)	Rs. 17.50
Calcutta Complex	Rs. 5/-	Different rates	Rs. 37.50	Rs. 25/-	100% (hundred %)	Rs. 50.00
<b>North Zone</b> U.P.	Rs. 5/-	250%	Rs. 17.50	Rs. 15/-	150% (one Hundred fifty percent)	Rs. 37.50
Delhi	Rs. 10/-	250%	Rs. 35.00	Rs. 10(existing)	375% (three hundred seventy five percent)	Rs. 47.50
Faridabad (Haryana)	Rs. 12/-	250%	Rs. 42.00	Rs. 24/-	97.92% (Ninety seven point ninety two percent)	Rs. 47.50

7. Where the existing rates payable to the D.P.S. workers (old schedule) in any of the D.P.S. depots are more than the above agreed rates, the same higher rates would continue to be paid only in those D.P.S. depots.

c) Revision of sick leave:

8. It has been agreed that the existing provision of 7 days' sick leave in a year would be increased to 10 days (ten days only)

d) Identification of surplus DPS workers:

9. The existing strength of the DPS workers in each DPS depot would be reviewed taking into account the existing turn-over and capacity of the godowns based on the existing norms, by a committee of officers constituted by the respective Zonal Manager. The excess DPS workers indentified in any DPS godown would be considered for transfer for another DPS depot within the same zone in consultation with the

## FOOD CORPORATION OF INDIA

FCI workers union for better utilisation of the services of the existing DPS workers.

e) Payment of arrears of Sunday/Holiday wages:

10. The FCI workers union has requested the protection of minimum guaranteed earnings of Rs. 20/- per worker per Sunday/holiday in respect of those DPS workers who had been called to attend the depot and who performed the duties on Sunday/holiday for those DPS who had attended the depots has not been implemented from June 1984 to December 1986 and instructions were only issued for payment of such wages by the HQ on 04.12.1986 and therefore the FCI workers union has requested for payment of the arrear wages immediately. It has been agreed by the FCI to pay the arrear wages on account of minimum guaranteed earnings of Rs. 20/- per worker per day for those DPS workers who had attended the depots on Sunday/Holiday from June 1984 to December 1986 immediately.

f) Safeguards

11. In future, in order to maintain increased productivity and to avoid any deliberate attempt of go-slow affecting output, willful absentism etc. the following safeguards have been agreed to by the union during negotiations:-

a) In case any DPS workers in a depot adopts go-slow agitation, stoppage of work or other deliberate attempts of loss output, the responsibility will be fixed wage will be deducted appropriately minimum guaranteed wage for the day will not be computed and shall be paid as actual output on piece rate basis or minimum guaranteed earnings, whichever is less, in consultation with Union

b) In case of any loss to corporation due to the negligence or other reasons attributable to DPS labour, collective responsibility of individual labour/gang in consultation with Union will be fixed. SRM/AM will be competent authority for this purpose.

c) Since there is provision in 50A for increase in wages on the basis of increase of height, any refusal by a DPS worker for raising the desired height of the stack on any day during the month shall dis-entitle him for the computation of minimum guaranteed earnings on that day.

12. There is no change in other terms & conditions applicable to the DPS worker

13. The settlement shall come into force with effect from 01.09.1988 and shall remain in force for a period of 4 years upto 31.08.1992

14. The FCI workers union shall unconditionally and immediately withdraw court order and industrial disputes if any, pending connected with the above matters i.e. increase of minimum guaranteed wages or ASOR wages or arrears wages for holidays/Sundays

15. However, this settlement is without any prejudice in the interest of any of the parties (i.e. FCI workers union or the Food Corporation of India) in any dispute or else pending in any court of Law or Tribunal or any authority connected with the demand of the FCI workers' Union for equal pay/other benefits for equal work or departmentalization of DPS workers.

**FOOD CORPORATION OF INDIA**

**SIGNATURES OF THE PARTIES**

<b>Representing the Employer</b>	<b><u>Representing Workman</u></b>
1. (A.K. Pandey) Personnel Manager 2. (R. Krishnaswamy) 07.11.1988 Manager (Finance)	1. (H.P. Singh) 07.11.1988 General Secretary, FCI workers' union 2. (M.L. Sharma) 07.11.1988 Joint Secretary, FCI workers union
<b>Witness:</b>	
1. (K.S. Murty) 07.11.1988 Manager (P&IR) 2. (R.K. Seewal) 07.11.1988 Joint Manager (IR)	1. 2.

# FOOD CORPORATION OF INDIA

## ANNEXURE - I

### DEPOTWISE LABOUR STRENGTH POSITION OF DIRECT PAYMENT SYSTEM WORKERS OF FCI

S.No.	Name of the Depots	Name of the District	No. of the DPS workers'
	1	2	3
<b>Assam Region</b>			
1	Dibrugarh	Johrat	158
2	Bangalgaon	Kokrajhar	46
3	Dhubri	-do-	28
4	Narainpur	Lakhimpur	42
5	Goalpara	Gauhati	14
6	Karimganj	Silchar	28
7	Silchar	-do-	289
8	Tinsukhia	Johrat	99
9	Itachali-Senohus (Mow-haong)	Nagaon	160
10	tangla	Guahati	64
		<b>Total</b>	<b>928</b>
<b>Bihar Region</b>			
1	Dalsinghsarni	Dabhanga	69
2	Joinagar	-do-	98
3	Samastipur	-do-	67
4	Darbhanga	-do-	68
5	Chanpatia	Musaffarpur	87
6	Dhanbad	Ranchi	141
7	Ranchi	-do-	132
8	Hatia	-do-	58
9	Daltanganj	-do-	94
10	Golabagh/Bellouri	Purnea	112
11	Jasidih	Bhagalpur	72
12	Monghyr	-do-	55
13	Bhagalpur	-do-	83
14	Koderma	Gaya	54
		<b>Total</b>	<b>1190</b>
<b>Calcutta (under RM)</b>			
1	Ashok Nagar	24-Paragana, Calcutta (NPD)	104
2	Chinsura	Hoogally	98
3	O.J.M	Calcutta Docks	325
4	Kharda	R.M. West Bengal	155
5	Asansol (Gopal pur)	Calcutta Docks	360
		<b>Total</b>	<b>1042</b>
<b>Calcutta (JMPO)</b>			
1	Durgapur	Durgapur	107
2	Suri	-do-	37
		<b>Total</b>	<b>144</b>

## FOOD CORPORATION OF INDIA

<b>Orissa Region</b>		
Dhenkanal	Cuttack	8
Jharsuguda	Sambalpur	103
Rupsa	Balasore	141
Kasinga	Titilgarh	47
Jaleswar	Halasore	72
	<b>Total</b>	<b>443</b>
<b>N.E.F. Region</b>		
Tura	Shillong	25
Dharmnagar	Agartala	92
Arunadhitnagar/Hanger	-do-	99
Dimapur	Shillong	170
Maherpur	--	--
	<b>Total</b>	<b>386</b>
<b>UP Region</b>		
Agra	Agra	252
Mathura	-do-	76
Harduaganj	-do-	301
Hapur	Hapur	412
Ghaziabad	-do-	273
Rampur	Haldwani	133
Gorakhpur	Gorakhpur	245
Azamgarh	-do-	148
Basti	-do-	100
Panki	Kanpur	120
	<b>Total</b>	<b>2060</b>
<b>Delhi Region</b>		
Shakti Nagar	Naraina	439
Sahibabad	-do-	272
	<b>Total</b>	<b>711</b>
<b>Haryana Region</b>		
Faridabad	Gurgaon	125
	<b>Grand Total</b>	<b>7029</b>

## FOOD CORPORATION OF INDIA

### MEMORANDUM OF UNDERSTANDING DATED 08.11.1988 BETWEEN THE FCI WORKERS UNION AND FCI HEADQUARTERS, NEW DELHI

(Rule 58 of Industrial Dispute (Central Rule), 1957 read with section 18 (1) of Industrial disputes Act)

NAME OF THE PARTIES	
<b>Representing Employer :</b>	1. K.S. Murty Manager (P & IR)
<b>Representing Workmen:</b>	2. Hasib Ahmed Sr. Regional Manager, Delhi 1. Sh H.P. Singh General Secretary, FCI Workers Union
	2. Sh. A.K. Kochar, Asst. Secretary FCI Workers Union

#### SHORT RECITAL OF THE CASE

The FCI workers union has requested the FCI management to utilise the services of excess Direct Payment System (DPS) workers available presently to Sahibabad Depot under the control of SRM, Delhi in the newly constructed FCI owned godown at Narela, which also under the administrative control of SRM, Delhi. The FCI workers union has also requested the FCI not to appoint any handling contractor at Narela Depot and to utilise the services of the excess DPS workers of Sahibabad depot explained above.

2. The matter has been discussed by the management of the FCI at HQRS and Zonal level with the FCI workers union on various occasions. It has been decided to agree to the request of FCI workers union and to utilize only the required number of DPS workers of Sahibabad Depot at Narela Depot by the SRM, Delhi, in consultation with the Union.

3. The actual requirement of DPS workers at Narela Depot would be finally assessed and decided by the SRM, Delhi in consultation with ZM (North) Necessary orders would be issued by the SRM, Delhi as per the requirements of the said depot, in consultation with the Union.

4. The Minimum guaranteed wages, the Piece rate Wages and other benefits etc. that would be applicable to the DPS workers transferred to Narela Depot will be the same rates and terms and conditions that are payable to the other DPS workers presently working in the depots under the control of SRM, Delhi and as per the Memorandum of settlement dated 24.05.1984 and 07.11.1988 between the FCI workers union and the FCI in respect of DPS workers.

**FOOD CORPORATION OF INDIA**

Dated: the 8th November, 1988

**SIGNATURE OF THE PARTIES**

<b>Representing Employers</b>	<b>Representing Workmen</b>
1. Sd/- (K. S. Murty) 08.11.1988 Manager (P&IR)	1. Sd/- (H.P. Singh) 08.11.1988 General Secretary, FCIWU
2. Sd/- (Hasib Ahmed) 08.11.1988 Sr. Regional Manager	2. Sd/- (A.K. Kochar) 08.11.1988 Asst. Secretary, FCIWU
<b>Witnesses</b>	
1. (R.K. Seewal), Jt. Manager (IR)	1. B.P. Srivastava

## FOOD CORPORATION OF INDIA

### MEMORANDUM OF SETTLEMENT MEMORANDUM OF UNDERSTANDING DATED 08.11.1988 BETWEEN THE FCI WORKERS UNION AND FCI HEADQUARTERS, NEW DELHI

(Rule 58 of Industrial Dispute (Central Rule), 1957 read with section 18 (1) of Industrial disputes Act)

NAME OF THE PARTIES	
<b>Representing Employers :</b>	1. Shri. AK Pandey Personnel Manager
<b>Representing Workmen:</b>	2. Shri M.P. Gupta Financial Advisor
	1. Shri H.P. Singh General Secretary, FCI Workers' Union
	2. Shri A.K. Kochhar Assistant Secretary FCI workers Union

#### SHORT RECITAL OF THE CASE

The Food Corporation of India has accepted and implemented the Mitra Award during 1981. For the Departmental Workers working in the FCI depots of Assam, Bihar and Orissa region, the incentive arrears wages are payable from 1971-73 to 1981 i.e. from the time of departmentalization of the concerned godown and till the time of implementation of the Mitra Award.

2. The Food Corporation of India worker union has been requesting the FCI for payment of arrears of incentive wages to the concerned workers of Assam, Bihar and Orissa depots (as per list annexed) for the period from 1971-73 to 1981 as per Mitra Award. The matter was discussed by the FCI workers Union on various occasion with the Food Corporation of India at the Zonal and Headquarters level.

3. It has been agreed by the FCI to pay an amount of Rs. 190/- (rupees one hundred ninety only) per worker per month for the major depots and Rs. 130/- (Rupees one thirty only) per worker per month for the minor depots for the concerned period. Accordingly, the FCI has paid a total amount of Rs. 135/- (Rupees one thirty five only) per month per worker for major depots and a total of Rs. 80/- (Rupees Eighty) per worker per month for minor depots in three installments.

4. The FCI workers union has requested the FCI management to pay the balance amount Rs. 55/- (rupees fifty five only) per month per worker for major depots and Rs. 50/- (rupees fifty only) per month per worker for the minor depots, in full and final settlement of the incentive arrear wages against Mitra Award for all the concerned departmental workers of Assam, Bihar & Orissa regions as soon as possible

5. It has been agreed by the FCI workers union and the FCI management, after detailed discussions, to pay the said balance amounts of incentive arrears wage in the two installments as detailed below:-

		Major Depot	Minor Depot
a)	Installment to be paid by 30.11.1988	Rs. 25/- p.m. per worker for the Concerned period	Rs. 25/- p.m. per worker for the concerned period
b)	Last installment to be paid one week before Holi Festival during March '89	Rs. 30/- p.m. per worker for the concerned person	Rs. 25/- p.m. per worker for the concerned period

## FOOD CORPORATION OF INDIA

6. The total payments as above of incentive arrears amounting to Rs. 190/- for the major depots and Rs. 130/- for minor depots per worker per month shall be in full and final settlement of all claims towards incentive wages arrears for the concerned departmental workers of Assam, Bihar & Orissa against Mitra award and for all items of work performed by the concerned departmental worker in the concerned depots during the relevant period i.e. 1971-73 to 1981. The FCI workers Union agrees not to raise this issue again before any authorities in future, as this has been settled once and for all.

7. The FCI workers union also agrees to unconditionally and immediately withdraw all court cases and Industrial Disputes, if any, pending before any authority connected with the above matter.

### SIGNATURES OF THE PARTIES

<b>Representing Employers</b>	<b>Representing Workmen</b>
1. (A.K. Pandey) Personnel Manager	1. (H.P. Singh) General Secretary
2. (M.P. Gupta) Financial Adviser	2. (A.K. Kochhar) Assistant Secretary
<b>Witnesses</b>	
1. (K.S. Murty) Manager (P&IR)	1.
2. (R.K. Seewal) Jt. Manager (IR)	2.

## FOOD CORPORATION OF INDIA

### STATEMENT SHOWING THE NAMES OF THE DEPARTMENTAL DEPOTS WHERE INCENTIVE ARREARS ARE PAYABLE

#### I. MAJOR DEPOTS

##### Assam Region

1. New Guwahati
2. Cinnamare

##### Bihar Region

1. Mokamah
2. Gaya

##### Orissa region

1. Kandra Road/Natni
2. Rourkela
3. Ranital
4. Cuttack
5. Bhubaneswar

#### II. MINOR DEPOTS (LOW RATED)

##### Assam Region

1. Hojai

##### Bihar Region

1. Dighaghat
2. Phulwari Shariff
3. Forbesganj
4. Katihar
5. Saharsa
6. Muzaffarpur

##### Orissa Region

1. Dungripally
2. Hirakud

## FOOD CORPORATION OF INDIA

No. IR (L)/3/(2)/89

Dated: 09.06.1989

The Zonal Manager,  
**Food Corporation of India**  
Zonal Office,  
New Delhi/Calcutta/Guwahati

**Subject: Demand of FCI workers union for revision of wages and other fringe benefits payable to the departmental labour working in North, East & NEF Zones.**

Sir,

FCI workers submitted a charter of demands dated 13.02.1989 and 05.05.1989. These demands were discussed at Hqrs. level in a series of meeting with the representative of FCI workers union. Conciliation proceeding were also held at level of Chief Labour Commissioner (Central) and a memorandum of settlement has been signed with the FCI workers union on 30.05.1989 before the Chief Labour Commissioner (Central). A copy of the memorandum of settlement dated 30.05.1989 is enclose for your information and further immediate necessary action.

2. The main feature of this settlement, which may be kept in view at the time of implementation of this settlement are as under:-

2.1 A lump-sum amount of Rs. 3000/- (Rupees three thousand only) as interim payment adjustable towards arrears upto 31.12.1987 and from 01.01.1988 Rs. 200/- (Rupees Two Hundred only) per month as interim relief is to be paid to the departmental worker working in the inland depots in Uttar Pradesh & Delhi Regions

2.2 A lump-sum amount of Rs. 3500/- (Rupees Three thousand and five hundred only) as interim payment adjustable towards arrears upto 31.12.197 and from 01.01.1988 Rs. 250/- (Rupees Two Hundred and Fifty only) per month as interim relief is to be paid to the departmental workers working in the inland depots in Bihar, Orissa, Assam and NEF Region.

2.3 The interim payments at clause (1) & (2) above will be adjustable towards the final payments, if any, to be made to the departmental workers of the aforesaid regions as per the final decision of the Hon'ble Supreme Court in the writ petition No. 222/884 filed by the FCI Workers Union.

2.4 This interim relief will not count for the purpose of payment of HRA, CCA, CPF, OTA, incentive wages, Bonus etc.

2.5 The funeral expenses as ex-gratia payment, payable in case of sad demise of any departmental worker during service of the Corporation, has been raised from Rs. 250/- (Rupees Two hundred and Fifty only) to Rs. 1000/- (rupees One Thousand only) w.e.f. 01.04.1989. Other terms and conditions in this region remain unchanged.

## FOOD CORPORATION OF INDIA

**//COPY//**

MEMORANDUM OF SETTLEMENT UNDER SECTION 12(3) READ WITH SECTION 18(3) OF THE INDUSTRIAL DISPUTES ACT, 1947 ARRIVED AT BEFORE SHRI P.D. SHENOY, CHIEF LABOUR COMMISSIONER (C) BETWEEN THE MANAGEMENT OF FOOD CORPORATION OF INDIA AND THE FOOD CORPORATION OF INDIA WORKERS UNION (INTUC) OVER A CHARTER OF DEMANDS SUBMITTED BY THE UNION.

### **NAME OF THE PARTIES**

Employers' Representatives:

1. Dr. A.K. Pandey, Personnel Manager, FCI
2. Shri R.K. Swamy, Manager (Finance), FCI
3. Shri k.S. Murty, manager (P&IR), FCI
4. Shri R.K. Saewal, joint Manager (IR)

### **Union's Representatives:**

1. Shri G.S. Jena, Joint Secretary, FCI Workers Union
2. Shri H.P. Singh, General Secretary
3. Shri Dulalnath, Assistant Secretary
4. Shri M.L. Sharma, Joint Secretary, FCI Workers Union

### **SHORT RECITAL OF THE CASE**

The FCI workers union (INTUC) hereinafter referred to as ('Union') has served a notice dated 13.02.1989 on the management of Food Corporation of India (hereinafter referred to as the 'Management') with a copy to the Chief Labour Commissioner (Central) amongst others over a charter of demands. Shri G.C. Asnani, Dy. CLC (C) seized the dispute in conciliation and initiated conciliation proceedings on 16.03.1989 and continued his efforts on several days. In the meanwhile, the Union served a notice dated 05.05.1989 declaring its intention to go indefinite strike/agitation with effect from 31.05.1989.

In view of the continuing stalemate, both the parties requested the personal intervention by Shri P.D. Shenoy, Chief Labour Commissioner (Central) to settle the pending issues as well as those issues which were taken into conciliation by the Joint Chief Labour Commissioner (Central) and ended in failure on 16.03.1989 so as to bring about a fair and amicable settlement. Thereafter, the combined issues were taken by Chief Labour Commissioner (Central) in conciliation at his level from 23.05.1989 to 26.05.1989, during which prolonged discussions were held in a cordial atmosphere. Proposals and counter-proposals were made with a view to arrive at an amicable settlement. Differences between the parties narrowed down. At this juncture, the Chief Labour Commissioner (Central) made an appeal to the Union to defer the strike/agitation and the Union agreed to the suggestion.

Finally, conciliation proceedings were held on 30.05.89. After prolonged discussions with the aid and advice of the Chief Labour Commissioner (Central), the following amicable settlement has been arrived at between the parties.

## FOOD CORPORATION OF INDIA

### TERMS OF SETTLEMENT

1. The management agrees to give a lump sum amount of Rs. 3,000/- (Rupees three thousand only) as interim payment towards arrears upto 31.12.1987 to the departmental workers working in inland depots of FCI in Uttar Pradesh and Delhi regions and Rs. 3,500/- (Rupees three thousand and five hundred only) to the departmental workers working in the inland depots of FCI in Bihar, Orissa, NEF and Assam Regions, as requested by the Union.
2. The Management agrees to give Rs. 200/- (Rupees two hundred only) per month as Interim Relief to the departmental workers working in the inland depots of FCI in Uttar Pradesh and Delhi regions and Rs. 250/- (Rupees two hundred fifty only) per month to the departmental workers working in the inland depots of FCI in Bihar, Orissa and Assam Regions with effect from 01.01.1988
3. The interim payments at clause (1) and (2) above will be adjustable towards the final payment to be made to the departmental workers of the aforesaid regions as per the final decision of the Hon'ble Supreme Court pending in W.P. No. 222/84 filled by the FCI Workers Union.
4. The other six demands of the union have also been settled as per the annexure to this settlement.
5. This interim payment will not count for the purpose of HRA, CCA, CPF, OTA, incentives wages, Bonus etc.
6. In view of the above, the union agreed to call off the indefinite strike/agitation which they had planned to start with effect from 31.05.1989
7. The Union has also agreed to maintain perfect industrial peace and harmony till the final decision of the Hon'ble Supreme Court in the Writ petition No. 222/84 filled by the Union.

The parties agreed to report the implementation of the settlement to the Chief Labour Commissioner (Central) on or before 31.07.1989.

On Behalf of the Employer	Union's Representatives
1. Sd/- (Dr. A.K. Pandey)	1. Sd/- (G.S. Jena)
2. Sd/- (R.K. Swamy)	2. Sd/- (Dulalnath)
3. Sd/- (K.S. Murty)	3. Sd/- (M.L. Sharma)
4. Sd/- (R.K. Saewal)	4. Sd/- (H.P. Singh)
<b>Witnesses:</b>	
1. Sd/- (G.C. Asnani)	Before me
2. Sd/- (Narendra Mohan)	Sd/-
New Delhi	(P.D. Shenoy)
30.05.1989	Chief Labour Commissioner (C) 10 P.M.

## FOOD CORPORATION OF INDIA

### ANNEXURE TO THE SETTLEMENT

S.No.	Demands	Settlement
1	Opening and closing of FCI depots in prescribing time and recording of reason of late opening and early closing.	A circular will be issued by Hqrs.. to the field officer to strictly adhere to the
2	Increase of ceiling limit of summer uniform for each and winter uniform for each set to the extent of minimum Rs. 500/- and Rs. 1,000/- (male and female) and stitching charges for handling labour and Mandal Rs. 150/- and Sardar Rs. 200/- each summer set and for winter set Rs. 500/- for each i.e. including the Sardar.	The ceiling amount for
3	Enhancement of rate of Funeral Expenses amounting to Rs. 1000/-	The Funeral Expenditure will be increased from Rs. 250/- to Rs. 1000/- (Rupees one thousand only)
4	Supply of leather Boot (Bata) amounting to Rs. 350/- and one pair Chappal (Bata) amounting to Rs. 150/-.	The present ceiling of cost for providing shoes to the departmental workers will be given as per the entitlement for category-IV with effect from the calendar year 1989 wherever the claims have not been made so far.
5	Supply of good quality towels (two pcs) to the workers.	Two
6	Enhancement of ex-gratia amount to Rs. 1000/- per month to those workers who are suffering from TB, Leprosy, Hapani, Cancer, Mirgi and other serious deceases and who are also suffering prolonged illness and conversion from Handling Labour to Ancillary Labour according to the recommendation of their attending physician.	The ex-gratia relief of Rs. 250/- per month to these departmental workers will enhanced to Rs. 400/- per month with effect from April, 1989.
<b>Sd/- (K.S. Murty) 30.5.89</b>	<b>Sd/- (G.S. Jena)</b>	<b>Sd/- (P.D. Shenoy) 30.5.89</b>

## FOOD CORPORATION OF INDIA

### **MEMORANDUM OF UNDERSTANDING ARRIVED AT BETWEEN THE MANAGEMENT OF THE FOOD CORPORATION OF INDIA AND REPRESENTATIVES OF FOOD CORPORATION OF INDIA WORKERS UNION, ON THEIR CHARTER OF DEMANDS SUBMITTED BY THE UNION VIDE LETTER NO. FCI/HQ(ND)/89/551 DATED: 06.09.1989 IN RESPECT OF VARIOUS CATEGORIES OF WORKERS REPRESENTED BY THE UNION.**

**Pursuant to the negotiations between the representatives of the Food Corporation of India and the Union, the following understanding has been reached**

1. The Voluntarily retirement scheme applicable to the port and dock workers of Calcutta Dock Labour board, will be adopted and implemented for the departmental workers working in Calcutta Complex Depots. For the departmental workers working in the depots in Assam, Bihar, Orissa, Delhi & U.P. the Voluntary Retirement Scheme as discussed and accepted by the union with the then Zonal Manager (East) during December, 1987 shall be adopted and implemented. It has also been mutually agreed that the old/infirm departmental workers who continue to be on light duty on medical grounds is, however, subject to approval of Govt. of India, more so as a notification has to be issued by the Govt. of India exempting voluntary retirement compensation from Income tax.
1. The Voluntarily retirement scheme applicable to the port and dock workers of Calcutta Dock Labour board, will be adopted and implemented for the departmental workers working in Calcutta Complex Depots. For the departmental workers working in the depots in Assam, Bihar, Orissa, Delhi & U.P. the Voluntary Retirement Scheme as discussed and accepted by the union with the then Zonal Manager (East) during December, 1987 shall be adopted and implemented. It has also been mutually agreed that the old/infirm departmental workers who continue to be on light duty on medical grounds is, however, subject to approval of Govt. of India, more so as a notification has to be issued by the Govt. of India exempting voluntary retirement compensation from Income tax.
2. Zonal manager (East) and CM (T) have been advised to take up the matter with Railways for linking of CPT railway siding with main line JJP depot and operation of Digha depot/Railway siding. Demands to this effect stand settled.
3. Regarding strict of time schedule for opening and closing of depots, necessary instructions have been issued to the Zonal Manager concerned. Demands in this regard stands settled.
4. At the demand of the union, instructions have been already issued to provide leather shoes instead of canvas shoes as per M.O.S. dated 30.05.1989 to the departmental workers in East, North East Frontier and North Zones. Chappals also may be issued as is being done to the Category-IV officials of the Corporation.
5. Union demanded increase in the length of the towels to 2 meters each to be provided to departmental workers twice a year as per M.O.S. dated 30.05.1989. This was agreed to and suitable instructions issued. This demand stand settled.
6. For departmental workers in West Bengal, Assam, Bihar, Orissa, Delhi & U.P., it is mutually agreed that an interim relief of 15% over the total piece rate under the existing incentive scheme in addition to adhoc increase of 30% already allowed in December, 1983, would be given to these workers w.e.f.

## FOOD CORPORATION OF INDIA

01.04.1989. This increase would be adjusted whenever there is settlement or revision of existence piece rate incentive scheme. This would be implemented after the approval of Board of Directors.

7. It is mutually agreed that the workers at Calcutta Complex depots would be allowed:-
  - i) Enhancement of 20% in washing allowance w.e.f. 01.01.1988
  - ii) Transport Reimbursement of Rs. 30/- p.m. w.e.f. 01.01.1988 to 31.12.1991 and Rs. 50/- p.m. from 01.01.1992 to 31.12.1992
  - iii) Enhancement of 15% in special pay and special allowance, if any, already being paid as on 01.01.1988 w.e.f. 01.01.1988
8. Even though normally allowances are considered for revision along with wage revision, as a special case, the following modifications in the existing scheme for departmental workers have been agreed to by the management to be implemented w.e.f. 01.01.1990:-
  - (a) Replacement of existing scheme of medical reimbursement for outdoor treatment except in case of certain prolonged diseases with the reimbursement of medical expenses at a flat rate of Rs. 1000/- per departmental workers allowed to the employees of the corporation.
  - (b) Replacement of existing scheme of LTC (Bharat Darshan) with the reimbursement scheme of LTC (Bharat Darshan) restricting upto a distance of 1500 Kms each side for a maximum of 4 adults of declaration by the concerned worker, as allowed to the employees of the corporation.
9. The wages and the fringe benefits of departmental Ancillary labour shall be extended w.e.f. 01.01.1989 to the 192 casual labourers engaged in departmental depots in Bihar, Orissa & Calcutta in accordance with the list submitted by Zonal Manager (East) to Headquarters in 1987. Union has agreed to withdraw all court/ID case in this regard.
10. It has been agreed that the workers of Muzaffarpur Complex depots shall be paid the I.R. as is being paid to the departmentalised workers of Bahrapura depot from the date implementing the award of CGIT, Dhanbad dated 26.03.1988, subject to adjustment.
11. Direct Payment System Workers will be admitted into CPF scheme of FCI and suitable proposal in this behalf would be submitted to the Board of Directors.
12. As regards employment of dependents in case of the deceased DPS/Ancillary labour, instruction already stand issued. It has been agreed that employment of dependents in case of retired on medical grounds DPS/Ancillary labourers would be considered and suitable instructions issued shortly. It was reiterated to the Union that such employment shall, however, be subject to the availability of the Vacancy and other usual conditions for the Corporation.
13. As regards the demand of the Union to divide the total number of bags handled by a gang of 12 in DP system depots, it was agreed that the whole matter would be placed before the board of Directors.
14. It was agreed that ZM (North) would be advised to examine the demand of the Union as regards full utilization of surplus workers available at Panki and Ghaziabad Depots under Direct Payment System. He would be requested to complete the exercise within a month.

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15. The MOU excepting for those items which require Board of Directors/Govt. approval, shall be implemented with immediate effect.
16. The management of FCI and Union reaffirm their faith in the code of discipline and agree to abide by the same in letter and spirit. The management and the peace and harmony so that there is no disruption or interruption in the work of FCI or the normal functioning at various depots/railways sidings.
17. FCI workers union agreed to withdraw the present agitation/Dharna and also the notice of "Satyagrah" dated 06.08.1989 for subsequent agitation from 25.11.1989 with immediate effect.

Signed on 3rd day of November, 1989

Representing Management	Representing FCI Workers Union
1. Sd/- (A.K. Pandey) Personnel Manager, FCI, Hqrs. New Delhi	1. Sd/- (H.P. Singh) General Secretary
2. Sd/- (V.K. Dewan) Zonal Manager (North), FCI, ZO (N), New Delhi	2. Sd/- (Jarnail Singh) Vice-President
3. Sd/- (R. Krishnaswamy) Manager (Finance) FCI, HQRS., New Delhi	3. Sd/- (Hari Kant Sharma) Assistant Secretary
4. Sd/- (K.S. Murty) Manager (P&IR) FCI, HARS	
<b>Witness:</b>	
1. Sd/- (J.P. Gupta) Asst Manager (IR)-L, FCI, HQRS, New Delhi	1. Sd/- (Umesh Kr. Gupta) Org. Secretary, FCI Workers Union
2. Sd/- (Anil Kapoor) Chief Labour Inspector, FCI ZO (N), New Delhi	2. Sd/- (Kartar Singh) Asst Secretary, FCI Workers Union

## FOOD CORPORATION OF INDIA

### INTRODUCTION OF DPS IN AMBALA, AMRITSAR & NAWANSHAHR

ANNEXURE - D

03.11.1989

MEMORANDUM OF UNDERSTANDING ARRIVED AT BETWEEN THE MANAGEMENT OF FOOD CORPORATION OF INDIA AND THE REPRESENTATIVES OF THE FOOD CORPORATION OF INDIA WORKERS UNION

#### SHORT RECITAL OF THE CASE

Whereas in the matter of I.D. case No. 12 of 1983, 24/83 and 49/84 between the management of Food Corporation of India, Punjab region, Chandigarh and workman represented by Food corporation of India workers union, the presiding officer, Central Government Industrial Tribunal Chandigarh, gave an award directing the management to "reinstate the petitioner workers on their original posts".

Whereas the said award remained under litigation between the parties in the High Court of Punjab and Haryana at Chandigarh and the Supreme Court of India and whereas in pursuance of the said award the workers filed claim applications in the Central Govt. Industrial Tribunal-cum-Labour Court, Chandigarh U/S 33-C/(2) of the Industrials Dispute Act, 1947.

At the Instance of the FCI workers Union, the issues involved were discussed in a meeting held in the FCI Hqrs., on 01.12.1988, which was attended by the representatives of the Food Corporation of India Workers Union, namely, Shri Jarnail Singh, Vice-President and M.L. Sharma, Joint Secretary of FCI workers union and concerned officers of FCI management from headquarters and Zonal office (N) besides SRM, Haryana and Punjab. After protracted discussions between management and FCIWU a settlement was reached on the terms and conditions as under.

#### TERMS OF SETTLEMENT

1. 403 petitioner workers employed through handling contractors of Amritsar (Bhagtanwala, Vallah, Bharariwal and Sangrana Sahib) and 67 petitioners workers of Nawanshahr depots and 31 petitioners workers for Ambala depot (list attached as Annexure-A) who were working in the respective depots at the time of petition, will henceforth be engaged directly by the Food Corporation of India as direct payment System (DPS) workers on piece rate basis. The existing handling contract arrangement of the depots will be terminated.
2. The workers will be paid wages/remuneration in accordance with the schedule of rates at 70% (seventy percent only) above an existing schedule of rates uniformly in all the depots of Amritsar complex and Nawanshahr and Ambala except for Ancillary workers who will be paid only at the rate of Rs. 26/- per day on which they attend duties and will not be paid as per the schedule of rates as mentioned above. This will be subject to minimum guaranteed wage of Rs. 26/- per day per DPS workers. The Ancillary workers shall get minimum guaranteed wages of Rs. 780/- p.m. in case they attend all the working days.

Minimum guaranteed wages of Rs. 780/- per month or Rs. 26/- per day such worker will be payable only if the piece rate amount earned by the handling workers on a day as per the the schedule of rate is less than Rs. 26/-. In case the piece rate earnings in a day is more than Rs. 26/-

## FOOD CORPORATION OF INDIA

the actual amount earned shall be paid under the schedule of rates under the existing system i.e., 70% ASOR in the depots of Amritsar Complex, Nawanshahr and Ambala, subject to revision of the rates after 4 years. The payment of wages under this clause shall be made w.e.f. 1.4.1989 in case where the workers are directly employed and after termination of the contract, wherever contractor is in position or 15.12.1989, whichever is earlier. Whenever there is any change in the minimum guaranteed wages applicable to these workers simultaneously to the extent of change in the minimum guaranteed wage.

3. Each worker shall carry-out any work allotted to him by the authorised representative of the FCI in the manner desired and as communicated by the authorised representative.
4. (a) In case any DPS workers in a depot adopts go slow agitation, stoppage of work or other deliberate attempts of less output, the responsibility will be fixed and wage will be deducted appropriately; minimum guaranteed wage for the day will not be computed and shall be paid as per actual output on piece rate' basis or minimum guaranteed earnings whichever is less, in consultation with the union.  
(b) In case of any loss to Corporation due to negligence or other reasons attributable to DPS labour, collective responsibility of individual labour, gang in consultation with Union will be fixed. SRM/RM will be competent authority for this purpose.  
(c) Since there is provision in SOR for increase in wages on the basis of increase of height, any refusal by a DPS Worker for raising the desired height of the stack on any day during the month shall dis-entitle him for the computation of minimum guaranteed earnings on that day.
5. In case at subsequent time the workload in the depot decrease, the management shall have the right to transfer the workers to any other depot in the zone where work exists or in any other manner considered fit in consultation with FCI Workers Union.
6. In the event of shortfall of labour strength at Nawanshahr depot, the management shall have the right to transfer worker of Amritsar depots of vice-versa in consultation with FCI Workers Union.
7. The Union and the worker concerned shall unconditionally and immediately withdraw all Court cases and Industrial Disputes pending connected with the present depot including all claims of the workers u/s 33-C/(2) of the Industrial Disputes Act, 1947 in respect of the Awards, pending in the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh for any period prior to or after the awards, and more specifically LCA claims No. 251/87 to 653/87. 750/87 to 1152/87 and 1249/87 to 1651/87 pertaining to Amritsar Depots and Nos. 683/87 to 749/87, 1183/82 to 1248/87 and 1681/87 to 1747/87 pertaining to Nawanshahr depot and LCA claims relating to Ambala Depots.
8. This settlement is in full and final settlement of all claims of the workers and they will have no claims whatsoever against the Corporation in any matter connected with Central Government Industrial Tribunal Awards No. 12/83 and 49/84 or otherwise. No arrears would be paid for any period prior to this agreement and all such claims for arrears by the workers will be dropped.

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- (i) The petitioner Union shall certify that the worker is one of the original petitioners in CGIT Award No. 12/82, 24/83 and 49/84. In case any declaration/fact is found false at or later stage, such workers shall be liable to be terminated.
- (ii) The workers to be employed in the existing depots of Amritsar would be required to work at all the depots in accordance with the daily work load at each depot.
10. This agreement shall be further subjected to the benefits, terms and conditions as exists in the settlement dated 24.5.1984 and 7.11.1988 between the Management and FCI Workers Union for DPS Workers to the extent applicable.
11. The parties hereby agree to faithfully abide by the terms of this agreement.

Signed this 3rd day of November, 1989.

### SIGNATURE OF THE PARTIES

Representing Employer	Representing Workmen
1. Sd/- (A.K. Pandey) Personnel Manager	1. Sd/- (H.P. Singh) General Secretary, FCI workers Union
2. Sd/- (V.K. Dewan) Zonal manager (North)	2. Sd/- (Jarnail Singh) Vice President, FCI Workers Union
3. Sd/- (R. Krishnaswamy) Manager (Finance)	3. Sd/- Hari Kant Sharma Asst. Secretary, FCI Workers Union
4. Sd/- (K.S. Murty) Manager (P&IR)	
<b>Witnesses:</b>	
1. Sd/- (J.P. Gupta) Asst. Manager	1. Sd/- (Umesh Kr. Gupta) Org. Structure, FCI Workers Union
2. Sd/- (Anil Kapoor) Chief labour Inspector, FCI, ZO (N), New Delhi	2. Sd/- (Kartar Singh) Asst. Secretary, FCI Workers Union

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### MINUTES OF THE MEETING DATED 05.06.1990 HELD IN THE CHAMBER OF THE ZONAL MANAGER (NORTH) WITH FCI WORKERS UNION

The following were present:

Management Side	Union Side
V. K. Dewan, Zonal manager (North)	H.P. Singh, General Secretary
P.K. Vasudeva, dy. Zonal Manager (North)	Thakur Bhagwan Singh, Asst. Secretary
Javed Yusufzai, Manager (IR/L), Hqrs	Mohd. Tahir, Organising Secretary
K.S. Sethi, Sr. Regional Manager, Delhi	
T.R. Palaha, Sr. Regional Manager, I/C., Punjab	
K.K. Gautam, Joint Manager (Pers)	
V.K. Malhotra, CLI, Delhi Region	
Anil Kapoor, CLI	

The meeting was held on agenda submitted by FCI workers Union vide letter No. FCIWU/5/1/113/90/314, dated 28.05.1990. It was explained by Manager (IR/L) Hqrs. that on all the policy matters Hqrs. is already seized of the problem. Therefore, the discussions were held in respect of the points pertaining to the North Zone as under:

**Item 15. Amritsar Complex, Nawanshahr and Ambala Depots not yet made DPS as per agreement dated: 03.11.1989:**

Amritsar Complex:

It was pointed out by SRM Pb. I/C. that the main difficulty was about the identification of petitioners. The FCI workers Union insisted that as per their agreement, there was no need for identification and the list submitted by them along with detailed Bio-Data of all 403 labourers shall be accepted by FCI. The management hereby agrees to accept the biodata furnished and verified by the union and make all concerned workers as Direct Payment System. Identity cards will be issued accordingly.

**Nawanshahr:**

It was decided that similar line of action will be adapted for induction of workers as per the terms of settlement at this depot.

**Ambala:**

The same procedure as agreed for Amritsar will be adopted at this depot. It was, however, decided that SRM Haryana would be advised not to insist for medical and police verification of each individual labourer, a pre-condition for induction.

**Item 14: Transfer of Faridabad D.P. Workers not yet done:**

The general secretary of the Union clarified that their depot pertains to the induction of these 75 ex-attendance category workers of Faridabad as DPS in Ambala or any other Depot. Manager (IR/L) Hqrs. informed that certain information was required from the Zonal Office. The said information will be

## FOOD CORPORATION OF INDIA

submitted by Zonal Office with a suitable proposal, if necessary, on priority.

### **Item 16: Introduction of mate system at 6 Depots in UP region:**

The Union demanded the introduction of mate system at the 11 depots in U.P. immediately on the same agreements pattern as followed in Madhya Pradesh. This was accepted by FCI for six depots only viz Mathura, Imalia, Chandpur, Shyam nagar, fathehpur and Shikohabad.

#### Additional Agenda

#### REMOVAL OF IMBALANCES IN THE DUTY HOURS AT DEPARTMENTAL LABOURERS DEPOTS IN NORTH ZONE:

The Union demanded that their duty hours should be brought at par with the staff posted at departmental labourers depot to ensure smooth functioning. The demand of the Union was accepted with reference to 6 working hours shift i.e. from 9.00 AM to 4.00 PM or 10.00 AM to 5.00 PM with lunch break as applicable to staff, upon the written assurance of the Union that:

- i. The union will withdraw all the pending cases in the Courts/Tribunals in this regard
- ii. The prescribed norms will remain unchanged
- iii. The union will not raise any fresh demand in respect of existing scheme of incentive on account of such reduction of duty hours. However, if any fresh scheme of incentives is negotiated by this union with the Hqrs the duty hours shall remain as per the agreement and this commitment by the Union will have no bearings.
- iv. Existing terms of weeks off & holidays remain unchanged. This arrangement will be implemented from the date of signing of minutes i.e. 6.6.1990.

However on the basis of above, an amicable settlement as per provisions of Industrial Dispute Act embodying the modalities and consequential effect will be signed with the Union and the same shall be proceeded before the Presiding Officer, CGIT, Calcutta, for the Consent Award.

(V.K. Dewan)	(H.P. Singh) 06.06.90
(P.K. Vasudeva)	(Thakur Bhagwan Singh)
(Jawed Yusufzai)	(Mohd. Tahir)
(K.S. Sethi)	
(T.R. Palaha)	
(K.K. Gautam) 06.06.90	
(V.K. Malhotra)	
(Anil Kapoor)	

## FOOD CORPORATION OF INDIA

### AGREEMENT BETWEEN THE MANAGEMENT AND THE FOOD CORPORATION OF INDIA AND FCI WORKERS UNION ARRIVED AT ON 12.04.1991

The Food Corporation of India Workers Union have been pressing for implementation of Notification dated 27.03.1985, 07.09.1990, 01.11.1990, 31.12.1990, 26.03.1991 and 27.03.1991 issued by the appropriate Governments under section 10 of the contract labour (regulation & abolition) Act 1970 for quite some time in respect of depots listed in Annexure 'A' & 'B'. After prolonged discussions the parties agree as under:

1. The demand of the union has been considered by the management. The management shall introduce departmentalization of labour in the depots as at Annex 'A'. The terms of wages and other benefits to such workers shall be spelt out separately through in a circular in consultation with the Union within a month.

2(a) The system of payment by the FCI on piece rate basis shall be introduced in the depots listed in Annex 'B'.

1. ex-gratia bonus
2. CPF
3. Compensation under Workmen's Compensation Act
4. Weekly off with wages
5. Gratuity
6. Attendance allowance @ rupee one per day to such worker who reports for duty for particular day butnot given work for the day shift.
7. Three National paid Holidays
8. First Aid

3(a) The strength of the labour force in each godown shall be arrived at by taking into account per capita output of 90 big bags per worker per day on the basis of average out-turn in all operations per year during the preceding three years. The Union shall also be associated in the assessment. A provision for leave reserve and weekly off etc. would be kept at 27% of the assessed strength. In case of siding godowns there will be additional 10%.

(b) In addition to the aforesaid assessment of manpower, additional hands as ancillary labour shall also be employed as per the workload and capacity @ 4 Ancillary Labour for 5000 MT capacity.

(c) The management shall provide bio-data forms to the Union for the number of hands so assessed which would be filled in by the workers and furnished will be jointly examined by the management and the Union. The same bi-partite team will ascertain physical fitness and the age of the workmen where after the management shall issue identity cards to the workers concerned.

(d) If there is any surplus labour, at any of the depot in the Annexes 'A' or 'B', they would be accommodated, to the extent possible, in other depots within the same list limited to the same state to make up the shortage, if any.

## FOOD CORPORATION OF INDIA

4. However the labour strength fixation/identification of workers to be engaged in Haryana depots will have to be done with due regard to the court's directions in the pending writ petitions, if any, on behalf of the workmen.
5. The payment of the wages to workers in the depots in Annex 'B' shall be made at the rate below/at par/above the schedule of rates as the case may be which the last contractor was being paid under a regular/adhoc contract.
6. The union will extend full cooperation to finalize service regulations within a period of three months. For this purpose FCI staff regulations and/or any other set of service regulations with suitable modifications will be adopted.
7. Godowns at Udaipur in Rajasthan, Attabera in Orissa, Ghevra in Delhi and Jagadhari in Haryana which are not covered under notification shall also be departmentalized as a special case. The status-quo will continue in FSD Shillong upto 31.10.1991 but it will be departmentalized with effect from 01.11.1991. These however, are not cited as precedent by the workers union.
8. The provision of this agreement in relation to the depots in Annex 'B' will apply only to such godowns where FCI is operating directly and not through other agencies.
9. Deployment of labour shall be at working points as per the existing practices.
10. The list of depots at Annex 'A' & 'B' shall be subject to corrections, if any, after verification by the Zonal Manager, and in consultation with the Union.
11. FCI Workers Union agreed to withdraw all the courts cases/conciliation proceedings pending with any ALCs/RLCs/CLC, connected with the godowns listed in Annex 'A' & 'B'
12. This agreement shall be effective from 01.01.1991 in respect of notified depots falling in Haryana state and from 01.04.1991 in respect of rest of the depots in Annex 'A' & 'B'.

<b>Representing Employer</b>		
(Shashi Misra) 12.04.91 Executive Director (P)	(Hasib Ahmed) Manager (IR & L)	(R. Krishnaswamy) Manager (Finance)
<b>Representing Workmen</b>		
(H.P. Singh) 12.04.91 Genl. Secretary, FCIW Union		(Jarnail Singh) Vice Prseident, FCIW Union

# FOOD CORPORATION OF INDIA

## ANNEXURE - 'A'

### DEPOTS WHERE LABOUR SHALL BE DEPARTMENTALIZED

#### NORTH ZONE

##### HARYANA REGION

1. Pehwa
2. Kurukshetra
3. Gulha Cheeka
4. Kaithal
5. Karnal
6. Panipat
7. Tarori
8. Rokhtak
9. Sonapat
10. Gohana
11. Safidon
12. Narwana
13. Bhiwani
14. Hissar
15. Sirsa

##### PUNJAB REGION

1. Nakodar
2. Rampur Phul
3. Banga

##### UTTAR PRADESH

1. Mirzapur
2. Lakhimpur
3. Sitapur
4. Hardoi
5. Pilibhit

##### RAJASTHAN REGION

1. Jaipur (Gandhinagar)
2. Sawaimadhopur (buffer complex)
3. Banswara
4. Jodhpur
5. Barmer
6. Bhilwara
7. Ajmer
8. Srivijaynagar
9. Hanumangarh

##### NEF ZONE

1. Shillong (Meghalaya) w.e.f. 01.11.1991

##### EAST ZONE

##### ORISSA

1. Barbil
2. Keonjhar

## FOOD CORPORATION OF INDIA

### WEST ZONE

#### MADHYA PARDESH

1. Rajnandgaon
2. Naila
3. Kharasia
4. Bishrampur
5. Raigarh
6. Shedol
7. Katni
8. Dhamtari
9. Jagdalpur
10. Neora
11. Gwalior
12. Bina
13. Betul
14. Vidisa
15. Satna
16. Raipur

#### MAHARASHTRA

1. Ajni (nagpur)
2. Gondia

#### GUJARAT

1. Palanpur

# FOOD CORPORATION OF INDIA

## ANNEXURE - 'B'

### DEPOTS WHERE SYSTEM OF PAYMENT BY FCI ON PIECE RATE BASIS SHALL BE INTRODUCED

#### **NORTH ZONE**

##### **HARYANA**

1. Ambala City
2. Dhulcot (Ambala)
3. Pehwa
4. Kurukshetra
5. Kurukshetra
6. Cheeka
7. Kaithal
8. Karnal Complex
9. Jundla
10. Tarori
11. Nissing
12. Sonapat
13. Jind
14. Safidon
15. Indri

##### **PUNJAB**

1. Nakodar
2. Rampur Phul
3. Banga

##### **UTTAR PRADESH**

1. Sitapur
2. Hardoi
3. Pilibhit
4. Rishikesh

##### **RAJASTHAN**

1. Dungarpur

##### **HIMACHAL PRADESH**

1. Mandi
2. Parwanoo
3. Dhalhi

##### **NEF ZONE**

##### **ASSAM**

1. Sibsagar
2. Nalbari

##### **NEF REGION**

1. Churiabari

##### **EAST ZONE**

##### **WEST BENGAL**

1. Mathurapur

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### **BIHAR**

1. Raghupura
2. Chhapra
3. Madhepur

### **ORISSA**

1. Bargarh

WEST ZONE

### **MADHYA PRADESH**

1. Gadarwara
2. Sagar
3. Dhamtari
4. Satna
5. Raipur
6. Indore Complex

### **MAHARASHTRA**

1. Akola

## FOOD CORPORATION OF INDIA

**G. Namasivayam**  
**Manager (IR-L)**

**D.O No. IR(L)/8(1)/91-PF**  
**Dated the 12th May, 1992**

Dear Shri Bhagwati Prasad

Please refer to my d.o. letter no. IR(L)/8(5)/91 dated 20.04.1991 regarding inclusion of railhead operations for assessment of labour in the depots of agreement dated 12.04.1991 connected with the railheads.

The stand of the corporation with regard to inclusion of railheads for assessment of labour strength as per agreement dated 12.04.1991 has been that the railhead is not an establishment of the FCI and therefore has been excluded for the labour strength.

The FCI workers union has been persistently demanding inclusion of railhead operations for assessment of the labour in the depots covered by agreement dated 12.04.1991. This demand was discussed and negotiated with the representatives of the FCI workers' union and it has been agreed in the Memorandum of understanding on 10.04.1992 (copy enclosed) that the strength of **Handling Labour** (repeat handling labour only) already assessed for the following 16 depots of Haryana, UP, Rajasthan and Punjab covered by agreement dated 12.04.1991 which are fed by Railheads, shall further be enhanced taking into account the operations at Railheads of these depots:-

<b>HARYANA REGION</b>	<b>RAJASTHAN REGION</b>
1. Kurukshetra	1. Jaipur
2. Jagadhari	2. Sawaimadhopur
3. Kaithal	<b>UP REGION</b>
4. Safidon	1. Sitapur
5. Sirsa	2. Lakhimpur
6. Ambala	3. Pilibhit
7. Rohtak	4. Hardoi
8. Narwana	
<b>PUNJAB REGION</b>	
1. Nakodar	
2. Banga	

It has also been agreed by FCI workers union that it shall unconditionally withdraw all court cases/Industrial Disputes pending in connection with inclusion of workload of any railhead for calculation of labour strength before implementation of above understanding by FCI management for inclusion of railhead operations for assessment of labour strength in the above mentioned (16) depots. The general secretary of FCI workers union has already advised separately vide letter of even number dated 08.05.1992, copy endorsed to you, to withdraw the court/Tribunal cases to enable to you to take further action to implement the above agreement about inclusion or railhead operations for assessment of labour. However, before issue of revised strength for these 16 depots, it is requested that Hqrs. may be kept informed.

I shall be grateful for necessary action in this regard.

With kind regards,

Yours sincerely  
**G. Namasivayam**

Shri Bhagwati Prasad,  
Zonal manager (North) Food Corporation of India, New Delhi

## FOOD CORPORATION OF INDIA

**MEMORANDUM OF UNDERSTANDING ARRIVED AT BETWEEN THE MANAGEMENT OF THE FOOD CORPORATION OF INDIA AND REPRESENTATIVES OF FOOD CORPORATION OF INDIA WORKERS UNION ON 10.04.1992 ON THEIR CHARTER OF DEMAND IN RESPECT OF VARIOUS CATEGORIES OF WORKERS REPRESENTED BY THE UNION.**

### NAME OF THE PARTIES

<b>Representing Employer:</b>	1. Shri. G. Namasivayam Manager (IR-Labour)  2. Shri R. Krishnaswamy Manager (Finance)
<b>Representing Workmen:</b>	1. Shri H.P. Singh General Secretary, FCI Workers Union

### SHORT RECITAL OF THE CASE

The FCI Workers Union vide their letter dated 20th March, 1992 submitted a Charter of 51 demands to the FCI Management and also gave notice for trade-union action/Dharna at FCI offices/godowns from 25.03.92 in support of their demands. The FCI Management held several rounds of discussions with the Union of their earlier Charter of 61 demands submitted on 26.09.89, 26.04.90 and 19.02.91 to arrive at an amicable settlement so as to maintain industrial peace in the corporation. On 25.03.92, the Union organised Dharna/ Demonstration in front of the Headquarter Building in support of their demands. An assurance was given to the Union on 25.03.92 that the discussions on their legitimate demands would continue and the Union on this assurance agreed to lift Dharna/Demonstration. Accordingly, the Union was invited for discussion on 26.03.92 and subsequently on 09.04.92 and 10.04.92 on all their above Charter of demands including dated 20.03.92 of 51 demands and as a result of discussion the under mentioned demands were considered and agreed to be mutually settled:-

- i) Reimbursement of Lunch expenses of Rs. 100/- p.m. for departmental worker from the date given to staff.  
It was mutually agreed that lunch subsidy of Rs. 48/- per month would be extended to the departmental workers w.e.f. 01.04.1992.
- ii) Enhancement in the rate of washing allowance (other than Calcutta Complex depot workers).  
It was agreed to enhance the washing allowance of departmental workers from Rs. 15/- to Rs. 18/- p.m. w.e.f. 01.01.1988 to the old departmental worker working in Assam, Bihar, Orissa, Delhi and U.P.
- iii) Transport reimbursement to departmental workers (other than Calcutta Complex depot workers)  
It was mutually agreed that the transport reimbursement to the departmental workers will be paid at the rate of Rs. 30/- p.m. w.e.f. 01.01.1991 to 31.12.1991 and Rs. 50/- p.m. from 01.01.1992
- iv) Compassionate appointment of 9 female workers in West Bengal Region.

## FOOD CORPORATION OF INDIA

It was agreed by the management to appoint 9 persons on compassionate grounds as departmental labour as per the list given by the FCI workers union vide letter dated 05.10.1991 subject to being satisfied that these are genuine cases. It was further agreed by the Union that no further case of this nature would be raised and the appointment of the above 9 female dependents should not quoted as a precedent in future.

- v) Extension of wages to Gossaigaon workers at par with other workers, who are being paid in terms of court judgment.

It was mutually agreed that the benefit given by the court to a section of labourers of Gossaigaon depot, will be extended to the remaining workers w.e.f. 01.04.1992 provided they have been actually working from 01.07.1987 onwards at Gossaigaon depot.

- vi) Direct Payment System benefits to workers of Jagannathpur.

It was mutually agreed that in addition to 24 workers covered under the Court Orders, 120 workers shall be brought under Direct Payment System w.e.f from 01.04.1992.

- vii) Inclusion of railhead operations for adjustment labour.

The strength of handling labour already assessed for the 16 depots (List Endorsed) of Haryana, UP, Rajasthan and Punjab covered by agreement dated 12.04.1991, which are fed by the Railheads, shall further be enhanced taking into account the operation at railheads. The FCI workers union shall unconditionally withdraw all Court cases/Industrial disputes pending in connection with inclusion of workload of any Railhead for calculation of labour strength before implementation of clause of the Memorandum of Understanding by FCI management.

- viii) Regularization of workers at Naraina/CTO depot.

It was agreed to regularize Casual workers numbering 69 at Naraina/CTO depot as departmental ancillary workers with attendant benefits as applicable to the departmental ancillary workers in the depot w.e.f. 01.04.1992. It was also agreed that this regularization of casual workers at Naraina/CTO shall be final for Naraina/CTO and the Union will not raise further demand for regularization of labourers.

- ix) Revision of wages payable to mate/Workers Management Committee system.

The system of payment of wages to the workers under mate/Workers management committee system shall continue to be through Mate at ASOR applicable to the respective depot. The present ASOR is agreed to be revised whatever due. However, these workers shall be paid minimum wages of Rs. 20/- (or Rs. 780/- per month) or the actual wages earned by them as per the ASOR whichever is higher for the day or which these workers are deployed for work through the Mate w.e.f. 01.04.1992.

- x) Interim revision of minimum guaranteed wages payable to Direct Payment System workers.

It was mutually agreed to enhance the minimum guaranteed wages by Rs. 10/- per day (Rs. 300/- per month) from the present rate of Rs. 26/- per day (Rs. 780/- per month) totaling to Rs. 1080/- p.m. w.e.f. 01.04.1992 as an interim measure till next settlement on wages due from 01.09.1992.

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2. It was mutually agreed that this memorandum of understanding shall be implemented within a month and also that a mutual agreement on the amendments suggested by the Union on the draft standing orders shall be arrived at within a month and the parties further send a consent reference to RLC (C), New Delhi for certification of the agreed standing orders.

3. This memorandum of understanding shall remain in force for a period of 2 years unless otherwise mentioned in this agreement and during this period the union will cooperate with the management to maintain industrial peace and harmony and the union will not take up the agitational approach to resolve the dispute, if any. All the pending demands will be resolved by bilateral discussions only. Consequently, all demands pending before the RLCs will be treated as withdrawn from these authorities. Union will also cooperate with the management to increase the productivity.

4. This Memorandum of Understanding is without prejudice to the interest of any of the parties i.e. FCI workers Union or the Food Corporation of India in any dispute or case pending in any court of Law or Tribunal connected with the demands of the FCI workers union for grant of more pay/other benefits for DPS/Mate/Workers Management Committee workers or any other workers which are subjudice before any Tribunal or Court.

Signed this on 10th Day of April, 1992

### SIGNATURES OF THE PARTIES

Representing Management	Representing FCI workers Union
1. (G. Namasivayam) Manager (IR-Labour)	1. (H.P. Singh) 10.04.1992 General Secretary FCI union workers
2. (R. Krishnaswamy) Manager (Finance)	
<b>Witness:</b>	
1. (P.K. Saxena) Dy. Manager (IR-L) 2. (J.P. Gupta) 10.04.1992 Asst. Manager (IR-L)	2. (Shivdani Prasad) 10.04.1992

## FOOD CORPORATION OF INDIA

### LIST OF THE DEPOTS VIDE ITEM NO. VII OF MOU DATED 10.04.1992

#### **1. Haryana Region**

- i) Kurukshetra
- ii) Jagadhari
- iii) Kaithal
- iv) Safidon
- v) Sirsa
- vi) Ambala
- vii) Rohtak
- viii) Narwana

#### **2. Uttar Pardesh Region**

- i) Sitapur
- ii) Lakhimpur
- iii) Pilibhit
- iv) Hardoi

#### **3. Punjab Region**

- i) Nakodar
- ii) Banga

#### **4. Rajasthan Region**

- i) Jaipur
- ii) Sawaimadhopur

## FOOD CORPORATION OF INDIA

### MEMORANDUM OF UNDERSTANDING ARRIVED AT BETWEEN THE MANAGEMENT OF THE FOOD CORPORATION OF INDIA AND THE REPRESENTATIVES OF FOOD CORPORATION OF INDIA WORKERS UNION ON 15TH MAY 1992 ON THEIR DEMANDS IN RESPECT OF 'B' CATEGORY WORKERS

#### **NAME OF THE PARTIES:**

<b>Representing Management</b>	1. SSC Madan, Executive Director (S-IR) 2. Shri C. Namasivayan, Manager (IR-Labour) 3. Shri R. Krishnaswamy, Manager (Finance)
<b>Representing Union</b>	1. Shri H.P. Singh, Central Secretary, FCI Workers Union

#### **SHORT RECITAL OF THE CASE**

An agreement was signed with FCI Workers Union on 12.4.91 to bring the workers working in 41 depots at the notified Centres under Piece Rate Payment System with certain statutory benefits. Payment of weekly off and that for 3 national Holidays was one of the benefits agreed to be extended to this category of workers as per the above-said agreement. The agreement also promises for payment of wages for the work done based on the rate that was prevailing prior to the introduction of the 'B' category System in the specified depots at the rates below/at par/above the Schedule of Rates, as the case may be. This inter-alia, provides a minimum guaranteed wages on days when sufficient work could not be provided to those workers. The demand of the Union was that the management should indicate the wages payable on these occasions to these workers in order to fulfill their commitments under the said agreement. Accordingly, the Union was invited for discussions on 12th, 14th and 15th May, 92 and as a result of discussions, the Management and the Union agree to settle the above issue mutually as under:-

(1) The Ancillary Workers, Handling Workers Sardar and Mondal employed in the 'B' category depots covered under the agreement dated 12.4.91 shall be paid minimum (daily) wages as under:-

Ancillary Workers	-	Rs. 45/- per day
Handling Workers	-	Rs. 55/- per day
Mondal	-	Rs. 57/- per day
Sardar	-	Rs. 60/- per day

(ii) The above rate of wages shall be payable for weekly off and paid holidays also.

2. The Union assured the Management that the workers will give maximum output and will not allow any kind of disturbance in maintaining Public Distribution System in the States.

#### **SIGNATURE OF THE PARTIES**

<b>Representing Management</b>	1. SSC Madan, Executive Director (S-IR) 2. Shri C. Namasivayan, Manager (IR-Labour) 3. Shri N. Krishnaswamy, Manager (Finance)
<b>Representing Union</b>	1. Shri H.P. Singh, Central Secretary, FCI Workers Union
<b>Witness</b>	
1. (P.K. Saxena, IM (IP-Labour))	1. (Shivdani Prasad)

## FOOD CORPORATION OF INDIA

### MEMORANDUM OF UNDERSTANDING ARRIVED AT BETWEEN THE MANAGEMENT OF THE FCI AND THE FCI WORKERS UNION ON THE CHARTER OF DEMANDS SUBMITTED BY THE UNION IN RESPECT OF VARIOUS CATEGORIES OF WORKERS

#### Officers representing Food Corporation of India

1. Shri Surendra Mishra, Managing Director
2. Shri V.K. Bhise, Executive Director (G)
3. Shri. G. Namasivayam, OSD (IRL)
4. Shri R. Krishnaswamy, Manager (Finance)

#### Office Bearers representing FCI workers union

1. Shri G.S. Jena, Jt. Secretary
2. Shri H.P. Singh, General Secretary
3. Shri D.C. Nath, Asstt. Secretary

#### SHORT RECITAL OF THE CASE

The FCI workers union vide their letter dated 18th January, 1993 submitted a charter of 28 demands to the FCI management. The FCI management held several rounds of discussions with the Union earlier on some of the common points mentioned in the charter of demands and with reference to the specific items mentioned in the charter of demands, discussions were held on 19th, 20th & 24th March, 15th April and 4th May, 1993 under the chairmanship of Managing Director. As a result of these discussions following settlement is arrived at:

#### PART - I - DEPARTMENTAL WORKERS ON REGULAR TIME SCALE OF PAY

##### 1) MEDICAL REIMBURSEMENT

In the Memorandum of Understanding arrived on 3rd Nov. 1989, it was agreed to introduce a system of reimbursement of medical expenses for outdoor treatment except in case of certain prolonged diseases as a flat rate of Rs. 1000/- per departmental worker per annum with effect from 01.01.1990. It was mutually agreed to enhance this ceiling limit of reimbursement of medical expenses of Rs. 1200/- per annum per worker with effect from 1st April, 1993 on quarterly basis upon furnishing the self certificates prescribed for the purpose. It was also agreed that as and when the above quantum is revised in respect of regular staff, the same will be extended to the departmental workers also.

##### 2) BENEVOLENT FUND

It was agreed to extend the benefit of Benevolent Fund to the departmental workers on the same terms and conditions as applicable to the employees of the Corporation with effect from May, 1993 i.e. the recovery at the rate of Rs. 2/- per month per worker will start from the salary payable for the month of May, 1993. At present the legal heirs of the deceased employees in an unfortunate contingency of death while in service are paid a sum of Rs. 15000/- from this fund. The same benefit to the legal heirs of the deceased departmental worker shall be made available in lieu of the existing scheme of funeral expenses of Rs. 1000/- in case of death while in service. As and when the terms and conditions are revised in respect of

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regular staff, the same will be extended to the departmental labour also.

### **3) GROUP INSURANCE**

The Union has been demanding enhancement of the compensation payable under the existing Group Saving Life Insurance Scheme to Rs. 50000/- as against the existing limit of Rs. 20000/-. It was mutually agreed to make suitable recommendations to the Life Insurance Corporation of India for such enhancement. The modified scheme of group insurance would come in effect after the terms and conditions and rate of contribution by the worker etc. are received from Life Insurance Corporation of India.

### **4) PRESENTATION OF MOMENTO AT THE TIME OF RETIREMENT (GIFT)**

As per existing scheme, departmental workers who retire on medical grounds or on attaining the age of superannuation are entitled to receive Momento upto a value of Rs. 6000/-. It was mutually agreed to enhance this amount to Rs. 1000/- with effect from May 1993. It was also agreed that in the event of any revision in such amount in respect of regular employees of the Corporation, the same revision will also be applicable to the retiring or superannuating departmental workers from the date on which such revision takes place.

### **5) FILLING OF VACANCIES AGAINST SANCTIONED STRENGTH OF DEPARTMENTALIZED HANDLING OF LABOUR AT NARAINA**

At Naraina depot in Delhi where the departmentalized labour system is already in vogue, there are vacancies of handling labour due to which gang composition is not complete in respect of some handling labour gangs. At the same time there are other labourers working at Naraina Depot under Mate System. The Union suggested that the services of the remaining mate labour working at Naraina also be regularized. After protracted discussions it was agreed that SRM, Delhi may be authorized to fill up vacancies of handling labour in the departmentalized labour gangs by inducting labour on seniority basis from the mate system handling labour already available there. The mate labour who would be left over after filling of vacancies in the regular handling gangs would also be treated as departmentalized labour and kept in reserve pool and would be utilized for day-to-day work in the depot. These excess labourers who would be left over after filling the vacancies in the regular handling gangs would be inducted against the future vacancies of departmental labour. The regularization of services of the existing mate system workers at Naraina depot as departmental workers would be w.e.f. 1st May 1993. The induction of such new labour would be to fill up the vacancies in the existing gangs and no new gang would be formed for this purpose. After induction of the mate system labour into regular handling labour gangs the dual system of labour i.e. departmentalized and mate system labour at present prevailing at Naraina Depot shall be discontinued forthwith. Further, there would be no fresh recruitment at Naraina Depot except in compassionate cases. It was also mutually agreed that in the reference pending in National Industrial Tribunal at Bombay, the demand in respect of Naraina depot on the status of mate system workers shall not be pressed by the Union.

### **6) PAYMENT OF CONVEYANCE ADVANCE**

It was mutually agreed that departmental workers would also be entitled for conveyance advance on the same terms and conditions governing the grant of conveyance advance as prescribed by the

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Corporation from time to time.

It was further agreed that in future the-ceiling of pay for the purpose of sanction of conveyance advance would continue to be governed by present scales till the revised scales of pay are implemented both for staff as well as labour.

### 7) ENCASHMENT OF LTC (BHARAT DARSHAN)

The existing distance limit of 1500 kms for LTC (Bharat Darshan) will be enhanced to 1600 kms. The other terms and conditions shall be same as applicable from time to time to the regular staff.

### PART-II - DIRECT PAYMENT SYSTEM WORKERS

#### 1) REVISION OF PIECE RATE WAGES IN DPS DEPOTS

i) As per the memoranda of settlement dated 7th November, 1988 and 3rd November, 1989 the Piece Rate Wages of the Direct Payment System workers were to remain in force for a period of 4 years ending 31.08.1992/01.04.1993. After protracted discussions regarding enhancement of the piece rate wage system alongwith minimum guaranteed wages to be allowed to these workers, it was mutually agreed to enhance the present level of piece rate wages in direct payment system depots as under:

Direct payment System Depots in	Revised Piece Rate Per 100 bags
a) Calcutta Complex, Asansol, Durgapur, Suri	110
b) Delhi & Faridabad	110
c) Ambala, Amritsar & Nawanshahr	110
d) DPS Depot in Assam & NEF	105
e) All other depots under DPS	100

While the revised piece rate would be effective from 01.09.1992 in case of A, B, C, D & E, above it would be effective from 01.04.1993 in case of c (i.e. Ambala, Amritsar and Nawanshahr)

ii) it was further agreed that the above rates would be suitably converted in respect of other operations to the percentage ASOR by the respective Regions for the operations of unloading foodgrain bags from the wagon/trucks or any other transport vehicle and directly loading on trucks on any transport vehicle into wagons as mentioned in service clause XIX Part I(b) of the model tender form.

iii) The minimum guaranteed wage of Rs. 26/- per day or Rs. 780/- per month DPS worker was enhanced to Rs. 36/- per day or Rs. 1080/- per month per DPS worker as an interim measure w.e.f. 01.04.1992 vide Memorandum of Understanding dated 10.04.1992. After further discussions, it was mutually agreed that this minimum guaranteed wage shall stand enhanced to Rs. 52/- per day or Rs. 1560/- per month per DPS handling labour as also for Sardar and Mandal of each gang w.e.f. 01.09.1992. The daily wage of ancillary labour under Direct Payment System would be Rs. 50/- per day or Rs. 1500/- per month w.e.f. 01.09.1992. Other existing terms and conditions would continue to apply till further orders. However, the minimum guaranteed wages would not be payable on the day or days where the worker does not report for duty.

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iv) It was further mutually agreed that above piece rate as well as minimum guaranteed wages shall remain on force upto 31.08.1994. Thereafter for a period upto 31.08.1996, it was agreed that the piece rate as well minimum guaranteed wages to DPS workers including those at Ambala, Amritsar and Nawanshahr would be revised on the basis of percentage increase in All India Consumer Price Index between 01.09.1992 and 31.08.1994. For this purpose the consumer price index as on 01.09.1992 which was 1198 shall be the base for further revision.

The following illustrations would make the above points clear.

All India Consumer price index as on 01.09.1992 = 1198

Assuming All India Consumer Price Index as on 01.09.99 = 1558

The percentage increase in consumer price index = 30

Rate as on 01.09.1994 assuming 30% increase as per illustrations:

	<u>Present</u>	<u>Revised</u>
Piece Rate	Rs. 100/- per 100 bags	Rs. 130/- per 100 bags
Minimum wages	Rs. 50/- per day	Rs. 65/- per day

### 2) PRODUCTIVITY LINKED INCENTIVE

In response to the persistent demand by the Union for grant of productivity linked incentive (P.L.I.) to DPS workers it was mutually agreed that the DPS workers would also be eligible for payment of PLI declared for the years 1990-91 and 1991-92 onwards.

The Union on their part agreed to withdraw the conciliation proceedings pending before the Dy. C.L.C., Dhanbad on the same issue.

### PART - III - MATE SYSTEM WORKERS

Vide MOU arrived at between management of the FCI and the FCI workers union on 10.04.1992, it was agreed that the workers under Mate/Workers management Committee shall be paid minimum wages of Rs. 26/- per day (or Rs. 780/- per month) or the actual wages earned by them as per the ASOR whichever is higher for the day on which these workers are deployed for work through mate w.e.f. 01.04.1992. The Union had been representing that this agreement is not being implemented properly in the field and many of the workers under mate system are being deliberately debarred from the benefits. After protracted discussions with the union it was agreed that suitable instructions would be issued to Zonal Manager/Senior Regional Managers that wherever the strength has been assessed by the field units in consultation with the union, the number of workers to the extent of determined strength would be deployed for duty if reported and would be eligible for the minimum guaranteed wages even if sufficient work was not available on such days provided such workers remain in the depot premises throughout the day of work. It was further agreed that in case of some depots in UP where such strength is yet to be assessed, SRM would be advised to take necessary actions to fix the labour strength in consultation with the union.

## FOOD CORPORATION OF INDIA

It was also agreed that in all depots under Mate system there would be a fresh review of labour strength for the purpose of assessment of surplus workers and for their transfer elsewhere in consultation with the union.

### **PART IV - REGULARISATION OF WORKERS AT HAPUR & HARDUAGUNJ DEPOTS.**

As per the directive of the Hon'ble Supreme Court, the workers in Hapur and Harduagunj depots are currently enjoying the pay-scales and certain fringe benefits w.e.f. 06.11.1986. It was agreed that these workers would be regularized as departmental workers w.e.f. 01.04.1993 with all attendant benefits. All the payments made to these workers for the period upto 31.03.1993 shall be treated as final and there shall be no claim for any arrears whatsoever for the back period.

It was also agreed that both the parties would withdraw all legal proceedings pending in various forums on this matter.

### **GENERAL**

- a) It was mutually agreed that no further demand in respect of the specific items agreed as above will be raised by the union during the validity period of understanding arrived at.
- b) This memorandum of Understanding is without prejudice to the right of both parties in the writ petitions and other legal proceedings pending before the various fora on date, except those matters specifically stated in this memorandum of understanding at para 2 of Part II and Part IV.
- c) In view of the settlement of demands, as stated above the union agreed not to resort to any agitational programme.
- d) Union also agreed to cooperate with the Management to reduce the demurrage charges and increase the productivity of the workers to enable the Corporation to achieve its objective.
- e) It was also mutually agreed that wherever higher piece rates or higher minimum guaranteed wages in case of DPS/Mate system workers are already in existence, the same shall not be curtailed.

Signed at New Delhi this 7th day of May, 1993

### **SIGNATURES OF THE PARTIES**

<b>Representing Management</b>	<b>Representing FCIWU</b>
1. V.K. Bhise (Executive Director (Gen.))	H.P. Singh (Gen. Secretary-FCIWU)
2. G. Namasivayam (OSD-IR (labour))	D.C. Nath (Asstt. Secretary-FCIWU)
3. R. Krishnaswamy (Manager (Fin.))	
<b>Witness</b>	
1. P.K. Saxena Dy. Manager (IR-L)	Shivdani Prasad 07.05.1993 (organizing Secretary-FCIWU)

## FOOD CORPORATION OF INDIA

### **MEMORANDUM OF UNDERSTANDING ARRIVED AT BETWEEN THE MANAGEMENT OF FCI AND FCI WORKERS UNION IN RESPECT OF PAYMENT TO LABOUR WORKING IN PUNJAB DEPOTS OF FCI.**

The Hon'ble Minister of State for Food, Government of India had made an announcement on 29th March, 1993 at Chandigarh that the contract labour system in FCI depots in Punjab would be abolished. As a follow up of this announcement, the FCI workers union had been demanding direct payment system by the FCI to the labour working in various departments in Punjab from 29.03.1993. From the side of the management, it was proposed to the union that they should form Labour Cooperative Societies in Punjab depots as a replacement to contract labour system. This suggestion however was not acceptable to the union. As a consequence of announcement made by the Hon'ble Minister of state for Food, the labour working FCI's Punjab depots had refused to accept payment from the contractors and had insisted on receiving payment directly from FCI. There had been many rounds of discussions on this subject. The final round of discussions took place with the minister of state for food in the chair when Food Secretary, Chairman, FCI and Office bearers of FCIWU led by Sh. G.S. Jena at 12:00 noon on 12.07.1993. The purpose of this meeting was to find way-out of the impasse in Punjab regarding payment to the labour.

#### **After protracted discussions, it was agreed as follows:**

1. The corporation will resort to direct payment system through a Three Member Committee nominated by the Workers Union from among the workers who will receive the payments.
2. This system is proposed to be introduced in 75 depots as per the list as Annexure-A, this list is furnished by the union which in turn will be scrutinized by the SRM, Punjab as to whether contract system labour is being employed by the FCI and after satisfaction of this fact, the SRM, Punjab will implement the payment procedure outline herein:
  - a) In quiet a few depots the contractor has resigned and expressed his willingness to surrender the portion of handling work in favor of the labourers. In such depots the payment should be released to the 3 members committee against the bills to be submitted by them for the work carried out by the workers in such depots. As regards the payments for the past period the corporation shall ensure to release past period wages to the 3 members committee within 7 days of submission of the bills.
  - b) In other depots where the contractor has not resigned, an undertaking will be obtained from him to the effect that he has no objection to payment being made to the labourers directly through 3 member committee.
  - c) As regards the past period if any for which the labourers have not received payment from such contractors, he should give the names and details of the labourers to whom the payment should be made so that the 3 member committee could receive the past period dues and disburse the payment.
  - d) Payment will be strictly according to the piece rate system. The piece rate system for the purpose of payment to the workers would be present contract rate wherever such contract is existing or at last expired contract rate where the contract has already expired. In case of ancillary/casual worker they would be paid at the statutory minimum wages of that area.

## FOOD CORPORATION OF INDIA

- e) The names of the workers as in muster roll will be maintained and one copy of the acquaintance roll after receiving payment will be given to the local FCI officer.
- f) The payment will be strictly in accordance with no work no pay basis and there will be no minimum guaranteed wages.
- g) As the payments are being made to the 3 member committee as a group representative of the labourers, no income tax will be deducted at source for the present. However, the income-tax as may be payable by the workers on their individual earnings for the financial year will have to be deducted by the 3 member committee.
- h) The payments would be made on monthly basis and the payments shall be released in cash and not later than 10th of the subsequent month.
- i) As regards the ancillary labour the present group of 4 workers for 5000 tones capacity shall be maintained.
- j) The Union has demanded that the piece rate should be fixed at 20% above the current contract rates as reportedly agreed to by the management in the past. The union however agreed to defer this decision on this payment till confirmation to this effect is obtained from the managing director, who is presently on leave.
- k) This system of payment will be followed upto 31st December 1993. The workers union would not insist upon departmentalization in those depots in Punjab where departmentalization has not been affected so far till 31st December, 1993, thereafter, the question of departmentalization will be raised only in such of those depots where minimum of 240 days work according to Asnani's committee report has been conclusively established.

Signed at New Delhi this the 12th July, 1993.

### SIGNATURES OF THE PARTIES

Representing Management	Representing FCIWU
1. V.K. Bhise (Executive Director (Genl.))	Jarnail Singh (Vice President)
2. G. Namasivayam (OSD-IR (Labour))	K. Singh (Vice President)
3. P. Krishnaswamy (Manager (Fin.))	
<b>Witness</b> Somnath ***** (Genl.)	

## FOOD CORPORATION OF INDIA

### LIST OF DEPOTS IN PUNJAB REGION

S. No.	Name of Depot	District
1	Rajpura	Patiala
2	Patiala	-do-
3	Banur	-do-
4	Ghanaur	-do-
5	Dhulkot	-do-
6	Samana	-do-
7	Amloh	-do-
8	Govindgarh	-do-
9	Batala	Gurudaspur
10	Gurudaspur	-do-
11	Dina Nagar	-do-
12	Chakki bank (Pathankot)	-do-
13	Mukerian	-do-
14	Sardugarh	-do-
15	Mehta	Amritsar
16	Dhariwal	-do-
17	Butari	-do-
18	Chhabal	Amritsar
19	Majitha	-do-
20	Tangara	-do-
21	Bhuchu Mandi	-do-
22	Jundiala Guru	-do-
23	Taran Taran	-do-
24	Bhikhiwind	-do-
25	Kodisa Khan Depot	-do-
26	Nihalsingwala	-do-
27	Dharamkot	Ferozpur
28	Jalalabad	-do-
29	GuruHarSahai	-do-
30	Roranwali	-do-
31	Malout	-do-
32	Talwandi Bhai	-do-
33	Ferozpur	-do-
34	Laduka	-do-
35	Zira	-do-
36	Abohar	-do-
37	Makhu	-do-
38	Khanna G.T. Road	Ludhiana

## FOOD CORPORATION OF INDIA

### LIST OF DEPOTS IN PUNJAB REGION

S. No.	Name of Depot	District
39	Saniana	-do-
40	Chhawapail	-do-
41	Malerkotla	Sangrur
42	Ghagga	-do-
43	Lahar-Gagga	-do-
44	Barnala	-do-
45	Bhadaur	-do-
46	Sunam	-do-
47	Phillour	Jalandhar
48	Nur Mahal	-do-
49	Ajitwal	-do-
50	Lohian Khas	-do-
51	Banga	-do-
52	Nakodar	-do-
53	Kartarpur	-do-
54	Adampur	-do-
55	Shahkot	-do-
56	Patti	-do-
57	Jalandhar	-do-
58	Muktsar	Faridkot
59	Mogga	-do-
60	Giddarbha	-do-
61	Mandot	-do-
62	Jaitu	-do-
63	Ajitwal	-do-
64	Kotkapura	-do-
65	Bhagh Purana	-do-
66	Bhagsar	-do-
67	Sadiq	-do-
68	Phagwara	Kapurthala
69	Sultanpur Lodhi	-do-
70	Kapurthala	-do-
71	Bholath	-do-
72	Goniana	Bhatinda
73	Tanda	Hoshiyarpur
74	Balachour	-do-

## FOOD CORPORATION OF INDIA

### MEMORANDUM OF SETTLEMENT ARRIVED AT BETWEEN THE MANAGEMENT OF FOOD CORPORATION OF INDIA AND FCI WORKERS UNION ON 1ST NOVEMBER 1994.

The representatives of the FCI management and FCI workers union had held extensive discussions on the points raised by FCI workers union in their Charter of demands on the basis of which record of discussions of the meeting held between the management and the union at FCI Headquarters on 3rd March, 1994 and 6th April 1994 were prepared. The implementation of the decisions taken in the meetings held on 3rd March and 6th April, 1994 pertaining to issue discussed below was, however, subject to the approval of the Govt. of India.

The matter was accordingly referred to the Govt. of India who vide their communication No. 17012/5/94-FC.III(Vol.II) dated 31st October 1994 have directed that action on the following lines be taken on the demands contained in the package deal arrived at with the union:-

#### 1. Implementation of the Award of NIT, Bombay for Direct Payment System (DPS) workers

The management agreed to departmentalized on Calcutta Complex pattern, the labourers working presently under Direct Payment System in such depots which were referred by the Union to the National Industrial Tribunal, Bombay on the following terms and conditions. In addition, management also agreed to departmentalize workers of DPS depots at Ambala, Amritsar complex and Nawanshahr on the same terms and conditions. The DPS depots which are to be departmentalized are as per the list attached as Annexure-I.

- a) All the workers covered under the NIT, Bombay's award dated 01.04.1991 shall be departmentalized w.e.f. 01.01.1994.
- b) One time lump-sum payment of Rs. 25000/- per worker who were covered under NIT, Bombay award dated 01.04.1991 will be made in lieu of arrears of whatsoever nature for the period ending on 31st December 1993 full and final settlement of all the claims and demands made by the FCI workers union including the relief granted under NIT, Bombay award dated 01.04.1991.
- c) The pay of the DPS workers covered under the award of NIT, Bombay would notionally be fixed from 01.01.1988 and the resultant pay as on 01.01.1994 would be allowed and no payment of arrears on this account would be admissible.
- d) The DPS workers covered by NIT award dated 01.04.1991 who were/are supposed to retire between 1st January 1988, and 31st December 1996 on the superannuation shall be compensated by the way of payment of additional lumpsum amount as given below.
  - i) Those retiring between 01.01.1988 to 31.12.1994 : Rs. 25000/-
  - ii) Those Retiring between 01.01.1995 to 31.12.1995 : Rs. 10000/-
  - iii) Those retiring between 01.01.1996 to 31.12.1996 : Rs. 5000/-
- e) There are some workers covered by NIT, Bombay award dated 01.04.1991 as also workers in Ambala, Amritsar Complex and Nawanshahr who are physically incapable of performing handing jobs. Such physically incapacitated workers would be allowed to seek premature retirement on medical grounds under existing rules with relaxation of provision regarding

## FOOD CORPORATION OF INDIA

minimum of two years remaining service and either son or nearest male relative nominated by such worker could be offered appointment as handling labour in his place. Only such cases would be referred to the medical authorities for consideration for premature retirement on medical grounds which would be recommended by the office bearers authorized by FCI workers union. The additional lumpsum amount as mentioned in (d) above, however, would not be admissible in such cases.

- f) On being departmentalized, the DPS workers covered by NIT award dated 01.04.1991 will continue to be the members of FCI CPF Scheme.
- g) For the purpose of payment of gratuity on superannuation, the services of such DPS workers covered under NIT award dated 01.04.1991 shall be reckoned from 01.01.1984 or from the date on which such workers were engaged - whichever is later.

It was also agreed that FCI management and FCI workers union would jointly file a copy of this memorandum of settlement before the Delhi High court in respect of the Writ Petitions filed by the FCI and/or by FCI workers union which are currently pending before the Delhi High Court to get the same disposed of in terms of settlement.

### **2. UPGADATION OF MATE/WORKERS MANAGEMENT COMMITTEE SYSTEM TO THE STATUS OF DIRECT PAYMENT SYSTEM (DPS) WORKERS FROM 01.01.1994**

As already agreed 51 depots functioning under Mate/Workers Management Committee System where the workers presently are receiving minimum guaranteed wages of Rs. 780/- per month would be upgraded as Direct Payment System depots w.e.f. 1st January 1994. The list of depots which are functioning under the Mate/Workers Management Committee System is placed at Annexure-II

In addition, the management also agreed to include FCI depots at Kosikalan and Dohriya Madhyagram from Upgradation to Direct Payment System as they are also covered under the reference made to NIT, Bombay.

The management also agreed for payment of Ex-gratia in lieu of bonus w.e.f. 1st April, 1992 to all the eligible Mate/Workers Management Committee system workers covered by this memorandum of settlement.

### **3. ABOLITION OF CONTRACT LABOUR SYSTEM IN 72 DEPOTS AS PER THE LIST (PLACED AS ANNEXURE-III FURNISHED BY THE UNION)**

The Union demanded that the contract labour system should be abolished in those FCI depots which worked for 240 days in a year and they have already furnished a list of 72 depots for consideration of the management in this regard. The Union further pointed out that in a few depots the contractors are not functioning and as such, the workers are put to lot of difficulties without work. In some cases, the depots are also lying closed.

It has now been decided by the Government of India that such depots that fulfill the norms of the Asnani Committee Report may be considered for abolition of Contract system. It was decided that for this purposes workload data pertaining to last 3 years would be called for from these depots immediately and scrutinized at the Headquarters jointly by the Management and the Union.

## FOOD CORPORATION OF INDIA

It was also agreed that the Contract system would be abolished in such depots which qualify for abolition of Contract labour System as per formula laid by Asnani Committee. Out of these list 72 depots in such depots where the handling contractor is already functioning, 30 days notice for termination of the contract is required to be given before introducing some form of Direct Payment. However, in depots which are lying closed at present the alternative system of employment of labour could be introduced immediately after the scrutiny of the workload data is completed provided such depots qualified for abolition of Contract Labour System. This exercise would be completed within a period of three months.

The union also agreed that on signing of this Memorandum of Settlement the status of the workers of various depots covered by the terms of this settlement would remain unchanged for a period of 5 years.

It was also agreed that other demands of the Union would be discussed by the Management with this Union.

The union agreed to call off the agitation launched by them and to restore normally in FCI operations all over the country.

### SIGNATURES

<b>On behalf of the FCI Management</b>	<b>On behalf of the FCI Workers Union</b>
V.K. Bhise (Executive Director (G) 01.11.1994	H.P. Singh (Genl. Secretary) 01.11.1994
R.K. Krishnaswamy (Manager(Finance) 01.11.1994	Jarnail Singh (Vice President)
<b>Witness:</b>	
P.M. Khedkar (Manager (IR-Labour)	
P.K. Saxena - Dy. Manager (IP-Labour)	

## FOOD CORPORATION OF INDIA

### DEPOTS UNDER DIRECT PAYMENT SYSTEM (DPS)

#### COVERED BY NIT BOMBAY AWARD

##### ASSAM REGION

1. Dibrugarh
2. Bongaigaon
3. Dhubri
4. Narainpur
5. Goalpara
6. Karimganj
7. Silchar
8. Tinsukhia
9. Itachali/chenchua (Now-Gaong)
10. Tangla

##### BIHAR REGION

11. Joinagar
12. Samastipur
13. Darbhanga
14. Chanpatia
15. Dhanbad
16. Ranchi
17. Daltanganj
18. Golabagh/Belouri
19. Jasidih
20. Monghyr
21. Bhagalpur
22. Kodarma

##### WEST BENGAL REGION

23. Ashok Nagar
24. Chinsura
25. Orient Jute Mill
26. Kharda
27. Asansol (Gopalpur)
28. Durgapur
29. Suri

## FOOD CORPORATION OF INDIA

### **ORISSA REGION**

- 30 Rupsa
- 31 Jaleshwar

### **NE REGION**

- 32 Tura
- 33 Dharmanagar
- 34 Arandithinagar/Hanger
- 35 Dimapur

### **UP REGION**

- 36 Agra
- 37 Hathras
- 38 Rampur
- 39 Gorakhpur
- 40 Azamgarh
- 41 Basti

### **DELHI REGION**

- 42 Shakti Nagar/CTO
- 43 Narela

### **HARYANA REGION**

- 44 Faridabad

### **OTHERS**

- 45 Ambala (Haryana)
- 46 Amritsar Complex (Punjab)  
(Bhaktawala, Bharariwal, Vallr & Sangarana Sahib)
- 47 Nawanshahr (Punjab)

**FOOD CORPORATION OF INDIA**

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# FOOD CORPORATION OF INDIA

## ANNEXURE II

### DEPOTS UNDER MATE/WM SYSTEM

#### UP REGION

1. Moradabad Rly. Sliding
2. Chandausi
3. Partapur (meerut)
4. Dehradun
5. Haldwani
6. Bilaspur (CWC)
7. Rudrapur Silo
8. Rampur Rly. Sliding
9. Sandila (except hired godown)
10. Vyasnagar
11. Mathura
12. Imalia
13. Chandpur
14. Shyamnagar
15. Fatehpur
16. Shikohabad

#### DELHI REGION

17. Ghevera
18. Okhla

#### J & K REGION

19. New godown Jammu
20. Chatia Store
21. Nagrota
22. Khan Aewal (Khullani Doda)

#### ORISSA REGION

23. Rayaguda
24. Umeri
25. Palljhor

## FOOD CORPORATION OF INDIA

### WEST BENGAL REGION

26. Raiganj
27. Cooch Behar Complex
28. Baburhat
29. Mangalbari (Maldah)
30. Burdwan Complex
31. Howrah Rly. Siding

### BIHAR REGION

32. Tatisilway
33. Buxar

### ASSAM REGION

34. Diphu
35. Hallakandi
36. Badarpurghat
37. Halflong
38. Dhamaji
39. Bindukuri
40. Tihu
41. Barpata Road
42. Kokrajhar
43. Fikragram

### MADHYA PRADESH REGION

44. Bilaspur
45. Mahsamund
46. Chola (Bhopal)
47. Durg
48. Mandirhasaoud
49. Rajim
50. Daghbahar
51. Jabalpur

## FOOD CORPORATION OF INDIA

### MEMORANDUM OF SETTLEMENT

Agreed Minutes of the meeting held between the Management of Food Corporation of India and the representatives of FCI Workers' Union on 24th, 26th and 27th August, 1994 and on 1st November, 1994 on Union's Charter of 35 Demands dated 15th June, 1994.

The FCI workers' Union had served a notice of agitation dated 15.6.1994 alongwith a charter of 35 demands. In order to resolve the pending issues discussions were held on 24th, 26th and 27th August, 1994 and again on 1st November, 1994 with the representatives of FCI Workers' Union. As a result of discussions, following settlement has been arrived.

#### **1. DEPARTMENTAL LABOUR**

- a) Revision of rates of Summer/Winter uniform, shoes and towels to departmental workers.

Vide MOU dated 30.05.1989 it was agreed that the cost of cloth and stitching charges for supply of uniform to departmental labourers shall be the same as may be prescribed for category IV employees of FCI from time to time. It is further agreed that the departmentalised handling labourers and ancillary labourers shall be given woolen coat instead of woolen shirt as part of winter uniform. It is also agreed that the length of cloth for the items of winter and summer uniforms to be provided to the departmental labourers for the livery items as per their entitlements as also stitching charges shall be at par with class IV employees of the Corporation. The other terms and conditions for supply of uniforms with regard to admissible items to Departmental Labourers shall remain unchanged.

#### **b) Revision of rates of T.A.**

It is agreed that in the case of tour or transfer of departmental labourers they will be allowed the rail fare as per their entitlement for availing LTC (Bharat Darshan).

- c) Revision of Sick leave, Casual Leave and number of Holidays as per FCI rule.

It is mutually agreed to revise the leave entitlement of the departmentalised labour including Ancillary Labour as under:-

1. The entitlement for Casual Leave to be revised to 12 days per calendar year from the present level of 7 days per year.
- 2) Privilege Leave: Shall be credited to Leave A/c 15 days each in January and in July every Calendar year as in case of employees of the Corporation.
- 3) The accumulation of Privilege Leave for Departmental Labourers shall be upto the maximum of 120 days as against current ceiling of 90 days.
- 4) The accumulation of sick Leave would be permitted upto maximum 90 days as against present ceiling of 60 days.

#### **d) Revision of wage structure of Departmental Labour and Payment of Bonus and PLI as per DLB.**

The union was informed that settlement has been arrived at between Ministry of Surface Transport various Federations of Port & Dock Workers for revision of wage structure of Port & Dock Workers.

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The orders for implementation of the settlement are likely to be issued shortly by the Ministry of Surface Transport. However, it is agreed that since orders of the Ministry of surface Transport are likely to take some time, the FCI Management will make payment of Rs. 3000/- each as interim relief in lieu of arrears of wages due to them w.e.f. 1.1.1993.

It is also agreed that ex-gratia in lieu of Bonus and PLI to Departmental Labourers would be continued to be paid as at present alongwith the employees of the Corporation.

**e) Reduction of norms and revision of present incentive scheme for Departmental Labourers.**

It is agreed that the new incentive scheme for handling labour will be finalised within next three months.

**II. DIRECT PAYMENT SYSTEM (DPS)**

**a) Revision of SORs and Minimum Guaranteed Wages for Direct Payment System (DPS).**

The piece rate for the basic operation of "unloading food grain bags from wagons/trucks or any other transport vehicle and directly loading on truck or any transport vehicle/into wagon" as mentioned in the relevant service clause of the model tender form, would now be revised to Rs. 115/- (Rupees One hundred & fifteen only) per 100 bags w.e.f. 1.1.1994 for the DPS labourers. Wherever the existing rates are higher than Rs. 115/- the same will be protected till next revision.

The equivalent percentage increase so arrived at in the existing piece rate in respect of above operation, shall be allowed as "ASOR" percentage for all other operations.

It is further agreed that the total earnings of a labour gang on a day shall be divided by the number of handling labourers actually worked in the gang on that day and the average amount so arrived at per handling labour shall be paid by FCI to the Sardar and Mandal provided they were present in the gang on that day.

**b) Revision of Minimum Guaranteed Daily Wage of DPS Labourers.**

It is agreed to revise the minimum guaranteed daily wage of the DPS workers w.e.f. 1.1.1994 as follows:

Category		Revised rate of Minimum Guaranteed Daily wage w.e.f. 1.1.1994
1	Sardar	Rs. 71/-
2	Mandal	Rs. 67/-
3	Handling Labour	Rs. 65/-
4	Ancillary Labour	Rs. 55/-

It is also agreed that the above piece rates as well as the minimum guaranteed daily wage to the said Direct Payment System workers (DPS Workers) shall be revised in future after every two years based on the percentage increase in All India Consumer Price Index as published by Government of India, Ministry of Labour, Labour Bureau, Shimla. As such next revision will be due w.e.f. 1.1.1996

## FOOD CORPORATION OF INDIA

### **III. Direct Payment through three member committee on No work no pay basis - in 73 depots of Punjab region.**

#### **a) Revision of SORs and release of Ex-gratia in lieu of Bonus.**

In 73 depots of Punjab region no work no pay system was introduced on same SOR as applicable to erstwhile contractors during 1993. In most of these depots currency of contract period would have expired and rates would be due for revision. Hence, after protracted negotiations it was agreed to have a uniform SOR for all the 73 depots from a common date i.e. 1st September, 1994. The piece rate for basic operations of "unloading food grain bags from wagons/trucks or any other transport vehicle and directly loading on truck or any transport vehicle/into wagon" as mentioned in the relevant service clause of the Model Tender form would now be revised to Rs. 115/- (Rupees one hundred and fifteen only) per 100 bags w.e.f. 1994, 1st September.

The equivalent percentage increase so arrived at in the existing piece rate in respect of above operation shall be allowed as ASOR percentage for all other operations. Wherever the existing ASOR percentage is higher, the same will be protected until next revision. The FCI will continue to bear the employer's share of EPF as at present.

Corporation shall release the ex-gratia payment in lieu of bonus alongwith other departmental workers for the financial year 1993-94.

The question of review of status of the workers of these 73 depots will be discussed further on 21st November, 1994.

### **IV. MISCELLANEOUS**

#### **a) Revision of Benevolent Fund Scheme to Piece Rate Payment System ('B' Category) Labourers and Direct Payment System (DPS) Labourers.**

As a gesture of goodwill and social welfare, the FCI Management agreed to extend benefit of Benevolent fund Scheme of the Departmental Labourers to the Piece Rate Payment System ('B' Category) workers working in the depots of Annexure-B of agreement dated 12.4.1991 and the Direct Payment System (DPS) Labourers subject to the payment of workers' contribution by the concerned labourers starting from the wages of October, 1994. As and when the terms and conditions of the said scheme are revised the same will be made applicable to these labourers also.

### **SIGNATURES**

<b>On behalf of the FCI Management</b>	<b>On behalf of the FCI Workers' Union</b>
(V.K. Bhise) 01.11.1994 Executive Director (Genl.)	(H.P. Singh) 01.11.1994 General Secretary
(R. Krishnaswamy) 01.11.1994 Manager (Finance)	(Jarnail Singh) Vice President
<b>Witnesses</b> (P.M. Khedkar) 01.11.1994 Manager (IR-Labour)	
(P.K.Saxena) Deputy Manager (IR-Labour)	

## FOOD CORPORATION OF INDIA

### SETTLEMENT

#### 1. SHORT RECITAL:

1.1 Consequent upon the expiry of the period of operation of the settlement dated 12.6.1989 on wage revision and liberalisation of terms and conditions of deployment of Port and Dock Workers at the Major Ports of India on 31.12.1992, government of India. In the Ministry of Surface Transport constituted a Bipartite Wage Negotiations Committee under the Chairmanship of Dr. A.C. Ray, Chairman, Calcutta Port Trust vide Ministry's O.M. No. Lb-12011/1/92-R.O. dated 22.6.1993.

1.2 Dr. A.C. Ray having proceeded on voluntary retirement, the Government of India, MOSI appointed Shri D.K. Afzulpurkar, chairman, Bombay Port Trust, as Chairman of Bipartite Wage Negotiations Committee vide MOST O.M. No. LB-12011/1/92-RO dated 26.7.1993.

1.3 Other members representing the management side were-

1	Chairman, Calcutta Port Trust	Member
2	Chairman, Cochin Port Trust	Member
3	Chairman, Tuticorin Port Trust	Member
4	Chairman, Madras Port Trust	Member
5	Chairman, Paradip Port Trust	Member
6	Dy. Chairman, Madras Dock Labour Board	Member
7	Dy. Chairman, Calcutta Dock Labour Board	Member
8	Federation of Associations of Stevedores representatives - 2	Members
9	Managing Director, IPA	Member Secretary
10	Shri K. Chandrasekaran, Chairman (Retd.) Madras Port Trust	Member (Co-opted)

The first meeting of the Bipartite Wage Negotiations Committee was held on 4-8-1993 followed by a second meeting on 16.9.1993 at IPA, New Delhi. The issue relating to the number of members to represent each federation was resolved and consensus was reached that the representation in the Bipartite Wage Negotiations Committee based on the membership strength of the year 1990 of the respective federation will be 19.

1.	All India Port & Dock Workers Federation	- 8
2.	Indian National Port and Dock Workers Federation	- 4
3.	All India Port & Dock Workers Federation (Workers)	- 3
4.	Water Transport Workers Federation of India	- 2
5.	Port and Dock Waterfront workers federation of India	- 2

## FOOD CORPORATION OF INDIA

Names of the representatives of each federation are given in Annexure-I

The federation of stevedores Association was represented by Shri D.S. Bose, their President and Shri J.C. Nanavati, the Vice President.

### **2. CHARTER OF DEMANDS**

2.1 All the five Federations representing the Ports and Dock Labour Boards' workers submitted their Charter of Demand individually to the Ministry of Surface Transport which were forwarded to the IPA under cover of Ministry's Letter No. LV-12011/1/92-R.O. dated 5.7.1993. A compendium of the Charter of Demands was prepared and circulated to the members of the Bipartite Committee.

2.2 Series of meetings were held to discuss the Charter of Demands as well as other relevant aspects like increase in productivity, elimination of uneconomic practices, rationalisation of manpower etc. put forth by the management.

### **3. TERMS OF SETTLEMENT**

It is agreed that the existing wage structure, terms and conditions of employment applicable to Class III & IV Port and Dock employees at the following major ports will be revised as stipulated below.

### **4. COVERAGE**

This settlement will apply to and cover the following Class III & IV employees/workers.

- (i) Persons employed by the Major Port Trust of Bombay, Calcutta, Madras, Vishakapatnam, Cochin, Mormugao, Kandla, Paradip, Tuticorin, New Mangalore, and Jawaharlal Nehru Port, including the workers covered by the schemes, if any framed under Section 42 of the Major Port Trust Act, 1983, or are paid directly by the Port Trust;
- (ii) Persons employed by the Dock Labour Boards and their administrative bodies at Bombay, Calcutta, Madras, Visakhapatnam, Cochin, Mormugao, Kandla; and
- (iii) Persons registered or unregistered (listed) under any of the Schemes framed under the Dock Workers (Regulation of Employment) Act, 1948

### **5. DATE OF EFFECT AND PERIOD OF SETTLEMENT**

This settlement will take effect from the 1st January 1993 and remain operative for a period of Five years from the 1st January 1993 to 31st December 1997, except for as otherwise explicitly provided in any other paragraph(s) of this settlement. However, if Public Sector undertakings sign settlements for a duration of five years the matter will be reviewed for reduction.

### **6. REVISED SCALE OF PAY**

6.1 The revised pay scales corresponding to the existing scales are at Annexure II of this settlement.

6.2 The revised scales of pay have been arrived at by merging the following allowances in the existing basic pay as on 31.12.1992

- Variable D.A. aggregating to Rs. 778.45 for the rise in AICIPI (1960 series) from 607 to 1030 points.
- Fixed D.A. in full ranging from Rs. 140 to Rs. 520.
- Special D.A. in full ranging from Rs. 35.10 to Rs. 60.10.

## FOOD CORPORATION OF INDIA

Consequent on the revision of the existing scales of pay, FDA & SDA shall not be paid separator with effect from the 1st January 1993.

### **7. FITMENT OF PAY ON THE 1ST JANUARY 1993 IN THE REVISED SCALE**

7.1 A fitment amount equivalent to 12.5% of existing Basic Pay (excluding personal pay and special pay) shall be added to the existing basic pay (excluding personal pay and special pay, if any) or an employee as on 31.12.1992 and special DA, wherever applicable as per Para 8.1 of wage settlement dated 12.6.1989 and appropriate to the Basic Pay drawn as on 31.12.1992 and Variable D.A. from the rise in All India Working Class Consumer Price Index from 607 to 1030 points (1960-100) amounting to Rs. 778.45. In case of an employee drawing stagnation personal pay, the same shall be added. If the resultant figure is a stage in the corresponding revised scale, this pay will be fixed at that stage. But, if there is no such stage, the pay shall be fixed at the stage next above the resultant figure as mentioned above. The personal pay except stagnation personal pay and Special Pay if any, will be continued to be paid separately.

7.2 The pay of an employee appointed on or after the 1st January 1993 shall be fixed at the minimum of the revised scale of pay.

### **8. DATE OF NEXT INCREMENT:**

8.1 After the pay of an employee is fixed in the revised scale of pay as per para 7.1 of this settlement, his next increment will be due on the anniversary of the last increment drawn by him in the existing pay scale. In respect of the employees whose anniversary date of increment is 1st January, they will be allowed the normal increment of the revised pay scale.

8.2 Where the pay of two or more employees of the same category in the inter-se seniority list gets fixed at the same stage in the revised pay scale and the date of increment of the senior of the two employees falls due after the date of increment of the junior employee, the date of increment of the senior employee will be advanced to coincide with the date of increment of the junior employees provided the other conditions for advancing the date of increment are fulfilled.

8.3 Personal Pay for small family norms or increment for excellence in sports prior in 1.1.1993 shall be payable at the revised lowest rate of increment in the revised pay scale corresponding to the pre-revised pay scale in which the employee had originally earned such increment.

8.4 Advance increments granted for acquiring additional qualifications or for any other purpose after 1.1.1993 will be given according to the revised pay scale.

### **9. STAGNATION INCREMENT:**

Pay scales have been restricted in such a way there will not normally be any stagnation. However, if there is stagnation, one stagnation increment will be allowed every two years.

### **10. ALLOWANCE, VARIABLE DEARNESS ALLOWANCE:**

10.1 Industrial D.A. at AICPI 1030 as on 1.1.1993 has been absorbed in the revised pay scales. D.A. for rise and fall in AICPI 1030 pay be regulated by increase/decrease of Rs. 2.00 per point as per the guidelines of PPE issued from time to time in this regard as in the case of officers. If the Industrial rate of Rs. 2.00 per point is revised by the Government, the revised rate will also be applicable from the date of such revision.

## FOOD CORPORATION OF INDIA

10.2 If and when Government announces its decision in respect of the revision of the Scheme of Dearness Allowance for the public sector employees, where the rate of Rs. 2/- per point applies, the revised rate/rates will be made applicable to the port and dock workers also from the date as specified in the Government Order.

### 11. HOUSE RENT ALLOWANCE:

11.1 An employee who is not allotted accommodation by the Port Trust and Dock Labour Board will be paid house rent allowance at the following rates, without production of rent receipt -

Sl No.	Port	From 1.1.1993 to 31.12.1997	Ceiling
		% of basic pay in the revised scale	
1.	Bombay & JMPT	30%	Rs. 1200/-
2	Madras & Calcutta	25%	Rs. 1000/-
3	Visakhapatnam & Cochin	17.5%	Rs. 1000/-
4	Kandla/New Mangalore/ Tuticorin/Mormugao	15%	Rs. 600/-
5	Paradip/Haldia	10%	Rs. 400/-

11.2 House Rent Allowance at the rates specified in para 11.1 of this settlement shall be admissible also on production of the rent receipt/Municipal Valuation Certificate.

### 12. CITY COMPENSATORY ALLOWANCE:

City Compensatory Allowance will be paid at the following rates on the revised scale of pay:

Sl. No.	Ports	%	Ceiling
1	Bombay	6% of revised basic pay	Rs. 100/- p.a.
2	JMPT		
3	Madras		
4	Calcutta excluding Haldia		
5	Vizag	4.5% of revised basic pay	Rs. 75/- p.a.
6	Cochin		
7	Mormugao/New Mangalore	3.5% of the revised basic pay	Rs. 20/- p.a.

## FOOD CORPORATION OF INDIA

### 13. HRA & CCA

In the event of Government passing an order revising the classification of cities, rates and ceilings on HRA and CCA the same will be revised upwards in accordance with Government orders from time to time effective from the date mentioned in the original Government orders.

### 14. TRANSPORT REIMBURSEMENT - SIMPLIFIED PROCEDURE

14.1 Where the Port Trust/Dock Labour Board transport is not being provided/availed for attending the place of duty from his/her residence and vice versa, an employee will be paid transport reimbursement at the rate of Rs. 90/- p.a. irrespective of the distance. There will be proportionate reduction in the transport reimbursement on account of leave other than casual leave and holidays.

14.2 Where the Port Trust/Dock Labour Board Transport is being provided/availed for attending the place of duty from his residence, the concerned employees will be given an option either to continue the same facility or to accept transport reimbursement specified in para 14.1. The option shall be exercised within three months from the date of settlement. The option once exercised shall be final except when the location of duty is changed.

### 15. WASHING REIMBURSEMENT/SPECIAL WASHING REIMBURSEMENT

The existing amount of Washing Reimbursement and Special Washing Reimbursement will be increased from the existing level of Rs. 18 per month and Rs. 35 per month to Rs. 22/- and Rs. 45/- p.a. respectively, with effect from 1.1.1993.

### 16. OTHER ALLOWANCES:

The existing rates of Special Pay and Special Allowances (other than those expressed as percentages of pay) will be increased by 15 per cent with effect from 1.1.1993 excluding some other special allowances paid at some ports such as conveyance reimbursement to Audit Inspector and Uniform and washing reimbursement to nurses which will be discussed separately at local levels.

### 17. SPECIAL ALLOWANCE:

Special Allowance will be paid to all the employees of the Port Trusts and Dock Labour Boards at the following rates -

- |      |                                       |   |                         |
|------|---------------------------------------|---|-------------------------|
| (i)  | For revised Basic pay upto Rs. 3000/- | - | 2% of revised Basic Pay |
| (ii) | Basic pay above Rs. 3,000/-           | - | 4% of revised Basic pay |

This allowance will not be counted as pay.

### 18. OUTSTATION ALLOWANCE

Outstation Allowance equal to 33 1/3% of revised basic pay is payable during the voyage of port craft from the date of departure to the date of return to home port.

### 19. RECOVERY OF RENT OF, ACCOMMODATION PROVIDED BY PORT TRUSTS AND DOCK LABOUR BOARDS

19.1 Merely as a consequence of increase in basic pay in the revised scale, there will not be any change in regards to eligibility of employees for allotment of quarters.

19.2 Recovery of rent for the ports/DLBs quarters will be made on living area basis under Government of

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India instruction below FR 45(A).

### **20. PRODUCTIVITY LINKED BONUS/PR:**

In the event of several employees becoming ineligible for PLB/PR due to this revision of pay scales and present eligibility limits operating, recommendations will be made to Government to examine the feasibility of increasing the eligibility ceiling.

Recommendation will be made that PLB/PR paid for the year 1992-93 and 1993-94 shall not be recovered as a consequence of the present limit of eligibility.

Recommendations will also be made for evolving a suitable alternative scheme to cover all employees with a view to removing existing restrictions.

### **21. INCENTIVE/PIECE RATE SYSTEM**

The demand for revision and liberalization of existing piece rate schemes/incentive/premium/payment by results and extension of such schemes to other categories of workmen will be discussed and settled at the Ports level as agreed to in para 24.1(2) within a period of six months from the date of signing the settlement.

### **22. DEMAND FOR ABSORPTION OF ADDITIONAL CATEGORIES**

The demand for decasualization and absorption of Cargo Handling workers in Tuticorin Port will be examined and issue settled expeditiously. Wherever similar proposals are pending in respect of other ports with MOST, the issues will be settled expeditiously.

### **23. PENSION**

23.1 The demands of the Federations to liberalise the Pensionary benefits applicable to Port & Dock employees in the spirit of the recommendations made by the Fourth Pay Commission, and as modified by the committee appointed by IPA, has been resolved in terms of Clause 13 of the Memorandum of Understanding dated 24.7.1994. The process of obtaining Government approval is on. Progress made in this regard and some alternatives that emerged during the intramural discussions were conveyed to BUNC. The conclusions reached in the BUNC meeting held on 19th/20th November 1994 are incorporated in Annexure III. It is agreed that process of obtaining Government's approval to clause 13 of the MOU will be expedited by the Management so as to implement the liberalized pension scheme before 28th February 1995.

23.2 It is agreed that an independent, suitable and liberalized pension scheme for all classes of employees including employees of Port, Trusts and Docks will be employed and finalized by the BUNC in agreement with the Labour Federation within the next six months. The possibility of making the new scheme applicable from 1.1.1993 or 1.1.1992 will be fully explored.

23.3 The orders of recovery issued by the Port Trusts/Ministry will be rescinded. (Order No. A-30011/33/89-PE-I dated 24.5.1994).

### **24. PROTECTION OF EXISTING BENEFITS:**

24.1 Merely as a consequence of the implementation of this Settlement, any facility, privilege, amenity, right, benefit, monetary or otherwise, or concession to which an employee or a category of employees might be entitled to by way of any award, practice, or usage, shall not be withdrawn, reduced or curtailed, except to the extent and manner as explicitly provided for in this settlement.

## FOOD CORPORATION OF INDIA

24.2 Provided, however, that this protection clause shall not be used by the Federations and their affiliated unions and any person/persons enjoying benefits under this Settlement for preventing Port/DLB managements from taking steps for the implementation of the provisions of this settlement for improving productivity, efficiency, rationalising of manning scales, removing wasteful practices, revising piece-rate/incentive schemes etc. as laid down in Clause 25 below in accordance with stipulations prescribed therein.

### **25. GENERAL**

25.1 All the parties recognize that the Indian Port Transport Industry needs to be competitive, not only in the World Maritime Trade, but also in the Global market for ensuring economic growth, with social justice and employment generation. All those employed in the Port Transport Industry agree to give their whole-hearted and sincere support towards the National efforts in boosting the Indian Exports.

25.2 Both the parties, therefore, agree to make joint efforts in all spheres of port activities for improving the parameters/norms of judging port performance like gang shift output, ship-birthday output, etc., by levels set out in item 1 below, so as to achieve reduction in the turn-round time of vessels. For achieving those objectives and optimizing the use of available manpower and financial resources, equipment and port capacity through increasing productivity, reducing costs and ensuring financial viability to generate surplus funds for upgrading and expanding infrastructure of all the Major Ports. To match the fast changing technology and to improve work practices, joint efforts would be made continuously by all concerned parties in the industry in the following areas.

(1) To improve port performance and mutually co-operate to ensure increase in productivity level by at least 7% per year, with 1993-94 is the base year, except for reasons beyond the control of workers.

The above will also apply to managerial functions.

(2) Existing piece rate incentive/premium schemes to be suitably improved with revised datums, which shall be fixed with due relevance to the average productivity levels achieved in the preceding three years and revised piece rate shall provide higher and accelerating rates of incentive for the output over the revised datums/norms to motivate the workers to increase gang shift output as at (i) above, in agreement with the union.

(3) Appropriate and suitable piece rate incentive/premium schemes on the above lines will be mutually devised to cover the categories of employees/workers employed by Major Ports/DLBs in areas/spheres of activities which are not covered at present.

(4) Realistic productivity norms to be defined in all other spheres/areas of port working in agreement with the unions.

(5) Improved maintenance of machines, equipments, structures, roads and floating craft is to be ensured to make them available for attaining the above objections.

(6) The management and the Unions will Jointly identify, determine and eliminate all wasteful and unproductive practices at all level including the management in consultation with unions.

(7) Endeavour, is to be made to complete task within stipulated duty hours.

(8) The employers agree to take full care of health and safety of the employees to provide good quality safety equipment, safe working environment and immediate medical aid.

## FOOD CORPORATION OF INDIA

- (9) The employers agree to comply and implement statutory provisions on safety, health and environment.
- (10) The employers agree to provide amenities including drinking water, sanitary facilities, subsidized canteens, rest rooms, etc. near the place of work.
- (11) The Federations agree that the affiliated union will co-operate with the management in minimizing overtime to the extent possible.
- (12) In the Ports where the datum's and manning scales for cargo handling have been fixed after January, 1993, there will be no further upward revision of dates and reduction of manning scales, as stipulated in the settlements, provided the appropriate norms as contained in clause 2 have been reached.
- (13) It is agreed that to monitor the implementation of the above objectives, a Standing Committee with proportionate representation of recognized federations and their affiliated unions will function respectively at apex and port level, which will meet once in every two months.
- (14) It is the common objective of both the parties to achieve optimum and gainful utilization of employees. It is, therefore, agreed to streamline the process of cargo handling as well as operation and maintenance of equipment/machineries and of craft and rationalise manpower deployment in agreement with the unions so as to keep the unit cost of operation at present levels.
- (15) Agreed to carry out work uninterruptedly during the entire scheduled working hours except for reasons beyond the control of labour.
- (16) Workers will carry out minor items of work of different nature falling within the same trade/function/grade during exigencies. Port administration will provide training facilities for acquiring multi-skill and toward such workers suitably.
- (17) The port management agrees to share the gains of productivity equitably with the labour. The Chairman, IPA will ensure expeditious clearance of proposals of Port Trusts/DLBs with Government.

### **26. CONCLUSION:**

26.1 Any discrepancies/anomalies and disputed interpretations arising out of this settlement and matters relating to the implementation of this settlement will be discussed between the five federations and the Port Management with a view to resolving them. It is further agreed that in the event of any disagreement between the parties on any point concerning any clause, the disputed point will be referred to an Arbitration under Section 10A of the Industrial Disputes Act, whose decision will be final and binding on the party.

26.2 The Federations agree that during the currency of this settlement no demand concerning the issues involved in this settlement and involving additional financial implication will be raised excepting those pending in Courts, Tribunals, Conciliation and Arbitration.

26.3 Recoveries, if any, including the recovery on account of non-eligibility of persons for payment of overtime allowance enhanced rent recovery for ports/DLBs accommodations, etc. is to be made from the arrears payable to the employees.

27. Twenty four points have been mentioned in Annexure IV. Some of them have been covered by the clauses of this settlement. Others which are not covered are either of national or local level. They will be discussed at a perspective levels. In the event of disagreement the concerned issues will be preferred for adjudication/arbitration acceptable to the parties.

## FOOD CORPORATION OF INDIA

28. Arrears of payment arising out of this settlement will be paid before 15th January, 1999.

29. The Sub-Committee nominated to go into the question of classification, categorisation, promotional avenues and anomalies, should submit its report within six months for consideration of the BWMC. If there is any dispute the matter will be referred for arbitration.

<b>REPRESENTING MANAGEMENT</b>	<b>REPRESENTING LABOUR</b>
D.K. Afzulpurkar Chairman BWNC & BPI 06.12.1994	<b>All India port and Dock Workers Federation (HMS)</b>
Bikram Sarkar Chairman, Calcutta Port Trust	S.R. Kulkarni President 06.12.1994
A.K. Patnaik Chairman, Paradip Port Trust	S.C.C. Anthony Pillai General Secretary
C. Babu Rajeev Chairman, Cochin Port Trust	B. Mohan Rao Secretary
M.J. Kurian Chairman, Tuticorin Port Trust	Parbati Das Vice President
M. Kalaiyanam Chairman, Madras Port Trust	D.K. Sarma Org. Secretary
N. Chandrasekaran Chairman (Rtd.) Madras Port Trust	
S.B. Das Dt. Chairman, Calcutta Port Trust	
	P.M. Mohammed Haneef Wkg. Committee Member
N.M. Meenakshi Sbhbram Dy. Chairman,	Panchanan Kanungo Wkg. Committee Member
Madras Dock Labour Board	M.L. Bellani Wkg. Committee Member
D.S. Bose President, Federation of Associations of Stevedores	<b>Indian National Port and Dock Workers Federation (INTUC)</b>
J.C. Nanavati Vice President, Federation of Associations of Stevedores	Janaki Mukherjee President G. Kalam General Secretary
A.Chakraborti Managing Director, Indian Ports Association	M.K. Asuami Secretary Johnson Manpilly Secretary 06.12.1994
	<b>All India port and Dock Workers Federation (HMS)</b> <b>Dr. Shanti Patel President 06.12.1994</b>
<b>Witnesses</b>	
Kishor G. Apte Secretary, Bombay Port Trust	S.K. Shette
C.M. Hegde Falcao, Bombay Port Trust	J.H Frederick Ajoo
	<b>Water Transport worker federation of India (CITU)</b>
	Subash Chakraborti General Secretary
	K.P.S. Menon Vice President
	<b>Port, Dock and Waterfront workers federation of india (AITUC)</b>
	T.M. Aboo General Secretary
	V.Y. Rama Rao Vice President

## FOOD CORPORATION OF INDIA

### ANNEXURE - I

#### REPRESENTATIVES OF THE LABOUR FEDERATIONS OF PORT DOCK WORKERS AT THE BIPARTITE WAGE NEGOTIATIONS COMMITTEE

##### ALL INDIA PORT AND DOCK WORKERS FEDERATIONS (HMS)

1. Shri S.R. Kulkarni, President
2. Shri SCC Anthony Pillai, General Secretary
3. Shri B. Mohan Rao, Secretary
4. Shri Parbati Das, Vice President
5. Shri D.K. Sarma, Organising Secretary
6. Shri P.M. Mahmood Haneef, Working Committee Member
7. Shri Panchanan Kanungo, Working Committee Member
8. Shri M.L. Bellani, Working Committee Member

##### INDIAN NATIONAL PORT AND DOCK WORKERS FEDERATION (INTUC)

1. Shri Janki Mukherjee President
2. Shri G. Kalam, General Secretary
3. Shri M.K. Asuani
4. Shri Johnson Mandilly

##### ALL INDIA PORT AND DOCK WORKERS FEDERATION (BMS)

1. Dr. Shanti Patel, President
2. Shri S.K. Shatye, General Secretary
3. Shri Frederick Ajoo

##### WATER TRANSPORT WORKER FEDERATION OF INDIA (CITU)

1. Shri Subhash Chakraborti, General Secretary
2. Shri K.P.S. Menon, Vice President

##### PORT, DOCK AND WATERFRONT WORKERS FEDERATION OF INDIA (AITUC)

1. Shri T.M. Aboo, General Secretary
2. Shri V.K. Balakrishnan/Shri V.V. Rama Rao

## FOOD CORPORATION OF INDIA

### ANNEXURE - II

#### PROPOSED REVISED SCALES ON PAY EFFECT FROM 1.1.1993 AICPI 1960

##### SERIES - 1000 POINTS

	Existing Scale (Rs.)		Revised Scale (Rs.)	
1.	1040-20-1200-25-1425	(17)	2010-35-2290-45-2830	(20)
2.	1055-20-1155-30-1305-35-1515	(16)	2025-35-2200-50-2450-60-2990	(18)
3.	1065-20-1145-30-1265-35-1545	(16)	2035-35-2175-50-2375-60-3035	(19)
4.	1075-30-1195-35-1580	(15)	2045-50-2245-60-3085	(18)
5.	1085-35-1645	(16)	2055-60-2775-65-3230	(19)
6.	1095-35-1375-40-1695	(16)	2065-60-2545-70-3315	(19)
7.	1130-35-1375-40-1735	(16)	2110-60-2350-70-2700-75-3450	(19)
8.	1160-40-1800	(16)	2150-70-2780-75-3605	(20)
9.	1165-40-1485-45-1800	(15)	2160-70-2720-75-3620	(20)
10.	1165-40-1485-45-1845	(16)	2160-70-2720-75-3695	(21)
11.	1165-40-1485-45-1935	(18)	2160-70-2720-75-3845	(23)
12.	1205-40-1485-45-1845	(15)	2230-70-2720-75-3695	(20)
13.	1285-40-1485-45-1935	(15)	2370-70-2720-75-3845	(20)
14.	1190-45-1505-50-2005	(17)	2185-75-2710-85-3985	(22)
15.	1205-45-1430-50-2030	(17)	2230-75-2605-85-4050	(22)
16.	1220-50-1620-60-2160	(17)	2250-85-2930-100-4330	(22)
17.	1220-50-1620-60-2220	(18)	2250-85-2930-100-4430	(23)
18.	1320-50-1620-60-2220	(16)	2420-85-2930-100-4430	(21)
19.	1295-50-1595-60-2255	(17)	2425-85-2935-100-4435	(21)
20.	1300-50-1450-60-1690-70-2460	(18)	2425-85-2680-100-3080-120-4760	(21)
21.	1300-50-1450-60-1690-70-2600	(18)	2425-85-2680-100-3080-120-4880	(22)
22.	1240-50-1590-60-2070-70-2560	(22)	2275-85-2870-100-3670-120-4870	(25)
23.	1350-60-1650-70-2990	(17)	2500-100-3000-120-4800	(20)
24.	1350-60-1650-70-2630	(17)	2500-100-3000-120-5040	(22)
25.	1385-60-1565-70-2545	(17)	2600-100-2900-120-4940	(20)
26.	1385-60-1565-70-2685	(19)	2600-100-2900-120-5180	(22)
27.	1405-70-1965-75-2715	(17)	2650-120-3610-140-5430	(21)
28.	1435-70-1855-75-2755	(18)	2700-120-3420-140-5520	(21)
29.	1470-80-1950-85-2860	(16)	2750-140-3590-150-5690	(20)

- Notes: (1) Rate of increments have been increased by about 70%.  
(2) To ensure, that stagnation does not occur, scales have been suitably elongated.  
(3) Scheme of stagnation increment withdrawn.

## FOOD CORPORATION OF INDIA

**1990 (SUPP) SUPREME COURT CASES 296**  
(BEFORE KULDIP SINGH AND S.C. AGRAWAL, JJ.)

<b>FOOD CORPORATION OF INDIA WORKERS' UNION</b>
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<b>.... Petitioners</b>
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**Versus**

<b>FOOD CORPORATION OF INDIA AND OTHERS</b>
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<b>... Respondents</b>
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Writ Petition (Civil) No. 222 of 1984, decided on July 20, 1990

**Labour Law - Parity in employment - Wages - Zone-cum-same employer principle - Departmentalised labour of Food Corporation of India - Corporation directed to revised the wage structure of the departmentalised labours and bring their wages at the same level as the wages of the departmentalised labour employed at Calcutta Port and the Calcutta city godowns and depots of the corporation in the State of West Bengal - Benefit of the revision should be granted w.e.f. 1-1-1974 the date from which the wages of the departmentalised labour employed at Calcutta Port were revised in 1977** (Paras 11 to 20)

**Constitution of India - Article 32 - Maintainability of writ petition - Whether workers employed at depots in different regions by the employer entitled to same wage structure and whether region-cum-industry principle applicable - such questions are normally not allowed to be agitated in petition under Article 32 - But where these questions have already been determined by arbitrator under Section 10-A of Industrial Disputes Act, 1947 and his award already been affirmed by High Court, the petition would be maintainable - Labour Law.** (Para 11)

Writ Petition allowed R-M/10125/SL

- 1 (1981) 3 SCC 616 : 1981 SCC (Cri) 768
- 2 (1981) 3 SCC 245 : 1981 SCC (Cri) 826
- 3 (1981) 4 SCC 484 : 1981 SCC (Cri) 856
- 4 (1982) 3 SCC 185 : 1982 SCC (Cri) 680
- 5 (1983) 2 SCC 342 : 1983 SCC (Cri) 659
- 6 Under Article 32 of the Constitution of India.

The Judgment of the Court was delivered by

S.C. Agrawal, J.-In this writ petition filed under Article 32 of the Constitution the petitioner, viz. Food Corporation of India Workers' Union (hereinafter referred to as 'the petitioner union') representing the departmentalised labour employed by the Food Corporation of India (hereinafter referred to as 'the respondent Corporation') is claiming parity in the matter of scales of pay, allowances and terms and conditions of service for departmentalised labour employed with the respondent Corporation throughout the country.

2. The respondent Corporation has been established by the Food Corporation of India Act, 1964 enacted by Parliament. It carries on business of procurement, storage and distribution of foodgrains throughout the country. It functions through four Zonal Offices in the North, East, West and South Zones.

## FOOD CORPORATION OF INDIA

Each zone is divided into Regions and Districts for the convenience of administration. Each districts has got several depots under it. Earlier the handling work at the godowns at the various depots of the respondent Corporation was done through private contractors. There was discontentment among the labour force working under the private contractors and they demanded abolition of contract labour system. This led to departmentalisation of the labour force consisting of handling mazdoors, sardars, munshis/mandals and ancillary mazdoors at some of the depots of the respondent Corporation. This process of departmentalisation of labour force was started in 1970 and it was introduced gradually in stages. It has been extended to workers at the major ports and the depots in port towns as well as some of the depots in the various regions. The respondent Corporation is having departmentalised labour in West Bengal, Assam, Bihar, Orissa, Delhi, U. P. Maharashtra and Andhra Pradesh. In the present writ petition we are concerned with departmentalised labour employed at the depots in Bihar, Assam, Orissa, U. P. and Delhi regions.

3. The departmentalised workers engaged at the docks and the port godowns and the depots in port towns are being paid wages on the same basis as the port and dock workers. The same principle has been adopted by the respondent Corporation for all the departmentalised workers in the other depots in the State of West Bengal. When departmentalisation of labour force was introduced in other regions, a dispute arose with regard to the pay scales to be applied to such workmen and the said dispute with regard to the wage structure of departmentalised workers in all depots in Bihar, more particularly the depots at Gaya, Mokemah and Jamshedpur, was referred to the arbitration of Shri K. K. Mitra, a retired Judge of the Calcutta High Court, under Section 10-a of the Industrial Disputes Act, 1947. The learned arbitrator gave his award (Annexure II) dated October 10, 1974 (hereinafter referred to as the 'Mitra Award') whereby it was directed that the wage structure of the departmentalised workers at the depots in Bihar should be brought in line and at par with the rates prevalent in Calcutta. The respondent Corporation challenged the Mitra Award by filing a Writ petition in the Calcutta High Court. The said writ petition was dismissed by the learned Single Judge by order dated April 22, 1977 and the appeal filed by the respondent Corporation against the said order of the learned Single Judge was dismissed by the Division Bench of the High Court by judgment dated March 14, 1980. During pendency of the proceedings before the arbitrator the respondent corporation in their letter (Annexure IV) dated July 28, 1973, had agreed that the award of the arbitrator would apply in toto to the departmentalised workers in Assam, Bihar and Orissa, who have been departmentalised with effect from June 15, 1973. At the time of departmentalisation in 1973 the departmentalised workers in Delhi and U. P. were having the same pattern of pay scales as was applicable to workers at Calcutta Port and port city godowns. The case of the petitioner union is that the departmentalised labour at Calcutta Port and port city godowns and depots in West Bengal are treated at par with port and dock labour and have been given revision in their wage structure from time to time whenever such revision has been made for port and dock workers but for the departmentalised labour in the other regions similar revision was not made and as a result the departmentalised labour in Bihar, Orissa, Assam, U. P. and Delhi regions have been practically stagnating at very low levels of pay and the difference in the pay scales is sizeable. The petitioner union has prayed that a writ of mandamus may be issued direction the respondent Corporation to adopt the same scales of pay, allowances and terms and conditions of service, including overtime benefits in duty hours, in respect of Departmentalised labour throughout India and direction the respondent Corporation to refix the scales of pay and allowances uniformly throughout India as applicable to the departmentalised labour employed by the respondent

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Corporation in its godowns in the State of West Bengal and to give consequential benefits retrospectively with effect from January 1, 1974.

4. In the counter-affidavit filed on behalf of the respondent Corporation it is stated that the Departmentalised labour employed in the respondent Corporation are having three different pay scales, viz. Calcutta Complex depots, East Zone depots and depots in Delhi and U. P. As regards the Calcutta Complex depots workers it is admitted that they are allowed the wage structure similar to that applicable to port and dock workers on the basis of the region-cum-industry formula for the reason that the departmentalised workers of the respondent Corporation are working in the same region and are doing similar type of work as is done by the Calcutta Port and Dock worker. With regard to the departmentalised labour in Delhi and U. P. it has been stated in the counter-affidavit that the wages were evolved and applied to workers of these States since June 15, 1973 and that the said wage structure was revised with effect from January 1, 1978 and that similarly a different wage structure exists for departmentalised labour in West Zone (Manmad). As regards the departmentalised workers outside Calcutta Complex depots in the East Zone, it has been stated in the counter-affidavit that in view of the Mitra Award the departmentalised workers of Assam, Bihar and Orissa were given the same pay scales as the departmentalised workers in the West Bengal i. e. Calcutta Complex depots, but now the wage structure of the departmental workers of Assam, Bihar and Orissa is different from the wage structure of Departmentalised workers in West Bengal in as much as two wage revisions have been allowed to Calcutta Complex workers with effect from January 1, 1974 and January 1, 1980 on the pattern of wage revisions have not been allowed to the workers of the East Zone depots. In the counter-affidavit it is further stated that on demand of the petitioner union the management of the respondent corporation have offered to revise the wage structure of the East Zone workers liberally, but not at the same level as paid to the Calcutta Complex workers. The case of the respondent Corporation is that the Mitra Award did not cast any continuous obligation on the part of respondent Corporation to allow the departmentalised workers of East Zone the subsequent wage revisions allowed to the Calcutta Complex workers. The case of the respondent Corporation is further that the departmental workers working outside the port city godowns have been treated differently because there is differentiation in the job content of the workers employed in the port and port city godowns and the workers working elsewhere inasmuch as the workers at the port city godowns have to perform their functions in a continuous chain of operations right from clearing from the ship up to the stacking in the godowns and loading into the wagons in close conjunction with the other workers in the port whereas at other depots the workers have to do their own work loading and unloading from the trucks, wagons and stacking in the godowns independently. It has been submitted that different wage structures for the labour working in different places does not amount to discrimination on the basis of region-cum-industry formula and that real discrimination would be if the departmental workers at the same place get a different wage while they perform the same duty and therefore, the same wage structure cannot be extended to all the departmentalised workers.

5. An additional affidavit of M. L. Sharma has been filed on behalf of the petitioner union wherein it is stated that wage revisions for departmentalised labour of the respondent Corporation was granted to Departmentalised workers in Calcutta and West Bengal in 1977, 1980, 1984, to workers in U. P. in 1974, 1980 and 1984 and to workers in Delhi in 1978, but for workers in Bihar, Assam and Orissa there has been no wage revision at all. It has also been stated in the said additional affidavit that 11,903 workers engaged

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at the various ports and at hinterland depots are being paid the same wages as are paid to port and dock workers and that apart from them there are about 4875 departmentalised workers employed in other depots who are not being paid equal wages.

6. A reply to the said additional affidavit has been filed on behalf of the respondent Corporation wherein the pattern of revision of wages of workers employed at Calcutta and in West Bengal, Uttar Pradesh and Delhi has not been disputed. It has been stated that the said wage revisions were effected as a result of bilateral negotiations and agreements depending on the local conditions based on the regions-cum-industry formula.

7. During the pendency of this writ petition, this Court, on March 15, 1984, passed an interim respondent corporation was directed to pay Rs. 150 per month from July 1, 1983 to each departmental worker working in the East Zone in the shape of increase in the emoluments and a lump sum of Rs. 1500 per head in lieu of arrears till further orders. By the said order parties were directed to continue negotiations and it was also directed that in those negotiations workmen working in the States of U. P. and in the Union territory of Delhi may also be included. It appears that no settlement could be arrived at in the negotiations and thereupon conciliation proceedings were initiated. During the course of these conciliation proceedings a settlement was arrived at on May 30, 1989 whereunder the respondent Corporation agreed to give, by way of interim payment, a lump sum amount of Rs. 3000 towards arrears up to December 31, 1987, to the inland depots in Uttar Pradesh and Delhi regions and Rs. 3500 to the departmental workers working in the inland depots in Bihar, Orissa, North Eastern and Assam regions. The respondent Corporation further agreed to give, by way of interim relief with effect from January 1, 1988 Rs. 200 per month, to the departmental workers working in the inland depots of Uttar Pradesh and Delhi and Rs. 250 per month to the departmental workers working in the inland depots in Bihar, Orissa and Assam. It was also agreed that these amounts would be adjusted towards the final payments to be made to the departmental workers of the aforesaid regions as per the final decisions of this Court in this writ petition.

8. The aforesaid narration of facts shows that initially there was difference in the wage structure of the departmentalised workers employed at the ports as well as other depots in West Bengal, who were being paid the same wages as are paid to port and dock workers and the wage structure of the Departmentalised workers in other depots in the Eastern Zone in the States of Bihar, Orissa and Assam. This disparity in wages gave rise to a dispute which was resolved by the Mitra Award whereby it was directed that the wage structure of the employees in the depots of Gaya, Mokemah and Jamshedpur should be fixed on the West Bengal pattern. The said award has been upheld by the Division Bench of the Calcutta High Court. In accordance with the said award and the assurance given by the respondent Corporation in their letter dated July 28, 1973, that the award would apply in toto to the departmentalised workers in Assam, Bihar, and Orissa who have been departmentalised with effect from June 15, 1973, the respondent Corporation fixed the wages of the departmentalised workers employed in the Eastern Zone in Bihar, Orissa and Assam at the same level as the wages of the departmentalised workers in Delhi and U. P. the same pattern of pay scales as was applicable to workers at Calcutta Port was adopted at the time of departmentalisation in 1973. Thereafter, there has been revision in the wage structure of the workers employed at Calcutta in 1977, 1980 and 1984. There has been no corresponding revision in the wages of the workers employed at the depots in Bihar, Assam and Orissa regions. In U. P. there has been revision in

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the wages of workmen in the year 1974, 1980 and 1984 and there was one revision in the wages of workers employed in Delhi in 1978. This has given rise to considerable disparity between the wages of workmen employed at the ports, port city godowns and depots in West Bengal on the one hand and the workers employed in the depots in other regions viz. Bihar, Orissa, Assam, U. P. and Delhi. This would be evident from the following figures available on the record (Annexure VI to writ petition and Annexure VI to the counter-affidavit of S. L. Bhanot) relating to the minimum wages paid in July 1983, to the various categories of workers employed at ports, port city godowns and depots in West Bengal, and workers employed at depots in Bihar, Orissa and Assam regions in Eastern Zone and in U. P. and Delhi regions :

		Ports, Port city Godowns and Depots in West Bengal	Bihar, Orissa and Assam regions	Delhi region
		1	2	3
1	Sardar	866.90	603.00	740.00
2	Munshi/Mondal	829.40	523.54	677.40
3	Handling Labour	801.90	502.10	658.50
4	Ancillary Labour	781.90	468.86	645.90

9. The figures given in the additional affidavit of M. L. Sharma filed on behalf of the petitioner union and Annexure II to the counter affidavit of R. K. Seewal show that this disparity had been further aggravated by 1988.

10. The respondent Corporation has sought to justify this disparity in the wage structure on the ground that workers employed at depots in Bihar, Assam Orissa. U. P. and Delhi regions cannot claim parity with the workers employed at the ports and port city godowns and has invoked the region-cum-industry formula and it has been submitted that since the workers are working in different regions there cannot be parity in wages.

11. As to whether the workmen employed at depots in Bihar, Orissa, Assam, U. P. and Delhi regions are entitled to the same wage structure as is available to workers employed at Calcutta Port and at port city godowns as well as at depots in West Bengal and Whether the regions-cum-industry formula would be applicable are matters to be considered and dealt with by industrial adjudication and these questions are normally not allowed to be agitated before this Court in a petition under Article 32 of the Constitution. In the instant case, however, we find that this matters has already been considered by the Mitra Award made under the Industrial Disputes Act and the said award has been upheld by the Calcutta High Court. Before the arbitrator, the respondent Corporation had sought to justify the different wage structure for workmen employed at ports and port city godowns and the workmen employed at the depots in ports and port city godowns and the workmen employed at the depots in Gaya, Mokemah and Jamshedpur on the industry-cum-region formula. The arbitrator did not accept the said contention and on the basis of the evidence produced before him, he found that there is no concern near Gaya, Mokemah and Jamshedpur carrying on the same nature of work as the respondent Corporation and the industry part of the formula cannot be

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applied and that the region part would be applied if there were concern in the region carrying on similar line of business but there is no concern carrying on similar nature of business, of comparable status and standing and that in the circumstances the industry-cum-region rule affords no guideline. The arbitrator was of the view that instead of region-cum worker (sic industry) formula the zone-cum-same employer rule should be applied to avoid discrimination which leads to real discontent among the employees and felt that it would be fair and proper to fix up the wage structure on the West Bengal pattern or otherwise it would be creating unnecessary discrimination without reasonable grounds. Affirming the said award of the arbitrator, the Division Bench of the Calcutta High Court has observed :

"In our opinion, the learned arbitrator is right in holding that there was no comparable unit in respect of the job which the handling labour of the Food Corporation of India does. Moreover it is stated that there was no comparable employer in the region with which the arbitrator was concerned. In fixing the wage of the handling agents and labourers, in our opinion, rightly the learned arbitrator considered the same type of work which is being done by the port and dock workers handling the same kind of job."

12. The said decision of the High Court has become final and is binding on the respondent Corporation. In the circumstances, it is not open to the respondent Corporation to invoke the region-cum-industry formula and deny to the workers employed in the depots in Bihar, Orissa, Assam, U. P. and Delhi regions, parity in the matters of wages with the workers employed at Calcutta Port and the godowns in the Calcutta city complex and the depots in the State of West Bengal.

13. It is also not open to the respondent Corporation to put forward the plea that the nature of work performed by the two categories of workers is different. The plea has been rejected by the arbitrator in the Mitra Award wherein it has been observed :

"It is also proved by evidence that the handling mazdoors perform the same nature of work as those in Calcutta vis-a-vis West Bengal."

14. The Division Bench of the High Court has agreed with the said finding.

15. The respondent Corporation has sought to justify the disparity in the wages of Departmentalised labour employed in the different regions on the ground that they are not transferable from one place to another. In the counter-affidavit filed on behalf of the respondent Corporation it is stated that regular employees of the respondent Corporation are transferable from one place to another place throughout the same country and therefore, they are having uniform pay scales and service conditions throughout the country. This aspect has been considered in the Mitra Award. On the basis of the evidence produced before him, the learned arbitrator has observed that except for house rent allowance and compensatory allowance, the scale of pay, dearness allowance and other fringe benefits are uniform throughout India for officers, clerks and peons and that clerks and such staff are not transferred from one region to another except on promotion or on special prayer. This would show that clerks and sub-staff, though normally not transferable, are having uniform pay scales and service conditions and that non-transferability does not stand in the way of their being given uniform pay scales and other benefits. Non-transferability cannot, therefore, be put forward as a ground for denying parity in wage structure to the departmentalised labour employed in the different regions by the respondent Corporation.

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16. The contention urged on behalf of the respondent Corporation that the Mitra Award did not cast any continuing obligation on the respondent Corporation to allow to the workers employed in the depots at Gaya, Mokemah and Jamshedpur, the subsequent wage revision allowed to Calcutta Complex workers is not tenable because such a revision is implicit in view of the Mitra Award whereby it has been directed that with a view to avoid discrimination which leads to real discontent among the employees, the wage structure of the workmen employed should be fixed up on the West Bengal pattern. This means that after the parity in the wage structure is restored the same should be maintained or otherwise there would be recurrence of the discrimination which was sought to be avoided.

17. Since none of the reasons that have been put forwarded by the respondent Corporation to deny parity in the pay scales is sustainable, it must be held that the Departmentalised labour employed at the depots in Bihar, Orissa, Assam, U. P. and Delhi regions are entitled to have the same wage structure as is available to the workers employed at Calcutta Port and Calcutta city godowns and the depots of the respondent Corporation in the State of West Bengal and the wages of the workers should be revised as and when the wage structure of the workers employed at the Calcutta Port and Calcutta city godowns and depots in the State of West Bengal and revised.

18. In the writ petition the petitioner union has claimed benefit of revision of pay scales with effect from January 1, 1974. the reason being that, by circular dated September 29, 1977, the wages of the departmentalised labour employed at ports were revised with effect from January 1, 1974. Since the departmentalised labour employed at depots in Bihar, Orissa Assam, U. P. and Delhi regions are entitled to the same wage structure as available to the workers employed at Calcutta Port and Calcutta city godowns to the workers employed at Calcutta Port and Calcutta city godowns and at depots in the State of West Bengal, the labour employed at depots in Bihar, Orissa, Assam, U. P. and Delhi regions can legitimately claim the benefits of revisions of pay with effect from January 1, 1974, the date with effect from which the wages of the Departmentalised labour employed at Calcutta Port were revised in 1977. This writ petition was no doubt filed by the petitioner union in January 1984. The petitioner union has stated that it has been repeatedly trying to get the matter sorted out by negotiations and has also taken up the issue with the concerned authorities of the Labour Department of the States, but the conciliation efforts have failed and the disputes was also not referred for adjudication. This finds support from the counter-affidavit filed on behalf of the respondent Corporation wherein it is admitted that demand was made by the petitioner union for revision of the pay scales for workmen employed at the depots in Bihar, Orissa and Assam on the same lines as wage revisions was allowed to Calcutta port workers with effect from January 1974 but the management of the respondent Corporation did not accede to the same though it offered to revise the wage structure of the east zone workers liberally. It is not the case of the respondent Corporation that there was revision of wages of workers of East zone till the filing of the writ petition.

19. It would thus appear that after the revision of the wages of the departmentalised labour employed at the Calcutta Port in 1977, the petitioner union had been making efforts for revision of the wages for the workers employed at other depots on the same lines both by negotiations as well as through the process of conciliation and adjudication under the Industrial Disputes Act but the said efforts did not succeed and thereafter the petitioner union moved this writ petition in this court. In the circumstances referred to above, we are of the opinion that the benefit of revision

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of wage structure should be granted to the workers employed at depots in Bihar, Orissa, Assam, U.P. and Delhi regions with effect from January 1, 1974.

20. In the result the writ petition is allowed and the respondent Corporation is directed to revise the wage structure of the departmentalised labour employed at depots in Bihar, Orissa, Assam, U. P. and Delhi regions and bring their wages at the same level as the wages of departmentalised labour employed at Calcutta Port and Calcutta city godowns and depots of the respondent Corporation in the State of West Bengal. This revision of wages should be made with effect from January 1, 1974 in a way that there is corresponding revision in the wages of the departmentalised labour employed at the depots in Bihar, Orissa, Assam, U. P. and Delhi regions as and when there was revision in the wages of the departmentalised labour employed at Calcutta Port and Calcutta city godowns and depots of the respondent Corporations in the State of West Bengal. The revision in wages in pursuance of these directions should be completed by September 30, 1990 so that the workers are paid the revised wages with effect from October 1, 1990. The computation of the amount found payable to the workers employed at the depots in Bihar, Orissa, Assam, U. P. and Delhi regions by way of arrears for the periods from January 1, 1974 to September 30, 1990 on account of revision of the wages in pursuance of these direction should be completed by November 30, 1990 and after adjusting the amount that has been paid to these workers in pursuance of the interim order passed by this Court on March 15, 1984 and the settlement dated May 30, 1989, the balance amount of such arrears should be paid to the workers in two equal instalments payable on December 31, 1990 and June 30, 1991.

21. As regards the future, the respondent Corporation is directed that the wages of the departmentalised labour employed at the depots in Bihar, Orissa, Assam, U. P. and Delhi regions should be revised with the wages of the labour employed at Calcutta port, Calcutta city godowns and depots in the State of West Bengal and when wages of such workers are revised.

22. There will be no order as to costs.

## FOOD CORPORATION OF INDIA

No. IR(L)/4(2)/93-Vol.II

Dated: 16-5-1995

The Zonal Manager (North)

Food Corporation of India

Zonal Office

New Delhi

**Sub:- Bipartite settlement signed on 5-4-95 between FCI Management and the representatives of FCI Workers Union regarding extension of benefits to the workers working under Direct Payment (No work No Pay) System in 73 depots of Punjab Region.**

Sir,

As you are aware, the Direct Payment System on Productivity Linked Piece Rate basis ("No Work no Pay") through a 3-member committee nominated by the FCI workers Union was introduced in 73 depots of Punjab Region in terms of the MOU signed on 12-7-93 between the FCI management at Headquarters and the representatives of FCI workers union. The system was initially agreed to continue upto 31-12-1993 which was further extended upto 31-12-1994 in agreement with FCI workers union. In the mean time, the piece rate for the basic operation of "unloading food grain bags from wagons/trucks or any other transport vehicle and directly loading on truck other transport vehicle and directly loading on truck or any transport vehicle/into wagon" as mentioned in the relevant service Clause of the Model Tender Form was agreed to be revised to Rs. 115/- (Rupees one hundred and fifteen only) per 100 bags w.e.f. 1st September 1994. It was further agreed that the question of review of status of the workers of these 73 depots of Punjab will be decided after 31.12.94. Accordingly, the matter was discussed between the FCI management and the representatives of FCI workers Union and after protracted discussions, a bipartite settlement under Section 18(1) of I.D. Act, 1947 and Rule 58 of Industrial Disputes (Central) Rules, 1957 was signed on 5.4.95. A copy of this settlement is enclosed for ready reference. Various benefits as agreed to in this bipartite settlement may be extended to the said workers of 73 depots of Punjab Region w.e.f. 1.1.1995 as under:-

### **1. PAYMENT OF MINIMUM GUARANTEED DAILY WAGES:-**

The handling gangs are paid for the actual quantum of work done on the basis of prevalent ASORs. In case the earnings of a Handling Labour of the gang worked out on ASOR is less than Rs. 63/- per day due to non-availability of sufficient work in the depot, then each handling Labour of the said gang shall be paid a minimum guaranteed daily wage of Rs. 63/- for that day. But if the earnings so arrived at are more than the minimum guaranteed daily wage of Rs. 63/- per day, respective gangs, if they exist, shall also be paid similarly for the same minimum guaranteed daily wage of Rs. 63/- per day. However, the Ancillary Labourers who are not eligible for the piece rates on the basis of ASORs and quantum of work done, shall be paid a minimum guaranteed daily wage of Rs. 53/- only. These minimum guaranteed daily wages of Rs. 63/- to Handling Labour, Mandal and Sardars and Rs. 53/- to Ancillary Labour will be payable even on these days the workers report for work at the depot but cannot be provided any work. However the workers will have to be available in the depot for the entire duration of normal working time of the depot.

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The monthly wages will be calculated for the actual number of days in a month at the aforesaid rates of Minimum Guaranteed Daily wages of the respective category of workers.

2. In case a handling worker/Mondal/Sardar is employed on the day of his weekly off, he will be paid one extra wage at the rate of minimum guaranteed daily wage or actual wages for the work done on the basis of ASORs on such days - whichever is higher - in addition to normal wage which shall be equal to minimum guaranteed daily wage at the above rates for such weekly off, provided the worker has worked on all the working days preceding the day of weekly-off. In case an Ancillary Worker is employed on the day of his weekly off, he will be paid one extra wage equal to the above minimum guaranteed daily wage of Rs. 53/- for work done on such weekly off day in addition to the normal minimum guaranteed daily wage for such weekly off, provided he has worked on all the working days preceding the day of weekly off.

3. Only those workers who had been paid wages for 9 months during the last 12 months before April, 1995 will be allowed to continue under the prevalent Direct payment System on Productivity Linked Piece Rate basis on 'No work No pay' through 3-Member Committee in the said 73 depots of Punjab and only they will be entitled to get the minimum guaranteed daily wages as above.

#### **4. HOLIDAYS**

The workers under 'No work No pay' through 3 Member committee in the said 73 depots of Punjab will be given 6 holidays including 3 National Holidays in a year. The three holidays other than 3 national Holidays shall be finalised/stipulated by SRM, Punjab.

#### **5. PRODUCTIVITY LINKED INCENTIVE (PLI):**

The workers of said 73 depots of Punjab will be paid Productivity Linked Incentive (PLI) after 1.1.95 if and when decided by the Management for departmental workers.

#### **6. GRATUITY:**

The workers of said 73 depots of Punjab will be paid gratuity as per Payment of Gratuity Act for the service rendered with FCI under this system i.e. Productivity Linked Piece Rate on 'No work No Pay'. The length of service for the purpose of gratuity shall be counted from the date of joining on or after 12.7.93 under Productivity Linked Piece Rate (No work No pay) System.

#### **7. CPF:**

The workers under Productivity Linked Piece rate on 'No work no pay' system will bear their own share of contribution to CPF at the prevalent rate of 10% and Corporation will bear only 10% share of the employer w.e.f. 1.1.95 (as against entire 20% agreed to earlier).

#### **8. EMPLOYMENT OF NEXT KIN ON COMPASSIONATE GROUNDS:-**

It is needless to mention that no worker shall be changed or substituted either by FCI or by the FCI workers union in the said 73 depots of Punjab Region. In case of death of a worker in harness, his next kin may be allowed employment on compassionate grounds through 3 member committee under same Productivity Linked Piece Rate (No work No Pay) System subject to usual conditions applicable for such compassionate appointments. It may be noted that such compassionate employment will be allowed only in the category of Handling Labour. The decision of FCI's authorized officer for testing the physical fitness of the dependant for employment as Handling Labour shall be final.

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It is reiterated that the above benefits are applicable to the workers concerned in 73 depots of Punjab Region covered by MOU dated 12.7.93 on Productivity Linked Piece Rate (No work no pay) basis only and w.e.f. 1.1.1995.

This arrangement will remain in force for a period of 2 years w.e.f. 1.1.95.

Since the FCI workers union has also agreed to cooperate with the Management to reduce the damurrage charges and increases the productivity of the workers, it is requested that the progress in this regard may be monitored at Zonal Office periodically and be sent to Headquarters accordingly.

Yours faithfully

(P.M. Khedkar)

Manager (IR-Labour)

### **COPY TO:**

1. The Sr. Regional Manager, Food Corporation of India, Regional Office (Punjab), Chandigarh... alongwith bipartite settlement, dated 5.4.95
2. The Manager (CPF), FCI, Headquarters, New Delhi.
3. The Manager (A/Cs), FCI, Hqrs., New Delhi
4. File No. IR(L)/8(6)/93-Vol. II.....for further follow up action.
5. PS to Executive Director (Genl/IA&PV), FCI, Hqrs.
6. The General Secretary, FCI workers Union, 7901, Ram Nagar, Nai Basti, Pahar Ganj, New Delhi.

## FOOD CORPORATION OF INDIA

### **BIPARTITE SETTLEMENT UNDER SECTION 18(1) OF INDUSTRIAL DISPUTES ACT, 1947 AND RULE 58 OF INDUSTRIAL DISPUTES (CENTRAL RULES), 1957 BETWEEN FCI MANAGEMENT AND FCI WORKERS UNION.**

<b>Representing Employer</b>	Shri V.K. Bhise, Executive Director (General)
	Shri P.M. Khedkar, Manager (IR-L)
<b>Representing Workmen</b>	Shri H.P. Singh, General Secretary FCI Workers Union
	Shri Jarnail Singh, Vice president, FCI workers union

#### **SHORT RECITAL OF THE CASE**

Direct Payment System on productivity linked piece rate basis 'no work no pay' through a 3 member committee nominated by the FCI workers union was introduced in 73 depots of Punjab region in terms of MOU dated 12.7.93. It was then agreed that the above system will continue upto 31st December, 1993 which was further extended upto 31.12.1994 in terms of MOU dated 7.4.1994. In the meantime, the FCI management agreed to revise the piece rate to Rs. 115/- per 100 bags w.e.f. 1st September, 1991 for basic operation as detailed in the MOS agreed 1.11.1994. It was further agreed that the question of review of status of the workers of these 73 depots will be decided after 31.12.1994.

The matter was further discussed with FCI Workers' Union. After Protracted discussion, it is mutually agreed as follows:

#### **TERMS OF SETTLEMENT**

- a) It was agreed to make payment of Minimum Guaranteed wages of Rs. 53/- per day to Ancillary Labour and Rs. 63/- per day for Handling Labour including Mandals and Sardars. This will be payable even on those days when Corporation cannot provide any work.
- b) The monthly wages will be calculated at the aforesaid rates for the actual number of days in a month.
- c) In case a worker is employed on the day of his weekly-off, he will be paid one extra wage, or wages for work done on such day whichever is higher in addition to normal wage for such weekly off, provided he has worked on all the working days preceding the day of weekly-off.
- d) Only those workers who had been paid wages for 9 months during the last 12 months will be allowed to continue and will be reckoned for M.G. wages.
- e) The workers will be given six holidays including three national holidays in a year.
- f) The workers under 'Productivity Linked Piece Rate' System which prevailed in 73 depots of Punjab by virtue of MOU dated 12.7.1995 will be paid PLI after 1.1.1995 if and when divided by Management for departmental workers.
- g) The workers will be paid gratuity as per Payment of Gratuity Act for the service rendered with FCI under this system.

## FOOD CORPORATION OF INDIA

- h) It has been agreed that the workers under 'Productivity Linked Piece Rate' System will bear their own share of contribution to CPF at the prevalent rate of 10% and Corporation will bear only 10% share of the Employer as against entire 20% agreed to earlier. In case of death of a worker, his next kin may be given employment on compassionate grounds in productivity linked piece rate ('no work no pay') System subject to usual conditions. However, such compassionate employment will be given only in the category of 'Handling Labour'.

### GENERAL

The above benefits are applicable to the workers working in 73 depots of Punjab Region covered by MOU dated 12.7.1993 on Productivity Linked Piece Rate (No work No pay) basis w.e.f. 1.1.1995.

This settlement shall remain in force for a period of two years w.e.f. 1.1.1995.

Since the various systems of employment of labour in FCI depots in Punjab are the subject matter of review by Govt. of India the corporation reserves the right to abide by whatever decision the Govt. may ultimately take as a result of the review.

The union also agreed to cooperate with the Management to reduce the demurrage charges and increase the productivity of the workers to enable the Corporation to achieve its objective.

Signed at New Delhi on this the Fifth day of April, 1995

### SIGNATURES OF THE PARTIES

Representing FCI	Representing Union
(V.K. Bhise)	(H.P. Singh)
(P.M. Khedkar)	(Jarnail Singh)
Witness	Witness
(P.K. Saxena, Dy. Manager (IR-L	Shivdani

### COPY TO:

1. Asstt. Labour Commissioner (Central), N. Delhi.
2. Regional Labour Commissioner (Central), N. Delhi
3. Chief Labour Commissioner (Central), N. Delhi
4. The Secretary to the Govt. of India, Ministry of Labour, New Delhi

## FOOD CORPORATION OF INDIA

### MINUTES OF THE MEETING HELD WITH FCI WORKERS UNION FOR FINALISATION OF PROPOSALS ON THE SUBJECT OF ADJUSTMENT OF WORKERS OF CLOSED DAL MILL (TALKATORA DEPOT) FOR RECOMMENDING TO HQR IN THE CHAMBER OF ZONAL MANAGER ON 24.5.95. THE FOLLOWING WERE PRESENT:

MANAGEMENT SIDE	UNION SIDE
<b>S/Shri</b>	<b>S/Shri</b>
1. P.Ram, Z.M.	1. G.S. Jena
2. D.P. Chopra, DZM	2. H.P. Singh
3. N.K. Verma, M (Legal)	3. Mohd. Sakil
4. M.P.S. Bhatia (M (Fin.))	4. N.C. Parida
5. H.L. Prasad, SRM, UP	
6. Nazir Ahmed, JM (Movt)	
7. Anil Kapoor, DM (IR)	

This discussions were held on the basis of the instructions contained in Hqrs D.O. letter No. IR(L)/4(24)/94 dated 10.9.93 and 19.9.94 on the proposals contained in SRM, UPD.O. letter No. F6D(71)/81-85/vol. I dt. 23.1.95. During the course of discussions, it was agreed that following recommendation may be sent to Hqr for consideration & approval.

1. 69 workers on roll of closed Dal Mill in Talkatora depot will be brought under the departmentalised system w.e.f. 1.1.94. Out of those workers, 42 will be inducted as handling labourers (3 gangs) and remaining 27 workers will be adjusted as Ancillary labour. The list of workers for induction as A/Labour and Handling labours will be furnished by the Union.

2. No arrears for the period upto 31.12.93 would be payable instead on time lump sum payment of Rs. 25,000/- to each worker will be made in lieu of the arrear in full and final settlement of all the claims and demands made by the FCI workers union including the relief granted under CGIT, Kanpur award dt. 18.3.86 and 18.5.87 (5 of 1983 and 37 of 1986) after the disposal of the writ petition in terms of the settlement and dismissal of all the cases filed by labours or union before the Labour Court or Authority under the payment of Wages Act as provided therein. This payment will also be made to those 17 workers who are not covered in the aforementioned awards.

3. FCI Management and FCI Workers Union would jointly file a copy of memorandum of settlement before the High Court, Allahabad in respect of Writ Petitions filed by FCI or by FCI workers union which are currently pending before the High Court, Allahabad to get the same disposed off in terms of this settlement.

4. The cases filed either by labourers or union before the labour court and authorities under payment of wages act shall stand dismissed. The amount deposited by FCI towards the adjudicated amount either in court or with any other authority shall be withdrawn by the FCI in terms of this

## FOOD CORPORATION OF INDIA

settlement. The FCI management and the labours as well as the union shall move application to this effect before the concerned Court/authority.

5. The pay of the workers of closed Dal Mill (69 workers) would notionally be fixed from 1.1.88 and the resultant pay as on 1.1.94 would be allowed and no payment of arrears of this account will be admissible.

For the purpose of payment of gratuity on superannuation the services of the workers of closed Dal Mill shall be reckoned from the initial date on which such workers were engaged irrespective of the fact whether they are covered by the award or not.

6. Any other benefits like CPF etc., will be decided by the Hqr. keeping in consideration the decision taken in other cases.

7. The provision of the Memorandum of Settlement arrived at between the Management of FCI and the FCI Workers Union on 1.11.94 relating to the payment of additional lumpsum amount to the (DPS Workers covered in award of the NIT Bombay) supposed to retire between 1.1.88 and 31.12.96 on superannuation and provision of the said settlement concerning with appointment of dependant of the physically incapacitated workers will be followed in respect of these workers.

8. The instructions/clarifications given by the Hqrs in regard to the payment of one time lumpsum amount and additional lumpsum amount shall be adopted in these cases also.

The above line of action is subject to the approval of FCI, Hqr.

(P.RAM)	D.P. CHOPRA)	(G.S. JENA)
(N.K. VERMA)	(MPS BHATIA)	(H.P. SINGH)
(H.L. PRASAD)	(NAZIR AHMED)	(MOHD. SHAKEEL)
(ANIL KAPOOR)		(N.C. PARIDA)

## FOOD CORPORATION OF INDIA

### MEMORANDUM OF SETTLEMENT ARRIVED AT BETWEEN THE MANAGEMENT OF FCI THROUGH ITS ZM(N) AND FCI WORKERS UNION THROUGH ITS GENERAL SECRETARY ON 28.6.95

The following were present:-

<b>FCI Management</b>	<b>Representatives of Workers Union</b>
1. Zonal Manager (N)	1. General Secretary
2. Dy. Zonal Manager (N)	2. Organising Secretary
3. Sr. Regional Manager, UP alongwith his DM (IR)	3. Vice President
4. Joint Manager (IR), Z.O.	
5. Joint Manager (F&A), Z.O.	
6. Deputy Manager (IR)	

The representatives of FCI Management and FCI Workers Union hold extensive discussions on the points raised by FCI Workers Union in their charter of demand dt. 29.5.95 in respect of UP Region of FCI on the basis of which the position was reviewed in respect of induction of workers in five notified depots i.e. Sitapur, Lakhimpur Kheri, Pilibhit, Hardoi and Mirzapur and other points viz. adjustment of Dal Mill Workers and induction of workers in Kosikalan depot, in pursuance of Hqrs D.O. letter No. IR-L/4(\*8)/93 dated 14.6.95 and 27.6.95 and letters bearing No. IR(L)/4(24)/93-Vol. II dated 15.6.95.

The following demands were considered and agreed to mutually:-

1(A) Induction of eligible labour and assessment of strength required in the five notified depots viz. Mirzapur, Lahimpur Kheri, Sitapur, Hardoi and Pilibhit and absorption of workers to be extend needed.

The strength of 400 workers of all categories in departmental and piece-rate system was fixed on the need base principle. However, it was mutually agreed that the assessment of Mirzapur depot will be done separately taking into consideration legal constratints and other issues involved. The strength of these four notified depots viz. Lakhimpur Kheri, Sitapur, Hardoi and Pilibhit has been fixed as per bifurcation given below:

i) Departmental system owned depots and Rail heads	228
ii) PRS (B. Category) hired depots	<u>172</u>
	<b>400</b>

The eligible workers within the fixed strength of 400 in these four notified depots will be engaged in departmental and piece rate systems w.e.f. 1.6.95. The remaining surplus 176 eligible labourers beyond the strength assessed for owned and hired godowns will be brought under the piece rate (B. Category) system w.e.f. 1.6.95. The surplus labour as above will be transferred to piece rate (B Category) depots within the Region and in other Regions of North Zone where there are shortages.

B. 400+176(576) workers will be paid lumpsum amount of Rs. 15,000/- each towards the arrears of past period in full and final settlement of their claims out of which advances already released from time to time will be adjusted.

## FOOD CORPORATION OF INDIA

C. The process of induction of eligible workers in the each category will be completed urgently and the concerned Court will be informed, if required, under the legal compulsions. Union agreed to withdraw all Court cases concerning the induction of workers in the aforesaid notified depots pending before various forums. However, this settlement would be subject to the final decision of writ petitions No. 3534/91 and 1168/93 pending in High Court of Allahabad (Lucknow Bench).

2. Upgradation of mate system to DPS at Kosikalan depot as per memorandum of settlement arrived at between the Management of FCI, HQ and FCI Workers Union on 1.11.94

In pursuance of Hqrs suggestion contained in fax No. IR(L)/6(16)89/Vol. II dated 14.6.95 the matter was discussed with the representative of the Union with the object to open Kosikalan depot and start operations, it was agreed as under:

- i) The strength of labourers under the mate system in this depot would be 250 inclusive of 210 handling labours, Sardar and Mandal as agreed to by the Union and R.O. UP through a bipartite settlement signed on 16.5.94 and 40 ancillary labourers assessed after taking the capacity of godown @ 4 Ancillary labour for 5,000 MTs capacity.
- ii) The identification of 250 labourers will be done by SRM, UP out of the list of 318 workers furnished by FCI Workers Union after checking up the EPF and other relevant records available in D.M. Office, Agra.
- iii) DPS system in this depot will be introduced from prospective date i.e. 1.7.95.
- iv) If in future workload of Kosikalan depot increases additional number of workers will be inducted out of the pending list of 318 workers submitted by the FCI Workers Union.

3. Adjustment of Dal Mill Workers.

It was agreed that 69 workers of closed dal Mill, Lucknow will be inducted as per the minutes of meeting signed by the Union with Z.M. on 24.5.95 subject to the condition that undertaking will be given by the each worker that they will abide by the settlement signed by the FCI Workers Union with the ZM (N).

Union agreed to restore the normalcy in FCI operation all over the U.P.

<b>On behalf of Management</b>	<b>On behalf of FCI W Union</b>
1. (P. Ram) Zonal Manager (N)	1. (H.P. Singh), General Secretary
2. (D.P. Chopra) Dy. Zonal Manager	2. (M.C. Parida) Vice President
3. (H.L. Prasad) Sr. Regional Manager (UP)	3. (Shivdani Prasad) Organising Secretary
4. (Nazir Ahmed) Jt. Manager (IR)	
5. (R.D. Yadvendu) Jt. Manager (Legal)	
6. (R.N. Mathur) Jt. Manager (F&A)	
7. (Anil Kapoor) Dy. Manager (IR) I/C	
<b>Witnesses</b>	
1. Jagdish (Gulia) AGI(M)	
2. (L.N. Sethi) AGI (M)	

## FOOD CORPORATION OF INDIA

**No. IR(L)/4(2)/93-Vol. II**

**Dated 14th July, 95**

To,

1. The Zonal Managers,  
Food Corporation of India  
Zonal Office (North/East),  
New Delhi/Calcutta
2. The Sr. Regional Manager,  
Food Corporation of India,  
Regional Office,  
Lucknow/Jaipur/Patna

**Subject:-** Bipartite Settlement signed on 4.7.95 between FCI Management and the representatives of FCI Workers Union regarding abolition of contract labour system by introduction of "Productivity Linked Piece Rate" system on 'No work no pay' basis in 14 depots of UP, Rajasthan and Bihar.

Sir,

In pursuance of the approval received from the Ministry of Food for abolition of contract labour for handling of stocks and introduction of Productivity Linked Piece Rate system on 'No work No pay' principle in the 14 depots. The matter was discussed on 4.7.95 between the FCI Management and the representatives of FCI Workers Union and after protracted discussions a bipartite settlement under Section 18(1) of I.D. Act, 1947 and Rule 58 of Industrial Dispute (Central Rules), 1957 was signed on 4.7.95. A copy of the settlement is enclosed for ready reference.

The terms of the settlement are given as under:-

1. The FCI Management will introduce 'Productivity linked piece rate' system on 'No work no pay' basis in 14 depots as under:-

<b>S.No.</b>	<b>Name of Depot</b>	<b>Name of Region</b>
1.	Chanderiya (owned)	Rajasthan
2.	Bikaner (Owned)	-do-
3.	Pokharan (Owned)	-do-
4.	Faizabad (Owned)	Uttar Pradesh
5.	Bazpur (Owned)	-do-
6.	Pilkhani (CWC)	-do-
7.	Bamanheri (CWC)	-do-
8.	Chakia	Bihar
9.	FSD Quarsi (Aligarh)	Uttar Pradesh
10.	Kashipur (CWC)	-do-
11.	Jaspur (CWC)	-do-
12.	Gadarpur (CWC)	-do-
13.	Khurja (FCI Owned)	-do-
14.	Loni (CWC)	-do-

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2. The terms and conditions for operation of these depots shall be as follows:-
- a) The Corporation will resort to direct payment on 'no work no pay' basis through a committee consisting of three labour representatives nominated by the FCI workers' Union from among the workers of the concerned depot who will be inducted under this system based on the criteria given at (i) below. The said committee of 3 labourers will receive the payment from FCI for disbursement amongst the concerned workers based on the work done by them.
  - b) The all inclusive piece rate for the purpose of payment would be at the present contract rate wherever such contract is existing or at the last contract rate where the contract has expired. In case of ancillary/casual workers, they would be paid at the statutory minimum wages of that area.
  - c) Above rate will be in force for a period of the presently existing contract. Thereafter, the piece rate will be revised proportionate to the percentage increase in the All India Consumer Price Index for Industrial Workers (base 1982-100) as published by Govt. of India, Ministry of Labour, Labour Bureau, Simla, on the date of revision over the Consumer Price Index prevailing at the commencement of the original contract.
  - d) The names of the workers as in muster roll will be maintained by the Committee consisting of three representatives of the Union and one copy of the acquaintance roll will be given to the local FCI Officers, after disbursing wages.
  - e) The matters regarding detailing of labour for various operations and their rotation will be the responsibility of the Committee.
  - f) The committee will submit the bills duly supported by work done slips issued by Depot Incharge on a calendar month basis for the work done including for engagement of casual (ancillary) to worker. Amount so claimed will be scrutinised and admissible amount sanctioned. 10% of the amount so passed will be recovered towards employees' subscription towards EPF and the committee should furnish schedule of such recoveries from the workers indicating both employees' as well as employers contribution towards EPF. Based on the statement, FCI would contribute 10% of the amount towards employer's share and arrange to deposit the entire 20% of the amount to the Provident Fund Authorities. Administrative charges payable to RPFC will be borne by FCI. The balance amount paid to the committee will be released to each worker in the presence of FCI officials nominated for the purpose.
  - g) The corporation shall release the ex-gratia payment in lieu of bonus payable under the Payment of Bonus Act on the basis of the bill submitted by the Committee.
  - h) The corporation shall also bear the liability if any due, under the workmen's Compensation Act including First-Aid and medical expenses in the event of accident, injuries to the worker while on duty.
  - i) Only those workers who had been paid wages for at least 9 months during the last 12 months or the 12 months preceding cessation of operations in the concerned depot will be considered for employment in the same depot under 'no work no pay' system agreed to be introduced by this settlement in 14 depots.

## FOOD CORPORATION OF INDIA

- j) The FCI workers' Union will immediately submit their list of workers available in the depot and the list of casual labour (ancillary workers) to the District Manager. A committee consisting of concerned District Manager, Depot Incharge and on representative of the union shall identify the labourers by verification of records, document etc.

The FCI workers union also agreed that they will not force closure of any depot of the Corporation or where the Corporations storesits stocks, in future, in order to agitate for abolition of contract labour system.

The above arrangement will remain in force for a period of two years w.e.f. 1st July, 1995.

The FCI workers Union has also assured the Management that all the closed depots in U.P. will be re-opened immediately. Confirmation for opening of the depots by the Union may be sent immediately to Headquarters.

Necessary action may kindly be taken immediately to introduce Productivity Linked Piece Rate System on 'No work no pay' basis in the above 14 depots and the handling operations may be commenced immediately.

Yours Faithfully,  
(P.M. Khedkar)  
Manager (IR-L)

Encl: As above

**COPY TO:**

1. Shri H.P. Singh, General Secretary, FCIWU, Ram nagar, Nai Basti, Paharganj, New Delhi.
2. File No. IR(L)/8(4)/93
3. Guard File.

## FOOD CORPORATION OF INDIA

**No. IR(L)/4(2)/93-Vol.III**

**Dated: 9-08-1995**

1. The Zonal Manager (North)  
Food Corporation of India  
Zonal Office, New Delhi
2. The Sr. Regional Manager  
Food Corporation of India  
Regional Office

Sir,

A Bipartite settlement has been signed between FCI Management and FCI Workers Union on 4.7.95 on abolition of contract system in 14 depots. A copy of the above Settlement is enclosed. It has been decided vide para 4 of the above Settlement that FCI Workers Union agrees that:-

- (a) they will not force closure of any depot of the Corporation or where the Corporation stores its stocks, in future, in order to agitate for abolition of contract labour system; and
- (b) the matter of appointment of Committee by Ministry of Labour to go into the question of workload for abolition of contract labour in FCI depots on the whole and recommending norms for the same shall be referred to the Central Advisory Contract Labour Board.

In view of the aforesaid clause in the Agreement, no depot of the FCI under your jurisdiction should be closed down by the FCIWU. In the event of any threat of closure the agreement signed with Union may be brought to the notice of local leaders. If any depot is actually closed on the pretext of abolition of contract labour system, the same may be reported to us immediately as closure of such depot will violate the agreement signed by the FCIWU, with the Management. In such an eventuality we may consider lodging complaint with concerned authorities for breach of agreement.

(P.K. Saxena)

Dy. Manager (IR-L)

For Manager (IR-L)

## FOOD CORPORATION OF INDIA

### **BIPARTITE SETTLEMENT UNDER SECTION 18(1) OF INDUSTRIAL DISPUTES ACT, 1947 AND RULE 58 OF INDUSTRIAL DISPUTES (CENTRAL RULES), 1957 BETWEEN FCI MANAGEMENT AND FCI WORKING UNION.**

<b>Representing Employer</b>	Shri V.K. Bhise, Executive Director (General)
	Shri R. Krishnaswamy, Addl. Financial Adviser
	Shri P.M. Khedkar Manager (IR-L)
<b>Representing Workmen</b>	Shri H.P. Singh, General Secretary, FCI Workers' Union

#### **SHORT RECITAL OF THE CASE**

FCI Workers' Union gave a notice No. FCIWU-5/1/113/95/362 dated 30.5.95 raising certain demands including abolition of contract system in some of the depots of the Corporation. In support of their demand, on the directions of union, some of the depots in U.P. and other parts of the country became non-functional on the labourers in those godowns struck work. The union had also notified in their notice dated 30.5.95 that if the matters raised by them were not sorted out by 14.6.95, the workers will start dharna/relay hunger strike at FCI's Hqrs. from 14.6.95 for an indefinite period. During discussions when the union was informed that the matter was under consideration of Govt. of India, the union agreed to defer their agitation in the form of dharna/relay hunger strike upto the end of June, 1995.

The matter was further discussed with FCIWU on 13.6.95 and on 3.7.95. After protracted discussions it is mutually agreed to as follows:

#### **TERMS OF SETTLEMENT**

1. The FCI Management will introduce 'productivity linked piece rate' system on 'no work no pay' basis in 14 depots, list of which is enclosed hereto at Annexure-I.
2. The terms and conditions for operation of the depots listed in Annexure-I to this settlement shall be as under:
  - a) The corporation will resort to direct payment on no work no pay basis through a committee consisting of three representatives nominated by the workers' Union from among the workers who will receive the payment;
  - b) The all inclusive piece rate for the purpose of payment would be at present contract rate wherever such contract is existing or at the last contract rate where the contract has expired. In case of ancillary/casual workers, they would be paid at the statutory wages of that area.
  - c) Above rate will be in force for a period of the presently existing contract. Thereafter, the piece rate will be revised proportionate to the percentage increase in the consumer price Index on the date of revision over the consumer Price Index prevailing at the commencement of the Original contract.
  - d) The names of the workers as in muster roll will be maintained by the Committee consisting of three representatives of the Union and one copy of the acquaintance roll after receiving payment will be given to the local FCI Officers.

## FOOD CORPORATION OF INDIA

- e) The matters regarding detailing of labour for various operations and their rotation will be the responsibility of the committee.
- f) The Committee will submit the bills duly supported by work done slips issued by Depot Incharge on a calendar month basis for the work done including engagement of casual (ancillary) workers. Amount so claimed will be scrutinised and admissible amount sanctioned. 10% of the amount so passed will be recovered towards employees' subscription towards EPF and the committee should furnish Schedule of such recoveries from the workers indicating both employees as well as employers subscription/contribution towards EPF. Based on the statement, FCI would contribute 10% of the amount towards employer's share and arrange to deposit the entire 20% of the amount to the Provident Fund Authorities. The balance amount paid to the Committee will be released to each worker in the presence of FCI officials nominated for the purpose.
- g) The Corporation shall release the ex-gratia payment in lieu of bonus payable under the Payment of Bonus Act on the basis of the bill submitted by the Committee.
- h) The Corporation shall also bear the liability if any due, under the Workmen's Compensation Act including First-Aid and medical expenses in the event of accident, injuries to the worker while on duty.
- i) Only those workers who had been paid wages for at least 9 months during the last 12 months or the 12 months preceding cessation of operations in the concerned depot will be considered for employment in the same depot under 'no work no pay' system agreed to be introduced by this settlement in 14 depots.
- j) The FCI Workers Union will immediately submit their list of workers available in the depot and the list of casual labour (ancillary workers) to the District manager. A committee consisting of concerned District Manager, Depot Incharge and one representative of the Union shall identify the labourers by verification of records, documents etc.
- k) This arrangement shall take effect from 1st July, 95 and shall remain inforce for a period of two years.

3. The question of workload for abolition of contract labour in FCI's depots on the whole and recommending norms for the same shall be referred to the Central Advisory Contract Labour Board of the Ministry of Labour.

4. The FCI Workers' Union hereby agrees that (a) they will not force closure of any depot of the Corporation or where the Corporation stores its stocks, in future, in order to agitate for abolition of contract labour system and that (b) the matter of appointment of committee by the Ministry of Labour to go into the question of workload for abolition of contract labour in FCI depots on the whole and recommending norms for the same shall be referred to the Central Advisory Contract Labour Board.

The Union, however, requested that the recommendations of the Central Advisory Board as referred to in para 3 above may be obtained within a reasonable period of time.

5. The Management of the FCI in consideration of the FCI workers' Union agreeing to the terms of settlement enumerated and detailed in this agreement agrees that as and when the Ministry of Labour

## FOOD CORPORATION OF INDIA

gives its decision about the workload norms to be adopted for abolition of contract labour therein, shall in consultation with the union to whom workers of such depots which may qualify for abolition of contract labour owe allegiance, take further steps to abolish contract labour therein in progressive manner.

Signed at New Delhi on this the 4th day of July, 1995.

### SIGNATURES OF THE PARTIES TO BIPARTITE SETTLEMENT BETWEEN FCI MANAGEMENT AND FCIWU DATED 4.7.1995

<b>Representing FCI</b>	<b>Representing Union</b>
(V.K. Bhise) Executive Director (G) 04.07.1995	(H.P. Singh) General Secretary, FCIWU 04.07.1995
(R. Krishnaswamy) Addl. Financial Adviser	
(P.M. Khedkar) Manager (IR-L) 04.07.1995	
<b>Witness</b>	<b>Witness</b>
(P.K. Saxena) Deputy Manager (IR-L)	Shivdani

**Copy to:**

1. Asstt. Labour Commissioner (Central), New Delhi
2. Regional Labour Commissioner (Central), New Delhi
3. Chief Labour Commissioner (Central), New Delhi
4. The Secy. To the GOI, Ministry of Labour, New Delhi

## FOOD CORPORATION OF INDIA

### **ANNEXURE-I TO BIPARTITE SETTLEMENT UNDER SECTION 18(1) OF INDUSTRIAL DISPUTES ACT, 1947 AND RULE 58 OF INDUSTRIAL DISPUTES (CENTRAL RULES), 1957 BETWEEN FCI MANAGEMENT AND FCI WORKERS UNION SIGNED ON 4.7.1995 (REFER TO PARA I OF TERMS OF SETTLEMENT)**

List of Depots where 'No Work No Pay' System is to be introduced

1.	Chanderiya (owned)	Rajasthan
2.	Bikaner (Owned)	-do-
3.	Pokharan (Owned)	-do-
4.	Faizabad (Owned)	Uttar Pradesh
5.	Bazpur (Owned)	-do-
6.	Pilkhani (CWC)	-do-
7.	Bamanheri (CWC)	-do-
8.	Chakia	Bihar
9.	FSD Quarsi (Aligarh)	Uttar Pradesh
10.	Kashipur (CWC)	-do-
11.	Jaspur (CWC)	-do-
12.	Gadarpur (CWC)	-do-
13.	Khurja (FCI Owned)	-do-
14.	Loni (CWC)	-do-

## FOOD CORPORATION OF INDIA

**MINUTES OF MEETING HELD IN THE CHAMBER OF ZONAL MANAGER ON 7.12.95 IN REGARD TO INDUCTION AND PAYMENT OF WAGES TO THE ANCILLARY WORKERS I 73 DEPOTS UNDER TMC SYSTEM IN RESPECT OF PUNJAB REGION. THE FOLLOWING WERE PRESENT:**

<b>From Management Side S/Shri</b>	<b>From Union side S/Shri</b>
P.Ram Z.M.	1. H.P. Singh, Genl. Secy.
D.P. Chopra DZM	2. Jarnail Singh, Vice President
MPS Bhatia M(F&A)	3. Ram Bharose, Org. Secy.
H.L. Prasad(IR-L)	
Sarvesh Kaushal SRM, Pb.	
Nazir Ahmed JM (IR)	
D.K. Dhawan JM (Coord) Punjab	

The matter regarding sanction and induction of Ancillary workers was referred to Hqrs taking into consideration the information and recommendations furnished by SRM, Pb. Vide his D.O. letter No. S&C/2/6/3/93/Cont. dated 28.10.95 with the request to negotiate with the FCI Workers Union as the issue involved required relaxation on the part of the Hqrs. The Hqrs in turn replied to this office vide D.O. letter No. IR(L)/8/(6)/93-vol.III dated 29.11.95 indicating as under:-

"The entire case with information submitted by Zonal Office and Regional Office, Punjab was examined and submitted before the M.D. and after going through the entire matter, the M.D., has directed that Zonal Office (N) be advised to negotiate on this issue keeping in view the recommendations of SRM, Punjab with the FCI workers union and finish the job within a week's time."

As per directions of Managing Director, the meeting was convened to negotiate the issue of inducting ancillary labour as per norms agreed and circulated in the agreement wages @ Rs. 53/- per day from 1.1.95 as per agreement entered as per settlement date 5.4.95, the labour union started raising payment issue. SRM, Punjab informed about the ground reality that as per information received from Field Officers Ancillary labour was never demanded and deployed by labour union. No payment was released and in case of 162 labourers payments were released through three member committee on DC approved rates. The ancillary work was reportedly carried out in Depots by handling labour. Punjab Region was carrying out normal operations. The labour union struck work on 11.10.95 for installation of ancillary labour which was called off with the assurance to settle the issue. A meeting in the zonal office was held on 18.10.95 in the chamber of Zonal Manager(N) when no decision could be taken. Further, details on the proforma devised by the Zonal office was given to field offices and the information was submitted vide D.O. letter from SRM, Punjab dated 28.10.95. It was informed by the I.R. Section Z.O. that in other Regions the capacity other than owned covered has been taken for the purpose of calculation of sanctioned ancillary labour and in some Regions the strength is based on the operational needs and local I.R. exigencies.

In the meeting, labour union informed that hitherto ancillary was paid by them from their own resources till the minimum guarantee wages were allowed and the depot operations are being carried out

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smoothly, SRM, Punjab informed that in absence of any record available it is not possible to identify the labourers at this stage with irrefutable authenticity. However, taking increased labour operations and requirement of as per norms fixed by FCI, Hqr. of ancillary labour for efficient operations in the long run only owned covered capacity has been recommended for the purposes of calculation. The offer made to labour union was out rightly rejected by them on the plea that this will not be possible to operate in depots and is contrary to the settlement for providing four ancillary labourers for each 5,000 MT capacity. The capacity has not been explicitly explained in the settlement. Labour union demanded each covered and open capacity in the Punjab to be taken for calculating the ancillary labour least they would report to agitation and struck the work. They were of very strong view that the situation is totally different in Punjab as compare to the rest of the country. In other parts of the country, FCI operations are carried out primarily in owned capacity of FCI but in Punjab, the owned capacity does not cover even 1/3 of FCI operations in Punjab. Another important point in respect of Punjab is that a large volume of operations are carried out on plinths unlike in other Regions and therefore, there is no reasons why CAP capacity should not be included for the purpose of calculations of ancillary labour strength in a scientific and national manner. The labour union were critical of the generalized Hqr norms being applied to Punjab and finally expressed that Punjab shall have to be treated differently particularly when every other Region has entered into a settlement without any hard and fast norms. Each officer gave his view point and committee tried to negotiate to provide their minimum ancillary, which was not agreed by the labour union. After protracted discussion and taking the critically sensitive operations in Punjab and considering the volume of job the ancillary has to do in the Depot as per sanctioned norm in the long run, it was finally considered to recommend to Headquarters to allow installation of ancillary labour to be calculated on the day of settlement dated 5.4.95. The ancillary labour will be calculated on the capacity with FCI, Punjab as on 1.4.95 where contract system was abolished in 73 depot with three member committee system.

In absence of any records available with the field offices FCI has no alternative but to accept the records being maintained by labour union and seniority for each depot has to be taken and relied upon. However, labour union agreed for not insisting payment of past wages.

The representatives of FCI workers union assured that they would not create any hindrance in the smooth functioning of the working of 73 depots under TMC system as well as in other depots of Punjab region. If any of their worker gone to the court and file litigation against FCI against the settlement made in the past, he would be pursued to withdraw the Court cases and litigation against F.C.I.

A copy of the negotiations/settlement may be sent to Hqrs for information and approval wherever deviation of the existing norms/criteria has been made.

1. (P.Ram) Zonal Manager	1. (H.P. Singh), Genl. Secretary
2. (D.P. Chopra) Dy. Zonal Manager (N)	2. (Jarnail Singh) Vice President
3. (M.P.S. Bhatia) Manager (F&A)	3. (Ram Bharose) Org. Secretary
4. H.L. Prasad, (IR-L), Hqr.	
5. Sarvesh Kaushal, SRM, Punjab	
6. Nazir Ahmed, Jt. Manager (IR)	
7. D.K. Dhawan, Jt. Manager (Coord) Punjab	

## FOOD CORPORATION OF INDIA

### **BIPARTITE SETTLEMENT UNDER SECTION 18(1) OF INDUSTRIAL DISPUTES ACT, 1947 AND RULE 58 OF INDUSTRIAL DISPUTES (CENTRAL RULES), 1957 BETWEEN FCI MANAGEMENT AND FCI WORKERS UNION**

<b>Representing Employer</b>	Shri A.S. Chhabra, Executive Director(S)
	Shri R.Krishnaswamy, A.F.A. (Finance)
	Shri M.D. Saxena, Manager (IR-Labour)
<b>Representing Workmen</b>	Shri H.P. Singh, General Secretary, FCI Workers union
	Shri Jarnail Singh, Vice President, FCI Workers Union
	Shri Mahesh Yadav, Vice President, FCI Workers Union
	Shri Khushi Mohd, Organising Secretary, FCI workers Union

The FCI workers Union had submitted a charter of demands on 16.6.1998 with agitation programme expressing their resentment over undue delay in finalisation of the various demand of the Union. It was agreed between the Management and the union in the presence of Hon'ble Minister of state that the outstanding issues would be discussed with the Union through a committee of officers of the corporation to resolve the various disputes. Accordingly, a committee comprising of ED(S), AFA(Fin.), M(Vig), ZO(W) and M(IR-Labour) as member Secretary was constituted to conduct negotiations with the Union to narrow down the differences between the Management and the union. Consequent to said discussions some issues like release of PLI, Ex-Gratia, Interim Relief etc. could be sorted out but the Union was unhappy over the delay in the process of settlement and hence the discussions were held at the level of Managing Director to expedite the settlement with the Union. However, the Union served a notice of agitational programme alongwith charter of demands on 3.3.1999. Consequently there was a further round of discussions with the Union representatives and the management in the presence of Hon'ble Minister of State on 11.3.1999 and subsequently another round of discussions with the Managing Director on 12th March 1999. During the said discussions the representatives of the Union insisted that management should reach an understanding with the Union atleast in respect of the following three issues in case the union should defer its agitational programme and continue its negotiations for amicable settlement with the union:-

- (i) Introduction of revised incentive scheme w.e.f. 1975.
- (ii) Upgradation of the status of TMC depots in Punjab.
- (iii) Introduction of departmental system in Chakradharpur depot from the date of publication of the award.

2. After protracted discussions the following understanding has been reached between the Management and the FCI workers union on the above mentioned items as given below:-

**(i) REVISION OF PIECE-RATE INCENTIVE SCHEME IN RESPECT OF DEPARTMENTAL WORKERS.**

It was agreed that existing norm of 90 bags per day per worker for determining the labour strength etc. would continue while considering the demand for revision of datum for the purposes of the incentive piece-rate scheme in respect of departmental workers. Accordingly a mutually agreed incentive scheme placed at Annexure-A will be implemented w.e.f. 1.4.1998. With regard to the demand of the Union for

## FOOD CORPORATION OF INDIA

lumpsum grant in lieu of incentive payment on the ground that the scheme was liable to be implemented from the year 1975, it was agreed that both the management and the Union would abide by the final decision in the pending litigation.

**(ii) CONVERSION OF PRESENT THREE MEMBER COMMITTEE SYSTEM FUNCTIONING IN PUNJAB REGION AS DIRECT PAYMENT SYSTEM.**

As per the understanding reached with the Union the schedule of rates and the minimum guaranteed Daily wages of the TMC workers are due for revision w.e.f. 1.1.1997 and it was mutually agreed that the revision would be made effective from 1.1.1997 as per the formula mentioned in the said understanding. It was further agreed that the workers under TMC system in Punjab Region would be brought under the Direct Payment System w.e.f. 1.1.1999 and consequently they would be allowed the wages, schedule of rates and fringe benefits as applicable to the DPS workers from time to time w.e.f. 1.1.1999 subject to the stipulation that wherever the existing Schedule Of Rates or wages are higher than prevalent to DPS workers they would continue to be paid. It was also agreed that necessary formalities to bring in an end to the dispute as regards the notices served by the management and the consequential litigation would also be worked out.

**(iii) UPGRADATION OF 'B' CATEGORY OF CHAKRADHARPUR DEPOT AS DEPARTMENTAL LABOUR.**

It was agreed that the earlier decision of the Management to introduce departmental system to the existing 'B' category workers w.e.f. 1.6.1997 would be immediately implemented with pay-scales and allowances allowed w.e.f. 01.06.1997 was applicable to the departmental labour of Bihar Region. It was further agreed that further negotiations would be conducted with the Union for 'out of court' settlement on the court case filed by FCI as regards the regularization of the intervening period between the date of publication of award and the date of departmentalization.

It was further mutually agreed that the Management and the Union would sort out other remaining items in the charter of demands in amicable way through further negotiations to be conducted in the first week of April, 1999.

Signed at New Delhi on this 13th day of March, 1999.

### SIGNATURES OF THE PARTIES

Representing FCI	Representing Union
A.S. Chhabra Executive Director(s) 13.03.1999	H.P. Singh General Secretary 13.03.1999
R.Krishnaswamy, Addl. F.A. (Finance)	Jarnail Singh Vice President
M.D. Saxena Manager (IR-Labour) 13.03.1999	Mahesh Yadav Vice President
Witness:-	
(Anil Kapoor) Chief Labour Inspector	Khushi Mohd. Organising Secretary

**Copy to:-**

1. The Secretary to the Govt. of India, Ministry of Labour, New Delhi
2. The Chief Labour Commissioner (Central), New Delhi
3. The Asstt. Labour Commissioner (Central), New Delhi
4. The Regional Labour Commissioner (Central), New Delhi

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## ANNEXURE-'A'

### INCENTIVE SCHEME

I.	Handling Norm:	Bags below 66 kg.	Bags above 66 kg.
i)	Unloading from truck and stacking inside godown	105	70
ii)	Unloading from wagon and stacking inside godown	90	60
iii)	unloading from wagon and dumping on platform	134	90
iv)	Stacking inside godown removing the bags dumped.	140	90
v)	Destacking in godown and loading into trucks	110	70
vi)	Destacking into godowns and loading into wagons	94	60
vii)	unloading from wagons and loading into trucks	87	60
viii)	Standardisation/rebagging/filling bags with loose grain including weighment	42	35
ix)	Salvaging of damaged foodgrains including weighment	30	20
x)	breaking stack and restacking	140	90
xi)	weighment	82	60

#### **ABOVE NORM (ABOVE 66 KG.)**

First 20 bags : Full wages + 8% extra of full wages.  
 Next 20 bags : Full wages + 15% extra of full wages.  
 Next 20 bags : Full wages + 35% extra of full wages.  
 Beyond 60 bags : Full wages + 50% extra of full wages.

#### **ABOVE NORM (BELOW 66 KG.)**

First 30 bags : Full wages + 8% extra of full wages.  
 Next 30 bags : Full wages + 15% extra of full wages.  
 Next 30 bags : Full wages + 35% extra of full wages.  
 Beyond 90 bags : Full wages + 50% extra of full wages.

#### **II. HEIGHT NORM 8 HIGH (ABOVE NORM) (ABOVE 66 KGS.)**

9 to 10 High : 10% of full wages  
 11 to 12 High : 25% of full wages (Full wages means Pay +DA+HRA)  
 13 to 14 High : 30% of full wages  
 15 to 16 High : 40% of full wages  
 17 and above high : 50% of full wages

#### **HEIGHT NORM (BELOW 66 KGS.) 10 HIGH**

11 to 12 High : 10% of full wages  
 13 to 14 High : 25% of full wages (Full wages means PAY + DA + HRA)

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15 to 16 High	:	30% of full wages
17 to 18 High	:	40% of full wages
19 and above High	:	50% of full wages

### **III. LEAD : (NORM 66 FT.)**

#### **ABOVE NORM**

67 to 99 ft.	:	15% of full wages
100 to 132 ft.	:	30% of full wages
133 to 165 ft.	:	50% of full wages
Above 165 ft.	:	100% of full wages

### **IV. GENERAL**

- i) The other terms and conditions of the existing scheme will remain unchanged.
- ii) This scheme will be made effective from 1.4.98. This will be applicable to all the regular departmental workers and will remain in force till further order.
- iii) No adhoc relief @ 45% on the incentive earnings at the above rates will be allowed in the revised incentive scheme. Calculation of the incentive wages should be made strictly as per the existing formula.
- iv) Daily full wages means - Pay+DA+HRA per worker per bag shall be calculated by dividing the wages of the worker by 70 bags instead of 90 bags as done now and it would be applied for all operations.
- v) Stack No. and layout to be indicated in the work slip.
- vi) If norm in handling is not achieved for want of workload, incentive on lead and height would be paid without any equation formula for shortfall in handling quantum.
- vii) Adhoc norm of handling gunny bales, silo operation as in vogue in terms of Hqtrs. Letter No. IR(L)/4(19)/93 dated 13.10.95 or as in vogue as per practice in the field offices shall continue till the regular norms of above operation and other misc. operations settled in consultation with the union.
- viii) The dumping of stacks i.e. operation No. (iii) Should be allowed only to ensure that there is no demurrage on wagon and stack so dumped should be stacked or issued out on the next day but no dumped stacks should be kept for more than 3-4 days.
- ix) During overtime hourly incentive to handling workers will be payable after completion of his handling norm. For example, worker is required to unload and stack 70 bags during his 6 ½ working hours that is to say his performance per hour should be 10.9 bags (say 11 bags) if a worker works on OTA for 3 hours his incentive will be payable after handling 33 bags of foodgrain.
- x) Full wages in above slabs mean wages for actual number of bags in the respective slabs.

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### SETTLEMENT OF WAGE REVISION, RETIREMENT BENEFITS AND CONDITIONS OF SERVICE OF PORT AND DOCK WORKERS AT THE MAJOR PORTS W.E.F. 1-1-1997

No. B.8(15)/99-RLC-PA

MEMORANDUM OF SETTLEMENT DATED 02ND AUGUST, 2000 ARRIVED AT UNDER SECTION 12(3) OF THE INDUSTRIAL DISPUTES ACT, 1947 BEFORE THE REGIONAL LABOUR COMMISSIONER (CENTRAL), MUMBAI, CAMP: NEW DELHI AND DY. CHIEF LABOUR COMMISSIONER (CENTRAL), NEW DELHI IN REPECT OF INDUSTRIAL DISPUTE RAISED BY FIVE FEDERATIONS OPERATING IN MAJOR PORTS AND DOCKS LABOUR BOARDS AT MUMBAI, KOLKATTA, CHENNAI, VISAKHAPATNAM, COCHIN, MORMUGAO, KANDLA, PARADIP, TUTICORIN, NEW MANGALORE, NAVI MUMBAI AND OVER CHARTER OF DEMANDS OF WAGE REVISION, ETC.

#### PRESENT

REPRESENTING MANAGEMENT	REPRESENTING LABOUR
Shri M.P. Pinto, Chairman, Jawaharlal Nehru Port Trust & Bipartite Wage Negotiation Committee	<b>All India Port &amp; Dock Workers Federation (HMS)</b> S.R. Kularni
Shri A.K. Mago, Chairman, Mumbai Port Trust	Shri S.C.C. Anthoni Pillai, General Secretary
Shri H.P. Roy, Chairman, Calcutta Port Trust	Shri Parbati Das, Vice President
Shri P. Baskardoss, Chairman, Chennai Port Trust	Shri B. Mohan Rao, Secretary
Shri S.K. Mahapatra, Chairman, Paradip Port Trust	Shri D.K. Sarma, Organising Secretary
Dr. Jose Paul, Chairman, Mormugao Port Trust	Shri P.M.M. Haneef, Joint Secretary
Jacob Thomas, Chairman, Cochin Port Trust Shri K. P. Byramjee, Federation of Association of Stevedores	<b>All India Port and Dock Workers Federation - Workers (HMS)</b>
Shri Y. Krishna Kumar, Federation of Association of Stevedores	Dr. Shanti Patel, President
Shri A.N.M. Kishore, Managing Director, Indian Ports Association	Shri S.K. Shetye, General Secretary
Shri Cyril George, Deputy Chairman, Kandla Dock Labour Board	<b>Water Transport Workers Federation of India (CITU)</b>
	Dr. M.K. Pandhe, Vice President
	Shri S. Chakraborty, General Secretary
	<b>Indian National Port &amp; Dock Workers Federation (INTUC)</b>
	Shri G. Kalan, General Secretary
	<b>Port, Dock &amp; Waterfront Workers Federation of India (AITUC)</b>
	Shri V.V. Rama Rao, General Secretary
Shri G.R. Majhi, Dy. Chief Labour Commissioner (C), New Delhi	Shri Sivaramkrishnan, Regional Labour Commissioner (C), Mumbai Camp: New Delhi

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### SHORT RECITAL

Consequent upon the expiry of the period of operation of the settlement dated 06-12-1994 on wage revision of Port & Dock Workers of the Major Ports of India on 31.12.1997 the Govt. of India in the Ministry of Surface Transport constituted a Bipartite Wage Negotiation Committee (BWNC) vide Ministry's letter No. LB-12011/3/97/RO dated 05-06-1998 as below:-

#### MEMBERS REPRESENTING THE MANAGEMENT SIDE

1. Chairman, IPA & JNPT - Chairman
2. Chairman, Mumbai Port Trust - Member
3. Chairman, Calcutta Port Trust - Member
4. Chairman, Chennai Port Trust - Member
5. Chairman, Cochin Port Trust - Member
6. Chairman, Visakhapatnam Port Trust - Member  
Replaced by Chairman, Paradip Port Trust
7. Dy. Chairman, Kandla Dock Labour Board - Member
- 8 & 9. Federation of Association of Stevedores - Two Members
10. Managing Director, IPA - Member Secretary
- 11 & 12. Chairman, IPA to Co-opt two other Chairmen - Two Members (Opted Chairman, MGPT & OSD, NIPM)

#### MEMBER REPRESENTING THE PORT & DOCK WORKERS

1. All India Port & Dock Workers Federation (HMS) - Six Members
2. All India Port & Dock Workers Federation (Workers) (HMS) - Two Members
3. Water Transport Workers Federation of India (CITU) - Two Members
4. Indian National Port & Dock Workers Federation (INTUC) - One Member
5. Port, Dock & Water Front Workers Federation of India (AITUC) - One Member

All the five Federations representing the workers of the Port & Dock Labour are submitted their charter of demand individually. The Management requested the Federations representing on BWNC to submit a common charter of demands. The representatives submitted a common charter of demands on 07-12-1998 followed by another on 19-03-1999.

The first meeting of the Bipartite Wage Negotiation Committee was held on 09-10-1998 at Mumbai which was followed by 18 meetings at different ports. As the BWNC did not make much progress over settling the charter of demands, five Federations served strike notices dated 15-12-1999 on the Chairmen of all the Major Federations and Dock Labour Boards proposing to go on strike from the midnight on 17-01-2000. The strike notices was seized in conciliation proceedings were held by him on 10th, 11th & 12th January, 2000 at Mumbai when understanding was reached negotiating 12 issues leaving 8 issues yet to be decided. The Federations even though declined to defer the strike but conveyed

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their willingness to continue the negotiations with a view to reach the settlement before 17th midnight. Even though further conciliation could not take place on 15-01-2000, since the talks held by the Hon'ble Minister of Surface Transport also failed the Federations resorted to strike as proposed by them from the midnight of 17.01.2000. However, during the period of strike at the intervention of and assurances given by Hon'ble Minister of Surface Transport the strike was called off with effect from 23.01.2000. Again the conciliation proceedings were held at Mumbai on 01.02.2000 which were adjourned to a later date. However, the BWNC met at Chennai on 21st & 22nd Feb. later on the BWNC met again at New Mangalore on 14th & 15th March, 2000. when conciliation proceedings were also held on 15th March. During the said conciliation proceedings a broad understanding was reached on remaining issues pending finalization of two issues at the level of Ministry of Surface Transport. The BWNC meeting and conciliation proceeding were later on continued at Calcutta on 11.04.2000 when the issue of finalisation of draft settlement was once again discussed. The said conciliation proceedings were adjourned to a later date.

The affiliated unions of the five recognized Federation served strike notices on the Chairmen of the eleven Port Trusts proposing to go on indefinite strike of the Class III & IV employees including cargo handling worker on and from 02nd May 2000 over a charter of five demands, which were yet to be finalized/settled. Conciliation proceedings fixed over the said strike notices didn't take place since the five recognized Federation agreed not to resort to strike as proposed due to the assurances given by the Hon'ble Minister, Surface Transport. Later on BWNC meetings were held continuously from 26th July, 2000 and conciliation proceedings were held on 2nd August 2000. The Management of major Ports gave a final offer for making a settlement of ten years which was discussed elaborately. The two recognized Federations expressed their grave reservations on certain aspects while three recognized Federations didn't accept. However, as a gesture of expressing their solidarity with all workers and in view to maintaining healthy industrial relations, they agreed to the settlement. As such the following terms of settlement was arrived at under Sec. 12(3) of Industrial Disputes Act, 1947 as full and final settlement of all demands of the Federations.

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### 1. BIPARTITE WAGE NEGOTIATION COMMITTEE (BWNC)

1.1 Consequent upon the expiry of the period of operation of the settlement dated 6-12-94 on wage revision of Port and Dock workers of the Major Ports of India on 31.12.1997, Government of India, in the Ministry of Surface Transport constituted a Bipartite Wage Negotiation Committee (BWNC) vide Ministry's letter no. LB-12011/3/97-R.O. dated 5-6-1998 as below:

#### Member representing the Management side

1. Chairman, IPA & JNPT - Chairman
2. Chairman, Mumbai Port Trust - Member
3. Chairman, Calcutta Port Trust - Member
4. Chairman, Chennai Port Trust - Member
5. Chairman, Cochin Port Trust - Member
6. Chairman, Visakhapatnam Port Trust - Member
7. Deputy Chairman, K.D.L.B. - Member
- 8 & 9. Federation of Association of Stevedores - Two Members
10. Managing Director, IPA - Member Secretary
- 11 & 12. Chairman, IPA to Co-opt two other Chairmen

1.2 Chairman, Mormugao Port Trust and Officer on Special Duty, NIPM were co-opted vide Ministry's letter no. 13011/3/97-RO dated 15.01.1999. Due to pre-occupation of the Chairman Visakhapatnam Port Trust, the Chairman, Paradip Port Trust was nominated in place of the Chairman, Visakhapatnam Port Trust.

#### Member representing the Port and Dock workers:

1.3 Representation of the workers on B.W.N.C. was based on the available result of check off system for the year 1998, as under:

Sl. No.	Name of Federation	No. of representatives appointed in BWNC
1.	All India Port & Dock Workers Federation (HMS)	6
2.	All India Port & Dock Workers Federation (Workers) (HMS)	2
3.	Water Transport Workers Federation of India (CITU)	2
4.	Indian National Port & Dock Workers Federation (INTUC)	1
5.	Port, Dock & Water Front Workers Federation of India (AITUC)	1
	<b>Total</b>	<b>12</b>

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1.4 Names of the representatives of the management side and each federation are given in Appendix-I.

### **2. CHARTER OF DEMANDS**

2.1 All the five Federations representing the workers of the ports and dock labour boards submitted their Charter of Demands individually. The management side requested the federations represented on BWNC, for a Common Charter of Demands. The representatives submitted a common charter of demands on 7-12-98 followed by another on 19-3-99.

2.2 A series of meetings were held wherein the charter of demands submitted by federations and measures suggested by the Management side to improve productivity were deliberated upon item-wise. Date and venue of meetings held are in Appendix-II.

### **3. TERMS OF SETTLEMENT**

It is agreed that the wage structure, terms and conditions of employment applicable in Class III and IV employees of Major Ports and Dock Labour Boards will be revised as below:

### **4. COVERAGE**

This settlement will apply to and cover the following Class-III & IV employees workmen:

- (i) Persons employed by the Major Ports of Mumbai, Calcutta, Chennai, Visakhapatnam, Cochin, Mormugao, Kandla, Paradip, Tuticorin, New Mangalore and Jawahar Nehru and/or paid directly by the Port Trusts;
- (ii) Persons employed by the Dock Labour Boards and their administrative bodies at Calcutta, Chennai, Visakhapatnam and Kandla; and
- (iii) Persons registered or unregistered (listed) under any of the Schemes framed under the Dock Workers (Regulation of Employment) Act, 1948.

### **5. DATE OF EFFECT AND PERIOD OF SETTLEMENT**

This settlement will take effect notionally from the 1st January, 1997 and effectively from the 1st January 1998 and remain operative for a period of 10 years from the 1st of January 1997 to 31st December 2006.

### **6. REVISED PAY SCALES**

6.1 The revised pay scales will be linked to All India Consumer Price Index Number (1708 for Industrial Workers (General) based on 1960=100(AICPI) series. Existing 29 pay scales are regrouped and reduced to 10. Revised pay scales corresponding to the grouped scale of pay from 1-1-1997 are at Appendix-III.

6.2 Grouping of pay scales by itself will not result in change in classification, duties and responsibilities or have an adverse impact on existing service conditions. However, this will not preclude any interchangeability, which may be agreed between management and concerned affiliates of federation at the local level.

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### 7. FITMENT OF PAY ON THE 1ST JANUARY 1997 IN THE REVISED SCALE

7.1 Basic pay in the revised pay scale would be fixed as under:

A	B	C	D
Basic pay as on 31.12.96 in Spl. Pay, stagnation increment and Spl. Allowance at 2% upto Basic pay Rs. 3000/- and at 4% beyond a Basic pay of Rs. 3000/-	Corresponding FDA from 1030 to 1099 points and variable DA from AICPI 1099 to 1708 points (base - 1960) as on 1-1-97 (+)	27.5% of Basic Pay	Aggregate amount = A-B-C

# The new basic pay will be determined by placing the aggregate amount at column 'D' in the revised pay scale. Where the aggregate amount in column 'D' thus arrived does not fit into a stage in the revised pay scale, the new basic pay will be determined by fixing the aggregate amount at the next higher stage in the revised pay scale.

Note: Special allowance at 2% of basic pay upto Rs. 3000/- and 4% beyond a basic pay of Rs. 3000/- has been merged in the basic pay while evolving the scales of pay and therefore, stands abolished.

7.2 Thereafter, the employee will be allowed one increment at the pay so fixed in the revised scale.

7.3 The above fitment formula is not applicable to the employees appointed on or after 1-1-1998 and they will start at the minimum of the corresponding revised pay scale. Fresh recruits appointed during the period from 1-1-97 to 31.12.97 will be extended the fitment formula.

7.4 If the feeder and promotional posts fall in the same revised pay scale, employees so promoted would be allowed fixation benefits as per existing practice.

### 8. STAGNATION INCREMENT

Pay scales have been restructured in such a way that there will not normally be any stagnation. However, if there is stagnation, on stagnation increment will be allowed every two years. In addition, an employee stagnating after the expiry of the period of settlement will be granted stagnation increment every year subject to adjustment in the next wage settlement.

### 9. DATE OF NEXT INCREMENT IN THE REVISED PAY SCALE

9.1 After the pay of an employee is fixed in the revised scale of pay, his next increment will be due on the anniversary of the last increment drawn in existing pay scale. In the case of those whose anniversary date of increment is 1st January, they will be allowed the normal increment of the revised pay scale from 1st January. Where the pay of two or more employees of the same category in the existing scale of pay and in the inter-se seniority list gets fixed at the same stage in the revised pay scale and the date of increment of the senior of the two employees falls due after the date of increment of the junior employee, the date of increment of the senior employee will be advanced to coincide and the date of increment of the employee junior to him, provided other conditions for advancing the date of increment are fulfilled.

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9.2 Employees promoted on or after 1-1-97 will be permitted to exercise fresh option for fixation of pay on promotion as per existing provisions.

9.3 Employees will be permitted to opt for the revised scale w.e.f. 1-1-1997 or from the date of the next increment due before 31.12.1997.

### **10. PERSONAL PAY FOR SMALL FAMILY NORM**

In respect of increment granted for small family norms and for excellence in sports mentioned prior to 1.1.1997, the instructions issued by the Central Government from time to time, will apply.

### **11. DEARNESS ALLOWANCE**

11.1 All India Consumer Price Index Number for Industrial Workers (General) based on 1960=100 (AICPI) series will be used for grant of compensation to the employees for price rise.

11.2 D.A statements would be released 4 times in a year, w.e.f. 1st January, 1st April, 1st June and 1st October.

11.3 D.A. would be paid for the increase in AICPI above quarterly index average of 1708 which revised pay scales are related.

11.4 The percentage increase in the Quarterly average of the AICPI for the period ending February, May, August and November over the index 1708 would be taken upto one decimal point.

11.5 The rate of compensation to the employees over the basic pay at index average of 1708 will also be in whole numbers with fractions carried forward.

11.6 The percentage neutralization to employees in different pay ranges would be 100%.

#### **Footnote-I**

Quarterly Averages	Payable from
September, October and November	1st January
December, January and February	1st April
March, April and May	1st July
June, July and August	1st October

#### **Footnote-II**

The Quarterly average of AICPI for the months of September, October and November. 1966 worked out to 1708 and from 1.1.1997 is being merged in the basic pay. DA installment would be Nil on 1.1.1997. The first installment of DA would become due from the effective date of pay revision. Viz. 1.1.98.

11.7 The payment of DA involving fractions of 50 paise and above will be rounded off to the next higher rupee and fractions of less than 50 paise will be ignored.

11.8 The pay for the purpose of calculation of DA will be the basic pay drawn in the prescribed scale of pay including stagnation increments but will not include any other type of pay such like special pay, personal pay etc.

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11.9 The D.A. will continue to be a distinct element of remuneration and will not be treated as pay within the ambit of FR 9.21.

### 12. HOUSE RENTAL ALLOWANCE

12.1 An employee, who is not allotted accommodation by the Port Trust and Dock Labour Board will be paid House Rent Allowance at the following rates, without production of rent receipt.

Name of Port	Existing Rate of HRA	Revised Ceiling (in Rs.)
Mumbai, JNPT	30% of actual basic pay	2400
Chennai, Calcutta (excl. Haldia)	25 of actual basic pay	2000
Cochin and Visakhapatnam	17.5% of actual basic pay	2000
Mormugao, Kandla, New Mangalore, Tuticorin	15% of actual basic pay	1500
Paradip and Haldia	10% of actual basic pay	1000

12.2 HRA rates applicable to the Government employees will also be available to the port employees.

12.3 Even individual employee will, therefore, have the option to choose either of the Basic pay for purpose of HRA shall not include any type of special pay or personal pay but includes stagnation increments. The above rates will apply from 1-1-1998.

### 13. HOUSE RENT RECOVERY

Recover of rent for Port and DLB Quarters will be made on living area basis under Government of India's orders as revised from time to time under FR45 (A).

For sub-standard quarters the recovery of rent will be as envisaged under FR45. As regards recovery of rent for dormitory or bachelors accommodation the recovery of rent may be made at fixed rates, to be calculated by ports under FR 45A (Standard Rent).

### 14. PORT ALLOWANCE

14.1 Port Allowance will be paid to all employees at the following rates from 1.1.1998.

	Name of Port	Rates
(a)	Mumbai, JNPT, Chennai, Calcutta excluding Haldia	Rs. 300 P.M.
(b)	Visakhapatnam, Cochin	Rs. 200 P.M.
(c)	New Managalore, Tuticorin, Mormugao, Kandla, Paradip and Haldia	Rs. 100 P.M.

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14.2 CCA will stand abolished with effect from 1.1.1998. CCA so far paid at earlier rates will be adjusted against Port Allowance.

### 15. TRANSPORT REIMBURSEMENT

15.1 Existing rate of Transport reimbursement will be enhanced from Rs. 90/- per month to Rs. 80/- p.m. to all eligible employees. Existing terms and conditions governing the grant transport reimbursement procedure will continue to apply.

15.2 Transport reimbursement will be allowed to handicapped employees at double the rate.

### 16. CHILDREN EDUCATION ALLOWANCE AND REIMBURSEMENT OF TUITION FEES

16.1 The revised rates of CEA and Tuition Fees will be extended to Port employees at the following rates:

Educational Assistance	Revised Rate of payment/limit of reimbursement of tuition fees	
Children Education Allowance	Primary, Secondary, Higher and Senior Secondary Classes (1 to XII)	Rs. 100 P.M. per child
Reimbursement of Tuition Fees	(a) Class I to X (b) Class XI and XII (c) Class I to XII in respect of physically handicapped and mentally retarded children	Rs. 40/- P.M. per child Rs. 50/- P.M. per child Rs. 100/- P.M. per child
(c) Science Fees	Class IX to XII	Rs. 10/- p.m. if charged separately

16.2 Payment of the education assistance will be subject to a maximum of two children only. The existing rules and regulations in the matter of grant of the above allowances will continue without any change. The above rates will be revised in line with revisions made by the Central Govt. in respect of its own employees.

### 17. WASHING REIMBURSEMENT

Washing reimbursement and special washing reimbursement will be enhanced from Rs. 22 and Rs. 45 to Rs. 50 and Rs. 65 respectively. The claim of washing allowance in respect of hospital staff and fire brigade staff. Who are currently in receipt of such allowance, will be discussed and settled locally.

### 18. REVISION OF TA AND DA

The TA and DA rates will be as follows:

(A) Entitlement for travel on tour- class III and IV employees

Sl. No.	Pay Range	Normal Trains	Rajdhani Express	Shatabdi Express
i	Below Rs. 5000/-	Second Sleeper	AC Chair Car*	AC chair car
ii	Rs. 5000/- and above but below Rs. 9000/-	1st Class/IIInd AC 3 tier sleeper/AC Chair Car	AC Chair Car**	
iii	Rs. 9000 and above	IIInd AC 2 tier sleeper/1st Class/AC 3 tier	IIInd AC 2 tier sleeper	Ac chair car

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(\*) Those who are entitled to travel by First Class/Ind AC 3 tier sleeper/AC Chair Car any at their discretion travel by AC 2 tier sleeper, when any of the trains connecting the origins and destinations concerned by the direct shortest route do not provide these three classes of accommodation.

(\*\*) AC 3 tier sleeper in trains in which AC Chair Car is not provided.

(B) Rates of Daily Allowance to employees who stay in Public Sector/State/Central Government/Port or IPA Guest House or have their own arrangements.

Sl. No.	Pay Range	'A' Class Cities	Other localities
(i)	Below Rs. 5000/-	120	85
(ii)	Rs. 5000/- and above but below Rs. 9000/-	190	125
(iii)	Rs. 9000/- and above	225	150

(C) Rate of Daily Allowance to employees who stay in Hotels.

Sl. No.	Pay Range	'A' Class Cities	Other localities
(i)	Below Rs. 5000/-	150	105
(ii)	Rs. 5000/- and above but below Rs. 9000/-	275	190
(iii)	Rs. 9000/- and above	400	270

(D) Rates of Road Mileage

Sl. No.	Pay Range	Entitlement
(i)	Below Rs. 5000/-	Auto Rickshaw/Own Scooter/Motor Cycle/Moped/Ordinary Public Bus
(ii)	Rs. 5000/- and above but below Rs. 9000/-	Auto Rickshaw/Own Scooter/Motor Cycle/Moped/ Ordinary Public Bus
(iii)	Rs. 9000/- and above	Taxi, Auto Rickshaw, Public Bus
(iv)	Rates of reimbursement	By Taxi – Rs. 8/- per k.m. Auto Rickshaw – Rs. 4/- k.m. Scooter/Motor Cycle/Moped

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Note:

- (a) For travel by public bus actual fare to be reimbursed.
- (b) Journey by Taxi - Rs. 8/- per k.m.
- (c) Journeys by Auto Rickshaw/Own Scooter/Moped - Rs. 4/- per k.m.

### 19. OVERTIME ALLOWANCE

If any employee is asked by the management to work beyond prescribed working hours overtime allowance will be paid as per relevant laws governing the payment of this allowance and full payment will not be denied.

### 20. OTHER ALLOWANCES

Conveyance Advance for purchase of vehicle will be sanctioned as below:

(a)	Scooter/Moped/Motor Cycle	- 8 months basic pay subject to a maximum of Rs. 30000/- or 80% of the actual cost of the vehicle, whichever is less.
(b)	Cycle	- Rs. 1500/-

### 22. HOUSE BUILDING ADVANCE

Revised quantum of advance payable will be as follows:

(a)	For new House	- 50 months basic pay, or the actual cost of construction, whichever is less.
(b)	For improvement, renovation, addition to the existing house	- Actual cost or a maximum of Rs. 1.80 lakhs, whichever is less.

At ports where schemes for giving House Building Advance exist, those will continue Rates of interest will be same as notified by the Central Government.

### 23. FESTIVAL ADVANCE

Quantum of festival advance will be decided locally.

### 24. LEAVE TRAVEL CONCESSION

24.1 The entitlement for Travel by rail during LTC will be as follows:

Sl. No.	Pay Range	Normal Trains	Rajdhani Express	Shatabdi Express
i	Below Rs. 5000/-	Second Sleeper		
ii	Rs. 5000/- and above but below Rs. 9000/-	1st Class/Ind AC 3 tier sleeper/ AC Chair Car	AC Chair Car**	AC Chair Car
iii	Rs. 9000 and above but below Rs. 12000/-	Ind AC 2 tier sleeper/1st Class/AC 3 tier	Ind AC 2 tier sleeper	Ac chair car

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Note: Claim for travel by Rajdhani/Shatabdi trains will be allowed only where journeys is actually undertaken by these trains. Both ends of the journey should be directly connected by Shatabdi/Rajdhani Trains.

(\*) Where none of the classes of accommodation is provided in any train connecting the concerned stations by the direct shortest route, the employees may travel by AC two tier.

24.2 For journeys by road, between places not connected by rail, the entitlement will be as follows:

(a) those who are entitled to Travel by 1st Class and above on rail	By any type of Bus
(b) Others	By ordinary or express bus

24.3 The privileges with regard to class of travel currently being enjoyed by an employee will not be adversely affected by any decision taken as a result of the settlement.

24.4 All the other existing rules, regulations and conditions for availing LTC will continue to apply.

### **25. HOLIDAY WAGES**

There will be no change in the existing method of calculation of Holiday wages.

### **26. PURCHASE OF COMPUTER**

Employees will be given an advance upto 10 months basic pay or Rs. 80000/- or the actual cost of the computer, whichever is least, for the purchase of a personal computer. Interest rate will be the same as in case of officers. Recovery will be in a maximum of 100 months installments.

### **27. OUTSTATION ALLOWANCE**

Employees who go to other ports on board the port craft for dry docking/repairs would be allowed, in addition to normal pay and allowances, Outstation Allowance at the rate of 33 ½% of revised basic pay from the date of departure to the date of return to home port.

28. All allowances, the effective date of payment of which, has not been otherwise specified shall be paid with effect from 1.1.1998.

### **29. LEAVE ENTITLEMENTS**

29.1 Earned Leave will not be accumulated beyond 300 days.

29.2 Maternity Leave will be admissible to a female employee with less than 2 surviving children upto a period of 135 days.

29.3 Paternity Leave will be admissible to a male employee with less than two surviving children upto a period of 15 days during the confinement of his wife.

29.4 All other conditions in the matter of grant of leave will be governed by the existing leave Regulations.

30. Demand of the federations for setting up of a crèche at all ports will be discussed locally for urgent settlement.

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### **31. ASSURED CAREER PROGRESSION**

31.1 (i) Two financial upgradations shall be granted under ACP scheme to Class-III and IV employees on completion of 12 years and 24 years of regular service, provided there was no regular promotion during the period of 12 and 24 years.

(ii) The financial upgradation in ACP will be in the next higher grade in accordance with the existing hierarchy in a cadre/group of posts.

(iii) In the case of isolated posts, which do not have defined hierarchical cadres, ACP grade corresponding to the next higher grade, will be extended for financial upgradation.

(iv) In the case of skilled categories, the recommendations made by the classification and organization committee, including trade tests at different levels, and implemented at all ports from 1-1-1997 will remain unchanged.

(v) On promotion under ACP, full benefit of pay fixation, as under normal promotion, in the higher scale, will be given. For such persons there will be no further financial benefit their getting regular promotion later.

(vi) When an employee is given higher scale under ACP, an undertaking will be obtained that he shall continue to discharge the duties of the lower post till regular promotion to the higher scale post later.

(vii) Vacancy based on regular promotion shall continue to be granted after the screening in regular DPC.

(viii) ACP scheme does not amount to financial/regular promotion or require creation of posts.

(ix) The financial upgradation under the ACP scheme shall be available only if no regular promotions have been availed during the prescribed periods.

(x) The beneficiaries shall retain the old designation and financial upgradation shall be personal to the incumbents.

(xi) There shall be no upgradation for a senior employee merely because the junior employee in the grade has got higher pay scale under the ACP scheme.

31.2 If the recruitment rules of the ports, provide for promotion to the higher scale after proper departmental examination the same practice will continue.

31.3 Clarifications issued by the Government from time to time in respect of ACP will apply.

### **32. PAYMENT OF ARREARS**

Payment of arrears arising out of this settlement will be made within a period of two years from the date of signing of the settlement.

### **33. ADJUSTMENT OF INTERIM RELIEF**

Interim Relief sanctioned by the Government at 10% of the pre-revised basic pay to all the class III and IV employees/workers of all Major Port Trusts and Dock Labour Boards with effect from 1.1.1998, vide MOST letter no. LB-12016/1/99-RO 16.2.99, will be adjusted from the arrears of pay and allowances due to the employees/workers from 1998 on account of pay revision.

### **34. PENSION**

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34.1 New Pension Regulations for the employees of the Port Trust and Dock Labour Boards will have effect from 1.4.1995.

34.2 Pension of all categories of employees will be consolidated w.e.f. 1-1-1997 but effective from 1.1.1998, as approved by the Government vide MOST letter no. A-18011/45/98-PE-I dated 5-4-1999. The methodology to do so is enumerated in Appendix-IV.

### **35. PRODUCTIVITY AND ECONOMY MEASURES**

All the parties recognize that the Indian economy has reached the take off stage, which call for adopting the strategies used by the ports world-wide to address problems under similar circumstances. Technological upgradation, higher productivity and resource generation are imperative. The challenge emanating from intra and/or interport competition, within the country/region, calls for urgent need for improvement of efficiency and customer satisfaction, augmentation of financial viability and new enterprise culture in the major ports. To achieve these, the following issues will be referred to an adjudicator under I.D. Act, 1947 for adjudication. The adjudicator will take into account the local conditions of each port and other relevant factors and if need be take the assistance of experts, and also hear the views of the parties on report of the expert before giving his award. The award which will be binding on both the parties, should be finalized within a period of 6 months.

- i. Deployment of workers for any task will not be gang based but will be need based with reference to the nature of job or cargo. National booking of workers will be discontinued.
- ii. Manning scale of similar vessels and equipment will be uniform at all ports. Norms will be fixed on the basis of the lower manning level in existence.
- iii. There will be uniform manning scale for similar tasks. Norms will be fixed on the basis of the lowest manning level in existence.

### **36. PROTECTION OF EXISTING BENEFITS**

Merely as a consequence of the implementation of this settlement, any facility, privilege amenity, right, benefit, monetary or otherwise or concession to which an employee or a category of employees might be entitled to by way of any award, practice, or wage shall not be withdrawn, reduced or curtailed, except to the extent and manner as explicitly provided for in this settlement. Provided, however, that this protection clause shall not to be used by the Federations and their affiliated union and any person/persons enjoying benefits under this Settlement for preventing Port/DLB managements from taking steps for the implementation of the provisions of this Settlement for improving productivity.

### **37. CLASSIFICATION/CATEGORISATION OF EMPLOYEES**

A mutually acceptable person will be appointed to study the demand of the unions of classification/categorization of employees not so far covered by the classification/categorization scheme. The person will be asked to submit his report within 6 months from the date of referring the matter to him. The report will be discussed with the recognised federations or settlement within a period of six months. Any point of disagreement will be referred for adjudication/arbitration under the provisions of the Industrial Dispute Act.

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### 38. CONCLUSION

(i) Any discrepancies/anomalies and disputed interpretations arising out of this settlement and matters relating to the implementation of this settlement will be discussed between the five federations and the Port Management with a view to resolving them. It is further agreed that in the event of an disagreement between the parties on any point concerning any clause the disputed point will be referred to an Arbitrator under Section 10A of the Industrial Disputes Act, whose decision will be final and binding on both the parties.

(ii) The federations and their affiliated unions agree that no fresh issues involving additional financial implication will be raised during the period of this settlement excepting those claims pending in the courts, tribunals, conciliation proceedings and arbitrations. Including those issues which the parties have agreed to refer to arbitration/adjudication. This clause will not stop employees workmen from receiving of PLR/PLB during the currency of this settlement.

<p><b>Representing Management</b> Shri M.P. Pinto, Chairman, Jawaharlal Nehru Port Trust &amp; Bipartite Wage Negotiation Committee Shri A.K. Mago, Chairman, Mumbai Port Trust Shri H.P. Roy, Chairman, Calcutta Port Trust Shri P. Baskardoss, Chairman, Chennai Port Trust Shri S.K. Mahapatra, Chairman, Paradip Port Trust Dr. Jose Paul, Chairman, Mormugao Port Trust Jacob Thomas, Chairman, Cochin Port Trust Shri A.N.M. Kishore, Managing Director, Indian Ports Association Shri P. Byramjee, Federation of Association of Stevedores Shri Y. Krishna Kumar, Federation of Association of Stevedores Shri Cyril George, Deputy Chairman, Kandla Dock Labour Board</p>	<p><b>Representing Labour</b> <b>All India Port and Dock Workers Federation (HMS)</b> S.R. Kulkarni, President, President Shri S.C.C. Anthoni Pillai, General Secretary Shri Parbati Das, Vice President Shri B. Mohan Rao, Secretary Shri D.K. Sarma, Organising Secretary Shri P.M.M. Haneef, Joint Secretary <b>All India Port and Dock Workers Federation - Workders (HMS)</b> Dr. Shanti Patel, President Shri S.K. Shetye, General Secretary <b>Water Transport Workers Federation of India (CITU)</b> Dr. M.K. Pandhe, Vice President Shri S. Chakraborty, General Secretary <b>Indian National Port &amp; Dock Workers Federation (INTUC)</b> Shri G. Kalan, General Secretary <b>Port, Dock &amp; Waterfront Workers Federation of India (AITUC)</b> Shri V.V. Rama Rao, General Secretary</p>
<p><b>Witness</b> (i) A. Chakravorty (ii) R.S.T. Chari (iii) Shri G.R. Majhee, Dy. Chief Labour Commissioner (C), New Delhi</p>	<p>Ch. Sivaram Krishnan, Regional Labour Commissioner (C), Mumbai Camp New Delhi</p>

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### APPENDIX - I

#### REPRESENTATION OF BIPARTITE WAGE NEGOTIATION COMMITTEE

	<b>Management Side</b>	<b>Workers Federations</b>	
1	Shri M.P. Pinto, Chairman, Jawaharlal Nehru Port Trust	<b>All India Port and Dock Workers Federation (HMS)</b>	
2	Shri A.K. Mago, Chairman, Mumbai Port Trust	1	Shri S.R. Kulkarni President
3	Shri H.P. Roy, Chairman, Calcutta Port Trust	2	Shri S.C.C. Anthony Pillai General Secretary
4	Shri P. Baskardoss, Chairman, Chennai Port Trust	3	Shri Parbati Das Vice President
5	Shri S.K. Mahapatra, Chairman, Paradip Port Trust	4	Shri B. Mohan Rao Secretary
6	Shri C. Babu Rajeev*, Chairman, Cochin Port Trust	5	Shri D.K. Sarma Org. Secretary
7	Dr. Jose Paul, Chairman, Mormugao Port Trust	6	Shri P.M.M. Haneef Wkg. Joint Secretary
8	Shri A.N.M. Kishore, OSD**, NIPM, Chennai	<b>All India Port and Dock Workers Federation - Workers (HMS)</b>	
9	Shri H.C. Venkatesh, Dy. Chairman#, Kandla Dock Labour Board	1	Dr. Shanti Patel
10	Shri P. Byramjee, Federation of Association of Stevedores	2	Shri S.K. Shetye
11	Shri K.V. Krishna Kumar, Federation of Association of Stevedores	<b>Water Transport Workers Federation of India (CITU)</b>	
12	Shri A. Chakravorty, Managing Director, IPA	1	Dr. M.K. Pandhe
		2	Shri S. Chakraborty
		<b>India National Port &amp; Dock Workers Federation (INTUC)</b>	
		1	Shri G. Kalan, General Secretary
		<b>Port, Dock and Waterfront workers Federation of India (AITUC)</b>	
		1	Shri V.V. Rama Rao, General Secretary

(\*) Shri C. Babu Rajeev was replaced by Dr. Jacob Thomas after the former demitted office.

(\*\*) Capt. A.N.M. Kishore took over the charge of Managing Director, IPA w.e.f. 1.3.2000.

(#) Shri C. George replaced Shri H.C. Venkatesh after his reversion to his parent cadre.

## FOOD CORPORATION OF INDIA

### APPENDIX-II

#### INDIAN PORTS ASSOCIATION BI-PARTITE WAGE NEGOTIATION COMMITTEE

Sl. No.	Date of Meeting	Meeting Held at
1	09.10.1998	Mumbai
2	12.11.1998	Mumbai
3	07.12.1998	Mumbai
4	5th and 6th January, 1999	Chennai
5	24 and 25 February, 1999	Mumbai
6	19 and 20 March, 1999	Chennai
7	15 and 16 April, 1999	New Mangalore
8	3 and 4 May, 1999	Mormugao
9	31.05.1999 and 01.06.1999	Mumbai
10	14th, 15th and 16 July, 1999	New Delhi
11	4th November, 1999	Mumbai
12	12th November, 1999 (core group)	Mumbai
13	24th November, 1999 (core group)	Mumbai
14	15th December 1999	Mumbai
15	1st February, 2000	Mumbai
16	21st and 22nd February, 2000	Mumbai
17	14th and 15th March, 2000	New Mangalore
18	11th April, 2000	Calcutta
19	26th and 27th July, 2000	New Delhi
20	31st July and 2nd August, 2000	New Delhi

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**APPENDIX-III**

**GROUPING OF EXISTING PAY SCALES AND CORRESPONDING  
REVISED PAY SCALES W.E.F. 1-1-1997**

Sl. No.	Existing		Revised Pay Scales effective from 1-1-97
1	2010-35-2290-45-2830	(20)	3700-60-4180-75-5830 (30)
2	2025-35-2200-50-2450-60-2990	(19)	3840-80-4320-100-6720 (30)
3	2035-35-2175-50-2395-60-3035		
4	2045-50-2245-60-3085		3900-90-4260-100-6860 (30)
5	2055-60-2775-65-3230	(18)	4000-100-4800-115-7330 (30)
6	2065-60-2545-70-3315		
7	2110-60-2350-70-2700-75-3450	(19)	4160-115-5195-125-7820 (30)
8	2150-70-2780-75-3605		
9	2160-70-2720-75-3620	(20)	4300-120-5260-130-8120 (30)
10	2160-70-2720-75-3695		
11	2160-70-2720-75-3845		
12	2230-70-2720-75-3695		
13	2370-70-2720-75-3845		
14	2185-75-2710-85-3985	(23)	4640-140-5760-170-9500 (30)
15	2230-75-2605-85-4050		
16	2250-85-2930-100-4330		
17	2250-85-2930-100-4430		
18	2420-85-2930-100-4430	(23)	5000-150-5450-200-10850 (30)
19	2425-85-2935-100-4435		
20	2425-85-2680-100-3080-120-4760		
21	2425-85-2680-100-3080-120-4880		
22	2275-85-2870-100-3670-120-4870		
23	2500-100-3000-120-4800	(22)	5500-200-6100-220-11380 (27)
24	2500-100-3000-120-5040		
25	2600-100-2900-120-4940		
26	2600-100-2900-120-5180		
27	2650-120-3610-140-5430	(20)	6170-230-7320-245-11975 (24)
28	2700-120-3420-140-5520		
29	2750-140-3590-150-5690		

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### APPENDIX-IV

#### METHODOLOGY OF CONSOLIDATION OF PENSION W.E.F. 1-1-1997

Consolidation of pension and family pension of past retirees of ports and dock from boards w.e.f. 1-1-1997 will be as follows:

1. Pension of all retirees of ports and dock labour boards was consolidated at AICPI 607 points vide MOST's letter no. A-38011-45/98/PEI dated 5-4-1999 with suitable modifications upto 31.12.1987.
2. Pension of employees retired between 1-1-1988 and 31.12.1992 is linked AICPI 607 points.
3. Pension of employees retired between 1.1.1993 and 31.12.1997 will be computed on pre-revised scales of pay linked to AICPI 607 points.
4. Methodology of consolidation as proposed w.e.f. 1.1.1997 linked to AICPI 1708 points in respect of pensioners receiving dearness relief in accordance with the Central Government rates of Dearness Relief is as below:
  - (i) Basic pension linked to AICPI 607 points plus
  - (ii) Dearness Relief for 1101 points, being the difference between AICPI 607 and 1708 points plus
  - (iii) (a) Fitment weightage of 12.5 percent on basic pension on AICPI 607 (because of the pay revision from 1.1.1993) plus
  - (b) Fitment weightage of 27.5 percent on basic pension (because of the pay revision allowed w.e.f. 1.1.1997) plus
  - (c) Fitment weightage of 27.5 percent on 12.5 percent allowed from 1.1.1993.  
i.e. total Fitment weightage (iii a to c)  $(12.5+27.5+3) = 43\%$  on Basic Pension.
  - (iv) Consolidated Pension as on 1.1.1997 linked to AICPI 1708 points will be sum Total of 3(i) to 3(iii).
  - (v) The case of pensioners drawing basic pension determined on pay including piece rate/incentive shall be examined separately. However, they will have option to come over to the above scheme, which considers pension only taking into account basic pay.
5. The same methodology will be adopted for consolidation of family pension as well.
6. If The consolidated pension/family pension so arrived at is less than 50 percent or 30 percent of the minimum of the pay scale of the post held by the pensioner, the pensioner/family pensioner shall be sanctioned pension/family pension at 50 percent or 30 percent of the minimum of the pay scale of the post held by the pensioner at the time of retirement, effective from 1.1.1998.
7. Pension at the revised rate will be payable w.e.f. 1.1.1998.
8. No arrears on account of consolidation of pension/family pension will be admissible prior to 1.1.1998.

## FOOD CORPORATION OF INDIA

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9. No commutation will be admissible on additional amount of pension accruing as a result of revision.
10. The existing commuted portion of pension, if any, will be deducted from the pension so arrived at on 1.1.1997.
11. Dearness Relief on pension and family pension will be neutralized to the extent of 100% for rise in Consumer Price Index w.e.f. 1.1.1998.
12. Interim Relief for pensioners shall be discontinued after consolidation and interim relief paid shall be adjusted against arrears due to them on account of consolidation.
13. The personal Pension granted to protect the drop in the Pension after revision of pay w.e.f. 1.1.1993 shall be discontinued from 1.1.1998.

## FOOD CORPORATION OF INDIA

### APPENDIX-V

#### **SUMMARY RECORD OF THE DISCUSSION HELD ON 21ST AND 22ND JANUARY, 2000 BETWEEN THE HON'BLE MINISTER OF SURFACE TRANSPORT AND THE FIVE MEMBER FEDERATIONS OF BWNC**

In response to the call of the Hon'ble Minister of Surface Transport, Government of India to the 5 recognised Federation of Port and Dock Workers to resume talks on the disputed issues of wage settlement, discussions were held on 21st and 22nd January, 2000 with the representatives of the Federations. During the discussions, the following issues were raised by the Federations:-

1. The period of the settlement will be for 5 years w.e.f. 1.1.98 to 31.12.2002.
2. The existing rates of HRA at the Ports of Vizag, Cochin, Haldia, Goa, Paradip, New Mangalore, Tuticorin and Kandla should continue and there will be no ceiling on the amount of HRA.
3. The PCA (port City Allowance) will be paid at the rates mentioned in the draft settlement given by the Management at BWNC meeting at Goa and will be effective from 1.1.1998.
4. All the terms of this settlement including HRA, CCA and other allowances will be implemented w.e.f. 1-1-1998.
5. The terms of the last settlement dated 6th December, 1994 arrived at under section 12(3) A of the I.D. Act, 1947 which is binding on both the parties for the existing and future employees will be implemented within 3 months of this settlement failing which demands of the 5 Federations will be referred to arbitration/adjudication under the I.D. Act, 1947.
6. The issues raised in the strike notices by the 5 Federations will be discussed and settled by 28th February, 2000 at the BWNC level.

After discussions, it was agreed that:

- (i) Instead of changing the rate and applicability of the CCA, Port Allowance will be given to the port workers at the following rates w.e.f. 1.1.1998:
  - (a) Calcutta (excluding Haldia), Chennai, Mumbai, JNPT Rs. 300/- p.m.
  - (b) Visakhapatnam, Cochin: Rs. 200/- p.m.
  - (c) Mormugao, Paradip, New Mangalore, Tuticorin, Kandla and Haldia: Rs. 100/- p.m.The CCA will stand abolished w.e.f. 1.1.1998 and the CCA so far paid at the earlier rate will be adjusted against the Port Allowance.
- (ii) The existing rates of HRA at the port, with enhancement in the existing ceiling limits to Rs. 2400, Rs. 2000, Rs. 1500 and Rs. 1000 in place of present Rs. 1200, Rs. 1000, Rs. 600 & Rs. 400 respectively as well as the HRA rates of the Govt. will be available to the workers. Every individual employee will have the option to choose either of these two.
- (iii) The unimplemented terms of the last settlement dated 6.12.1994 will be implemented locally by the parties within a period of three months failing which the disputed terms will be referred to the arbitrator/adjudicator for arbitration/adjudication within 6 months time under the ID Act 1947. The award will be binding on the parties.

## FOOD CORPORATION OF INDIA

- (iv) Regarding the demand for a 5 year settlement and applying the new HRA rates retrospectively from 1.1.1998, the Hon'ble Minister appreciated the concern of the Federations and assured them that he will take up these matters with full sympathy and strength at the appropriate level and he will make all efforts to get the issue resolved before 31st March, 2000.
- (v) The issues raised in the strike notices by the 5 Federations will be discussed and settled by 28th February, 2000 at the BWNC level.
- (vi) Regarding the issues raised by the management for further improving the productivity and efficiency in the ports the Federations agreed to refer item no. 1, 3 and 4 of MOST's letter no. LB-11011/20/97-L.I. dated 7.1.99 to an Adjudicator under the I.D. Act, 1947 for adjudication. The Adjudicator will take into account the local conditions of each port and other relevant factors and if need be, take the assistance of experts and also hear the views of the parties on report of the expert before giving his award. The award should be finalized within a period of six months, which will be binding on both the parties.
- (vii) No worker will be victimized on account of his participation in the strike.

Sd/-	sd/-
(S.R. Kulkarni) President (S.C.C. Anthoni Pillai) General Secretary <b>All India Port and Dock Workers Federation (HMS)</b> Dr. Shanti Patel, President S.K. Shetye, General Secretary  <b>All India Port and Dock Workers Federation - Workers (HMS)</b> M.M. Lawrence, President S. Chakraborty, General Secretary <b>Water Transport Workers Federation of India (CITU)</b>	Janaki Mukherjee, President G.Kalan, General Secretary <b>Indian National Port and Dock Workers Federation (INTUC)</b> V.V. Rama Rao, General Secretary V.K. Balakrishnan, Vice President <b>Port, Dock and Waterfront Workers Federation of India (AITUC)</b>  Sd/- N.K. Jawa Director (Labour) Ministry of Surface Transport

## FOOD CORPORATION OF INDIA

### HIGHLIGHTS OF THE WAGE SETTLEMENT FOR PORT AND DOCK WORKERS

A wage settlement with five National Federations representing workers in the major ports and Dock Labour Boards of the country was signed in New Delhi on 2nd August, 2000.

The Salient features of this settlement are as under:

- a) The settlement is for a period of 10 years from 1.1.1997 to 31.12.2006.
- b) It covers approximately 1 lakh port and dock labour board workers.
- c) It envisages an out-go of Rs. 280 crores approximately per year which represents an increase of about 35% in the existing wage bill.
- d) The settlement has been signed under Section 12(3) of the Industrial Disputes Act which makes it binding on all parties even if they are not signatories to the settlement.
- e) For the first time the period of settlement for the officer and workers will be co-terminus and will last for 10 years. The pay revision for officers was fixed for a 10 year period but labour had always opposed anything more than 5 years.
- f) In many ways this settlement is a path-breaking effort. It has several features that are unique and which appear for the first time in such settlements. Some of these features are listed below:
  - (i) For the first time in independent India a 10 year settlement has been signed in the port sector. This is a unique feature in the port sector world wide.
  - (ii) The advantage of this will be that for 10 years there will be industrial peace, at least on the main demands of the workers. This will leave ports free to concentrate on matters like modernization, improvement of equipment and increase in productivity.
  - (iii) While giving a fitment benefit of 27.5%, the agreement clearly indicates that all other allowances and benefits are frozen for a period of 10 years. Thus allowances like transport allowance, washing allowance, etc. will remain unchanged for a period of 10 years.
  - (iv) Traditionally, settlement in the port sector have been for five years. As a result, the out-go has to be negotiated afresh every five years. By keeping the period of settlement at 10 years, we avoid negotiating after 5 years and therefore, save the increased amount that would necessarily be given at each 5 year period.
  - (v) For the first time the settlement contains a concrete reference to improvement of productivity and rationalization of manning scales in ports. The proposal is that a formula for evolving uniform manning scales and securing increased productivity will be referred to an adjudicator whose decision will be binding on both Management and Labour.
  - (vi) The settlement has been signed by Unions and Federations representing different groups and ideologies across the political spectrum. It is important to note that even leftist trade union affiliated to CITu and AITUC, who have traditionally opposed longer settlement of 10 years, have been persuaded to sign this settlement.

## FOOD CORPORATION OF INDIA

**No. IR(L)/31(21)/2004**

**Dated: September 12,2005**

The Sr. Regional Manager,  
**Food Corporation of India,**  
Regional office (Punjab/Haryana),  
CHANDIGARH/PANCHKULA

**Sub: MOU signed with FCI Workers Palledar Union (Punjab & Haryana) and AITUC in respect of payment to labour working in the depots of FCI in Punjab & Haryana by replacing existing contractor with Workers Committee- reg.**

Sir,

The FCI Workers Palledar Union (Punjab), Workers Palledar Union (Haryana) and ALL India Trade Union Congress, New Delhi have been demanding conversion of FCI depots in Punjab and Haryana to Direct Payment System (DPS). After protracted discussions between the representatives of these Unions, FCI Management and the Ministry of CAF&PD, GOI, a Memorandum of Understanding has been arrived and signed on 23.08.2005 between the Management of FCI and these Unions. A copy of the said MOU is enclosed herewith which is self-explanatory. The Ministry of CAF&PD have given their directions of FCI vide their letter No. 19011/29/2004-FC-3 dated 6.9.2005 to take necessary action on the MOU accordingly.

You are, therefore, requested to take necessary action to implement the MOU by following the under mentioned steps in the interest of the Corporation.

- i) The lists of the depots of Punjab and Haryana supplied by the Unions stated to be under contract labour system and annexed with the MOU, may kindly be got verified and confirmed that the same are being run through the private contractors for doing handling operations at present. The MOU is required to be implemented only in respect of those owned depots given in the lists which are presently functioning under private contractor system for doing handling operations.
- ii) The above named concerned Labour Union will approach the SRM concerned for implementing the MOU. The representatives of the Labour Union may be advised to extend their cooperation in persuading the existing contractors in the listed depots to surrender their existing handling contractors in the listed depots to surrender their existing handling contract for the unexpired period to avoid litigation etc.
- iii) After receipt of consent of the existing contractor to surrender the handling contract for the unexpired period in respect of the depots in question a fresh formal contract in the same tender form shall be signed by SRM with the Concerned Workers Committee to carry out handling operations in the depot on the same rates and terms & conditions as in the case of existing contractor of the respective depot. The names of the Workers Committee of not less than 3 (three) workers, shall be nominated by the concerned Union, party to this MOU, out of the existing contract workers of the same depot.
- iv) As agreed in the MOU, the Workers Committee concerned shall comply with all legal and statutory requirements of the contractor including obtaining license from the competent

## FOOD CORPORATION OF INDIA

licensing authority in terms of CL (R&A) Act 1970 and the rules framed there under before commencement of work under the new contract.

- v) FCI being principal employer shall ensure compliance of various legal and statutory requirements by the Workers Committee, including remittance of contributions towards EPF with the concerned RPFC office regularly and without fail, as agreed in the MOU. The Workers Committee may be educated and advised to maintain their appropriate fund out of the remunerations which will be received from the FCI for the work done, so as to meet out the statutory and other requirements, like employer's contribution towards EPF and other facilities/benefits to be given to the workers concerned as per the contract which will be signed by the Workers Committee with the FCI.
- vi) The Workers Committee as new contractor, would prefer the bills for the work done. The remuneration against the bills of the 'Workers Committee' for the work done will be paid in the names of all the members of the 'Workers Committee' jointly and they will be responsible to disburse the payments to the workers concerned in the presence of FCI's representatives as is being done in the existing contractor.
- vii) All the necessary formalities as above, may be completed within a period of two months and compliance may be intimated to HQrs.

Yours Faithfully,

**(SUSHIL NAGPAL)**

**GENERAL MANAGER (IR-L)**

**Encl: Copy of MOU**

**Copy to:**

- 1.The Zonal Manager (North),FCI,ZONAL Office, Noida.
- 2.General Manager (S&C), FCI, HQrs., New Delhi.
- 3.Ms. Suchitra Goswami, Dy Secretary, GOI, Ministry of CAF&PD, New Delhi.
4. Shri D.L.Sachdev, Secretary,AITUC,24, Canning Lane, New Delhi-110001
- 5.The FCI Workers Palledar Union , Khanna (Punjab)
- 6.The FCI Workers Palledar Union, Tohana (Haryana).
- 7.Guard File

## FOOD CORPORATION OF INDIA

### **MEMORANDUM OF UNDERSTANDING ARRIVED AT ON 23.8.2005 BETWEEN THE MANAGEMENT OF FOOD CORPORATION OF INDIA (FCI) AND FCI WORKERS PALLEDAR UNION (KHANNA), FCI WORKERS PALLEDAR UNION (TOHANA) AND ALL INDIA TRADE UNION CONGRESS IN RESPECT OF PAYMENT TO LABOUR WORKING IN DEPOTS OF FCI IN PUNJAB AND HARYANA.**

1. FCI Workers Palledar Union (Punjab), FCI Workers Palledar Union (Haryana) and All India Trade Union Congress, New Delhi have been demanding conversion of FCI depots in Punjab and Haryana to Direct Payment System (DPS) and absorption of left over ex-contractor workers of 14 depots brought under DPS in Punjab in 1997.

The Hon'ble Minister of CAF&PD, GOI had convened several meetings to discuss this issue including the meeting on 23.06.2005 with the Hon'ble Minister of Labour, GOI.

In the meeting held on 20.07.2005 the Hon'ble Minister of CAF&PD, after hearing the views of the parties, desired that pending the outcome of the findings of the Committees appointed by the Central Advisory Contract Labour Board (CACLB), which is likely to take some more time, an interim arrangement may be worked out in which the existing contractor in FCI depots of Punjab & Haryana may be replaced and the contract for the handling work in the said depots be awarded to Workers Committees on the same rates, term & conditions, as of the existing contractors.

2. A meeting was held between FCI and the representatives of the FCI Workers Palledar Union (Punjab & Haryana) and All India Trade Union Congress on 21.07.2005, 01.08.2005 and 03.08.2005.

3. After discussion it was agreed as under -

3.1 An arrangement will be worked out for substitution of the existing contractor in each of the depots in Punjab and Haryana with the committee of not less than three workers (comprising of workers of the said depot), who will undertake the handling operations on the same rates and mutually agreed terms & conditions as are applicable in case of the existing contractor. The workers committee will be nominated by the Unions party to the MOU.

3.2 The lists of the depots of Punjab and Haryana supplied by the Union stated to be under contract labour system are annexed.

3.3 The Workers Committee shall sign a fresh contract in the same 'Form (MTF) with the authorized representatives of FCI to carry out handling operations in the depots on the same rates and mutually agreed terms & conditions as in the case of existing contractor.

3.4 The new contractor comprising of Workers Committee would prefer the bills for the work done and disburse the payment to the workers as is being done by the existing contractor.

3.5 The Workers Committee shall comply with all legal and statutory requirements of the contractor particularly in respect of obtaining a license from the competent Licensing Authority in terms of Contract Labour (R&A) Act, 1970 and Rules framed thereunder, before commencement of work under the contract, besides EPF etc.

3.6 The Union will cooperate in persuading the existing contractors in the listed depots to surrender their existing handling contract for the unexpired period to avoid litigation etc.

## FOOD CORPORATION OF INDIA

- 3.7 The above arrangement is being introduced purely as an interim measure. It is agreed that decision of Govt. of India on the recommendations of the Committees appointed by the CACLB for Punjab and Haryana FCI depots, will be implemented.
- 3.8 In order to further implement and regulate this MOU the concerned Workers Committee of the listed depots will enter into formal contract agreement with the SRM of FCI within a period of two months subject to completion of necessary formalities.
- 3.9 Although this MOU initially provides for signing of contract with the Workers Committee, it will be converted into a Workers Cooperative Society, at the earliest appropriate time.
4. Regarding the demand for absorption of left over ex-contractor labour in the 14 depots including Mansa depot of Punjab which were brought under DPS in 1997, it was agreed that FCI and the Unions will hold discussions separately.

Signed at New Delhi, this the 23rd day of August, 2005.

### SIGNATURE OF THE PARTIES

Representing Management		Representing Unions	
1.	Sd/- ED (C)	1.	Sd/-
2.	Sd/- GM (IR-L)	2.	Sd/- for FCI Workers Palledar Union (Khanna, Punjab)
3.	Sd/- DGM (IR-L)	3.	Sd/-
4.	Sd/- AGM (R-L)	4.	Sd/- For FCI Workers Palledar union (Tohana, Haryana)
		5.	Sd/- for All India Trade Union Congress, New Delhi
<b>Witness:</b>			
1.	Sd/-		
2.	Sd/-		

# FOOD CORPORATION OF INDIA

## LIST OF FCI DEPOTS IN PUNJAB

### ANNEXURE -A

S.No.	Name of the Depot	District
1	SANGHOL	Ludhiana
2	KHAMANO	"
3	RAIKOT	"
4	MALOUD	"
5	HATHOOR	"
6	SAHNEWAL	"
7	NACHHIWARA	"
8	BHATINDA	Bhatinda
9	TALWANDHI SAHBOO	"
10	BUDLADA	"
11	BARETA	"
12	MAHAL KALAN	Sangrur
13	TAPA	"
14	BHAWANI GARH	"
15	KHANOURI	"
16	CHINARTHAL	Patiala
17	SARHAND	"
18	MANDI GOBIND GARH	"
19	ROPAR	Ropar
20	KURALI	"
21	MORINDA	"
22.	CHAMKAUR SAHIB	"
23	KHARAR	"
24	NAUSEHARA PANUWA	Amritsar
25	PHAGWARA	Kapurthala
26	DODA	Faridkot
27	BARUWALA	"
28	BHAI BHAKTA	Bhatihda
29	RAMA	"
30	MAUR MANDI	"
31	BHIKHI	"
32	SANDOUR	Sangrur
33	MOONAK	"
34	DIRBA	"
35	BASSI PATHANA	Patiala
36	BHADSON	"
37	AMARGARH	Sangrur

## FOOD CORPORATION OF INDIA

### LIST OF FCI DEPOTS IN HARYANA

#### ANNEXURE -B

S.No.	Name of the Depot	District
1.	TOHANA	Hissar
2.	ELENABAD	"
3.	KALANWALI	"
4.	DABAWALI	"
5.	FETAHABAD	"
6.	BHATTU	"
7.	BARWALA	"
8.	ASANDH	Karnal
9.	PALWAL	Faridabad
10.	JAKHAL	Hissar
11.	RATIYA	"
12.	HANSI	"
13.	SHAHBAD	Ambala
14.	DHAND	Kaithal
15.	BHAWANI KHERA	Bhiwani

## FOOD CORPORATION OF INDIA

**No, IR(L)/31(10)/2006**

**Dated: 19th June, 2007**

Shri SarvjitSingh,  
General Manager (Region),  
**Food Corporation of India,**  
Regional Office (Punjab)  
CHANDIGARH

**Sub: MOU signed between FCI Management, Headquarters-and the FCI Workers Union in respect of payment to contract labour working in the specified depots in Punjab by replacing existing handling contractor with Workers Committee - reg.**

Sir,

Please find enclosed in original the 'Memorandum of Understanding' arrived and signed on 1st June 2007 between the Management of FCI at headquarters and the representatives of Food Corporation of India Workers union, which is self-explanatory on the subject cited above.

You are requested to take necessary action to implement the MOU in letter & spirit. The 8 depots of Punjab given in Annexure 'D' of the MOU for awarding handling contract to the 'Contract Workers Committees' may kindly be got verified and confirmed that the same are being run through the private contractors for doing handling operations at present.

You are requested to ensure that FCI being 'principal employer' shall ensure compliance of various legal and statutory requirements by the 'Contract Workers Committee', including remittance of contributions towards EPF with the concerned RPFC office regularly and without fail, as agreed in the MOU. The 'Contract Workers Committee' may be educated and advised to maintain their appropriate fund out of the remunerations which will be received from the FCI for the work done, so as to meet out the statutory and other requirements like employer's contribution towards EPF and other facilities/benefits to be given to the workers concerned as per the contract which will be signed by the 'Contract Workers Committee' with the FCI.

The 'Contract Workers Committee', as new contractor, would prefer the bills for the work done. The remuneration against the bills of the 'Contract Workers Committee' for the work done will be paid in the names of all the members of the 'Contract Workers Committee' jointly and they all will be responsible to disburse the eligible payments to the workers concerned in the presence of FCI's representative as is being done in the case of existing contractor.

All the necessary formalities, as above, may be completed immediately and compliance may be intimated to HQrs.

Yours faithfully,

**(J.P. Gupta)**

**Dy. General Manager (IR-L)**

## FOOD CORPORATION OF INDIA

[File No. IR(L)/31(10)/2006 ]

### **MEMORANDUM OF UNDERSTANDING ARRIVED AT ON 1st JUNE, 2007 BETWEEN THE MANAGEMENT OF FOOD CORPORATION OF INDIA (FCI) AND THE FCI WORKERS UNION IN RESPECT OF PAYMENT TO CONTRACT LABOUR THROUGH 'WORKERS COMMITTEE' INSTEAD OF 'CONTRACTOR' IN DEPOTS OF FCI IN PUNJAB.**

1. Consequent upon arriving at an MOU on 23.08.2005 between the Management of FCI and the FCI Workers Palledar Union (Punjab / Haryana) / AITUC in respect of payment to labour working under contract system through 'Workers Committee' in the depots of FCI in Punjab, the FCI Workers Union submitted list of 24 more depots of Punjab (Annexure 'A') claiming that their Union has got majority representation amongst the existing contract labour in these depots and that the contract for handling operations in these depots may be awarded to their 'Workers Committees' on the rates, terms & conditions of the existing contractors, as done in case of FCI Workers Palledar Union, Punjab.
  - 1.1 On confirmation about affiliation of existing contract workers with FCI Workers Union in the said 24 depots of Punjab, it was found that in 16 depots of Punjab (Annexure 'B') the affiliation of majority of existing contract labourers has been with FCI Workers Union.
  - 1.2 It was further found that out of said 16 depots of Annexure 'B', the 8 depots of Punjab (Annexure C) are already covered by the MOU signed with FCI Workers Palledar Union / AITUC for awarding handling contract to 'Workers Committees' in place of private contractors. In remaining 8 depots of Punjab (Annexure 'D') out of said 16 depots, it has been confirmed that the affiliation of the majority of the existing contract workers has been with FCI Workers Union.
  - 1.3 As reported by Regional Office (Punjab), in remaining 8 depots (Annexure 'E') either the affiliation of majority of existing contract workers is not with FCI Workers Union or FCI has no capacity for storage in these places.
2. After discussions it was agreed that;
  - 2.1 An arrangement will be made for substitution of the existing contractor in each of the identified 8 depots of Punjab (Annexure 'D') with the committee of not less than three contract workers out of the existing contract workers of the concerned depot, in short known as 'Contract Workers Committee' who will undertake the handling operations on the same rates, terms & conditions as are applicable in case of the existing contractor'. Such 'Contract Workers Committee' will be nominated by the Union party to this MOU and the role of the Union shall be recommendatory. The Contract Workers Committee nominated by the Union shall obtain license under the CL (R&A) Act 1970 before commencement of the work. The Contract Workers Committee shall give an undertaking at the time of signing the contract that they will abide by and comply with all the requirements and obligations prescribed by the Welfare Legislations.
  - 2.2 The 'Contract Workers Committee' nominated by them will be responsible to protect the eligible wages, benefits & welfare of those existing contract workers also who are even not affiliated with the FCI Workers Union. The 'Contract Workers Committee' shall be responsible to

## FOOD CORPORATION OF INDIA

- maintain harmonious industrial relations with all the existing contract workers of the depots irrespective of their affiliation with any union.
- 2.3 The nominated Contract Workers Committee shall sign a fresh contract in the prescribed 'Form' (MTF) with the authorized representatives of FCI to carry out handling operations in the depots (Annexure 'D') on the same rates, terms & conditions as in the case of existing contractor.
- 2.4 The 'Contract Workers Committee' will be treated for all legal and practical purposes as persons doing business as partners as contractor for the purpose of the contract. The 'Workers Committee' shall fulfill their contractual liabilities as per the contract agreement even if there is any dispute among the union and workers during the currency of contract period in any manner whatsoever.
- 2.5 The new contractor known as 'Contract Workers Committee' would prefer the bills for the work done and shall be responsible to disburse the payments etc. to the eligible contract workers in the presence of concerned Manager (Depot). The Corporation will withhold the amount equivalent to the statutory obligations to be discharged by the 'Contract Workers Committee' which will be released only after submission of documentary evidence with regard to its deposits.
- 2.6 The 'Contract Workers Committee' shall comply with all legal and statutory requirements of the contract and the contractor particularly in respect of obtaining a license from the competent Licensing Authority in terms of Contract Labour (R&A) Act, 1970 and Rules framed there under and the provisions of Service Tax either before commencement of work or at least at the time of signing MTF under the contract, besides deposition of employee's & employer's contribution towards EPF etc. with the concerned authorities regularly and without fail with due intimation and documentary proof to be submitted to the FCI at the appropriate time.
- 2.7 The 'Contract Workers Committee' will function purely as a contractor and will have all the rights and liabilities of a contractor. The Corporation will not have any direct administrative or disciplinary control over the labourers engaged by the 'Contract Workers Committee'. The Corporation shall reserve the right to appoint a regular contractor if the 'Contract Workers Committee' fails to execute the contract or unable to discharge the contractual obligations for a period of one month continuously by abolishing the 'Contract Workers Committee'.
- 2.8 The Union will cooperate in persuading the existing contractors at the listed depots (Annexure 'D') to surrender their existing handling contract for the unexpired period so as to avoid litigation etc. from the existing contractor. In order to avoid any legal complication at a later stage, the 'Contract Workers Committee' shall furnish complete bio-data with photographs, date of birth etc. of the workers duly verified by the existing contractor, Contract Workers Committee along with a declaration that all the workers of the existing contractor only have been taken by the 'Contract Workers Committee'. As & when the hired godown is de-hired or notice of de-hiring is given to godown owner by FCI, then the Workers 'Committee will come to an end at the time of de-hiring of the godown or at the end of the notice period, whichever will be

## FOOD CORPORATION OF INDIA

later. The Contract Workers Committee shall give an undertaking to this effect at the time of signing the contract.

- 2.9 The above arrangement is introduced purely as an interim measure at the identified depots, till the Committees appointed by the CACLB of the Ministry of Labour on abolition of contract labour system in Punjab depots, will submit its report to the Government.
- 2.10 The agreed system of 'Contract Workers Committee' will be converted into a Workers Cooperative Society, at the appropriate time by the existing contract workers.
3. It is agreed that the demand of FCI Workers Union for awarding handling contract to their 'Contract Workers Committees' in those 8 depots of Punjab (Annexure 'C') which are already covered by the MOU signed with FCI Workers Palledar Union / AITUC for awarding handling contract to 'Contract Workers Committees' in place of private contractors and in which the affiliation of majority of existing contract workers has been confirmed with FCI Workers Union by the field offices of FCI, the matter will be taken up with the Ministry of CAF&PD on priority basis for their approval under intimation to FCI Workers Palledar Union / AITUC, for issuing administrative instructions by FCI for awarding handling contract in these depots to the 'Contract Workers Committees' nominated by the FCI Workers Union instead of FCI Workers Palledar Union / AITUC.

Signed at New Delhi, this the 1st day of JUNE, 2007.

<b>Representing FCI Management</b>	<b>Representing FCI Workers union</b>
1. (MAHBOOB ALI) Executive Director (G) (D.K.DHAWAN) General Manager (IR-L)	1. (H.K.SHARMA) Asst. Secretary (KHUSHI MOHAMAD) Asst. Secretary
	<b>P.K. NAYAK</b> ORG.SECRETARY
<b>Witness:</b>	
J.P. Gupta Dy. Genl. Manager Anil Kapoor Asstt. Genl. Manager (IR-L)	Ashok Kumar Org. Secretary Shivdani Prasad

# FOOD CORPORATION OF INDIA

## ANNEXURE-A

### LIST OF DEPOTS IN PUNJAB (Submitted by FCI workers union)

Sl. No	Depot	Sl.No	Depot
1.	Sanghol	13	Garh Shankar
2.	Raikot	14.	Machiwara
3.	Budlada	15.	Nasrala
4.	Bareta	16.	Hoshiarpur
5.	Bhiwani Garh	17.	Bhagsar
6.	Khannaauri	18.	Badni Kalan
7.	Nausehra Panwa	19.	Bariwala
8.	Phagwara	20.	Dhilwan (No capacity)
9.	Doda	21.	Apra
10.	Bhikhni	22.	Talwandi Saboo
11.	Bassi Pathana	23.	Bhogpur
12.	Bhadson (No Capacity)	24.	Sadiq

## ANNEXURE 'B'

### LIST OF DEPOTS IN PUNJAB (Affiliation of majority of existing contract labourers is with FCIWU)

Sl. No	Depot	Sl. No	Depot
1	Budlada	9.	Nasrala
2	Bareta	10	Hoshiarpur
3.	Bhawani garh	11.	Bhagsar
4.	Nausehra	12.	Badni Kalan
5.	Bhikhi	13.	Bariwala
6.	Bassi Pathana	14.	Apra
7.	Garh Shankar	15.	Bhogpur
8.	Machiwara	16.	Sadiq

# FOOD CORPORATION OF INDIA

## ANNEXURE 'C'

### LIST OF DEPOTS IN PUNJAB

(Already covered by the MOU signed with FCI Workers Palledar Union AITUC)

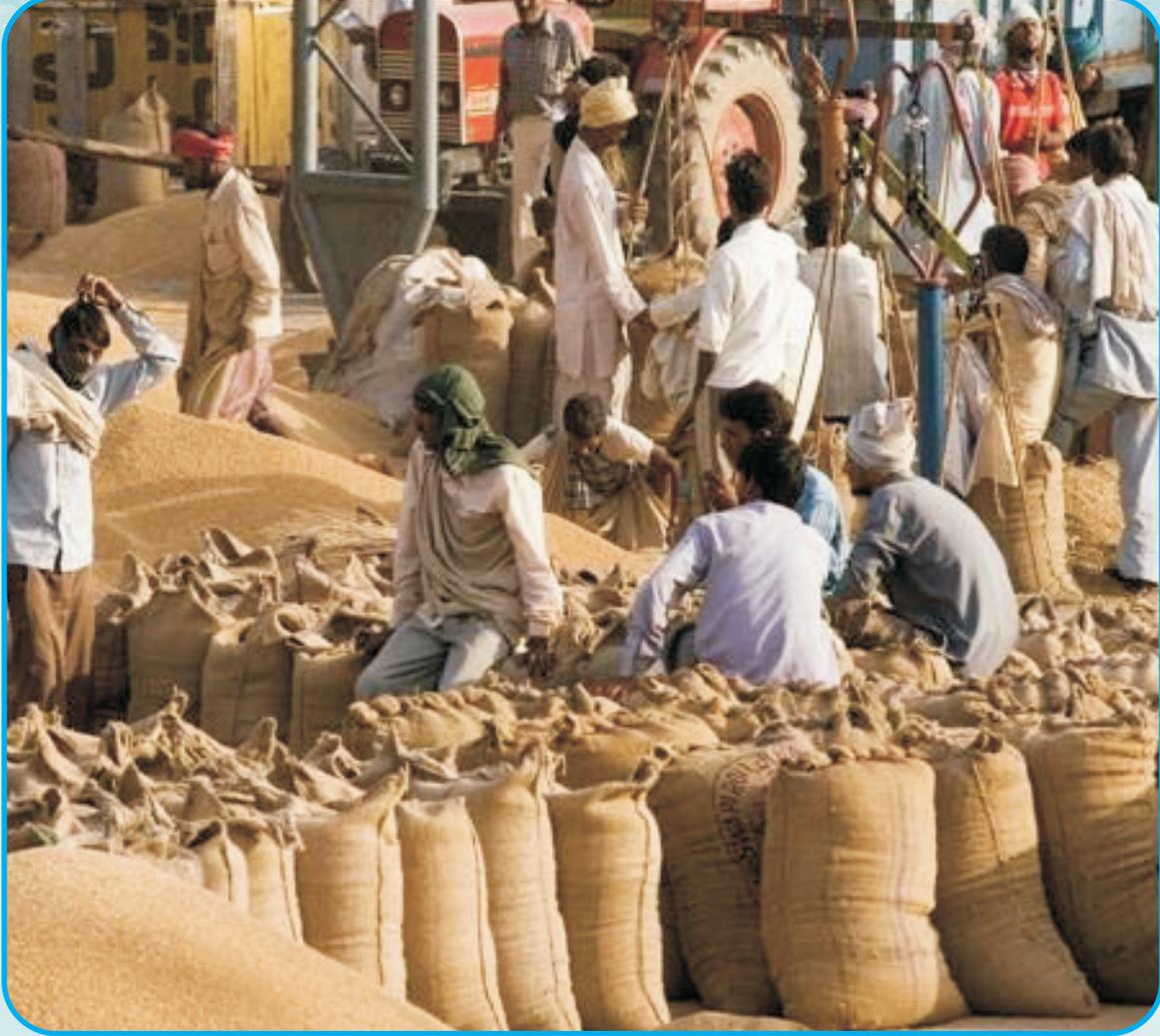
Sl. No	Depot	Sl. No	Depot
1.	Budhlada	5.	Bhikhi
2.	Bareta	6.	Bassi Pathana
3.	Bhawani Garh	7.	Machhiwara
4.	Naushera Panwa	8.	Bariwala

## ANNEXURE 'D'

### LIST OF DEPOTS IN PUNJAB

(Clear for awarding handing contract to Contact Workers Committee nominated by FCI Workers Union)

Sl.No.	Depot	Sl.No.	Depot
1.	Garh Shankar	5.	Badni kalan
2.	Nasrala	6.	Apra
3.	Hoshiarpur	7.	Bhogpur
4.	Bhagsar	8.	Sadiq



**भारतीय  
खाद्य  
निगम**



**FOOD  
CORPORATION  
OF INDIA**

**ISO 9001: 2000 CERTIFIED**

खाद्य सदन, 16-20 बाराखम्बा लेन, नई दिल्ली-110 001

Khadya Sadan, 16-20, Barakhamba Lane, New Delhi-110 001