

## **MEMORANDUM OF SETTLEMENT**

**Between**

**MSEB HOLDING COMPANY LTD. (MSEBHCL)**

**MAHARASHTRA STATE POWER GENERATION COMPANY LTD. (MSPGCL)**

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.(MSETCL)**

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD. (MSEDCL)**

(hereinafter referred to as "Company" or "Companies" as the case may be)

**AND**

**UNIONS / ASSOCIATION OF EMPLOYEES OF  
MSEB H.C.L, M.S.P.G.C.L, M.S.E.T.C.L & M.S.E.D.C.L.**

(hereinafter referred to as "Unions")

# MEMORANDUM OF SETTLEMENT

## Between

MSEB HOLDING COMPANY LTD. ( MSEBHCL)

MAHARASHTRA STATE POWER GENERATION COMPANY LTD. (MSPGCL)  
MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.(MSETCL)  
MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD. (MSEDCL)  
(hereinafter referred to as “ Company” or “ Companies” as the case may be)

## AND

UNIONS / ASSOCIATION OF EMPLOYEES OF  
MSEB H.C.L, M.S.P.G.C.L, M.S.E.T.C.L & M.S.E.D.C.L.  
(hereinafter referred to as “Unions”)

### **Preamble:**

Whereas the revision of pay scales and allowances of employees of the MSPGCL, MSETCL, MSEDCL and MSEB Holding Company Ltd is due w.e.f. 01/04/2023 , and whereas the Unions have submitted their proposals for revision in Pay and Allowances and whereas the proposals received from the Unions have been discussed with the representatives of the Unions and whereas, keeping in view the demands put forth by various Unions and also considering the financial position of the Companies, the financial burden of the Pay Revision and its impact in the tariff to end consumer, the Companies are inclined to review the Pay Scale and Allowance of the employees of MSEBHCL, MSEDCL, MSPGCL & MSETCL & therefore the Companies and the Union have come forward to enter into this settlement as under.

### **1.0 THE PERIOD OF SETTLEMENT**

This Settlement shall be operative for a period of five years with effect from 1<sup>st</sup> April 2023 to 31<sup>st</sup> March 2028. The Settlement shall continue to be in force even beyond 31<sup>st</sup> March 2028 unless either party desires to revoke the same by giving a notice in writing of their intention to enter into fresh settlement.

### **2.0. SCOPE OF SETTLEMENT**

This Settlement shall cover all employees in the technical and non-technical categories whose minimum of the existing pay scale is up to and including Rs.68780/- per month, (i.e. Additional Executive Engineer (Dy. Executive Engineer) and equivalent) but shall not cover any other categories of posts whose minimum of the existing scale of pay is more than Rs.68780/- per month for which the companies may at their discretion enter into separate settlement.



- a) 'Employee' in this context means an Employee as defined under Service Regulations of MSEBHCL, MSPGCL, MSETCL and MSEDCL.
- b) This Settlement shall also apply to the supernumerary Helpers.

In this Settlement, some of the employees or categories of employees have been included only for the purpose of granting benefits in terms of this Settlement though they are not covered under the definition of "Workman" under Section 2 (S) of the Industrial Disputes Act 1947 and this shall not be construed as admission or precedent in any other context or cases.

### **3.0 REVISION OF PAY SCALES**

- 3.1 An increase of **19% % (Nineteen Percent)** shall be allowed in the Pre-revised Basic Pay existing as on 31.03.2023.
- 3.2 Lineman Staff will get amount of Rs.1000/- in lieu of Rs 500/- per month in the form of ad-hoc pay.
- 3.3 All Sahayyak category such as Graduate Engineer Trainee (GET), Diploma Engineer Trainee (DET), Upkendra Sahayyak, Account Assistant, Jr. Assistant (HR) & (Account), Vidyut Sahayyak, Veej Sevak, Sahayak Junior Office Assistant and Sahayak Peon will be given rise of Rs 5000/- per month in their monthly remuneration. The revised remuneration shall be applicable w.e.f. date of agreement i.e. 07.07.2024.

### **4.0 FITMENT**

- 4.1. This pay revision shall be applicable to the employees appointed prior to 31<sup>st</sup> March 2023.
- 4.2. The basic pay shall stand revised with rise of 19% (Nineteen Percent) w.e.f. 1<sup>st</sup> April 2023.
- 4.3 The fitment of the Basic Pay in the revised pay scale will be done as per Company's rules.
- 4.4 The normal date of increment shall, however, remain unchanged. The provisions laid down in the Service Regulations of MSEBHCL, MSPGCL, MSETCL and MSEDCL and other relevant General Orders as amended from time to time shall apply for releasing future annual increments.

### **5.0 DEARNESS ALLOWANCE**

The rates of Dearness Allowance shall be payable as per applicable schedule after 1<sup>st</sup> April 2023 onwards on the revised basic pay, as per the applicable rates.

### **6.0 H.R.A. & C.L.A.**

The H.R.A. & C.L.A shall be payable prospectively after signing as admissible vide GoM GR No.HRA-2019/C.No.2/Service-5 dtd.05.02.2019.

### **7.0 REVISION OF ALLOWANCES**

- 7.1 An increase of **25% (Twenty Five Percent)** shall be granted on the existing allowances.



7.2 It is hereby agreed that existing allowances shall be payable at the revised rates with effect from 1<sup>st</sup> April 2023. The other terms and conditions for grant of allowances contained in respective General Orders as modified from time to time shall, however, remain unchanged.

## 8.0 INSURANCE

8.1 MSEB HCL Group Mediciam Insurance Policy to be continued

8.2 Group Term Insurance policy for Sum Insured of Rs.20 Lakh to be continued.

## 9.0 PAYMENT OF ARREARS

The arrears accruing due to revision of Pay & Allowance w.e.f. 01.04.2023 shall be paid in 3 (Three) installments in the following manner:-

- **First Installment:** 1<sup>st</sup> installment of arrears from **Apr.-2023 to August 2023** shall be paid to the employees in the month of **October, 2024**.
- **Second & Third Installment:** 2<sup>nd</sup> installment of arrears from **Sept - 2023 to January - 2024** shall be paid to the employees in the month of **March 2025** & 3<sup>rd</sup> installment of arrears from **Feb -2024 to July -2024** shall be paid to the employees in the month of **September 2025**; depending on cash flow position.

10.0 The cases of Payment of House Building Advance, Special Pay for holding additional Charge under MSEBHCL, MSEDCL, MSPGCL & MSETCL as per Service Regulation No.36 and 9(26), Travelling Allowance, Daily Allowance, Over time and other similar incidental benefits shall not be reopened. No arrears will be given in such cases.

11.0 The Employee's Unions / Associations in consideration of satisfactory revision of pay scales & allowance agree to concentrate on optimum revenue realization, in order to meet out the additional liability on account of revision of pay scales through efficiency improvements. In terms of this directive, the employee's Unions / Associations hereby agree to:

- (a) Increase the optimum revenue realisation on a sustainable basis in line with the targets/ KRA (Key Results Area) being given from time to time and average reduction in line loss every year as prescribed by MERC. On transmission side maximum availability and reduction in transmission losses and on generation side improvement of availability and PLF and reduction in fuel and auxiliary consumption shall be ensured as prescribed by M.E.R.C., as well as the management of the respective company.
- (b) Being in Public Utility and with a view to ensure uninterrupted and quality supply to its consumer, all employees shall ensure that there is no interruption in the functioning of the companies and work is carried out in a smooth and continuous manner. Any interruption will be taken seriously and "No Work No Pay" principle will be adopted.
- (c) Carry out their assigned duties as defined in KRA/KPI to be declared by the management of all the three Companies for uninterrupted generation, transmission and distribution of electricity to the consumers, and make every effort to comply with Standards of Performance prescribed by the Regulatory Commission with a view to achieve overall objective of consumer satisfaction.



- (d) The effort will be made to reduce expenses on overtime through efficient performance and availing less leave especially by operating and line staff. The unions will support the cost cutting / economy measures adopted by the companies from time to time.
- 12.0** In the event of any of the provisions of this Settlement becoming legally invalid or unenforceable by any law or order of the State or Central Government, the remaining provisions of this settlement shall not be affected and shall remain in force.
- 13.0** The outstanding issues of anomaly in wage revision of past, if any, including those arising out of the current settlement shall be dealt with by discussion with a management committee headed by Director (HR), MSEDCL to try and resolve the same amicably.
- 14.0** In view of the amicable settlement arrived at between the parties, it is further agreed to adopt the following code of conduct for maintaining industrial peace and harmony.
- a) The Union shall conduct their affair as prescribed in the respective Act/ Law and they shall be Act/ Law abiding.
  - b) The Performance Linked Incentive will be introduced in all the three Companies and that will be an integral part of revised pay from herein onward.
  - c) The Company & Employees' Unions / Associations reaffirm their faith in solving grievances and disputes peacefully by mutual discussions.
  - d) The disputes or grievances shall be taken up at the appropriate level by the Employees' Unions / Association. In case of dispute once raised before Higher Authority and decision taken, the same should not be raised again before any forum by the Unions.
  - e) Unions will not resort to unnecessary agitations / strike which can cause disturbance to peace, malign image of the Companies and cause financial loss to the Company.
  - f) The Unions will not interfere in administrative matters such as transfer due to poor performance or on administrative grounds, as also in any of the disciplinary cases and administrative actions against individual employees / officers / engineers or support any of the employee / officers / engineers who are indulging in malpractices or involved in corruption / misappropriation / fraud / serious disciplinary action or in disobedience of legal orders of superiors on any account etc.
  - g) Communications to be addressed to the different authorities should be in a courteous language. Normal courtesy and proper decorum should be shown by the representatives of the Employees' Unions/Association as also the officers of the Company in mutual behaviour and during discussions.
  - h) The employees shall actively co-operate in increasing productivity and reducing waste by regular and punctual attendance, observing rules of disciplines and doing their assigned work diligently and efficiently.
- 15.0** The Employees' Unions / Associations on their behalf and on behalf of their constituent Unions agree that during the period of the settlement, they shall not make any fresh demands in respect of matters covered under this Settlement and any other demand having financial implication. The Company and the Employees' Unions / Associations further reiterate their firm resolve to maintain industrial peace and harmony and to make concerted joint efforts towards increasing production and productivity for providing efficient services to the consumers.




16.0 The provisions of this Settlement will be implemented with effect from the salary payment for the month of **August 2024** subject to approval of MERC.

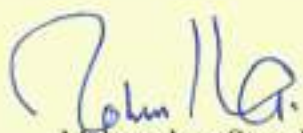
In the witness thereof the parties to the Settlement have signed this **Memorandum of Settlement at Mumbai on this day of 07.07.2024.**

**FOR AND ON BEHALF OF  
M.S.E.B, HOLDING COMPANY LTD.**


FOR MSEB HCL


  
**Abha Shukla, I.A.S.,**  
Managing Director (MSEB HCL)

**FOR AND ON BEHALF OF THE  
UNIONS/ASSOCIATIONS**


  
**John Na**  
Maharashtra State Electricity Worker's  
Federation

FOR MSEDCL

  
**Lokesh Chandra, I.A.S.**  
Chairman & Managing Director (MSEDCL)


  
**Maharashtra Veej Kamgar Mahasangh**


FOR MSPGCL

  
**Dr. P. Anbalagan, I.A.S.**  
Chairman & Managing Director (MSPGCL)

  
**Maharashtra Rajya Vij Kamgar  
Congress, INTUC**

FOR MSETCL


  
**Dr. Sanjeev Kumar, I.A.S.**  
Chairman & Managing Director (MSETCL)

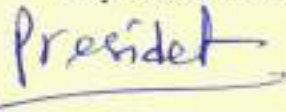
  
**Subordinate Engineers' Association  
(SEA)**

  
**(Anudeep Dighe)**  
Director (Finance) MSEB HCL / MSEDCL

  
**Sanjay Ghodke**  
Maharashtra Rajya Magasvargiya  
Vidyut Karmachri Sanghatan

  
**(Balasaheb Thite)**  
Director (Finance) MSPGCL


  
**Vidyut Kshetra Tantrik Kamgar Union**


  
**President**

  
**(Anudeep Dighe )**  
Director (Finance) MSETCL

  
Graduate Engineers Association (GEA)  
Working President.

  
**(Arvind Bhadikar )**  
Director (HR)(MSEDCL)


  
Maharashtra Rajya Vij Karmachari-  
Adhikari-Abhiyanta Sena

  
**(Sugat Gamare )**  
Director (HR)(MSETCL)

Maharashtra Rajya Rashtriya Vij  
Kamgar Fedration (INTUC)

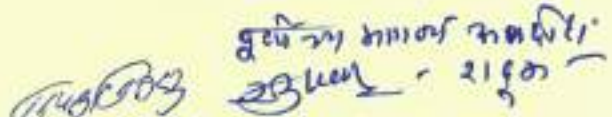
  
**(Dr. Dhanajay Sawalkar)**  
Executive Director (HR)(MSPGCL)

  
Maharashtra Rajya Vij Tantrik Kamgar  
Sanghata

  
**(Swati Vyavahare)**  
Chief General Manager (F&A) (MSEDCL)

  
MSEB Officer's Association (OA)

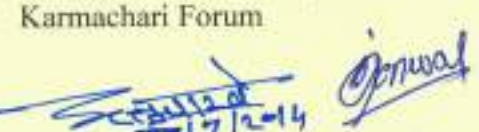
**Witness**

  
Maharashtra Rajya Vidyut Mandal  
Karyalayeen Adhikari/Karmachari  
Sanghatana

  
**(Sanjay Dhoke)**  
Chief Industrial Relations Officer (MSEDCL)


Bahujan Vidyut Abhiyanta, Adhikari V  
Karmachari Forum


  
**(Bharat Patil )**  
Chief Industrial Relations Officer (MSETCL)

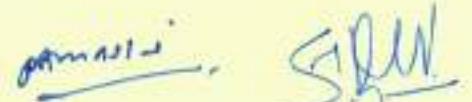
  
Maharashtra Rajya Vij Nirmiti Kamgar  
Sanghatna

  
**(Purushottam Warjurkar)**  
Chief Industrial Relations Officer (MSPGCL)

Maharashtra Navnirman Vij Kamgar  
Sena

  
**(Lalit Gaikwad)**  
Jt. Chief Industrial Relations Officer  
(MSEDCL)

  
Maharashtra Rajya Vidyut Shramik  
Congress

  
Maharashtra Rashtravadi Veej Kamgar  
Congress



Rashtriya Veej Driver va Cleaner  
Association



Maharashtra Rajya Vidyut Shramik Seva  
Sanghatna



Union of Chemist



Suraksha Va Dakshata Vibhag Adhikari  
Sanghatana



MSEB Workers Union (Power Front)



Bahujan Power Karmchhari Sanghatana



Maharashtra Rajya Swabhimani Vidyut  
Workers Union

Maharashtra Rajya Vidyut Operator  
Sanghatna

Electricity Linestaff Assocoation



P. S. Pandhara



S. K. Banarke

Maharashtra Rajya Swatantra Bahujan  
Vij Karmachari Sanghtana



Krantikari Linestaff Sena

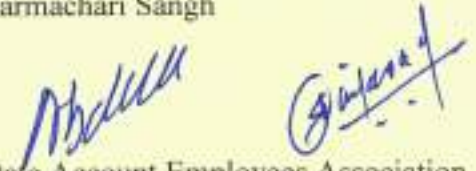


Adim Karmchari Sanghatana

Tantrik Kamgar Union



Rashtriya Mulnivasi Bahujan  
Karmachari Sangh



State Account Employees Association



राजगुरु महिले संमिती.  
पुणे / पुणेक धारक असो.