

PETROLEUM EMPLOYEES UNION

Founder : RAJA KULKARNI
President : K. H. DASTOOR

(Regd. No. 1657)

AFFILIATED TO NFPW & INTUC.



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SINCE : 1954

Date: 02.04.2025

To,
The Chairman and Chief Executive Officer
Oil and Natural Gas Corporation
Deendayal Urja Bhavan,
5 Nelson Mandela Marg,
Vasant Kunj, New Delhi -110070.

Notice for strike of the Staff employees of ONGC, WOU on and from 16th April, 2025 to press for the demand for withdrawal by the management of ONGC of its proposed unlawful action to change the duty pattern in offshore from 14 days to 21 days on-off for monsoon period 15.05.2025 to 15.09.2025.

Respected Sir,

1. In accordance with the provisions contained in sub-section (1) of Section 22 of the Industrial Disputes Act, 1947, we give you notice that the staff employees of Oil and Natural Gas Corporation, WOU propose to go on **Strike on and from 16th April, 2025** to press for their demand for immediate withdrawal by the management its proposed action to change the duty pattern of the employees from the 14 days on-off to 21 days on-off as such a serious change in the service conditions of the employees would be unlawful, to the disadvantage and inconvenience of the employees and has created unrest amongst the Offshore employees. It also leads to unsafe working conditions at offshore installations which effecting the occupational health and safety of the employees.

2. As the management in the meeting held on 20.02.2025 held with this Union has almost declared its proposal or decision to change the duty pattern from 14 days on-off to 21 days on-off during the monsoon period from 15th May,2025 to 15th September ,2025 and we apprehend that the management as usual may go ahead with its proposal and put the employees into inconvenience, the staff employees have been left with no other alternative but to strike the work on and from 16th April, 2025 if the management does not withdraw its proposed action in change in the duty pattern and it does not follow the law.

Contd....2/-

: 2 :

3. The Union states that its action of strike in such an event would be fully legal and justified as this Union's demand is well supported by the provisions of law under Industrial Disputes Act, 1947 , the Notification No. S.O. 1658 (E) dated 30.06.2014 issued by the Ministry of Labour and Employment that prevent the management to change the duty pattern so arbitrarily , unlawfully and by use of the force. A copy of the Notification dated 30th June 2014 is enclosed and marked as **Annexure 'A'** to this notice. In this context, we would also like to invite your kind attention to the minutes of the conciliation proceedings held on 26.06.2024 before the Deputy Chief Labour Commissioner (Central), Mumbai in the industrial dispute File No. 8(02)/2024-SI on the similar subject matter wherein the management of ONGC agreed to the submissions made by this Union , but failed and ignored to abide by its assurances given and recorded in minutes of the conciliation proceedings . A copy of the minutes of the conciliation proceedings dated 20.06.2024 is enclosed and marked as **Annexure B** to this notice of strike.

The Union reiterates that its action of strike on and from 16th April,2025 with Black Badges Protest, Site in protest, Gherao to Key Executives, Demonstration, Gate meeting, Dharna Andolan, Relay hunger fast at all installations and work centers of WOU to secure justice to the employees would be fully legal and justified.

In case of inaction of management we would be forced to intensify our agitation programme in larger interest of employees.

Thanking you,

Yours faithfully,



(Santosh J. Patil)
General Secretary

Encl. Annex. 'A' and 'B'

1. The Chief Labour Commissioner- Central
Government of India, New Delhi
Government of India
4th Floor, Jeevan Deep Building,
Parliament Street, New Delhi-110001
Email: clc.gov.in & dyclcndl-mole@nic.in

contd....3/-

2. The Dy. Chief Labour Commissioner – Central
Office of the Deputy Chief Labour Commissioner – Central
Government of India
Ministry of Labour and Employment
Shram Raksha Bhavan, Sion, Mumbai 400 022.
Email : dyclc.mum-mh@nic.in
3. The Regional Labour Commissioner- Central
Office of the Deputy Chief Labour Commissioner – Central
Government of India
Ministry of Labour and Employment
Shram Raksha Bhavan, Sion, Mumbai 400 022.
Email: rlc.mum-mh@nic.in
4. The Asst. Labour Commissioner, Central-I,
Office of the Deputy Chief Labour Commissioner – Central
Government of India
Ministry of Labour and Employment
Shram Raksha Bhavan, Sion, Mumbai 400 022
Email: alc1.mum-mh@nic.in

Copy to :

1. Director (Prodn.) , ONGC, N.Delhi.
2. Director (HR) ONGC, N.Delhi.
3. Director (T&FS) ONGC, N.Delhi.
4. ED(HR) Chief ER, ONGC, N.Delhi
5. ED-WOU, ONGC, Mumbai.
6. ED-CDS, ONGC, 11 High, Mumbai.
7. ED – Asset Manager – MH / B&S / N&H
8. ED – CRO WOU, Mumbai.

Copy for information to :

Ministry of Labour and Employment
Room No.: 120, Shram Shakti Bhawan,
Rafi Marg New Delhi-110001.
minoffice-mole@nic.in
Attn. : Dr. Mansukh Mandaviya, Minister

2/11



भारत का राजपत्र The Gazette of India

असाधारण

EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं. 1388]

नई दिल्ली, मंगलवार, जुलाई 1, 2014/आषाढ़ 10, 1936

No. 1388]

NEW DELHI, TUESDAY, JULY 1, 2014/ASHADHA 10, 1936

श्रम और रोजगार मंत्रालय
अधिसूचना

नई दिल्ली, 30 जून, 2014

का.आ. 1658(अ).—केन्द्रीय सरकार खान अधिनियम, 1952 (1952 का 35) की धारा 83 की उपधारा

(1) के अंतर्गत प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा तेल एवं गैस उद्योगों के अन्वेषण एवं उत्पादन के कार्य में नियोजित व्यक्तियों को खान अधिनियम, 1952 की धारा 28, 30 एवं 35 के उपबंधों से निम्नलिखित शर्तों के अध्यधीन छूट प्रदान करती है:

- (क) किसी व्यक्ति को किसी एक दिन में बारह घंटों से अधिक समय तक नियोजित नहीं किया जाएगा;
- (ख) किसी व्यक्ति को लगातार डब्ल्यूस दिनों से अधिक ममान दिवसों (अर्थात् 21 दिन) के विश्राम अंतराल के साथ नियोजित नहीं किया जाएगा;
- (ग) डब्ल्यूस दिनों के लिए अनियमित पद्धति पर इस प्रकार से नियोजित व्यक्ति को उस अवधि के दौरान मानक आवास एवं कल्याण लाभ अथवा सुविधाएं कार्य स्थल पर अथवा शिविर में उपलब्ध करायी जाएंगी, जैमेकि:-
 - (i) निःशुल्क रहने एवं खाने की व्यवस्था;
 - (ii) निःशुल्क परिवहन सुविधा;
 - (iii) निःशुल्क चिकित्सा, स्वास्थ्य एवं स्वच्छता संबंधी सुविधाएं;
 - (iv) साफ-सफाई;
 - (v) मनोरंजन संबंधी सुविधाएं और
 - (vi) दोनों पक्षों द्वारा लिए गए निर्णय के अनुसार अन्य सुविधाएं;

- (घ) इतीस दिन की 'अनियमित' लचीली कार्य पद्धति कामगारों एवं नियोक्ता संघों के मध्य लिखित समझौते के बाद अपनायी जाएगी;
- (ङ) इस प्रकार से नियोजित व्यक्तियों को ऐसे भत्ते एवं अन्य सुविधाएं जो अधिवेतन अथवा समयोपरि भत्ता की राशि से कम न हों, और जो खान अधिनियम, 1952 की धारा 33 के प्रावधानों अथवा इसके अंतर्गत बनाए गए किसी नियम अथवा विनियम अथवा उपनियमों अथवा उस समय प्रवृत्त अन्य किसी नियम अथवा किमी पंचाट की शर्तों के अंतर्गत अथवा संबिदा के समझौते अथवा सेवा नियमों के अनुसार अनुमेय हों तथा, जो भी कामगारों के हित में हों, प्रदान की जाएगी।

[फा. सं. जेड-16025/09/2011-आईएसएच-II]

ए.सी. पाण्डेय, संयुक्त सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

NOTIFICATION

New Delhi, the 30th June, 2014

S.O. 1658(E).—In exercise of the powers conferred under sub-section (1) of section 83 of the Mines Act, 1952 (35 of 1952), the Central Government hereby exempts the persons employed in exploration and production of oil and gas mines in India from the provision of sections 28, 30 and section 35 of the Mines Act, 1952, subject to the following conditions, namely:—

- (a) the persons shall not be deployed for more than twelve hours on any one day;
- (b) the persons shall not be deployed for more than twenty one days at a stretch with grant of rest interval of the same number of days (i.e. 21 days);
- (c) the persons so deployed for twenty one days "on-and-off" work pattern shall be provided with standard accommodation and welfare amenities or facilities at the work site or camp during the period, such as :-
 - (i) free boarding and lodging;
 - (ii) free transportation facility;
 - (iii) free medical, health and hygiene facilities;
 - (iv) sanitation;
 - (v) recreation facilities; and
 - (vi) any other facilities as decided mutually;
- (d) the flexible pattern of work twenty one days "on-and-off" shall be adopted after written agreements between workers' and employers' organisations;
- (e) the persons so deployed shall be paid such allowances and other facilities amounting to not less than the extra wages or overtime which shall have been payable to them under the provisions of section 33 of the Mines Act, 1952 or any rule or regulation or bye-laws made thereunder or any other law for the time being in force or admissible under the terms of any award or agreement of the contract or rules of the service, whichever is favourable to the workers.

[F. No. Z-16025/09/2011-ISH-II]

A.C. PANDEY, Jt. Secy.

File No. S (02)/2024-SI

Date:- 26.06.2024

Attendance is attached on a separate sheet.

Submission of Petroleum Employees Union (PEU)-

During discussion Union submitted that with due respect to all appeals of HRO and of Chief ER, they have decided to co-operate with management on change in duty pattern from 14 days ON-OFF to 21 days ON-OFF for the period only up to 20.09.2024 (as per order dated 17.05.2024) as onetime measure, to maintain industrial harmony and peace. This is taken on record. Union further submitted that following may kindly be noted that change in service conditions may not be done unilaterally by the management and to be done following due process. It was mutually agreed to the following:

- (i) No penal action shall be initiated on account of early boarding / de-boarding with respect to 21 days ON-OFF duty pattern, against any employee during this period while matter was under conciliation.
- (ii) Grant of financial benefits for extra seven days duty may be taken up with the management.
- (iii) Modalities for settlement of TA bills may be decided with reference 21 days ON-OFF duty pattern may be taken up with the management.

Union further submitted that any further decision in this present dispute will be taken only with the consent of recognised union and wishes to close the present matter if ONGC management agrees.

Submission of ONGC Management on PEUs above submission-

Management reiterated that this change has been done for the safety and well being of employees. Management agree with the above submission of the recognised union (PEU) and requested to close the matter accordingly.

Submission of ONGC (WOU) Karamchari Sanghatana Union -

Union submit that a meeting was organised on 25th June, 2024 by the ONGC Management but our Union ONGC (WOU) Karamchari Sanghatana was not intimated/ called/ Involved for the meeting. Therefore decisions taken in the meeting are not binding on our Union. The detail discussion of meeting held on 25th June, 2024 is shared through these minutes only during today's conciliation i.e. 26.06.2024.

On Behalf of our union we would like to quote the Govt Gazette dated 30.06.2014 issued by Govt of India. No proper procedure as per provisions in labour laws has been followed by the ONGC Management in the present dispute. The order no WOFF/ On-Off / 01 dated 17.05.2024 was unilaterally issued by the then ED-Western Offshore, Shri C. Mathavan without notice of GGM- HRO and GM-I/C, IR. No notice was issued to the unions functioning in western offshore unit (WOU) Mumbai Region under ID Act, 1947, section 9-A neither notice was placed on the notice boards in the premises of ONGC offices.

[Handwritten signature]

8 - 2024

Union further submitted that there is ONGC circular regarding overtime to employees performing duty in offshore that after 14 days duty pattern overtime for 12 hrs plus compensatory off to be provided to employees. The said circular still exists Whereas Govt gazette dated 30/06/2014 is also mentioning that "Person" deployed shall be paid such allowances and other facilities amounting to not less than the extra wages on overtime which shall have been payable to them under the provisions of section 33 of Mines Act, 1952". Also provisions in labour law mentions that maximum benefits should be extended to the workers.

Accordingly, we demand overtime and compensatory off after 14 days duty pattern as per existing ONGC office order.

Following are the requests to be considered by the ONGC Management by their Union ONGC [WOU] Karamchari Sanghatana-

- No such orders should be issued bypassing the registered unions functioning in western offshore union (WOU), Mumbai Region in future.
- Employees in offshore are forced to give Earn leave after 14 days duty pattern and to the employees who are in off period participated in the Union Action programme.
- T.A Bills should be cleared of those who have completed 14 days duty period in offshore or resumed duty after availing 14 days off.
- Memorandum issued to employees working in offshore should be withdrawn.
- No adverse remarks should be noted in PAR of the employees performing duty in offshore and participated in union action programme.

As our Union have mentioned in our earlier letters our union always remain in forefront for the progress of ONGC and same spirit shall be maintained by our union in future also. Our Union further submits that we are not in a opinion for closing the conciliation proceedings.

Submission of ONGC Management on above submissions of Karamchari Sangathana Union

The submissions of Karamchari Sangathana in paras 1 and 2, are not considered appropriate to be deliberated.

Further, in view of the discussions held with Karamchari Sangathana during the conciliation on 26.06.2024 for reaching out a solution in line with the agreement with recognised Union - PEU, we do not agree with the above submissions of Karamchari Sangathana. Any of the requests of Kramchari Sangathana Union cannot be considered except those agreed with recognised Union - PEU.

Any further stretching of conciliation shall not yield any purpose. As such, we do not want to pursue any further and request for closing the matter here.

After prolonged discussion and taking all the submission on record of all the parties following points are revealed-

1. Recognised union that is Petroleum Employees Union (PEU) is agree with the management on mutually agreed 3 terms and requested to close the matter.

