

RTI REQUEST DETAILS			
Registration No. :	CSLTD/R/E/20/00056	Date of Receipt :	24/11/2020
Type of Receipt :	Online Receipt	Language of Request :	English
Name :		Gender :	
Address :			
State :		Country :	
Phone No. :		Mobile No. :	
Email :			
Status(Rural/Urban) :	-----	Education Status :	
Is Requester Below Poverty Line ? :	No	Citizenship Status	Indian
Amount Paid :	10)	Mode of Payment	Payment Gateway
Does it concern the life or Liberty of a Person ? :	No(Normal)	Request Pertains to :	
Information Sought :	1) csl workmen wages settlement agreement 2) CSL workmen bonus rules and how to paid ??		
	<input type="button" value="Print"/> <input type="button" value="Save"/> <input type="button" value="Close"/>		

कोचीन शिपयार्ड लिमिटेड

(भारत सरकार की श्रेणी-1 मिनिरात कंपनी, पोत परिवहन मंत्रालय)

SEC/50/2020-II



COCHIN SHIPYARD LIMITED

(A Government of India Category-1 Miniratna Company, Ministry of Shipping)

December 10, 2020

Sub: Information Under Right to Information Act

Dear Sir,

1. Please refer your RTI request no. CSLTD/R/E/20/00056 dated November 24, 2020. The information sought under the said request is given below ad seriatim.

- (i) A copy of the CSL Workmen Wages Settlement Agreement is placed at **Annexure I**.
- (ii) A copy of the CSL Workmen Bonus Settlement Agreement is placed at **Annexure II**. The Bonus amount is paid to the bank account (salary account) of workmen in CSL.

2. If you are not satisfied with the above reply, you may prefer an appeal within 30 days from the date of receipt of this letter to Shri Suresh Babu N V, Director (Operations) & Appellate Authority, Cochin Shipyard Limited, Administrative Building, Cochin Shipyard Premises, Perumanoor, Kochi – 682 015.

Thanking You,

Yours faithfully,



[Signature]

K J Ramesh

Central Public Information Officer



पंजीकृत कार्यालय : प्रशासनिक भवन, पी.ओ.बैग सं 1653, परुमानूर पी. ओ., कोच्ची - 682 015
Registered Office : Administrative Building, P.O. Bag No. 1653, Perumanoor P.O., Kochi - 682 015
फोन / Phone : +91(484) 2361181 / 2501200 फाक्स / Fax : +91 (484) 2370897 / 2383902
वेबसाइट / Website : www.cochinshipyard.com, सीआईएन / CIN: L63032KL1972GOI002414

FORM H

**MEMORANDUM OF SETTLEMENT ENTERED INTO BETWEEN THE MANAGEMENT
OF M/s. COCHIN SHIPYARD LTD, KOCCHI - 682015 AND ITS WORKMEN
REPRESENTED BY COCHIN SHIPYARD EMPLOYEES ORGANISATION (INTUC), COCHIN SHIPYARD
EMPLOYEES FEDERATION (CITU), COCHIN SHIPYARD EMPLOYEES UNION, SHIPYARD EMPLOYEES
SANGH(BMS) UNDER SECTION 12 (3) OF INDUSTRIAL
DISPUTES ACT 1947 BEFORE THE DY. CHIEF LABOUR COMMISSIONER (C), COCHIN OVER THE ISSUE
OF LONG TERM WAGE SETTLEMENT FOR THE PERIOD 01.04.2017 TO 31.03.2027 ON 18TH JUNE 2019.**

No.8(29,30,31&32)/2019/B6

18th June 2019**PRESENT****Representing Management**

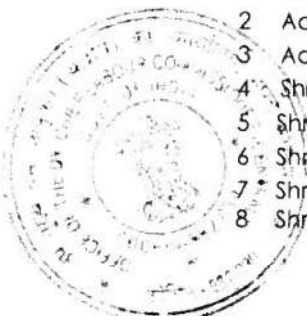
- | | |
|--------------------------|---|
| 1. Shri Madhu S Nair | Chairman & Managing Director |
| 2. Shri D Paul Ranjan | Director (Finance) |
| 3. Shri N V Suresh Babu | Director (Operations) |
| 4. Shri Bejoy Bhasker | Director (Technical) |
| 5. Shri K J Ramesh | Chief General Manager (Human Resources & Training) |
| 6. Shri M Murugaiah | Chief General Manager (Technical) |
| 7. Shri K N Sreejith | Chief General Manager (Ship Repair) |
| 8. Shri A V Suresh Kumar | General Manager (Ship Building, SBOC/S&C) |
| 9. Shri V J Jose | General Manager (Finance) |
| 10. Shri A K Subash | Deputy General Manager (Personnel & Administration) |
| 11. Shri K K Subramanian | Assistant General Manager (Human Resources) |

Representing CSL Workmen**A Cochin Shipyards Employees Organisation (INTUC)**

None Attended

B Cochin Shipyards Employees Federation (CITU)

- | | |
|----------------------|----------------------|
| 1 Adv. P Rajeev | - President |
| 2 Adv. M Anilkumar | - General Secretary |
| 3 Adv. N Satheesh | - Working President |
| 4 Shri Aniju P | 3462 Secretary |
| 5 Shri Prabhakaran A | 3131 Vice President |
| 6 Shri Vineeth V R | 3643 Joint Secretary |
| 7 Shri Ratheesh M | 4000 Joint Secretary |
| 8 Shri Xavier C C | 3733 Treasurer |



Aniju P
CSEF (CITU)



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C Cochin Shipyard Employees Union

1	Shri N K Premachandran	M.F.	President
2	Shri Kishore A K	-	General Secretary
3	Shri Baburajan O C	2842	Vice President
4	Shri Joseph Viju	4119	Vice President
5	Shri Surendran V N	2945	Joint Secretary
6	Shri Thasleekh T K	3528	Joint Secretary
7	Shri Renju P K	3801	Treasurer

D Shipyard Employees Sangh (BMS)

1	Shri Unnikrishnan Unnithan C		President
2	Shri Madhukumar K V		General Secretary
3	Shri Rajeev T S	3690	Working President
4	Shri Sasikumar K N	3269	Vice President
5	Shri Sudeep C	3859	Vice President
6	Shri Shibu S O	3350	Joint Secretary
7	Shri Retheesh S	3554	Joint Secretary
8	Shri Liju M	3693	Treasurer

A. SHORT RECITAL OF THE CASE

1.0 The Long Term Settlement (LTS) between M/s Cochin Shipyard Ltd, hereinafter referred as CSL, and its permanent workmen, hereinafter referred as CSL Workmen, dated 31st March 2010 regarding wages, allowances, service matters of CSL Workmen and the requirements of CSL expired on 31st March 2017. The recognized Trade Unions in CSL representing CSL Workmen viz. 1) Cochin Shipyard Employees Organisation (CSEO) 2) Cochin Shipyard Employees Federation (CSEF), 3) Cochin Shipyard Employees Union (CSEU) and 4) Shipyard Employees Sangh (SES), submitted their individual 'Charter of Demands' separately to Cochin Shipyard Ltd., for revision of wages, allowances, fringe benefits and other conditions of service of the CSL Workmen vide their following letters:

- a) CSEO : Letter dated 03.04.2017
b) CSEF : Letter dated 31.03.2017
c) CSEU : Letter dated 25.05.2017
d) SES : Letter dated 16.05.2017



Later, as per the request of CSL, all the above Unions submitted their joint 'Charter of Demands' vide their letters dated 19.06.2018.

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CSEF (CITU)*



*GRY
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- 3.0 The Department of Public Enterprise, Government of India vide DPE O.M. No.W-02/0015/2016-DPE (WC-GL-XIV/17 dated 24-11-2017 issued it's Guidelines for the eighth round of wage negotiations.
- 4.0 The Guidelines issued by DPE inter-alia stipulate that:
- 4.1 Management of CPSEs would be free to negotiate wage revision for their Workmen keeping in view of the affordability and financial sustainability of such wage revision.
 - 4.2 The Government will not provide budgetary support for the wage increase
 - 4.3 Wage revision shall be subject to the condition that there shall be no increase in labour cost per physical unit of output.
 - 4.4 The negotiated Scales of pay do not exceed the existing scales of pay of Officers & Non-unionised Supervisors of respective CPSEs.
 - 4.5 The CPSEs would implement negotiated wages after confirming with their Administrative Ministry/Department that the wage settlement is in conformity with approved parameters.
- 5.0 The period of LTS applicable to those CPSEs following 10 years period, stated in the said OM of DPE is 10 years.
- 6.0 Forty four (44) rounds of discussions were held between CSL and CSL Workmen at different levels on different dates.
- 7.0 After protracted discussions, CSL and CSL Workmen arrived at an agreement in the meeting held at the level of C&MD, CSL and Senior Office Bearers of the negotiating trade unions on 13th February 2019. However the Memorandum of Agreement (MoA) was signed on 28th March 2019 by only three of the recognised trade unions namely CSEF, CSEU & SES. One union namely CSEO did not sign the MoA.
- 8.0 The Dy.Chief Labour & Conciliation Officer, Cochin, conveyed a joint discussion / conciliation conference of the concerned parties on 12th June 2019 at the Office of the Dy. Chief Labour Commissioner, Kendriya Shram Sadan, Kakkanad to discuss the terms of the Memorandum of agreement referred above. Representatives of Management of Cochin Shipyard Limited, Cochin Shipyard Employees Organisation, Cochin Shipyard Employees Federation, Cochin Shipyard Employees Union and Shipyard Employees Sangh attended the conciliation meeting held on 12th June 2019. After protracted discussions the Dy. Chief Labour Commissioner (Central) informed all the concerned parties to attend the conciliation conference scheduled on 18th June 2019, 10 am at Cochin Shipyard Ltd, Kochi.
- 9.0 In spite of the advise given by the Dy. Chief Labour & Conciliation Officer to attend and be a party to the MoS, the CSEO did not turn up for this meeting on 18th June 2019. As one of the recognised Trade Unions did not turn up for signing the agreement, the management of CSL wanted to include an undertaking that was to be obtained from individual employees to the effect that he/she shall agree to the terms of the MoS for availing the benefits enumerated therein. The management explained that such an undertaking is not intended to undermine the importance or authority of the Trade Unions and only to ensure that future negotiations are fully participated by all the



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recognised trade unions, with a view to ensure harmonious and congenial industrial relations in CSL. The matter was deliberated in detail during the pre-lunch session. However the trade union leaders present in the meeting have expressed their strong reservations on the same and wanted the undertaking to be deleted from the agreement. During the discussions the Unions however agreed that they would be committed to the effective and total participation in future discussions/ negotiations. After considering the views expressed by management as well as the trade unions, Dy.Chief Labour and Conciliation Officer (Central) advised the management to dispense with the undertaking so as to arrive at an amicable settlement the same day.

Accordingly, during the post lunch session, the matter was further deliberated and CSL management agreed to delete the undertaking from the terms of the settlement.

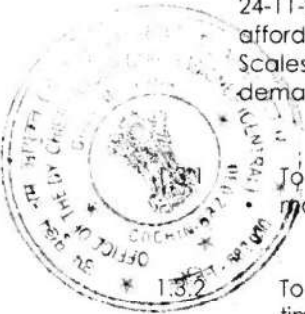
Further after giving reasonable and fair opportunity to all the parties the following settlement was reached between the Unions representing majority of workmen (except CSEO) and the Management in full and final settlement of all issues and demands raised by the Unions, which is fair and reasonable.

B.TERMS OF AGREEMENT

- 1.1 Recognizing the rights, privileges, duties and responsibilities of both CSL and CSL Workmen in the current sluggish international shipping industry scenario calling for collective and concerted efforts to meet the business challenges towards economic survival, sustained profitability and continued growth, both the parties hereby agree the following:-
- 1.2 The CSL Workmen shall extend wholehearted support, tangible co-operation and take conscious efforts towards achieving the physical and fiscal targets contained in the periodic Memorandum of Understanding entered between CSL and Government of India. The CSL Workmen shall give optimum daily output in their respective areas of work with a view to increase CSL's competitiveness in shipbuilding, ship repair and in all other revenue streams to international market standards.
- 1.3 CSL Workmen are fully aware that as a result of the increase in the wages and allowances on account of the implementation of this Memorandum of Settlement, the wage bill of CSL is sure to shoot up substantially and that CSL has to comply with the conditions stipulated under the DPE OM No.W-02/0015/2016-DPE(WC-GL-XIV/17 dated 24-11-2017 particularly relating to the control on the unit cost of production and affordability factor. Reciprocal to this substantial increase and improvements of Pay Scales, benefits and other service conditions and being conscious of the consequential demands cast on the Company, the CSL Workmen agree:

To improve time on task by maximum utilisation of man hours and without wasting manpower for non-productive purposes.

To report attendance for duty punctually at the respective shift commencement timings after recording the same at the bio-metric attendance recording system and



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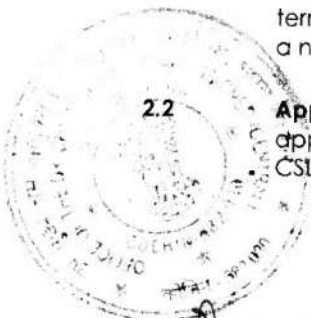
also to replace the existing manual site register attendance practice with bio-metric electronic duty attendance recording system at their respective work areas.

- 1.3.3 To carry out tasks with self-discipline and multi tasks thus reducing job-manning levels.
- 1.3.4 To carry out multi trade operations, if situations so demand without any additional monitory or other consideration.
- 1.3.5 To commit to the standards prescribed under IMS Certification particularly relating to quality, systems adherence, eco-friendly measures, social responsibility, house-keeping, international safety and security practices etc.
- 1.3.6 To adhere to all security and housekeeping instructions of CSL in compliance with ISPS Code and or Security Surveillance Agencies directions, particularly relating access control, un-authorised or unwanted internal movements of personnel, orderly parking of all personal vehicles at the earmarked areas inside the Company premises.
- 1.3.7 To clean by themselves, their work stations, working areas, eating places including removal of self used plates at the canteen, shelter rooms etc in the interest of best housekeeping practices.
- 1.3.8 To upgrade technological skills continuously without hesitation and resistance especially new job techniques, flexibility in work practices, adoption of legally permitted industry practices like out-sourcing, sub-contract system, project and fixed term based employment and optimum utilization of information technology.
- 1.3.9 To correct the restrictive and non-productive practices or tendencies, if any, prevailing among the CSL Workmen.

2.0 Effective date and operation of the Settlement

- 2.1 **Period of Settlement :** The period of Settlement to be arrived based on this MoS is from 01.04.2017 to 31.03.2027. Notwithstanding the expiry of the period of the Settlement it shall continue to be binding thereafter unless and until the same is terminated by giving due notice as provided in the Industrial Disputes Act 1947 and a new LTS is arrived at.

- 2.2 **Applicability of Settlement:** The Settlement to be made based on this MoS shall be applicable to all those permanent CSL Workmen who were on the permanent rolls of CSL as on 01.04.2017 and onwards.



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2.3 **Scales of Pay and Fitment:** CSL Workmen in the existing pay scales as on 31st March 2017 will be given the revised Pay Scales as in **Annexure-I** to this Memorandum of Settlement. With the revised scales, it is expected that CSL Workmen may not get stagnated in the scales of pay. However, if it becomes necessary, stagnation increments will be granted as follows: In case of a workman reaches the maximum of the pay scale, he will be allowed to draw a stagnation increment, one after every two years up to a maximum of three such increments provided the workman gets a performance grading of Good or above during the relevant year.

2.4 **Fitment Method**

2.4.1 The fitment method in respect of CSL Workmen who were on the permanent rolls of the Company as on 31st March 2017 and who continue to be in the services of the Company as on the date of signing the MoS would be as detailed hereunder:

2.4.2 Basic Pay as on 31st March 2017

+

2.4.3 Variable DA @ 119.5% of Basic Pay as on 31st March 2017

+

2.4.4 Fitment Benefit @ 15% of sum of 2.4.2 and 2.4.3 above

+

2.4.5 Fixed Dearness Allowance (FDA), if any, as on 31.03.2017

The total amount of all the above so arrived at shall be rounded to next Rs 10/- and placed at the corresponding revised Pay Scale to form the revised basic pay of the concerned workman as on 01st April 2017.

2.4.6 The above fitment formula and revised pay scales shall be applicable to those CSL Workmen who retired from the services of the Company or died while in service on or after 01-04-2017.

2.4.7 With the merger of FDA into the basic pay of CSL Workmen, the former shall cease to exist with effect from the implementation of the revised basic pay.

2.4.8 In respect of workmen who joined CSL services on or after 01.04.2017 and are in service on the date of signing the MoS, their basic pay will be fixed at the minimum of the respective revised scales of pay with effect from the date of their appointment.



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3.0 Variable Dearness Allowance

- 3.1 100% DA neutralization would be linked to AICPI 277.33 as on 31st March 2017 (Base 2001 = 100) and shall be revised quarterly (i.e. on 1st April, 1st July, 1st October & 1st January every year) based on the increase/decrease in the quarterly average of AICPI for the quarters December-February, March-May, June-August and September-November respectively, over AICPI 277.33 (Base 2001 = 100). First instalment of revised DA would become due on 01-04-2017 as per Government of India order on VDA applicable to industrial workers. Other provisions for payment of DA shall remain unchanged. Revised DA rates w.e.f. 01st April 2017 would be as per **Annexure - II**

4.0 Annual Increment

- 4.1 Annual Increment @ 3% of the running Basic Pay of the concerned workman will be allowed and added on to the running Basic Pay rounded off to the next Rs 10/- on the first of the subsequent month in which the concerned workman completes one year of attendance including his / her authorized leaves, Company holidays, legal strike, lock out and lay off.

5.0 Special Pay

- 5.1 An amount of Rs 1000/- pm will be given to all CSL Workmen on the permanent rolls of CSL as on 31.03.2017 as Special Pay. This special pay shall not be considered for calculation of any other allowances or benefits except for HRA, VDA, EPF contribution and Gratuity.

6.0 Special Dispensation Pay

- 6.1 For CSL Workmen who joined CSL permanent employment during the period between 01.04.2007 and 31.03.2017, an amount ranging from Rs 150/- to Rs 1500/- depending on the year of their joining CSL permanent service will be paid along with the salary as per the following table:

Sl No	Year of Joining CSL Service	Amount of Special Dispensation Pay (Rs)
1	2007 & 2008 (From 01.04.2007)	1500
2	2009	1350
3	2010	1200
4	2011	1050
5	2012	900
6	2013	750
7	2014	600
8	2015	450
9	2016	300
10	2017 (Up to 31.03.2017)	150



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7.0 House Rent Allowance (HRA)

- 7.1 HRA will continue to be regulated and paid as per Government of India guidelines as applicable to employees of CPSE's which at present is as under:

CLASSIFICATION OF CITIES	RATE OF HRA
X-Class (Population of 50 Lakh and above)	24% of Basic Pay
Y-Class (Population of 5 Lakh to 50 Lakh and above)	16% of Basic Pay
Z-Class (Population below 5 Lakh)	8% of Basic Pay

Rate of HRA will be revised to 27%, 18% & 9% for X,Y and Z class cities respectively when VDA crosses 25% and further revised to 30%, 20% and 10% when VDA crosses 50%.

8.0 House Rent Recovery

- 8.1 In respect of CSL Workmen who have been provided with CSL accommodation the House Rent Recovery per month will be as under:

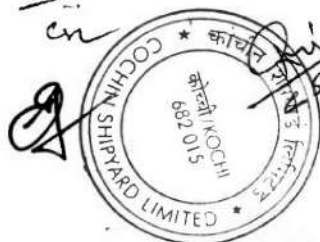
Sl No	Type of House	Existing (Rs)	Revised (Rs)
1	Single Room	95.00	95.00
2	Double Room	185.00	185.00
3	Modified Double Room	375.00	375.00
4	Post-2017 constructed flats	NA	5% of Basic Pay limited to Rs 1500/-

Service Weightage

Service weightage as per the following rates will be given to those CSL Workmen who were on the rolls of the Company as on 31 March 2017. This will be paid as a monthly fixed amount as calculated below during the currency of the MoS and as long as the recipient continues to be a workman. Service weightage amount as per this MoS will be reckoned for computation of Gratuity only. In the case of those CSL Workmen who retired from service during the period between 01-04-2017 till the date



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of signing this MoS, revised service weightage applicable to them shall be notionally reckoned for the purpose of computation of their Gratuity.

Sl No	Service Period* (For completed year of service as on 31.03.2017)	Existing (Rs)	Revised (Rs)
1	Up to 10 years	10.00	15.00
2	11 years to 15 years	14.00	20.00
3	16 years to 20 years	18.00	25.00
4	21 years to 25 years	22.00	30.00
5	More than 25 years	25.00	35.00

* Six months and above will be reckoned as a full year and less than six months will be ignored.

10.0 Conveyance Allowance (Local Travel Expenses)

- 10.1 The present provision for different rates of Transport Allowance/Conveyance Allowance for different mode of conveyance will be replaced with a common Conveyance Allowance (Local Travel Expenses) regardless of the type and mode of conveyance to be given to all permanent CSL Workmen. The rate of the said common Conveyance Allowance will be Rs 2400/-per month.
- 10.2 Special Conveyance Allowance shall be given to permanent CSL Workmen in the category of Persons with Benchmark Disability (PwBD) at double the normal rate of common conveyance allowance. (Rs 2400/- X 2 = Rs 4,800/- per month)
- 10.3 This allowance will apply in full to workmen who do not have loss of pay in the relevant salary month. In case of workmen with loss of pay, the amount will be proportionately reduced.

11.0 Working Dress Maintenance Allowance

The washing allowance now being paid at the rate of Rs 130.00 pm shall be replaced with 'working dress maintenance allowance' @ Rs 500.00 per month. This allowance shall apply only to those workmen who are required to use company approved working dress for their work.



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12.0 Shift Allowance

- 12.1 The Shift Allowance now being paid to the CSL Workmen whose shift commences at 0000 hours (mid night) will be revised from Rs 40/- per shift to Rs 80/- per shift.
- 12.2 In the case of other shifts, which extend beyond 2200 hours from any period up to 0500 hours, the shift allowance would be revised from Rs 20/- per shift to Rs 40/- per shift
- 12.3 In the case of workman engaged on overtime after his normal shift including working arrangement, shift allowance @ Rs 40/- per shift will be admissible only if he works on overtime for a full shift and the period of such shift extends beyond 2200 hours.

13.0 Cycling Allowance

- 13.1 Cycling allowance will be revised from Rs 65/- to Rs 130/- per month as per the existing terms and conditions.

14.0 Stitching Charges

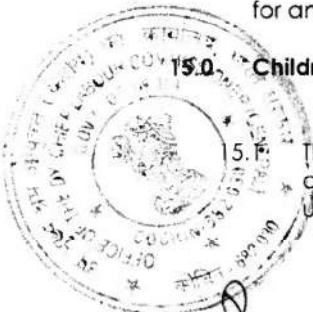
The stitching charges now being paid to the CSL Workmen who are eligible for uniform/working dress will be revised as under:

Sl No	Items	Existing(Rs)	Revised (Rs)
1	Pants & Shirt	265.00	675.00
2	Over-Coat	170.00	300.00
3	Blouse	85.00	300.00

Note: If CSL issues ready-to-wear working dress to CSL Workmen, they shall not be entitled for any stitching charges for the same.

15.0 Children Education Assistance (CEA)

- 15.1 The rate of reimbursement of 50% of tuition fee including computer related fee charged by Bharatiya Vidya Mandir, Girinagar and rules of CEA would continue unchanged.



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15.2 The present rate of Rs 280/- being paid as Children's Education Assistance per child per month for a maximum of three children up to Senior Secondary Examination of CBSE or its equivalent level of education will be revised to Rs 560/- per month per child subject to existing terms and conditions.

15.3 The facility of tuition fee re-imbursement limited to 50% of the tuition fee including computer related fee charged by Bhavans Balamandir, Tank Shed Palace, Ernakulam of Bharatiya Vidya Bhavan, Kochi Kendra, shall be extended in respect of the children of permanent employees of CSL studying at LKG and UKG levels at the pre-primary schools duly approved/licensed by the competent authority on production of original payment receipt.

15.4 Parent employees availing CEA under clause 15.2 above are also eligible to avail re-imbursement of expenditure for education of their wards totally limited to the amount admissible under clause 15.1 above, on production of payment receipt issued by the respective educational institution or any other agency functioning under the aegis of the said educational institution like PTA, School Management/Development Committee etc.

16.0 Meals Subsidy

16.1 The existing rate of Rs 65/- per day for two times tea and snacks and lunch will be revised to Rs 130/- per day for those who are unable to avail the same services from the CSL canteen due to official reasons, other than tour, training etc.

17.0 Special Meal Subsidy

17.1 Special Meal Subsidy @ Rs 10/- per day of attendance will be given to all employees towards their demand for non-vegetarian/special dishes

17.2 As a gesture of goodwill and employee friendly initiative by CSL, with effect from the date of implementation of this MoS, services, except for egg preparation, from the employees canteen shall be free of charges.

17.3 Existing rate for egg preparation will be increased to Rs 3/- per egg preparation and recovered from the respective employees as at present.

18.0 Eligibility for Rail Journey by First Class on LTC

18.1 All classes of CSL Workmen irrespective of their basic pay will be eligible for travel by First Class/3 tier AC under LTC. There will be no other change in the entitlement of the workmen as far as the facilities admissible under the existing LTC Rules are concerned. The facility to claim encashment of LTC will continue as per the existing terms and conditions.



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19.0 Leave

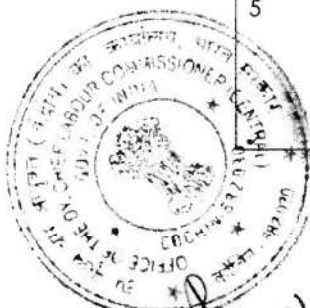
19.1 **Half Pay Leave** : Vide Memorandum of Agreement between the CSL and CSL Workmen dated 09 Feb 2015, the provision for 8 days Sick Leave was done away with and in its place 21 Half Pay Leave (HPL) was introduced. CSL Workmen are entitled for 21 HPL per year as per the terms and conditions extant in this regard.

19.2 **On-line leave management**: The existing on-line leave management system will continue to be operational. However, all leaves except leave on medical ground are to be applied in advance and sanction obtained from the respective leave sanctioning authority. In case leave was not sanctioned in advance, the system will provisionally treat such days of absence as leave in the order of casual leave and HPL and debit the same from the available respective leave in his / her credit and if sanction for the same is not forwarded to the payroll processing centre and received by 20th of the following month, wages will be cut for such non-sanctioned leave and such day of absence will be treated as unauthorised absence with its consequences. Sanction or rejection of leave except on medical ground is the prerogative of the leave sanctioning authority. In the case of leave on medical grounds, application or intimation vide e-mail for the same should reach the leave sanctioning authority within 3 days of starting such leave. All other terms and conditions of availing leaves by employees shall continue to remain in force.

20.0 Payments/Recoveries under this Memorandum of Settlement.

20.1 Revised monetary benefits and recoveries arising out of this MoS will be effective as under.

Sl No	Item	Date of Effectuation
1	Revised Pay Scales	01.04.2017
2	Revised VDA	01.04.2017
3	HRA/HRR	From 31.01.2018
4	All statutory payments	01.04.2017
5	All other payments and recoveries including revised OT allowance and contribution to CSL Workmen Superannuation Pension Scheme	From the wage month following the month of signing the MoA dated 28 th March 2019. The payments would be disbursed accordingly.



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21.0 Gratuity

- 21.1 Gratuity payment shall continue to be regulated as per the Payment of Gratuity Act 1972 as amended from time to time except that the present ceiling on the eligible gratuity amount of Rs 10.00 Lakhs shall be raised to Rs 20 Lakhs subject to Income Tax Rules with effect from 01-04-2017 calculated on the revised wages of all CSL Workmen who retired or will retire in the normal course or under VRS or premature retirement on medical grounds or died while in service. Ceiling of Gratuity will be increased by 25% when VDA goes beyond 50%.

22.0 Superannuation Pension Scheme

- 22.1 The existing Scheme shall continue to be operational unabated as per the terms and conditions contained in the Memorandum of Agreement between the CSL and the CSL Workmen dated 06.02.2016 except that the existing minimum qualifying eligibility period of 15 years of service for the scheme is dispensed with.

23.0 Insurance Linked Medical Assistance Scheme For CSL Retired Workmen

- 23.1 Suitable modifications to the scheme to make the same financially and operationally sustainable to the extent possible will be discussed separately and decided in due course.

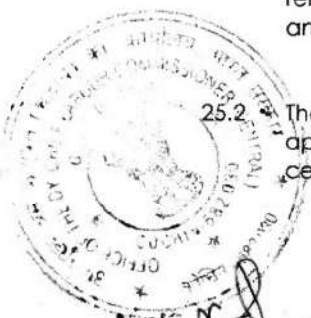
24.0 'Option' to come over to the higher grade on promotion

- 24.1 In the case of CSL Workmen who have been promoted on or after 01st April 2017 till date of signing the MoS are given permission to exercise their option once again with regard to coming over to the pay scale in the promoted post from a date within three months from the date of issue of order. This special permission has to be exercised within six months from the date of the Long Term Settlement.

25.0 Implementation of the MoS and applicability of its benefits

- 25.1 The MoA dated 28th March 2019 has been approved by the Board OF Directors of CSL and Ministry of Shipping. Implementation of the MoS shall be subject to Government Orders/Guidelines/Statutes etc in as much as they would be applicable from time to time to the said Memorandum of Settlement. Accordingly, any Government Orders / Guidelines / Enactments / Judicial Pronouncement etc relating to the terms of the said MoS shall ipso-facto supersede the relevant clauses and any related implemented office orders.

- 25.2 The benefits of Wage Revision and payment of arrears arising out of the MoS shall be applicable to all permanent CSL Workmen/ Ex-CSL Workmen other than those who ceased to be in the services of CSL on the following grounds, after 31.03.2017.



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- i) Dismissal
- ii) Resignation without permission or Notice
- iii) Resignation where disciplinary action against the CSL Workmen had already been initiated and was in progress.
- iv) Resigned without notice where bond liability had not been discharged.

26.0 **Anomalies** arising out of the wage revision as per the existing norms shall be looked into separately for necessary correction based on the norms promulgated and followed by the CSL in the case of anomaly rectification.

27.0 The parties agree that the respective rights, benefits, responsibilities and terms and conditions of service under the provisions of the MoS dated 31st March 2010 which are not specifically amended, negated or otherwise modified under the current MoS shall continue to be in force. As regards other issues which are not part of the current MoS or previous MoS, the Government orders/Guidelines/CSL orders will be followed forthwith.

28.0 This Memorandum of Settlement is in full and final settlement of all demands and issues raised by the CSL Workmen in their separate and joint 'Charter of Demands'. Both parties agree that from the point of affordability and sustainability of CSL, the MoS shall be subjected to review in the unlikely event of CSL making cash loss during the currency of the same.

29.0 It is agreed by CSL Workmen that during the currency of the MoS there shall be no demand from their side involving financial or other liability to the CSL or for any further increase in wages or allowances or alternations of any terms and conditions of service of CSL Workmen.

Dated this 18th day of June, 2019

SIGNATURE OF PARTIES

1. Representing Management

1. Shri Madhu S Nair

Chairman & Managing Director

2. Shri D Paul Ranjan

Director (Finance)

3. Shri N V Suresh Babu

Director (Operations)

4. Shri Bejoy Bhasker

Director (Technical)

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CSEU

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5. Shri K J Ramesh	Chief General Manager (Human Resources & Training)	<i>[Signature]</i>
6. Shri M Murugaiah	Chief General Manager (Technical)	<i>[Signature]</i>
7. Shri K N Sreejith	Chief General Manager (Ship Repair)	<i>[Signature]</i>
8. Shri A V Suresh Kumar	General Manager (Ship Building, SBOC/S&C)	<i>[Signature]</i>
9. Shri V J Jose	General Manager (Finance)	<i>[Signature]</i>
10. Shri A K Subash	Deputy General Manager (Personnel & Administration)	<i>[Signature]</i>
11. Shri K K Subramanian	Assistant General Manager (Human Resources)	<i>[Signature]</i>

2. Representing CSL Workmen

A. Cochin Shipyard Employees Organisation (INTUC)

None Attended

B. Cochin Shipyard Employees Federation (CITU)

1 Adv. P Rajeev	-	President	<i>[Signature]</i>
2 Adv. M Anilkumar	-	General Secretary	<i>[Signature]</i>
3 Adv. N Satheesh	-	Working President	<i>[Signature]</i>
4 Shri Aniju P	3462	Secretary	<i>[Signature]</i>
5 Shri Prabhakaran A	3131	Vice President	<i>[Signature]</i>
6 Shri Vineeth V R	3643	Joint Secretary	<i>[Signature]</i>
7 Shri Ratheesh M	4000	Joint Secretary	<i>[Signature]</i>
8 Shri Xavier C C	3733	Treasurer	<i>[Signature]</i>

C. Cochin Shipyard Employees Union

1 Shri Kishore A K	-	General Secretary	<i>[Signature]</i>
2 Shri Baburajan O C	2842	Vice President	<i>[Signature]</i>
3 Shri Joseph Viju	4119	Vice President	<i>[Signature]</i>
4 Shri Surendran V N	2945	Joint Secretary	<i>[Signature]</i>
5 Shri Thasleekh T K	3528	Joint Secretary	<i>[Signature]</i>



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CSEF (CITU)



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6 Shri Renju P K 3801 Treasurer

D. Shipyard Employees Sangh (BMS)

1 Shri Unnikrishnan Unnithan C President

2 Shri Madhukumar K V General Secretary

3 Shri Rajeev T S 3690 Working President

4 Shri Sasikumar K N 3269 Vice President

5 Shri Sudeep C 3859 Vice President

6 Shri Shibu S O 3350 Joint Secretary

7 Shri Retheesh S 3554 Joint Secretary

8 Shri Liju M 3693 Treasurer

Witnesses

(1) Shri Subash C 3550 CSEF

(2) Shri K C Radhakrishnan 2991 CSEU

(3) Shri Vishnu T 4250 SES

(4) Smt Bindu Krishna 4719 Senior Manager (Legal)

Signed before me on 18th June 2019



(P K LUKAS)

Deputy Chief Labour Commissioner (Central)/ Cochin

&

Conciliation Officer under Industrial Disputes Act 1947

पी.के. लूकास / P.K. LUKAS
उप मुख्य श्रम आयुक्त (के)
DEPUTY CHIEF LABOUR COMMISSIONER (C)
कोचीन / COCHIN


CSEU


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CSEF(CITU)



ANNEXURE I

PAY SCALES

Pay Scale	Pre-revised	Revised w.e.f. 01.04.2017
W1	6600-13200	16700-54840
W2	7200-13800	18200-59790
W3	7500-14600	19000-62400
W4	7700-15400	19500-63970
W5	8400-16200	21300-69840
W6	8900-18500	22500-73750
W7	9300-22200	23500-77000
W8	9500-24500	24000-78650
W9	9800-25200	24800-81290
W10	10200-27400	25800-84580
W11	10900-28600	27600-90390
W12	11700-30300	27900-96960
W13	12700-33600	27900-105130

ANNEXURE II

RATE OF DEARNESS ALLOWANCE W.E.F. 01.04.2017

Effective Date	Rate of Dearness Allowance (%)
01.04.2017	-1.1
01.07.2017	-0.2
01.10.2017	2.2
01.01.2018	3.4
01.04.2018	3.5
01.07.2018	3.8
01.10.2018	7.3
01.01.2019	8.8



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MEMORANDUM OF SETTLEMENT

Representing Employer

1. Shri Madhu S Nair	CMD
2. Shri Bejoy Bhasker	D (Tech)
3. Shri Jose V J	D (Fin)
4. Shri K J Ramesh	CGM (HR&Trg)
5. Shri Murugaiah	CGM (Tech)
6. Shri Sreejith K N	CGM (SR)
7. Shri Subash A K	DGM (P&A) & CWO
8. Shri Shibu John	DGM (Fin)
9. Shri Subramanian K K	AGM (HR)

Representing Workmen

1. Cochin Shipyard Employees' Organisation (CSEO) [INTUC]

1. Shri Hibi Eden, M P	President
2. Shri John Varughese K	General Secretary
3. Shri Satheesh Kumar S	3534 Vice President
4. Shri Murukan A M	3725 Vice President
5. Shri Binu John T	3685 Joint Secretary
6. Shri Sujeeth S	3633 Joint Secretary
7. Shri Gireesh M	3678 Treasurer

2. Cochin Shipyard Employees' Federation (CSEF) [CITU]

1 Adv. P Rajeev, Ex. M P	President
2 Adv. N Satheesh	Working President
3 Adv. M Anilkumar	General Secretary
4 Shri Aniju P	3462 Secretary
5 Shri Prabhakaran A	3131 Vice President
6 Shri Renish P R	3334 Vice President
7 Shri Vineeth V R	3643 Joint Secretary
8 Shri Ratheesh M	4000 Joint Secretary
9 Shri Xavier C C	3733 Treasurer

3. Cochin Shipyard Employees' Union (CSEU)

1 Shri N K Premachandran, M P	President
2 Shri Kishore A K	General Secretary

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3	Shri Baburajan O C	2842	Vice President
4	Shri Radhakrishnan K C	2991	Vice President
5	Shri Thasleekh T K	3528	Joint Secretary
6	Shri Sanju Joseph	3562	Joint Secretary
7	Shri Renju P K	3801	Treasurer

4. Shipyard Employees Sangh (SES) [BMS]

1.	Shri C Unnikrishnan Unnithan		President
2.	Shri K V Madhukumar		General Secretary
3.	Shri Rajeev T S	3690	Working President
4.	Shri Sasikumar K N	3269	Vice President
5.	Shri Sudeep C	3859	Vice President
6.	Shri Shibu S O	3350	Joint Secretary
7.	Shri Retheesh S	3554	Joint Secretary
8.	Shri Vishnu T	4250	Treasurer

I. SHORT RECITAL OF THE CASE

1. Cochin Shipyard has been disbursing Performance Payment to the workmen on the occasion of Onam Festival every year. The rate and other terms & conditions of performance payment are decided based on bilateral agreement arrived at between the management and the recognized trade unions, after negotiations.
2. All recognized trade unions submitted their requests for disbursement of bonus/ performance payment for the financial year 2019-20 and four recognized trade unions requested for 20% of the total wages without any ceiling as Bonus / Performance Payment and in addition to 90 days salary as Ex-Gratia to workers who have a minimum attendance of 30 days during the financial year of 2019-20. Further, during the discussion the unions have also requested to finalize and distribute Performance Payment by factoring the record increase in turnover and profit of CSL during the year 2019-20. Two rounds of discussions were held with the representatives of the recognized trade unions at the level of D (T) and D (F) on 18th and at the level of CMD on 19th Aug 2020.
3. The unions were apprised of the financial performance of the company during the last financial year viz. 2019-2020. As against profit after tax of Rs 481.18 crores during the FY 2018-19, CSL recorded PAT to the tune of Rs 632 crores during the financial year under reckoning. It was explained to Unions about the profit from various operations in detail. It was reiterated that the significant amount of profit has come from interest on

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bank deposits, and reduction in corporate tax implemented by Government of India. Further, the impact of Covid-19 pandemic on economy in general and financial position of CSL in particular during the first quarter of the financial year was also explained in detail. Due to the lockdown phase and prevailing situation of spreading Covid-19 in the state, the work on all projects in hand have been delayed and uncertainty prevails on the receipt of materials and equipment, availability of service engineers etc from abroad affecting work across all projects in Shipbuilding, Ship repair and Infra. Further, the unions were also apprised about the extreme financial crunch faced by the company as the financial result of first quarter of the year is a meager Rs. 16 crores from Ship repair against a target of around Rs. 142 crores. Funding for work on shipbuilding projects including IAC has been delayed due to Covid-19 effect and ship owners are claiming force majeure clause for deferring payments to CSL. Despite the financial difficulties CSL had disbursed salary in full to the employees during the lock down period and also to those employees who were unable to attend duty being confined in containment zone or under quarantine. CSL had arranged adequate medical support system through medical insurance in case of treatment to be extended to employees and their dependants for Covid-19. Considering the grave financial position the management requested the Unions to be more practical in their approach. In spite of all the odds keeping the aspirations of all employees in mind and appreciating team work, management offered 18% of annual basic pay drawn by respective eligible workmen during the financial year 2019-2020 in 2 installments. 8 % of the amount will be disbursed immediately and remaining 10% within the current financial year. The minimum performance payment will continue to be pegged at Rs 48,000/- as done in the last year. It has also been conveyed that Performance Payment cannot be linked with increase in PAT as the Profit is due to aggregation of multiple factors and the effort of workmen alone cannot be taken as having an overbearing impact. It was clarified that performance payment to workmen shall be considered without resulting in any conflict with the PRP scheme applicable to officers and supervisors as per the DPE orders on the subject.

4. Accordingly, during the initial discussions on 18th Aug 2020, it was conveyed to the unions that the management would comply with the requirement of the Payment of Bonus Act 1965 and those workmen who are covered under Bonus Act shall be paid eligible maximum Bonus under the Act and others would be paid performance payment as indicated below.

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CS EO (WFO)



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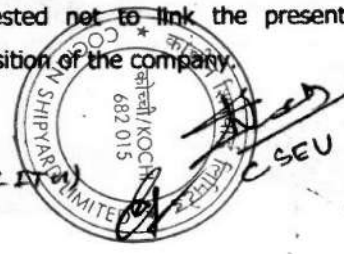
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- a) Performance payment at the rate of 18% of their existing basic pay drawn by the workmen for the FY 2019-20 with minimum payment of 48000/- in two installments, i.e. 8% immediately and remaining 10 % before the end of current financial year or a Reduced Performance Payment at a mutually agreed rate in a single payment basis considering the Cash flow constraints of the company.
 - b) The amount of Festival advance will remain the same as paid in the last year.
 - c) The amount of recoverable advance will be fixed to Rs. 20,000/- in view of prevailing severe financial crunch.
5. In the best interest of nurturing positive and disciplined work culture among the workmen, the performance payment shall be further subject to the condition that those workmen who remained absent on Loss of Pay for more than 30 days during the year for no valid or genuine reasons shall not be eligible for any performance payment as done hitherto.
 6. As the negotiation were not conclusive on 18th Aug 2020, it was decided to continue the discussions on the 19th Aug 2020 at the level of CMD. During the discussion held at the C&MD level on 19th Aug 2020, the whole scenario confronting Shipyard and its business was explained in detail by CMD. Inter alia CMD urged the unions' leadership to prevail upon their respective rank and file to be realistic in their aspirations for getting performance payment regardless of their individual performance/contributions to the company and also not to blindly apply the formula of calculating performance payment proportionate to the increase in PAT. He emphasized the need for a performance payment scheme which reasonably reflects true performance of the company and sustainable for future application.
 7. The unions at the outset did not agree to the proposals of the management. However, they unanimously expressed agreement on the financial crunch due to decrease in financial inflow due to Covid-19. They also pointed out that the Government policy on corporate tax reduction helped CSL and Covid-19 situation has brought in a lot of opportunities along with challenges. They unanimously opposed the management proposal for deferment of performance payment and disbursement in two installments citing it as unprecedented and cast setting a bad practice. They are wanted to get adequate increase in percentage truly reflecting the profit for the last year. In their opinion the effect of Covid-19 would only be felt in performance payment for the year 2020-21. They requested ~~not to link~~ the present performance payment with the prevailing financial position of the company.

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 18/08/20
 CSO (18/08/20)

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 CSO (18/08/20)

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 CSO (18/08/20)



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8. After protracted discussions, a consensus was arrived at for the disbursement of performance payment at the rate of 18.5 % of Annual Basic Pay drawn by the workmen during the financial year 2019-20 with minimum payment of Rs. 48000/- for those permanent workmen on the regular rolls of the Company on the same line adopted for disbursement of performance payment for the financial year 2018-19. The calculated performance payment after applying the 18.5 % on the basic pay shall be applicable in all other cases. It was agreed to pay the performance payment in a single installment in view of persistent stand taken by the unions unanimously. This would not lead to any conflict with the payment applicable to Officers and Supervisors so as to ensure compliance of Government guidelines. It has been categorically affirmed that percentage based performance payment exceeding the above limits by the unions cannot be considered by the management at any point of time.
9. As regards recoverable advances, it was discussed and agreed to increase the festival Advance from Rs.10,000/- to Rs. 15,000/- and reduce the Onam Special Recoverable Advance from Rs 40,000/- to Rs. 20,000/- subject to the terms and conditions extant in this regard.
10. Both parties agreed to conclude the discussions on issues relating to Bonus/ Performance payment for workmen for the year 2019-20 as detailed above.
11. Unions thanked management team for such a positive gesture which would pay dividends to the company significantly at work front. They also expressed their whole hearted co-operation in all bona-fide actions and decisions of the management for the overall growth and performance of CSL.
12. Accordingly, the following terms and conditions were arrived at between the recognized trade unions representing the workmen of CSL and CSL management with regard to performance payment pertaining to the year 2019-20 and other related payments in connection with Onam festival 2020.

II. TERMS OF SETTLEMENT

- a. This agreement is applicable to all permanent workmen on the rolls of the company during the financial year 2019-20. Unions and Management have agreed for disbursement of performance payment at the rate of 18.5 % of annual basic pay drawn by the workmen during the financial year 2019-20 with minimum payment of

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 CEO (MRO)



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 CEO

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Rs. 48000/- to all permanent workmen on the regular rolls of the Company during the year 2019-20 in the same lines as adopted for disbursement of performance payment for the financial year 2018-19. The calculated performance payment after applying the 18.5 % on the basic pay shall be applicable in all other cases.

- b. The minimum payment shall consist of eligible bonus and performance payment on pro-rata basis for those workmen who are covered under the Payment of Bonus Act.
- c. Onam Special Recoverable Advance of Rs 20,000/- shall be paid as per the usual terms and conditions in this regard.
- d. Management agreed to disburse recoverable Festival Advance of Rs 15,000/-.
- e. The minimum payment is also subject to attendance of the employee during the year 2019-20.
- f. All advances mentioned herein this agreement shall be recovered in 10 equal monthly installments starting from the salary of September 2020 onwards.

III. GENERAL

It has been agreed by both workmen and management that in addition to the conditions stipulated above, the following also shall be applicable.

- a) Proportionate reduction in the aforementioned performance payment will be made based on the number of days of absence on loss of pay during the year 2019-20. Loss of pay on account of absence from duty on account of any industrial accident duly approved by the company shall not be reckoned for the purpose.
- b) Those workmen who joined on the permanent rolls of CSL during the financial year 2019-20, performance payment shall be made on prorata basis of 18.5 % of the basic pay drawn by them.
- c) All employees who remained absent on loss of pay without any genuine/valid reasons for more than 30 days during the relevant year, shall not be entitled for any performance payment for the relevant year. "Genuine/valid reasons" for the purpose shall be reviewed and only those cases approved by C&MD shall be granted performance payment for the year.
- d) Similarly, in the case of those employees who will be leaving the CSL service after receiving the aforementioned advances, the same will be recovered along with the other outstanding advances at the time of final settlement at the time of separation from the company.
- e) Employees who have resigned / abandoned their service / terminated during the year 2019-20 are not eligible for any payments under this Settlement.

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- f) The above payments shall not be payable to the persons who are placed under suspension until they are cleared of their charges or resume duty after disciplinary proceedings.
- g) Both parties agreed that this is in full and final settlement of the issues relating to bonus/performance payment for the year 2019-20 raised by the recognized trade unions.
- h) Any excess payments made to the workmen under this agreement shall be recovered from any payments due to them.
- i) The aforementioned performance payment and advance will be disbursed positively by 24th August 20, 2020.
- j) Any dispute or grievance or difficulty in interpretation of any of the provisions of this agreement for implementation, the decision of CMD shall be final and binding upon the parties.

Dated this the 21st day of August 2020 at Cochin Shipyard Limited, Cochin-15.

Representing Employer

- | | |
|------------------------|--------------|
| 1. Shri Madhu S Nair | CMD |
| 2. Shri Bejoy Bhasker | D (Tech) |
| 3. Shri Jose V J | D (Fin) |
| 4. Shri K J Ramesh | CGM (HR&Trg) |
| 5. Shri Murugaiah | CGM (Tech) |
| 6. Shri Sreejith K N | CGM (SR) |
| 7. Shri Subash A K | DGM (P&A) |
| 8. Shri Shibu John | DGM (Fin) |
| 9. Shri Subramanian KK | AGM (HR) |

Representing Workmen

1. Cochin Shipyard Employees' Organisation (CSEU) [INTUC]

- | | | |
|--------------------------|------|----------------|
| 1. Shri Satheesh Kumar S | 3534 | Vice President |
|--------------------------|------|----------------|

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CMD (HR)

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CSEU (INTUC)



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CSEU

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CSEU

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2.	Shri Murukan A M	3725	Vice President	<i>Murukan</i>
3.	Shri Binu John T	3685	Joint Secretary	<i>Binu</i>
4.	Shri Sujeeth S	3633	Joint Secretary	<i>Sujeeth</i>
5.	Shri Gireesh M	3678	Treasurer	<i>Gireesh</i>

2. Cochin Shipyard Employees' Federation (CSEF) [CITU]

1	Shri Aniju P	3462	Secretary	<i>Aniju</i>
2	Shri Prabhakaran A	3131	Vice President	<i>Prabhakaran</i>
3	Shri Renish P R	3334	Vice President	<i>Renish</i>
4	Shri Vineeth V R	3643	Joint Secretary	<i>Vineeth</i>
5	Shri Ratheesh M	4000	Joint Secretary	<i>Ratheesh</i>
6	Shri Xavier C C	3733	Treasurer	<i>Xavier</i>

3. Cochin Shipyard Employees' Union (CSEU)

1	Shri Baburajan O C	2842	Vice President	<i>Baburajan</i>
2	Shri Radhakrishnan K C	2991	Vice President	<i>Radhakrishnan</i>
3	Shri Sanju Joseph	3562	Joint Secretary	<i>Sanju</i>
4	Shri Thasleekh T K	3528	Joint Secretary	<i>Thasleekh</i>
5	Shri Renju P K	3801	Treasurer	<i>Renju</i>

4. Shipyard Employees Sangh (SES) [BMS]

1.	Shri Rajeev T S	3690	Working President	<i>Rajeev</i>
2.	Shri Sasikumar K N	3269	Vice President	<i>Sasikumar</i>
3.	Shri Sudeep C	3859	Vice President	<i>Sudeep</i>
4.	Shri Shibu S O	3350	Joint Secretary	<i>Shibu</i>
5.	Shri Retheesh S	3554	Joint Secretary	<i>Retheesh</i>

Shri Anil (CSEU)
CSEU (CITU)

Vineeth
CSEF (CITU)




Shri Rajeev
SES-BMS


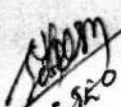

6. Shri Vishnu T

4250

Treasurer


_____Witness

1.  Ramdas S, SM (P)
- 2.



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CSRFCLTU)
SES BMS.