

Memorandum of Agreement

National Coal Wage Agreement (NCWA)-XI

Kolkata
20.05.2023

(Recommendations of JBCCI-XI to the Ministry of Coal, Govt. of India)

Joint Bipartite Committee for the Coal Industry (JBCCI)-XI
 Coal India Limited
 'Coal Bhawan'
 New Town, Rajarhat
 Kolkata-700156

संदर्भ: CIL/C-5B/JBCCI-XI/Constitution/120

दिनांक: 10.06.2021

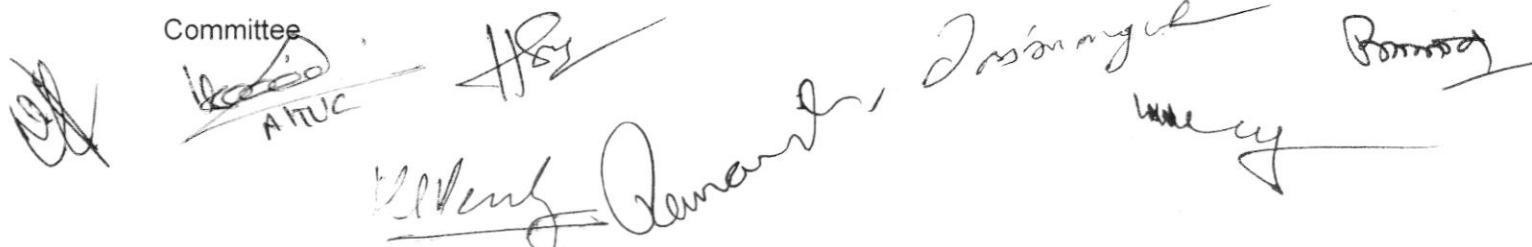
विषय: Constitution of Joint Bipartite Committee for the Coal Industry (JBCCI)-XI

In terms of letter no.: 55011/3/2015-PRIW-I/Vol. IV dated 06.05.2021 of Deputy Secretary to the Government of India, Ministry of Coal, the Joint Bipartite Committee for the Coal Industry (JBCCI)-XI is hereby constituted for finalization of National Coal Wage Agreement (NCWA)-XI for Non-Executive Cadre Employees of Coal India Limited (CIL) & its Subsidiaries, the Singareni Collieries Company Limited (SCCL) and participating Private Coal Company, in accordance with the guidelines issued by Department of Public Enterprises (DPE), with the below mentioned representation of Management and four Central Trade Unions:-

Representing Management

| S. No. | Officials/Designation | Status |
|--------|--|-------------------------------|
| 1. | Chairman, CIL | Chairman (Ex-officio) |
| 2. | Director (P & IR), CIL | Member Secretary (Ex-Officio) |
| 3. | Director (Finance), CIL | Member |
| 4. | Chairman-cum-Managing Director, NCL | Member |
| 5. | Chairman-cum-Managing Director, ECL | Member |
| 6. | Chairman-cum-Managing Director, SECL | Member |
| 7. | Chairman-cum-Managing Director, CCL | Member |
| 8. | Chairman-cum-Managing Director, WCL | Member |
| 9. | Director (Finance), SECL | Member |
| 10. | Director (Finance), BCCL | Member |
| 11. | Director (Personnel), MCL | Member |
| 12. | Chairman-cum-Managing Director, SCCL | Member |
| 13. | Director (PA & W), SCCL | Member |
| 14. | Representative of Chowgule and Company Private Limited | Member |
| Total | | 14 (Fourteen) Members |

Shri Ajay Kumar Choudhary, General Manager (MP & IR), CIL will be the coordinator of the Committee



Representing Workmen

Bharatiya Mazdoor Sangh (BMS)

| S. No. | Name | Status |
|--------|----------------------------|--------|
| 1. | Shri K. LakshmaReddy | Member |
| 2. | Shri Surendra Kumar Pandey | Member |
| 3. | Shri Sudhir Ghurde | Member |
| 4. | Shri K. P. Gupta | Member |

Hind Mazdoor Sabha (HMS)

| S. No. | Name | Status |
|--------|-----------------------|--------|
| 1. | Shri Nathulal Pandey | Member |
| 2. | Shri Siddharth Gautam | Member |
| 3. | Shri Shiv Kumar Yadav | Member |
| 4. | Shri Shiv Kant Pandey | Member |

All India Trade Union Congress (AITUC)

| S. No. | Name | Status |
|--------|----------------------|--------|
| 1. | Shri Ramendra Kumar | Member |
| 2. | Shri V Seetharamaiya | Member |
| 3. | Shri RC Singh | Member |

Centre of India Trade Unions (CITU)

| S. No. | Name | Status |
|--------|--------------------------|--------|
| 1. | Shri D. D. Ramanandan | Member |
| 2. | Shri Arup Chatterjee | Member |
| 3. | Shri Sujit Bhattacharjee | Member |

Total: 14 (Fourteen) Members

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Representing Workmen

Bharatiya Mazdoor Sangh (BMS)

| S. No. | Name | Status |
|--------|------------------------|------------------|
| 1. | Shri Mazrul Haq Ansari | Alternate Member |
| 2. | Shri Jayant Asole | Alternate Member |
| 3. | Shri P. Madhava Nayak | Alternate Member |
| 4. | Shri Arun Pradhan | Alternate Member |

Hind Mazdoor Sabha (HMS)

| S. No. | Name | Status |
|--------|------------------------------|------------------|
| 1. | Shri Riaz Ahemad | Alternate Member |
| 2. | Shri RV Raghunandan | Alternate Member |
| 3. | Shri Rajesh Kumar Singh | Alternate Member |
| 4. | Shri Madhav Prasad Agnihotri | Alternate Member |

All India Trade Union Congress (AITUC)

| S. No. | Name | Status |
|--------|-----------------------|------------------|
| 1. | Shri Lakhan Lal Mahto | Alternate Member |
| 2. | Shri Anit Chakraborty | Alternate Member |
| 3. | Shri Haridwar Singh | Alternate Member |

Centre of India Trade Unions (CITU)

| S. No. | Name | Status |
|--------|---------------------------|------------------|
| 1. | Shri Manda Narasimha Rao | Alternate Member |
| 2. | Shri Sarfaraz Hafeez Baig | Alternate Member |
| 3. | Shri Jitendra Singh Sodhi | Alternate Member |

Total: 14 (Fourteen) Members

The date of meeting of JBCCI-XI shall be notified separately.

NOTE:-

The representation of 4 (four) main and 4 (four) alternate members of Indian National Trade Union Congress (INTUC) shall be kept vacant as was done in JBCCI-X, until the matter is judiciously resolved by the Hon'ble Court(s) and corresponding representation of Management would be added accordingly.

(S. N. Tiwary)
Director (P & IR), CIL &
Member Secretary, JBCCI-XI

वितरण:-

All members and alternate members of JBCCI-XI

*L. D. Tiwary
10/1/2014*
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Harold AITUC *X S. N. Tiwary* *Domion Agnihotri* *McCarthy*
McCarthy

PREAMBLE

1 The wage structure and other conditions of service including fringe benefits of the employees in the coal industry were covered under the recommendations of the Central Wage Board for Coal Mining Industry as accepted by the Government of India and made applicable with effect from 15th August, 1967. National Coal Wage Agreements were operative as under: -

| NCWA | PERIOD | SIGNED ON | TENURE |
|--|--------------------------|------------|--------|
| NCWA-I | 01.01.1975 to 31.12.1978 | 11.12.1974 | 4 Yrs. |
| NCWA-II | 01.01.1979 to 31.12.1982 | 11.08.1979 | 4 Yrs. |
| NCWA-III | 01.01.1983 to 31.12.1986 | 11.11.1983 | 4 Yrs. |
| NCWA-IV | 01.01.1987 to 30.06.1991 | 27.07.1989 | 4½ Yrs |
| NCWA-V | 01.07.1991 to 30.06.1996 | 19.01.1996 | 5 Yrs. |
| NCWA-VI | 01.07.1996 to 30.06.2001 | 23.12.2000 | 5 Yrs. |
| NCWA-VII | 01.07.2001 to 30.06.2006 | 15.07.2005 | 5 Yrs. |
| NCWA-VIII | 01.07.2006 to 30.06.2011 | 24.01.2009 | 5 Yrs. |
| NCWA-IX | 01.07.2011 to 30.06.2016 | 31.01.2012 | 5 Yrs. |
| 10 th Wage Agreement for CIL and SCCL | 01.07.2016 to 30.06.2021 | 10.10.2017 | 5 Yrs. |

2 As the operation of the "10th Wage Agreement for CIL and SCCL" finalized by JBCCI-X was upto 30th June, 2021, JBCCI-XI was constituted in terms of letter No. 55011/3/2015-PRIW-I/Vol. IV dated 06.05.2021 of Deputy Secretary, Govt of India, Ministry of Coal, New Delhi to negotiate wage agreement of non-executives employees of CIL& its subsidiaries and SCCL.

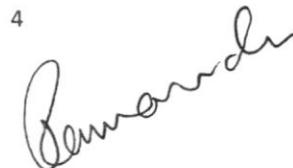
The composition of the JBCCI-XI is as indicated below:

| Representing Management of CIL & SCCL | | No. of members |
|--|---|----------------|
| 1. | Coal India Limited and its Subsidiary Companies | 12 |
| 2. | Singareni Collieries Co. Ltd. | 02 |
| Total | | 14 |
| Representing Central Trade Unions & INMF, an affiliate of INTUC, operating in CIL & SCCL | | No. of members |
| 1. | BMS | 04 |
| 2. | HMS | 04 |
| 3. | AITUC | 03 |
| 4. | CITU | 03 |
| 5. | INMF- an affiliate of INTUC | 04 |
| Total | | 18 |

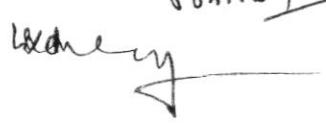
In terms of judgement dated 10.02.2023 of Hon'ble Division Bench of Calcutta High Court in M.A.T. No. 623 of 2021 with IA No. CAN 1 of 2021, the slot allocated to INTUC as per communication no.: 120 dated 10.06.2021 were allocated to INMF.

Ten meetings of JBCCI-XI were held wherein after detailed deliberations JBCCI-XI arrived at an agreement in the matter of wage structure with fitment benefits, fringe benefits, service conditions, Welfare, Safety, social security (Pension, Post-retirement benefits) and other matters.



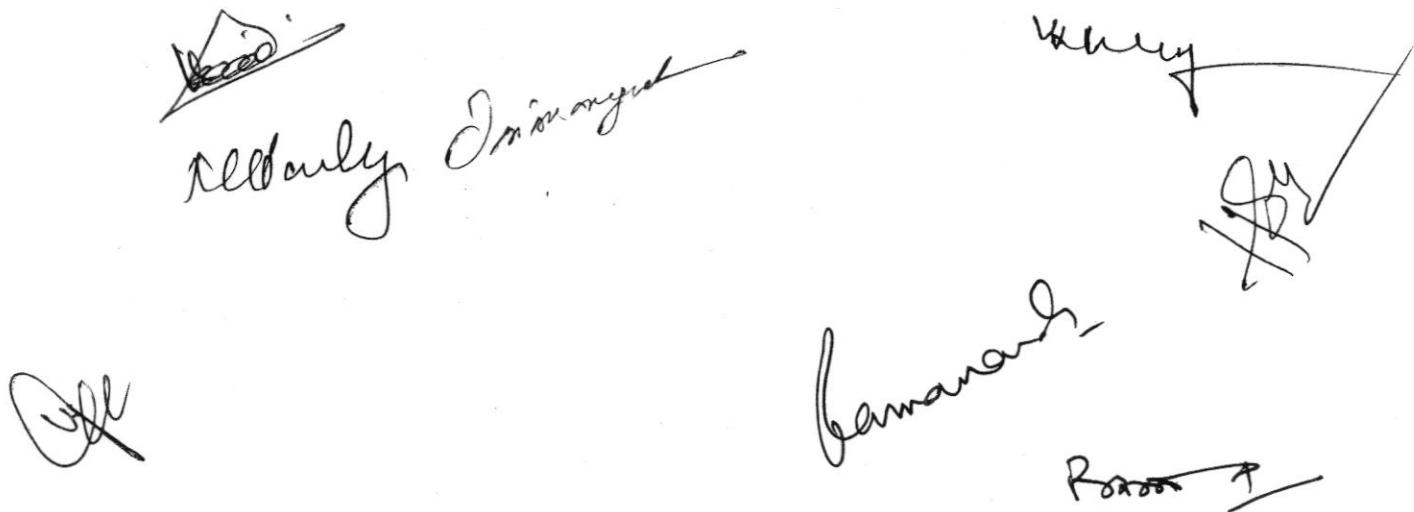
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Chapter – I

1.0 Scope and Coverage

- 1.1 The Agreement shall be called the National Coal Wage Agreement (NCWA)-XI and will be effective from 1.7.2021 to 30.6.2026 for a period of 5 years.
- 1.2 This Agreement shall cover all categories of employees in CIL & its Subsidiaries and SCCL which are functioning and may be functioning under these coal companies.
- 1.3 The scope of the agreement covers the wage structure including Dearness Allowance, fitment in the revised pay, fringe benefits, service conditions, welfare, social security including pension, safety, medical & other matters as contained in the different chapters of this Agreement.



Handwritten signatures and initials of various parties involved in the agreement, including 'Kumar', 'Jainay', 'Bhawani', 'Rao', and 'T'.

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Chapter – II

Wages, Wage Structure and Dearness Allowance

2.0 Component of Wage

2.1.0 The wage of employees shall consist of :-

- (a) Basic Wage
- (b) Special Dearness Allowance (SDA) at the rate of 17.95% of attendance bonus or 1.795% of basic wage representing computed fringe benefits of attendance bonus, such as contribution of provident fund, payment in lieu of profit-sharing bonus, gratuity etc.
- (c) Variable Dearness Allowance (VDA) linked to the All India Consumer Price Index Number for Industrial workers (Base 1960 = 100) (hereinafter called Index Number) adjustable quarterly depending on variation in Consumer Price Index number above 7819.

2.2.0 Minimum wage

2.2.1 The revised minimum wage for the lowest paid employee on surface in the companies covered by the Agreement shall be **Rs. 43677.45** per month or **Rs. 1679.90** per day at the All India Average Consumer Price Index Number for Industrial workers (Base 1960 = 100) at 7819. This amount includes the minimum guaranteed benefit of **Rs. 6973.71/-** per month or **Rs. 268.22** per day.

2.2.2 The break-up of the minimum wage of **Rs 43677.45** per month or **Rs 1679.90** per day as on 1st July, 2021 linked to AICPI No.7819 will be as indicated below:

| | | Per day (Rs.) | | Per Month (Rs.) | |
|---------------|--------------------------------------|---------------|---------|-----------------|----------|
| | | Pre-revised | Revised | Pre-revised | Revised |
| a. | Basic Wage/Pay | 1011.27 | 1502.66 | 26293.02 | 39069.24 |
| b. | Attendance Bonus @ 10% of basic wage | 101.13 | 150.27 | 2629.30 | 3906.92 |
| c. | Special DA | 18.15 | 26.97 | 471.96 | 701.29 |
| d. | Variable DA (@ 27.8%) | 281.13 | 0.00 | 7309.46 | 0.00 |
| Total | | 1411.68 | | 36703.74 | |
| | Minimum Guaranteed Benefit (19%) | 268.22 | | 6973.71 | |
| Total: | | 1679.90 | | 43677.45 | 43677.45 |

The Variable Dearness Allowance will vary according to the shift of the Consumer Price Index Number over 7819 as on 1.7.2021, as detailed under Clause 2.6.0.

[Handwritten signatures and initials follow, including 'Ranavendra', 'Jaswinder', 'McLarty', 'Ranavendra', and initials 'RJ' and 'JW' over a signature.]

2.3.0 Basic Wage Structure

- 2.3.1 The revised Basic wage structure for different categories, skills and grades, covering daily rated and monthly rated employees as worked out on the basis of this Agreement are detailed under **Annexure-IIA**.
- 2.3.2 The revised Basic wage structure for different categories, skills and grades, covering daily rated and monthly rated employees for Assam (North East) Coalfields including Excavation are incorporated in **Annexure-IIB**.

2.3.3 Wages of Piece-Rated Workers

The rates of basic wages of different group of Piece-rated workers together with the rates of fall back wages etc. are incorporated in **Chapter – III.**

2.4.0 Attendance Bonus

- 2.4.1 The attendance bonus will continue to be paid quarterly at the rate of 10% of Basic wage.
- 2.4.2 As computed, fringe benefits on Attendance Bonus are being paid as Special Dearness Allowance (SDA) along with wages, the quarterly bonus shall not attract any other fringe benefits.

2.5.0 Special Dearness Allowance

Special Dearness Allowance shall attract fringe benefits such as Provident Fund, payment in lieu of Performance Linked Reward Scheme and gratuity etc., the computed fringe benefits which have been worked out at the rate of 17.95% of Attendance Bonus or 1.795% of the basic wage of the employee, will continue to be paid and the same will be called Special Dearness Allowance. This amount at the lowest minimum basic wage of Rs. 39069.24/- as computed would be Rs. 701.29/- . The computed fringe benefits on Attendance Bonus called Special Dearness Allowance will also attract all fringe benefits applicable to Dearness Allowance.

2.6.0 Variable Dearness Allowance

It is agreed to pay 100% DA Neutralization for all the employees irrespective of their basic pay. The rate of VDA payable w.e.f. 1.7.2021 is tabulated under **Annexure – VDA**. The Variable Dearness Allowance at AICPI **7819** (Base 1960 = 100) shall be “NIL” as on 1.7.2021. The VDA will be revised quarterly and paid on and from 1st March, 1st June, 1st September and 1st December of every year on the basis of average of AICPI Number for the quarter ending December (Oct-Dec), March (Jan-March), June (April-June) & September (July-Sept.) respectively.

(July-Sept.) respectively.
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Felt /
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Oll /
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2.7.0 Minimum Guaranteed Benefit.

All employees covered by this agreement who were on the rolls of different units/establishments of Coal Companies as on 30.06.2021 and continued to be on the rolls as on 01.07.2021 and thereafter will be given a minimum guaranteed benefit (MGB) @ 19% of total emoluments (Basic + DA + SDA + Attendance Bonus) as on 30.06.2021.

2.8.0 Fitment of Time Rated & Monthly Rated employees.

2.8.1 The existing total emoluments of an employee, as on 30.06.2021 comprising of Basic wage, VDA, Special DA, Attendance Bonus and MGB @ 19% of emoluments, will be added together and amount so arrived at will be divided into Basic Wage, Attendance Bonus (@ 10% of basic pay) and Special DA (@ 17.95% of Attendance Bonus).

2.8.2 A few illustrations of fitment of employees on revision of pay are given in “Annexure – II C”.

2.9.0 Date of Annual Increment :

Date of annual increment shall not be changed and will remain the same.

2.10.0 Rate of Annual Increment

Rate of increment shall be fixed @ 3% of basic wage of each category/grade on progressive basis.

2.11.0 **Service Linked Promotion-** Applicable as per I.I.No.24 dated 01.12.2011of NCWA-VIII and thereupon clarification dated 19/06/2013.

Chapter III

Wage Rates, Work Norms etc. For Piece Rated Workers

3.0 WORK NORMS AND JOB DESCRIPTION

- 3.1.0 The grouping of piece rated workers, the work norms and job description for them shall be as laid down under the National Coal Wage Agreement-I and Implementation Instruction No.69 dated 8th October, 1986 (vide "Booklet on Nomenclature, Job description and Categorization of Coal employees") as amended from time to time.
- 3.2.0 The rates of wages and workload for different groups of Piece-rated workers are given in **Annexure-III A, B & D**.
- 3.3.0 **Workload and Rate of Group wages for Piece-Rated Miners and Loaders in Madhya Pradesh, Chhattisgarh and Maharashtra Coalfields.**
- 3.3.1 The existing workload for miners and loaders of Madhya Pradesh, Chhattisgarh and Maharashtra Coalfields would remain unaltered.
- 3.3.2 The following shall be the revised rates of wages for workload of 100 cft., and 118 cft., respectively in Madhya Pradesh, Chhattisgarh and Maharashtra Coalfields.

| | For workload of 100 cft | For workload of 118 cft |
|-----------------------------------|-------------------------|-------------------------|
| Existing Rate | Rs. 1375.32 | Rs. 1622.83 |
| Revised Rate w.e.f. 01.07.2021 | Rs. 2043.59 | Rs. 2411.36 |

- 3.3.3 The Fall Back wages in respect of Piece-rated miners and loaders in Madhya Pradesh, Chhattisgarh and Maharashtra Coalfields would be 100% of the revised rates mentioned above.
- 3.4.0 **Wages for work above the workload for piece-rated workers.**
- 3.4.1 For workload in excess of the prescribed workload, a Piece-rated worker shall be paid pro-rata increase in the basic piece-rate as well as Special Dearness Allowance and Variable D.A

3.5.0 Fall Back Wages

- 3.5.1 Basic fall back wages in respect of different Piece-rated groups shall be as indicated in Annexure-III A & B. In addition, they will get SDA, VDA, SPRA, Compensatory MGB if any, as applicable to them on full work norms.

Vade *Paravardh* *9* *Shrivastav* *Wadhera*
Paravardh *Paravardh* *Paravardh* *Paravardh* *Paravardh*

3.5.2 There will be daily review of earnings of Piece-rated workers to ensure payment of fall back wage which will be inclusive of lead and lift, but not tub pushing allowance. The Fall Back wage is payable in case the piece-rated workers fail to fulfill the work norms on account of factors for which they are not responsible, for example, insufficient supply or non supply of tubs or breakdown of haulages or power shut down. No fall back wage is, however, payable if a worker fails to fulfill the work norms due to his fault.

3.5.3 The case where Fall Back Wage are paid continuously, the case will be monitored periodically to ensure effective control.

3.6.0 Mechanised Face crew/Multiskilled job

In order to introduce the concept of Mechanised Face crew/Multiskilled jobs, the Technical Sub Committee to be constituted by Standardization Committee which shall examine and submit their recommendations within six months for implementation.

3.7.0 Piece-Rated Trammers

3.7.1 In case of revision of unit rate of trammers effective from 01.07.2021 the workload and the rate per tub for them should be fixed at Unit level by bi-partite negotiation in such a way that the normal earnings is not less than corresponding pay of Cat-III i.e. **Rs. 1944.04** (basic per day). The workload and rate of payment would be reviewed periodically when changes in condition of work occur.

3.7.2 The piece-rated trammers will be given an increase in their consolidated emoluments consisting of basic wage, attendance bonus, variable dearness allowance and special DA so as to give them a minimum benefit of 19% of total emoluments as on 30.06.2021 on the average total emoluments inclusive of basic, attendance bonus, VDA and SDA. In evolving the piece-rate, the average number of tubs trammed during the six months period from 1st January 2021 to 30th June, 2021 will be taken into consideration.

3.7.3 a) Where the work performance of trammers for a period of six months with effect from 1st January, 2021 is more or less the same as compared to the working norm/standard fixed before this agreement comes into force i.e. prior to 1.7.2021, the revision of trammimg rates will be made according to the above clauses.

b) Where the work performance is below the norms, the norms will be so revised so as to give them the benefit as stipulated above.

c) Where there are wide variations in the work performance on the higher side against the work norms as referred to above, the work load should be so adjusted as to ensure that increase in total earnings does not exceed 19% of the total emolument (Basic + DA + SDA + Attendance Bonus) as on 30th June, 2021. However, this will be subject to the workload and pay stipulated at para-3.7.1

3.8.0 Other Piece-rated workers.

In respect of other Piece-rated workers for whom no specific workload and group wage has been fixed, it is agreed that their wage rates will be revised by giving them the same percentage increase in the group wages of the relevant group. Where there is no such group wage the same percentage of increase as in the case of miners/loaders (Group -VA) will be given subject to a minimum increase of **Rs. 614.02** per day in basic wage.

3.8.1 Slurry/pond Piece-rated workers.

Joint Committee at the Company level will decide the work load and wages in respect of slurry/pond Piece rated workers within a period of 3 months positively.

3.9.0 Lead & Lift and Tub Pushing Rates

- 3.9.1 Lead, lift and tub pushing rates for miners and loaders shall be revised as indicated in **Annexure-- III C(i)**
- 3.9.2 Lead & lift for Overburden removal workers shall be revised as indicated in **Annexure.III C(ii)**
- 3.9.3 Lead & lift rates for Piece rated workers other than miners and loaders including wagon loaders will be as indicated in **Annexure.III C (iii)**

3.10.0 Lead & Lift Payments to be Basic Wages

Lead & lift payment will be treated as basic wages for all purpose.

3.11.0 Minimum Guaranteed Benefit, Special Piece-rate Allowance/Fitment of Piece-Rated Workers in the Revised Group Wages.

- 3.11.1 The minimum guaranteed benefit @ 19% of Basic (i.e. Group Wages + SPRA + Compensatory MGB if any) + DA + SDA + Attendance Bonus as on 30.06.2021. There will be no change in the Group Wages as fixed in terms of clause 3.2.0.

3.11.2 Special Piece-Rate Allowance

Piece-rated workers who were on the rolls on 30th June, 2021 and continued to be so on 1st July 2021 and thereafter, the following amount, as indicated against each group, will be paid as SPRA annually in addition to their existing SPRA, to provide motivation for achieving higher productivity. This will be effective from 1.7.2021. (However, the SPRA will accrue from the anniversary date of employee concerned).

Veerai *Altex* *Divyanshu* *Monley*
Renuka *Divyanshu* *Monley*
Harsh *Wiley*
Bhavna *Bharti*

S.P.R.A.

| Group | Rate of Annual SPRA (Rs. per day) | |
|-------|---|-------------------------------|
| | As per 10 th Wage Agreement for CIL and SCCL w.e.f. 01.07.2016 | Revised Rates w.e.f. 1.7.2021 |
| I | 25.47 | 37.85 |
| II | 26.00 | 38.63 |
| III | 26.61 | 39.54 |
| IV | 26.79 | 39.81 |
| V | 33.25 | 49.41 |
| VA | 33.43 | 49.67 |

SPRA will be increased by 3% annually.

SPRA already drawn on and from 1st July, 2021 onwards will be adjusted and the employees will be entitled to the payment of difference between the rates agreed to herein above and the payment already made to them.

The matter of payment of SPRA to the piece-rated employee working in MP, Chhattisgarh, Maharashtra and Assam shall be deliberated and decided in the Standardisation Committee.

3.11.3 Piece-rated workers appointed on or after 1st July, 2021 will also be entitled to earn the Special Piece-rated Allowance after completion of one year continuous service in the manner, time rated workers are granted annual increment as per I.I. No.24 dated 01/12/2011 of NCWA-VIII.

3.11.4 The Special Piece-rate Allowance will not count for computation of tub rates/piece-rates/pro-rata payment for additional tubs. This amount will, however, be treated as basic for all other purposes.

3.12.0 **Grant of one Additional SPRA to Piece-Rated Workers who have remained in the same group for a period of seven/eight years in respect of underground and surface respectively.**

NOTE:

While an employee engaged in a lower group is temporarily engaged in higher group and subsequently reverted to lower group, the period spent in work of higher group will be treated as having worked in lower group. Where the employee is engaged in work of different groups involving frequent changes in group wages, all such cases or any other dispute as to whether due to change of group, a piece-rated employee will be eligible for one additional SPRA or not, the matter related to SPRA will be mutually settled in the Standardisation Committee.

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Chapter-IV

Underground Allowance

- 4.1.0 The Underground Allowance shall continue to be paid to those employees working underground as defined under the Mines Act 1952, Rules and Regulations framed thereunder.
- 4.2.0 Underground allowance shall be 11.25% of revised Basic as on 01/07/2021 and amount so arrived at shall remain fixed and will be paid for the entire period of this agreement. The revised UG allowance will be paid with effect from 01/07/2021.

In case of Assam (North East Coalfields), Underground allowance shall be 13.13% of revised Basic as on 01/07/2021 and amount so arrived at shall remain fixed and will be paid for the entire period of this agreement. The revised UG allowance will be paid with effect from 01/07/2021.

4.3.0 The Underground Allowance shall be treated as Wages as hitherto and will be taken into account for the following purposes:

- i. Calculation of Earned Leave/Annual Leave wages
- ii. Payment of National/Festival holidays.
- iii. Sick leave/Casual leave with wages
- iv. Overtime allowance
- v. Gratuity and Post Retirement Benefit Scheme
- vi. Contribution towards CMPF/other contributory Provident Fund
- vii. Injury on Duty

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Jameson

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McCarthy



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Chapter-V Allowances

5.1.0 Special Allowance : (To be paid w.e.f. 01/07/2021)

It will be paid @ of 5% of revised Basic as on 01/07/2021 and shall remain fixed in absolute amount for the entire period of this agreement. This revised Special allowance will be paid w.e.f 01/07/2021.

5.2.0 Other allowances : (To be paid w.e.f. 01/06/2023)

5.2.1. Washing Allowance

Employees who will be provided with uniform by the Management will be paid a Washing Allowance at the rate of Rs 187.50/- per head per month. In respect of Nursing Staff, however, the amount of Washing Allowance payable to them will be Rs. 218.75/- per head per month. Where washing of uniforms is arranged by the Management, the Washing Allowance will not be paid.

5.2.2 Transport Subsidy

5.2.2.1 Employees who do not utilise Company's transport either free or on payment of nominal or subsidised rate will be paid transport subsidy at the rate of Rs. 28.75/- per day of actual attendance.

5.2.2.2 In case of an employee transferred/deployed to another Colliery, if such employee is required to report at the old place of work from where he is required to report to the new place of work for duty the existing arrangement for transporting them from the old colliery to the new colliery will continue. He will, however, get Rs. 28.75/- per day of actual attendance as long as he is required to report the old place of work.

5.2.3 Additional Transport Subsidy

Additional Transport Subsidy/Night Shift Allowance at the rate of Rs. 50/- per day of work will be paid to those in the last shift in night whether it is called Night Shift or third shift or C shift.

5.2.4 Conveyance Reimbursement

Car/Scooter/Moped/Motor Cycle (Four Wheeler & Two Wheeler) conveyance reimbursement will be paid at the rate of Rs. 62.50/- per day of attendance. Employees getting Conveyance Reimbursement shall not be entitled for Transport Subsidy. The existing employees who are having valid driving license with ownership of the vehicle will be eligible for conveyance reimbursement.

5.2.5 Nursing Allowance

Nursing staff will be paid Rs. 500/- per month as Nursing Allowance.

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Waney
Mandy
Bawali*

5.2.6 Difficulty Allowance

5.2.6.1 Thin Seam Allowance Considering the special difficulties of piece-rated and time rated/monthly rated workers in the face underground in thin seams the following payment shall be made.

Rate of Payment:

- (i) Seams above 1.5m thickness - Nil
- (ii) Seams of 1 meter to 1.5 meters thickness
 - (a) An amount equal to 5% of revised basic for basket loading and 2.5% of revised basic for shoveling on to conveyor.
 - (b) An amount equal to 2% of revised basic for time rated, monthly rated and other piece-rated workers required to work at a place where height is between 1 to 1.5 m.
- (iii) Seam below 1 meter thickness: The management assured that seams below 1 meter thickness will not be worked till the signing of the next agreement.

5.2.6.2 Working in Heavy Watery Conditions - Underground Rain coats, Gum boots and hoods shall be provided need based to such of the workmen who are exposed to heavy watery conditions in underground mines.

5.2.6.3 Travelling over Steep Gradients Where travelling over steep gradients exceeds 1000 meters and the average gradient is in excess of 1 in 3, an allowance of Rs. 12.50 /- per shift will be paid to each of the workers working in such a mine or district or section. Where such traveling exceeds 2000 meters, this allowance will be Rs.25.00 /- per attendance.

NOTE: For this purpose, the average gradient means the level difference between bottom of pit or incline mouth to the relevant working place divided by the plan distance between the two places.

5.2.6.4 Dust

Workmen exposed to heavy dusty conditions at the place of work will be provided with "Dust Mask". Efforts will be made for effective dust suppression at working place so that workmen are not exposed to heavy dusty conditions.

5.2.7 Fuel Allowance

The cost of one LPG Cylinder (14.5 KG.) at Govt. rate will be reimbursed in lieu of free supply of Coal

Chapter –VI

Leave and National/Festival Holidays

6.0 Annual Leave with Wages

6.1.0 Annual leave with wages will be continued to be governed by the provisions of the Mines Act, 1952.

Note: For the purpose of computation of attendance for determining the eligibility for earned leave, all authorized paid leave (Sick Leave with full pay, Casual leave with pay, Maternity leave with pay, Child Care leave days of absence on account of injury arising out of employment or on account of occupational disease with pay, as well as paid holidays) would be included. These paid leave would, however, not earn any leave.

6.2.0 The prevalent practices in respect of Earned Leave, Casual leave and paid festival holidays will, however, continue if more favorable.

6.3.0 Accumulation of Earned Leave/Annual Leave with Wages.

Accumulation of Earned Leave/Annual Leave will be **150** days prospectively.

6.4.0 Encashment of Earned Leave.

The workmen will be entitled to get encashment of earned leave at the rate of 15 days per year. On discontinuation of service due to death, retirement, superannuation and VRS, the balance leave or **150** days whichever is less will be allowed for encashment.

6.5.0 Sick Leave and Special Leave

6.5.1 The existing provision relating to Sick Leave of 15 days with full pay in a calendar year will continue. Sick leave with full pay will accumulate up to **150** days prospectively.

6.5.2 Grant of Special Leave to employees suffering from Heart disease, TB, Cancer, Leprosy, Paralysis, Renal diseases, H.I.V. and Brain disease/disorder.

Employees suffering from Heart disease, TB, Cancer, Leprosy and Paralysis, Renal diseases, H.I.V. and Brain diseases/disorder shall be granted leave at 50% of emoluments i.e. Basic Pay+VDA+SDA till they are declared fit by the Company Medical Board or any other hospital to which the cases may be referred for treatment by the Management duly vetted by the company Medical Board. Additional diseases such as Liver cirrhosis, complete Blindness shall be examined and the report will be submitted in Standardization Committee of JBCCI-XI.

6.6.0 Casual Leave with pay

Employees shall be entitled to a maximum of 11 days of Casual Leave with wages in a calendar year and those joining during the year shall be allowed to avail it proportionately.

6.7.0 Maternity Leave & Child Care Leave

As per the office order no. CIL/C-5B/JBCCI/277 dated 28.04.2016.

6.9.0 Paternity Leave

Paternity leave for 5 days shall be granted to eligible male employees for maximum two children upto 6 months from the date of delivery of the child based on documentary evidence. In case the leave is not availed, it will be treated as lapsed.

ATWC

Banavarad

DKW

Joining

Jeff

16

Money
Money
Money

Praveen

6.10.0 Study Leave

Study leave without pay for a maximum duration of 2 years shall be granted to eligible employees for completion of Post Graduate Diploma in Management (equivalent to MBA) in top five Indian Institute of Management (IIM) i.e. IIM Ahmedabad, Bengaluru, Calcutta, Indore, Lucknow.

6.11.0 Quarantine Leave

As per the certified standing orders of the establishment.

6.12.0 National/Festival Holidays

Employees covered under this agreement shall be entitled to avail 9 (nine) National/Festival holidays with wages in a calendar year which includes paid holiday specifically for Dr. BR Ambedakar Jayanti i.e. 14th April.

~~W.A.T.C~~ *Dasgupta* ** *W.H. Murray*
Howard *Mc Farley*
John *Brown*

Chapter – VII

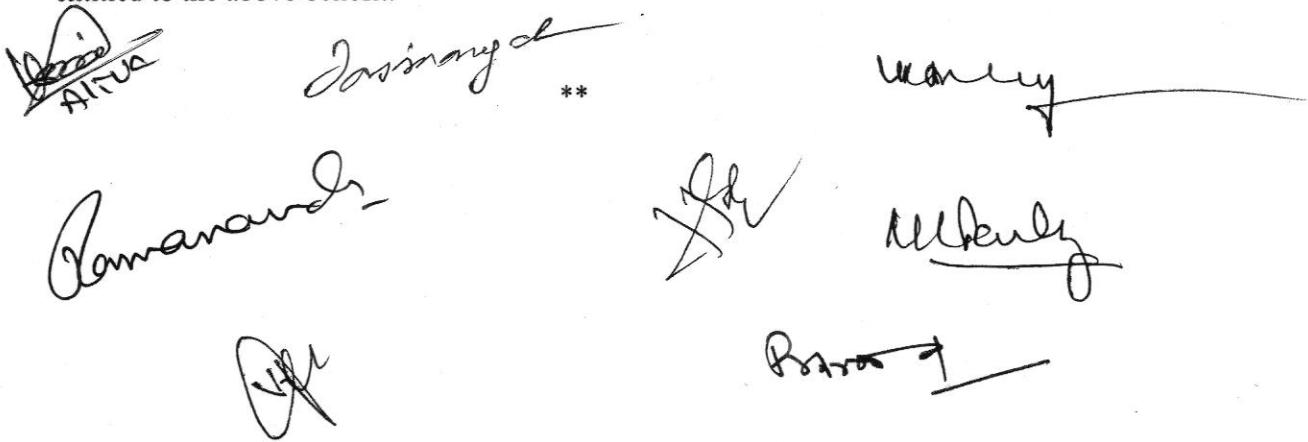
Visit to Home Town and Bharat Bhraman

7.0 Travel Assistance

7.1.0 Employees are entitled to travel assistance for visiting their home town and for "Bharat Bhraman" once in a block of 4 years. A lump sum amount of Rs. 10,000/- and Rs 15,000/- shall be paid for visiting 'Home town' and 'Bharat Bhraman', respectively.

7.1.1 To avail the above facility, an employee has to put up attendance of 190 & 240 days for UG and surface respectively, in the preceding year.

7.1.2 Where both wife and husband are employed in the same coal company, they will be jointly entitled to the above benefit.



AITRA Jasssingh ** Manley

Romanand J. H. V. B. R. S. A.

J. H. V.

Chapter – VIII

House Rent Allowance

8.1.0 HOUSE RENT ALLOWANCE (Other than Urban Areas)

8.1.1 House Rent Allowance shall be fixed @ 2.5% of revised Notional Basic as on 01/07/2021 and shall remain fixed in absolute amount for the entire period of this agreement to those employees who have not been provided with residential accommodation. The revised HRA will be paid w.e.f. **01.06.2023**.

8.1.2 Payment of House Rent Allowance will be regulated as indicated below :

- (a) Employees excepting those who have been allotted the following types of house individually will be eligible for House Rent Allowance **at the rate mentioned above**.
 - (i) Any pucca house consisting of one or more rooms with common or separate latrine and bath.
 - (ii) House under New Housing Scheme, Low Cost Housing Scheme or single room, arch type tenements with latrine and bath.
- (b) If a double roomed house has been allotted to two workmen, both the allottees shall be entitled to 50% of house rent allowance each per month per head.
- (c) If single roomed house is allotted to more than one person or if a double roomed house is allotted to more than two persons, all the allottees shall be eligible for House Rent Allowance **at the rate mentioned above**.
- (d) Employees who have been allotted a seat in the barracks or mess or hostel shall be eligible for House Rent Allowance **at the rate mentioned above**.
- (e) Where husband and wife both happen to be employees and where any one of them is allotted the same house of the type referred to in Clause (a) above, they shall not be entitled to House Rent Allowance.
- (f) Employees who have been allotted single room or Arch type tenement however will be entitled to House Rent Allowance if the house is not provided with separate or common latrine/bathroom.



8.1.3 House Rent Allowance for Employees in Urban Areas.

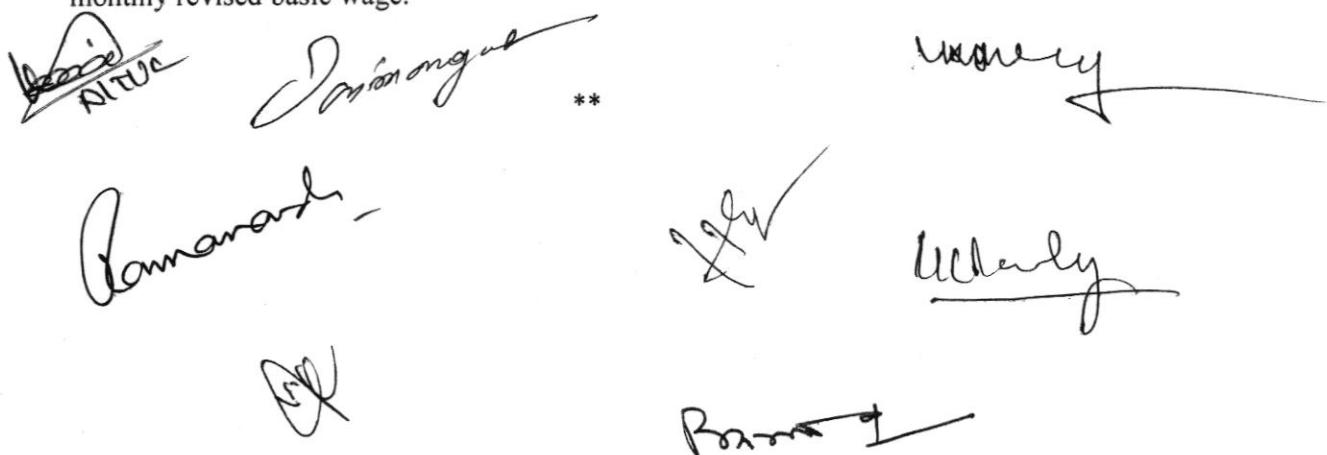
It shall be applicable from **01.06.2023** on the revised basic, as per Central Government's Notifications/guidelines.

8.2.0 House Rent Recovery

- 8.2.1 No recovery will be made as house rent from employees who have been provided with residential accommodation
- 8.2.2 Eligibility/entitlement for allotment of different type of quarters will be decided by Standardisation committee

8.3.0 Recovery of Electricity Charges

- 8.3.1 In the Coalfield areas where the employees are provided with company quarters together with electricity by the Management, the employees will be required to pay at the rate of 1% of the monthly revised basic wage.



Handwritten signatures and initials of committee members:

- K. S. Rave
- D. S. Ganguly **
- M. G. Money
- R. Kannan
- S. J. S. Jayaram
- U. Chandy
- R. S. Ramamurti

Chapter – IX Social Security

9.1.0 Life Cover Scheme

An amount of Rs.1,56,250/- will be paid under the Life Cover Scheme w.e.f. 01.06.2023.

9.2.0 Workmen's Compensation Benefits:

It is agreed that –

9.2.1 The employees covered by this Agreement shall be entitled to the benefits admissible under The Employee's Compensation Act. 1923.

9.2.2 The benefits under the Employee's Compensation Act will not be affected adversely on account of the revision of wages by this agreement.

9.2.3 An employee who is disabled due to accident arising out of and during the course of employment, will get full basic wages and dearness allowance from the date of accident till he/she is declared fit by the Company's Medical Officer. The disabled employee will have to remain under the treatment of the Coal Company's Medical Officer or in a hospital approved/referred by the coal company to be entitled to the benefit.

9.2.4 The compensation shall be paid on the basis of the last wages drawn immediately before the employee met with the accident.

9.2.5 It is further agreed that the payment of wages made to employees during the period of temporary disablement due to accident arising out of and in course of employment will not be deducted from the lump sum amount payable towards compensation for any permanent, partial or total disablement resulting therefrom.

9.2.6 An exgratia amount of Rs.90,000/- will be paid in addition to the compensation under The Employee's Compensation Act in case of death or permanent total disablement. It will be effective from **01.06.2023**.

9.2.7 An amount of **Rs. 15 lakh** shall be paid to the next of kin of an employee in case of a fatal mine accident.

Note: The definition of mine accident shall be discussed in the Standardization Committee of JBCCI-XI.

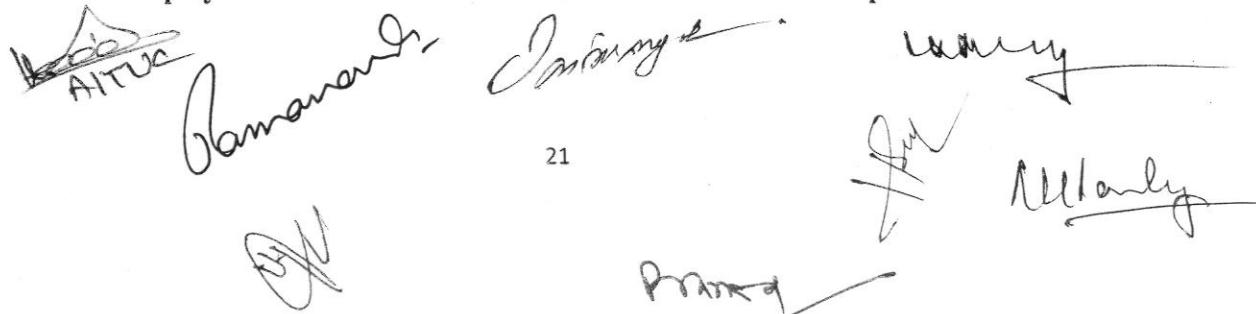
9.3.0, 9.4.0 Provision of Employment/payment of monthly monetary compensation to

& 9.5.0 Dependent

9.3.0 Employment to one dependent of an employee dying while in service, as being implemented in "10th Wage Agreement for CIL and SCCL" shall continue on Basic Wage of Cat. I as trainee for six months. Other issues of dependent employment including qualification on appointment shall be deliberated in Standardization Committee of JBCCI-XI.

9.4.0 On Clause 9.4.0, a Sub-Committee shall be constituted which shall submit its report to the Standardization Committee of JBCCI-XI. Till then Status quo shall be maintained.

9.5.0 Provisions of monthly monetary compensation to female dependent (widow) in lieu of employment shall continue on minimum basic of Cat. I as per extant rule.



- 9.5.1 If wife is predeceased, as per records of the deceased employee, the eldest child from 12 years upto the age of 18 years shall be entitled for payment of 50% of the monthly monetary compensation applicable to the female dependent (widow).
- 9.5.2 The dependent of the deceased employee, irrespective of gender, if of 12 years and above in age shall be kept on a live roster and would be provided employment when she/he attains the age of 18 years.
- 9.5.3. Generally the status of indirect dependent is reckoned at the date of death. However, in cases where daughter-in-law is widowed during the process of dependent employment of the son of the deceased employee, she can be considered for employment subject to fulfillment of all other rules applicable for dependent employment.

9.6.0 Coal Mines Pension Scheme 1998 (CMPS-1998)

To sustain the corpus of CMPS 1998, the JBCCI agreed that both the employee as well as employer shall contribute equally i.e. 7% of revised Basic & VDA and will continue.

9.7.0 Contributory Post-Retirement Medicare Scheme for Non-Executives (Modified) [CPRMS-NE (Modified)]

It shall be governed as per the CPRMS-NE (Modified). Matter of sustainability of corpus of CPRM-NE (Modified) and other issues shall be deliberated in the Standardization Committee of JBCCI-XI.

9.8.0 Gratuity

9.8.1 The maximum ceiling of gratuity is Rs. 20 lakhs. The amount shall be enhanced as per the notification received from the Government in this regard.

Information received from the Government in this regard.

Armenia *Armenia* ** *Armenia* *Armenia* *Armenia*

Belarus *Belarus* *Belarus* *Belarus* *Belarus* *Belarus*

Georgia *Georgia* *Georgia* *Georgia* *Georgia* *Georgia*

Kazakhstan *Kazakhstan* *Kazakhstan* *Kazakhstan* *Kazakhstan* *Kazakhstan*

Kyrgyzstan *Kyrgyzstan* *Kyrgyzstan* *Kyrgyzstan* *Kyrgyzstan* *Kyrgyzstan*

Ukraine *Ukraine* *Ukraine* *Ukraine* *Ukraine* *Ukraine*

Uzbekistan *Uzbekistan* *Uzbekistan* *Uzbekistan* *Uzbekistan* *Uzbekistan*

Chapter – X

Housing, Water Supply, Medical & Educational Facilities

10.1.0 House

- 10.1.1 All the standard houses to be constructed will be provided with electricity, water tap and fan.
- 10.1.2 The Standard houses which have not yet been provided with electricity, water tap and fan will also be provided with the same. Other houses, belonging to the companies for which the occupants are not entitled to house rent allowance will also be provided with fan.
- 10.1.3 All quarters/hutments belonging to coal companies will be repaired and maintained by the respective management. Adequate fund will be provided for this purpose.

10.1.4 Town Administration

There will be a separate Town Administration Department in each Company with the responsibility of maintaining the houses, water supply and sanitation. A Public Health Engineer/Civil Engineer will be in-charge of maintenance of water supply system in each Area. The Town Administration set-up is to become operative in three months' time from the date of signing the Agreement.

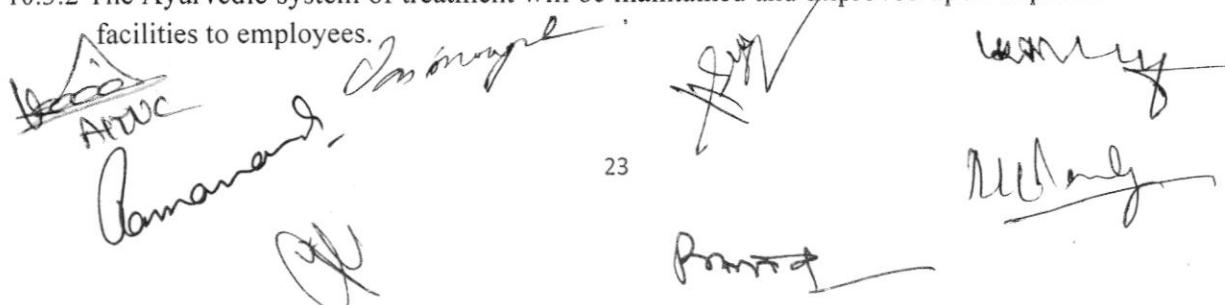
10.2.0 Water Supply

- 10.2.1 It is reiterated that water supply scheme will be provided so as to ensure supply of 15 gallons of treated water per employee per day in quarters. Steps will be taken to ensure that short term schemes are made to supply water till long term schemes become operative. It will also be ensured that potable water is made available at work sites. Steps will be taken to ensure that filtration plants are operative.

10.3.0 Medical facilities.

- 10.3.1 Every endeavor will be made by the management to achieve the rate of one hospital bed for 100 employees. However, it will be ensured that the ratio of 1 to 100 will be achieved during the period of the agreement. It is agreed that efforts will be made to improve the quality of medical services by providing infra-structural facilities and keeping other suitable measures including handing over the medical services to reputed agencies for Medicare. The recommendation of the Kumarmangalam Committee will also be kept in view. Budgetary provision would be made for medical services at a rate not less than Rs.3000/- per employee per annum excluding capital expenditure and establishment costs for next five years.

- 10.3.2 The Ayurvedic system of treatment will be maintained and improved upon to provide medical facilities to employees.



Handwritten signatures and initials of various officials, including V. A. R. A. V. C., A. M. A. N. A. D., S. M. S., and others, positioned around the page.

10.4.0 Ambulance

Each Colliery/large establishment will be provided at least with one Ambulance. All the ambulances well equipped with necessary facilities will be kept in working order and made available whenever necessary.

10.5.0 Pneumoconiosis

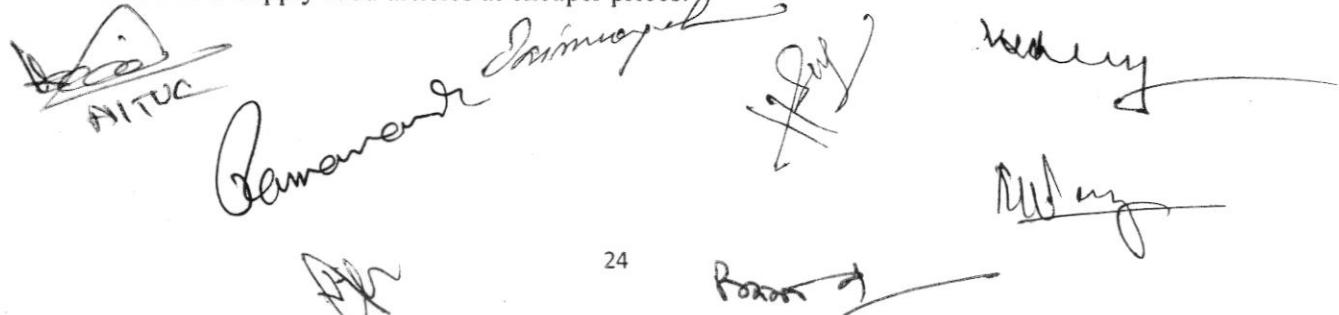
- 10.5.1 In order that pneumoconiosis detected and facilities for arresting and cure of the disease are created, adequate machinery for the same will be established in each company. Where such machinery has not been established in each coal producing company a Medical Board to deal with problem of pneumoconiosis will be kept operational and will start functioning. These Medical Boards would examine the cases of pneumoconiosis within 7 days of receipt of detection of pneumoconiosis.
- 10.5.2 If an employee is stopped from work by any competent authority because of detection of pneumoconiosis and on the ground that his continuance in work will lead to deterioration and if the findings of Medical Board are to the effect that he was suffering from pneumoconiosis, he will be paid wages for the entire period of sickness.
- 10.5.3 Necessary steps will be taken for identification of pneumoconiosis.

10.6.0 Educational Facilities and Workers Education

- 10.6.1 (a) The existing practice of grant-in-aid to Private Committee Managed Schools will continue. The Welfare Board of the Subsidiary company will regulate payment of such grants/evolve norms for such payments.
- (b) Where the workers come forward with their own contribution for the running of educational institutions, matching grants will be given by the Coal Companies.
- 10.6.2 Re-imbursement of tuition fees and hostel charges will be made to the sons/daughters of employees who secure admission for pursuing Engineering degree in all IITs & NITs and all Govt. Engineering Colleges and Medical Colleges within India.

10.7.0 Canteen

- 10.7.1 There will be canteen in each of the Colliery/Establishment, which will run on No Profit No Loss basis. Utensils and fuel required by the canteen will be supplied by the Colliery/Establishment. Management may also consider providing financial assistance giving to the Canteen management Committee depending on the size and operation of the canteen to enable it to supply food articles at cheaper prices.



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10.8.0 Other Welfare Activities

10.8.1 Various activities undertaken by the erstwhile Coal Mines Labour Welfare Organization such as Preventive Health Care, Family Welfare, M.P.I., Games and Sports, Cultural programmes, Adult Education, Community Development etc., will continue to be activated and strengthened by the coal companies so as to improve the quality of life.

10.9.0 Holiday Home/Rehabilitation Center

10.9.1 Efforts will be made to improve the facilities at existing holiday homes, rehabilitation centers and hostels.

AIAC *Domestic* **** *Welfare*
Residential *Play* *Relax*
DKV *Board*

Chapter – XI

Production, Productivity, Efficiency And Industrial Harmony

11.1.0 Management and workers' representatives agree to cooperate for creating a harmonious industrial environment conducive to the growth and financial viability of coal industry. With this objective in view, both the Management and workers' representatives are fully committed to the accomplishment of the following tasks related to productivity, efficiency and industrial harmony:

- To endeavor to minimize the operational expenses and to increase productivity and profitability
- Unions will cooperate positively and pro-actively to increase the productivity to the maximum extent.
- Unions will co-operate fully and effectively for optimum utilization of equipment in mines.
- To achieve targets of production and productivity at each Unit, Area and Company level
- To ensure optimum utilization of resources like manpower, equipment, materials, power etc., and to ensure that wastage of all kinds are minimized.
- To strive to achieve increase in capacity utilization to the maximum extent.
- Introduction of appropriate new technology keeping in view the mining conditions in the country.
- To introduce multi-skill working including man riding wherever possible in conjunction with mechanization of underground working.
- To introduce productivity linked incentive scheme at the production units based on Industrial Engineering studies.
- To undertake jointly a programme of training and retraining of workers for introduction of new technology and to cooperate in redeployment of trained workers.
- To cooperate in ensuring full equipment utilization.
- To Cooperate in redeployment/ rationalization of manpower whenever called for.
- To take joint steps to reduce absenteeism in mines.
- To evolve a participative culture in the Management in the Industry at all levels and to ensure industrial peace and harmony.
- To strive continuously to reduce cost and bring austerity so that financial health of the industry will improve.

- To ensure maintenance of quality of coal supplies to the consumer to ensure consumer satisfaction.
- To cooperate in ensuring maximum level of safety and accident free working in coal mines and ensuring good and healthy working conditions.
- To cooperate in introduction of a reliable information system to build up strong data base.
- To eliminate wastage and misuse of free amenities like power, water, coal and medical facilities. etc.
- To cooperative in improving the quality of life and implementation of welfare measures.
- To monitor the effective implementation of jointly agreed objectives a Management – Working Group will be constituted at the Apex and Subsidiary level. This Group will examine targets in respect of all the objectives including the choice of technology and review the performance every six months.

11.2.0 A committee will be constituted at each company which will monitor the steps taken in this regard.

  **  
 


Chapter – XII

General

12.1.0 The Trade Union representatives of JBCCI agree to extend their co-operation and support in achieving the targets set for Production, Productivity, Dispatch, Quality and reduction in cost at all levels. All out efforts will be made to maintain the tempo both in terms of increase in productivity and volume of production so that the increase in expenditure is met through generation of resources and there is no increase in the labour cost per unit.

12.1.1 Existing Benefits

The existing benefits and facilities not covered or altered by this Agreement shall continue as hitherto.

12.2.0 Weekly Day of Rest

Weekly day of rest will be as per the Mines Act 1952 and rules made thereunder.

12.2.1 Wages for Weekly Day of Rest

Wages for working on weekly day of rest, will be twice of ordinary rate of wages.

12.3.0 Contract Labour

The provisions with regard to Contract Labour will be followed as under:

- (i) Industry shall not employ labour through Contractor or engage Contractors' labour on jobs of permanent and perennial nature.
- (ii) Jobs of permanent and perennial nature, which are at present being done departmentally, will continue to be done by regular employees.
- (iii) Implementation of the recommendations of **High Power/Joint Committee as approved by the Board of Directors of CIL in its 371st meeting held on 12.09.2018 and subsequent office order issued on 09.10.2018** shall be monitored by a **Joint Committee of Management and Trade Unions**.
- (iv) The Management as a Principal Employer shall continue to monitor and supervise the implementation of various provisions of labour laws, CMPF including payment of contractor's workers.
- (v) Payment to the contractor labour by cheque or through Bank operating in the region.
- (vi) All contractors shall register their contract in the CLIP portal hosted for the purpose to ensure the payment of wages to the contractors' workers through Bank. It shall be mentioned in the NIT also.

12.4.0 Date of retirement.

If the date of birth of an employee falls on 1st day of the month, then the retiring employee will superannuate on the last day of the previous month. In all other cases employee will retire on last day of the month.

12.5.0 Anomaly in Pay Fixation

It is agreed that anomaly if any, arises in the fitment in pay fixation, the same shall be discussed jointly and resolved by the Standardization Committee.

12.6.0 Other Issues

12.6.1 It is agreed that while granting promotions, basic wage and increment which the employees were getting on SLP would be protected over and above the normal promotional benefits.

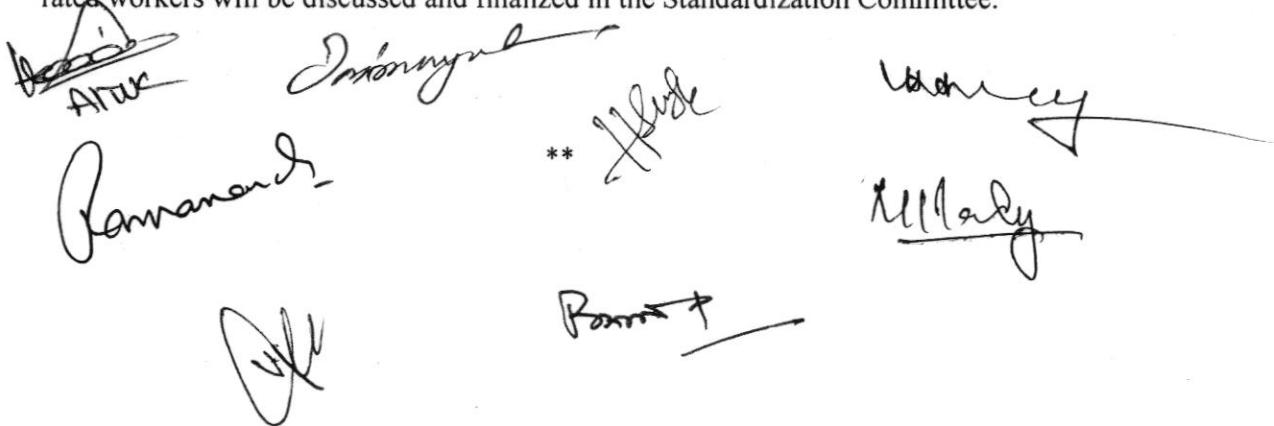
12.6.2 It is agreed in principle that anomaly, if any, is found in the fitment of SLP if the senior getting less should be rectified, senior should not get less than the juniors at any time. Modalities will be discussed in the Standardization Committee.

12.6.3 It is agreed that payment of arrears of this agreement shall also be made to those employees who have already separated or shall be separated on any account.

12.6.4 Issues relating to career growth of Diploma Holders shall be decided by the Standardisation Committee.

12.7.0 Modalities for promotions

Cadre scheme for promotional avenues for non-cadre underground/ opencast/surface & Piece-rated workers will be discussed and finalized in the Standardization Committee.



Chapter – XIII

Implementation of the Agreement

13.1.0 The Agreement including the wage structure shall come into force and will be implemented with effect from 1.7.2021 unless otherwise specified.

13.2.0 The Management and Employees' representatives agree that the terms of this agreement will be implemented faithfully and in a spirit of goodwill by the management and the unions.

13.3.0 During the period of operation of this agreement, no demand will be made or disputes raised in respect of matters settled by this Agreement.

13.4.0 It is agreed that the following committees shall be constituted for the purpose indicated below:

13.5.0 Standardization Committee.

- (i) It shall be the duty of this Committee to examine the different designations, job descriptions, disparities in service conditions amongst different sets of employees including hours of work, leave, holidays, categorization of jobs, anomalies as may be referred to the Committee.
- (ii) It will review the grouping of piece-rated workers and their workload, multi-skilled jobs where they exist.
- (iii) Consolidate the job description of different jobs available in different documents.
- (iv) It will also examine all cases of anomalies and disparities in regard to the job description, categorization and principle of service conditions of employees brought to its notice.
- (v) To determine the categorization and job description or left out jobs and new jobs which have come up as a result of introduction of new technology/machineries of higher capacities during the period of this agreement and thereafter.
- (vi) To examine the existing promotion policies operating in different Coal Companies, if any, and formulate uniform guidelines for channels of promotion etc.
- (vii) Any issue regarding interpretation/implementation of provisions made by the JBCCI will be subject to deliberation/examination by the Standardization committee and decision taken by the committee will be final.

13.6.0 Committee on Incentive Schemes or otherwise

Every coal company will constitute a Joint Committee consisting of the representatives of the Management and Central Trade Unions to have an in-depth study of the existing incentive/reward scheme and formulate model guidelines for introduction of incentive scheme to achieve higher levels of production and productivity.

13.7.0 Contractor workers engaged in mining activities by contractors are being paid wages as per recommendations of High Power committee issued by CIL vide office order issued on 12/09/2018. A joint committee will be constituted for revision of the wages and social security for contractor workers.



Handwritten signatures and initials of committee members, including:

- AN TUC (initials)
- Dasgupta
- Worley
- Barwani
- Worley
- Worley
- Barwani
- SK (initials)

| Main Members | |
|--|--|
| Representative of Workmen | Representative of Management |
| K LakshmaReddy, BMS <i>VL</i> | Pramod Agrawal, Chairman, CIL/JBCCI-XI <i>PA</i> |
| Surendra Kr. Pandey, BMS <i>SP</i> | Vinay Ranjan, Director (P & IR), CIL & Member Secretary, JBCCI-XI <i>VR</i> |
| Sudhir H. Ghurde, BMS <i>SG</i> | Debasish Nanda, Director (BD/Finance), CIL |
| Krishna Prasad Gupta, BMS <i>KPG</i> | Dr. P. S. Mishra, CMD, SECL |
| Nathulal Pandey, HMS <i>NP</i> | AP Panda, CMD, ECL |
| Shiv Kant Pandey, HMS <i>SKP</i> | PM Prasad, CMD, CCL |
| Siddharth Gautam, HMS <i>SG</i> | Manoj Kumar, CMD, WCL <i>MK</i> |
| Shiv Kumar Yadav, HMS <i>SY</i> | Samiran Dutta, CMD, BCCL <i>SD</i> |
| Ramendra Kumar, AITUC <i>RK</i> | Bhola Singh, CMD, NCL |
| V. Seetharamaiah, AITUC <i>VSS</i> | Keshav Rao, Director (Pers.), MCL |
| Haridwar Singh, AITUC <i>HS</i> | G. Srinivasan, Director (Finance), SECL |
| D. D. Ramanandan, CITU <i>DR</i> | Rakesh Kumar Sahay, Director (Finance), BCCL |
| Arup Chatterjee, CITU <i>AC</i> | N. Sridhar, Chairman-cum-Managing Dir., SCCL |
| Sujit Bhattacharjee, CITU <i>SB</i> | N. Balram, Director (PA & W), SCCL <i>NB</i> |
| Kumar Jaimangal, INMF-INTUC <i>KJ</i> | |
| SQ Zama, INMF-INTUC <i>SQZ</i> | 20.5.2023 |
| Soubhagya Chandra Pradhan, INMF-INTUC <i>SCP</i> | |
| B. Janak Prasad, INMF-INTUC <i>BJP</i> | |
| A. K. Choudhary, ED (Pers.)/HOD (MP & IR), CIL/Coordinator JBCCI-XI <i>H. Choudhary</i> | |

Alternate Members- CTUs

Mazrul Haque Ansari, BMS

Mazrul Haque Ansari
20/5/23

Jayant S. Asole, BMS

Jayant S. Asole
20/5/23

Pathlawath Madhava Nayak, BMS

Pathlawath Madhava Nayak
20/5/23

Arun Kumar Pradhan, BMS

Arun Kumar Pradhan
20/5/23

Riaz Ahemad, HMS

Riaz Ahemad
20/5/23

RV Raghunandan, HMS

RV Raghunandan
20/5/2023

Rajesh Kumar Singh, HMS

Rajesh Kumar Singh
20/5/2023

Madhav Prasad Agnihotri, HMS

Madhav Prasad Agnihotri
20/5/2023

Lakhan Lal Mahto, AITUC

Lakhan Lal Mahto
20/5/2023

Anit Chakraborty, AITUC

Anit Chakraborty
20/5/2023

Manda Narasimha Rao, CITU

Manda Narasimha Rao
20/5/2023

Sarfaraz Hafeez Baig, CITU

Sarfaraz Hafeez Baig
20/5/2023

Jitendra Singh Sodhi, CITU

Jitendra Singh Sodhi
20/5/2023

A.K. Jha, INMF-INTUC

A.K. Jha
20/5/2023

Chandi Banerjee, INMF-INTUC

Chandi Banerjee
20/5/2023

Birendra Singh Bisht, INMF-INTUC

Birendra Singh Bisht
20/5/2023

Gopal Narayan Singh, INMF-INTUC

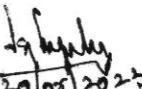
Gopal Narayan Singh
20/5/2023

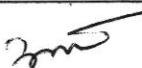
Other Officials of CIL

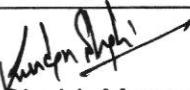

Sunil Kumar Mehta, Executive Director (Finance), CIL


A. Kumar Reddy, GM (IR & PM), SCCL


Gautam Banerjee, TS to Director (P & IR), CIL

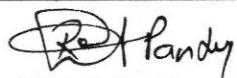

Kavita Nayudu, Additional GM (P), SCCL

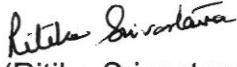

Rajarshi Dhar, Chief Manager (P), CIL

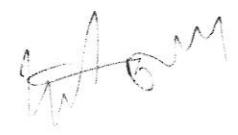

Kundan Shahi, Manager (Finance), CIL


Gaurav Mittal, Manager (Personnel), CIL

JBCCI Sectt.


(Rohit Kr. Pandey)
Manager (P/JBCCI), CIL


(Ritika Srivastava)
Dy. Manager (MP & IR), CIL


(Ashok Kr. Yadav)
Clerk Grade-II, MP & IR, CIL

Annexure-IIA
(Vide Clause 2.3.1)

Pay Benefits (w.e.f. 1.7.2021)

| Existing Pay (10 th Wage Agreement for CIL and SCCL) | | | Revised Pay w.e.f 01/07/2021 | |
|---|-----|----------|---------------------------------|----------|
| A. DAILY RATED WORKERS | | | | |
| Categories | | | | |
| I | Rs. | 1011.27 | Rs. | 1502.66 |
| II | Rs. | 1034.04 | Rs. | 1536.50 |
| III | Rs. | 1065.55 | Rs. | 1583.32 |
| IV | Rs. | 1087.17 | Rs. | 1615.44 |
| V | Rs. | 1132.33 | Rs. | 1682.55 |
| VI | Rs. | 1181.83 | Rs. | 1756.10 |
| B. DAILY RATED WORKERS (EXCAVATION) | | | | |
| Categories | | | | |
| Special | Rs. | 1393.24 | Rs. | 2070.24 |
| A | Rs. | 1325.69 | Rs. | 1969.86 |
| B | Rs. | 1248.78 | Rs. | 1855.58 |
| C | Rs. | 1195.75 | Rs. | 1776.78 |
| D | Rs. | 1154.04 | Rs. | 1714.81 |
| E | Rs. | 1078.74 | Rs. | 1602.92 |
| C. MONTHLY RATED WORKERS (TECHNICAL AND SUPERVISORY GRADE) | | | | |
| Grades | | | | |
| A1 | Rs. | 47802.52 | Rs. | 71030.56 |
| A | Rs. | 37063.41 | Rs. | 55073.14 |
| B | Rs. | 34391.65 | Rs. | 51103.12 |
| C | Rs. | 31852.56 | Rs. | 47330.25 |
| D | Rs. | 29460.30 | Rs. | 43775.55 |
| E | Rs. | 28242.84 | Rs. | 41966.51 |
| F | Rs. | 27930.19 | Rs. | 41501.93 |
| G | Rs. | 27541.77 | Rs. | 40924.77 |
| H | Rs. | 26959.07 | Rs. | 40058.93 |
| D. MONTHLY RATED WORKERS (CLERICAL GRADE) | | | | |
| Grades | | | | |
| Special | Rs. | 34391.65 | Rs. | 51103.12 |
| I | Rs. | 31852.56 | Rs. | 47330.25 |
| II | Rs. | 29460.30 | Rs. | 43775.55 |
| III | Rs. | 28242.84 | Rs. | 41966.51 |

Annexure-II B
(Vide Clause 2.3.2)

Pay Benefits for Assam (North East) Coalfields (w.e.f. 1.7.2021)

| | Existing Pay (10th Wage Agreement for CIL and SCCL) | Revised Pay w.e.f 01/07/2021 |
|---|---|---|
| A. DAILY RATED WORKERS | | |
| Categories | | |
| I | Rs. 1162.96 | Rs. 1728.06 |
| II | Rs. 1189.19 | Rs. 1766.97 |
| III | Rs. 1225.39 | Rs. 1820.82 |
| IV | Rs. 1250.24 | Rs. 1857.76 |
| V | Rs. 1302.20 | Rs. 1934.93 |
| VI | Rs. 1359.09 | Rs. 2019.52 |
| B. DAILY RATED WORKERS (EXCAVATION) | | |
| Categories | | |
| Special | Rs. 1602.23 | Rs. 2380.77 |
| A | Rs. 1524.55 | Rs. 2265.34 |
| B | Rs. 1436.12 | Rs. 2133.92 |
| C | Rs. 1375.11 | Rs. 2043.30 |
| D | Rs. 1327.10 | Rs. 1972.03 |
| E | Rs. 1240.52 | Rs. 1843.36 |
| C. MONTHLY RATED WORKERS (TECHNICAL AND SUPERVISORY GRADE) | | |
| Grade | | |
| A1 | Rs. 54969.80 | Rs. 81685.14 |
| A | Rs. 42624.81 | Rs. 63334.11 |
| B | Rs. 39555.14 | Rs. 58768.59 |
| C | Rs. 36632.35 | Rs. 54429.79 |
| D | Rs. 33884.78 | Rs. 50341.88 |
| E | Rs. 32482.59 | Rs. 48261.48 |
| F | Rs. 32122.56 | Rs. 47727.22 |
| G | Rs. 31677.28 | Rs. 47063.49 |
| H | Rs. 31009.35 | Rs. 46067.77 |
| D. MONTHLY RATED WORKERS (CLERICAL GRADE) | | |
| Grades | | |
| Special | Rs. 39555.14 | Rs. 58768.59 |
| I | Rs. 36632.35 | Rs. 54429.79 |
| II | Rs. 33884.78 | Rs. 50341.88 |
| III | Rs. 32482.59 | Rs. 48261.48 |

Illustrations for Fixation

Example-1 (For Daily Rated, Cat - I)

| | As on 30.06.2021 | As on 01.07.2021 |
|------------------------|-----------------------------|-----------------------------|
| Basic Wage | 1011.27 | 1502.66 |
| Attendance Bonus | 101.13 | 150.27 |
| Variable D.A | 281.13 | 0.00 |
| Special D.A | 18.15 | 26.97 |
| Total | 1411.68 | 1679.90 |
| Fitment Benefit | 268.22 | |
| Total | 1679.90 | |

Example-2 (For Daily Rated, Excavation SPL)

| | As on 30.06.2021 | As on 01.07.2021 |
|------------------------|-----------------------------|-----------------------------|
| Basic Wage | 1393.24 | 2070.24 |
| Attendance Bonus | 139.32 | 207.02 |
| Variable D.A | 387.32 | 0.00 |
| Special D.A | 25.01 | 37.16 |
| Total | 1944.89 | 2314.42 |
| Fitment Benefit | 369.53 | |
| Total | 2314.42 | |

Example-3 (For Monthly Rated, Clerical -III)

| | As on 30.06.2021 | As on 01.07.2021 |
|------------------------|-----------------------------|-----------------------------|
| Basic Wage | 28242.84 | 41966.51 |
| Attendance Bonus | 2824.28 | 4196.65 |
| Variable D.A | 7851.51 | 0.00 |
| Special D.A | 506.96 | 753.30 |
| Total | 39425.59 | 46916.46 |
| Fitment Benefit | 7490.86 | |
| Total | 46916.46 | |

Example-4 (For Monthly Rated, T&S A1)

| | As on 30.06.2021 | As on 01.07.2021 |
|------------------------|-----------------------------|-----------------------------|
| Basic Wage | 47802.52 | 71030.56 |
| Attendance Bonus | 4780.25 | 7103.06 |
| Variable D.A | 13289.10 | 0.00 |
| Special D.A | 858.06 | 1275.00 |
| Total | 66729.93 | 79408.61 |
| Fitment Benefit | 12678.69 | |
| Total | 79408.61 | |

Annexure-VDA
(Vide Clause 2.6.0)

| Period | | AICPI Index (1960=100) | Rates of VDA(% of Basic) (Base = 7819) |
|------------|------------|---------------------------|---|
| From | To | | |
| 01.07.2021 | 31.08.2021 | 7819 | 0.00 |
| 01.09.2021 | 30.11.2021 | 7941 | 1.6 |
| 01.12.2021 | 28.02.2022 | 8088 | 3.4 |
| 01.03.2022 | 31.05.2022 | 8239 | 5.4 |
| 01.06.2022 | 31.08.2022 | 8241 | 5.4 |
| 01.09.2022 | 30.11.2022 | 8456 | 8.1 |
| 01.12.2022 | 28.02.2023 | 8577 | 9.7 |
| 01.03.2023 | 31.05.2023 | 8706 | 11.3 |

Annexure-III A
(Vide Clause 3.2.0)

Revised Basic Wage Rates for Piece Rated Workers
(In Rs)

| Group | 10 th Wage Agreement for CIL and SCCL | | NCWA-XI (w.e.f. 01.07.2021) | |
|----------------|---|-----------------|--------------------------------|-----------------|
| | Rate | Fall Back Wages | Rate | Fall Back Wages |
| I | 1016.87 | 1011.27 | 1510.97 | 1502.65 |
| II | 1038.68 | 1025.52 | 1543.37 | 1523.82 |
| III | 1065.72 | 1043.11 | 1583.55 | 1549.96 |
| IV | 1070.97 | 1070.97 | 1591.35 | 1591.35 |
| V | 1108.56 | 1108.56 | 1647.21 | 1647.21 |
| VA | 1113.96 | 1113.96 | 1655.23 | 1655.23 |
| PR Trammers | 1108.56 | 1108.56 | 1647.21 | 1647.21 |

Annexure-III B
(Vide Clause 3.2.0)

Workload Rates of Wages of PR Workers of North East

| Name of work | Workload (in Cft.) | Daily Basic Wage rate (Rs.) | Rate per Cft. (Rs.) |
|--|-----------------------|--------------------------------|------------------------|
| A. Baragolai, Tipping & Ledo | | | |
| 1. Solid Cutting (Coal) | 24 Cft | 1794.77 | 74.79 |
| 2. Side Cutting (Coal) | 36 Cft | 1794.77 | 49.85 |
| 3. 3. Stone Cutting | | | |
| i) Manual | 14 Cft | 1794.77 | 128.20 |
| ii) With Drilling and Blasting | 22 Cft | 1794.77 | 81.58 |
| B Fall Back Wages | | 1794.77 | |
| When employed on Hazree | | 1857.88 | |
| C. SPRA will be @ Rs.27.21 per day | | | |
| D. Jeypore/Drill Collieries | | | |
| i) Composite works as agreed to in the earlier agreements. | 36 Cft | 1817.72 | 50.51 |
| ii) Fall back wages | | 1817.72 | |
| When employed on Hazree | | 1857.88 | |
| iii) SPRA will be @ Rs.40.43 per day. | | | |

Annexure-III C(i)
(Vide Clause 3.9.1)

Lead, Lift & Tub Pushing for Miners and Loaders

| | | 10 th Wage Agreement for CIL and SCCL Rates (per tub of 40.5 cft) OR (1.15 cu.m) (Rs.) | Revised Rates (w.e.f. 1 st July, 2021) (per tub of 40.5 cft) OR (1.15 cu.m) (Rs.) |
|----------|--|---|---|
| 1 | Lead (for Miners & Loaders) | | |
| | 0 to 50 ft. | NIL | |
| | 51 to 100 ft. | 11.30 | 16.79 |
| | 101 to 150 ft | 33.40 | 49.63 |
| | 151 to 200 ft | 56.43 | 83.85 |
| | 201 to 250 ft | 80.52 | 119.64 |
| | For every addl. 50 ft. beyond 250 ft | 34.94 | 51.92 |
| 2 | Lift for Miners & Loaders | | |
| | 0 to 10 ft. | NIL | |
| | 11 to 15 ft. | 11.3 | 16.79 |
| | 16 to 20 ft. | 21.24 | 31.56 |
| | 21 to 25 ft. | 33.84/33.40 | 50.28/49.63 |
| | For every addl. 5 ft. above 25 ft. | 22.56 | 33.52 |
| 3 | Tub Pushing | | |
| | For every 110 ft. or part thereof in Excess of the first 100 ft. | 4.03 | 5.99 |

Annexure – III C (ii)

(Vide Clause 3.9.2)

Lead & Lift for Overburden Removal Workers

| | | 10 th Wage Agreement for CIL and SCCL (Rs. per 1000 Cft) | Revised Rates (w.e.f. 01.07.2021) (Rs.per 1000 Cft.) |
|----------|--|--|--|
| 1 | Lead | | |
| | First 100 ft. | NIL | NIL |
| | For every 50 ft. or part of 50 ft. over the first 100 ft. | 297.74 | 442.41 |
| 2 | Lift | | |
| | First 10 ft. | NIL | NIL |
| | For every 5 ft. or part of 5 ft over the first 10 ft. | 148.86 | 221.19 |

Annexure – III C (iii)

(Vide Clause 3.9.3)

Lead & Lift Rate for Piece Rated Workers Other than Miners & Loaders

| SN | | 10 th Wage Agreement for CIL and SCCL Rates | Revised Rates (w.e.f. 01.07.2021) |
|----|---|---|--------------------------------------|
| | | (Rs.per 1000 Cft) | (Rs.per 1000 Cft.) |
| 1 | Lead | | |
| | For every 50 ft. or part of 50 ft. over the first 100 ft. | 26.74 | 39.73 |
| 2 | Lift | | |
| | For every 5 ft. or part of 5 ft over the first 10 ft. | 5.66 | 8.41 |

Annexure- III D**(Vide Para 3.2.0)****Grouping & Workload for Piece Rated Workers**

The Piece-rated workers shall be placed in six groups and their workload would be as indicated below :

| | | Workload |
|------------------|--|---|
| Group-I | | |
| | 1. Sand Cleaner | 108 Cft. |
| | 2 Earth Cutter(Outside quarry) | 84 Cft. Measured in solid as hitherto |
| Group-II | | |
| | 1. Depot Sand Loader | 150 Cft |
| | 2. River sand Loader | 122 Cft. Measured in solid as hitherto |
| Group-III | | |
| | 1. Overburden Removal | (a) Spoil removal : 72 Cft. (b) Earth Cutting & removal : 66 Cft. (c) Soft stone, shale and morrum : 53 Cft (d) Hard Stone : 40 Cft. |
| | 2. Wagon/Truck Loaders and Stackers | Workload at lead not exceeding 100 ft. |
| | (a) Wagon loading (Coal)/ Wagon unloading | 4.5 tonnes/ 6.75 tonnes |
| | (b) Truck loading/ Truck unloading | 4.5 tonnes/ 6.75 tonnes |
| | (c) Coal Stacking | 4.5 tonnes |
| | (d) Soft Coke loading/ Soft Coke unloading | 3.6 tonnes/ 5.4 tonnes |
| | (e) Hard coke loading/ Hard coke unloading | 3.2 tonnes/ 4.8 tonnes |
| | (f) Stacking soft coke/ Stacking hard coke | 3.6 tonnes/ 4.8 tonnes |
| | (g) Coal screening (both products) | 4.5 tonnes |
| | (h) Coal stacking (Soft coke manufacturing) | 4.5 tonnes. |
| | (i) Coal supplier (Hard coke manufacture in Coke Ovens Country Beehive & B.P.)* | 4.5 tonnes |
| | Note: Shale pickers to be paid separately *Does not include breaking of lumpy coal | |

| Group-IV | | |
|-----------------|---|---|
| | 1. Soft Coke 2. Stone Stacker(underground) | |
| Group-V | | |
| | 1. Main Driver (This workload applies to drivage of mains in level and rise galleries. For Drivage in Dip direction an extra payment of not less than 100% of the rate is to be paid) 2. Dyke cutter 3. Jhama (preceding and succeeding Dyke) 4. Stone Cutter | |
| | Size of the main 38 width x 58 height should be 1.5 running ft. per shift per head. Cutting when done (i) With hand 5 Cft. (ii) By Elec. & pneumatic drill 8 cft. When done with : (i) Hand – 14 cft. (ii) Elec. & pneumatic drill – 21 cft. (a) Cutting by chisels and hammer (i) Hard stone – 8 cft. (ii) Soft stone – 10 cft. (b) Drilling, Blasting & Muckling manually (i) Drilling by hand – 15 cft. (ii) Drilling by power drill – 25 cft. | |
| Group-VA | | |
| | 1. Pick Miner 2. Quarry Pickminer 3. Quarry Miner 4. Quarry Loader 5. Basket Loader 6. (M.C Loader) Shovel Loader (at face) 7. Filler (Andhra Pradesh) 8. Mechanised Face Crew Drill Coal Miners | 40.5 cft. 47.25 cft. 67.5 cft. 94.5 cft. 81 cft. To be decided at unit level 81 cft. Unit level 61 cft. |
| | Note: There will be no difference between development and depillaring area. | |
