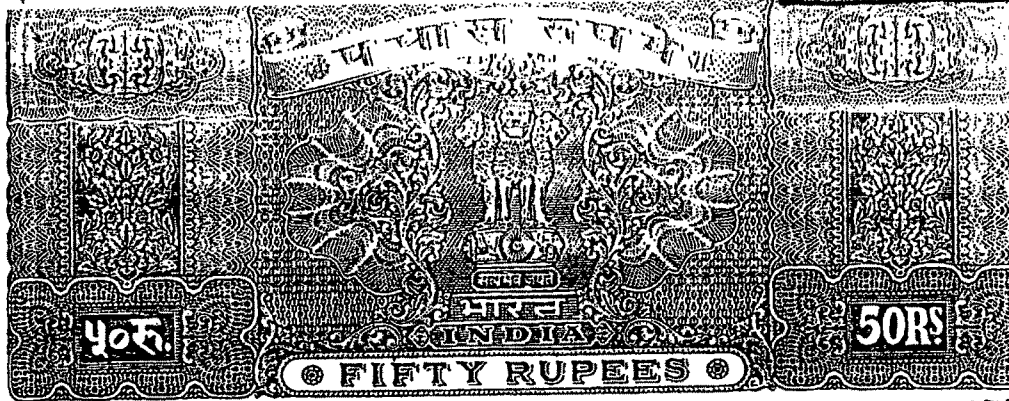


ANNEXURE - B



31 to 10
G E B Baroda
25.12.2003
@16

TRIPARTITE AGREEMENT

TRIPARTITE AGREEMENT BETWEEN THE GOVERNMENT OF GUJARAT, THE GUJARAT ELECTRICITY BOARD AND ALL RECOGNISED UNIONS AND ASSOCIATIONS OF GEB.

This Tripartite agreement entered into at Gandhinagar on this Thirteenth day of October 2003 between the Government of Gujarat represented by the Secretary of Government, Department of Energy & Petrochemicals, Government of Gujarat (hereinafter called the "State Government")

AND

The Gujarat Electricity Board constituted under section-5 of the Electricity (Supply) Act, 1948 represented by its Secretary (hereinafter called "The Board" which expression shall unless repugnant to the context or meaning thereof include its successors and assignees).

Atk
Denand
BSP
Ukarasi
6/10/03

AND

All the recognized Unions and Associations of the employees working in the Gujarat Electricity Board represented by their office bearers shown here in under;

1.	GEB Engineer's Association.	Shri S.R.Sitapara
2.	GEB Supervisory Staff Association	Shri B.N.Doria
3.	Akhil Gujarat Vidyut Kamdar Sangh	Shri B.S.Patel
4.	Gujarat Electricity Employees Union	Shri V.K.Raulji
5.	Gujarat Vidyut Technical Karmachari Mandal.	Shri M.B.Acharya
6.	Gujarat Vidyut Shramik Sangh.	Shri A.S.Patel

WHEREAS;

1. The Government of Gujarat declared its policy in the Legislative Assembly to restructure the Board for purposes of restoring the operational and financial viability to meet with the future demand for sufficient supply of energy and improving the financial position of the Board and successor entities.
2. With a view to reorganizing and rationalizing of the Electricity Industry, Government of Gujarat has enacted Gujarat Electricity Industry (Re-organisation & Regulation) Act, 2003 (Gujarat Act No.24 of 2003). Further with the objective of taking measures conducive to development of Electricity Industry, protecting interests of consumers etc., the Government of India had recently enacted the Electricity Act, 2003 (Act No.36 of 2003).
3. All the recognised Unions and Associations of the Board have expressed apprehensions that their services will be privatized and that there would be adverse effect on their service conditions and retrenchment in the services resulting in loss of employment.
4. The Government of Gujarat and the Board authorities have clearly stated that such apprehensions of the employees are unfounded and have no basis.

Atch. from B.S.P. V. Marali
Bhambhani

5. For purpose of smooth implementation of the policy of restructuring of the Board and consequent absorption of the employees in successor entities as also to clear the apprehensions that are being raised by the various Unions and Associations as mentioned in Clause-3 above, the parties herein mutually agree to lay down the following terms after due deliberations.
6. Now, therefore in consideration of the aforesaid premises the parties hereto have agreed to the following terms:
- i) As a result of reorganization of the Board into one or more Corporate entities, the Government and the Board hereby confirm that there will be no retrenchment of employees on account of restructuring and their status / service conditions will not be inferior to the present position. Any employee rendered surplus through a process of appropriate rationalization with adequate training shall be redeployed after due formalities.
 - ii) The terms and service conditions upon transfer to the Corporate entities shall not be inferior/detrimental to the present terms and conditions under the Board. In fact the endeavour would be to rationalize the terms and conditions to provide for career growth and other welfare measures more beneficial to the employees recognizing that the employees are an essential part of the growth of power sector and its operation in an economic and efficient manner.
 - iii) The existing wage settlement with the Unions/ Associations will be treated as valid even after reorganization till it expires and remains in operation. With regard to pay revision, the present system shall continue with successor entities.
 - iv) The Government and Board/successor entities shall guarantee to both the Pensioners and Family Pensioners, the continuance of payment of pension, family pension, retirement benefit such as gratuity, encashment of leave and the existing benefits. The existing SRCDBF-II shall be continued by the successor entities.

[Handwritten signatures and initials]

[Signature] *[Signature]* *[Signature]* *[Signature]* *[Signature]* *[Signature]* *[Signature]*

[Signature]

- v) All the existing welfare benefits like, HBA, Insurance of HBA, medical reimbursement, medical advance, festival advance, food-grain advance or any other existing advances shall continue.
- vi) The period of the service of the employees under the Board and the successor entities shall be treated as continuous service for the purposes of all service benefits and terminal benefits payable to the employees.
- vii) In respect of all the statutory and other schemes and matter related to employment such as Provident Fund, Gratuity and other superannuation benefits of the employees, the successor entities shall stand substituted for all purposes of rights, powers, and obligations of the Board/entities.
- viii) In so far as terminal benefits of existing employee such as Contributory Provident Fund, Gratuity, SRCDBF(II) are concerned, appropriate arrangements shall be made to ensure that the interests of the employees, are protected. Till arrangements are finalised all such payments shall be made by the Board.
- ix) In case of any subsequent transfer or vesting of ownership of the successor entities not owned or controlled by the Government, the State Government shall ensure the terminal and other benefits are incorporated in the transfer scheme so formulated.
- x) The employees transferred/absorbed to the service of the successor entities shall be deemed to have entered into an agreement/settlement with the successor entities in respect of repayment of loans, advances and other sums due along with interest which remain outstanding from the employees on the effective date.
- xi) All disciplinary cases already finalised and punishments awarded by the Board shall not be reopened, unless permitted by law/rules.
- xii) All the employees shall be transferred provisionally on "As is where is" basis. A committee consisting of Management representatives and one representative of

[Handwritten signatures and initials]

[Signature] *[Signature]* *[Signature]* *[Signature]*

[Signature] *[Signature]* *[Signature]* *[Signature]*

each recognised Unions/Associations shall be constituted for formulating the norms for disposal of representations for permanent absorption. Prior to permanent absorption, a Committee notified for this purpose shall examine the representations of the employees for transfer and permanent absorption among successor entities based on the norms decided by the above Committee.

- xiii) The parties agree that provisions of the Industrial Disputes Act, 1947 and Bombay Industrial Relations Act, 1946 wherever applicable as per the law shall be continued to be governed by the said provisions of the Acts.
- xiv) The existing recognition of the Trade Unions and Associations shall be continued by the successor entities as per the prevailing legal provisions/norms.
- xv) Those who are recruited under the Vidyut Sahayak Scheme for Helpers will be regularised as per the scheme.
- xvi) In the case of any subsequent transfer or vesting of the ownership of the successor entities to persons or entities not owned or controlled by the State Government the dues of employees shall be governed as provided under the provisions of Section 132 of the Electricity Act, 2003.
- xvii) This Agreement shall be binding to the Government of Gujarat, Board/successor entities and recognised Unions/Associations of the Board/successor entities.


Handwritten signatures and initials:
 At the top left, there is a signature that appears to be "A. K. Bhat".
 In the center, there is a signature that appears to be "B. Patel".
 To the right of "B. Patel", there is a signature that appears to be "V. K. Vardani".
 Below "B. Patel", there is a signature that appears to be "D. M. D. D.".
 To the right of "V. K. Vardani", there is a signature that appears to be "C. K. K.".

IN WITNESS WHEREOF the parties hereto have signed this Tripartite Agreement on the day and date written here-in-above.

Representatives of Board and
Government of Gujarat


(I.P. Gautam)
Secretary

Energy & Petrochemicals Deptt.,
Government of Gujarat


(K.D. Chandnani)
Secretary
Gujarat Electricity Board

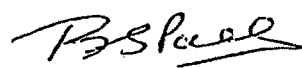
Representatives of Recognised
Unions/Associations


(S.R. Sitapara)

Secretary General
GEB Engineer's Association.


(B.N. Doriya)

General Secretary
GEB Supervisory Staff
Association


(B.S. Patel)

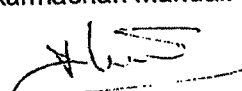
General Secretary
Akhil Gujarat Vidyut Kamdar
Sangh


(V.K. Raulji)

General Secretary
Gujarat Electricity Employees
Union


(M.B. Acharya)

Secretary General
Gujarat Vidyut Technical
Karmachari Mandal.


(A.S. Patel)

Secretary General
Gujarat Vidyut Shramik Sangh