



International Labour Organization

Good practices in collective bargaining: A compilation of case studies from Pakistan

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Foreword

Collective bargaining is a critical process whereby employers and workers can engage, through their organizations, to establish sound industrial relations. There are many examples of collective bargaining arrangements which contribute to strengthening labourmanagement and industrial relations in Pakistan, Even though it is difficult to capture all of the forms of collective bargaining, taking stick of such processes in their context, provides useful insight on this key element of social dialogue.

For the purpose of the study, relevant stakeholders representing workers, employers, government, civil society and research organizations were identified and interviewed. Some factory visits were also arranged to witness some of the provisions that are extended to workers under the Collective Bargaining Arrangements.

The present study is envisioned to be a step towards collating and documenting examples of good practices in collective bargaining in different economic sectors in the country. The rationale for this exercise is rooted in the need for drawing lessons from experience in terms of what works and what does not when it comes to advocating and representing the rights of workers through institutional mechanisms.

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Executive summary

It is widely recognized that industrial relations based on trust and social dialogue enhance productivity, increase efficiency and promote decent work. The need for a structured mechanism and system to carry out this dialogue becomes imperative in the given context of global transformation marked by market liberalization and deregulation and leading to implications for the workforce and rights of workers, employment and working conditions.

In Pakistan, the governing legislative frameworks for industrial relations include the provincial Industrial Relations Acts and the Federal Industrial Relations Act for coverage to more than one province (trans-provincial) at the federal level. The total number of unions including collective bargaining agents registered at the national level with NIRC (based on the trans-provincial clause) and the provincial labour departments according to a study¹ by ILO is 7,096 out of which only 19 per cent were collective bargaining agents.

Collective bargaining is a key means through which employers and their organizations and trade unions engage to establish sound industrial relations based on mutual trust and agreement. There are many examples of collective bargaining arrangements resulting in strengthening labour-management and industrial relations in the country. The challenge, however, is that collective bargaining is a 'process.' Therefore, sometimes it may not be captured in evidence as it is not uniform across the board and remains unique to varying contexts. It may also not always result in collective bargaining agreements. In some cases, collective bargaining may exist as an institutionalized and structured process while in others it may still be less formalized. In general, however, there is dearth of documented evidence base capturing the experiences of collective bargaining agents (CBAs) and the process of collective bargaining.

The present study is envisioned to be a step towards collating and documenting examples of good practices in collective bargaining in different economic sectors in the country. The rationale for this exercise is rooted in the need for drawing lessons from experience in terms of what works and what does not when it comes to advocating and representing the rights of workers through institutional mechanisms.

For the purpose of this study, collective bargaining is examined as an overarching institutional mechanism, encompassing both the process by which collective bargaining takes place, and the output in the shape of agreements as well as the outcomes of how collective bargaining impacts labour-management relations. In order to avoid confusion visà-vis the terminology, clear references are made throughout the report where a specific component (e.g. process or output) of the overall mechanism is discussed.

¹ ILO: *Trade union density in Pakistan* (Islamabad, 2018), unpublished.

Designed as a qualitative research study, the present compilation draws upon case examples of nine selected models representing various sectors including three from the textile sector, and one each from automobile, pharmaceutical, oil and gas, food, sports goods and packaging industry.

The analysis identifies what appears as the 'good practice' running common across all cases studies. The analysis is presented under four key themes including:

- content of collective bargaining agreements;
- process of negotiation;
- outcomes of collective bargaining; and
- key enabling factors in successful collective bargaining

The analysis further investigates whether provisions in the collective bargaining agreements of selected case studies are at par with law, above law or below. Most of the content and clauses were noted to fit in the 'above law' category. Several common elements were noted in terms of their content. All agreements, for example, covered a wide range of topics including financial benefits and aspects of workers' welfare and social security. In all cases, the agreement appeared to be structured as memorandum of settlements, enumerating various clauses governing the relationship between the workers and employers.

While the negotiation process and its preparation follows a sequenced series of activities stipulated in the law governing the industrial relations, the analysis reveals a number of 'good practices' followed by the negotiating parties to arrive at mutually benefiting agreements. In most cases, these practices were carried out, both informally and in a structured formalized way, to ensure that the process remains relevant, transparent and yields good results.

The key to a successful negotiation process was noted to be research and preparation by both parties. The interviews revealed that the CBA carried out detailed and meticulous research to determine the overall market trends as well as their company's own production trends and financial position. A similar pattern for preparation was also noted at the management's end where management representatives of the selected companies interviewed shared their experience of preparing for collective bargaining agreements.

Another key feature of a sound preparation process appeared to be consultation with the larger workers body. The prevailing practices appeared to slightly differ in terms of seeking the members' input across the selected cases. In some instances, a more formalized engagement was sought to receive input from the workers and trade union members while in others, informal consultations were carried out to seek feedback from the larger workers' body.

In all cases examined, it was noted that the negotiation process was not long drawn, lasting

from a few days to a few weeks and usually concluded within a few meetings between the management and the CBA. Reaching an agreement in a timely fashion was noted to be a key feature of successful negotiation as long drawn negotiations invariably indicated significant variance in positions and the inability to demonstrate flexibility for achieving a win-win situation.

Examining the outcomes, it was observed that, in general, where collective bargaining existed as a well-functioning mechanism, it had contributed to maintaining cordial industrial relations and safe guarding rights of workers. Outcomes of stable collective bargaining arrangements consisted of both immediate and tangible results as well as relatively more subtle and institutional level gains including cultural and attitudinal change.

It was noted that in organizations with a history of collective bargaining arrangements in place, there existed a high level of mutual trust and respect between the workforce and the management. One major factor in creating an environment of trust and congeniality was also attributable to good management practices especially in ensuring their accessibility. The overall impact of good labour management relations led to the creation of a conducive work environment.

In addition to financial gains, a tangible outcome of collective bargaining appeared to be greater recognition of improving work conditions. A high emphasis on health and safety at workplace was noted in the cases observed.

It was noted that the overall impact of a robust collective bargaining mechanism led to improvements in motivation of workers, resulting in better work discipline and improved attendance. This, in turn, impacted and improved the quality of work and production.

A key outcome of collective bargaining also appeared to be a more inclusive approach to all workers' rights. Many of the agreements reviewed sought to extend benefits to temporary and contract workers, who were not trade unions members as the current legal provision excludes them from being member of the trade union.

Detailed review of the institution of collective bargaining reveals that several contributing factors and enablers play a key role in strengthening it. A key enabling factor encouraging an effective and well-functioning collective bargaining system appears to be the attitude of management and employer. As noted earlier, accessible and supportive management is a key factor in ensuring that industrial relations are cordial, and a robust collective bargaining arrangement is in place.

Similarly, a well-informed and aware workers' organization is essential in creating harmonious industrial relations. In the cases reviewed, it was observed that the office bearers of CBA were well informed about workers' rights and obligations and fully conversant with the governing laws and legal requirements. Information and knowledge of

the general economy, trends in the economic sector and relevant policy developments were deemed necessary for CBA representatives in order to carry out their role effectively.

List of acronyms

- CBA collective bargaining agent
- CoD charter of demand
- COLA cost of living allowance
- ILO International Labour Organization
- IRO Industrial Relations Ordinance
- NIRC National Industrial Relations Commission

1- Background and context

It is widely recognized that industrial relations based on trust and social dialogue enhance productivity, increase efficiency and promote decent work. By bringing together government, employers' and workers' organizations, an industrial relations system provides an opportunity for on-going social dialogue, protecting the rights of workers on one hand and safe guarding the interests of the employers on the other hand in a continuously evolving economic and social context.

The need for a structured mechanism and system to carry out this dialogue becomes imperative in the given context of global transformation marked by market liberalization and deregulation and resulting in unemployment, poverty, inequality and marginalization for the disenfranchised. It has also led to implications for the workforce and rights of workers, employment and working conditions.

Collective bargaining is a key means through which employers and their organizations and trade unions engage to establish sound industrial relations based on mutual trust and agreement. Collective bargaining is a fundamental right, rooted in the ILO Constitution and reaffirmed as such in the 1998 ILO Declaration on Fundamental Principles and Rights at Work.

While numerous challenges beset the institution of collective bargaining globally, ranging from restrictive legislative and policy regimes governing the industrial relations, to institutional capacity issues limiting efficacy of such arrangements, there are many examples of collective bargaining arrangements resulting in strengthening labour - management and industrial relations. Pakistan is no exception to this. The challenge, however, is that collective bargaining is a 'process.' Therefore, sometimes it may not be captured in evidence as it is not uniform across the board and remains unique to varying contexts. It may also not always result in collective bargaining agreements. In some cases, collective bargaining may exist as an institutionalized and structured process while in others it may still be less formalized. In general, however, there is dearth of documented evidence base capturing the experiences of collective bargaining agents (CBAs) and the process of collective bargaining in the country.

While there are many examples of successes as well as challenges of how the institution of collective bargaining arrangements has evolved in Pakistan, most of this information has not been made part of any institutional repository.

The present study is envisioned to be a step towards collating and documenting examples of good practices in collective bargaining in different economic sectors in the country. The rationale for this exercise is rooted in the need for drawing lessons from experience in terms of what works and what does not when it comes to advocating and representing the

rights of workers through institutional mechanisms. This, in turn, can inform policy level advocacy initiatives by providing an evidence base. It can also serve as a baseline in terms of where Collective Bargaining Arrangement as an institution stands today so that any future effort for their promotion and capacity building can be assessed against a benchmark.

For the purpose of this study, collective bargaining is examined as an overarching institutional mechanism, encompassing both the process by which collective bargaining takes place, and the output in the shape of agreements as well as the outcomes of how collective bargaining impacts labour-management relations. In order to avoid confusion visà-vis the terminology, clear references are made throughout the report where a specific component (e.g. process or output) of the overall mechanism is discussed.

Based on this rationale, the key objectives of the good practice case studies compilation include:

- Exploring the practices/factors that define the success of collective bargaining
- Investigating impact of collective bargaining on workers
- Capturing impact of collective bargaining on enterprise performance

A cross-sectoral collection of case studies representing different economic sectors has been complied for this purpose. However, in line with ILO's project prioritization, the textile sector was especially focused and three out of the nine cases studies have been identified from this sector.

2- Methodology for case study compilation

This section presents the detailed methodology for collecting and compiling good practices of collective bargaining arrangements. The stage-wise work methodology was divided into three stages including a preparatory phase, data collection followed by analysis and write-up of the study.

In the preparatory phase, the first step was to identify a set of parameters to identify good practices vis-à-vis collective bargaining. The key parameters, thus identified consisted of examining the content, process as well as the outcomes of collective bargaining. In order to present a fully nuanced picture, identification and listing of factors promoting good practices or 'enabling factors' were also included as part of the research investigation.

The following matrix, listing keys areas for investigation along with the data collection method, was used as the guiding framework for the study.

Main areas	Key parameters for review	Method
Content	Range of issues covered including:	Content was examined through
	 Settlement terms with respect to 	documentation review of collective
	wages, benefits, allowances,	bargaining agreements
	concessions, works hours,	
	overtime etc;	
	 Financial gains in the shape of 	
	increments and bonuses	
	 Service Awards 	
	 Grants and allowances 	
	 Loan schemes for workers 	
	 Health and medical benefits and 	
	schemes	
	 Training and professional 	
	development opportunities.	
Process of	Time duration	Process was mapped through
collective	Preparation	Interviews with selected
bargaining	Negotiation and agreement	respondents representing CBAs,
	Stakeholders involved	Enterprise management, and
		representatives of Department of
		Labour
Outcomes	Tracing outcomes and impact of CBAs	Outcomes were tracked through
		Interviews with selected
		respondents representing CBAs an

Table 2.1. Areas of investigation for the study

Enabling Factors	Examining the enabling factors for the good practices	Enabling factors were examined both through interviews with selected respondents representing CBAs, Enterprise management, representative of Department of
		Labour and civil society
		organizations.

The preparatory stage also included a detailed review of literature especially legislative framework governing trade unions in general and CBAs in particular. For primary data collection, a series of interviews were planned with various stakeholders. Three sets of questionnaires were developed to guide the interviews with representatives of CBAs, enterprise management and govt. officials.

Data collection followed the preparatory phase. Through support of the ILO, various CBAs, workers organizations across various economic sectors and Department of Labour in Sindh and Punjab were contacted and explained the purpose of the study. They were requested to shortlist and share copies of collective bargaining agreements which closely met the criteria for good practice case study.

The criteria for selecting agreements included picking up agreements which covered a wide topical range of issues including but not limited to:

- Financial gains in the shape of increments and bonuses
- Service awards
- Grants and allowances
- Loan schemes for workers
- Health and medical benefits and schemes
- Training and professional development opportunities.

Twenty-five collective bargaining agreements were thus received and examined. It was followed by a further classification of cases based on the following benchmarks:

- At law: Collective bargaining arrangements with provisions presenting terms and conditions equal/equivalent to or not in direct contravention with provisions of national laws and regulations
- *Above law:* Collective bargaining arrangements provisions providing benefits greater than provisions of laws and regulations.

On the basis of the above classification, a total of nine case studies were selected presenting examples of 'above law' provisions. The selected cases also represented different economic sectors including three from the textile sector, and one each from automobile, pharmaceutical, oil and gas, food, sports goods and packaging industry.

Field visits were carried out to Lahore, Faisalabad and Karachi to conduct interviews with CBA representatives, enterprise/ factory management, employers' associations and officials of the Department of Labour in Sindh and Punjab. The data collected through interviews and literature review was analyzed and used in developing the write up for the present compilation.

3- Trade unions and collective bargaining arrangements in Pakistan: An overview

3.1 Workers' organization in Pakistan

The country's workforce is currently estimated to be 61 million. According to the Economic Survey of Pakistan (2014-15), the number of employed persons increased from 56 million in 2013-14 to 57.42 million in 2014-15. A total of 9.092 million (27.43 per cent) workers are estimated to be engaged in the formal economy and 24.06 million (72.57 per cent) in the informal economy. The agriculture sector, which is mostly informal, employs 42.27 per cent of the workforce, followed by services (35 per cent) and manufacturing (22.61 per cent). The informal sector employs 72.6 per cent of non-agriculture workforce while only 27.4 per cent are engaged in formal settings. Women workers constitute 28 per cent of the total workforce.

In Pakistan, the workers are organized mainly in the formal economy. Public enterprises, in particular, have the highest proportion of organized workers. The following table presents a historic trend indicating gradual growth in the number and membership of registered trade unions over the past seven decades in the country.

Year	Number of unions Membership	
1951	209	393 137
1960	708	350 604
1970	2 522	735 620
1980	6 551	869 128
1990	7 080	952 488
2001	7 004	1 040 303
2016 (Dec)	7 096	1 414 160
Source: Trade union density	y in Pakistan.	

Table 3.1. Historic trend of trade unions and membership (1951-2016)

While the latest tally according to the above table indicates that the number of unionized workers is around 1.4 million, there current numbers may still be higher as these were reported at the time of registration. In general, the Provincial Labour Departments and NIRC (National Industrial Relations Commission) do not update their records after unions submit their Annual Returns and the updated membership. A research study on trade unions' density in Pakistan recently conducted by the ILO notes that estimates by worker representative organizations put the number of unionized workforce to more than two million, constituting around 4 per cent of the total workforce in the country.²

² ILO: *Trade union density in Pakistan* (Islamabad, 2018).

The following table contains compilation of the total number of unions including collective bargaining agents registered at the national level with NIRC (based on the trans-provincial clause) under the National Industrial Relations Act 2012 and the provincial labour departments registered under their respective Provincial Industrial Relations Acts.

Province	Total No. of unions	CBA unions	Non-CBA unions	Total membership
Federal level				
(Registered with	401	233	168	350 196
NIRC)				
Punjab	2 342	674	1 668	502 546
КРК	366	71	295	51 225
Sindh	3 924	379	3 545	494 417
Balochistan	63	33	30	15 776
Total	7 096	1 390	5 706	1 414 160
Source: Trade union de	nsity in Pakistan.			

Table 3.2. Total number of unions registered with NIRC and provincial registrars

The above table indicates that as of December 2016, the number of trade unions registered in Pakistan was 7,096 out of which only 19 per cent were collective bargaining agents.

Trade unions have a checkered history in Pakistan. While Pakistan inherited progressive labour legislation at the time of its creation, subsequent legislation was, however, marked by retrogressive labour laws which weakened the fundamental rights of the workers. For example, the Industrial Disputes Ordnance 1959 fundamentally changed the underlying policy of the legislation and also curtailed drastically the right in respect of collective bargaining and the formation of trade unions'. The Industrial Relation Ordinance 1969 (IRO1969), however, proved to be more progressive than the preceding legislation, as It allowed the freedom of association for all workers and stressed specific measures concerning trade unions, conciliation and arbitration, settlement of disputes, industrial relation, collective bargaining in the public sector, minimum wages, workers' welfare fund, workers' housing, occupational health and safety. Improved legislation under IRO 1969 led to an increase in the numbers of registered trade unions which jumped 8600 from 1500 soon after the promulgation of IRO 1969.³

Both the democratic and dictatorship regimes of the 1970s and 80s did little to support the labour movement in the country. By the 1990s, the shift to privatization led to an increased joblessness among workers while the trade union continued to lose in numbers. In the recent years, global transformation leading to changes in employment structures and

³ Labour Education Foundation: *Research study on Pakistan labour movement*, www.lef.org.pk/images/Studyper cent20Finalper cent20Draft.pdf [accessed 11 July 2018].

resulting in increased 'informalization' of labour, has also impacted the trade union movement in the country.

3.2 Legal framework governing labour organization

The constitution of Pakistan contains provisions for the economic and social well-being of the people and for the promotion of social justice. Fundamental rights with regard to the security of life or liberty, prohibition of slavery and forced labour, and the right to form associations or unions, among others, are enshrined in the constitution. Article 17 of the constitution deals with freedom of association and provides that "every citizen shall have the right to form associations or unions, subject to any reasonable restrictions imposed by law in the interests of morality or public order".

Pakistan has ratified 36 ILO Conventions (33 in force), including all the eight Core Labour Standards of the ILO. These include Freedom of Association and Protection of the Right to Organize Convention, 1948 (No.87) and the Right to Organize and Collective Bargaining Convention, 1969 (No.98) in addition to international instruments on the rights of the child and elimination of discrimination against women.

In the post 18th Amendment period, labour has become a provincial matter, with the responsibility for legislating as well as administering labour laws transferred to the provincial governments.

Industrial relations in the workplace are governed by the provisions stipulated in the industrial ordinances or acts enacted by the federal and provincial governments. Each of the province has enacted the Industrial Relations Acts for registration and promotion of unions in their geographical ambit, while at the Federal level the Federal Industrial Relations Act for coverage to more than one province (trans-provincial) has been in place.

Trade unions in Pakistan function on a plant-wide basis, with their membership contingent on the size of the industry or trade to which they belong. It may be noted that in the current legislation, there is no membership threshold for the first or the second union registered at the establishment level. They can be registered with a few members. However, registration of the third union requires membership of 20 per cent of the total workforce. The limitation clause also applies to the number of persons forming the executive; not less than 75 per cent are to be amongst the workmen actually engaged or employed in the establishment or establishments or the industry for which the trade union has been formed.

Once established, the trade unions and employers' associations have the right to draw up their constitutions and rules, elect their representatives in full freedom, organize their administration and activities, and formulate their programmes. If there is more than one union in an establishment, these unions are required to participate in a referendum to determine the CBA union. The trade union that secures more than one third of the total number of eligible votes in an establishment gets the status of CBA.

Trade unions have to be registered under the relevant section of the industrial relations law. The unions are registered with the registrar of trade unions of the relevant province, or with the NIRC if the industry or establishment is nationwide, after fulfilling a number of requirements.

Box 3.1 Registration of Trade Union

Registration of a trade union is made under industrial relations laws of each province. Workers' trade unions are registered with the Registrar Trade Unions in the Province. Through its registration, the trade union obtains certain benefits: registration confers a legal existence as an entity separate from its members. Trade unions in Pakistan generally function on plant-wide basis, with their membership contingent on the size of the industry/trade to which they belong. Once established, the trade unions and employers' associations have the right to draw up their constitutions and rules, to elect their representatives in full freedom, to organize their administration and activities and to formulate their programmes.

Collective Bargaining and Agreements: to determine the representative character of the trade union in industrial disputes and to obtain representation on committees, boards and commissions, the Industrial Relations law makes provision for the appointment of a CBA.

The CBA is a registered trade union elected by secret ballot. The CBA is entitled to undertake collective bargaining with the employer or employers on matters connected with employment, non-employment, the terms of employment or any right guaranteed or secured to it or any worker by or under any law, or any award or settlement. Collective agreements are thus formulated by the CBA. The agreements may contain matters such as the facilities in the establishment for trade union activities and procedures for settling collective disputes including grievances and disciplinary procedures. Substantive provisions settle terms and conditions of employment, wages and salaries, hours of work, holiday entitlement and pay, level of performance, job grading, lay-offs, retrenchment, sick pay, pension and retirement schemes. Such agreements once duly executed by both parties become the source of law.

4- Mapping good practices in collective bargaining arrangements

This section presents a detailed analysis of collective bargaining arrangements selected as good case examples from across various economic sectors. The analysis identifies what appears as the 'good practice' running common across all cases studies. The analysis is presented under four key themes including:

- Content of collective bargaining agreements
- Process of negotiation
- Outcomes of collective bargaining
- Key enabling factors in successful collective bargaining

The following organizations were picked up as good case models: Table 4.1. Selected good practices in collective bargaining

Economic sector	Selected organization	Location
Textile	J&P Coats (Private) Limited	Karachi
	Kohinoor Textile Mills Limited	Rawalpindi
	Nishat Mills	Faisalabad
Sports goods	Forward Gear (Private) Limited	Sialkot
Automobile	Hinopak Motors Limited	Karachi
Oil and Gas	National Refinery Limited (Public sector company)	Karachi
Packaging	Merit Packaging Limited	Karachi
Pharmaceutical	BSN Medical (Private) Limited	Karachi
Food	Hamdard (Waqf) Pakistan	Karachi

4.1 Content of collective bargaining agreements

Examining the collective bargaining agreements of the selected case studies, most of the content and clauses were noted to fit in the 'above law' category. Several common elements were noted in terms of their content. All agreements, for example, covered a wide range of topics. The common topics included:

- Settlement terms with respect to wages, benefits, allowances, concessions, works hours, overtime etc.;
- Obligations of workers and employers;
- Term/duration of the memorandum of settlement as agreed between the parties.

In all cases, the agreement appeared to be structured as memorandum of settlements, enumerating various clauses governing the relationship between the workers and employers. It was noted that wages and financial benefits received more attention than work practices in the collective bargaining agreements. For example, collective bargaining agreement shared by J&P Coats (Private) Limited included several clauses on financial benefits in addition to a gross salary increment and a bonus amounting to 35 per cent of

basic salary. The additional clauses included allowances for house rent and cost of living allowance (COLA) and special bonus in case of full attendance. Similar agreements were noted in case of Forward Gear (Pvt.) Limited, where the CBA had successfully negotiated two yearly bonuses in addition to a 6 per cent increment in salary. CBA at Hinopak Motors (Pvt.) Limited had successfully negotiated annual increment of 18 per cent and 11 per cent respectively for two years, while the CBA at BSN (Pvt.) Limited was able to secure a bonus equivalent to 4.5 salaries in addition to an increment in salary. The agreement from National Refinery Limited had an overtime formula agreed on by the workers and management in addition to other financial settlements.

Securing grants and allowances for performing Hajj and Umrah (pilgrimage) appeared to be an essential element of the collective bargaining agreement. At J&P Coats (Private Limited), for example, the agreement allowed for three workers to be sponsored for Hajj by the company whereas in Hinopak (Pvt.) Limited, the CBA was successful in negotiating for company sponsorship of four workers with their spouses for performing Umrah every year. At Hamdard (Waqf), the agreement included company sponsorship for 5 workers for Hajj and one for Umrah annually.

Similarly, financial rewards for service recognition appeared to be a common feature among the various agreements. At J&P Coats for example, the company was required to award long service awards and Retirement Awards to workers according to the agreement. On the other hand, provisions for awarding recognition and long service medals were included in the agreements at Hamdard and Merit Packaging.

Many of the agreements reviewed had clauses focusing on workers' general welfare. At Kohinoor Textile Mills (Pvt.) Limited, the agreement included repair and maintenance of the workers colony. In the case of Nishat Mills, the workers were provided with residential facility. A school bus was also arranged for workers' children living in the workers colony.

At Hamdard, the workers were able to secure company loan for house repair whereby 30 workers were to get 300,000 rupee (PKR) over a return period of six years. The agreement from National Refinery Limited included a Housing Assistance Loan from a revolving fund of PKR7,500,000 with the maximum individual loan limit at PKR400,000 as well as a provision for a company loan from a revolving fund of PKR2,400,000 with a maximum individual loan limit of PKR45,000. Similarly, in case of Hinopak, company loans for purchasing motorbikes were included in the collective bargaining agreement.

Similar provisions were noted for health with the collective bargaining agreement securing outpatient treatment reimbursement for workers and their families at Hinopak. In Forward Gear, the CBA was successful in ensuring the presence of a doctor and female nurse on the factory premises. At Hamdard, the CBA was successful in negotiating a yearly medical insurance of PKR200,000 for the permanent as well as contract workers of the company.

Another common provision across the agreements from various sectors included the disbursement of death grant and funeral expenses paid by the company in case of an employee's death. In case of J&P Coats, Hamdard and Merit packaging, funeral expenses of PKR15,000 to 20,000 were borne by the company in case of the death of an employee. In case of Hinopak and Merit Packaging, the agreement provisions also required the management to offer employment to the deceased worker's family members.

Encouraging signs of healthy labour-management relations were also evident in some of the agreement clauses. For example, CBA had their own offices with rent and expenses covered by the companies in case of Merit Packages, Forward Gear and Hinopak. At Kohinoor Textiles Mills, the provisions in the agreement allowed for use of the company's conference room for training and events organized by the CBA whereas in BSN Medical, the agreement had a provision for use of company car by CBA officials for carrying out their work.

From the perspective of inclusion, it was noted that the collective bargaining agreement from Forward Gear appeared to have an inclusive approach and a gender focus. For example, it had a clause presenting an agreement between the management and CBA to provide for separate halls for women workers. Similarly, one of the clauses indicating agreement in principle, focused on setting up a committee as stipulated in the Women Protection Act 2010. Other clauses, although not agreed upon but put forth nevertheless by the CBA, included creation of child centers on the factory premises. Similarly, a provision for enforcing the stipulated quota for people with disabilities was also included in the agreement.

Among other notable gains, it was observed that at BSN Medical, the CBA was successful in negotiating permanent contracts for 7 temporary workers. On the other hand, at Hinopak, the collective bargaining agreement included a clause on workers' training and skill development with a provision to send selected workers to Japan for training courses.

4.2 Process of negotiation

To understand the process and preparation for negotiations, detailed interviews were carried out with the management and representatives of CBA in the selected organizations. While the negotiation process and its preparation follows a sequenced series of activities stipulated in the law governing the industrial relations, the analysis reveals a number of 'good practices' followed by the negotiating parties to arrive at mutually benefiting agreements. In most cases, these practices were carried out, both informally and in a structured formalized way, to ensure that the process remains relevant, transparent and yields good results.

The key to a successful negotiation process was noted to be research and preparation by both parties. The interviews revealed that the CBA carried out detailed and meticulous research to determine the overall market trends as well as their company's own production trends and financial position. Two types of practices were noted to this end. In the case of companies like HinoPak and J&P Coats, for example, the management shared their annual reports with trade union and workers as part of their transparency and mutual trust principles. In case of others like Hamdard, the CBA carried out its own research to determine production and sales in the absence of company shared information. The rationale presented for this practice was mainly the preparation of realistic negotiables for the agreement.

In all cases, it was noted that research remained largely an internal process. The CBAs collected their own data without engaging or partnering with any other institution (research agencies, civil society organizations, academic institutions, etc.). Most appeared to have developed their own capacity to carry out research without any external support.

A similar pattern for preparation was also noted at the management's end where representatives of the selected companies interviewed shared their experience of preparing for collective bargaining agreements. One of the key input for their preparation included a competitors' analysis to determine the prevailing standards in the market.

While the process of preparation was noted to be more structured in some cases and less formalized in others, it appeared to be a common thread in all the case models examined and was regarded by both, the management and the CBA, as a key input for successful negotiation of agreements.

Another key feature of a sound preparation process appeared to be consultation with the larger workers body. The prevailing practices appeared to slightly differ in terms of seeking the members' input across the selected cases. In some instances, a more formalized engagement was sought to receive input from the workers and trade union members while in others, informal consultations were carried out to seek feedback from the larger workers' body.

In Hamdard, for example, the process of preparation was initiated a couple of months before the presentation of the charter of demands (CoD). As part of the preparation, a workers' convention was organized to seek input on demands from the workers. After receiving the input, handbills listing the prioritized demands were developed and circulated among the workers. The same prioritized list of demands was subsequently presented to the management as the CoD. On the other hand, at HinoPak, a list of priorities was first generated by the CBA and then circulated for feedback and vetting to the larger workers' body.

In other cases, the process was noted to be informal and less structured. In all such cases, the CBA initiated informal meetings, invariably with a select number of members from the larger workers' body, to gather a sense of what the members considered as priority issues. The feedback process, however, did not follow a structure or timeline. The number of informal meetings ranged from one to several as reported by the respondents.

In all cases, however, consultation and participation of all workers in preparing the CoD was deemed as a critical factor and key to coming up with a CoD based on workers' priority needs.

The next step following the preparation of charter of demand was noted to be the initiation of negotiation process. In all cases examined, it was noted that the negotiation process was not long drawn, lasting from a few days to a few weeks and usually concluded within a few meetings between the management and the CBA. Reaching an agreement in a timely fashion was noted to be a key feature of successful negotiation as long drawn negotiations invariably indicated significant variance in positions and the inability to demonstrate flexibility for achieving a win-win situation.

It was also noted that the success of the process was also largely dependent on the relevance and level of representation for negotiations especially from the employers and management side. Where senior level management from the employers' side was engaged, the negotiation process as well as the outcome were noted to be more positive and mutually acceptable. It also demonstrated a stronger commitment on part of the management to consider and address the workers' demands in a mutually acceptable manner. The case of Hinopak presents a noteworthy example among the examined models where the collective bargaining agreement was signed off by the CEO – the highest office in the company.

Interviews with the management and representatives of CBA of selected organizations also revealed that in all cases examined the dispute resolution remained an informal process. In most cases, the management and CBA officials enjoyed cordial relationship and had easy access to one another. The interviews revealed that in cases of disagreements and differences, representatives from both sides were able to sit together and resolve issues through dialogue without evoking any formal dispute resolution mechanism.

4.3 Outcomes of collective bargaining arrangements

Outcomes and benefits of a well-functioning and effective institution of collective bargaining were discussed with a wide set of respondents representing the tripartite stakeholders, government officials, representatives of CBA and management of selected organizations as well as representatives of workers and employers bodies. It was observed that, in general, where collective bargaining existed as a well-functioning mechanism, it had contributed to maintaining cordial industrial relations and safe guarding rights of workers. Outcomes of stable collective bargaining arrangements consisted of both immediate and tangible results as well as relatively more subtle and institutional level gains including cultural and attitudinal change.

It was noted that in organizations with a history of collective bargaining arrangements in place, there existed a high level of mutual trust and respect between the workforce and the management, indicating both that mutual trust remained a necessary precondition for

collective agreement-making and that it was reinforced with every successful agreement reached.

In some cases, CBA had fully operational and staffed offices on the factory premises indicating a high degree of organizational support and encouragement received from their respective management.

It also noted that when relationship between the management and workers organizations was cordial and based on mutual respect and trust, agreements were generally arrived at quickly. One major factor in creating an environment of trust and congeniality was also attributable to good management practices especially in ensuring their accessibility. The overall impact of good labour management relations led to the creation of a conducive work environment.

Representatives of CBA and management interviewed shared that in many cases production targets set mutually by the two parties, forming the basis for financial incentives. This led to a win-win situation for both sides as the financial gains were tied to production targets, creating motivation for workers and releasing potential financial pressure for the management. Citing a recent example, the CBA at Hinopak shared that they were able to push up their production level to 516 units in a month against the benchmark of 300 as part of a mutually agreed target. The CBA was thus, able to secure financial gains for its members as a result of achieving the target.

Financial gains for workers were generally deemed as tangible outcomes of collective bargaining arrangements. Notable examples shared included securing a 35 per cent wage increase by CBA of J&P Coats. At Kohinoor Textile Mills, bonus equivalent to four salaries was received as a result of successful collective bargaining. CBA of Hinopak reported that till 2012, the workers had been receiving 4 bonuses which were stepped up to 19-20 through its efforts.

In addition to financial gains, a tangible outcome of collective bargaining arrangement appeared to be greater recognition of improving work conditions. A high emphasis was on health and safety at workplace was noted in the cases observed. In Hinopak, for example, there appeared to be a high level of awareness of health and safety issues as a result of extensive trainings provided to the workers on these issues.

It was noted that the overall impact of a robust collective bargaining mechanism led to improvements in motivation of workers, resulting in better work discipline and improved attendance. This, in turn, impacted and improved the quality of work and production. Management representatives interviewed reported that better motivation and commitment demonstrated by the workforce yielded positive results and led to substantial improvement in quality of production. A key outcome of collective bargaining arrangement also appeared to be a more inclusive approach to all workers' rights. Many of the agreements reviewed sought to extend benefits to temporary and contract workers, who were not trade union members as the current legal provision excludes them from being member of the trade union.⁴ The collective bargaining agreement of J&P Coats sought to extend benefits to all workers including contract employees in the establishment. In the case of Hinopak, provisions for loan, gratuity, provident fund and medical allowance were also secured for temporary workers. The CBA at Hamdard was able to extend its membership to contract workers and had won the case for it from the court of law.

4.4 Key enabling factors in successful collective bargaining arrangements

Detailed review of the institution of collective bargaining reveals that several contributing factors and enablers play a key role in strengthening it. A key enabling factor encouraging an effective and well-functioning collective bargaining system appears to be the attitude of management and employer. As noted earlier, accessible and supportive management is a key factor in ensuring that industrial relations are cordial, and a robust collective bargaining arrangement is in place.

Similarly, a well-informed and aware workers body, particularly workers' organization is essential in creating harmonious industrial relations. In the cases reviewed, it was observed that the office bearers of CBA were well informed about workers' rights and obligations and fully conversant with the governing laws and legal requirements. Information about the enterprise's future plans and projections, knowledge of general economy, trends in the economic sector and relevant policy developments were deemed necessary for CBA representatives in order to carry out their role effectively.

Related to the above, a key contributing factor for successful negotiation and agreement appears to be research and preparation by both parties. In all of the observed cases, preparation for negotiation appeared to be a common practice leading to the formulation of a charter of demand rooted in contextual reality.

The analysis also reveals that for smooth working relationship between workers and employers, there is a need for continuous engagement and on-going dialogue process. This not only helps build trust but also serves to mitigate potential disputes and disagreements.

It was observed that in the textile sector, various international brands played a positive role in strengthening cordial industrial relations in their suppliers' organizations. In Lahore and Karachi, a few brands had piloted projects to promote good labour management practices by setting up work councils⁵ in supplier organizations. The pilot projects focused on promoting decent employment and improving work conditions in their suppliers'

 ⁴ Recently in Sindh, contract work is abolished through amendment to the Sindh Factory's Act 2015
 ⁵ Establishing work councils are provisioned by law. However, they cannot substitute or replace a trade union and cannot negotiate as CBA.

organizations.

Examining the role of trade union federations, it was noted that in many cases they provided support to their member organizations especially when they are constrained in terms of capacity. In a few cases, the CBAs shared that they received support and input by the federation in formulating their Charter of Demand. In some cases, training and capacity building initiatives by the federation had yielded positive results in institutional development and organizational capacity building of the selected CBAs.

5- Conclusion

Based on the review of analysis of the selected case studies, several common threads have been identified which can be described as 'good practices'. In the current context, these practices have yielded positive outcomes both at the organizational and institutional level. The evidence of their success indicates that these can be replicated in other cases to strengthen the institution of collective bargaining, ensuring cordial industrial relations and promoting the decent work agenda. Key points, to this end are summarized and listed below:

- 1. In good practice models, collective bargaining agreements cover a wide range of topics including financial benefits and workers' welfare and social security issues as well as productivity gains.
- 2. Research and meticulous preparation by the two parties, CBA as well as management, appears to be the key to a successful negotiation process and eventual bargaining agreement.
- 3. Consultation and participation of all workers in preparing the CoD is regarded as a critical factor and key to coming up with a CoD based on workers' priority needs. To this end, consultation and engagement with the larger workers' body in a structured manner is considered necessary for the success of the process.
- 4. The success of the negotiating and bargaining process is also largely dependent on the relevance and level of representation for negotiations especially from the employers and management side. Where senior level management from the employers' side is engaged, the negotiation process as well as the outcome are noted to be more positive and mutually acceptable. It also demonstrates a stronger commitment on part of the management to consider and address the workers' demands in a mutually acceptable manner.
- 5. Where collective bargaining exists as a well-functioning mechanism, it has contributed to maintaining cordial industrial relations and safeguarding rights of workers. However, the engagement has to be on-going process.
- 6. One major factor in creating an environment of trust and congeniality in labourmanagement relations is attributable to good management practices especially in ensuring their accessibility and willingness to address workers' concerns.

7. In collective bargaining agreements, tying the financial gains to production targets appears to create a positive impact on motivation of workers and helps release potential financial pressure for the management, leading to a win-win situation for all.

6-Appendices

Appendix I List of selected collective bargaining arrangements studied

- 1. J&P Coats (Private) Limited
- 2. Kohinoor Textile Mills Limited
- 3. Nishat Mills
- 4. Forward Gear (Private) Limited
- 5. Hinopak Motors Limited
- 6. National Refinery Limited (Public sector company)
- 7. Merit Packaging Limited
- 8. BSN Medical (Private) Limited
- 9. Hamdard (Waqf) Pakistan

Note: More than 20 collective bargaining agreements were examined for this study. These are available in the web version of the study.

J&P Coats Pakistan (Private) Limited Collective Bargaining Agreement 2015-2017

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It is recognized that the function of the UNION is to dilate upon matters relating to wages, hours of work and conditions of employment, as specifically expressed in this Agreement.

This recognition of UNION rights should in no way be interpreted as lessening of the COMPANY's responsibilities to its individual workmen. For this reason and also because of the broad responsibilities of the COMPANY to the Government of Pakistan, to its customers and to its workmen, the relationship between the COMPANY and the UNION should be governed, by the principle that the COMPANY must maintain the right to initiate action. On the other hand, the UNION must maintain the right to voice their grievances and appeal for its redressal wherever they believe that COMPANY's actions are contrary to the provisions of this Agreement. However, all actions enumerated above shall be governed strictly in accordance with applicable laws.

The above recognition of rights and responsibilities of the COMPANY and the UNION is not by way of concession on the part of either party but constitutes a pledge to strictly adhere to their respective spheres without quoting or relying upon any past instances. The inherent principle of relationship of employer and workmen and rights and obligations mandatory to this relationship shall have full and effective force.

SECTION 4 SHORT RECITAL OF THE CASE

WHEREAS, the UNION submitted "CHARTER OF DEMANDS" under the cover of their letter dated 07-09-2015 for consideration by the COMPANY. A copy of the "CHARTER OF DEMANDS" is attached hereto as <u>"ANNEXURE-A</u>".

AND WHEREAS on having received the said "CHARTER OF DEMANDS" primarily based on the contention of the UNION of the increase in the cost of living, inflation and the general increase in the cost of various commodities, bilateral negotiations were undertaken by the parties, which were held from time to time extending over various meetings with the mutual consent of the parties.

AND WHEREAS as a result of thorough and detailed bilateral negotiations and discussions as aforementioned, the following Collectively Bargained Agreement has been arrived at in full and final Settlement of all the Demands raised either expressly or impliedly by and / or on behalf of the workmen and other issues affecting the workmen employed in the Company as on the date of signing of this Agreement.

SECTION 5 TERMS OF AGREEMENT

THE UNION AGREES: GENERAL

- 5.1 The CBA agrees to drop all demands/claims raised through its "CHARTER OF DEMANDS" and all other points and issues, which are not mentioned herein and shall be deemed to have been specifically given up by the UNION and the same shall not be raised directly or indirectly during the currency of this Agreement.
- 5.2 It is agreed that neither the UNION nor any of the workmen covered by this Agreement will collectively, concertedly, severally, or individually engage in or participate directly or indirectly, in any strike, slow down, stoppage or other interference of work for any cause arising out of the terms and conditions herein mentioned or any other cause of any nature during the tenure of this Agreement. The COMPANY, however, retains the right of discipline and the UNION will not in any way interfere in the process of disciplinary cases nor will they approach the Management for the recall, rescission or change of any lawful action taken in this connection.

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- 5.11 If at any time during currency of this Agreement any adhoc relief and/or increase in wages etc. is allowed by the Government the same shall be applicable to the workmen in accordance with the relevant announcement by the Government or the applicable Law, as the case may be.
- 5.12 It is agreed that the benefits accruing under this Agreement shall not be applicable to those workmen who are not employees of Coats and employees who may have resigned or their services terminated simplifier or as a measure of punishment till the date of signing of this Agreement. The Union undertakes not to raise any industrial dispute involving financial implications.

SECTION 6 SPECIFIC

6.1 STANDARD WORK ALLOCATION

Management in its right can review standard work allocations at any time and change them if required to align its operation with the company's global policy/SOPs and best practices; compliance is expected from all concerned employees.

6.2 <u>ASSURANCE OF RESPONSIBILITY</u>

The workmen shall be duty bound to come on duty with proper uniform provided by the Company. In case any worker is found without uniform the Company may besides taking disciplinary action.

6.3 INTERFERENCE IN ADMINISTRATIVE AFFAIRS

No office bearer of the Union/CBA will interfere directly or indirectly in the administrative affairs of the management including employment, deployment, transfer and separation of workmen on account of disciplinary action. Union office bearers shall meet with management between 11:00 am to 12:00 Noon, if necessary.

6.4 **DISCIPLINE**

No workman including the office bearer of Union shall be allowed to leave the Factory premises during working timing. In case of any official out door duty or seeking short leave, half day leave, and permission slip duly signed by the concerned HOD/ Section In-charge shall be deposited with the security staff on duty while going outside the Plant. This will also be applicable for office bearers for attending meetings with management.

6.5 <u>MACHINE / WORKPLACE LEAVING TIME:</u>

Workmen shall not leave workplace before 15 minutes of shift ending time.

6.6 <u>HEALTH & SAFETY</u>

Keeping focus on company's core value of ensuring maximum safety of all employees, all relevant rules in this regard must be complied with. Breaches to these shall be dealt with strictly, with disciplinary actions and may lead to termination.

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6.7 PROVISION OF UNIFORM/SAFETY SHOES

All workmen including the office bearer of Union/ CBA will wear Uniform/Safety Shoes while on duty. In case any worker is found not wearing uniform/safety shoes, he shall be liable to disciplinary action.

6.7.1 <u>UNIFORM</u>

Two T-Shirts & Two Jeans (2-pair of uniforms) will be provided once a year to each permanent Staff/Worker in accordance with the Company Uniform Policy.

6.7.2 <u>SAFETY SHOES</u>

Only one pair of Safety Shoes will be provided to workmen after every 2 years in accordance with the Company's Uniform Policy.

6.7.3 <u>TOWEL, VEST & SOAP:</u>

This will be provided to all workmen as per existing basis

6.8 <u>SUBSIDIZED MEAL</u>

Each workman will bear Rs.06/- and Company will bear rest of the total cost of meal provided in the Plant Canteen during duty hours.

6.9 PRE BONUS PRODUCTION TARGETS

To be revised immediately after signing of Agreement, with mutual understanding, to improve efficiency and output.

6.10 MISUSE OF COMPANY PROPERTY

No wall chalking or slogans, pamphlet, banners or any other device for writing on the doors, parameter walls, Building, Machinery shall be allowed. However in case of any such requirement the Union shall have to seek the approval of the Management for identifying specific area which may be used within the permissible limits.

6.11 <u>ETHICS</u>

The Office Bearers of the Union shall perform their duties in their Departments like other workmen keeping in view the Company's ethical values and extreme seriousness on integrity with zero tolerance. The company is committed to inculcate responsible behaviors which includes high standards of business conduct in relationship with the employees and all stakeholders. The purpose is to ensure that all across the Coats group have a clear understanding of the principles and ethical Values that the company wants to uphold globally.

SECTION 7 PRIMARY RESPONSIBILITES

The Union office Bearers, either signatories of the agreement or those who by legal process replace them during the validity of this agreement, agree to refrain from using their elected post as an excuse for wandering around the factory premise and not working. They also agree, in

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their primary capacity as workmen, to request leave before leaving their places of work and to report back to the person in-charge when they return from the said leave.

SECTION 8 WAGES

The company agrees to grant the following benefits and terms of employment to the workmen concerned:-

Karachi Plant:

- a. Increase in Gross salary @ 9% from 1st April 2014 and a further increase from 1st July 2014 as per minimum wages notification so that every employee is at a gross salary of not less thanRs.12,300/-
- b. Increase in Gross salary @ 9% from 1st April 2015 and another 2% for bringing it to July 2015. Further increase as per minimum wages notification so that every employees is at a gross salary of not less than Rs.13,200/- with effect from 1st July 2015.

Lahore Plant:

- a. Increase in Gross salary @ 11% from 1st July 2014 and a further increase as per minimum wages notification so that every employee is at a gross salary of not less than Rs.12,200/-.
- b. Increase in Gross salary @11% from 1st July 2015 and further increase as per minimum wages notification so that every employees is at a gross salary of not less than Rs.13,200/-

8.1 Restructure the Salaries

After above, salaries will be restructured by merging the following allowances in basic with effect from 1st July 2015:

- Fixed Production Incentive of Rs.750/- at Lahore Plant.
- MWD Allowance at Karachi and Lahore Plant.
- WPA/FDA at Karachi Plant.
- Conveyance Allowance of over Rs.350/- at Karachi Plant.

8.2 A further increase @ 9% in basic salary shall be given from 1^{st} July 2016.

SECTION 9OTHER ALLOWANCES9.1HOUSE RENT CONTRIBUTION
(45 % of basic pay)9.2COLA9.3SESA9.5CONVEYANCE9.5CONVEYANCE

A Charge of Rs.200/- will be deducted from the conveyance allowance for Lahore workmen, only for those who use company provided transport.

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9.6 ATTENDANCE ALLOWANCE

2016.

a. Not payable if more than 2.5 days authorized CL or SL during the month.

Rs.1,000/- with effect from 1st January

- b. Not payable in case of any un-paid leave.
- c. Not payable in case of more than 120 minutes late during the month.
- d. This will also be revised by the same % as basic salary on subsequent increases.

SECTION 10 BONUS

10.1 It is agreed by the company that subject to the company continuing to make adequate profit, the quantum of profit bonus payable to permanent workmen for the due financial year will be equivalent to 35.5% of the total consolidated basic wage earning on the financial year. The quantum of bonus established shall include and mean the bonus payable under section 10-C of the Industrial and Commercial Employment (Standing Order) Ordinance, 1968, or any other law which may be introduced during the course of the agreement.

10.2 The Company also agreed to pay an additional one twelfth (1-12th) 10-c Bonus on Government Cost of Living allowance earned during the Financial/Bonus year.

SECTION 11 SPECIAL BONUSES

- 11.1 Subject to the fulfillment of conditions mentioned hereunder the Company agrees to grant, at the end of the first year of this settlement, Special Bonus payment equivalent to Six Days Wages to all permanent workmen on payroll basis;
 - a. Workmen will continue to give improved production throughout the 02(two) 12 month period of the agreement, commencing from 1st July 2015
 - b. Workmen will not resort to go-slow by means of giving up incentive schemes unilaterally or otherwise and will not cause any disturbance in the factory which could adversely affect company's productivity and discipline.
- 11.2 Similarly, for the second year of this agreement, if the above condition are met the management agrees to grant Special Bonus payment equivalent to Six Days wages to all permanent workmen on payroll at the end of second year also.
- 11.3 The Special Bonus payment agreed above will be for first year being from 1st July, 2015 to 30th June 2016 and second year from 1st July, 2016 to 30th June 2017.
- 11.4 It has specifically been agreed and assured by the Union that no demand for increase in Special Bonus or in lieu thereof shall be made by the Union in the above said Special Bonus in future agreements.

SECTION 12 DEATH GRANT

12.1 The Company will give the Death Grant to assist families of deceased Confirmed permanent Workman to meet expense of funeral etc. who dies in service. Revision as below:

S.No.	Description	From (Rs.)	To (Rs.)
1	DEATH	15000/-	20,000/-
	GRANT		

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SECTION 13 LONG SERVICE AWARD

13.1 The Management agrees to standardize the long service Award to all workmen as under:

S.No.	Service length	From (Rs.)	To (Rs.)
1	15 Years	5800/-	1-Gross Salary
2	25 Years	7700/-	2-Gross Salary
3	30 Years	8600/-	3-Gross Salary
4	35 Years	10000/-	4-Gross Salary

SECTION 14 RETIREMENT GIFT

14.1 The company agrees to increase the amount of retirement gift, now the workmen retiring from company service shall be allowed a retirement gift of their own choice on submission of valid original receipt/cash memo as per following revision:

	S.No.	Description	From (Rs.)	To (Rs.)
Í	1	RETIREMENT GIFT	2000/-	5000/-

SECTION 15 ROTATION FOR MULTISKILLING

15.1 Workmen will be rotated or transferred to a different job at the discretion of management to bring about flexibility and multiskilling in operation.

SECTION 16 RAMAZAN TIMING

16.1 The Company agrees to extend the trial period of modified Ramazan timings for 2(two) more years.

16.2 As agreed the following shift timings shall be observed during Ramazan for two years on trial basis.

SHIFT	FROM	ТО
"A"	06:00 a.m.	12:00 Noon
"B"	12:00 noon	06:00 pm (With two breaks of 15 minutes each for prayers.
"C"	10:45 p.m.	06:00 am (With 45 minutes break for meal & Prayer)

SECTION 17 HAJJ-E-BAITULLAH

Company will sponsor three permanent non-management/workmen. Two will be through general balloting and one will be allowed to senior workman employee to be recommended by the CBA, who is senior in service, due for retirement before the next year's general balloting. In case there are more than one such employees there will be balloting among them. Also, these employees should be employee in good standing in addition to being senior.

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17.1 Non-management / workmen proceeding on Hajj on company expense will be granted special Hajj Leave of 40 days.

SECION 18 LEAVE ENTITLEMENT

18.1 <u>Annual Leave</u>

- a. 24 days (Workmen whose working days are 06 days a week)
- b. 22 days (Workmen whose working days are 5.5 days a week)

18.2 Sick Leave

8 days with full pay, however, can take half day Sick Leave as and when required due to illness (first Half day Sick Leave will not be allowed)

18.3 <u>Casual Leave</u>

10 working days during the year with full pay.

SECTION 19 ANNUAL ATTENDANCE AND PUNTAUALITY AWARDS

19.1 Increased to Rs.2000/- payable to those workmen who are not late & have fully attendance on duty during a year (except on Annual Leave).

SECTION 20 QUALITY/PRODUCTIVITY

20.1 It is agreed that in order to improve quality while review the productivity, the Union will cooperate with management wherever possible. The Union and the Concerned Department Manager will identify/discuss the areas requiring improvement in this respect.

SECTION 21 PERIOD OF AGREEMENT

- 21.1 This agreement will remain in effect for two (2) years commencing 1st July, 2015 and ending 30th June, 2017 and shall continue to be in force and effect thereafter until such time as a subsequent 2 years agreement is reached.
- 21.2 It is agreed that on 1st April, 2017 the CBA may submit its charter of demand to the Company to consider for a settlement/agreement to be signed upon before expiry of this agreement i.e. 30th June2017.
- 21.3 After submitting the charter of demand by the CBA, Management will start discussion/negotiations with the CBA and if an agreement could be reached before 1st July, 2017 then the benefits of the new agreement would be framed from the date of signing of next settlement/agreement for the year 2017-2019.
- 21.4 In case no agreement/settlement could be reached between Management and CBA then CBA may initiate proceedings of resolving industrial dispute under section 42 of the Industrial Relations (Revival & Amendment Act, 2012). The monetary benefits of agreement/settlement reached as a result of such proceedings Under Section 42 of the Industrials Relations (Revival & Amendment Act 2012) will be effective.

SECTION 22 BENEFITS ANNOUNCED BY THE GOVERNMENT

It is agreed that during the currency of this agreement:-

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22.1 If any increase/benefits are announced by The Government which do not form part of increases granted under the agreement, it will be payable according to the conditions laid down in the law.

22.2 If the increase/benefits announced by the Government is unconditional then that benefit will be payable as laid down in the law. Such payment will be subjected to any subsequent condition of the law and the verification that the payment can be or cannot be offset against the benefits contained in the agreement.

SECTION 23 DEMANDS RAISED DURING NEGOTIATION

23.1 It is mutually agreed that this agreement is in full and final settlement of all demands contained in the CBA charter of demand dated 07-09-2015 (Annexure 'A') & Management Charter of Demand dated 11-09-2015 (Annexure 'B') .Those demands or disputes not specifically mentioned therein but covered or raised by the said charter of demands or in the course of discussion, shall be deemed to have been settled, modified and /or withdrawn in accordance with and/or in consideration of the benefits given in this agreement. Any demands not specifically mentioned/settled herein have been withdrawn by the Union.

23.2 It is also agreed that benefits, facilities and terms of employment already in-force because of any settlement, custom, usage or practice will, unless renegotiated, specified or unless erroneously interpreted and applied, continue by the Union.

SECTION 24 EFFECTIVE DATE OF BENEFITS

24.1 The benefits, facilities and terms of employment conferred under this agreement will be effective from 1^{s} July 2015 unless otherwise specified.

SECTION 25 WORKMEN COVERED BY THIS AGREEMENT

25.1 Benefits, facilities and terms of employment conferred under this agreement except specifically mentioned herein will be available to those permanent workmen in the company's employment who are covered by the grade published by the Company.

SECTION 26 SAVING CLAUSE

26.1 The parties hereto agreed that if any part of this agreement is or becomes repugnant to any law, such part will again, by any agreement, be amended to comply with the applicable law without in any way affecting any other part of this Agreement.

SECTION 27 CLARIFICATION/INTERPRETATION OF AGREEMENT

27.1 If any provision of this agreement calls for any clarification or interpretation, the decision in this connection shall be made through mutual consultations between the Management and the CBA. However, in the event of any dispute arising therefrom, the same shall be governed under the application Law.

SECTION 28 DURATION OF AGREEMENT

28.1 This Agreement will become effective from 1st July, 2015 and will remain in force and in effect until 30th June, 2017.

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IN WITNESS WHERE OF THE PARTIES HERETO HAVE HEREUNTO SET THRIR RESPECTIVE HANDS THIS 1st DAY OF JANUARY 2016.

SECTION 29 SIGNATURES OF PARTIES FOR AND ON BEHALF OF MANAGEMENT **CBA/UNION** SYED JAVAID ABDULLAH Manufacturing Director President NARIMAN SIDDIOUI **GŬL AKBAR** HR Directon **General Secretary** ASIM AHMED KH SAFEER-AHMED Plant Manager-Lahore MOHAMMAD NOUNUS MUHAMMAD ISMAIL A&IR Manager Karachi Joint Secretary Muhammad AKBAR ASHRAF MUHAMMAD NAZIR A&IR Manager-Lahore Senior Vice President 65 **MUHAMMAD IMRAN** ABDUL ISLAM Dye-house Manager-Karachi Vice President MUHAMMAD KHURRAM **IFTIKHAR HUSSAIN** Finishing Manager-Karachi ATA ALI Z **Press Secretary** Сору То The Registrar NIRC Islamabad M ISMAIL KHAN **Finance Secretary** The Registrar NIRC Karachi The Registrar NIRC Lahore Labour Directorate Karachi Labour Directorate Lahore

FOR AND ON BEHALF OF

mean

AMEER ABDULLAH KHAN

Deputy General Secretary-Lahore

Inter Provincial Coordinator

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(Registered Islamabad NIRC) C.B.A.

Date: 07-09-2015

Ref. No.

جناب مينو يجرئك ذائر يكثرصا حب

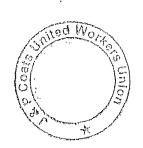
جاينديي كوش (يرائيويه) كميشر، كراچى -

عنوان: _ نوش زیردفعه (۱)35 آف آئی ارا _ 2012ء

جناب عالى:-گزارش ہے، ہم ایک چارٹر آف ڈیمانڈ جو کہ 33 مطالبات پر شمل ہیں،، زیر دفعہ (۱)35 أف

آئي آراي 2012 پش كرر ب ييں-چونکہ یونین سیسمجھ رہی کہ ایک صنعتی جھگڑا آن موجود ہیں، اس لئے انتظامیہ (منیجمنٹ) سے درخواست ہے کہ سیکشن (2)35 میں دیئے گئے، ہیر ئیڈ کے اندراندراس سنعتی جھکڑ بے کول کرنے کی کوشش

گل اکبر جزل سیریٹری مرکم کی يونا بيشر وركرز يونين -



کاپی برائے:۔ I.R منبجر، جايند يي كونس لا ہور رجشرار NIRC اسلام آباد -JINIRC -JNIRC UNIRC

- كرس-



(Registered Islamabad NIRC) C.B.A.

Date:

Ref. No.

>مطالبه نمبر 1: 201 جی ولا ہور ورکرزاوراساف کی نخواہ سروں کی فرق کے برابر کیا جائے۔ مطالبه نمبر 2: كراچى ولا ہور كے تمام وركرز واستاف كى بنيا دى تخواہ ميں %30 فيصد اضافہ كيا جائے اور بیاضافہ نومبر 2013ء سے دیاجائے اور اس کے بقایات کی ادائیگی کی جائے۔ ح مطالبه نمبر 3: تمام وركرز واستاف كالا ونس كى تعد إدير ابركر ك %50 فيصد اضافه كياجائ-PF فنڈ کی کٹوتی کی شرح کم از کم بنیاد ^{کی} نخواہ پر %30 فیصد کیا جائے۔ حمطالبه نمبر4: مطالبة نبر 5: ايك سال = 10 سال تك سروس كرف والے دركرزكو 125% فيصد كريجوين دى جائے۔ دس سال سے بندرہ سال تک %130 فیصد بندرہ سال سے بجیس تک %135 فیصد اور چیں سے ریٹائرمنٹ تک %140 فیصد دیا جائے مختصراً ہر کیٹیری میں %5 فیصد اضافہ اور کم سروس کی شرطنتم کی جائے۔مزید بیر کہ گریجو پٹی گراس شخواہ بیدی جائے۔ سمطالبه نمبر 6: مستقل ہونے والے ورکرز کی شخواہ حکومت کے اعلان کر دہ کم از کم شخواہ سے 4000 روپے زیادہ دیا جائے۔اور بنیادی تنحواہ گراس شخواہ کا%70 فیصد کیا جائے۔ > مطالبه نمبر 7: - حاضرى الاؤنس كم ازكم 4000 روبي كياجائ اوراس كى كثو تى صرف Unpaid چیٹیوں پر کی جائے۔ ر مطالبه نبر 8: مروس ایور ڈ 10 سال سے 15 سال تک 2 گراس تنخوا 15 سال سے 20 سال 4 گراس تخواه اور 20 سال ہے 25 سال 6 گراس تخواه اور 25 سے 35 سال 8 گراس تنخواه دباجائے۔

NRSP GOLATES (Registered Islamabad NIRC) C.B.A. Date: Ref. No. تمام سیکشنز میں کام کرنے والے ورکرز کی پروڈکشن بونس میں اضافہ کیا جائے اور لا ہور میں مطالبة مبر 9: بروڈ کشن بونس کے نظام کو بہتر بنایا جائے۔ مطالبة نبر 10: سالانه بونس مين 40% فيصد اضافه كياجائ. مطالبه نمبر 11: فریضه ج کی قرعه اندازی میں صرف ورکرز اور اسٹاف کو شامل کیا جائے اور کمپنی ہر سال 5 وركرزكوج پر بصیخ اورج پرائيوٹ ج اسکیم کے تحت ہوتا کہ جج کی ادائیگی یقینی ہو۔ مطالبة نمبر 12: سروس كدوران انتقال كرجاني والے وركرزكى تدفين كيليّے80 ہزارروپے ديئے جائيں-مطالبه نمبر 13: تمام در کرز کومیڈیکل انشورنس کیاجائے جس کی حد 1 لاکھر ویے تک ہو۔ مطالبه نمبر 14: مشین ہیلپر کی ترقی دینے کی صورت میں بنیادی پنخواہ میں 1200 روپے کا اضافہ کیا ····· مطالبه نمبر 15: فنر، سروس ملين، ايلوسيل ميكر، ايكرز اميز اور ديسك ككرك كوبيلي يرود كشن بونس ديا جائے -دباجائے۔ - مطالبة نمبر 17: يو فيفارم كي دُهلائي استرى كاانتظام كياجائے-

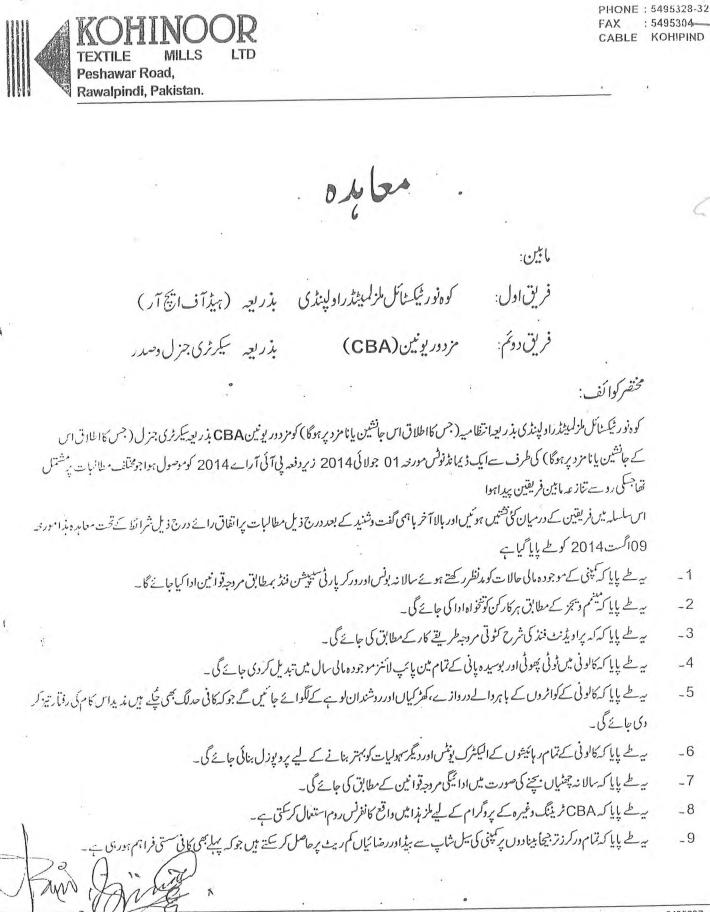


(Registered Islamabad NIRC) C.B.A.

Date:

Ref. No:

مصب مطالبه نمبر 19: خونی رشتے کی بھرتی برعائد یابند کی کوشتم کیا جائے۔ مطالبہ نمبر 20: تکمینی لون بغیر انٹرسٹ کے دیاجائے۔ مطالبه نمبر 21: تسمینی ہرسال دیں عدد موٹر سائیکل ورکرز کو پیجمنٹ کو ملنے والے طریقہ کارے دی جائیں سے مطالبہ نمبر 22: ریٹائرمنٹ 60سال پر کیاجائے۔ نیز جودر کر، ریٹائر ہوا س کی جگہ اُس کی بیٹی یا بیٹے کو بھرتی کیاجائے اگروہ مطلوبہ شرائط بریورااتر تا ہو۔ اساف کودیا جائے مطابہ نمبر 24: عید گفٹ میں ملنے والی کمپنی پروڈ کٹ کو مارکیٹ میں میں بیچا جائے اوراس کی جگہ ورکرزا در وركرزكى المليه بح لتح ايك ايك سوٹ اور متحاتى دى جائے -مطالبه نمبر 25: وركرزاورا شاف كى سالانه، ذاكثرى اورا تفاتى چھٹيوں كو يكساں كيا جائے اورر يلے سلم میں کام کرنے والے درکز زکو ملنے والی Compensatory کوا میر سینٹ کا حصہ بنایا جائے۔ مطالبة نمبر 26: رمضان المبارك مين 6 كفيفي ديو في كوستغل كياجائے-مطالبه نمبر B: 27 شفٹ میں کام کرنے والے در کرز کوا یک گھنٹہ پہلے چھٹی دی جائے۔



Managing Director 5495369, Grp Director Finance : 5495313, Finance Manager: 5495326, Marketing Manager : 5495362, Purchase Manager : 5495337 Lahore Office : 42, Lawrence Road, Lahore. Phone: 36302261-36302262, CABLE · KOHINTEXPIND, FAX : (042) 36368721 Karachi Office : 25 West Wharf Industrial Area, Karachi. Phone 32310025-32313992-3 Cable: KOHIPIND, FAX: (021) 32313064



PHONE : 54953 FAX : 549530 CABLE KOHIPII

سہ طے پایا کہ کہ ملازمت چھوڑنے کی صورت تمام ملاز مین کوکا پرنس سر میفیکید کے بعد فور أسروس سر میفیکید جاری کردیا جائے گا۔ _10 یہ طے پایا کہ طرکالونی میں مرمتی کا مرکی رفتارکوموجودہ مالی سال میں مذید تیز کریا جائے گا۔ _11 سیط پایا کہ کالونی ادر ملز کے تمام اہم مقامات پر سمیورٹی کیمرازموجودہ مالی سال کے اندر لگا دینے جائے گے۔ _12 13- يدط يايا كديوائن فمبر 13 الطح سال زير فور لاياجا حكا-یونین کے درج بالامطالبات پراتفاق ہوااور مورخہ 09اگست 2014 کود سخط ہوئے معاہدہ ہزاکے طے پانے پراس امرکایقین دلایا کہ کارکنان بدستورملز کی ترتی اور پر دذ^کشن

میں اضافہ کیلیے برستورکوشاں رہیں گےاورنظم دضبط برقرارر کمیں گےاس معاہدہ کا اطلاق 01 جولائی 2014 سے ہوگااور 30 جون 2015 تک نافذ العمل رہے گا

مزددریونین (CBA)

يزريعه

بذراجه مذآف اجآر

كوه نور ثيك ثائل ملزك يثدراو لينذى

Managing Director : 5495369, Grp Director Finance : 5495313, Finance Manager: 5495326, Marketing Manager : 5495362, Purchase Manager : 5495337 Lahore Office : 42, Lawrence Road, Lahore. Phone: 36302261-36302262, CABLE · KOHINTEXPIND, FAX : (042) 36368721 Karachi Office : 25 West Wharf Industrial Area, Karachi. Phone 32310025-32313992-3 Cable: KOHIPIND, FAX: (021) 32313064 بسم الثدالرتين الرحيم

معامد صبط مید می معلم میند (Settlement) ما بین الله من الل

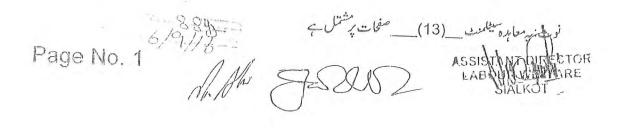
انتظامیہ فارورڈ گئیر کو مطالبات پر مشتمتل جارٹر آف ڈیمانڈ نوٹس (ریفرینس طرق نمبر:F.G.W.U-1416/15)ارسال کیا۔اور مورخہ 2015-26-25 کو بیطابق قانون ہڑتال نوٹس دیا۔

> جس پرفریقین کی باہم رضامند کی پرکاروائی مصالحت روبرو Conciliator تحکمہ محنت سیالکوٹ مورخہ 2015-07-09 شروع ہوئی۔جو کہ مورخہ (2016-16-08) تک جاری رہی۔اب ہر دوفریقین کے درمیان مطالبات (ڈیمانڈٹوٹس) کے سلسلہ میں بی تفصیل ذیل معاہدہ روبرد مصالحت کنندہ Conciliator مطے پا گیا ہے۔

> > 5475

6.9.12

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چارٹر آف ڈیمانڈ (زېږدفه:34 آف پنجاب صنعتی تعلقات! پکٹ بجربہ۔(2010) ترمیم شدہ 9

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مطالبہ ہذایر بمطابق قانون پہلے ہے ہی کل درآ مدہور ہاہے (5,17.) مركزى وصوبائى حكومت كى طرف ب وقتافة قتايا جب مين دى مم یا اعلان کر دہ مراعات/ مہولیات ونتخوا ہوں میں اضاف ک اطلاق مینی بذافارور ذکیتر کی ہرطرح کی پرددکشن سے منسلک جمله کارکنان پراءلان کردہ ناریخ سے بلاتا خیرآ رڈیننس کی تاریخ ے فی الفور نا فذالعمل ہوگا۔جبکہ معاہدہ مور خد 14-05-2014 کے تحت تنخواہ کے اضافہ کو حکومتی اضافہ سے مشروط نه تجما جائے گا۔ مطالبه بذاير يهل سے بي مل درآ مد بور با ہے اور آشنده بھي يا (6, 27.) مرتب کرتے دفت یونین سے تمل مشاورت کی جائے گی۔ انتظامیہ کمپنی کے کام وسہولیات ہے متعلق جو بھی پالیسی مرتب کرے یونین کے نمائندوں کو پالیسی مرتب کرتے وقت شامل رکھا جائے۔ مزید بی کہ فیز ٹریڈ کے حوالے بے جن اچھی مراعات کایالیسی میں تذکرہ کیا جاتا ہے ان پر کمل کمل کمل کیا جاتے اور جونکات خلاف قانون ہیں ان کوشتم کیا جائے۔ فيكثرى مين نديى كوكى غير قانونى عمل جور بإب اورندي أتند (7, 2.) کوئی غیرقانونی عمل کیا جائے گا۔ ملازمت سے برطرف کیئے کہایک دن کی چھٹی/غیر حاضری پر الازمت ہے علیحد گی کاغیر الحام وركرز بحال كن جا محك بي - جن كوبقايا جات ICk قانونى مل يسرختم كباجائ _غير قانونى طور يرملازمن س benefits اداکے جاچے ہیں۔ یلجدہ کئے گئے بحنت کشوں/عہد بداران پڑنین/مبران کونی الفور بلازمت پر بحال کراجائے۔ یاجن کوغیر فانونی طور پرانکوائری ے مل میں ڈالا گیا ہے۔ کمل ختم کیا جانے۔ یہ بھی کہ لے آف / چمانی تحت/اسٹینڈنگ آرڈرزآرڈ بینس ددوبارہ بھرتی کے عمل میں ان کار کنان کواد لیت دی جائے۔^جن کوملا زمت سے كى بھى دجہ سے عليمدہ كميا كميا ب دنيزجن كاركنان كوتمكم زبانى / بلادجہ / غیرقانونی طریقے ہے ڈیوٹی کرنے سے دوک کر SCL میں بتھادیا گیا ہےان تمام کارکنان کوڈیوٹی پر بتھایا جائے دنیز سابقہ ماہ دار کی نخو ایں بھی اداکی جائیں۔ (كارز12-13-14-15 كالإسرارى كافك) e No. 3 ASSISTANT DIRECTOR

(جرونبر8)	ی ہزایں نہ ہی کوئی غیر قانونی عمل ہور با ہے نہ بی کی ور
ا برو. رق اسم بهریما کریک نتا ای کار دانی کرنجه: ادرغبر قانونی طریقه اغیر	انونی طریقہ سے ملازمت سے برطرف کیا چار ہا ہے۔
المجل بيدان و حرك المجل المورية من المحده في كما جائے افر	نین میں رضامندی سے بیاج کہ سنگنجل میں بھی
الله بر کر کر غلطی اج حرل عملی کا بصورین بشی اسٹینڈ نگ	يد تك أر در آردينيس 1968 م يكل درآ مركيا جائ
کا۔ کارکن کی کایا جرم انبلہ کان دروع کی کا یہ کارز آرڈرزآرڈینٹ 1968ء کی کلاز (15) کی سب کلازز او	غیرقانونی طور پر کسی ورکرکونو کری ہے برخاست نہیں کیا جا
ار در دارد بس 1968ء الطار (١٦) م جيلاد (١٦) (3) كى سب كلازز A to L برنگاه ركھتے ہوئے ملازمت	فتتيه وركرتمي غيرقانوني بإغيراخلاتي سركري ميس لموث بإيا
	-2
ے بیچارہ کرنے کی بنجاعے میبر دوریں کی دردور ارس	
جائے۔یہ بی کہ کی جن کے ہوتے پاری دیں جائے۔ اسٹینڈ نگ آرڈرزآ رڈینٹس کے مطابق قانونی کاروائی کا جملہ	
اسینڈ نک ارڈرزا ردیش کے سطابی کا دیں کا روزان کا جنگ	
قالوی طریقہ ن اطبار رہا جائے۔دور کا ول وسل کے الکے تقاضے یور پر کرتے ہوتے انکوائری کے قیصلے تک کار کنان کا	
لفاضح پور سے حربے ہوتے الوار ول سے مصاد میں حاضری الٹیٹس ڈنخواہ کے عمل کو ہند نہ کیا جائے۔	
	خواتین کے پال کوئلبحدہ کیا گیا ہے۔ متقبل میں باجمی مشاد
(جز دنمبر 9) کهاداره بذاکے اندر بسطابق قانون خوانتین تحفظا یکٹ	ے خواتین کمیڈی تفکیل دے دی جائیگی ۔ سے خواتین کمیڈی تفکیل دے دی جائیگی ۔
کہادارہ ہذا کے اندر سمطابل فانون والین حفظہ بیٹ 2010ء کمیٹی کی نشکیل جلد کی جائے کہ قانون خوانتین تحفظ	
2010ء میں سیں جلال جانے کے لدہ کو ک والد کی تصلیل ایک 2010 ای حوالہ ہے ہے۔ جس میں کمیٹی کی تصلیل	
بار مے کمل طریقہ کارکی دضاحت موجود ہے۔	
(10 1.)	سے سی بھی ورکر کوغیر قانونی نوٹس نہ دیا جار ہا ہے اور نہ ہی
(جزد تبر 10) - جملہ کار کنان کوغیر قانونی نوٹس دینے کاسلسلہ بند کیا جائے۔	میں کوئی غیر قانونی نوٹس دیا جائے گا۔اور لیبر قوانین کی
جملہ کار کنان کو غیر قالوی کو ل دیچے کا مسللہ جلاحیا جاتے۔ مزید ہیر کہ جملہ نوٹسز جو کہ آج تک انتظامیہ کی جانب سے	ياسدارى كى جاتى ر بى كى -
مزید ہے کہ جملہ کو منز جو کہ ای تک اعظامید کی جائب سے کار کنان کودیتے گئے ہیں اور جو کار کنان کی فائلوں میں پڑے	
ہیں ان کومنسوخ کیا جائے۔سزاد جزائیں قانونی طریقہ عمل ان ان کومنسوخ کیا جائے مسرزاد جزائیں قانونی طریقہ عمل	
ا پنایا جائے د نیز عدالتی احکامات کی کمل پاسداری کی جائے۔	
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ASSISTANT DIRECTOR	
LADOUR WELLARE	A Ar As 200
WINKLYKKE-	

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مالى مراعات 2 Alles فریقین کی باہمی رضا مندی سے طے پایا ہے کہ انگر سنٹ کر (1,1) شرح%6 برقر ارد ب كى جوكه ماه أكست 2016 كى تخواه ي ہر ٹریڈ کے جملہ کارکنان کی تخواہوں میں اضافے کامل مہنگائی شامل ہوگی اور ماہ اگست کی تخواہ بشمول انگر بہندے ماہ کی نسبت سے سالاندائلر بینٹ کی شرح کو 6% سے بڑھا کر ستمبر 2016 میں ادا کی جائیگی۔ 15% سالاندكى بنياد يركيا جائے-وركرزكوا زمائتى مدت (تلين ماه) يورى ہونے کے بعد شريدوا (2,17) معاوضهاداكماجاريا-سلائى كاريكرزكى بمرتى يريم دن ، اى كاركنان كوكر ف نوشفايش كے مطابق ٹريڈوائز معادضہ دياجائے۔ (3/37) فریقین کی باہمی رضامندی سے سیطے پایا ہے کہ جو در کر بور سالانه چھٹیاں14 سے بڑھا کر30 کی جائیں۔اور ہرسال مہینہ کام پرآئے گااور پورے مہینے میں کوئی چھٹی یاغیر حاضر ز جنورى بين ان كى ان كيشمن دى جائے ملادہ ميڈيكل دكام كريكانوا يے دركركواس ماہ كى تخواہ كے ساتھا كيے يوم كى اجر-ی چھٹیوں کی بھی بقایا چھٹیوں کی انگیشمنٹ دی جاتے۔و نیز بطورانعام دى جائے گى -مہینے میں جھٹی نہ کرنے والے ور کرز کو ہر ماہ 1000 روپے بطور انعام دیاجات تا کدور کرز کی حوصلدافزائی ہو۔ اس عل سے بلادجه چھٹیاں کرنے کارتجان ختم ہوگا۔ پروڈ کشن بڑھے گی۔ یونین تین بونس کے مطالبہ سے دستبر دار ہوتی ہے تا ہم سابقہ (4, is 7.) معاہدہ کے مطابق دو(2) بونس ہر سال دینے جاتے رہیں۔ جمله کار کنان بشمول کلیر یکل سٹاف وٹھی پرار کی کے ذریع كام كرنے دالے كاركنان كوسالان نتين منافع بونس دينے جائيں ۔اس کے علاوہ کارکردگی ہوٹس بسطابق اسٹینڈیگ آرڈرز آرڈیننس 1968ء کلاز۔ (A) ۱۰، دیاجائے۔تاکہ محنت كشول بين زائد تحنت كاجذبه بيدا تو-يونين اس مطالب ب ديتبر دار ہوتى ہے۔ (5,37) منافع بونس دمنافع کے لئے بمطابق قانون ٹرسٹ کا قبام عمل یں لایا جاتے۔ اور منافع بوٹس ومنافع (5%) کی ادائی ہر سال تمبرتك كى جائ _بصورت ديكرزا ندمدت ميں منافع كى je No. 5 رقم كواجانيت = بدهايا جائے-SIALKOT

فریقین کی باہمی رضامندی ہے بہ طے پایا ہے کہ تمام در کرز ک (6, ···· , ··· , ·) رمضان میں میل الاونس کے بر کے رمضان کی (راش) و تمام كاركنان كور مضان بي عم از كم-/Rs.3000 كاديا جائے۔جبہ جو ماہانہ بیل الاؤنس ک رہاہے ماہ رمضان میں اس -626 ی کٹوتی نہ کی جائے۔ مزید ہی تھی کہ رمضان بیکے میں ننواہ کی حدکو ختم کیا جائے۔ جملہ کار کنان چاہے جنٹن بھی ننخواہ کی وصو ل کر ر ب بی كور مضان في كى مرولت دى جات -ٹریول الاؤنس کی رقم-/40 روپے سے بڑھا کر-/50 روپ (7, 27.) منظور کی جاتی ہے۔ ئر يول الا ونس كى رقم بز ها كر 100 رو بي كى جائے-نہ ہی کی درکر سے جبری اوور ٹائم لیا جار ہاہے۔اور نہ ہی (8, 27.) میں جبری اوور ٹائم لیا جائے گا۔ بسطابق قانون عمل کیا جاتار جمله كاركنان سے اودر ثائم بمطابق فانون لياجائے۔اور جبرى اوور نائم نہ لیا جائے۔ کہ جبری اوور ٹائم ہے، کارکنان کی نہ صرف -6 كام بي بلكهاداره بدويجي ختم بوجاتى ب- يمل اداره كيلي نقصان دومل ب-(ایک ماہ میں 60 گھنے اوور ٹائم برطابق قانون لياجات)-يونين اس مطالب ب دستبر دار ہوتی ہے۔ او در ٹائم لگانے ک (9,1.7.) صورت میں شام کو ملنے والے میل الا دُنس کی رقم سابق شرر ' اضافی نین گھنٹہ اوور ٹائم لگانے پر جملہ کارکنان کے لیئے ہے ہی دمی جائے گی۔ در ہے چھٹی پر کارکن کے گھر بہنچنے ۔ Night میل الاونس کی رقم کو بو حدا کر -/Rs. 100 کیا لے فیکٹر میٹرانسپورٹ مہیا کررہی ہے۔اور آئیندہ بھی ایسا جائے۔مزید یہ بھی کہ رات دیر ہے چھٹی پر کارکن کے گھر پہنچنے جارىر بى گ-كيليحران ور مراكى جاب-يونين اس مطالب ، دستبر دار ہوتی ہے۔ سينيار ٹي الا دشر (10, 27.) سابقە جىثىت فى سال 200 روپە كى حساب سے برقرار، سنىيار يى الا دنس كوم، ظائى دادار ە سەزيادە نسبت كى بناء ير، بر سال200روبي بوهاكر400رو بدكياجات كاكه في و -5 برانے کارکنان میں فرق دائے ہو تھے۔ يونين اس مطالب _ دستبر دار ہوتی ہے۔سالانداضانی (11,37) سالا نداضا فی انگر بینٹ کی موجودہ 100 روپے کی شرح کو بڑھا | آنگر بینٹ کی شرح فی سال 100 روپے کے حساب سے كرېرمال250 دو چىكياجا بى - تاكىكاركىنان كى معاشى -5-1 حالت میں فرق آ سکے اور دلجہ چی سے ادارہ کی پروڈکشن میں محمد ال No. 6 ASSISTANT DIRECTOR LABOUR WILL TARTING

مطالبه بذاير يهلى بى مملدراً مد و دكا ب- اوراً عيند و يكى جار (12,37.) دويليمن بال كے جمله كاركنان كالا ونسر فورى بحال كئ -bci جائيں ونيز جننے ماہ الا دنسز کي کثوتي کي گئي ہے۔وہ رقم واپس جمله كاركنان كواداكى جائے-ويكرمراعات وسهوليات مطالبة بمر 3 مطالبه بذاکے بدلے کمپنی حسب تو نیق ورکرز کی مالی امداد کر ف (1, in .) رہی ہےاور سنتقبل میں بھی حسب تو فیق مالی امداد کرتی رہے قرض هنه كاسلسا يشروع كباجائ _ادر ضرورت مند در كرزكو البتة كمپنى كى بھى با قاعدەرقم كى ادائىگى كى يابندنە ہے۔ اس کی شادی ادر بہن کی شادی یا ذاتی مکان کی تعمیر پر -/Rs.60,000 رویے قرض دسند کی ادائیگی کی جائے جس كى كۇتى كادورانىي3سال بو-بابهی رضامندی سے طبح پایا ہے کہ میل ونی میل در کرک شا (2, 2, 7.) پر قانونی دستادیز / نکاح نامہ پیش کرنے پر کمپنی در کرکو سکتے ایک وركركى شادى پرددبسي ايك خوانتين براتى اورايك مرد برانتول بزارردى -/Rs. 1000 شادى كى سلاى د _ كى-کے لئے دی جائیں۔ نیز کارکن کی شادی پراس کو -/Rs.5000رد يى ملاى كطور يربى ديخ جا مى يونين مطالبہ بذامے دستبر دارہوتی ہے۔ (3, 27.) اداره بزايس بمطابق قانون فير براكش شاب كاقيام عمل مين لايا جائ فير رائش شاب براشيا فخور دونوش No-Loss، No-Profit ، كى بنياد يركاركنان كودى جائي-يونين مطالبه بذات دستبر دار ہوتی ہے۔ (4, 27.) جملہ کار کنان کی ضرورت کے پیش نظر کار کنان کی گریجو پٹی کی رقم کارکنان کوایڈدانس دی جائے۔ تا کہ جملہ کارکنان کی ضروريات يورى يوتيل-باہمی رضامندی سے طی پایا ہے کہ جن حاضر سروس میل د (5, 27.) میل ورکرز کی مدت ملازمت3 سال پا اس سے زائد ہوگی برسال ایک مردادرایک خانون کارکن کوج پراوردومردادرد وركرزكانام سالاندقر عداندازى يس شائل موكا- برسال قر: خواتين كوتمرير بيجاجائ -جن كاانتخاب بذر ليدقرعه نكلني والحابك وركركوعمره يربيعجا جائحك -2663111 e No. 7

تعلیم حاصل کرنے والے ور کرز کوامتحان کی ڈیٹ شیٹ کے (6,37.) مطابق صرف امتحان والے دن بمعة پخواہ چھٹی دی جاتے گی. جوكاركنان الازمت كرماته تعليم حاصل كررب بي امتحانات کے دقت ان کار کنان کو پہلے بہیر یے لیکر آخری پیر تک بمعتنخواہ چیشاں دی جائیں۔ مطالبه بذا فيكثرى كردائر واختيار مين ندآ تاب البنة فيكثرى (7, 2.) حکومت پنجاب سےاپنے ورکرز کے لیے فلیٹس کا تقاضہ کر۔ جوکار کنان کراہے کے فلیٹ میں رہتے ہیں۔ادارہ ہٰزافارور ڈکٹیر ان کارکنان کے لئے لیبر کالونی میں مخصوص کوئے کی فرا جسی کو گ--21:0: کمپنی کی جانب سے نہ ہی کوئی غیر قانونی عمل کیا جار ہا ہے او[.] (8, 2.) بى آئىندەكماجاتىكا-انظامیر کی طرف سے عہد پداران یونین ومبران یونین کے خلاف انقامى كاردائيوں كاسلسله بندكيا جائے ونيزيونيين ممبران کو یونین چھوڑنے بارے ہراساں نہ کیا جائے۔و نیز عہد بداران/مبران کے خلاف بے بنیادادرانتقامی کاردائی کے تحت جاری کردہ جارج شیٹ اور شوکا زنوٹس ختم کئے جائیں۔ يونين آف مين نيافرنيچر اور نيا AC فراجم كرديا كما (9, 27.) ہے۔ یونین کے ایک مزید آفس بیر رقاری محمد افضل چیمہ (فز یونین آفس جوفیکٹر ی ہٰذا میں یونین ہٰذا کودیا گیا ہے۔ یونین اس سیرٹری در کرزیونین فار در ڈگئیر) کو در کرز کے سوشل سیکور كاتهدول يرا براانظامير كاشكر بداداكرت وغمزيد ے سائل حل کرنے کے لئے ڈیوٹی سے ہمہ وقت فری کیا مطالبہ کرتی ہے۔ کہ سابقہ معاہدہ کے تخت آفس کیلیے فرنیچر افو ٹو سٹیٹ مشین/ پرنٹر/ لیپ ٹاپ/ ٹیلیفون اور آمد ورفت کے لئے جانامنظوركياجا تاب-ٹران پورٹ کی مہولیات ونیز ہمہوفت ایک آفس بوائے دیا جائے۔ کارکنان کے سائل میں اضافے کے پیش نظر دومزید آف بررزى ديونى فرى كى جائے۔ تمام بھر تیاں میر اور کام کی نوعیت کے مطابق کی جاتی ہیں (10, 27.) کار کنان کی ٹی بھرتی پر میرٹ کی بنیا د پر یونین ہزا کوبھی کو ٹہ دیا 🛛 نیز بھر تیوں کے لیے کسی قشم کا کو ٹہ مقرر نہ کیا جا سکتا ہے۔ e No. 8 SIALKOT

میل الا ونس کی رقم 25رویے یومیے بڑھا کر 29روپے (11, is ??) يوم منظور کی جاتی ہے۔ فیکٹری میں بسطابق قانون کنٹین کا جراء کیا جائے۔ کھانہ/چاتے ددیگراشیاءخور دوندش مفت فراہم کی جائیں۔ کنٹین کائمل قانونی ہے۔اور قانون پر عملدرآ مد فیکٹر ک فرائض كا حصه ب- مزيد بيرك جب تك كنتين تح مل كولمل نهين كباجا نا _ إس ونت تك جمله كاركنان كوبلا تخصيص ميل الا ونس پردیاجا بے - پہلے بدادا تیک -/Rs.25 يوميد بے -جبکد مهنگانی ے بی نظراس رقم کو بڑھایا جائے۔ يونين مطالبہ بذات دستبر دارہوتی ہے۔ (12, 12, 7.) نی کلامز کے اجراء پر کارکنان کے بچوں کے لئے مفت کتابیں اوركا پال فراجم كى جائيں-مطالبہ ہزا پر مملدر آ بد کردیا گیا ہے۔فارور ڈکٹیر فیکٹر ک (13, 2.) وركرزك لتحاليك ايم بي بي اليس ذاكثر كاانتظام كرديا تكيا-فیکٹری ہٰزامیں کار کنان کی بیماری دا پرجنسی کی ضرورت کو بورا جېدايك ليدى زى يىلى بى موجود -كرنے كيليح ڈ پنرز كوبتھايا گيا ہے۔جوكواليفائيز ڈاكٹر نہ بیں۔ ضرورت كومحسوس كرني كاعمل قابل تحسين ب- ليكن سيمل کار کنان کی ضرورت کو بورانہیں کرنا۔ تعدا دزائد ہونے کی بناء پر ، مایک MBBS، میل ڈاکٹر وایک MBBS، لیڈی ڈاکٹر کی فی الفور ضر درت ہے۔ مطالبہ بذایر عملدر آمد کردیا گیا ہے فارور ڈکئیر کے ور کرزے (14, 27.) لتے ایک نیوا یہولینس فراہم کردی گئی ہے جو کہ ہمہدونت مزید بیر که ایم ولینس فیکٹری میں موجود ضرور ہے کیکن اس کی ڈیوٹی گھروں کا سوداسلف ہے۔ سیمل درست نہیں ۔ ایمبولینس کو پرموجود ہوتی ہے۔ یا توا یرجنسی کیلیے ہمہ دفت فیکٹر ی میں رکھا جائے۔ یا پھر دوسری ايبولينس لائي جائح جس كايرا ئيويث استنعال نه ہوادر ہمہ وقت اداره بذاش استيند بركمري مو-کار کنان کے EOBI اور سوشل سیکورٹی کارڈز پہلے = (15, 27.) جملہ کار کنان کو EOBI وسوشل سیکیورٹی کارڈ کی فراہمی جلد کی بنائے جارہے ہیں البیتہ ور کرز کو کارڈ کے حصول میں در پیژ مشكلات كاازاله كياجائ كأ ادراس بات كوفيني بناياجا جاب - كەكار د كاركن كے اپنے پاس ركھنا قانونى عمل كىكىل وركرزكوندكوره كارڈز كاحصول برونت تمكن ہو يے۔ مونے كالك ب- ندكه انظاميركى دراز بن يدار بناe No. 9 H: Sall ASSISTANTY LARP JR

فيكثرى بحا ثاندجات ومثيريل كوارادتا نقصان ببنجان ك (16, 2) فیکٹری میں دوران کار کی قشم کے مثیریل کے ضائع ہونے۔ یا صورت میں ہونے دالے نقصان کا بسطابق قانون ازالہ کیا پر کی بھی دوسر نقصان کی صورت میں کارکنان نے نقصان -626 كوبوراكرف تح بحل كوختم كمياجائ - كه فقصان كاعمل ارادتا نہیں کیا جاتا ۔ کدارادتا کیلیے قانون موجود ہے۔ جبکہ کارکنان ک بنیادی تخواہ یا بیں ریٹ کے معاوضہ بے کوتی کامل غیر قانونی وناانصافی پرتنی اورکار کنان کی معاشی حالت کومزید کمز ورکرنے کردار ج-اے م کیا جائے۔ مطالبه بذابر بمطابق قانون عمل درآ مركيا جائيكا _ نيز تميني بذا (17 (17) کارکن کی بیماری یا حادثہ کی صورت میں اس کی مالی مدد کی جائے۔ مجمعی ورکر کی مالی امداد کرنے کی پابند نہ ہوگا۔ بیماری یا حادث کی صورت میں ورکرزے جبری استعفیٰ نہ طلب کیا جائ - وركرزكوا بناتك ل علاج كرداني دياجا ب - كاركنان كو د دران علاج بیماری د حادثہ کے دنوں کی کمل تخواہ کی ادائیگی کے عمل کونیشنی بنایا جائے - کہ وقت کا تقاضہ بھی ہے اور غریب کارکن كى ضرورت بحى-شولڈریل ودیگر سکڑ کے لئے پہلے سے شدہ اور اطلاق ش (18, 2: 2:) باليسى يمل كياجار با ب-شولڈریل ودیگر یلوں کے جملہ کارکنان کے کام کولائینوں كبياته نسلك كياجاب - تاكهلا يمينون بي كام كرف والے وركرزادر يلول يس كام كرف والے دركرز كى مراعات (في س رين وغيره) كيسان بول-مطالبه بذااس حدتك درست تشليم ب كه ليذى دركرز كابال (19, 27) كردباجات بس يعملدرآ مددو يكاب-لیڈی درکرز کابال الگ کیاجائے۔ کہ خواتین کیلیج کام میں مشكلات بيدا بوتى بين مزيد بيركه فيكثر بى بي عائلاً كيتر سنشر كا قام ل ين لا إ وات مطالبه بذابر بمطابق قانون عمل كماجار بإ ب-آئينده في (20 روز 20) -62-6 بمطابق قانون معذورافراد کے کوئے پڑل کیا جائے۔تا کہ معذورافراد بھی کی کی تجاجی ہے جائیں۔ No. 10 Sa ASSISTANT DIRECTOR

نی نے ورکرز کی ادائیگی نماز کے لئے معقول جگہ فراہم کی	رونبر21)
) بے دوران ادقات کار و وقفہ نماز حسب سابقہ روایہ	
	یہ بیاد کہ ہے۔ لے دن نماز کے مکمل وقت کو فیکٹر کیا بیخ کھاتے میں ڈالے۔ کہ ہر قر
	مسلمان بیں۔بحثیب مسلمان نماز کی کٹوتی سمجھ سے بالا ہے۔
وئی بھی در کر مرہ ج کی ادائی کے لئے جانے گا۔ تو بہل	جونبر 22)
دہ چھٹیاں بمعنی خواہ بطور سالا نہ چھٹیاں ادا کی جائیں گی۔	
ت ملازمت کا سال بورا ہونے پر سالا نہ چھٹیوں کا معادف	
کیاجائے کانے نیز چودہ یوم سے تجاوز کی صورت میں جتنے در	
ی در کرمزید چھٹیاں کر ے گاان میں ہے آدھی چھٹیاں کمپن	15'
ر پیشخواہ ادا کر ہے گی ۔	(
	(23, نبر 23)
	کارکنان سے کام ان کی استطاعت کے مطابق لیاجائے۔کہ
	سلے صرف 35 بیک ٹی گھنٹہ کے حساب سے پروڈ کشن کا ٹارگٹ
	تھا۔ جے بڑھاتے، بڑھاتے 120 بیک ٹی گھنٹہ کے حساب
(Pending)	ے کردیا گیا ہے۔ جو کہ کار کنان کی استطاعت سے بڑ <i>ہ</i> کر
	ہے۔ کہ وہی ہاتھ ہیں ۔ وہی8 گھنٹہ ڈیوٹی ۔ وہی مشینری ۔ وہی
	كاركنان _ ٹارگٹ انتہائى زیادہ ہے _ كاركنان اپنى استطاعت
	ے بڑھ کر کام کریں گے۔ گرکتنا۔ اس کا جائزہ لیا جانے۔ ادر
	کارکنان سے ان کی استطاعت سے بڑھ کر کام نہ کیا جائے۔
	تمام بیگز کا ٹارگٹ کم کیا جائے ونیز کسی بھی کارکن کا
<u>A</u>	Designation تبديل نه کيا جائے۔
مطالبه بذا پر پہلے ہی عملدر آید کیا جار ہاہے۔جن روش ب	(برونبر 24)
مرانسپورٹ کی ضرورت یا کمی ہوگی وہاں ٹرانسپورٹ مہیا	ٹرانسپورٹ کےروٹ کوکار کنان کے مطابق لایا جائے۔ جن
اگ-	روٹس پرٹرانسپورٹ نہ ہے کم کی ہے ونیز سابقہ معاہرہ کے تحت جن
	روٹس پرا نظامیہ نے یونین کی نشا ندہی پرٹرانسپورٹ مہیا کرنے
	کی حامی بھری ہے۔ان روٹس پر فی الفورٹرانسپورٹ مہیا کی
111	7900 H K.
M. Khr. Sed.	ALLO ASHISTANANAIRECT
No. 11	SIALKOT

نوٹ: ورکرزیونین (CBA) اور انتظامیہ فارورڈ گئیر کے درمیان اتفاق رائے سے چا آف ڈیمانڈ پر جو معاہدہ طے پایا ہے۔ اِس پر 2016-08-01 سے ممل درآ پر شروع چائے گا۔ہر دوفریقین نے مندرجات بالا معاہدہ کو درست تسلیم کرتے ہوئے اپنے ا۔ دستخط شبت کئے ہیں۔ جس پر ہر دو فریقین عمل درآمد کے پابند ہو گ

تاريخ معاهده: 16-08-2016

jo1 فريق دوئم فريق اوّل تمائندگان انتظامیہ نمائندگان در کرزیونین فاردر دگتیر (CBA) مر الم. محمالي بث (عدر)-----ميجرجاد يداختر خواجه صاحب (ڈائر يکٹر) شاهش تبريز (سينتر نائب صدر) . . . مده Mana 5. Shawa بلال مرزا (اسٹنٹ کمپلا تینس مینج مريين (نائب مرر) ____ شنرادهشاق(جزل کیریٹری)_____ مطلح_ قارى چرافضل (فنانس بكريزي) تلادى تى اختار ج مصالحت كننده محرعتان صاحب استثنث ذائر يكثر ليبرآ فس سالك كابى برائ اطلاع وضرورى كاروائى: SIALKOT 1 _ جناب بیکریٹری لیبروہ یومن ریسور سر حکومت پنجاب سول سیکریٹریٹ لا ہور۔ ge No. 12

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e No. 13

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MEMORANDUM OF SETTLEMENT

Under Section 35(2) of the Sindh Industrial Relations Act, 2013

NAME OF THE PARTIES

Hinopak Motors Limited, D-2, S.I.T.E, Manghopir Road, Karachi hereinafter referred to as the "Company" (which expression wherever the context so admits shall mean and include its successors and assigns).

AND

Hinopak Motors Employees' Union, a duly registered trade union of the workman and Collective Bargaining Agent under the Sindh Industrial Relations Act, 2013, having its office at Karachi hereinafter referred to as the "Union" (which expression wherever the context so admits shall mean and include its successors, assigns and all permanent workman employed or to be employed by the Company at Karachi).

Representing the Employers

- 1. Mr. Tatsuhei Muto MD & CEO
- 2. Mr. Yoshihiro Kondo Deputy Managing Director
- 3. Mr. Takehito Sasaki Plant Manager
- Mr. Fahim Aijaz Sabzwari Senior Divisional Head HR, Admin & HSE / Finance & IT
- Mr. Adil Mohiuddin Shah Senior Divsional Head Sales & Marketing / Service & Parts
- Mr. Naushad Riaz Divisional Head Chassis Assembly
- Mr. Nishat Zafar Divisional Head Plant Administration
- Mr. Ahsan Waseem Akhtar Deputy Divisional Head HR, Admin & HSE
- 9. Mr. Muhammad Khaliluddin Departmental Head HR & HRD

Representing the Workers

- 1. Mr. Arshad Khan President
- Mr. Muhammad Yousuf Vice President
- Mr. Waseem Ahmed General Secretary
- 4. Mr. Maqbool Elahi Joint Secretary
- 5. Mr. Mursaleen Khan Finance Secretary
- 6. Mr. Hashim Khan Joint Secretary

SHORT RECITAL OF THE CASE

WHEREAS the Union as a Collective Bargaining Agent of the workmen of the Company raised Industrial dispute in accordance with the provisions contained in the Sindh Industrial Relations Act, 2013 by serving upon the Company a Charter of Demands dated <u>25st March, 2016</u> under section 35(1) of the Sindh Industrial Relations Act, 2013. A copy of the Charter of Demands is enclosed and marked as **Annexure "A**".

AND WHEREAS pursuant to the industrial disputes having been raised by the Union as Collective Bargaining Agent of the workman and the company, both the parties entered into bilateral negotiations and discussions on the said Charter of Demands.

AND WHEREAS during the course of mutual discussions and negotiations during the meetings held between the Company and the Union on the subject, both the parties above named took into consideration the existing wages, allowances prevailing in the comparative industries in the region and the assurances and guarantees given / agreed by the Union hereinafter and also took into consideration the rises in the cost of living, economic condition of the company and general business environment of the country.

AND WHEREAS as a result of mutual discussions and bilateral negotiations, the Union and the Company have been able to reach a Settlement in respect of all demands contained in the said Charter of Demands being Annexure "A" hereto:

NOW, THEREFORE, THIS SETTLEMENT WITNESSETH AS UNDER:

TERMS OF THE SETTLEMENT

- The overall percentage of annual increment to be given to all permanent workers combined together with effect from 1st April, 2016 will not be more than <u>18%</u>.
- The overall percentage of annual increment to be given to all permanent workers combined together with effect from 1st April, 2017 will not be more than <u>11%</u>.
- 3. While rating workers for the purpose of performance increment in the categories of Good, Very Good and Excellent, the agreed criteria, among others, shall be taken into consideration, the management being the sole judge of performance.
- 4. The performance increment given to workers under paras 1 and 2 above will be effective only upto 31st March, 2018 and will be subject to such extension modification, change or discontinuance as may be mutually agreed upon between the parties after the expiry of the above date.
- 5. Employees whose basic salary is less than Rs.12,000/- will be paid <u>Rs. 12,000/-</u> as Leave Fare Assistance (LFA) every year.
- 6. Under the Motor Cycle Loan Scheme, permanent workers would be allowed to purchase a maximum of <u>Twenty Eight (28)</u> motor cycles of Honda CD70 and <u>Twenty (20)</u> motor cycles of Honda CG125 in a year subject to such rules as are prescribed by the Company in this respect.
- 7. The annual limit for outpatient treatment reimbursement will be increased from Rs.8,000/- to Rs.10,000/- per family
- 8. Under Company's Hajj Scheme, employees who are not successful in Government Hajj Balloting would be allowed to perform Hajj under Private Scheme. However, the company will provide upto a maximum amount of <u>Rs.200,000/-</u> per employee in addition to the amount announced by the Govt to support the employee to perform the Hajj under Private Scheme. The selection criteria of tour operator would be decided in consultation with the CBA.

Page 2 of 4

- 9. The company will allow <u>four permanent workers</u> and <u>their spouses</u> to perform Umrah per year. The process of selection would remain same as of Hajj. However, the total cost of Umrah for four employees and their spouses will not exceed from <u>Rs.800,000/- per year</u>.
- 10. The management may consider sending employees in Technical Training Program in Japan time to time subject to availability of the relevant programs and required skills of the employees.
- 11. That the management may consider at its sole discretion and in consultation with the Union as and when necessary to increase the strength of its permanent workers in such number at such time and on such criteria as it deems appropriate depending on Company's profitability, volume of production and general business condition.
- 12. In case of death of any permanent worker, his son would be offered contractual employment, if he meets the required skills of the job. If his son is not fit for the job, a permanent replacement from among the contract / temporary workers would be hired as replacement of the deceased worker.
- 13. It is agreed that the CBA will provide its full support in improvement of productivity, quality and working condition and will also support the management in achievement of production and other set targets agreed by both the parties.
- 14. It is agreed that increase in wages/allowances etc. under this Settlement is intended, among others, to provide relief to workman due to rise in the cost of living and such increase in wages also, allowance etc. agreed under this Settlement is liable to be set off against any statutory increase which the government may grant to the workman under any head or name whatsoever, during / beyond the operation of this Settlement subject to the manner as may be specified by the Government in the statute or Ordinance.
- 15. It is agreed that this Settlement is in full and final settlement of all disputes, demands and claims of the Union / Workman contained in Union Charter of Demands dated <u>25-Mar-2016</u>.
- 16. In consideration of the increase in wages granted to the workmen under this Settlement, the Union undertakes that it will not raise or pursue any demand whatsoever directly or indirectly involving financial implications upon the Company during the pendency of this Settlement.
- 17. It has been agreed between the parties that this Settlement shall become effective and come into operation with effect from 1st April, 2016 and shall be binding on the parties and remain in full force and effect for a period of two years up to 31st March, 2018.

IN WITNESS WHEREOF the parties as aforesaid have signed hereunder at Karachi at this 29th day of April, 2016.

CIONATURE OF PARTIES.



National Refinery Limited

PABX : 35064977-79 : 35064981-86 UAN : 111-675-675 Fax : 92-21-35054663 Website : www.nrlpak.com

7-B, Korangi Industrial Zone, Korangi, P.O. Box: 8228, Karachi-74900 - Pakistan.

Ref. No. P.3.3

Date: October 4, 2016

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The Director Labour Directorate of Labour, Government of Sindh, Karachi

Subject: COLLECTIVE BARGAINED SETTLEMENT

Dear Sir,

We would like to inform you that as a result of bilateral negotiations between the Management of National Refinery Limited and National Refinery Employees Union (C.B.A.), a Collective Bargained Settlement for the period from March 01, 2015 to February 28, 2017 has been amicably arrived at between the parties in full and final settlement of the demands served.

The copy of the Settlement is enclosed for favour of information and necessary action at your end.

Yours faithfully, For NATIONAL REFINERY LIMITED

MUHAMMAD FARMAN MANAGER PERSONNEL (FACTORY MANAGER)

Copy to:

Secretary Govt. of Sindh, Labour Department, Karachi.
 Joint Director Labour, East Division, Govt. of Sindh, Karachi.
 Area Conciliator, Labour Department, East Division, Govt. of Sindh, Karachi

N.O.O.

Cc: G.M.(HR & A) Manager / Secretary Funds.

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AGREEME (01-03-2015 to 28-02-2017)

NAME OF PARTIES:

1. NATIONAL REFINERY LIMITED (NRL) 2.

NATIONAL REFINERY EMPLOYEES UNION (NREU), CBA

REPRESENTING EMPLOYER:

- Mr. Usman Ahmad
- Mr. Muhammad Aslam
- Mr. Zakir Mujahid Qureshi
- 4. Mr. Zafar Javed
 - Major (R) M. Abdul Aziz
- 6. Mr. Muhammad Farman
- 7. Mr. Waqar Haider

General Manager (HR & Admin.) General Manager (Special Projects) Treasurer Manager/Secretary Funds Manager (Human Resource) Manager (Personnel) Sr. Management Executive (Personnel)

REPRESENTING WORKERS:

Mr. Abdul Rafiq Siddiqui 1.

- 2. Mr. Wasim Ilyas
- 3. Mr. M. Islam Abbas
- 4. Mr. Abdul Rehman Siddiqui
- 5. Syed Muhammad Khalid
- Mr. Shamsahad Ahmed 6.
 - Mr. Manzar Hussain Siddiqui
 - Mr. Muhammad Imran

President Senior Vice President Vice President General Secretary Joint Secretary Finance Secretary Organizing Secretary Press Secretary

WHEREAS National Refinery Employees Union, Karachi (C.B.A.) hereinafter called the Union, raised certain Demands U/S 35(1) of Sindh Industrial Relations Act, 2013 through their letter No. NREU/SMI/2015 dated February 27, 2015 (Copy of the Charter of Demands is attached herewith as Annexure – I);

AND WHEREAS the parties to the dispute, decided to undertake mutual negotiations with a view to arriving at an amicable settlement of the demands in relation to the terms and conditions of service of NRL workmen;

AND WHEREAS by negotiations and discussions, an Agreement has been arrived at, in full and final settlement of all the demands raised by the Union, now forming subject matter of this Agreement.

THE PARTIES to the dispute i.e., the Management of National Refinery Limited and National Refinery Employees Union, have, therefore, agreed to the following terms and conditions in full and final settlement of all the demands raised by the Union.

NOW THIS SETTLEMENT HEREBY WITNESSETH AS UNDER:-

TERMS OF AGREEMENT

1. PARTIES OF THE AGREEMENT

This Agreement is signed on this <u>03 rd</u> day of <u>October</u>, 2016 between:

(1) National Refinery Limited, a Limited Company incorporated in Pakistan under the Companies Ordinance 1984 having its registered office at 7-B, Korangi Industrial Zone, Korangi, Karachi hereinafter called the "COMPANY".

AND

(2) National Refinery Employees Union, an officially registered Trade Union and Collective Bargaining Agent for the workers actually in the employment and on the payroll of the NRL, hereinafter called the "UNION" (which expressions for the purpose of this Agreement shall include their successors, nominees or replacements).

If the said "COMPANY" changes its name or merges with any other Company or Companies or Organizations so that the Company is wholly or partly absorbed by another Company/Organization, the terms of this Agreement will remain valid and binding on the workmen concerned and shall continue to be so binding for the entire period of duration of this Agreement.

2. OBJECTS

Since the very inception of NRL, it has been the earnest desire of the Management to extend maximum benefits and facilities to the employees within its economic capabilities for healthy economic growth of the Company as a whole. The Company operates on the principle of equality and fair play. It is one of its basic objectives to equate employee's effort, opportunity and job security with its profitable operation and growth.

It is the intent and purpose of this Agreement to ensure sound and mutually beneficial industrial and economic relationship between the parties hereto; to stabilize labour relations within the Company, to clarify the rights and responsibilities of the Company, the Union and the workmen; to provide orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances; to set forth herein the basic and complete agreement between the parties, improving the conditions of employment, and to ensure continual efficiency and high productivity in order to promote and improve the industrial and economic relationship of the Company and its Workmen.

3. EXTENT OF APPLICATION AND ADMISSIBILITY OF THE BENEFITS OF THE AGREEMENT:

It is agreed that this Agreement is confined to and covers only the Permanent Workmen who are employed by NRL directly and are on the payroll of the COMPANY; and the benefits of this Agreement will, unless otherwise specified below, be admissible to only the Permanent Workmen employed by NRL directly and are on the payroll of the Company as on 1st March, 2015 and also to those who expired or retired after 1st March 2015 but EXCLUDING Temporary, Probationary, Apprentices, Badli (Substitute) and Contract Workmen and also those who Resigned or Dismissed from service or left the Company without obtaining proper release.

4. <u>RECOGNITION OF THE COMPANY'S AND UNION'S RIGHTS AND</u> RESPONSIBILITIES:

It is understood and agreed that:-

4.1 The Company retains all rights of Management which shall include but not limited to:-

4.1.1 The right to direct and control the work force i.e. among others, the right to hire, upgrade, promote, demote, transfer, discipline, discharge, dismiss, retain services of individual, to create or discontinue jobs, to determine the number of employees needed, employees qualifications, criteria for

- upgradation/promotion, standard of performance, job requirements and job contents.
- 4.1.2 To establish rules, regulations and policies according to law.
- 4.1.3 To maintain employees discipline.
- 4.1.4 To make optimum utilization of its work force, tools, equipment and other resources.
- 4.1.5 To determine the means, methods, processes, materials, procedures and schedules of job performance and production.
- 4.1.6 To discharge its responsibilities towards individual employee.
- 4.2 The Union or any of the workmen covered by this Agreement shall not collectively, concertedly, severally or individually engaged in or participate directly or indirectly in any strike (whether in pursuance of their own demands or as a token of sympathy with any outside agency), slow-down, stoppage or other interference in production or work whatsoever.
- 4.3 The Union shall extend full co-operation to the Company for maintenance of proper discipline at all times.
- 4.4 The Union expressly undertakes not to raise or pursue any demand, matter or issue involving financial implications on the part of the Company in any form, whatsoever, during the period of this Agreement.
- 4.5 The Union agrees to drop all demands/claims raised through its "CHARTER OF DEMANDS" or during its negotiations and all other points and issues which are not mentioned herein and shall be deemed to have been specifically given up by the CBA and the same shall not be raised directly or indirectly during the currency of this Settlement.
- 4.6 It is agreed that neither the Union nor any of the workers covered by this Settlement will collectively, concertedly, severally, or individually engage in or participate directly or indirectly, in any strike, slow down, stoppage or other interference of work for any cause arising out of the terms and conditions herein mentioned or any other cause of any nature during the tenure of this Settlement. The COMPANY however, retains the right of discipline and termination/dismissal of the services of any worker who violates this provision and the CBA will not in any way interfere in the process of such cases nor they will approach the Management for the recall, rescission or change of any lawful action taken in this connection.

- 4.7 All terms and conditions of service of all workmen accruing as per Union and Company's Agreement dated January 03, 2014 and / or stipulated in Company's Service Rules shall continue to remain in effect, to the extent revised/modified by this Agreement.
- 4.8 No claim of arrears of any emoluments, benefits, in cash or otherwise of any kind by agreement or by law will be made by the workmen or NRL Employees Union for the period before 01-03-2015 and the Management will consider only such claims which are declared by law during the period of validity of this Agreement after the date of signing of this Agreement.
- 4.9 If any time in future the said UNION is wholly or partly absorbed or replaced by another Body or any Trade Union is declared to be Collective Bargaining Agent or if a new Trade Union is formed or any other Trade Union comes into existence or the UNION is declared to be not the Collective Bargaining Agent or is dissolved or loses its representative charter of CBA, the finality, validity and sanctity of this Collectively Bargaining Settlement shall neither be adversely affected nor that the same be challenged directly or indirectly by any worker singly or collectively and the workers shall continue to be bound by the terms agreed to in this Settlement and this Settlement shall remain in force and be binding on the workers as well as the COMPANY for the period covered by this settlement.
- 4.10 The UNION also undertakes to extend full cooperation to the Management in all spheres of its business especially in the following amongst other disciplines:
 - 4.10.1 Maintenance of discipline at all times.
 - 4.10.2 Implementation of Service Rules and Regulations, Standing Orders, Instructions, Procedures, Systems and Policies in force or as may be amended or formulated from time to time specially those concerning working hours and work attendance, punctuality and absenteeism etc. without overriding the provisions of Law.

5. WORKING HOURS AND WORK ATTENDANCE

5.1 All workmen shall be at their work place ready for work at the exact scheduled times and days which will be posted on notice boards and or as may be notified to them by their Supervisors/Incharges from time to time. Late arrival will be governed by the relevant law.

5.2 No worker shall leave his assigned place without permission of his Supervisor. Visit to NRL Dispensary, Training Department, Time Office & Payroll Section or Admin.

Building (for those who are not working there) during working hours will also be authorized by Supervisors concerned.

- 5.3 The workmen in rotating shifts shall not leave their work place unless properly relieved or specifically permitted by the Supervisors concerned.
- 5.4 The Company has the right to retain workmen for overtime after their duty scheduled hours. The workmen shall also report to work when called for duty whether scheduled or unscheduled when so required by the Company under exigencies of job.
- 5.5 All workmen will report in time for work, this is necessary to avoid inconvenience to the fellow workers who are to be relieved on the arrival of their relievers. Any employee arriving later than scheduled duty commencement time, will not be allowed to resume his duty until permission to enter Refinery has been obtained from Head of Department for the day and RSC/SE in case of shift work. This practice will continue even on expiry of this Agreement unless otherwise amended by the Management.
- 5.6 It is agreed that the Union will help the Management in implementing the various Service Rules, Management Instructions, Company's Policies and procedures particularly in the areas of attendance, punctuality, working hours and in observance of attendance procedure and mechanism.
- 5.7 It is agreed that the benefits covered under this Settlement are with the object of setting off the increasing cost of living and, therefore, any similar benefits which may be introduced, during the period of this Settlement, through legislation or otherwise by any Government announcement with the same object will not be in addition to the benefit(s) admissible under this Settlement.
- 5.8 It is agreed that the Company will grant the following benefits and modify certain existing terms of employment applicable to workmen concerned to the extent mentioned hereunder and the Union has agreed to the same in full and final settlement of all the demands raised by the Union now forming subject matter of this Settlement .except. the benefits/facilities agreed below all the other demands contained in Annexure-I hereof stand withdrawn.

6. WAGES / PAY SCALES

6.1 INCREASE IN BASIC PAY

It is agreed that the Company shall grant an increase of 16% in basic pay of all 'permanent workmen with effect from 01-03-2015. The said increase in basic pay

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was agreed only due to revision in formulae for calculating 10-C Bonus and Overtime Hourly Rate as mentioned in the relevant clauses herein-below.

The amount shall be rounded off (i.e. from paisas 1 to 49 as rupee zero (0) and from paisas 50 to 99 as rupee one (1) for the purposes of salary fixation).

6.2 PAY SCALES (GROUPS/GRADES)

It is agreed that the Company shall revise pay scales (Groups/Grades) as mentioned in Annexure – II hereof, with effect from 01-03-2015, of all the workmen on roll of the Company as on 01-03-2015.

6.3 ANNUAL INCREMENT

It is agreed that the amount of annual increment shall be as per revised pay scales (Groups/Grades) as mentioned in Annexure –II hereof, on the date of increments of the respective workmen.

7. BONUS UNDER 10-C

It is agreed that the amount of Bonus shall be monthly average of the sum of Basic Pay and Refinery Allowance paid during the year.

8. OVERTIME

It is agreed that the Hourly Rate for payment of overtime shall be calculated according to the formula: (Basic Pay + House Rent + Refinery Allowance + Conveyance Allowance + Shift Allowance) x 2 / 240 (hrs.).

9. <u>EIDI</u>

It is agreed that the amount of Eidi shall be increased from Rs. 500/- to Rs. 1,000/per worker payable on Eid-ul-Fitre and Eid-ul-Azha subject to the existing terms and conditions.

10. <u>LOANS</u>

10.1 HOUSING ASSISTANCE LOAN

It is agreed that subject to the existing terms and conditions of Housing Assistance Loan Rules/Policy for NRL workmen, the existing "Revolving Fund" provided for grant of Housing Assistance Loan will remain the same i-e Rs.7,500,000/-.

10.1.1 It is also agreed that the maximum individual loan limit of Housing Assistance Loan will be Rs. 400,000/- as against the present limit of Rs.300,000/- after the date of signing of this Agreement.

10.2 COMPANY LOAN

It is agreed that subject to the existing terms and conditions of the Company's Loan, there will be no change in existing revolving Fund of Rs. 2,400,000/-. However, the maximum individual loan limit will be Rs. 45,000/- as against the present limit of Rs.35,000/- after the date of signing of this Agreement.

DEATH COMPENSATION 11.

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It is agreed that subject to the existing terms and conditions, the Death Compensation shall be raised from Rs. 150,000/- to Rs.200,000/- after the date of signing of this Agreement.

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DURATION OF AGREEMENT 12.

10.1 This Agreement shall, unless noted otherwise against any individual item, be effective from 01-03-2015 and will be in force and in effect till 28-02-2017 and thereafter indefinitely unless terminated by either party on giving two month's advance notice in writing.

10.2 All the existing terms and conditions of service in practice, agreed or implied shall be in force except to the extent modified in this Agreement.

EFFECTIVE DATE OF BENEFITS UNDER THIS AGREEMENT 13.

It is agreed by both the parties that all benefits under this Agreement will, unless otherwise noted against individual items, will be effective from 01-03-2015.

SIGNATURE OF PARTIES

FOR AND ON BEHALF OF THE NATIONAL REFINERY LIMITED

Usman Ahmad

Muhammad Aslam

Zakir Mujahid Qureshi

Zafar Javed

Major (R) M. Abdul Aziz

Muhammad Farman

Wagar Haider

FOR AND ON BEHALF OF THE NATIONAL REFINERY EMPLOYEES UNION (CBA)

Abdul Rafig-Siddiqui

Wasim Ilyaş

Muhammad Islam Abbas

Abdul Rehman Siddiqui

Syed Muhammad Khalid

Shamshad Ahmed

Manzar Hussain Siddiqui

Muhammad Imran

Copy to:

The Secretary, Labour Department, Government of Sindh The Director Labour, Government of Sindh The Conciliator. East Division

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NRL SALARY STRUCTURE FOR WORKMEN EFFECTIVE 1-3-2015

GROUP JOB TITLE MINIMUM (Rs.) INCREMENT (Rs.) MAXIMUM (Rs.) Year (Rs.) I	1	· · · ·	ļ	SALARY		
Qasid $1,290$ Helper 9,616 1 Driver 10,906 2 Fire & Safetyman 13,486 4 General Workman 13,486 4 Oilman 16,066 6 17,356 7 18,646 8 19,936 9 21,226 10 3 $1,325$ 11 23,876 12 25,201 13 26,526 14 27,851 15 29,176 16 30,501 17 16	GROUP	JOB TITLE		1		Year
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			SALARY		
GROUP	JOB ȚITLE	MINIMUM (Rs.)	INCREMENT (Rs.)	MAXIMUM (Rs.)	Year
		9,844		34,646	18
	Head Securityman Fire Tender Driver Fire & Safetyman Crane Driver/Operator Driver-cum-Mechanic Jr. Mechanical Technician Jr. Welder Jr. Instrument Technician Jr. Auto Elect. Technician Jr. Technician (Fitter) Jr. Lab. Technician Dr. Process Conroller Ir. Electrical Technician Dasid Mail Boy Sub Engineer (Process) Sub Engineer Maximum Mech.) Sub Engineer Maximum Mech.) Sub Engineer Maximum Mech.) Sub Engineer Maximum Mech.) Sub Engineer		(1,361) 11,205 12,566 13,927 15,288 16,649 18,010 19,371 20,732 22,093 23,454 (1,399) 24,853 26,252 27,651 29,050 30,449 31,848 33,247 (34,646) (1,394) (1,394) (1,395) (R. A.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18

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NRL SALARY STRUCTURE FOR WORKMEN EFFECTIVE 1-3-2015

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GROUP	JOB TITLE	MINIMUM (Rs.)	INCREMENT (Rs.)	MAXIMUM (Rs.)	Year
. ⁻ . III		10,397	÷ 4	^ 37,131	18
C	Mechanical Technician Fire Tender Driver Machinist Welder Instrument Technician Electrical Technician Driver-cum-Mechanic Auto Technician Lab. Technician Process Controller Leading Fire & Safetyman Crane Driver/Operator Head Securityman Senior Qasid Senior Mail Boy Sub Engineer (Process) Sub Engineer (Mech.) Sub Engineer		1;468 11,865 13,333 14,801 16,269 17,737 19,205 20,673 22,141 1,499 23,640 25,139 26,638 28,137 29,636 31,135 32,634 34;133 35,632 37,131	R. An	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18

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NRL SALARY STRUCTURE FOR WORKMEN EFFECTIVE 1-3-2015

F			SALARY		
GROUP	JOB TITLE	MINIMUM (Rs.)	INCREMENT (Rs.)	MAXIMUM (Rs.)	Year
· IV		·12,324		59,495	30
	Senior Mechanical Technician Senior Fire & Safétyman Senior Fire Tender Driver Senior Machinist Senior Welder Senior Instrument Technician Senior Electrical Technician Senior Auto Technician Senior Process Controller Senior Head Securityman Senior Driver-cum-Mechanic Senior Sub Engineer (Process) Senior Sub Engineer (Mech.) Senior Sub Engineer		(Rs.) (Rs.) (Rs.) (Rs.) (1,529) 13,853 15,382 16,911 18,440 19,969 21,498 23,027 (1,566) 24,593 26,159 27,725 29,291 30,857 32,423 33,989 35,555 (1,596) 37,151 38,747 40,343 41,939 43,535 45,131 46,727 48,323 49,919 51,515 ,53,111 54,707 56,303 57,899 (59,495) (1,529) (1,529) (1,529) (1,529) (1,529) (1,529) (1,529) (1,529) (1,529) (1,529) (1,529) (1,526) (1,527) (1,526) (1,526) (1,527) (1,526) (1,526) (1,526) (1,526) (1,526) (1,526) (1,526) (1,526) (1,527) (1,526) (1,527) (1,526) (1,526) (1,527) (1,526) (1,526) (1,526) (1,526) (1,527) (1,526) (1,527) (1,526) (1,527) (1,526) (1,527) (1,526) (1,527) (1,527) (1,527) (1,527) (1,527) (1,527) (1,527) (1,527) (1,527) (1,527) (1,527) (1,527) (1,526) (1,527) (1,515) (1,527) (1,526) (1,527) (1,527) (1,527) (1,527) (1,527) (1,527) (1,527) (1,515) (1,527) (1		30 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
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NRL SALARY STRUCTURE FOR CLERKS EFFECTIVE 1-3-2015

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NRL SALARY STRUCTURE FOR CLERKS EFFECTIVE 1-3-2015

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		9,888		33,759	17	
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NRL SALARY STRUCTURE FOR CLERKS EFFECTIVE 1-3-2015

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Senior Telephone Operator Senior Key Punch Operator Senior Data Entry Operator		24,593 26,159 27,725 29,291 30,857 32,423 33,989 35,555]	8 9 10 11 12 13 14 15

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MEMORANDUM OF SETTLEMENT

Under Section 35(2) of the Sindh Industrial Relations Act, 2013

NAME OF THE PARTIES

Hinopak Motors Limited, D-2, S.I.T.E, Manghopir Road, Karachi hereinafter referred to as the "Company" (which expression wherever the context so admits shall mean and include its successors and assigns).

AND

Hinopak Motors Employees' Union, a duly registered trade union of the workman and Collective Bargaining Agent under the Sindh Industrial Relations Act, 2013, having its office at Karachi hereinafter referred to as the "Union" (which expression wherever the context so admits shall mean and include its successors, assigns and all permanent workman employed or to be employed by the Company at Karachi).

Representing the Employers

- 1. Mr. Tatsuhei Muto MD & CEO
- 2. Mr. Yoshihiro Kondo Deputy Managing Director
- 3. Mr. Takehito Sasaki Plant Manager
- Mr. Fahim Aijaz Sabzwari Senior Divisional Head HR, Admin & HSE / Finance & IT
- Mr. Adil Mohiuddin Shah Senior Divsional Head Sales & Marketing / Service & Parts
- Mr. Naushad Riaz Divisional Head Chassis Assembly
- Mr. Nishat Zafar Divisional Head Plant Administration
- Mr. Ahsan Waseem Akhtar Deputy Divisional Head HR, Admin & HSE
- Mr. Muhammad Khaliluddin Departmental Head HR & HRD

- **Representing the Workers**
- 1. Mr. Arshad Khan President
- 2. Mr. Muhammad Yousuf Vice President
- Mr. Waseem Ahmed General Secretary
- 4. Mr. Maqbool Elahi Joint Secretary
- 5. Mr. Mursaleen Khan Finance Secretary
- 6. Mr. Hashim Khan Joint Secretary

SHORT RECITAL OF THE CASE

WHEREAS the Union as a Collective Bargaining Agent of the workmen of the Company raised Industrial dispute in accordance with the provisions contained in the Sindh Industrial Relations Act, 2013 by serving upon the Company a Charter of Demands dated <u>25st March, 2016</u> under section 35(1) of the Sindh Industrial Relations Act, 2013. A copy of the Charter of Demands is enclosed and marked as **Annexure "A**".

AND WHEREAS pursuant to the industrial disputes having been raised by the Union as Collective Bargaining Agent of the workman and the company, both the parties entered into bilateral negotiations and discussions on the said Charter of Demands.

AND WHEREAS during the course of mutual discussions and negotiations during the meetings held between the Company and the Union on the subject, both the parties above named took into consideration the existing wages, allowances prevailing in the comparative industries in the region and the assurances and guarantees given / agreed by the Union hereinafter and also took into consideration the rises in the cost of living, economic condition of the company and general business environment of the country.

AND WHEREAS as a result of mutual discussions and bilateral negotiations, the Union and the Company have been able to reach a Settlement in respect of all demands contained in the said Charter of Demands being **Annexure "A"** hereto:

NOW, THEREFORE, THIS SETTLEMENT WITNESSETH AS UNDER:

TERMS OF THE SETTLEMENT

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- The overall percentage of annual increment to be given to all permanent workers combined together with effect from 1st April, 2016 will not be more than 18%.
- The overall percentage of annual increment to be given to all permanent workers combined together with effect from 1st April, 2017 will not be more than 11%.
- 3. While rating workers for the purpose of performance increment in the categories of Good, Very Good and Excellent, the agreed criteria, among others, shall be taken into consideration, the management being the sole judge of performance.
- 4. The performance increment given to workers under paras 1 and 2 above will be effective only upto 31st March, 2018 and will be subject to such extension modification, change or discontinuance as may be mutually agreed upon between the parties after the expiry of the above date.
- 5. Employees whose basic salary is less than Rs.12,000/- will be paid <u>Rs. 12,000/-</u> as Leave Fare Assistance (LFA) every year.
- 6. Under the Motor Cycle Loan Scheme, permanent workers would be allowed to purchase a maximum of <u>Twenty Eight (28)</u> motor cycles of Honda CD70 and <u>Twenty (20)</u> motor cycles of Honda CG125 in a year subject to such rules as are prescribed by the Company in this respect.
- 7. The annual limit for outpatient treatment reimbursement will be increased from Rs.8,000/- to Rs.10,000/- per family
- 8. Under Company's Hajj Scheme, employees who are not successful in Government Hajj Balloting would be allowed to perform Hajj under Private Scheme. However, the company will provide upto a maximum amount of <u>Rs.200,000/-</u> per employee in addition to the amount announced by the Govt to support the employee to perform the Hajj under Private Scheme. The selection criteria of tour operator would be decided in consultation with the CBA.

Page 2 of 4

- 9. The company will allow <u>four permanent workers</u> and <u>their spouses</u> to perform Umrah per year. The process of selection would remain same as of Hajj. However, the total cost of Umrah for four employees and their spouses will not exceed from <u>Rs.800,000/- per year</u>.
- 10. The management may consider sending employees in Technical Training Program in Japan time to time subject to availability of the relevant programs and required skills of the employees.
- 11. That the management may consider at its sole discretion and in consultation with the Union as and when necessary to increase the strength of its permanent workers in such number at such time and on such criteria as it deems appropriate depending on Company's profitability, volume of production and general business condition.
- 12. In case of death of any permanent worker, his son would be offered contractual employment, if he meets the required skills of the job. If his son is not fit for the job, a permanent replacement from among the contract / temporary workers would be hired as replacement of the deceased worker.
- 13. It is agreed that the CBA will provide its full support in improvement of productivity, quality and working condition and will also support the management in achievement of production and other set targets agreed by both the parties.
- 14. It is agreed that increase in wages/allowances etc. under this Settlement is intended, among others, to provide relief to workman due to rise in the cost of living and such increase in wages also, allowance etc. agreed under this Settlement is liable to be set off against any statutory increase which the government may grant to the workman under any head or name whatsoever, during / beyond the operation of this Settlement subject to the manner as may be specified by the Government in the statute or Ordinance.
- 15. It is agreed that this Settlement is in full and final settlement of all disputes, demands and claims of the Union / Workman contained in Union Charter of Demands dated <u>25-Mar-2016</u>.
- 16. In consideration of the increase in wages granted to the workmen under this Settlement, the Union undertakes that it will not raise or pursue any demand whatsoever directly or indirectly involving financial implications upon the Company during the pendency of this Settlement.
- 17. It has been agreed between the parties that this Settlement shall become effective and come into operation with effect from 1st April, 2016 and shall be binding on the parties and remain in full force and effect for a period of two years up to 31st March, 2018.

IN WITNESS WHEREOF the parties as aforesaid have signed hereunder at Karachi at this 29th day of April, 2016.

CIONATURE OF PARTIES

MEMORANDUM OF AGREEMENT

NAME OF PARTIES

- Merit Packaging Limited, 17-B, Sector-29, Korangi Industrial Area, Karachi
- Merit Packaging Azad Labour Union, D-112/3, Gulistan Colony, Quaidabad, Landhi, Karachi

REPRESENTING EMPLOYERS

district.

- 1. Mr. Mohammad Aaqil Jah Notified Manager under Factories Act, 1934
- 2. Mr. Tariq Alam Jah Senior Manager Quality and Administration
- 3. Mr. Tariq Akhter Assistant Manager Administration

REPRESENTING EMPLOYEES

- 1. Mr. Amir Ahmed Chairman
- 2. Mr. Shahadat Ali President
 - 3. Mr. S. Masroor Hussain General Secretary

The General Secretary of Merit Packaging Azad Labour Union served a demand notice dated January 01, 2016 u/s 35(1) of I.R.A. 2013 to the Management of M/s Merit Packaging Limited, Karachi.

The Management of Merit Packaging Limited, held various meetings with the office bearers of the Union to enable parties to arrive to an overall agreement with mutual consent.

NOW THEREFORE, the following has been finally agreed between the parties:

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TERMS OF THE AGREEMENT / SETTLEMENT

- 1. The Management of Merit Packaging Limited, due to raise in cost of living, has agreed to increase the wages/allowances of the permanent workers as under:-
 - A. That the Company has agreed to give one time increase of Rs.2,260/-(Rupees Two thousand two hundred and sixty only) per month in the Gross Salary of permanent workers (helper) only who are on the payroll of the company on the date this agreement is signed and have completed one year's continuous service to their credit. This shall be applicable with effect from January 01, 2016. (50% of the above mentioned increase will be in the Basic Wages and the balance shall be in the allowances).
 - B. That the Company has agreed to give one time increase of Rs.2,605/-(Rupees Two thousand six hundred and five only) per month in the Gross Salary of permanent workers (Assistant) only who are on the payroll of the company on the date this agreement is signed and have completed one year's continuous service to their credit. This shall be applicable with effect from January 01, 2016. (50% of the above mentioned increase will be in the Basic Wages and the balance shall be in the allowances).
 - C. That—the Company has agreed to give one time increase of Rs.2,980/-(Rupees Two Thousand nine hundred and eighty only) per month in the Gross Salary of permanent workers (Operator) only who are on the payroll of the company on the date this agreement is signed and have completed one year's continuous service to their credit. This shall be applicable with effect from January 01, 2016. (50% of the above mentioned increase will be in the Basic Wages and the balance shall be in the allowances).

- a. That the Management has further agreed to give increase in wages from January 01, 2016, to all the permanent workers only who were on the payroll of the Company as on January 01, 2016 and are on the payroll of the Company on the date the settlement is signed and have completed one year's continuous service to their credit, at the rate of Rs.350/-, Rs.435/-, Rs.520/-, per month according to category of each worker. (50% of the above mentioned increase will be in the Basic Wages and the balance shall be in the allowances).
- b. Similarly, the Management has agreed to give increase in wages from January 1, 2017 to all the permanent workers who will be on the payroll of the company as on January 1, 2017 and have completed one year's continuous service to their credit at the rate of Rs.350/-, Rs.435/-, Rs.520/- per month according to category of each workers. (50% of the above mentioned increase will be in the Basic Wages and the balance shall be in the allowances).
- 3. That the management has agreed for Performance Bonus of Rs.910. For the year ending June 30, 2017, it will be given to all permanent workmen who are on the payroll of the company on the date it is declared and have completed one year's continuous service to their credit subject to profit after tax.
- 4. That the management has agreed to give profit Bonus under Standing Order 13. The Sindh terms of employment (Standing Orders). Act 2015 for the year ended— June 30, 2016. Further, in anticipation of net profit the management has agreed for Profit Bonus understanding under Standing Order 13 for the next year ending June 30, 2017 to all permanent workmen who are on the payroll of the company on the date it is declared and have one year's continuous service to their credit on June 30, 2016, and June 30, 2017 respectively.
- 5. Those workers who have less than one year but more than 90 days' continuous service as on June 30, 2016 and June 30, 2017 would be given the aforesaid profit bonus under Standing Order 13-C on Pro-rata basis.

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6. That it is agreed that the workers Union shall not re-agitate any further demand of profit bonus either understanding Order 13 or otherwise in any manner whatsoever before any Court or Authority for the aforesaid period.

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- 7. As per term of Item no 6 of the last agreement dated November 22, 2014 the management has agreed the payment of exgratia paid in December 2015 plus 10% increment to all the permanent workers only who have one year's continuous service to their credit and are on the payroll of the Company on the day when the aforesaid Additional Profit Bonus is distributed and those workers who have completed 3 years of service on the date of disbursement as a special case without quoting as precedence in future in December 2016 and December 2017.
- 8. The Company has agreed to pay Rs. 80,300/- (Rupees Eighty thousand three hundred only) per month as canteen subsidy, so that the healthy and quality food in the canteen is continued to be supplied at subsidized rates. This increase will be effective on the date of the sign of this Agreement.
- 9. That the Management has agreed to pay Rs.95, 500/- per year (Rupees Ninetyfive thousand and five hundred only) for picnic. However, the Management shall not be responsible in case of any incident God forbid during picnic activities.
- 10. That the Management will continue to give the funeral expenses in case of death of any permanent workers of up city during employment with the company Rs. 16,500/- (Rupees Sixteen thousand five hundred only) for those residing in Karachi permanently and Rs. 23,000/- (Rupees Twenty-three thousand only) for those residing in Punjab, Frontier, Baluchistan, interior of Sindh, Khyber Pukhtoonkhaw, AJK & Gilgit Baltistan.
- 11. The management of Merit Packaging Limited has agreed to give Attendance Allowance of Rs.750 per month to those permanent workers who will not be

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Page # 5

absent in that month with exception 1 day off leave is allowed in case of sickness / emergency particular month with the provision of medical certificate for that day provided and approved by the Management. Further the worker will not be late for more than three times in a week in order to claim Attendance Allowance.

- 12. That the management has agreed to give Special Allowance to Operator Rs. 700/-, Assistant Rs. 560/- and Helper Rs. 340/- to all permanent workmen who have completed one year's continuous service to their credit. It has been also decided that all the workers will ensure full attendance and do not take leave without prior approval as well as medical certificate.
- 13. That the company has agreed to continue to give an advance up to a maximum of Rs.1,500/- (Rupees One Thirteen hundred only) against earned wages to emergency need of the workers as per existing practice.
- 14. That in lieu of past settlement, for the period of this agreement (from 1st January 2016 to 31 December 2017), now the management has agreed to send each year one worker for Hajj <u>only</u> who have completed at least 5 (Five) years and above of continuous service as on the date of balloting. Names of those workers will not be included in the balloting who is charge sheeted for misconduct.
- 15. Any worker proceeding for Hajj at his own expenses, company will grant him special leave with pay for the Hajj, if the worker does not have paid holidays available, subject to proof of document and passport.
- 16. That the management has agreed to increase the Union office rent / expense from Rs.6, 000/- (Rupees Six thousand only) to Rs.7, 000/- (Rupees Seven thousand only) per month.
- 17. That the management has agreed to declare 15th of Shaban as additional Festival Holiday to those already given under The Factories Act 2015.

- 18. That the management has agreed to continue to provide two pair of cotton uniform to all the permanent workers per year i.e. Trouser and T-shirt and one pair of quality safety shoes for the period of 2 years. The quality would be on management discretion, further no workers will be allowed to enter the factory without uniform and safety shoes.
- 19. That the Company has agreed to give award as gift/cash and recognition certificates to the permanent workers on a lunch party ceremony and such gift/cash and certificates shall be distributed one time after every two years on achievement of below period provided they have not been charge sheeted for any misconduct. Detail of cash/gift award is as under:
 - All those permanent workers who have completed or completing 10 years of continuous service as on December 31, 2016. A gift / cash not exceeding Rs.4,000/- (Rupees four thousand only).
 - b. All those permanent workers who have completed or completing 15 years of continuous service as on December 31, 2016. A gift / cash not exceeding Rs.8,000/- (Rupees Eight thousand only).
 - c. All those permanent workers who have completed or completing 20 years of continuous service as on December 31, 2016. A gift / cash not exceeding Rs.11,000/- (Rupees Eleven thousand only).
 - d. All those permanent workers who have completed or completing 25 years of continuous service as on December 31, 2016. A gift / cash not exceeding Rs. 16,000/- (Rupees Sixteen thousand only)

- e. All those permanent workers who have completed or completing 30 years of continuous service as on December 31, 2016. A gift / cash not exceeding Rs. 21,000/- (Rupees Twenty one thousand only)
- f. All those permanent workers who have completed or completing 35 years of continuous service as on December 31, 2016. A gift / cash not exceeding Rs. 25,000/- (Rupees Twenty-five thousand only)
- 20. In case of death / retirement of employee, his one children will be given preference in employment subject to availability of post, capabilities and fitness of the person subject to the requirement of the job. This will be entirely of the discretion of the Management.
- 21. The company has agreed to continue to pay overtime, if required, at double the rate based on 26 days. If the workers have worked beyond 48 hours a week. No worker will refuse to perform overtime.
- 22. That the company has agreed to provide transport to the workers in case of any medical emergency during working hours for treatment. If Company transport is not available, suitable arrangement shall be made by the company so that the worker is sent to the hospital for receiving first aid. In case of emergency, ambulance will be called from outsource.
- 23. That the management as a special case has agreed to continue with the accumulation of annual leave up to four years (56 days) but in case of resignation from any worker, he will be paid only leave encashment of two years and rest of the leaves he can take before his resignation. Workers will avail minimum 5 days annual leave in case of non-availability of casual and sick leaves otherwise will be considered as without pay.

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24. That the company shall continue to grant 35 days leave without pay once in three years' subject to discretion and prior written approval of the management in case a worker is going to his home town in Sindh, Balochistan, Punjab, AJK, Khyber Pukhtoonkhaw & Gilgit Baltistan.

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- 25. The Management has agreed that the union will suggest a group of representatives acceptable to the Company to help workers with social security problems, from the workers operating in the general shift or morning shift however only one person from the group will be allowed to go as and when the company deems necessary. It will allow him to leave the company's premises after working hours in connection only with the social security work. However that worker will perform 48 hours a week.
- 26. The rest of the demands contained in the demand notice dated January 01, 2016 have been withdrawn by the Union/workers unconditionally.
- 27. That this settlement shall come into operation with effect from January 01, 2016 and will be binding upon the parties up to December 31, 2017.
- 28. That it is specially agreed by the Union/workers that any increase made by the Government through Legislature during the tenure of the settlement will be set off/adjusted or otherwise the benefit given above would be set off to the amount thereof or withdrawn.
- 29. That the Union/workers shall not raise any financial and/or non-financial demand during the operative period of Settlement i.e. up to 31st December 2017.
- 30. That the Union/workers have agreed that they will continue to maintain discipline in the factory and will not resort to any strike or go slow. Those workers who would not be achieving their production targets, the Management have the right to stop their above increment, without any notice what so ever.

- 31. That other terms and conditions of employment not modified under this settlement but acquired by the workers through settlement/agreement shall continue binding upon both the parties.
- 32. All benefits accruing from this settlement are with effect from 1st January 2016 unless otherwise specified.

IN WITNESS WHEREOF, the parties have subscribed their respective hands hereunder at Karachi this 19th September, 2016.



B. REPRESENTING EMPLOYEES

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KARACHI Dated: 19th September 2016.

C.c. to:

- 1. The Director of Labour, Government of Sindh, Karachi
- 2. The Area Conciliator, Labour Directorate, East Division, D.H.A, Karachi
- 3. The Secretary, Ministry of Labour, Government of Pakistan, Islamabad
- 4. The Secretary, Ministry of Labour, Government of Sindh, Karachi

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ميموريندم آف اليكريمني (معاہدہ)

(Under Section 2 (XXVI) READ WITH SECTIO 25 OF IRO 2002 AD RULE 70 OF THE INDUSTRIAL RELATION (SINDH) RULES 1973 READ WITH

SECTION 80 OF IRO 2002.

يقين كنام: لى اليس اين ميذيكل يرائيوٹ كميٹيڈ ، A/69 سائٹ منگھو بيرر د ڈ ، كراچى - بی الیس این میڈیکل ایم پلائز یونین (یونین CBA) ، ۲ ۲٬۰۱۷ ایف یو پادُس، ایم اے جناح روڈ، کراچی ۔ يندگان کارکنان (يونين) نمائندگان انتظامیہ ا_جناب بشيراحمه (آيريش مينيجر) جناب قاضي تنويراحمه ۲_جناب قائد جوہ (فنانس مینیجر) جناب ظاہرشاہ (صدر) - جناب گل بخت شاہ (جزل سیکریٹری) ٣- جناب احسن سعيد (استلنت ميجرايج آر/ايد من ۳ _ جناب افتخارالحسن نیازی (ڈیٹی مینیجریر دڈکشن) . جناب جاوید خان (جوا *بن*ٹ سیکریٹری) .جناب شکیل احمد (ننانس سیریٹری) جناب بیاں سیر پر ویز (نائب صدر) - جناب رحمٰن الدين (ممبر) بحتريمه يردين شريف (ممبر) ئتر مەجنايردىن (ممبر) بحتر مه پاسمین آرا (پرو بیگنڈ ہسکریٹری) ر) کې نتصرر دستداد: . بی الیس این ایم پلائز یونین کراچی جو که رجسٹر ڈسی بی اے ہے اور بی ایس این میڈیکل (یرائیویٹ) کمیڈیڈ کراچی کی انتظامیہ کے مابین ا مناہدہ مورجہ 2016/2016 کواختیا میذیر ہوااور 01جولائی 2016سے 30 جون 2018 کے لئے جارٹر آف ڈیمانڈ پر سنتن ات ایکٹ بحریہ 2002ء کی دفعہ 25 کے تحت انتظامیہاور یونین کے مابین فیکٹر کی حدود میں باہمی مذاکرات کا انعقادانتہا کی خوشگوار

یا بین جاری رہااور بالا خرفریفتین کے مابین نیک نیتی کے ساتھ طویل مذاکرات کے نیتیج میں اتفاق رائے سے یہ معاہدہ طے پاریہ گیا -جس کی شرائط حسب ذیل ہیں۔

(صفحة بر2)

رانظ معامده:

طالبه نمبر 2 & 1 : بنيادي تخواه / الاونسز

نین اورانتظامیہ کے مابین مشتر کہ طور پر فیصلہ کیا گیا کہ تمام مستقل (Permanent) ورکرز جو کہ پنی پے رول پر ہیں، 01st July 2014 سے -/Rs.3800 بنیا دی تخواہ پشمول تمام الا وُنسز بڑھایا جائے گا۔جس کا بریک اپ درج ذیل ہے۔

Rs.1500/- in Basic Wages

Rs.2000/- in House Rent

Rs.300/- in Dust Allowance

<u>سطالبہ نمبر 3: سالانہ انگریمنٹ</u> ونوں فریقین کے درمیان طے پایہ کہ سالانہ انگریمنٹ جیسا دیا جارہا ہے، دیسا ہی دیا جائے گا۔

<u>طالبہ نمبر 4: پوٹس</u> نِس بےحوالے سے دونوں فریفتین سے درمیان طے پایہ کہ بونس 4.5 بنیا دی تنخواہ پر دیاجائے گا۔انتظامیہ نے بیکھی کہا کہ بونس ^{کمپ}نی کو نافع ہونے کی شکل میں ادا کیا جائے گا۔اور بیکھی طے پایہ کہ اظلی ڈیمانڈ کے فیصلے تک ایڈ دانس بونس 3 بنیا دی تنخواہ جون کے مہینے میں ادر 1.5 بونس بنیا دی تنخواہ ستمبر کے مہینے میں دیاجائے گا۔ بیر طریفہ کاراس معاہدے کے اختیام تک نافذ انعمل رہے گا۔آ یمانڈ میں طے کیا جائے گا۔

> <mark>ىطالبەنمبر 5: گرىيجۇڭ</mark> نىين اينى دى ہوئى گريجۇ_نى كى ڈيمانڈ سے دىتىبر دار ہوگئى۔

<u>سطالبہ نمبر 6: میڈ یکل اسکیم</u> نین اورا نظامیہ سے مابین طے پایہ کہ انشورنس کمپنی سے میڈ یکل انشورنس کر وایا جائے گا۔ بیسہولت صرف کمپنی سے متفل در کرزے لیے وگی اور اس میں فیملی کا کوئی فر دشامل نہیں ہوگا۔

فر صفحة بر 3)

لالبه نمبر 7: بح وعمره

بن اپنی جانب سے دی ہوئی ج وعمرہ کے مطالبے سے دستنبر دار ہو گئے۔

لالبه نمبر 8: مستقل وركرز:

ظامیہ اور بوئین کے درمیان 07عارض کارکنان کو اس سال مستقل روزگاردینے کا فیصلہ کیا گیا اور کمپنی کی ضرورت کودیکھتے ہوتے ہرسال مارض کارکنان کو مستقل روزگاردینے کا فیصلہ ہوا۔ جس کو گر دوپ پالیسی کے تحت منظور کی کے لیے بھیجا جائے گا۔ اور منظور کی کے بعد اس کا سلہ کیا جائے گا۔ جن لوگول کے نام اس سال مستقل ہونے کے منتخب ہوتے ہیں دہ درج ذیل ہیں۔ مراج بانو ۲۔ یا سین ناز ۳۔ پر دین عثان ۲۰ میں ندیم ۵۔ محمد زاہد مراج بانو ۲۔ یا سین ناز ۳۔ پر دین عثان ۲۰ میں ندیم ۵۔ محمد زاہد طلق مثل جن 2 عارض کارکنان کو مستقل کیا جائے گاان کے نام درج ذیل ہیں۔ طلق مثیم ۲۔ مسرت جہاں بید سے کہ انظامیہ کا کہ کار کر دگی کی بنیا دیر کی بھی دونت کی بھی عارض کارکن کو مستقل کر۔ یے ، اس میں یو نین کی طرف ت

<mark>طالب نمبر 9: أورثائم الاؤنس:</mark> طامية اوريونين كے مابين أورثائم الاؤ^{نس} بين مندرجہ ذيل شرح سے اضافے كافيصلہ ہوا۔ جس ميں كھانے كالاؤ^{نس}-Rs.100 سے ھاكر-Rs.125/ اور چائے اول سكٹ الاؤنس-Rs.30 سے بڑھاكر-Rs.40 كرديا گيا۔

طالبه نمبر 10: دُيوِڻي اوقات کار:

يطالبه نمبر 11: تمينين:

تظامیہاور یونین کے مابین کینٹین کے ماحول کومزید بہتر بنانے اور کرا کری تبدیل کرنے کا فیصلہ کیا گیا۔سوئرٹ ڈش اور کولڈرنگ کے طالبے سے یونتین دستبر دارہو گئے۔

طالبه مبر 12: ويلفيتر فند:

نین ادرا نظامیہ کے درمیان دیلفیئر فنڈ کی رقم -/Rs.700,000 سے بڑھا کر -/Rs.750,000 ردیے کی گئی ہے ،ادرانفرادی رضه -/Rs.100,000 تک لینے کی اجازت ہوگی۔اور یہ ترضہ 30 مہینے میں ادا کرنا ہوگا۔

طالبة مبر: 13 سالانه يكنك:

ی سال در کرز کے فیسٹا (Fiesta) جانے کے شوق کو دیکھتے ہوئے انتظامیہ اور یونین کے مابین طے پایہ کہ سالانہ کپنگ کے لیے اس ال يَنِك كِيرَتْم 150,000 اور 165,000 اضافے كے ساتھا گلے سال 165,000 كي رقم (150,000+165,000=315,000) ض کردی گئی ہے۔اس میں کھانہ،ٹرانسپوٹ،فیسٹا ٹکٹ اور دوس ےاخراجات شامل ہیں۔ در کرز نے بیر ضامندی خاہر کی ہے کہ اس ل بَکِنِک پرفیسٹا پارک (Fiesta Park) جائیں گےاورا گلےسال سی سائیڈ (Seaside) جائیں گے۔اس سال کی بکِنک ادر گلےسال کی پاپک مختص کی گئی رقم میں ہے کی جائے گی۔ادراس میں انتظامیہ کی طرف سے مزید کوئی اضافہ نہیں کیا جائے گا۔

X

للالبينمبر:14 كمپنى يرود ك پنی پروڈ کٹ ڈسکا دُنٹ کے ساتھ اصل قیمت میں دی جارہی ہیں۔اس پر یونین اپنی دی ہوئی ڈیمانڈ سے دستبر دار ہوگئی۔

لالبه نمبر: 15 سيمينارا كانفرنس إمينينك وغيره:

لمامیہا در یونین کے درمیان طے پایہ کہ سال میں صرف ایک یونین کے نمائندے کو سیمینار / کانفرنس/ میلنگ دغیر ہیں صرف ایک ہفتہ ، لیے اسپیش چھٹی بمعہ پوری نخواہ ادا کی جائے گی۔

A

<u>البه نمبر: 16 ریٹائر منٹ ایوارڈ:</u>

امیاور یونین کے مابین ریٹائر منٹ ایوارڈ کی رقم-/Rs.5000 سے بڑھا کر-/Rs.6000 کرنے کا فیصلہ ہوا۔ that's its war ~

(صفحة نبر 5 ﴾

<mark>طالبہ ٹمبر: 17 روح افزاء برائے رمضان المبارک:</mark> نظامیہادر یونین کے مابین رمضان المبارک کے مہینے میں مستقل درکرز کے لیے روح افزاء کی 2 عدد بوتلوں سے بڑھا کر 3 عدد بوتلیں بیخ کا فیصلہ ہوا۔

> **لالبہ نمبر : 18 صابن :** بن اپنی دی ہوئی ڈیمانڈ سے دستبر دار ہوگئی۔

> مالىيىنىسر: **19 تېمىز ئوتلفىن:** يناپى دى ،وكى دىيماند سے دستېر دار، يوگى ـ

ا**لبہ نمبر : 20 جمع شدہ چھٹیوں کی ادائیگی**: امیہادر یونین کے مابین طے پایہ کہ سالانہ چھٹیوں کی ا^{ینکی}شمنٹ (Encashment) 50،50 کی بنیاد پر ہوگ ۔ کم سے کم چھٹیاں ادر 07 دن کا اینکیشمنٹ دیا جائے گا۔

لېينېر:21 نماز کې جگه: نا بنی دی ہوئی ڈیمانڈ سے دستبر دار ہوگئ۔

لی**م نبر:22 ہفتہ / تہواری چھٹیاں:**)اپنی دی ہوئی ڈیمانڈ سے دستبر دار ہوگئ ۔

بېتمبىر:23 يكسيلەنىك:

مطالبة تمبر 24 دركرز فلاح وبهبود:

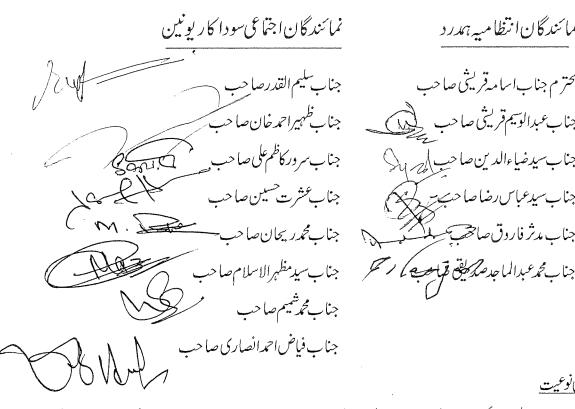
یونین اورا نظامیہ کے درمیان طے پایہ کہ CBA کے نمائندوں کوملاز مین کی فلاح و بہبود کے کام کے لیے کمپنی کی گاڑی (Alto, Cultus) ترجیبی بنیاد پردی جائے گی ،لیکن یونین کے لوگ کمپنی کے کام کومد نظر رکھیں گے اور جانے کے حوالے سے ایک دن پہلے ایڈمن ڈپارٹمنٹ کو صلح کریں گے۔ڈیوٹی تے اوقات میں جانا اور آنا ہوگا ، نیز یہ کہ جونمائندہ یونین کے کام سے باہر جائے گا اور شام 4 بیچے کے بعد دالیس آئے گا وہ شام کے اور ٹائم کا حقد ارنہیں ہوگا۔

ال بات پرالعان کیاجا تاہے کہ الرحلوی قالون سازی کے بحث تواہ یا لولی اور فائلہ دیا جائے گا،تو وہ اس معاہدے کے بحت دیئے تکے افے یا فائلہ سے میں ایڈ جسٹ کیا جائے گا،تا ہم وہ ملازمین جو کمپنی چھوڑ چکے ہیں وہ بقایا جات کی ادائیگی کے حفد ارنہیں ہوئے۔ یونین اور درکرز نے کمپنی کی انتظامیہ کوشنعتی امن،نظم وضبط، کارکردگی اور بہتر خوشگوار تعلقات برقر ارر کھنے میں کمپنی کوکل تعاون دینے لئے اتفاق کیا ہے۔



اس معاہدہ پر دونوں فریقین نے آج مور خ<u>ہ جا 20 / 20 / 21</u> کو کراچی میں دستخط کئے ہیں۔ نمائندگان انتظامیہ <u>نمائندگان کارکنان (پونین)</u> ا_جناب بشيراحمه(آپريش مينيجر) ۲_جناب قائد جو ہر(فنانس مینیجر) ۲_جناب ظاہر شاہ (صدر) ۳_جناب گل بخت شاہ (جز س_{ا-}جنابا^{حس}ن سعید (اسشنٹ مینیجرایچ آر/ا م (مراجع می جناب افتخارالحن نیازی (ڈپٹی بینیجر پروڈکشن) مراجع Filterent ۳_جناب جادیدخان(جواسٔٹ سیکریٹری) $\widehat{}$ ۵_جناب شکیل احد (فنانس کیریٹری) مجامع المحکوم M.SPares - جناب میاں سید پر دیز (نائ*ب صدر*) ۷_جناب رحمان الدين (ممبه ا میتر مه پردین شریف ا CC: 1. The Conciliator of the area, محترمه حنابردين(ممبر) Directorate of Labour, West Division, Block-98, Sindh secretariat, No.IV-B, Karachi 2. The Director Labour Sindh, Block-86, Sindh Secretariat, No. IV-B, امصر مه پاسمین آرا (پرد پیکند ه سیریٹر Karachi. 4.6-22 3. The Secretary, Department of Labour, Government of Sindh, Thughiaq House, Sindh Secretariat, Karachi. 4. The Secretary, Ministry of Labour, Manpower & Overseas Pakistanies, Government of Pakistan, Islamabad,

فارماليس قاعدہ (رول)70 تفصيل معابده



معاملے کی نوعیت

نمائندگان انتظامیه بهدرد

محترم جناب اسامة قريثي صا

جناب عبدالوسيم قرليثي صاحب فيلي

جناب سيرضياءالدين صاحب لرير به

جناب سيدعماس رضاصا حبيست

جناب مدثر فاردق صاحص

مورنتہ 03 / جولائی <u>201</u>7ء کو ہمدرد یونٹی ورکرز یونیین (C.B.A) نے انتظامیہ ہمدرد (دقف) کراچی (سندھ) کو آئی۔ آر۔ اے 2013ء کی سیکشن (1) 35 کے تحت اپنی جارٹر آف ڈیمانڈ پیش کی۔ چونکہ رجسٹر ارٹریڈیونین / جوائنٹ ڈائر یکٹر لیبر سینٹرل کے پاس ریفرنڈم کے انعقاد کا مسئلہ اب تک زیرالتواء ہے۔لیکن اب ہر دویونینز ہمد ر دیونٹ ورکرزیونین (سی به پی به ایے)اور کارکنان ہمدرد (وقف) یونین (Contesting Union) کا الحاق یونا ئیٹڈ لیبر فیڈ ریشن یا کستان (رجسڑ ڈ) ہے ہو گیا ہے ۔لہذا اسی یونین کو یعنی ہمدر دیونٹ ورکرزیونین کو C. B. A تصور کرتے ہوئے انگی موصولہ چارٹر آف ڈیمانڈ برائے سال 2019-7<u>105</u>ء بات چیت کی گٹی ۔ ان کی جانب سے موصولہ جا رٹر آف ڈیما نڈیرائے سال 2019 - 7 <u>101</u>2 ء (از کیم/ جولائی 7 <u>101</u>2 ء تا 30 / جون 9 <u>195</u>ء) کی میٹنگ میں تی ۔ بی ۔ اے کے نمائندگان کے علا وہ کا رکنان ہمدرد (وقف) یونٹ *کے عہد*یداران جناب محدشیم صاحب (یونٹ انچارج) جناب فیاض احمد انصاری صاحب (جوائنٹ انچارج) نے شرکت فر مائی ۔

ہمدرد یونٹی در کرزیونین (سی ۔ بی ۔ اے) جو کار کنان (در کرز) کی ٹریڈیونین ادر سندھانڈسٹریل ریلیشنز ایک 2013ء کے تحت با قاعدہ رجسٹر ڈ ہے۔ اجتماعی سودا کاریونین کی حیثیت سے جس کا بعد میں اجتماعی سودا کار کے ذکر کیا جائیگا۔ ہمدرد لیبارٹریز (وقف) پاکستان جس کا بعد میں بحوالہ انتظامیہ تذکرہ ہوگا کی زیر دفعہ 1 ۔35 سندھانڈسٹریل ریلیشنز ایک 2013ء مور خہ 03 / جولائی 2017ء کو پیش کیے گئے مطالبات جس کی فوٹو کا پی منسلک ہے ادر جبکہ اجتماعی سودا کاریونین جس کا بعد میں " طرفین " ذکر ہوگا کے مابین ندا کرات میں مطالبات پر پر امن ادر پر خلوص ماحول میں سباد لہ خیال ہوا۔

روز افزوں مہنگائی کے پیش نظر انتظامیہ نے سودا کاریونین کے مطالبات د کار کنان کی ضروریات۔ دوران مذاکرات انتظامیہ کی جانب سے کارکردگی بڑھانے کی تجویز۔ اجتماعی سودا کاریونین کا اتفاق ومثبت ردعمل اورادارہ کی بقاء کی روشنی میں مالی مشکلات کے باوجودا نتظامیہ نے فراخد لا نہ طور پر مطالبات منظور کے اور طرفین کے درمیان مطالبات پر تصفیہ ہو گیا ہے اس کو وہ بہ ضابطہ تحریر میں لا نا چاہتے ہیں لہذا یہ معاہدہ کا اطلاق (2) 35 سندھ انڈ سٹریل ریلیشنز ایکٹ 2013ء کے تحت عمل میں لایا جاتا ہے ۔ اس معاہدہ کا اطلاق ہمدرد لیبارٹریز (وقف) کراچی کے تمام مستقل کا رکنان (ورکرز) پر ہوگا۔

الحمد اللہ ہمدرد یونٹی ورکرزیونین (C.B.A)) کی چارٹر آف ڈیمانڈ پرانٹطامیہ کے مذاکرات برائے سال 2019-7 <u>201</u>4ء شاکستگی ۔خوش اسلو بی اور پر فضا ماحول میں 06 / دسمبر 7 <u>201</u>4ء کو کا میا بی سے اختیام پذیر ہوئے ۔

سی ۔ بی ۔ اے نے ادارہ ہمدرد (وقف) پاکستان پر D. R. A کے نفاذ کی صورت میں یقین دہائی ترائی ہے کہ وہ سربراہ ڈویژن بلخصوص انچارج شعبہ جات کے تعاون سے کا رکنان (ورکرز) کووقت مقررہ پر آنے کیلئے پابند کیا جائیگا۔ اسی طرح صبح 45 . 8 بج پروڈکشن شروع کرنے اور شام 15 . 5 بج تک پروڈکشن کے کمل کو جاری رکھنے کے لئے پابند کیا جائیگا۔ ہرکارکن (ورکر) کی یومیہ کا رگذاری میں اضافہ کرایا جائیگا۔ مشینوں کی استعداد کے مطابق پروڈ کشن کو یقینی بنایا جائیگا۔ او ورٹائم کی صورت میں کا رکنان کو وقت مقرر ہینی صبح 30.8 بج آ نے اور شام 30.5 بج جانے کیلئے پابند کیا جائیگا۔ ڈرگ ریگو لیٹر کی اتھار ٹی (D.R.A) کے نفاذ کی وجہہ سے کا رکنان (ورکرز) کوصاف ستھر کی یو نیفار م پہننے کا پابند کیا جائیگا۔ غیر حاضر کی کے تناسب میں مزید کمی لانے کی بھر پورکوشش کی جائے گی۔ پر وڈکشن سے متعلق تما م شعبہ جات کی مشینوں کے اطراف میں کوئی غیر ضروری سامان نہیں رکھا جائیگا۔ اسی طرح پر وڈکشن کے ان شعبہ جات کی مشینوں کے اطراف میں ہوں ان کا رکنان کو اپنے شعبہ میں کسی مخصوص جگہ پر کھانے کی اجازت ہوگی ۔ کھان کھا نے کے بعد اس جگہ کو فوری طور پر صاف کیے جانے کا پر ند کیا جائیگا۔ جبکہ دیگر تما م کا رکنان کینٹین میں کھا نا کھا کینگے۔ البتہ کینٹین میں

خواتین (ورکرز) کے لئے معقول جگہ نہ ہونے کی بناء پر اپنے کامن روم میں کھا نا کھانے کے لئے پابند کیا جائیگا ۔انتظامیہ یی ۔ بی ۔اے سے ہرمکن تعاون کر گی ۔

<u>مالی مراعات</u>

<u>بنیا دی تنخو ا ہ</u>

ا ننظامیہ نے کیم/ جولائی 7 <u>109</u>ء سے جملہ ^{ست}قل کارکنان (ورکرز) کی بنیا دی تخواہ میں مبلغ _/1500 (ایک ہزار پانچصد روپے صرف) ماہوار کا اضافہ دیا جانا منظور کیا ہے ۔ بیرقم ان کے گریڈ میں اس طرح شامل کی جائے گی کہ اگر اس کا کچھ حصہ گریڈ کے اسکیل میں پوراضم نہیں ہو سکے گا تب ایسی صورت میں باقی ماندہ رقم کوبطوراسیش تنواہ الگ دکھایا جائے گا اور بیاسیش نخواہ بنیا دی تنواہ کا حصہ تبھی جائے گی ۔

<u>مكان الا وُنس</u> انتظامیہ نے جملہ مستقل كاركنان (وركرز) كے مكان الا وُنس كى مديميں مبلغ _/ 0 0 0 , 3 (مبلغ تين ہزار روپے صرف) ما ہوار كا اضافہ كيا جانا منظور كيا ہے _لہذا بعد اضافہ مكان الا وُنس كى كل رقم مبلغ _/165 (مبلغ سولہ ہزار يكھد پنيسٹھرو پے صرف) ما ہوار ہو جائے گى _

<u>کنوینس الا وُنس</u> ۱ نظامیہ نے جملہ ستفل کارکنان (ورکرز) کے کنوینس الا وُنس کی نتیوں کیٹیگریز میں مبلغ _/ 0[°]0,00 (مبلغ نتین ہزارر و بےصرف) ما ہوار کا اضافہ دیا جانا منظور کیا ہے ۔لہذا بعد اضافہ کنوینس الا وُنس بالتر تیب مبلغ _/ 202, 11 (مبلغ گیارہ ہزار پانچصد دور و بے صرف) مبلغ _/ 11,520 (مبلغ گیارہ ہزار پانچصد مبین رو بے صرف) اور مبلغ _/ 11,525 (مبلغ گیارہ ہزار پانچصد بحیس رو بے صرف) ماہوارہ وجائے گا۔ دیگر شرائط حسب سابق رہیں گی۔

mrt.

<u>سلز آ فس کینٹین الا وُنس</u> انتظامیہ نے سلز آ فس کراچی کے مستقل کارکنان (ورکرز) کوجنہیں مبلغ ۔/ 1600 کینٹین الا وُنس مل رہا ہے کے کینٹین الا وُنس میں مبلغ ۔/ 900 ما ہوار کا اضافہ دیا جانا منظور کیا ہے ۔لہذابعد اضافہ سلز آ فس کینٹین الا وُنس فی کارکن (ورکر) مبلغ ۔/ 2,500 (مبلغ دوہزار پانچصد رو پے صرف) ما ہوار ہو جائے گا۔

<u> ڑ سٹ/ ہیٹ الا وُنس</u>

انتظامیہ نے 34 کارکنان (ورکرز) کو ملنے دالے موجودہ مبلغ ۔/ 185 ہیٹ اینڈ ڈسٹ الا وُنس کی مدمیں مبلغ ۔/ 115 ماہوار کا اضافہ دیا جانا منظور کیا ہے ۔ جو بعد اضافہ مبلغ ۔/ 300 ماہوار دیا جائیگا۔ دیگر شرائط حسب سابق رہیں گی ۔

<u>یکنگ گرانٹ/ ورکرز بہبودالا وُنس</u> با انتظامیہ نے تمام کارکنان (ورکرز) کو دی جانے والی یکنگ گرانٹ کی موجودہ رقم ۔/ 325 میں بمبلغ ۔/ 675 کا اضافہ دیا جانا منظور کیا ہے ۔لہذا بعداضافہ یکنگ گرانٹ کی کل رقم مبلغ ۔/ 1000 سالا نہ تمام ''کارکنان (ورکرز) کو دی جائیگی ۔ یہ بھی طے پایا ہے کہ اس کیک گرانٹ کا نام تبدیل کرکے ورکرز بہبودالا وُنس کردیا جائیگا۔

> <u> گریخو بٹی</u> انتظامیہ نے گریجویٹی کی ہر کمیٹیگری میں 6 یوم کا اضافہ دیا جانامنطور کیا ہے۔

> > عيري

ا نتظامیہ کی جانب سے کار کنان (ورکرز) کوعیدین کے موقع پر دی جانے والی عیدی مبلغ _/ 50 میں مبلغ _/ 150 کا اضافہ دیا جانا منظور کیا ہے ۔اس طرح اب عید الفطر او رعیدالاضخیٰ کے پرمسرت موقع پر کارکنان (ورکرز) کو دی جانے والی عیدی کی کل رقم _/ 200 (مبلغ دوصدر و پے صرف) ہوگئی ہے۔

<u>کینٹین سبیڈی</u> انتظامیہ نے کینٹین سبیڈی کی موجودہ رقم ۔/4,25,000 میں مبلغ ۔/75,000 کا اضافہ دیا جا نامنظور کیا ہے ۔ اس طرح کینٹین سبیڈی کی کل رقم مبلغ ۔/5,00,000 (مبلغ پانچ لا کھرو پے صرف) ہوگئی ہے ۔ دیگر شرا ئط حسب سابق رہیں گی ۔ 1-300-45-750-70-1100-90-1550-150-2300-200-3300

2-330-55-880-80-1280-105-1805-165-2630-230-3780

3-395-60-995-90-1445-120-2045-175-2920-240-4120

4-460-65-1110-100-1610-130-2260-195-3235-260-4535

5-525-70-1225-110-1775-145-2500-210-3550-280-4950

6-590-80-1390-120-1990-160-2790-225-3915-295-5390

7-660-85-1510-130-2160-170-3010-240-4210-305-5735 سالاندانگریمنیٹ

انتطامیہ کار کنان (ورکرز) کوآئندہ 4 سال بعد حالیہ طے شدہ نۓ گریڈ سے قطع نظر پر نتیج پر سالانہ ترقی دیئے جانے پرغور کرے گی۔

تجهيز وتكفين

تبدیلی گریڈ

انتظامیہ نے ایسے تمام مستقل کارکنان (ورکرز) کے انتقال کی صورت میں جوسند ھا یم بلائیز سوش سیکیورٹی کے دائرہ اختیار میں نہیں آتے ہیں۔ خدانخواستہ انتقال کی صورت میں بتجہیز وتلفین کی امداد کی موجودہ رقم مبلغ / 300,000 میں مبلغ / 400,000 کا اضا فیہ دیا جانا منظور کیا ہے ۔ لہذ ابعد اضا فیہ تجہیز وتلفین کی امداد کی موجودہ رقم مبلغ / 400,000 میں مبلغ / 400,000 میں مبلغ / 400,000 میں مبلغ / 400,000 میں مبلغ / 400,000 کا اضا فیہ دیا جانا منظور کیا ہے ۔ لہذ ابعد اضا فیہ تجہیز وتلفین کی امداد کی رقم مبلغ / 400,000 میں مبلغ / 400,000 کا اضا فیہ دیا جانا منظور کیا ہے ۔ لہذ ابعد اضا فیہ تجہیز وتلفین کی امداد کی رقم مبلغ / 400,000 کا مبلغ / 200,000 کا مبلغ / 400,000 کا مبلغ / 400,000 کا مبلغ / 200,000 میں مبلغ / 200,000 کا مبلغ / 200,000 کا مبلغ / 200,000 کا مبلغ / 200,000 میں مب

حاضري الإؤنس

and

ا نظامیہ نے کارکن (ورکر) کو ملنے والے حاضری الا وُنس مبلغ _/ 200 میں مبلغ _/ 200 ما ہوار کا اضافہ دیا جانا منظور کیا ہے لہذا بعد اضافہ حاضری الا وُنس کی کل رقم _/ 400 (مبلغ چا رصد رو پے صرف) ماہوار ہوگئی ہے _ دیگر شرا ئط^حسب سابق رہینگی _ ر

بروزجمعة المبارك اوقات كارمين كمي

باہمی طور پر طے پایا کہ بردز جمعہ فیکٹری الرابعہ والمجید کے اوقات کار ضبح 8:00 بجے تا شام 5:30 بجے وقفہ آ رام/ کینج ونماز جمعہ ایک بجے تا 2:30 بجے کی بجائے اب ضبح 15 8 بجے تا شام 5:30 بجے وقفہ آ رام/ لینج ونماز جمعہ ایک بجے تا 2:30 بجے دن ہونگے ۔

رخصتوں میں اضافیہ

ا نتظامیہ نے کارکنان (ورکرز) کو ملنے والی رخصت استحقاقی 25 یوم میں ایک یوم کا اضافہ دیا جانا منظور کیا ہے ۔لہذابعداضا فہ رخصت استحقاقی 26 یوم سالا نہ ہوگئی ہیں ۔

عدت گرانٹ

انتظامیہ نے C.B.A کے اس مطالبہ پر کہ ان مستقل خوانتین کار کنان (درکرز) کو جو سندھ ایم پلائیز سوشل سیکیورٹی میں رجٹر ڈییں ۔خدانخواستہ شوہر کے انتقال کی صورت میں عدت کے دوران S.E.S.S.I سے ملنے والی چھٹیوں کے معاوضہ کی تخواہ کا فرق دیا جانا منظور کیا ہے۔

<u>جرسی الا وُلس</u> ادارہ کی جانب سے مستقل کارکنان (ورکرز) کودیئے جانے والے جرسی الا وُنس مبلخ ۔/900 میں ۔/600 کا اضافہ دیا جانا منظور کیا ہے ۔ اس طرح بعد اضافہ ایک مستقل کارکن (ورکر) کو ۔/1500 (مبلخ پندرہ صدرو بے صرف) سالا نہ جرسی الا وُنس دیا جائیگا ۔ دیگر شرا نط حسب سابق رہیں گی ۔

ويلفيتر فنڈ

انتظامیہ نے ولیفیئر فنڈ کی موجودہ رقم /2,70,000 میں مبلغ /1,30,000 کا اضافہ کیا جانا منظور کیا ہے۔ اس طرح ولیفیئر فنڈ کی مد میں دی جانے والی کل رقم /400,000 (مبلغ چار لا کھ روپے صرف) ہو جائے گی ۔ دیگر شرائط حسب سابق رہیں گی۔

عير ميلا دالنبي ويتشيه فندر

انتظامیہ نے عید میلا د النبی علیق فنڈ کی سالانہ گرانٹ کی موجودہ رقم مبلغ / 000, 58, 1 سالانہ میں مبلغ / 000, 58, 1 سالانہ میں مبلغ / 70,000 کا اضافہ دیا جانا منظور کیا ہے ۔ لہذا بعد اضافہ عید میلا د النبی علیق فنڈ کی کل رقم / 2,55,000 (مبلغ / 70,000 کا اضافہ دیا جانا منظور کیا ہے ۔ لہذا بعد اضافہ عید میلا د النبی علیق فنڈ کی کل رقم / 2,55,000 (مبلغ / 70,000 کا اضافہ دیا جانا منظور کیا ہے ۔ لہذا بعد اضافہ عید میلا د النبی علیق فنڈ کی کل رقم / 2,55,000 کا اضافہ دیا جانا منظور کیا ہے ۔ لہذا بعد اضافہ عید میلا د النبی علیق فنڈ کی کل رقم / 2,55,000 کا اضافہ دیا جانا منظور کیا ہے ۔ لہذا بعد اضافہ عید میلا د النبی علیق فنڈ کی کل رقم / 2,55,000 کا اضافہ دیا جانا منظور کیا ہے ۔ لہذا بعد اضافہ عبد میلا د النبی علی

نمائندگان C.B.A اس امر کے پابند ہوئلے کہ ادارہ کی جانب سے دی جانے والی سالانہ عید میلا دالنبی تطایق فنڈ کی رقم کے اخراجات انتظامیہ کے 2 نمائندگان کی تصدیق کے ساتھ جناب ڈائر یکٹر صاحب ۔ ایچ ۔ آر اینڈ ایڈ منسٹریش / جناب ڈپٹی ڈائر یکٹر صاحب۔ ایچ۔ آراینڈ ایڈ منسٹریشن کوفراہم کرینگے۔

میڈیکل مراعات ا نتظامیہ نے اپنے کارکنان (ورکرز) بشمول کنٹریکٹ ورکرز اور اپنے متعلقین (بیوی ۔ بچوں) کو آ دم جی انشورنس کمپنی سے میڈیکل کی سہولت مبلغ / 000, 200 (مبلغ د و لا کھ روپے صرف) سالا نہ دیئے۔ جانے کی است کی پیشکش کی ہے۔ اسپورٹس

با ہمی مشاورت سے طے پایا ہے کہا کیے کمیٹی بنائی جا ئیگی جس میں سی ۔ بی ۔ اے اورا نتظامیہ کے دو دو اراکین ہو نگے ۔

فنكشن گرانىك

فنکشن گرانٹ کی موجود ہ رقم مبلغ ۔/ 000,50,000 یالا نہ پخص ہے ۔ انتظامیہ فنکشن گرانٹ کی بیر قم ختم کر کے اپنے طور پر ہرسال ماہ جولائی میں فنکشن کرائے گی ۔

ج ب<u>ت الله</u>

كلينڈرا در پېلېشي آئىم

ا نظامیہ نے ادارہ کے اخراجات پر جج بیت اللہ کے لئے بیجیج جانے والے 4 کارکنان (3 مرداور ایک خاتون) کی تعداد میں مزید ایک کارکن کا اضافہ کیا جانا منظور کیا ہے۔ اس طرح جج بیت اللہ کی سعادت سے مشرف یاب ہونے والے کارکنان (ورکرز) کی کل تعداد 5 ہوگئی ہے۔ یہ بھی طے پایا ہے کہ کنٹر یکٹ کی بنیا د پر کارگذار کارکنان (ورکرز) کو بھی جج بیت اللہ کی ہونے والی قرعہ اندازی میں شامل کیا جائیگا۔ جن ک مدت ملاز مت کا دورانیہ 5 سال یا اس سے زائد ہوگا ۔ اس قرعہ اندازی میں ان کارکنان کو شامل نہیں کیا جائیگا۔ جوادارہ کی مستقل ملاز مت سے ریٹائر ہونے کے بعد کنٹریک کی بنیا د پرتعینات کیے گئے ہیں۔

ادارہ کی جانب سے کارکن (ورکر) کو دیئے جانے والے 2 کلینڈرز میں 3 عدد کلینڈرز کا اضافہ دیا حجاً منظور کیا گیا ہے ۔ اس طرح اب ہر کارکن (ورکر) کو 5 عدد (پانچ عدد) کلینڈرز دیئے جا نمینگے ۔ بید بھی طے پایا کہ انتظامیہ ہرسال ماہ دسمبر میں پبلٹی آئٹم کی جگہا ہنے کارکن (ورکر) کوایک گفٹ نپک دیا کرے گی ۔

<u>قرض مرمت مكان</u> انتظامیہ کی جانب 23 مستقل کا رکنان (ورکر ز) کو دیئے جانے والے انفرادی قرض برائے خریداری ریفریجریٹر مبلغ _/ 400,000 (مبلغ جالیس ہزارر و پے صرف) کوختم کر دیا گیا ہے۔ یہ بھی طے پایا ہے کہ 27 مستقل کارکنان (ورکرز) کوقرض مرمت مکان مبلغ _/ 100,000 دیئے جاناختم کردیے گئے ہیں۔ اس کی جگہ 30 مستقل کارکنان (ورکرز) کوجن کی مدت ملازمت 6 سال یا اس زائد ہوگی کو ہاؤس لون برائے مرمت مبلغ _/ 300,000 (مبلغ تین لا کھروپے صرف) فی کارکن ہر سال دیئے جائیلیے۔ اس رقم کی واپس 6 سال یا 27 قسطوں میں کی جائے گی۔ دیگر شرائط حسب سابق قرض مرمت مکان ہوتکی۔

<u> ڑرا ئبور کیج و کنوینس</u>

<u>_ فيئريرائس شاب</u>

محمر 0

انتظامیہ نے ان ڈرائیور حضرات کوجن کی ڈیوٹی رات بارہ بجے کے بعد ختم ہوگی ۔ان کے اس موجودہ الا وُنس مبلغ ۔/160 میں ۔/40 کا اضافہ دیا جانا طے پایا ہے جو بعداضا فہ مبلغ ۔/200 (مبلغ دوصدر دیے صرف) ہوجائے گی ۔ جبکہ کھانے کی مقرر ہ رقم ۔/160 میں کوئی اضافہ نہیں کیا گیا ہے ۔

۔ انتظامیہ نے فیئر پرائس شاپ کی موجودہ رقم / 2,90,000 میں مبلغ / 2,10,000 کا مزید اضافہ کیا جانا منظور کیا ہے۔ اس طرح فیئر پرائس شاپ کودی جانے دالی کل رقم مبلغ / 500,000 (مبلغ پانچ لا کھروپ صرف) ہوجائے گی۔

<u>گولڈمبڈل</u>

وہ کارکنان (ورکرز) جو 60 سال کی عمر کے بعد ملازمت سے ریٹائر ہو نگے۔ انہیں 12 گرام 22 گیرٹ کا گولڈ میڈل دیا جائیگا۔ ریٹائر منٹ کی صورت میں مدت ملازمت کی کوئی شرطنہیں ہے۔ اگر ریٹائر ہونے والا کا رکن گولڈ میڈل کی بچائے کیش لینے کا خواہش مند ہوگا۔ انظا میہ اس دن کے ریٹ کے مطابق کیش ادائیگی کرد ہے گی۔ انتظا میہ کی جانب سے ان تما م کا رکنان (ورکرز) کو جنگی مدت ملازمت 12 گرام 20 کیوں کے گولڈ میڈل دیکے پاس سے زائد ہوگئی ہے۔ ان تما م کا رکنان (ورکرز) کو دوران ملازمت 12 گرام 22 کیرٹ کے گولڈ میڈل دیکے

یا اس سے زائد ہوتی ہے۔ ان تمام کا رکنان (ورکرر) کو دوران ملا رمٹ 21 سرام 22 سیرے حولد میدل دیے جائینگے ۔ان کار کنان (ورکرز) میں سے اگر کوئی کارکن گولڈ میڈل کی بجائے کیش ادائیگی کیے جانیکا خواہش مند ہوگا۔ایس کارکن کوان کی تحریری درخواست پر انتظامیہ اس دن کے 12 گرام 22 کیرٹ سونے کے ریٹ کے حساب سے کیش ادائیگی کردے گی۔ بیایوارڈایک پردقارتقریب منعقد کرکے ماہ اگست 2018ء میں دیئے جائینگے۔

وہ کار کنان (ور کرز) جو ور کر گریڈ میں 20 سال کی مدت ملازمت پور کی کر چکے ہوں اور انہیں 20 سال کی مدت ملازمت کی تعمیل کے بعد اسٹنٹ منیجر کے عہد ے (گروپ - C) میں پر وموٹ (تر قی) کیا گیا ہے ۔ ایسے کار کنان/کارکن کوبھی گولڈ میڈل دیا جائیگا ۔ یہ بھی طے پایا ہے کہ کار کنان/کارکن (ور کرز) کی صوابدید پر گولڈ میڈل یا اس کے عیوض کیش ادائیگی کی جائے گی ۔ گولڈ میڈل دیتے جانے کی صورت میں کارکن کو آئندہ سار کی انفرادی رسید بھی فراہم کی جائے گی ۔ یہ بھی طے پایا ہے کہ برائے آئندہ وہ کار کنان جو ملازمت ادارہ سے دیٹا تر کہ مند کی میں کر جائیگا۔ یہ بھی فراہم کی کارکنان کو گولڈ میڈل/کیش ہر سال ماہ اگست میں ادارہ کی جانب سے منعقد کی جانے والی تقریب میں دیتے جائیگے۔

<u>تحفہ شربت روح افزاء</u> مستقل کارکن (ورکر) کوا دارہ کی جانب سے ہر سال دیئے جانے والے تحفہ شربت روح افزاء 800ML کی 8 بوتلوں میں مزید 4 عدد بوتلوں کا اضافہ کیا جانا منظور کیا ہے۔اس طرح اب ایک مستقل کا رکن کو تحفہ شربت روح افزاء 800ML کی 12 بوتلیں دی جائیئگی۔

یہ بھی طے پایا ہے کہ وہ عارضی کارکنان جنکا تقرر دوران سال وقفہ وقفہ سے ہوتا رہا ہو۔ان عارضی کارکنان (ورکرز) کواور کنٹریک پرتعینات کارکنان (ورکرز) کو 8 عد دبوتلیں تحفہ شربت روح افزاء 800ML دیا جائیگا۔جبکہ وہ عارضی کارکنان/کارکن جنگی مدت ملا زمت کا دورانیہ دو/ ڈھائی مہینے ہوگا۔انہیں صرف 2 بوتل تحفہ شربت روح افزاء MOML دیا جائیگا۔

مسيحي كاركنان

انتظامیہ نے کر پچین کار کنان (ورکرز) کو سیالکوٹ کنوینشن کے ہیڈییں ملنے والی رقم مبلغ ۔/ 6500 میں مبلغ _/ 2000 کا اضافہ دیا جانا منظور کیا ہے ۔لہذا بعد اضافہ سیالکوٹ کنوینشن کی کل رقم ۔/ 500,8 (مبلغ آٹھ۔ ہزار پانچ صدرو بے صرف) سالا نہ ہو جائے گی ۔

ىن آف ڈېزېز ڈ (Deceased) ايمپلانى

انتظامیہ نے منظور کیا ہے کہ مرحوم کار کنان کے بتفصیل ذیل ان 6 کار کنان کو کیم/ جولائی 8 <u>201</u>5ء سے مستقل کارکن کی حیثیت سے تقرر نامہ جاری کیے جا کیلیے ۔ یہ بھی طے پایا کہ ان سن آف ڈیزیز ڈایم پلائیز (Deceased Employees) کومورخہ کیم/ جولائی 7 <u>201</u>5ء سے مبلخ ۔/ 21000 (مبلخ اکیس ہزاررویے صرف) ماہوار خنواہ دی جائے گی۔

- 1) جناب محمد اسد ولد محمد ارشد صاحب (مد دگار شعبه پرنٹنگ اسٹور) 2) جناب محمد انیس خان ولد محمد یوسف صاحب (مد دگار شعبه انجینئر نگ) 3) جناب محمد یان ولد عبد الرزاق صاحب (مد دگار ۔ شعبه بلسٹر ہال) 4) جناب محمطیم ولد نسیم احمد صاحب (کلرک ۔ شعبہ ریلوے پیکنگ)
 - 5) جناب عديل ولد فضيح الحسن صاحب (مد د گارشعبه تياري ا دويه) بند م
 - 6) دانش مسح ولد عارف مسح (خاکروب سیلز آ فس کراچی)

یہ یہ یہ طح پایا ہے کہ برائے آئندہ مرحوم کارکن کے بیٹے کا ابتدائی تقرر آزمائش 3 ماہ (تین ماہ) کے بعد 1/2 حسال کے لئے تقرر کنٹریکٹ کی بنیاد پڑ عمل میں لایا جائیگا۔تقرر کنٹریکٹ ڈھائی سال کی مدت کے بعد کارکن کامستقل تقرر عمل میں لایا جائیگا۔ یہ یہ طح پایا ہے کہ برائے آئندہ مرحوم کارکن کے بیٹے کو مبلغ ۔/ 21,000 (مبلغ اکیس ہزار روپے صرف) ماہوار تنخواہ دی جائے گی۔ یہ یہ طح پایا ہے کہ مرحوم کارکن کے ایک بیٹے یا بیٹی یا بیوہ کو ملازمت پر جیح دی جائے گی۔ ڈسپنسری کا قیام

ا نتظامیہ نے C.B.A کے مطالبہ اور کار کنان کو ہر وقت طبی سہولت فراہم کیے جانے کے پیش نظرایک ڈسپنسری کا قیام عمل میں لایا جانا منظور کیا ہے۔اس ڈسپنسری میں ڈبلومہ ہولڈراور تجربہ کار کمپاؤنڈ ربھی تعینات کیا جائیگا۔ <u>پونس کی تقسیم</u>

انتظامیہ نے C.B.A کی مشاورت وخواہش پر کارکنان (درکرز) کو ماہ تمبر میں تقسیم کیے جانے والے بونس انڈر C.B.A (ایک ماہ) کارکن کی بنیادی تخواہ۔ آئیشل پے ادرتما م کولاز کی بنیاد پرتقسیم کیا جائیگا جبکہ باقی 194 یوم کی جگہ اب 56 یوم (چھپن یوم) کے بونس کی ادائیگی کارکن (درکر) کواس کی کل یافت (گراس پے) پر حسب ذیل طریقہ کا رکے مطابق کی جائیگی۔

20 يوم

20 يوم

08 يوم

08 يوم

56 يوم

عيدالفط/رمضان المبارك عيدالا اضحىٰ ماه مارچ ماه جون

يو نيفارس/ وردياں

C.B.A کے اس مطالبہ پر کہ ادارہ کی جانب سے کار کنان (ورکرز) کو فراہم کی جانے والی یو نیفار مس معیاری ہونی چاہے اور اس میں ایک یو نیفارم کا اضافہ کیا جائے ۔ انتظامیہ نے ان کے اس مطالبہ پر ایک یو نیفارم کا اضافہ کیا جانا منظور کرلیا ہے ۔ اس طرح اب تمام کار کنان کو ہر سال 4 یو نیفار مس فراہم کی جائیں گیں ۔ میڑی طے پایا ہے کہ ان کار کنان کو ادارہ کی جانب سے شوز (جوتے) بھی فراہم کیے جائیتگے ۔ میڑی طے پایا ہے کہ کار کنان (ورکرز) دوران اوقات کارا پی یو نیفارم اور شوز لازمی پہنیں گے ۔ انتظامیہ نے نمائندگان R.B.A کو یقین دلایا ہے کہ کار کنان (ورکرز) دوران اوقات کارا پنی یو نیفارم اور شوز جایا کریں گیں ۔ انتظامیہ نے نمائندگان R.B.A کو یقین دلایا ہے کہ کار کنان کو ہر سال یو نیفار مں ماہ مارچ تک فراہم ماہ مارچ میں یو نیفار مں ماہ مارچ کی کوشش ہوگی کہ وہ کارکنان کو یو نیفار مں ماہ فروری تک فراہم کردی ماہ مارچ میں یو نیفار من فراہم نیک کوشش ہوگی کہ وہ کارکنان کو یو نیفار مں ماہ فروری تک فراہم کردی جبوری کی بناء پر

<u>عارضی کارکنان</u> انتظامیہ نے ادارہ ہمدرد(وقف) کراچی میں مامور/تعینات عارضی کارکنان کو حکومت سندھ کی جانب سے مقرر کی گئی کم سے کم ماہانہ اجرت _/15,000 میں مبلغ _/500 کا اضافہ دیا جانا منظور کیا ہے لہذا فیکٹر کی الرابعہ دالمجید اور سیلز آفس کراچی میں تعیینات عارضی کارکنان کی تخواہ مورخہ کیم/جنور کی 2018ء سے مبلغ _/15,500 (مبلغ پندرہ ہزار پانچصد رو بے صرف) ماہوارہوجا کینگے۔

<u>کنٹریکٹ کارکن (ورکر)</u> انتظامیہ نے منظور کیا ہے کہ وہ کارکنان (ورکرز) جنکا تقرر کنٹریکٹ کی بنیا د پرعمل میں لایا جاتا ہے ۔ ان کنٹریکٹ کارکنان کا وضع کر دہ پراویڈنٹ فنڈ کنٹریکٹ ختم ہونے پر واپس نہیں کیا جائیگا تا وقتکہ کارکن کے تقرر کنٹریکٹ میں توسیع نہیں کی جائے/ جب تک کارکن کنٹریکٹ کی بنیا د پرتعینات رہیگا ۔ اسکا وضع کیا گیا پراویڈنٹ فنڈ واپس نہیں کیا جائیگا۔

<u>جگہ برائے ادا ئیگی نماز</u>

نمائندگان C.B.A کا مطالبہ ہے کہ کارکنان (درکرز) کوظہرادرعصر کی نماز باجماعت پڑھنے کے لئے مناسب جگہ دی جائے۔انتظامیہ کے نمائندے نے کہا کہ فیکٹر ی کا جائز ہیکرادائیگی نماز کی جگہ کاانتخاب کیا جائیگا۔ Good practices in collective bargaining: A compilation of case studies from Pakistan

International Labour Organization

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