



A STUDY OF THE STRIKE IN THE CALCUTTA  
TRAMWAYS COMPANY LIMITED, CALCUTTA,  
FROM THE POINT OF VIEW OF  
THE CODE OF DISCIPLINE

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Government of India

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## PREFACE

At its meeting held on September 20, 1958, the Central Implementation & Evaluation Committee desired that a tripartite committee should study the strike in the Calcutta Tramways Company Limited from the point of view of the Code of Discipline. This strike began on August 12, 1958 and lasted for 42 days. A committee was accordingly formed with Shri R. L. Mehta, Joint Secretary, Ministry of Labour & Employment as Chairman and six assessors on behalf of central employers' and workers' organisations.

The Committee held several sittings in Calcutta and examined a number of witnesses. Of the six assessors, five agreed with the findings of the Chairman; one has given a separate assessment which is appended to the report. The report was submitted on March 2, 1960.

The Central Implementation & Evaluation Committee considered the report first at its meeting on October 14, 1960, and again on March 1, 1961. At the second meeting the Committee adopted the report but deferred its publication. At its meeting on September 15, 1961, it was decided to publish the report.

This inquiry by a tripartite body is the first of its kind. The previous inquiries under the Code, like the one in the strike in the Premier Automobiles Limited, were by officials only.

One of the main objects of the Code is to create public opinion against unfair labour practices and unwarranted work-stoppages. It is hoped that the publication of the report will serve this purpose.

NEW DELHI,  
*September 20, 1961.*

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## CHAPTER I

### Introductory

At its meeting held on September 20, 1958, the Central Implementation and Evaluation Committee suggested that a tripartite Inquiry Committee should study the Calcutta Tramway workers' strike from the point of view of the Code of Discipline in Industry. It was also proposed that this Committee should comprise :

- (1) Shri R. L. Mehta, I.A.S., Joint Secretary, Ministry of Labour and Employment—*Chairman*.
- (2) Three assessors on behalf of the Central organisations of employees.
- (3) Three assessors on behalf of the Central organisations of employers.

2. After consulting the West Bengal Government the Central organisations of employees and employers were approached to nominate assessors. They sent the following names :—

- (1) Dr. Ranen Sen (All India Trade Union Congress).
- (2) Shri Narayan Das Gupta (Hind Mazdoor Sabha).
- (3) Shri Kali Mukerjee (Indian National Trade Union Congress).
- (4) Hon'ble Shri S. K. Sinha, I.C.S. (Retired) (Employers' Federation of India).
- (5) Shri K. L. Dhandhanian (All India Organisation of Industrial Employers).
- (6) Shri K. K. Kapani (All India Manufacturers' Organisation).

3. At its first meeting the Committee discussed the procedure to be followed during the Inquiry. It was decided that its sittings should be in camera. The parties concerned in the strike would first be asked to submit written statements together with the names of the witnesses they may like to be examined. These statements would be circulated amongst the members of the Committee. Copies of the verbatim record of the evidence adduced would also be sent to the members, who would then send their assessment of the strike, its causes, its justification or otherwise, etc. to the Chairman. On the basis of these assessments, the written statements of the parties and the depositions made by the witnesses, the Chairman would draft a report. This report would be discussed with the assessors before submitting it to the Central Implementation and Evaluation Committee.

4. Accordingly, written statements were obtained from the Calcutta Tramways Company and the following Unions functioning in the Company :

- (1) The Calcutta Tram Mazdoor Panchayat (H.M.S.).
- (2) The Calcutta Tramway Workers' Union (A.I.T.U.C.).
- (3) The Kalkata Tram Karmi Sangha (affiliated to the West Bengal Provincial Congress Committee).
- (4) The Calcutta Tramway Ministerial Staff Association.
- (5) The Calcutta Tramway Employees' Union (I.N.T.U.C.).
- (6) The Calcutta Tram Mazdoor Sabha (I.N.T.U.C.).

5. The Committee examined 44 witnesses some of them twice. Their list is at Appendix I. The evidence runs to about 200 typed pages. They produced 40 documents in support of what they said. These make 195 pages of typed material. All this was circulated to the assessors. In due course they sent their assessments.

6. In preparing this report I have freely drawn upon these assessments. Sometimes I have acknowledged the source. Occasionally I have not, particularly when I agreed with the author and found that he had expressed the common viewpoint better than I could. Wherever I have disagreed with the assessors I have explained why. The responsibility for the conclusions reached in the report, however, is completely mine.

7. Hon'ble Shri S. K. Sinha (Employers' Federation of India), Shri K. L. Dhandhanja (All India Organisation of Industrial Employers) and Shri K. K. Kapani (All India Manufacturers' Organisation) agree with the report. So do Shri Kali Mukerjee (Indian National Trade Union Congress) and Shri Narayan Das Gupta (Hind Mazdoor Sabha). The latter has, however, made three points in his assessment which he has asked me to incorporate in the report, namely:

- (a) merely by going on a strike labour does not violate the Code.
- (b) the Code does not countenance reference of an industrial dispute to adjudication, and
- (c) the Company's refusal to participate in any proceedings beyond the scope of the Industrial Disputes Act, 1947, which, in other words, means refusal to participate in voluntary arbitration, constitutes a breach of the Code. The main objective of the Company was for long to get a rise in its fares for which it had in the past made several unsuccessful attempts and so there are reasons to believe that the strike was not entirely unwelcome to it because it shrewdly felt

that through this impasse it could possibly achieve its long cherished objective.

8. Regarding (a) my understanding of the Code is that a strike can be justified under the Code only if "the existing machinery for settlement of disputes has been utilised with the utmost expedition" before it is launched and due notice has been given [Clauses II (ii) and (iii)]. As for (b) the "existing machinery for settlement of disputes" includes "adjudication". But before recourse is taken to adjudication the Code enjoins on both employers and unions "to settle all differences, disputes and grievances by mutual negotiation, conciliation and voluntary arbitration". [(Clause II (iv))]. It would therefore follow that though by implication the Code prefers voluntary arbitration to adjudication it does not rule out the latter and in fact cannot do so while there is provision for it in the Industrial Disputes Act. As for Company's desire to get fares raised through a strike this question is discussed in Chapter III of the report.

9. Dr. Ranen Sen (All India Trade Union Congress) subscribes only to the first chapter of the report which is introductory. This means that he disagrees with the report in its entirety. His views as set out in the assessment which he sent me are appended at the end of the report.

10. I am grateful to them all for their assistance and co-operation at all stages of the inquiry and the team spirit which they brought to bear upon their difficult and delicate task. Lastly, on their behalf and my own I must express our gratitude to the members of the Joint Committee, the officials of the Calcutta Tramways Company and the representatives of the Unions, for bearing with us while we examined them, sometimes at great length.

## CHAPTER II

### Events

11. The dispute under inquiry can be traced back to March 12, 1958, when a 14-point charter of demands was submitted jointly by three trade unions—the Calcutta Tramway Workers' Union (A.I.T.U.C.), the Calcutta Tramway Mazdoor Panchayat (H.M.S.), and the Calcutta Tram Mazdoor Sabha (I.N.T.U.C.) (Appendix II). These demands included :—

- (1) Minimum basic wage to be increased from Rs. 75 to Rs. 90 for middle class employees and from Rs. 37-8-0 to Rs. 50 for other workers.
- (2) Dearness allowance to be increased to the Bengal Chambers of Commerce rate for middle class employees and 25% increase for other workers.
- (3) Bonus for two months.
- (4) Gratuity at the rate of one month's pay for each completed year of service.
- (5) 8½% provident fund at basic wage and dearness allowance.
- (6) House rent allowance to be increased to Rs. 30 for middle class employees and Rs. 15 for other workers.
- (7) Sickness benefit.
- (8) Constitution of a Service Board.
- (9) Amendment of Standing Orders.
- (10) Supply of Service books to workers, etc.

12. As soon as the comments of the management were received on these demands the matter was taken up in conciliation by the State Labour Department. Conciliation failed. The Company said that it had no objection to a reference of any or all the demands to a tribunal. The Conciliation Officer submitted his report on April 25. Their justification apart, the management contended that the demands involved financial implications of such magnitude that it could not possibly meet them without increasing its revenues.

13. On May 3, the workers went on a lightning strike over the discharge of a conductor for overstaying leave. The Company urged Government to declare this strike illegal. No such action was taken.

14. On May 10, the Agent of the Company met the Chief Minister of West Bengal, who suggested that an *ad hoc* increase of Rs. 5 in wages would meet the case. The Agent explained that this could not be done without an increase in the revenues of the Company. The same day the State Government referred four issues out of the 14 to the Fourth Industrial Tribunal. These were :—

- (1) Revision of basic wages, grades and scales of pay.
- (2) Revision of dearness allowance.
- (3) Increase in house rent allowance.
- (4) Whether all the workmen should be provided with service books by the Company.

15. Regarding the other demands the State Government held that some were outside the purview of the Industrial Disputes Act and others had been recently rejected by tribunals. Nonetheless, conciliation on them all continued. This, however, did not satisfy the Unions and on May 14, there was a token strike in support of their demands and in protest against Government's failure to refer them all to the Tribunal.

16. On May 28, the Unions decided to boycott the adjudication proceedings. On May 29, the State Government explained at length in a letter to the Unions why they did not refer the other demands to the Tribunal. A copy of the letter is at Appendix III. Subsequently, it was agreed to discuss certain issues which the Unions held involved little or no financial implications. These were :—

- (1) Implementation of awards regarding sickness benefits, etc.
- (2) Revision of Standing Orders.
- (3) Review of dismissal and discharge cases.
- (4) Retirement benefits, such as gratuity, provident fund, etc.

17. The attitude of the Company during the discussions was not unhelpful. Regarding sickness benefits the Company accepted, after some discussion, that an injury received while not on duty should ordinarily qualify for sickness benefits. The Company also agreed to revise the standing orders. Regarding review of dismissal and discharge cases the Company was of the view that such cases are constantly under review, and called for information from the Unions on the particular cases they had in mind. A list of 71 cases was submitted but no details were supplied. In a later discussion with the Labour Minister, the Company also agreed in principle to the formation of a body of its workmen as consultative body to draw up a grievance procedure and that a workman answering a charge-sheet may be represented by a fellow worker and that

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the Company would discuss the issues of discharged men direct with the Unions.

18. As for retirement benefits in the form of gratuity, the Company, however, argued that it was not an item which had little or no financial implication. Indeed the Company estimated that a scheme based on this demand was likely to cost about Rs. 14 lakhs per annum. A tribunal had turned down a similar application in 1956 on the ground that the Company's financial position did not warrant the imposition of this additional burden. However, it was agreed that the demand would be communicated to the Board of Directors in London and in fact the Company did so. Regarding provident fund, the Company said that the one which already existed, was adequate.

19. These discussions, however, did not lessen the agitation by the Unions for the acceptance of all their demands. Meanwhile a Joint Committee of Tramway workers representing all the three Unions mentioned above and one independent union, the Tram Mazdoor Sabha, had been formed. On June 20, it led a *morcha* to the State Assembly to press its demands which now included the implementation of past awards, grant of interim relief of Rs. 5 and the setting up of a High Power Commission to examine all these demands. A memorandum in this regard was submitted to the Chief Minister, which is at Appendix IV.

20. June 24 saw another lightning strike of certain employees of the Rajabazar depot as a protest against the discharge of a driver for overstaying leave. A group of strikers attempted to disorganise other tram services by squatting on the lines.

21. On July 5, a notice was given by the Unions to strike from August 12. A copy of the notice is at Appendix V. A few days later, a meeting of the Tramway workers held under the joint auspices of the four Unions endorsed this decision. Towards the end of the month, five trade union leaders—Sarvashri J. N. Mitra (H.M.S.), Nepal Roy (I.N.T.U.C.), Indrajit Gupta (A.I.T.U.C.), Jatin Chakravorty (U.T.U.C.) and Jatin Bhattacharya (Dalhousie Square Co-ordination Committee) issued a press statement asserting that the demands of the workers were reasonable and within the Company's financial capacity. They urged upon the State Government and the management to come to a settlement with the workers on the basis of these demands.

22. In the first week of August, meetings were held reminding workers to strike on August 12, and promising them support. On August 6, Shri Nepal Roy, one of the signatories to the strike call, wrote to the Union Deputy Labour Minister to see that the workers' demands were met and the strike was averted. The demands, he said, numbered about 20 in all. Among these he made specific mention of the constitution of a High

Power Committee to inquire into the financial mismanagement of the Company and accounts manipulation due to which the balance sheet did not reflect the correct position leading to a position that tribunals were rendered helpless in granting better amenities.

23. The Deputy Labour Minister who was camping in Calcutta at that time had an immediate discussion with Shri Nepal Roy and the West Bengal Labour Minister. The latter promised to see that the awards in force were implemented immediately by the Company and other legitimate points in dispute were taken up in conciliation. The Deputy Labour Minister wrote back to Shri Nepal Roy on August 6 to this effect and added that "in case of failure (of conciliation), Government of West Bengal will refer the appropriate issues for adjudication". The services of the Implementation Division of the Central Labour Ministry were also placed at the disposal of the Unions. In conclusion, the Deputy Minister requested Shri Nepal Roy "to advise the members of the Union to withdraw the strike notice and be helpful in creating a favourable atmosphere for the success of the conciliation and establishing happier relations between the management and the workers" (Appendix VI).

24. On August 10, the State Labour Minister announced at a press conference that there were reasonable chances of an amicable settlement provided the workers withdrew their threat of strike and agreed to negotiate. The next day he appealed to workers not to go on strike which had been declared illegal on the ground that some of the demands were pending before the Fourth Industrial Tribunal. The workers' response to this appeal was a mass meeting held the same day at which the decision to go on strike was re-iterated. The same day the Company published notices regarding payment of one month's bonus.

25. On August 12, the strike began as scheduled. Almost all the workers of different categories numbering nearly 10,000 were involved. The next day, August 13, the Executive Manager of the Company, Mr. R. W. Turnbull, issued a press statement in which he referred to the \*Dey Commission which had laid down that additional revenue was necessary to maintain the undertaking effectively and re-iterated his inability to accede to the demands of workers which involved financial liability. He appealed to the workers to discontinue the strike. The State Government also issued a press note on August 13, explaining what they had done to avert the strike (Appendix VII). The Central Joint Committee replied to them both on August 14. Referring to the workers' refusal to accept the settlement of the dispute through a tribunal, the Committee said that it was a long-drawn process and the tribunals could

\* An Enquiry Commission appointed by the West Bengal Government in May 1957 to examine the economics of public bus and tram services and to recommend economically sound fare structures in terms of decimal coinage.

not go beyond the balance-sheets of the Company nor could they investigate the physical stock position of the Company or the charges of locking up its capital. According to the Joint Committee, it was necessary, therefore, to institute a Court of Inquiry and if the Company argued that it did not have enough funds it should not be afraid of a High Power Commission.

26. The same day, August 14, Dr. Ranen Sen (A.I.T.U.C.), Shri Jatin Chakravorty (U.T.U.C.) and Shri J. N. Mitra (H.M.S.) issued a joint statement requesting the State Government not to withhold their efforts at settlement on grounds of "pique or prestige or on technical grounds about the strike being legal or illegal". They assured the State Labour Minister of their co-operation in such efforts. On August 16, five members of the supervisory staff were assaulted by the strikers. The police arrested one person in this connection.

27. On August 18 and 19, the State Labour Minister met the Joint Committee. On the basis of these discussions he sent his suggestions both to the management and the Joint Committee for ending the strike. The suggestions included the holding of a tripartite conference. The Joint Committee rejected the Minister's proposals and on August 22, the Company informed the Government that it would consult the representatives of workers for a settlement only if they resumed work and a suitable fare structure was agreed to.

28. On August 29, some strikers assaulted a senior member of the staff of the Tramways Company.

29. The same day, the Company suggested that the dispute might be referred to the Chief Justice of the Calcutta High Court for arbitration. The Joint Committee, however, rejected this offer. On August 31, the West Bengal Committee of the All India Forward Bloc staged a demonstration outside the residence of the Director of the Tramways Company and presented him a memorandum containing the demands of the tramway workers.

30. On September 6, the representatives of the State Transport Employees' Union and the Motor Transport Workers' Union and the Joint Committee of the workers met and directed all road transport workers to hold meetings and processions and to raise funds in support of the tramway strikers. At a mass rally on September 9, a general strike was threatened if the deadlock was not resolved soon. The same day and the next the Chairman of the Company's Board of Directors, Mr. D. E. Webb, accompanied by two Directors, Sir Percival Griffith and Shri A. L. Poddar met the Chief Minister and assured him of their support to any step under the Industrial Disputes Act to end the deadlock. He, however, made it clear that the Company would not be willing to

co-operate with a Court of Inquiry set up outside the Industrial Disputes Act. Regarding its financial capacity he intimated the company's acceptance of the findings of any impartial Court of Inquiry or arbitration set up under the Act.

31. On September 12, the Company issued a notice that it had decided to increase all fares by one naya paisa per ticket from that day and in return offered the following improvements to workers :—

- (1) Basic pay increase of 5% subject to a minimum of Rs. 5.
- (2) Provident fund at 6½% of minimum wages of basic pay and dearness allowance.
- (3) Retiring benefit of one month's pay for each year's service.
- (4) Medical leave.
- (5) Amendment of Standing Orders.

32. In reply, the Unions' leaders issued a joint statement protesting against the decision of the Company to increase the tram fares and urged Government to take over the Company immediately under Article 31A of the Constitution. In a letter to the Chief Minister, the Chairman of the Company also suggested that "in view of the many political aspects which from time to time arise in connection with the running of the public utility concerns, it might be a propitious moment for your Government to consider taking over the Undertaking". Then followed daily tripartite conferences when both Government and the Unions refused to agree to any increase in fares. On September 17, there was an announcement by the Directors of the Company that the one naya paisa increase had been postponed till November 30 pending an examination of the issues in the meantime by an independent tribunal. The management agreed to concede immediately such other demands as medical leave, modification of standing orders and *ex-gratia* gratuity to those who would retire by November 30. The Joint Committee, thereafter, opened further negotiations with the Company. On September 21, there were prolonged discussions with the Chief Minister. A formula was worked out which met with the wishes of the Joint Committee. A tribunal under the Industrial Disputes Act called Special Tribunal was to be appointed to go into the dispute. Its terms of reference were agreed to and the Government accepted to abide by its decision. The next day the strike ended and work was resumed on September 23.

33. On October 11, the State Government constituted this Tribunal with Shri G. N. Das, a retired High Court Judge assisted by an assessor, Shri S. M. Banerjee, I.A.A.S. (Retired) as Special Financial Adviser. The four issues referred earlier to the Fourth Industrial Tribunal were withdrawn under Section 33B of the Industrial Disputes Act and all issues

outstanding between the Company and its employees including the Company's proposal to raise the fare by one naya paisa on all tickets, were referred to this Special Tribunal under Section 7A. Thus the Special Tribunal was asked to decide :

- (1) Whether the workers should be given any benefit in the shape of
  - (a) improved grades or scales of pay;
  - (b) dearness allowance :
  - (c) house rent allowance;

in addition to a 5% increase in basic wage subject to a minimum of Rs. 5 which the Company promised to give to workers on September 12.

(2) Whether the increased benefit on retirement should be given in the shape of contribution to the provident fund on the basis of total emoluments and not on the basis of basic wages only as at present, or in the shape of a retiring gratuity.

(3) Whether the Company's present resources were adequate to maintain its assets properly to meet its statutory liabilities under the Calcutta Tramways Act 1951, as well as to meet the additional liability which might devolve on the Company for the purpose of granting increased emoluments to workers in accordance with the decisions in issues (1) and (2). If not, whether the proposal to increase the existing fares by one naya paisa should be given effect to.

34. On March 11, 1959, an interim award of Rs. 5 per mensem was made. The Company made an application to the High Court under Article 226 of the Constitution of India and on June 15, 1959, the High Court set aside this award and directed further hearing of the proceedings by the Special Tribunal. In this connection the High Court observed "that the Company had agreed to this increase subject only to the question of having sufficient resources to pay the sum, after maintaining its assets and meeting its statutory liabilities and if not, then subject to an increase of one naya paisa in the fare". It also observed that in so far as such increase in the shape of

- (a) improved grades or scales of pay;
- (b) dearness allowance, and
- (c) house rent allowance

is concerned, the Special Tribunal will also have to apply the tests laid down in respect of such matters by the Industrial Tribunals.

35. The Special Tribunal gave due consideration to these instructions and announced its award in October, 1959. The award says :

- "(i) the workers must be given 5% increase in basic wages subject to a minimum of Rs. 5.

- (ii) the increased benefit on retirement should be in the shape of a retiring gratuity of half a month's pay (basic wage) for every completed year of service in case of retirement and/or resignation (55 years or over) and retirement on medical grounds and/or death".

36. The Tribunal rejected all other demands *e.g.*, improved grades, increased dearness allowance, higher house rent allowance, etc. As for the Company's resources it came to the conclusion "that the present resources of the Company are not adequate for maintaining its assets properly and for meeting its statutory liabilities under the Tramways Act, 1951, and the additional liability imposed by this Award". On this finding of facts the direction of the High Court was that the Tribunal "must hold that the proposal to increase the existing fares by one naya paisa must be given effect to unless there exists in the opinion of the Tribunal a sufficient objection to such an increase."

37. The only observation that the Tribunal made in this connection was that "though issue No. 3\* is a valid issue to the extent indicated in the judgment of the High Court, Section 3(2) of the Calcutta Tramways Act, 1951, makes it mandatory on the Advisory Committee to consider all questions of the fare schedule of the services carried on by the Company and it is desirable that instead of the answer to the limited issue referred to the Tribunal the whole question should be examined in its entirety."

38. The award came into force from October 1, 1959. On November 2, 1959, the Company raised its fares by one naya paisa; the price of monthly tickets was also increased correspondingly.

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\* Issue No. 3 : "Whether the present resources of the Company are adequate for maintaining its assets properly and for meeting its statutory liabilities under the Calcutta Tramways Act, 1951, as well as for meeting the additional liability which may 'devolve' on the Company for the purpose of granting increased emoluments to the workers in accordance with the decisions on issues 1 & 2; if not, whether the proposal to increase the existing fares by one naya paisa should be given effect to."

## CHAPTER III

### Code of Discipline

39. The chronicle of events in the previous chapter is, by and large, without comments. The purpose was only to give an account of the circumstances leading to the strike and the part played by the trade union leaders, the management and the State Government before and during the strike. In this chapter an attempt is made to view these events in the light of the Code of Discipline.

40. A big strike like that of the tramway workers which lasted for 42 days and involved nearly 10,000 men is seldom so simple that on analysis it can be attributed to a single cause or a single party. Generally it is the culmination of many influences, many strains and stresses from various quarters, some accidental, others deliberate, some immediate, others of long standing. To assess the responsibility for the breaches of the Code of Discipline it is essential that we study these influences, these forces for good or for evil. Their inter-play was brought home to the Committee by many witnesses who appeared before it both on behalf of the Unions as well as the management. Perhaps the best way to understand them is to consider them as they were presented by the two main protagonists in this episode—the Unions and the management.

41. The Union alleged that:—

- (1) The Company's attitude towards the workers and their demands had always been unsympathetic and legalistic. Its attempts to mix up the issue of rise in fares with the demands of the workers was deliberate and meant to make the workers bear the brunt of public wrath which they feared would be unleashed as soon as the fares went up.
- (2) The Company had not provided an adequate machinery for collective bargaining with the result that all disputes had to go to adjudication, generally after a strike.
- (3) The Company had refused to recognise the majority union.
- (4) On one pretext or the other the Company delayed implementing awards.
- (5) The Company did not recognise the Code of Discipline and had not displayed it in its offices.

- (6) Its Standing Orders did not differentiate between major and minor misdemeanours as required by the Code.
- (7) Its refusal to supply service record books to workers was an unfair labour practice.
- (8) Lastly, by various acts of omission and commission, the Company deliberately forced the workers to go on strike so that in the confusion it could raise fares.

So ran the charges of workers against the management of the Calcutta Tramways Company.

42. The Company on its part made out that :

- (1) The workers had developed an agitational attitude and were in the habit of re-agitating demands on which tribunals had only recently given decisions.
- (2) In the settlement of disputes, workers adopted unconstitutional methods and on the slightest provocation, real or imaginary, they went on strike in contravention of Clause II (ii) of the Code.
- (3) During the last strike there were many cases of assault, intimidation and coercion.

43. Finally, both the Company and the Unions made allegations against the West Bengal Government. The Company complained that Government took no action against the Unions for their lightning strikes on May 3, May 14 and June 24 and the big strike which began on August 12 though they were all illegal and against the Code of Discipline. The Unions, particularly the Calcutta Tramway Workers Union alleged that the reference by Government to adjudication of only four issues, by its suddenness and exclusion of other important matters in the dispute was anti-labour and made with *mala fide* intentions.

44. These complaints and counter-complaints are examined below *seriatim*.

#### Allegations against the Company

45. To the charge of lack of sympathy towards the workers, the officers of the Company in their evidence before the Committee replied that this impression had been created mainly because of the Company's inability to meet the workers' demands, some of which were genuine, without increasing its revenues. They admitted that necessarily there was no connection between the workers' demands and increase in fares but added that it was long before the Charter of Demands was presented to them that the Board of Directors in London had decided to send the Chairman



and another Director to Calcutta in September, 1958 with a view to adjusting the schedule of fares to the present-day costs. The Charter of Demands in the meantime, they regretted, had created an unfounded impression that the proposal to increase fares had been linked up with the demands of the workers. Yet, the officers of the Company stressed, money had to be found to meet the Company's commitments. Some of these commitments are laid down in the Fourth Schedule to the Calcutta Tramways Act, 1951, which prescribes, in order of priority, how the funds of the Company are to be applied during the period of 21 years, from 1951 to 1972, at the end of which or thereafter the Company would be purchased by the West Bengal Government at a price of £3½ million for which a special reserve is to be set up. These commitments which include expenses of managing, maintaining and working the undertaking, paying of Indian and U.K. taxes payable by the Company, setting aside in each accounting year in a Renewals and Replacement Reserve Account £80,000 sterling and placing to Shareholders' Account £87,457 each year, argued the Company's officers, left little with which to consider the workers' demands for increase in wages and other amenities without increasing fares. That is why, the Company's officers explained, the Company endeavoured in July 1953 to raise fares by one pice per ticket. The additional funds thus collected were also meant to provide for a long-term programme of re-equipment and modernisation. The fare increase, it was stated, was approved by Government originally but as it was met by civil commotion and a strike, Government withdrew their support and referred the matter to adjudication. The loss of revenue to the Company caused by this strike was Rs. 15½ lakhs. Though the findings of the Tribunal were not published, in May 1957 Government appointed a Commission (popularly known as Dey Commission) to examine the economics of the Company and recommend a sound fare structure. The Commission estimated that a sum of £9,61,000 was required over a period of 6 years as the cost of renewals, replacements, re-alignment and new construction, including the heavy backlog of renewals and replacements. The Commission reckoned that the additional revenue to be provided for the Company to enable it to implement the full programme of renewals and replacements, including the heavy backlog on that account would be £75,000 or Rs. 10 lakhs over a period of 6 years. The calculations on which this estimate of additional revenue required is based are set out in Chapter 4 of the Dey Commission Report (paragraphs 25 to 28) and are summarised below:

- (1) Total amount required is £9,61,000.
- (2) Present allocation from revenue for renewals and replacements is £80,000. Normal requirements amount to £15,000 a year. Therefore there should be available £65,000 a year = £3,90,000 over 6 years towards the cost of the £9,61,000.

programme. Deducting that from £ 9,61,000, the balance required is £ 5,71,000.

- (3) There should be a saving of £ 20,000 per annum = £ 1,20,000 over 6 years in the cost of repairs and maintenance consequent on higher expenditure on renewals and replacements, for reasons given in paragraph 26 of the Dey Report.
- (4) Deducting £ 1,20,000 from £ 5,71,000, the balance to be provided is £ 4,51,000. This calls for additional revenue of £ 75,000 or Rs. 10 lakhs a year over a period of 6 years, to be raised by the proposed fare increase of one naya paisa.

46. It is obvious that the Commission did not contemplate any further increase in monetary benefits to the workers. It, therefore, follows that the Company could not consider sympathetically the workers' demands involving financial commitments without asking for a fare increase, if any reliance is to be placed on the Commission's findings. In the light of these facts, it would, therefore, not be correct to say that the Company's intention to raise fares at this juncture was to turn the wrath of the public from itself to the workers. In fact, it would appear that the Company had no desire to make the settlement of the dispute dependent on an increase in fares but circumstances forced it to take a decision which perhaps could be interpreted that way. That the demands of the workers involved large financial commitments cannot be gain-said. Similarly, it cannot be controverted that the cost of maintenance and improvement of service had risen steeply since the fares were last fixed. And finally, it must not be forgotten that fares are the main source of the Company's revenues. In the circumstances, the raise in fares was inevitable, if more financial commitments were to be undertaken. That Government also agreed with this view is indicated by the appointment of the Dey Commission as well as by the fact that during the negotiations Government refrained from expressing any contrary view. All they said was that a wiser course would be to keep the question of fares outside the scope of the strike. This is an understandable view though, according to the Company, not realistic. The award of the Special Tribunal shows that the Company was right in the stand it took and that the workers' insistence that their demands should be met without any increase in fares was unjustified. In this connection, it is relevant to mention that the dividend having been limited by law, there is no chance for the management to appropriate any portion of the increased revenue in the shape of profit. Whatever additional earnings accrue from fare increase will have to be spent for the welfare of the workers and amenities to passengers.

47. On the question of back-log of expenditure on account of replacement and renewal the Special Tribunal had the following remarks to make :

"That there is an admittedly considerable back-log of expenditure on account of replacements and renewals is an admitted fact

and has not been questioned by any side. This shows that the contractual and statutory liability of maintaining the working in a proper running condition which is a first charge on the revenues of the company in the list of priorities is not being fulfilled nor is the other liability of proper replacement and renewal being satisfactorily discharged. A larger expenditure on renewals will naturally pave the way for a lower level of expenditure on maintenance. There is no dispute about the fact that the fixed assets of the company, *viz.*, track, cars, overhead cable, etc., should be kept in a proper state of maintenance and repairs. The balance of the credit of Renewals and Replacements Account was at the end of 1956, £ 334,622 which dwindled to £ 292,763 at the end of 1957.

“Such a situation was, however, entirely the creation of the Company themselves in 1947 since when they used up as much as £ 700,000 out of the General Reserve and Renewal Fund (mostly composed of the latter) on new expenditure on expansion of the undertaking, leaving in the raided Replacement and Renewal Fund no more than £ 198,000. The extent to which reliance was placed on this newly-created capital Reserve for new block expenditure would appear from the fact that during the eight years 1947 to 1956 the debenture capital has fallen from £ 569,000 to £ 494,000 and the investment portfolio of the Company during these years has shrunk from £ 47,000 to £ 26,000 only. To the extent the new expenditure on block was in excess of the General Reserve part of the combined General Reserve and Renewal Fund, the diversion was perhaps financially debatable and has created the problem of today.”

48. The second charge that the Company had not provided an adequate machinery for collective bargaining with the result that all disputes had to be referred to adjudication, generally after a strike, is largely true. From 1944 to 1956, there were as many as eight references to adjudication, each time after a strike. In the absence of a machinery for settling day-to-day grievances promptly and with the minimum of red tape, harmonious working and co-operation are not likely to be obtained. The Committee was informed by Mr. Turnbull that there was a Works Committee for the engineering workshop at Nonapukur and another at Tollygunj but none at Kidderpore. He was apparently under the wrong impression that Works Committees are intended to be set up for the factory staff only. Section 3 of the Industrial Disputes Act read with Section 2(j) would seem to indicate that it is necessary to have a Works Committee in each

depot. Mr. Turnbull's fears that a Works Committee would be monopolised by the Workers' Union and become virtually a sub-committee of that Union is groundless if Works Committees are organised and run properly. In any case it is necessary to secure representation for workers for their grievances through some sort of joint committees of representatives of employers and workers or strained relations must ensue. A grievance procedure as required by the Code of Discipline too has not yet been evolved. In its absence small irritations are bound to have a cumulatively deleterious effect on industrial relations. The Code apart, it is the duty of the employer to do his utmost to redress the grievances of his workers with the utmost expedition. In the last analysis a management gets labour relations it deserves.

49. The question of recognition of the majority Union is linked up with provision of an adequate machinery for collective bargaining. While recognition confers on a union a status and some privileges, it simultaneously requires of it to conform to a code of behaviour and undertake certain duties and obligations. Thus it is that formal recognition helps promote cordial relations between the management and its workmen. The Calcutta Tramway Workers' Union (A.I.T.U.C.) claims a membership of 8,000 out of the total labour force of 10,000. It was recognised till 1949 when recognition was withdrawn as a result of a case of assault. The Agent of the Company stated in his evidence that the question of recognition cropped up again a few years ago but could not be settled as all the Union leaders were not employees of the Company and the management did not consider it desirable to discuss the Company's affairs with outsiders. The Agent also stated that the management do, in fact, meet members of various Unions regularly across a table and have discussions with those who are employees. This is obviously not enough. The failure of the Company to recognise the Union or the Unions which represent majority of workers in various categories is a breach of the Code and has created frustration and bitterness among the workers and hostility towards the management amongst their leaders and increased their sense of irresponsibility.

50. It is not as if the management do not understand the advantages of recognition. During the Inquiry the Committee found that the management had made a last minute effort to avert the strike by hurriedly trying to confer some sort of recognition on the Tramway Workers' Union (A.I.T.U.C.). On July 25, the Agent recommended to his Advisory Committee to recognise this Union. The Advisory Committee readily accepted the suggestion. Within a fortnight furniture was purchased and put at the disposal of the Union to enable it to collect subscription from the workers. Probably the Company did not realise that

threshold. The existence of widespread illiteracy, particularly in the rural areas, is also a factor which seriously inhibits the gearing of old fashioned methods of accounting to a complex tax structure. The business community is not yet equipped to comply with the requirements of a complex tax system. Taking all these factors into account and also keeping in view the demand of the interests concerned, whose co-operation for the smooth administration of the tax system is most essential, the Committee in formulating its proposals for a composite system has suggested that 69 articles or classes of goods, as shown in List I appearing at the end of this Chapter, be taxed at the first stage of sale alone, all subsequent transactions being exempted from the tax on the furnishing of suitable certificates, and that 20 items as shown in List II, also appearing at the end of this Chapter, should be taxed at the last stage alone, so that in all 89 articles or classes of goods, are subjected to a levy at a single stage. In this context, where goods pass through a chain of dealers including one or more licensed dealers and a registered dealer, the last stage should be taken to mean the sale by the last of such licensed dealers. The first 13 items in List III appearing at the end of this Chapter, and all other goods are recommended by us for taxation in the following manner :—

(i) in respect of goods not required by manufacturers and processors there will be three types of taxes the "Sales Tax", which will be paid at the first stage, that is by the manufacturer or other producer and importer, a "General Sales Tax" which will be paid at the last wholesale or semi-wholesale stage, and the "Retailers' Turnover Tax" which will be paid on the turnover of his sales by a retailer who has purchased the goods from the manufacturer, importer, wholesaler or semi-wholesaler, as the case may be ;

(ii) goods required by manufacturers as raw and processing or packing materials other than basic raw materials mentioned in List II, should be purchasable free of all taxes against a "Recognition" granted to manufacturers and processors.

The "General Sales Tax" will be uniformly at a flat rate of 2 per cent. 3.10  
 but the "Sales Tax" will vary from 3 per cent. to 8 per cent. depending on the comparatively more or less essential nature of the goods. The "Retailers' Turnover Tax" which the retailer will pay on his total turnover of sales of taxable goods will be 25 per cent. of the retail sale price whether he sells the goods to another registered or unregistered dealer or to a consumer. Where a licensed dealer sells goods directly to a consumer the "General Sales Tax" payable by him will remain only 2 per cent.

A brief explanation of the above proposals will not be out of place. 3.11  
 In selecting items for taxation at the first point alone we have given due consideration to factors such as the comparatively smaller number of stages through which these goods pass to the ultimate consumer, the comparatively high level of organisation of their products and the ease with which both producer and product can be identified and also the fact that they are distributed through known and well established

Company realised this and in its meeting of January 25, 1958, expressed the opinion that the Company's views in this regard must be modified.

54. Thus in the matter of the grant of medical leave and sickness benefits the Company's attitude has been legalistic, dilatory and unsympathetic and this has no doubt contributed its share towards embittering relations between the management and the workers.

54. Thus in the matter of the grant of medical leave and sickness Inquiry that the Company had not displayed copies of the Code of Discipline in its offices as required by Clause III (iv) of the Code. It is hoped that by now the Company has set right this technical infringement of the Code. Printed copies of the Code in Bengali and Hindi are available with the Ministry of Labour and Employment and can be supplied on request for putting up in the offices of the Company and distribution among its workers. It is also true that the Standing Orders of the Company do not distinguish between major and minor misdemeanours as enjoined by Clause III (v) of the Code which says that "Management agree to distinguish between actions justifying immediate discharge and those where discharge must be preceded by a warning reprimand, suspension or some other form of disciplinary action and to arrange that all such disciplinary action should be subject to an appeal through normal grievance procedure".

56. As for the request of the Unions for the issue of a copy of service book to each employee, there should be no objection. Rejection of this simple demand will only confirm the workers' suspicion that the service records maintained by the Labour Officer's Department are not always correct.

57. A finding on the last allegation that it was the Company and not the Unions which wanted the strike and that the management deliberately brought it about by various acts of omission and commission will be easier towards the end of the chapter than here.

58. In sum it may be said that the Company infringed the Code in not evolving a grievance procedure or setting up Works Committees at each depot and in not providing an adequate machinery for collective bargaining. By not conferring formal recognition on the majority Union it committed another breach of the Code, which was brought into sharp

accepted as valid for the purpose of granting such medical benefits as declared admissible by the Award. In the face of this Award, therefore, Management's insistence on certificates from only such medical practitioners as are approved by the Company, is not justified. Government expect that the Management will in future act in accordance with the spirit of the latest Award."

Letter No. 3211(5)I.R./IR/AI—10(A)/58 of August 1, 1958.]

relief by the last minute attempt of the Company to drive a wedge in the ranks of the Joint Council by offering the majority Union some of the facilities due to a recognised union. The delay in implementing the Award on medical benefits caused by avoidable references to Tribunals on minor matters of interpretation was another infringement of the Code. Such delays and lack of sympathy are major causes of industrial unrest as they make workers suspicious of the *bona fides* of the employer. The famous saying of Coleridge, "Persons are not things", is relevant in this connection. Similarly, it does not help to improve discipline if major and minor misdemeanours are not distinguished in the Standing Orders. To reassure workers that their service records, maintained by the Company, are correct the Company should have agreed to issue to workers copies of service books. Finally, the Company committed a technical breach of the Code by not displaying it in its offices. But the Company was justified in insisting that before it considered the workers' demands involving financial commitments the fares should be raised. And this was one of the main issues in the dispute.

#### Allegations against the Unions

59. In support of its contention that the attitude of the workers had throughout been agitational, the Company cited various examples. It said that even though the claim for gratuity had been rejected by a tribunal in 1948, it was re-agitated in 1956. It was rejected again. The ground for rejection on both the occasions was the Company's inability to pay. The tram fares not having increased in the meantime the Company's position had not improved in 1958 and yet the claim for gratuity was brought up and included in the Charter of Demands presented to the Company in March, 1958. What is more, it was insisted that this demand should be conceded without raising fares. The State Government, however, did not consider this demand important enough to be included among the items referred by them to the Fourth Industrial Tribunal in May, 1958. Later, however, it was included in the terms of reference of the Special Tribunal but so was the Company's proposal to increase fares by one naya paisa. And the Company's stand all along was that it could consider the claim for gratuity provided it was allowed to add to its revenues by putting up fares. When the Special Tribunal allowed that the increased benefits on retirement should be in the shape of retiring gratuity it also allowed the Company to increase fares. The demand of the workers that they be granted gratuity without the Company being allowed to increase its resources was obviously unreasonable and a sustained agitation on this issue had an unsettling effect on the workers and labour-management relations. Such an agitation is against the spirit of the Code [Clause IV (vii)].

60. As to the unconstitutional methods adopted by the workers for the settlement of disputes the Company stated that before they went on their marathon strike on August 12, the workers suddenly left their jobs on May 3, on May 14 and on June 24 even though the Calcutta Tramway Company is a public utility concern. Even if there was no machinery for collective bargaining within the Company, there was the State conciliation organisation which should have been approached by workers before they decided to take direct action. The Code condemns such strikes unequivocally and the Unions cannot escape their responsibility by dubbing these lightning work stoppages as 'spontaneous' strikes, meaning thereby that the workers struck work of their own volition without any encouragement from the Union leaders and in spite of their exhortations to the contrary. The onus of proof that a particular strike was without the knowledge of or against the directions of a union is on the union concerned and in all such cases the union must condemn the workers in public so that responsibility for the strike may be fixed where it belongs. Otherwise every union bringing about a strike will escape responsibility for it by saying that it was 'spontaneous'. In the present case neither the Unions involved nor the Joint Committee claimed in the course of their evidence before us that these strikes took them by surprise or that they were launched in defiance of their directives. The Unions therefore must be regarded as responsible for these strikes which were illegal and in contravention of Clauses II (ii) and II (iv) of the Code of Discipline. No reference was made to the conciliation machinery of the State Government to resolve the issues in dispute.

61. The strikes on May 3 and June 24 were both over the discharge of a worker for overstaying leave. These two occasions were not the only times when employees had been discharged for overstaying leave. The Company's practice is that before a worker goes on leave he is given a notice in writing that overstay would entail summary dismissal. According to the Company overstay upsets the leave programme of others and creates operational difficulties in the service. The conductor whose discharge was responsible for the May 3 strike was a habitual offender. This was the seventh time he had overstayed. He was discharged on April 22. He applied for re-consideration on April 26. The management received his application on April 28. On May 1, it informed the conductor to call on the Traffic Manager. Instead of his doing so, his union staged a lightning strike demanding his immediate re-instatement. The story of the June 24-strike is *mutatis mutandis* the same. The strike of May 14 was merely to demonstrate strength in support of demands. The Code does not countenance such work stoppages—sudden and on insufficient grounds.

62. The Unions' refusal to take part in the proceedings of the Tribunal appointed by the State Government was an equally serious breach of the



Code\* In fact this refusal was contrary to the very principle underlying the Code of abiding by a given process of law. The contention of the Union leaders that a restricted reference to the Tribunal made by the State Government was in defiance of the conciliation proceedings being conducted by the Chief Minister of the State at that time is dealt with later in this chapter.

63. Coming now to the main strike which began on August 12 and lasted for 42 days, the Government of West Bengal warned the Unions by a letter on August 1 that "the proposed strike of which notices have already been served will . . . . be clearly illegal for the same reason *viz.* that a Tribunal is now in session". In this letter Government also brought to the notice of the Unions "that a strike in this important public utility concern will cause widespread dislocation in the life and business of this city and immense inconvenience and hardship to the public in general", and appealed to the Unions to change their "attitude and course of action . . . in the interests of amicable settlement and expeditious action in the matter of removing such of the grievances of the workmen as may prove genuine".

64. The warning and the appeal contained in this letter were unheeded. So was the advice given on August 6 by the Union Deputy Labour Minister referred to in the previous chapter. In the course of a discussion with the Deputy Labour Minister, Shri Nepal Roy, the Chairman of the Joint Committee had promised that if an appropriate letter was given to him assuring conciliation with regard to the points which had not been referred to adjudication earlier and about the action to be taken regarding non-implementation of some of the items in the previous awards by the Tramway Company, he would withdraw the strike notice. The letter which the Deputy Labour Minister sent him gave assurances on all these points after consulting the State Labour Minister. The Deputy Labour Minister also offered the services of the Implementation Machinery of the Centre to bring about an amicable settlement. Shri Nepal Roy

\* The State Government's comments on this are as follows,—

"Government have also to comment on the attitude and the course of action adopted by the Unions in the dispute. Such attitude and course of action has been highly improper, against the law of the land and least conducive not only to good relations with the management but also to proper functioning of existing machineries set up by the law for settlement of industrial disputes. Non-participation in Tribunal proceedings has been ill-advised and contrary to Clause II(ii) of the Code of Discipline. . . . . Strikes have been resorted to twice during pendency of Tribunal proceedings in contravention of Industrial Disputes Act".

[Letter No. 3211 (5) I. R./I.R./AI-10(a)/58 of August 1, 1958.]

admitted before the Committee that this letter "was as I wanted it to be. I was quite satisfied with the Minister's letter. . . . I discussed with him and on the basis of that discussion he gave me that letter". But it would appear that by then the Union leaders had built up such a strong strike psychosis that there was now no going back despite assurances of personal assistance or offers of the services of the Central Implementation Machinery to resolve the dispute amicably. In this connection the Deputy Labour Minister's letter of August 16, 1958, to Shri Nirmal Sen, Working President of the Bengal Provincial National Trade Union Congress is relevant (Appendix VIII). Its concluding portion reads as follows:—

"It is bad that in spite of the needful having been done, as desired by you, the strike could not be averted. Perhaps the persons who got him (Shri Nepal Roy) in their clutches had the upper hand all through".

65. The appeal of the State Labour Minister made at a press conference on August 10 was also ignored though by then the points of difference between the Company and the Unions had been considerably narrowed down. The Company was agreeable to setting up an Advisory Body to evolve a grievance procedure. It was prepared to agree to a workman being represented by a "friend" when answering a charge-sheet and to take part in a conference on the issue of an interim relief. It was also willing to discuss the issue of discharged men direct with the Unions. Other questions *viz.*, basic pay, dearness allowance, house rent, service books were already before the Fourth Industrial Tribunal. The only issue on which there was no agreement was that of gratuity and this too because the matter required consideration by the Company's Board of Directors in London. But that does not mean that the demand was rejected by the Company or Government. The Company had already forwarded the gratuity scheme to London and State Government had promised through their Labour Minister that if the management reported their inability to adopt the scheme they would refer the question to an independent authority. Obviously Government could not go beyond this. But the very fact that they supported the workers' demand was bound to weigh with the Company in coming to a final decision. It is true that the workers would have had to wait for a few days more for the Company to receive a directive from London. In fact a reply was promised by the end of August. A little patience at this stage was worthwhile, particularly when Government were taking upon themselves the responsibility for getting a satisfactory settlement of this issue from the Company. But as it was the Joint Committee did not listen to wiser counsels and by going on strike on August 12 it snatched the initiative from the hands of Government and forced them to appoint a Special Tribunal. Thus, everything by way of advice, warning, appeals,

assurances and offers of help was done to avert the strike. The inescapable conclusion therefore is that there was no justification for the workers to resort to direct action.

66. It was contended before the Committee by some Unions that had the Company originally agreed to give what it offered\* on September 12, 1958, the strike could have been averted. But the Unions seem to forget that this offer was subject to an increase of one naya paise in fares and the Unions at no stage agreed to this increase. In this connection it is difficult to understand the logic or wisdom of the workers' insistence that the settlement of their demands should not involve any rise in fares, particularly when earlier tribunals and the Dey Commission had already argued that the revenues of the Company were not only not enough to meet additional financial burdens but were not even adequate to maintain the undertaking efficiently. That the workers were anxious to improve their lot is perfectly logical but that this improvement should come about without any addition to the revenues of the employer is an extraordinary attitude for the workers to take. Generally labour does not worry how a management adds to its income, particularly when this addition is likely to benefit them. The Indian colliery worker, for instance, has never said that an increase in his wages should not entail an increase in the price of coal. He leaves such matters to the employer and Government. It seems that the tramway workers took upon themselves a role which does not belong to them and which they were hardly qualified to play. The average fare per passenger which was 5.33 paise in 1900 had by 1958 changed to only 5.45 paise (first class) and 3.30 paise (second class) while meanwhile the cost of maintaining and running the tram service had jumped by leaps and bounds. Besides, in 1952, there was a drastic increase in expenditure amounting to £250,000 of which £85,000 was due to grant of additional bonus and increased dearness allowance to the staff. The financial ability of a concern to pay certain additional benefits is a very complicated matter and if workers arrogate to themselves the responsibility of passing a summary verdict on this difficult problem in all the industries in the country there would be utter confusion. It took the Special Tribunal a whole year to decide this tricky question and in the end it upheld the stand of the Company.

67. As for non-peaceful picketing, intimidation, coercion, and other acts of violence during the strike the Company alleged that the course of the strike "revealed considerable organisation which apparently did not stop

\* The offer of September 12 was—

- (a) increase in basic wages up to 5% with a minimum of Rs. 5 per month.
- (b) dearness allowance to be taken into account in calculating provident fund.
- (c) gratuity to those retiring within the next five years at the rate of 15 days basic wages for every year of service.
- (d) medical benefits and revision of standing orders to be settled by the Company's Executive Manager and labour leaders.

at intimidating wives of employees, visits by gangs to homes with threats of violence, extensive under-cover picketing and irresponsible harassment of senior officials who were in no way a party to the dispute”.

68. The evidence produced before the Committee showed that there was a certain amount of intimidation and harassment of supervisory staff, particularly of non-members of Unions. There were also acts of violence during the early days of the strike. Four cases of assault were brought to the notice of the Committee including two serious cases of injury—a fractured arm and loss of an eye. It was also reported that the wives of a few employees were threatened in their homes. Considering the large number of workers involved and the long time the strike lasted it cannot be said that violence was on a large scale but even then the few cases that did occur could have been avoided had the Code of Discipline been strictly observed.

69. Lastly, mention must be made here of the corrupt practice in which both the Labour Officers' staff of the Company and some Union leaders participate and a reference to which has been made in the previous chapter. Of the employees discharged for overstaying leave, it appears that about 60% are re-instated on appeal and the balance are given fresh appointments. For these fresh appointments there is a brisk trade in blank appointment cards between the Labour Officers' staff and some Union leaders, both of whom make easy money from the workers. One card, it was said, fetches anything between Rs. 400/- to Rs. 500/-. The Code does not countenance such practices and the Company must evolve a strict procedure for filling up vacancies caused by the discharge of workers.

70. In brief, the Unions infringed the Code by keeping up a spirit of agitation amongst the workers on issues already settled by tribunals. The calm of finality was never allowed to descend on any disputed matter. When demands for additional monetary benefits were reiterated an extraordinary condition was imposed that the Company should not augment its revenues by raising fares. One wonders if this attitude was inspired by solicitude for the travelling public or spite for the Company? The Calcutta Tramways Company is a public utility concern, yet sudden strikes were launched on May 3, May 14 and June 24 in contravention of both the Industrial Disputes Act and the Code of Discipline. The 42-days stoppage of work was also illegal and though a notice was served the strike was against the Code as well. The refusal of the Unions to take part in the proceedings of the Fourth Industrial Tribunal was also a breach of the Code. So was the refusal to make use of the offers of help made by the State Labour Minister and the Union Deputy Labour Minister to bring about a settlement. It was thus the Joint Committee rather than the Company which was spoiling for a show-down. Lastly,

the Code must condemn the few acts of assault, intimidation, coercion, etc. which took place during the strike.

### Allegations against the State Government

71. There is force in the Company's complaint that the State Government took no action against the Unions for their sudden strikes on May 3, May 14 and June 24. All these token strikes as well as the strike which began on August 12, constituted violations of the Industrial Disputes Act and were against the Code of Discipline. Though the State Government made it known to the Unions in clear terms that these strikes were illegal as well as in contravention of the Code, for various reasons no action was taken against them under the Industrial Disputes Act nor any sanctions applied under the Code. The reasons for this inaction were, perhaps, valid but, generally speaking, if workers are none the worse for going on illegal strikes and infringing the Code, soon there will, in effect, be no such thing as an 'illegal strike' or a 'breach of the Code'. The section in the Industrial Disputes Act defining an 'illegal strike' is, perhaps, the core of the country's industrial relations law and the main purpose of the Code is to prevent strikes. Prompt, punitive action for such illegalities and breaches both under the Industrial Disputes Act and the Code will help save situations from deterioration. In the present case since no action was taken after the first token strike the workers were encouraged to repeat this performance on May 14 and again on June 24 and finally unhesitatingly to go on a long strike on August 12. The feeling among certain quarters that illegal strikes can be launched or awards disregarded with impunity must be counter-acted by promptly invoking penalties under the law as well as the Code.

72. The Unions, particularly, the Calcutta Tramway Workers' Union (A.I.T.U.C.), complained that the reference by Government to adjudication of only 4 issues on May 10, by its suddenness and exclusion of other important matters in the dispute was anti-labour and made with *mala fide* intentions. To quote from Dr. Ranen Sen's note, "The Labour Department (of course here I exclude the Labour Minister) forestalled the Chief Minister's efforts in effecting a settlement and referred the matter in a mutilated form to the Tribunal on May 10. It is a mystery what prevented the Labour Department to wait for a few days more. By this move the Labour Department not only tried to torpedo the move of the Chief Minister to bring about a settlement but also misinformed the head of the State that the Unions had agreed to a Tribunal (*vide* S. Lahiri's deposition). This is really deplorable and one would not be unjustified if the workers consider the action of the Labour Department being anti-labour and promoted by *mala fide* intentions".

73. To appreciate this allegation it is necessary to recapitulate the events that took place about May 10. Copies of the joint Charter of

Demands sent to the Company on March 12 were endorsed to the State Labour Minister and the Labour Commissioner. Government immediately called the Company's comments on these demands. These were received on April 2, 1958. On April 12, the Labour Commissioner called a tripartite conference to settle the dispute. The Company agreed to a reference of any or all the demands to a tribunal. The workers did not. On April 17, there was a meeting between the Agent of the Company and the workers' representatives. The meeting achieved nothing. On April 25, the Unions informed the Company that they would strike on May 14 if in the meantime their demands were not settled. On May 3, a lightning strike was called over the discharge of a conductor. On May 10, the Agent of the Company met the Chief Minister who advised the Company that an *ad hoc* increase of Rs. 5/- in wages would meet the case. The Company regretted its inability to accept this suggestion without raising fares. The same day Government issued orders referring 4 points to adjudication.

74. The complaint made by the Unions is that when the Chief Minister was seized of the problem Government had no business suddenly to refer part of the dispute to adjudication. But they seem to forget that references to adjudication are not and cannot be made overnight. Demands are examined with reference to previous adjudications on them and their possible repercussions and it is only after the orders of the Labour Minister have been obtained and the Law Department has been consulted that formal orders are issued. In fact the Law Department vets the final draft order. So it seems that after the abortive tripartite meeting of April 12, the Labour Department of the State Government considered the question of adjudication in all its aspects and after deciding to refer only 4 points to a tribunal consulted the Law Department and on finalisation of the draft order, issued it on May 10. In other words, the various stages of this reference to adjudication took usual course and the matter was finalized in about a month. There was therefore no suddenness or haste about it. That it was issued the day on which the Agent of the Company saw the Chief Minister of the State was a mere coincidence. To impute any motives to the Labour Department in this regard would be uncharitable. The comments of one of the assessors\* on this point are as follows :

“They (the Unions) rightly approached the Hon'ble Chief Minister, Dr. B. C. Roy, for his direct intervention because the situation did really demand the good offices of such a personality, but they ought to have informed the Labour Department that they were approaching the Chief Minister. In that case, I am sure, the reference to the Tribunal would

\* Shri Narayan Das Gupta.

not have been made and possibly the dispute would not have assumed such serious proportions as it afterwards did".

75. To sum up, the strikes of May 3, May 14 and June 24 were open violations of the Industrial Disputes Act and the Code of Discipline and should have been dealt with by the State Government swiftly and punitively under law as well as the Code. The reference of only four demands to a Tribunal on May 10 was neither sudden nor anti-labour nor *mala fide*. It was made in the course of the ordinary duties of the Labour Department.

## CHAPTER IV

### Balance Sheet

76. Among the weapons in the armoury of a trade union strike is the one which should be used only when everything else has failed. In the present case, however, the only weapon used right from the beginning was strike—a lightning strike, a token strike, a 'spontaneous' strike and a strike that lasted nearly a month and a half.

77. What did these strikes achieve? On the debit side it may be mentioned that the workers lost about Rs. 10 lakhs in wages and the Company about Rs. 30 lakhs in revenue. The travelling public had to go without its popular and cheap means of transport for about a month and a half. The workers still feel dissatisfied. On November 20, 1959, they demonstrated before the Company's head office demanding better amenities than the award of the Special Tribunal has given them.

78. On the credit side, we find that the Company was able to raise fares by one naya paisa after six years of trying and three official inquiries. Contrary to fears the incident passed off without even a scuffle and, apart from a few individual complaints with scarcely any protest from the general public. The Company now will be able to raise annually Rs. 32 lakhs or so towards the Rs. 53 lakhs which has been accepted as a fair estimate of what will be required in the next few years to meet additional expenditure, including Rs. 8 lakhs to be paid to the Company's labour as increase in its remuneration. This Rs. 8 lakhs represents the two demands allowed by the Special Tribunal out of the many which the workers made. The two demands allowed are 5% increase in basic wage—subject to a minimum of Rs. 5/- and increased retirement benefit in the shape of gratuity of half a month's pay for every completed year of service. All other demands *e.g.*, improved grades of pay, increased dearness allowance, higher house rent allowance, etc. etc. were rejected. Thus the workers have got only about three-fifths of what they were being offered at one stage, and that too after a year's delay and much travail. The game was hardly worth the candle. In this connection one is reminded of the words of the Board Secretary while speaking to the leaders of the Central Union, Simon Harness, at the end of a winter-long strike in Galsworthy's "Strife". This is what he said:

"D' you know, Sir—these terms, they're the very same we drew up together, you and I, and put to both sides before the fight began? All this—all this—and what for?"



79. There are as many as eight unions in the Company which in itself must have an unsettling effect on labour relations. The majority Union or Unions amongst them have not yet been recognised. The question which Union or Unions deserve recognition will now be considered in the light of the decisions taken by the Central Implementation and Evaluation Committee on this report.

80. Lastly, this strike caused inconvenience and hardship to the public and was costly to the management and the workers. If in future disputes are to be settled without work stoppages the Company must provide the means for collective bargaining and establish an authoritative organ for joint consultation. Industrial peace, in the ultimate analysis, rests on those who rub elbows at the work places of the industry. Hence the importance of organising effective Works Committees at all the depots with a view to setting up eventually a Joint Management Council.

81. One thing more. If the Company expects trams to run all the 365 days in the year it must give labour problems the attention they deserve and not just leave them to string along. For this purpose the Company should appoint a personnel manager with sufficiently high status to be well integrated into the decision making process of the Company. The ultimate goal towards which both the Company and the Unions must work is the settlement of disputes through negotiations instead of dumping them into the lap of Government, as at present.

Sd/- R. L. MEHTA,

*Chairman.*

NEW DELHI,  
March 2, 1960.

## CHAPTER V

Note by Dr. Ranen Sen, M.L.A.

We are here to ascertain the causes which led to the Calcutta Tramwaymen to strike which commenced on the 12th August 1958 and ended on 23rd September 1958 and to find out who are responsible for the strike.

The strike took place more than two months after the Code of Discipline was adopted in the Tripartite Conference. We are enjoined upon to find out if there had been any breach of the said Code and if so, on whose part.

The history of the conflict between the management of the Calcutta Tramways Company (C.T.C.) and its workmen has been briefly narrated by the parties concerned each of whom has dragged old history.

This old history has a good deal of bearing in the strikes of 1958. Therefore, I want to deal with certain old facts as have been revealed.

Further, though it is not desirable to pass any judgment on the activities of the Labour Department, it will be difficult not to make any comment on the behaviour of the said department, which dealt with the dispute for a pretty long time.

### *The background of the Strike*

It is evident from the statements and depositions made by the C.T.C. and the Unions that since a long time past there has been labour unrest in the industry unlike any other place in West Bengal. The C.T.C. and the Unions hold each other responsible for this unrest. The following questions arise :

- (a) Are the Tramway workers something different from other workers of other industries or are the Tramway Unions completely different from the Trade Unions that exist in other Industries ?
- (b) Did the Tram Workers try to take advantage of the fact of being engaged in the Public Utility Concern and thereby to blackmail or press their employers for undue advantages ?
- (c) The C.T.C. being a foreign owned firm did the Tram Workers try to blackmail their employer and extract impossible concessions ?

To all these questions the answer must be unequivocal No. The statements and depositions on record do not suggest anything of the like. There are other foreign owned Public utility concerns in West Bengal e.g., Calcutta Electric Supply Corporation (C.E.S.C.) In the C.E.S.C., we find no such labour unrest as in C.T.C.

The inevitable conclusion is that there must have been specially something defective in the management of the C.T.C. that engendered irritation among the workers, made all sections of the workmen hostile and this factor united all sections of them belonging to rival Trade Unions with different outlook and affiliations, against the C.T.C.

I am forced to come to the conclusion that the men in the charge of the Tramway administration did suffer from old time outlook in respect of personnel relationship. A few instances are given for the sake of illustration:

(1) The C.T.C. did not and even now do not recognise the oldest, strongest, most influential and most representative Trade Union i.e., the Calcutta Tramway Workers Union. The Workers Union quotes a letter written by the Management of the C.T.C. (*Vide* P2 under section 2 written statement of the Calcutta Tramway Workers Union).

This showed the attitude of the C.T.C. Mr. Turnbull the then Executive Manager and now Agent of the Company who was in charge of Labour relations stated in his deposition that because the Works Committees invariably became miniature workers' Union he did not want elected Works Committees. (*Vide* his deposition before the Committee). The Company, it shows, harboured groundless prejudices against the Union commanding the confidence of the majority of the workmen. There, of course, took place occasionally meetings with some members of the Workers' Union, but that did not materially alter the position, nor can the management escape from the responsibility devolving on them in bringing about healthy industrial relations.

(2) One is bound to be surprised at the plethora of Trade Unions in the industry. This is something unusual. Some witnesses have made the authorities of the C.T.C. responsible for this multiplicity of unions. They contend that the C.T.C. want to keep the workers divided by fostering multiple unions.

(3) Even if we do not accept the above accusation against the C.T.C. one thing stands out very clearly from the depositions of various witnesses from different trade unions including Calcutta Tram Karmi Sangha (which is seeking affiliation to the I.N.T.U.C.) that the management of the C.T.C. had never made any major concession to the workers through bipartite negotiations. I am convinced that the C.T.C. has no *suitable* machinery to resolve the disputes with the workers and collective bargaining has been a far cry in this Industry.

(4) Company often took adamant attitude and refused to accept even very minor demands of the employees *e.g.*, refusal to fence the cash counter, proper guarding of the cash room etc. (grievances of the Ministerial Staff Association).

This attitude had impaired relationship between the employer and the employees.

(5) The C.T.C. instead of resolving differences with the workers through suitable machineries often wanted to drag the disputes and take recourse to litigation. As we all know adjudication entails long waiting, and other difficulties, workers naturally, therefore, developed an aversion towards adjudication. Workers felt that even after adjudication disputes arose on interpretations of the Award which in turn with-held implementation of the Award. On at least one occasion the C.T.C. took matters to Supreme Court despite the Government's request and Tribunal's Award (*e.g.*, dispute on leave with pay on the 15th August and 26th January). That the C.T.C. is litigation-minded is evident from the latest example, where the C.T.C. has applied to the High Court against the interim Award of the Special Tram Tribunal challenging the power of the Tribunal to adjudicate on the issues referred to it and that too after 45 days of hearing before the said Special Tribunal.

(6) Without going into the details of the Award on Medical leave it can be definitely stated that all sections of the workers of diverse outlook and affiliations had the feeling that the management of the C.T.C. was not implementing the said Award. Even the representatives of the Calcutta Tram Karmi Sangha who were against the strike and were prepared to run the Tram services during the strike if the authorities wanted them to do so accused the C.T.C. on this count.

Coupled with this, representatives of unions expressed their disapproval of the personnel policy of the C.T.C.

(7) One would be surprised at the refusal by the C.T.C. to provide certain ordinary things for their workers *e.g.*, the refusal of the management to give service record book to the workers. In West Bengal even the Jute Workers are supplied with service record books. This attitude of the C.T.C. could not but rouse the suspicion of the workers who apprehended false entry into their service record which were kept with the authorities.

(8) It is also no less surprising that contrary to the model standing orders the Company's Standing Orders do not differentiate between major and minor misdemeanours.

I am forced to conclude that, by and large, the attitude of the management suffered from serious defects and smacked of out moded attitude of employers in respect of industrial relationships.

The employers failed to adjust themselves to the altered conditions after the British left India. This is shown by the attitude of Mr. Turnbull on the first day he appeared before the Committee and also by the letter written to Mr. Rogers, the Telephone Operator (*vide* exhibits 1 & 2). A little sober policy towards labour and a little humane behaviour towards them do not cost the C.T.C. anything.

All these things together with other major and minor omissions and commissions on the part of the management and officers of the C.T.C. (to which I need not go for the sake of brevity) had caused irritation for the workers.

The policy being systematically pursued by the Company and manifested in various actions and attitudes, was repugnant to promotion of better industrial relationship.

The blame for this bad industrial relation, in the main, lies with the management of the C.T.C. With this background let me, now, consider the developments that took place on the eve of the strike.

#### *Strike Eve.*

The strikes on 22nd May to 24th June 1958 were of spontaneous nature and there is no evidence to suggest that any Trade Union had any direct hand in organising them. The Trade Unions of course, did not decry the strike but endeavoured to bring about early settlement. For these strikes no union can be held responsible.

1958 carried the hangover of the past. The industrial relation became still more bitter after the rejection of the workers' demands by the C.T.C. The workers complained that the Labour Department of the Government of West Bengal merely repeated what the Labour Department of the C.T.C. was stating.

The sudden reference of four issues to a Tribunal by the Labour Department and exclusion of other more important issues added fuel to the fire.

The question is that whether in the circumstances in which the Tribunal was then set up on the 10th May, 1958 keeping out of its purview a part of the vital demands of the workmen, the unions were justified in boycotting the Tribunal and in resorting to prolonged strike commencing from the 12th August 1958.

It will also be asked whether the unions by thus resorting to strike had violated the code of discipline and committed something illegal or not? These two questions need careful examination. The Joint Secretary, Labour Department, Government of West Bengal has in his letter (Appd. 12 of C.T.C. Statement) blamed the workers for defying the Code and the law of the land.

It is now quite clear that the leaders of the Joint Committee had met the Chief Minister on the 9th of May for his intervention in the dispute. According to the former, Dr. Roy told them to meet again on the 12th of May. Meanwhile he would talk to the Agent of the C.T.C. It is, also, now, proved that he had met the Agent on the 10th May. The C.T.C. in its statement says that the Chief Minister without giving any justification asked the Agent to pay the worker a sum of Rs. 5/- each. What transpired in the meeting we do not know. But we can easily understand that Dr. Roy had realised the justness of the workers' demand and considered that the C.T.C. could pay Rs. 5/-. How was the Labour Department unaware of the intervention of the Chief Minister? I do not think so. So I have not the least hesitation to state that the Labour Department (of course here I exclude Labour Minister) forestalled the Chief Minister's efforts in effecting a settlement and referred the matter in a mutilated form to the Tribunal on the 10th of May. It is a mystery what prevented the Labour Department to wait for a few days more.

By this move the Labour Department not only tried to torpedo the move of the Chief Minister to bring about a settlement but also misinformed the head of the State that the Unions had agreed to a Tribunal (*Vide* S. Lahiri's deposition).

This is really deplorable and one would not be unjustified if the workers consider the action of the Labour Department being anti-labour and prompted by mala fide intentions.

The unions boycotted the Tribunal and carried on talks with the Chief Minister and the Labour Minister. The said Ministers intervened in the dispute because the Tramway is not only a Public utility concern but the Government are also interested as ultimate beneficiary in the smooth running of the C.T.C. by virtue of Tramways Act of 1951. This intervention has been characterised by the C.T.C. as 'volte face' of the Government, defection from a firmline and indirect encouragement to the strike.

According to me, the Ministers simply discharged their responsibility and though belated did the right thing in the given circumstances.

The Ministers had made several suggestions to the C.T.C. which although were short of the demands of the workers, the C.T.C. remained adamant.

That the C.T.C. wanted a some sort of showdown is indicated by the absence of the Agent just on the eve of the strike when his presence was most needed. The unions allege that the only concern of the C.T.C. was to enhance fares somehow or other. That is why the C.T.C. remained adamant during these days and sought to create an atmosphere of frustration and helplessness in the workers.

The strike could have been averted if some of the **minimum demands** of the workers had been accepted by the C.T.C. *e.g.* acceptance of Medical Award, service book, etc. This has been affirmed by almost all workers' representatives in their depositions. The C.T.C. authorities actually conceded some of these demands *e.g.* accepted union's interpretation of Medical award, agreed to introduce the Service Book, etc. and the strike was called off by the workers. It is unfortunate that the C.T.C. management realised the justness of those issues only after the strike continued for 42 days. This simply helps strengthening the feeling of the workers that the C.T.C. would not give anything unless the workers strike.

The Code of Discipline is a two-way traffic and is meant for fostering better industrial relations and promoting collective bargaining and a spirit of understanding. But as the history of industrial relations obtaining in the Tramways establishment conclusively shows, the whole attitude and policy of the Company was completely at variance with such a spirit.

If Code of Discipline had been violated, it has been done by the management of the C.T.C.

(i) They had not recognised the Calcutta Tramway Workers Union, the most representative Union even after June 1958.

(ii) They had not prepared any Grievance Procedure demanded by the workers and as enjoined upon them as per article III clause V of the Code of Discipline.

(iii) They had not cared to display the Code in any part of their establishment for the information of the workers as per Article III clause IV of the Code.

(iv) They had never had any bipartite machinery to settle the disputes. (As per Article II Clause II).

Despite all these the Joint Secretary, Labour Department, Government of West Bengal had not a word of condemnation for the C.T.C. For these violations of the Code why was he so vociferous in condemning the unions and the workers for their alleged breach of the Code? Naturally, the workers felt and some of their representatives in their depositions had called him employer's man. That is why they think that men like him had kept the Ministers in the dark and were feeding Ministers with biased reports. When the Ministers came to know the situation and the issues directly, they took a different attitude.

(v) Their standing orders did not distinguish between major and minor offences in accordance with the model Standing Orders and as enjoined by Article III clause V of the Code. This apart, there is something called Social Justice. Our State and Government declare that industrial relationship should be guided by the spirit of Social Justice.

The Five Year Plans make loud proclamations on Social Justice. I assume these are not empty phrases. So when tenets of Social Justice are sought to be given a go-by by the employers and the Labour Department takes a none-too-commendable attitude and tries to subterfuge workers' demands, justness of which are partly accepted even by the Ministers later, what else can the workers do but to take their stand to secure Social Justice. So instead of indulging in legalistic quibblings let us see the strike from this angle. I cannot condemn or reprimand the workers for not sacrificing their right to strike at the altar of the whims of the Labour department.

For the strike, the C.T.C. and the Labour Department should be held responsible.

Mr. Abid Ali, the Union Deputy Labour Minister did neither understand the complexity of the problem nor was acquainted with the past background. Therefore, his letter did not contain anything that might give the workers any confidence that they would get anything then and there or in the near future. Naturally, the letter was rejected by the INTUC Union. It seems strange to me why did the Union Deputy Minister adopt such an unusual and informal course instead of taking straight and formal channel open to him? We could not meet Mr. Abid Ali so this question remains unanswered.\*

#### *The Strike Period.*

The strike continued for 42 days. Strike decision was taken in a democratic and organised manner.

It is now evident that barring a few minor cases of assault or intimidation there have not been any major or mass scale of worth noting incident of assault or intimidation. Strictly speaking no picketing was resorted to, because it was a hundred per cent strike. Ministerial Staff Association have stated that because they were taking part in a Tribunal they had not joined the strike (*vide* their written statement).

The C.T.C. in the beginning had told the senior staff to give their attendance over telephone. But though there was no work and the authorities had locked up the depot all, on a sudden, after a few days the Senior staff were asked to give attendance in person at the Esplanade Goomty. This was a direct provocation to the workers. But judging the long period the strike continued which involved nearly 10 thousand workers the strike was peaceful. Because the depot was locked up by the authorities there was no need to picket. There was no work particularly anywhere. Mr. Rogers, the telephone operator of Nonapukur

\*cf. Pages 7 & 22—Paras 23 & 64 of the Report.



workshop, was asked by his superior to go home (*vide* exhibit 1). Why should, therefore, the strikers threaten or assault a handful of senior staff attending Esplanade Goomty or Head Office where even the clerks and other staff did not join work ?

I, therefore, cannot but come to the conclusion, that the strike was peaceful and the workers cannot be accused of taking recourse to violence and intimidation.

*Proposal of enhancement of fares.*

On the question of the proposal by the C.T.C. to enhance tram fares a few remarks are necessary.

I fail to understand why the C.T.C. authorities should make the proposal to the workers before and during the strike. It was a matter between the Government, the C.T.C. and the Public. Workers had nothing to do with the proposal. The attempt to make the workers agree to the proposal of enhancement of fares, naturally, gives rise to the suspicion that the C.T.C. wanted the workers to become the scapegoat and face the wrath of the Public.

The Chief Minister more than once had told the authorities not to mix up the two issues—namely, the issue of enhancement of fares and granting increased emoluments etc. to the workers. He had also issued statement warning the C.T.C. not to do so.

I think by mixing up these two issues the C.T.C. had made the situation more complicated. And this was not fair either.

*Conclusion.*

In conclusion, I submit that :

- (1) The Labour policy pursued by the C.T.C. was an outmoded one. Even after the Code of Discipline was adopted the authorities of the C.T.C. failed to bring any change in their outlook, nor they acted as enjoined upon them by the Code.
- (2) The Labour Department, Government of West Bengal, played none-too-commendable role and antagonised the workers till the matter went up to Ministerial level.
- (3) The C.T.C. by persisting to follow their shortsighted labour policy ultimately resulted in increased labour unrest culminating in the strike from 12th August 1958.

- (4) The workers had no other way than to take stand on the principle of Social Justice and resorted to strike after exhausting all avenues of a negotiated settlement.
- (5) The responsibility for the strike should be placed squarely on the Management of the C.T.C. who failed to realise what the responsibility to run a Public service like Tramway means.

Sd/- RANEN SEN:

## CHAPTER VI

### APPENDICES

#### Appendix I

##### List of Witnesses

1. Shri P. L. Mukherjee, Assistant Accountant, Calcutta Tramways Company.
2. Shri R. Bose, Foreman, Carriage Wagons, 183, Nonapukur Workshop.
3. Mr. R. Rogers, Telephone Operator, Nonapukur.
4. Mr. A. P. Edwards, Workshop Superintendent, Nonapukur Workshop.
5. Shri Monoranjan Pal, Head Starter, Belgatchia Tram Depot.
6. Shri N. B. Das, Establishment Assistant, Head Office.
7. Shri Abani Kumar Pal, Deputy Assistant Accountant, Head Office.
8. Shri Balaram Ghosh, Superintendent, Accounts.
9. Shri D. D. Mukherjee, Superintendent, SHASSA.
10. Shri Mahan Lal Bhattacharjee, Head Inspector, Jool 119311 Inspector.
11. Shri Gopalchandra Das, Assistant Head Staffer, Park Circus.
12. Shri Suresh Chandra Das, Sub Inspector, No. 655.
13. Shri Bhattar Ghosh.
14. Mr. A. G. F. Bleas, Agent, Tramways Company.
15. Mr. R. W. Turnbull, Calcutta Tramways Company.
16. Shri Ghosh, Calcutta Tramways Company.
17. Shri Mukti Banerjee, President, Kalikata Tram Karmi Sangha.
18. Shri Patil Paban Bera, Secretary, Kalikata Tram Karmi Sangha.
19. Shri Bholanath Bhattacharjee, Special Inspector No. 88.
20. Shri Baijnath Singh, Driver No. 12.
21. Shri Fatick Chandra Choudhury.
22. Shri Chinta Haran Chakravarty, Inspector No. 140.
23. Shri Kalidas Sambhu.
24. Shri P. L. Barua, Inspector No. 690.
25. Shri Khagendra Nath Khara.

26. Shri A. C. Jana, Inspector No. 144.
27. Shri Ramkrishna Sarma.
28. Shri Jibon Prosad Banerjee, Probationer Time-Keeper.
29. Shri M. N. Mitra, Cashier, Raja Bazar Depot Secretary, Ministerial Staff Association.
30. Shri G. P. Chakraborty, Clerk, Law & Claims, Assistant Secretary, Ministerial Staff Association.
31. Shri M. N. Dey, Accounts Clerk, Executive Member, Ministerial Staff Association.
32. Shri Nepal Roy, President of the Tramways Employees Union.
33. Shri Somnath Lahiri, M.L.A., Executive Member, Tramways Workers' Union.
34. Shri Kali Banerjee, Assistant Secretary, Calcutta Tramways Workers Union.
35. Shri Hari Narayan Chakraborty, Executive Member, Calcutta Tramways Workers Union.
36. Shri Indu Singh, Assistant Secretary, Calcutta Tramways Workers Union.
37. Shri Jatin Kumar, ~~Adviser to the~~ Office-bearers of the Tram Mazdoor Panchayet.
38. Shri Jyotiraj Saha, Treasurer, Mazdoor Panchayet.
39. Shri Kalyan Singh, President, Mazdoor Panchayet.
40. Shri Ramajit Singh, Secretary, Mazdoor Panchayet.
41. Shri Jagannath Pandey, Working President, Calcutta Tramways Employees Union.
42. Shri Ram Keshav Singh, President, Tram Mazdoor Sabha: (Also a Member of the Joint Committee).
43. Shri Shih Charan Singh, Committee Member of the Tram Mazdoor Sabha.
44. Shri Durga Singh, Committee Member of the Tram Mazdoor Sabha.

## Appendix II

To

The Agent,  
The Calcutta Tramways Company Limited,  
Calcutta.

Dear Sir,

We have been directed to forward the attached charter of demands passed by a mass meeting of the Tramwaymen on 7-3-58.

In view of the situation now prevailing amongst the workmen and the nature of the demands, we have been directed to request you to let us know your decision before April 2 1958, when the position will again be reviewed by the members.

Thanking you,

Yours faithfully,

Dated—12-3-1958.

COPIES TO :

1. The Minister in Charge,  
Labour, West Bengal. Sd./-
2. The Labour Commissioner,  
Government of West Bengal. Sd/-

Resolution passed by General Meeting held on 7-3-58, under the joint auspices of Calcutta Tramway Workers' Union, Calcutta Tram Mazdur Panchayat and Calcutta Tram Mazdur Sava. Shri Durga Prosad Singh presided.

This meeting of Tramwaymen held under the joint auspices of Calcutta Tramway Workers' Union, Calcutta Tram Mazdur Panchayat and Calcutta Tram Mazdur Sava, after mature deliberation decides to submit the following demands to the Management of the Calcutta Tramways Company Limited and the Government of West Bengal.

- (1) There has not been any improvement of Grade & Scale including the minimum wage of the workmen since the year 1947, although the cost of living index has risen and still is on the rise. It is, therefore, requested that the minimum basic wage of middle-class employees be increased

to Rs. 90 and that of the workmen to Rs. 50 and Grade and Scale of the workers and employees of all categories be changed accordingly.

- (2) Keeping the persistent rise in the cost of living in view, it is requested that Dearness Allowance of the staff be enhanced. Middle-class employees be allowed D.A. at the rate allowed by the Bengal Chamber of Commerce of which the Company is a prominent constituent and the rest of the workmen be given a 25% increase in D.A. to compensate this rise.
- (3) Customary Bonus be given to all members of the staff @ 2 month's pay and D.A. every single year.
- (4) All retiring members of the workmen be given gratuity at the rate of one month's wages for each completed year of service.
- (5) Deductions for Provident Fund be made at the rate of  $8\frac{1}{3}$  % of the total emolument of the workmen. Management contributing an equal amount.
- (6) House Rent be given at the rate of Rs. 15 & Rs. 30 for workmen and middle class employees respectively as the minimum or free family quarters.
- (7) 1st Industrial Tribunal's award on sickness benefit be implemented in full.
- (8) An opaque celluloid sheet be provided in front of the driver for saving them from rain, cold etc. and no entry should be made in the records for accidents affecting the side and back of the car, without proper enquiry.
- (9) The Standing Order of the Company must be amended.
- (10) A service Board should be constituted comprising of the representatives of the Management and the staff which will deal with cases of disciplinary action, promotion and other important questions of service and change in service conditions.
- (11) Each and every member of the staff should be provided with a service book.
- (12) 10 beds should be reserved in T.B. Hospitals for the staff.
- (13) The Calcutta Tramways Act 1951 should be amended to incorporate the interests of the employees of the travelling public.
- (14) The Management must not make any unwarranted deduction from wages of the staff due to alleged shortages in Cash. They themselves admitted, from experience, that shortage is inevitable due to various reasons.

In view of the fact that most of these demands though placed before the Management from time to time by different Unions and organisations yet have not been met by the Management and in order to maintain peace in this industry of vital importance, the meeting requests the Management to consider the issues at an early date.

The meeting further urges upon the Government of West Bengal to intervene and take decision before 2nd April 1958 when the position will again be reviewed by the Tramwaymen.

The meeting requests the Press and the Public to support the cause of the workmen in their struggle for existence and help them to reach an amicable settlement.

Sd./- DURGA PROSAD SINGH.

### Appendix III

Government of West Bengal, Labour Department.

No. 2141 (4)-I.R.

IR/4L-10 (A)/58

Calcutta, the 29th May, 1958.

FROM

Shri N. R. Sircar, Asstt. Secy. to the Govt. of West Bengal.

TO

The Secretary,

- (1) C. T. Workers' Union.
- (2) C. T. Mazdoor Sabha.
- (3) C. T. Mazdoor Panchayet.
- (4) C. T. Employees Union.

SUBJECT.—*Industrial dispute between the Calcutta Tramways Co. Ltd. and their workmen.*

Sir,

I am directed to refer to the above subject and to say that four issues have been referred for adjudication under this Department Order No. 1879-IR/IB/4L-10 (A)/57, dated 10th May, 1958. Government do not consider the following demands fit for reference for adjudication for the reasons given against each.

1. *Customary Bonus for 2 months comprising of wages and dearness allowance.*—The claim for bonus should relate to a particular year as it is determined on the available surplus for that particular year. No consideration can be given to an indefinite demand.

2. *Retiral gratuity and Provident Fund.*—These demands were adjudicated upon and rejected by the First Industrial Tribunal on financial grounds. The award given by the Tribunal in this connection was published in the Calcutta Gazette dated 12-1-56.

No material evidence has been found that, since the above award was published, the company is in a financial position to bear such burdens.



3. *Sickness Benefit.*—It was agreed before the Conciliation Officer that a further enquiry into this question would be made by him when workers' claims in respect of specific cases would be submitted to him.

4. *Drivers' Cabin and entry of accidents in Drivers' Records.*—As regards drivers' Cabin, the management is reported to have discussed the point with the Union representatives recently and some experiment is under way. Regarding the other point, the matter is understood to have been fully and satisfactorily explained to the Union representatives that no entry in Drivers records is made without proper enquiry.

5. *Standing Orders.*—The Union representatives had agreed before the Conciliation Officer that they would submit specific suggestions to him for amendment of the existing certified Standing Orders of the Company.

6. *Service Board.*—This demand was also adjudicated upon by the First Industrial Tribunal and was rejected. The Management have, however, agreed to the formation of a Committee consisting of workmen's representatives who could defend workmen during departmental enquiries. Government feel that the way such a Committee functions should be watched so that necessary expansion of its functions could, if required, be considered later on.

7. *10 Beds in T.B. Hospital.*—It appears that a similar demand was considered by the First Industrial Tribunal and was rejected. The medical arrangements of the company appear to be satisfactory. The demand is not, therefore, justified.

8. *Amendment of the Calcutta Tramway Act.*—This does not come within the purview of the Industrial Disputes Act.

9. *Short Cash.*—This issue was not pressed during conciliation.

Yours faithfully,

Sd/- N. R. SIRCAR,

*Assistant Secretary.*

No. 2141/1 (2)-I.R.

Copy forwarded for information to the Calcutta Tramways Co. Ltd.,  
P.4, Mission Row Extension, Calcutta-1.

CALCUTTA,

The 29th May, 1958.

Sd/-

*Assistant Secretary.*

## Appendix IV

### *Memorandum submitted to the Chief Minister by the Tramwaymen on 20th June 1958*

To

The Chief Minister, Government of West Bengal.

Dear Sir,

The problems of the tramwaymen are already known to you. The strike staged on 14th May last has clearly manifested the depth of discontent amongst the tramwaymen. But the management has given no indication that they are awake to the extent and depth of the crisis. We have met the Labour Minister and have requested him to use his good offices for an early settlement failing which the workmen will be reluctantly compelled to resort to direct action.

In our eagerness for coming to an immediate settlement and avert a strike we have offered the following minimum terms which we would like to reiterate below:

1. Let the Management (a) assure that they will implement the awards of the tribunals.  
(b) accede to the demands which do not involve heavy economic commitment *viz.* introduction of Service Books, amendments of service rules, constitution of Service Boards, Gratuity etc.  
(c) give some interim cash relief.
2. The Government should institute a high power commission to investigate into the affairs of the Company with special reference to the charges of Corruption, nepotism and bad and harmful economic practices etc.
3. Other demands of the workmen may be referred to this High Power Commission for adjudication

The Unions have intimated their inability to participate in the proceedings of the tribunal where four out of 13 demands have been referred by the Labour Department and the rest have been rejected equally arbitrarily.

Under the circumstances, we would request you to please intervene so that an early settlement may be made possible and the city may be spared the hardships consequential upon a tram strike if that becomes inevitable.

Yours faithfully,

DHIREN MAZUMDAR  
*Tramway Workers' Union.*

NEPAL CH. ROY M.L.A.  
*Tramway Employees' Union.*

BALIRAJ SINGH  
*Tram Mazdoor Panchayat.*

RAM PARVESH SINGH  
*Tram Mazdur Sava (Ind.).*

MOHD. NISAR  
*Tramwaymens' Union (Ind.).*

## Appendix

*Calcutta Tram Mazdoor Panchayat 35-B, Wellington Street, Calcutta-13-  
Dated 5th July, 1958.*

To

The Agent,

The Calcutta Tramways Company Limited,

P-4, Mission Row Extension,

Calcutta-1.

Dear Sir,

The undersigned has been directed by a General Meeting of Tramwaymen held under the auspices of the Central Joint Committee of Tramwaymen on Friday, the 4th July 1958, to inform you that the workers and employees of the Company will go on a Strike on and from the 12th of August 1958 if the demands formulated in the appended resolution are not acceded to by you on or before 11th August 1958. This is a notice as required by Section 22 (1) of the Industrial Disputes Act of 1947.

Thanking you,

Yours faithfully,

Sd/- R. K. GUPTA,

Acting Secretary.

Copies to:

1. The Chief Minister,  
West Bengal.
2. The Labour Minister,  
West Bengal.
3. The Labour Commissioner,  
West Bengal.

Appendix VI

*Deputy Minister for Labour, India.*

*Camp, Calcutta, 6th August, 1958.*

Dear Shri Nepal Roy,

With reference to your letter of date and the conversation we had this morning regarding the proposed tramway strike, I have consulted Shri Abdus Sattar, West Bengal Labour Minister. He has kindly agreed to the following arrangements with regard to the various issues mentioned in the communication addressed by you to the Labour Minister of the Government of West Bengal.

- (i) Government of West Bengal will make enquiries regarding your contention about non-implementation of the provisions of the award which are in force and will do the needful for speedy and effective implementation of the same, including legal action, if it becomes necessary. The services of the Implementation Division of the Labour Ministry will also be available if needed.
- (ii) Further attempt will be made by the Labour Department of the Government of West Bengal to bring about conciliation between the Unions and the Management with regard to all legitimate points in dispute. In case of failure, Government of West Bengal will refer the appropriate issues for adjudication.

In view of the above, I request you to advise the members of the Union to withdraw the strike notice and be helpful in creating a favourable atmosphere for the success of the conciliation and establishing happier relations between the management and the workers.

With Salams,

Yours sincerely,  
Sd/- ABID ALI.

SHRI NEPAL ROY,

*President, The Calcutta Tramways Employees' Union,  
Calcutta-13.*

## Appendix VII

### *Press Note of West Bengal Government*

Government wish to publish the following facts relating to the current strike in the Calcutta Tramways: The charter of demands submitted on behalf of the workmen in the middle of March last was immediately taken up for conciliation by the Labour Commissioner. Several bi-partite and tri-partite meetings were held to discuss the items in the charter of demands. Government received the Conciliation Officer's report in the last week of April and referred to adjudication by a Tribunal, 4 of the most important demands of the workmen on May 10, 1958.

In the first week of May strikes occurred in all sections of the Tramways on May 3 and May 14. On both occasions Government conciliation machinery was not approached and no notices were served as required under the law for public utility concerns. Provision for a statutory period of notice for stoppages of work in public utility concerns is meant to safeguard the interests of the community and to minimise dislocation and public inconvenience as much as possible. On May 28, some of the Unions intimated their decision to the Tribunal not to participate in adjudication proceedings. On July 7, the above Unions served notices on management to strike work from August 12, 1958.

The Unions' action on May 3 and May 14, in having struck work without notice and their threat of strike during pendency of Tribunal proceedings, have been in complete disregard, not only of the provisions of law but also of the dislocation in the life and business of the city and the immense inconvenience to the public. Their refusal to participate in Tribunal proceedings has also been contrary to the Code of Discipline adopted unanimously at the highest tri-partite level in the country.

#### *Efforts to avert Strike*

In spite of such attitude and course of action adopted by the Unions as above, the Labour Department continued their efforts towards averting a stoppage of work in the interests of the workmen and particularly of the public. The Labour Minister wrote to the Unions on July 5, 1958 expressing his desire to explore, through mutual discussions, all possibilities of a settlement. He requested the Unions to withdraw the threat of an illegal strike as such an attitude was least calculated to help Government in their conciliatory efforts. There was no response from the

Unions. The Labour Minister then arranged a tri-partite conference and wrote to the Unions requesting them once again to give up their unhelpful attitude and to follow the path of negotiations and mutual consultations.

#### *Retirement Benefits*

In the tri-partite conference held on July 22, 1958 in the Labour Minister's room in Writers' Buildings, the Government supported the contentions of the Unions on several points arising out of implementation of Awards and also expressed the view that the existing retirement benefits admissible to the workmen of this concern were inadequate. The Management's attitude also has at no stage been unhelpful. It is not possible for any Management to give an on-the-spot decision on questions like gratuity which have far-reaching financial implications. The Management agreed, however, to forward the scheme of gratuity suggested by the Unions to their Board of Directors in London which has since been done.

During the subsequent period the Labour Minister in his anxiety to effect an amicable settlement continued his efforts and met the Union representatives as well as the Management several times. The Labour Minister accepted most of the suggestions of the Union leaders and on the question of gratuity, even agreed to communicate to the Board of Directors of the Company, Government's views on the propriety of enhancing the retirement benefits in some suitable form. He also stated that in the event of the Board of Directors expressing their inability to adopt a suitable gratuity scheme, Government would be prepared to consider reference of the question to an independent authority.

#### *Appeals Unheeded*

In view of the pendency of Tribunal proceedings and in view of Government's willingness to intervene in respect of such of the demands as had been referred to adjudication, the Labour Minister repeatedly impressed upon the Union leaders the desirability of not resorting to any stoppage of work, Government regret to state that the Union leaders have paid no heed to the Labour Minister's repeated appeals and have completely ignored the interests of the third party concerned, viz., the general public of Calcutta. The lack of faith demonstrated by the Union leaders in Tribunal proceedings is completely unjustified. Whatever improvement has been effected in the terms of service in this concern has so far been entirely through the efforts of the conciliation and adjudication machinery set up by Government and not through any stoppage of work resorted to by the workmen on any occasion. Since 1947 as many as six Tribunals have been set up by Government to examine and settle disputes raised on behalf of the workmen.

*Rise in Emoluments*

Substantial rise in the level of emoluments and other benefits such as increased leave, medical facilities, provident fund, travel concessions etc. have all been the results of Tribunal decisions and not of any strike. To take one example of the largest category of workmen, *viz.*, drivers and conductors, the Tribunals have awarded an increase in wages from Rs. 55/- per month in 1947 to Rs. 119.50 nP. per month at present.

Government deeply regret the immense inconvenience and hardship that the present course of action adopted by the Unions has brought about to the people of Calcutta. Government request the employers to view with sympathy and consideration such cases of late attendance in offices etc., as may be caused by, the current dislocation in the transport services of the City.



Appendix VIII

*New Delhi, 16th August, 1958.*

My Dear Nirmal Babu,

Your telegram of the 14th regarding workers of Messrs. Burn & Co to hand. But you will appreciate that the industrial relations concerning this establishment fall within the State sphere. Surely, you should be in touch with the Government of Bengal and they must be doing all that is possible under the circumstances.

Regarding tram strike, the contents of my letter to Shri Nepal Roy were drafted in accordance with his desire and on the assurance that if he gets such a letter from me, the strike notice would be withdrawn. It is bad that in spite of the needful having been done, as desired by him, the strike could not be averted. Perhaps the persons who got him under their clutches had the upper hand all through.

With Salams,

Yours sincerely,  
5d/-  
ABID ALI,

SHRI NIRMAL SEN,  
*President,*  
*Bengal Provincial National Trade*  
*Union Congress, Calcutta,*