OIL & NATURAL GAS CORPORATION
(W.O.U.) KARMACHARI SANGHATANA

AFFILIATED TO - PETROLIUM & GAS WORKERS' FEDERATION OF INDIA

Reg. No. (By - II - 8268) Tel. : 022-26274102

Flat No.102, 1st Floor, Acme Hormony-I, Poonam Nagar, Off. JV Link Road, Andheri (E), Mumbai - 400 093.

Website : www.ksmumbai.com

REF. : ONGC/KS/114/2026

DATE : 30/10/2026

To,
The Regional Labour Commissioner (C)
Ministry of Labour and Employment,
Govt. of India,
Shramraksha Bhavan,
Shivsrushti Road,
Sion (E), Chunabhatti,
Mumbai – 400 022.

Subject: Raising Of Industrial Dispute Regarding Non-Implementation And Violation Of The Tripartite Agreement Under The "Fair Wage Policy" Of ONGC, Resulting In The Arbitrary Discontinuation And Non-Payment Of Bonus To Eligible Contractual Employees For The Financial Year 2025–2026, And Seeking Appropriate Action Under Section 29 Of The Industrial Disputes Act, 1947, As Applicable.

The Industrial Dispute is hereby raised by our union regarding non-payment of bonus for the period is 1st April 2025 to 31st Mar 2026 as per the fair wage policy a tripartite agreement signed between ONGC management and the unions functioning in ONGC Mumbai in the presence of the Deputy Chief Labour Commissioner by our union

ONGC (WOU) Karmachari Sanghatana
(Reg No. BY-II-8268)

Versus

The ED Chief - HR Services
ONGC-WOU,
NBP Green Heights, BKC,
Bandra (E),
Mumbai – 400 051.

Respected Madam,
We, hereby raise an Industrial Dispute concerning the arbitrary discontinuation and non-payment of **Bonus** for the financial year **1st April 2025 to 31st March 2026**, in contravention of the provisions of the **Tripartite Agreement executed under the "Fair Wage Policy"** between ONGC Management and the participating trade unions functioning in ONGC, Mumbai, in the presence of the **Deputy Chief Labour Commissioner (Central).**

The facts and circumstances giving rise to the present Industrial Dispute are submitted for your kind consideration as follows:

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1. Binding Nature of the Tripartite Agreement

A Tripartite Agreement under the "**Fair Wage Policy**" was entered into between ONGC Management and the participating trade unions in the presence of the Deputy Chief Labour Commissioner (Central), with the objective of ensuring fair wages, statutory benefits and agreed service conditions for contractual employees working under various contracts in ONGC.

The said agreement provides for the extension of specified benefits, including Bonus, to eligible contractual employees covered under the Fair Wage Policy, particularly those who joined the respective contracts prior to **1st April 2012**, subject to the applicable terms and conditions of the agreement. The agreement was implemented by ONGC Management for several years, thereby establishing an agreed and consistently followed practice concerning the payment of Bonus to eligible contractual employees.

2. Specific Provision Regarding Payment of Bonus

We respectfully invite your attention to **Page No. 8, Clause IV** of the Tripartite Agreement, which expressly stipulates:

> **"Minimum Bonus of 8.33% as per the wage ceiling for calculation provided under the Payment of Bonus Act, to be extended to the contract workers, even if their wages actually drawn exceeds the ceiling limit for coverage under the Act."**

The above provision clearly establishes the contractual entitlement of eligible employees to receive Bonus at the minimum rate of **8.33%,** calculated in accordance with the wage ceiling prescribed under the Payment of Bonus Act, as provided in the agreement, notwithstanding that their actual wages may exceed the statutory eligibility ceiling.

Accordingly, the payment of Bonus to eligible contractual employees is an expressly agreed benefit under the Tripartite Agreement and cannot be discontinued unilaterally without following the applicable legal procedure.

3. Continuous Implementation of the Agreement

It is pertinent to submit that ONGC Management had been implementing the aforesaid provision and ensuring payment of Bonus to eligible contractual employees for several years, including the financial year **1st April 2024 to 31st March 2025**.

However, to the utter surprise and serious concern of the affected contractual employees, the payment of Bonus has been discontinued for the financial year **1st April 2025 to 31st March 2026**, reportedly pursuant to **Office Order No. 01(08)/04-ER/IR/2024** dated **28/07/2025**.

The said decision was taken without prior consultation, discussion, or mutual agreement with the signatory trade unions to the Tripartite Agreement.
Such unilateral discontinuation of an agreed monetary benefit has adversely affected the financial interests and established service conditions of the contractual employees covered under the Fair Wage Policy.

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4. Violation and Breach of the Tripartite Agreement

We submit that the unilateral discontinuation of Bonus, despite the existence of a specific provision in the Tripartite Agreement, constitutes a serious dispute regarding the implementation and observance of the agreed terms and conditions.

The Management cannot unilaterally withdraw or modify an agreed benefit without complying with the applicable provisions of law and the terms governing the agreement. The Union therefore contends that the discontinuation of Bonus amounts to a breach of the Tripartite Agreement and warrants examination under the relevant provisions of the **Industrial Disputes Act, 1947, including Section 29, wherever legally applicable**, concerning breach of a binding settlement or award. The action of the Management has also created dissatisfaction, financial hardship and industrial unrest among the affected contractual employees.

5. Earlier Representation to ONGC Management

It is further submitted that our Union had already taken up the matter with ONGC Management through our earlier representation:
Union Letter No.: ONGC/KS/075/2026
Dated:11/08/2026

Through the said representation, the Union requested ONGC Management to honour the Tripartite Agreement and arrange for the payment of the outstanding Bonus for the financial year 2025–2026.
However, the grievance remains unresolved, and the eligible contractual employees have not received the Bonus payable under the agreed Fair Wage Policy. The continued non-payment has compelled our Union to approach your esteemed authority for appropriate intervention and resolution of the Industrial Dispute.

Considering the facts and circumstances stated above, we respectfully request your esteemed authority to:

1. **Admit and take cognizance of the present Industrial Dispute** concerning the non-implementation and alleged breach of the Tripartite Agreement under ONGC's Fair Wage Policy.
2. **Issue appropriate notices to ONGC Management**, the ED Chief - HR Services, ONGC-WOU, Mumbai.
3. **Initiate appropriate conciliation proceedings** under the applicable industrial-disputes legislation and call upon the concerned parties to resolve the dispute.
4. **Direct the attention of ONGC Management to its obligations under the Tripartite Agreement** and seek immediate restoration of the agreed Bonus benefit to all eligible contractual employees covered under the Fair Wage Policy.
5. **Facilitate payment of the outstanding Bonus at the agreed minimum rate of 8.33%**, calculated in accordance with Clause IV, Page No. 8 of the Tripartite Agreement, for the financial year 1st April 2025 to 31st March 2026.
6. **Examine the alleged breach of the Tripartite Agreement under Section 29 of the Industrial Disputes Act, 1947, if applicable**, and consider appropriate action in accordance with law.

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We submit that the Tripartite Agreement was concluded in the presence of the Central Labour Authorities with the objective of maintaining harmonious industrial relations and protecting the legitimate interests of contractual employees.
Any unilateral departure from its agreed provisions undermines the very purpose of the agreement and adversely affects industrial peace and mutual trust between ONGC Management and the trade unions.

We therefore earnestly request your esteemed authority to **intervene in the matter on priority, initiate appropriate proceedings, and facilitate the immediate payment of the outstanding Bonus to all eligible contractual employees**, in accordance with the Tripartite Agreement and applicable law.
We shall be grateful for your timely intervention and necessary action in the interest of justice, fairness and harmonious industrial relations.

Thanking You,
Yours faithfully,

(Pardeep Mayekar)
General Secretary

Copy To:

1. ED Chief – HR Services, ONGC-WOU, NBP Gr.Hts, BKC, Bandra (E), Mum.- 51
2. GGM – Head HR, ONGC-WOU, NBP Gr. Hts, BKC, Bandra (E), Mum.- 51
3. GM, I/c-IR, ONGC-WOU,NBP Gr. Hts,BKC,Bandra (E), Mum.- 51

File No. B.8(19)/2012 B.I
Dated: 19-09-2016 1500 hrs

FORM H
(Rule-58)

MEMORANDUM OF SETTLEMENT ARRIVED AT UNDER SECTION 12(3) OF THE INDUSTRIAL DISPUTES ACT, 1947 BEFORE SHRI B.B.BHATNAGAR, CONCILIATION OFFICER & DY.CLC©, AS A RESULT OF AND IN THE COURSE OF CONCILIATION PROCEEDINGS HELD ON 19.09.2016 AND SIGNED BY THE CONTRACTORS, EMPLOYERS OF CONTRACT WORKERS DEPLOYED FOR PERFORMANCE OF CONTRACTS IN ONGC LIMITED, WESTERN OFFSHORE UNIT MUMBAI INCLUDING PANVEL, URAN AND NHAVA, AND CONTRACT WORKERS REPRESENTED THROUGH TRANSPORT & DOCK WORKERS UNION-MUMBAI, ONGC (BOP) KARMACHARI SANGHATANA, PETROLEUM EMPLOYEES UNION, GENERAL EMPLOYEES ASSOCIATION, ONGC GENERAL KAMGAR SANGHATANA AND NHAVA SHEVA PORT & GENERAL WORKERS UNION, AS MENTIONED BELOW OVER CHARTER OF DEMANDS, INCLUDING REVISION OF WAGES AND OTHER SERVICE CONDITIONS OF CONTRACT WORKERS IN WESTERN OFFSHORE UNIT.

Name of Parties present: As per attendance sheets attached.

SHORT RECITAL

1. Transport & Dock Workers Union-Mumbai, ONGC (BOP) Karmachari Sanghatana, Petroleum Employees Union, General Employees Association, ONGC General Kamgar Sanghatana, and Nhava Sheva Port & General Workers Union operating in the establishment of ONGC, Mumbai had raised industrial disputes against the Management of ONGC as Principal Employer and 57 employers (contractors of ONGC) over their charter of 28 demands, including wage revision of contract labourers deployed at ONGC, WOU, Mumbai, Panvel, Nhava and Uran Plant of ONGC, except offshore going contract workers.

2. On receipt of the industrial dispute the matter was seized in conciliation by the then RLC(C), Mumbai and conciliation proceedings were held on various dates. The Conciliation Officer advised the parties to hold bilateral discussions and narrow down the differences.

3. The Unions and contract workers were agitating for early settlement of the dispute. The Dy. Chief Labour Commissioner (Central) initiated further proceedings in the aforesaid industrial dispute and the proceedings were held on 8.10.2015, in which all the parties to the dispute attended. The parties were once again advised to hold deliberations and reach common ground on the contentious issues.

Office of the Dy. Chief Labour Commissioner (C) Govt. of India

iv. Minimum Bonus of 8.33%, as per the wage ceiling for calculation provided under the Payment of Bonus Act, to be extended to the contract workers, even if their wages actually drawn exceed the ceiling limit for coverage under the Act.

v. Group Term Insurance Policy for individual cover/benefit of Rs. 5.00 Lakh from LIC of India;

vi. Group Accidental Insurance for individual cover/benefit of Rs. 5.00 Lakh from any General Insurance Company (GIC), i.e. National Insurance Company Limited, Oriental Insurance Company Limited, United India Insurance Company Limited or New India Assurance Company Limited.

vii. Group Mediclaim Insurance for annual cover of Rs.5.00 lakh, for a family of four of each contract labourer deployed, under 'Family Floater' Scheme, with an annual premium cap of Rs.12,000/- (exclusive of taxes) per contractual worker. This will be in lieu of ESI, where ESI is not notified/extended or the individual draws wages beyond the monthly wage ceiling under ESI;

viii. The above insurance policies shall be implemented with prospective effect.

Office of the Dy. Chief Labour Commissioner (Central) Mumbai
सत्यमेव जयते
Govt. of India

OIL & NATURAL GAS CORPORATION
(W.O.U.) KARMACHARI SANGHATANA

AFFILIATED TO - PETROLIUM & GAS WORKERS' FEDERATION OF INDIA

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Flat No.102, 1st Floor, Acme Hormony-I, Poonam Nagar, Off. JV Link Road, Andheri (E), Mumbai - 400 093.
Website : www.ksmumbai.com

REF. : ONGC/KS/075/2026

DATE : 11/08/2026

To,
The ED Chief – HR Services
ONGC ,WOU,
NBP Green Heights, BKC,
Bandra (East),
Mumbai – 400051.

12/8/26

Subject: Payment of Bonus to the Contract Employees Covered Under the "Fair Wage" Policy in ONGC, WOU.

Respected Sir,
This is with reference to the Tripartite Agreement on **"Fair Wage"** entered into between the unions functioning in **ONGC Western Offshore Unit (WOU) and ONGC Management,** in the presence of the appropriate Labour Authority.

It has been brought to our notice that the bonus for the relevant financial year **(1st April to 31st March)** has not been paid by certain contractors to employees working under them and covered under the Fair Wage Agreement.

We further understand that a clause has been incorporated in the new tender stipulating that employees whose wages exceed **Rs. 21,000/- (Rupees Twenty-One Thousand only)** would not be entitled to bonus. In this regard, we respectfully draw your attention to the provisions of the Tripartite Fair Wage Agreement.

As specifically provided on **Page No. 8, Point No. IV,** the agreement states:

> **"Minimum Bonus of 8.33%, as per the wage ceiling for calculation provided under the Payment of Bonus Act to be extended to the contract worker even if their wage actually drawn exceed the ceiling limit for coverage under the Act."**

A copy of the relevant Page No. 8 of the Tripartite Agreement is enclosed for your ready reference and perusal.

In view of the above provision, it is our understanding that the employees covered under the Fair Wage Agreement are entitled to the **Minimum Bonus of 8.33%** in accordance with the agreed terms, even where their actual wages exceed the statutory eligibility ceiling under the Payment of **Bonus Act.**

Therefore, denial of the agreed bonus to employees covered under the Fair Wage Agreement would be inconsistent with the terms of the Tripartite Agreement and may amount to a breach of the binding settlement/agreement, attracting the applicable provisions of the **Industrial Disputes Act, 1947,** including **Section 29,** wherever applicable.

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We, therefore, request your esteemed authority to kindly intervene in the matter and ensure that the terms and conditions of the **Tripartite Fair Wage Agreement** are duly honoured and that the applicable bonus for the relevant financial year is paid to all eligible contract employees covered under the Fair Wage Agreement, in accordance with its provisions.

We sincerely hope that the matter will be resolved amicably at the management level. However, in the event of non-resolution, the Union shall be constrained to take up the matter before the appropriate Labour Authority, including the **Regional Labour Commissioner (Central),** for appropriate action in accordance with law.

We request your kind intervention and an early resolution of the matter.

Thanking you,
Yours faithfully,

(Pradeep Mayekar)
General Secretary

Encl.: Copy of Page No. 8 of the Tripartite Fair Wage Agreement

Copy to:

1. GGM – Head HR, ONGC, WOU, NBP Gr. Hts, BKC, Bandra (East), Mum –51.
2. GM – I/c IR, ONGC, WOU, NBP Gr. Hts, BKC, Bandra (East), Mum –51.

12/08/26

13/08/26

कार्यकारी निदेशक, प्रमुख कार्मिक संबंध
ED-Chief Employee Relations
ओएनजीसी, दीनदयाल ऊर्जा भवन, वसंत कुंज, नई दिल्ली
ONGC, Deendayal Urja Bhavan, Vasant Kunj, New Delhi

01(08)/04-ER/IR/2024

Date: 28.07.2025

Subject: Revised Fair Wage Policy

Executive Committee (EC) in its 415th Meeting held on 28th May 2012 approved the roll-out of the Fair Wage Policy effective from 01.04.2012. This policy lays down certain non-negotiable payments and facilities to be provided by contractors to their contract labour in specified contracts.

MCoD (Erstwhile EC) in its 662nd Meeting held on 01.07.2025 reviewed the Fair Wage Policy, taking into consideration the enhancement of Minimum Wages over the years, the present business scenario, and the volatile price regime under which ONGC is operating and has decided that Fair Wage Policy benefits should not be extended in the following conditions:

- To any new contract labour engaged in an existing contract after the date of issue of the present instructions, i.e. from 28.07.2025.
- To new contract labours engaged in any new job being outsourced for the first time by way of a new contract being awarded after 28.07.2025. For already floated tenders with Fair wage component, the issue may be dealt with as a post contract issue.

Besides that, the provisions and benefits extended under the Fair Wage Policy have been modified. The revised policy is as follows:

(a) Benefits of the Fair Wage Policy will be extended only to those contract labourers who were receiving benefits under the Fair Wage Policy through contractors on ONGC premises up to 28.07.2025. Any new contract labour deployed by contractors after this date will not be eligible for Fair Wage Policy benefits.

(b) Benefits under the Fair Wage Policy to be extended by contractors to their contract labour deployed by them include:

(i) **Fair Wage:-** Applicable Minimum Wage + 35% of minimum wage as additional wage + Rs. 50/- per working day per worker. Minimum wage rates for "construction or maintenance of roads or building operations, etc." shall be taken as the base wage for calculating incremental increases on account of Fair Wage Benefits.

(ii) Statutory EPF compliance on Fair Wage, up to the monthly wage ceiling as per the EPF & MP Act, 1952.

(iii) Statutory ESI compliance on Fair Wages up to the monthly wage ceiling limit as per the ESI Act, 1948, at applicable rates.

(iv) Statutory Annual Bonus @8.33% in line with the provisions of the Payment of Bonus Act, 1965, as per the applicable salary/wages and limit specified in the Act.

(v) Leave with wages as per statutory provisions only.

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(vi) Group Term Insurance or, if required, Individual Term Insurance Cover of Rs. 7.5 lakhs ensured by the contractor to each contract labour through an IRDAI approved Insurance company.

(vii) Additional Group Accident Insurance of Rs. 7.5 lakhs, or if required, Individual Insurance Cover of Rs. 7.5 lakhs for death due to accident, through an IRDAI approved Insurance company.

(viii) In cases where contract labours are deployed in areas where ESI is not notified/extended or the individual draws wages beyond the monthly wage ceiling under the ESI Act, the contractor shall obtain, at its cost, from any IRDAI approved insurance company, a Group Mediclaim Insurance Cover or, if required, Individual Insurance Cover (Family Floater) of Rs. 5 lakhs for each contract labour engaged for contract execution. The family for which insurance cover (Family Floater) to be obtained shall consist of self, spouse and two dependent children only. The policy will only cover inpatient hospital treatment (IPD) for more than 24 hours.

(ix) Insurance for accident compensation liability under the Employees Compensation Act, 1923, for workers deployed in areas where ESI is not notified/extended or where wages exceed the monthly ESI wage ceiling.

(x) Premiums paid by the contractor to the IRDAI approved Insurance company for the aforementioned policies shall be reimbursed by ONGC to the contractor in addition to contractual payments, based on actuals and upon submission of required documents. Therefore, the cost of these policies need not be factored in during bid submission. All policies shall remain valid for the contract duration. Contractors must submit copies of such policies to ONGC before commencing execution of contract. Any payment from ONGC under the contract will commence only after submission of the required insurance policies. Compliance with the requirement of aforementioned insurance policies is mandatory. Failure or delay by the contractor in obtaining required insurance will be considered a breach of contract, and any resulting liabilities will be the contractor's sole responsibility. ONGC bears no liability for non-performance or failure by the contractor to secure required policy coverage for contract labour exclusively deployed under the contract.

(xi) (a) The contractor shall pay gratuity at the rate admissible under applicable labour laws to eligible workmen upon their superannuation / death/disablement due to accident or disease / separation or on contract completion, whichever is earlier. This payment will be made by the contractor from the Group Gratuity policy obtained for the contract. If there is any deficit between the Group Gratuity policy amount and the legally payable gratuity, the contractor shall cover the deficit. ONGC shall reimburse the contractor for any deficit amount paid. Upon contract completion, the contractor must submit documentary proof of gratuity payment to all eligible workmen. The contractor's Performance Bank Guarantee/Security Deposit will be released only after submission of such proof.

(b) In future contracts, contract labour receiving Fair Wage Policy benefits will have gratuity paid at 15 days' wages per completed year of service in the contract, in line with the Code on Social Security, 2020 and Gratuity will be paid by the contractor on the workman's superannuation / death/disablement due to accident or disease / separation or contract completion, whichever is earlier. Completion of 5 years service is not mandatory for payment of Gratuity. No contract labour shall be deployed or continued beyond the age of superannuation, i.e., 60 years. The contractor shall be fully responsible and liable, at its cost, for gratuity payments to eligible workmen/employees engaged for ONGC contract execution.

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(xii) The contractor shall not engage, employ, or deploy any workman for ONGC contract execution who has raised any industrial or labour dispute - either personally or through a union - claiming regular employment or higher wages in ONGC. However, ONGC shall provide details of workmen exempted from this provision due to orders or directions from labour authorities, Industrial Tribunals, or courts. The contractor shall issue a letter of appointment to each contract labour before deployment, specifying all service conditions including Fair Wage Policy benefits.

(xiii) Uploading the details of contract labour in the SWMS (Secondary Workforce Management System) Portal is a prerequisite for the extension of benefits under the Fair Wage Policy.

The benefits of the Fair Wage Policy will be extended based on the contract labour details uploaded in the SWMS Portal. Therefore, the contractor must upload the details of the deployed contract labour in ONGC's Secondary Workforce Management System (SWMS) and adhere to other compliances as required by the system. The Principal Employers are responsible for ensuring that these requirements are fulfilled.

(xiv) The contractor shall continue engagement of contract labour covered under job security provisions extended earlier by MCoD (erstwhile EC) in its 415th meeting, subject to their willingness. Not all contract labour fall under job security. The list of contract labour covered under job security is available with the Indenter/Industrial Relations Section (HR Department) of ONGC.

Such engagement may be terminated on the following grounds:

(i) On attaining superannuation age, i.e., 60 years.
(ii) If the individual is unfit to work, removal may be undertaken after proper medical check-up and payment of statutory dues.
(iii) On disciplinary grounds, following proper enquiry in accordance with law and principles of natural justice.
(iv) If the individual has abandoned the job or been absent for a prolonged period.
(v) On reduction of company activities or closure of the establishment.

This instruction comes into immediate effect and shall remain applicable until further orders.

Rajanbee 28/07/2025

(Rajan Asthana)
ED-Chief Employee Relations

Distribution:

All Key Executives