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Separate paging is given to this Part in order that it may be filed as a separate compilation.

PART I-L

Notifications, orders and awards under the Industrial Disputes Act, 1947, and the Bombay Industrial Relations Act, 1946 (other than those published in Parts I, I-A, IV-A, IV-B and IV-C) issued by the Labour Department, Industrial Court, Industrial Tribunal, Wage Board and Registrar, Bombay Industrial Relations Act.

LABOUR DEPARTMENT.

Bombay Castle, 28th September 1949.

Order.

No. 415/48.—In exercise of the powers conferred by sub-section (*1*) of section 10 of the Industrial Disputes Act, 1947 (XIV of 1947), the Government of Bombay is pleased to refer the industrial dispute between Pure Products and Madhu Canning Limited, Bombay, and the Workmen employed under it relating to the matters specified in Annexure "A" for adjudication to the Industrial Tribunal consisting of Mr. P. S. Bakhale, B.A., LL.B., constituted under section 7 of the said Act, under Government Notification, Political and Services Department, No. 575/46, dated the 13th January 1948:—

Annexure "A".

(1) Minimum basic wages per month with yearly increments should be fixed for different categories of workers.

(2) Dearness Allowance should be paid according to Bombay Millowners' Association scale.

(3) In addition to the holidays with pay granted so far, leave should be granted every year as follows :—

(*i*) Privilege leave	...	20 days with pay.
(*ii*) Sick leave ...	...	15 days with pay.
(*iii*) Casual leave ...	...	10 days with pay.

(4) Workers should be made permanent after three months' service.

(5) Provident Fund Scheme should be started.

Bombay Castle, 29th September 1949.

48.—The award of the Tribunal in the industrial dispute between Messrs. Nowroji N. Vakil and Company, Ahmedabad, and the workmen employed under them referred for adjudication under Government Order, Labour Department, No. 664/48, dated the 13th April 1949, is hereby published :—

BEFORE P. . VYAS, ESQUIRE, B.A., LL.B., INDUSTRIAL TRIBUNAL, AHMEDABAD.

Ref : (ITA) No. 6 of 1949

BETWEEN

Messrs. Nowroji N. Vakil and Company, Ahmedabad

AND

The Workmen employed under them.

In the matter of an Industrial Dispute regarding wages, Dearness Allowance etc.

Mr. Motilal C. Setalvad, Counsel, instructed by Messrs. J. B. Mehta and M. T. Parikh pleaders for the employers.

Mr. Somnath P. Dave with Mr. R. M. Shukla for the employees.

AWARD.

The dispute between the parties has been referred to me for adjudication by the Government Order No. 664/48, Labour Department, dated 13th April 1949, under sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (XIV of 1947). The demands which form the subject-matter of the dispute are mentioned in Annexure "A" to the said Government order and they are as under :—.

(1) Since the present wages of the workers are very low, 25 per cent. increase in wages should be granted to all the workers.

(2) Dearness Allowance is not being granted. Dearness Allowance should be paid on the basis of the same received by Mill workers.

(3) Uniforms should be supplied to all the workers working in furnaces.

2. On the usual notices being issued, the parties have filed respectively the statement of claims and the written statement. The employers in the present case are Messrs. Nowroji N. Vakil and Company, Ahmedabad, who own a factory situated at Naroda Road, Ahmedabad It is a private Pottery concern manufacturing sanitary-ware, pipes, fire-bricks, cup-saucers etc. In the statement of claims it is alleged that in the factory there are about 425 workers including those engaged through contractors. In the written statement on the other hand it is stated that in the year 1948, on an average, 304 workers were engaged per day including those engaged through contractors. Whatever may be the number of the workmen, the first point which requires to be cleared is whether the persons engaged through contractors are covered under the present Reference. Mr. Dave for the employees argued that the present demands are for all workmen including those engaged by contractors. On behalf of the employers Mr. Motilal Setalvad urged that the definition of ' workman ' as given in section 2(*s*) of the Industrial Disputes Act, does not include contractor's employees and he relied on the observations by Mr. M. C. Shah in paragraph 10 of the Award in the case of Topiwala Metal Stamping Works, Bombay, *c.f.* at page 186 of the *Bombay Government Gazette*, Part I-L, dated 12th May 1949. In my opinion Mr. Shah rightly observed in the said paragraph 10 that "the definition of workman in the Industrial Disputes Act does not include a person employed by a contractor so that persons employed by contractors properly speaking, are not workmen within the meaning of the definition and in consequence a reference in respect of them will not be competent." In the present case there is no specific mention anywhere that the contract Labour is also included in the Reference and even otherwise, as shown above, the reference in respect of them will not be competent. The demands now made therefore have to be considered for all the employees excepting those engaged through contractors.

3. *Demands Nos.* (*1*) *and* (*2*).—Under these demands 25 per cent. increase in wages, and Dearness Allowance on the basis of what is received by the Textile workers at Ahmedabad, are respectively asked for. It appears as an undisputed fact that the wages of large majority of workers are below Rs. 1-4-0 per day i.e. Rs. 1-2-0 or Re. 1. Only 3 are getting Rs. 5 per day and the wages of the rest are ranging from Rs. 1-4-0 to Rs. 1-14-0 and from Rs. 2 to Rs. 3-8-0 per day. No Dearness Allowance is being paid nor has any bonus been given in any year.

4. Obviously the wages as paid are low and inadequate so far as the large majority of workers is concerned and the real question is how far the workers' demands should be allowed, either by an increase in the basic wages or by Dearness Allowance, in view of the abnormal rise in the cost of living since after the last war. Mr. Dave for the employees argued that a workman who used to get Rs. 10 in pre-war times should now get Rs. 34 if he has to maintain the same standard of life and the wages have to be determined taking into consideration the human requirements and the capacity to pay should not be the only criterion.

the workers' Arbitrator has recommended Rs. 26 as minimum wage and Rs. 35 as Dearness Allowance, while the employers' Arbitrator has recommended Rs. 22 as minimum wage and Rs. 25 as Dearness Allowance and due to this difference between them, the matter is now pending before an Umpire. It was then pointed out on behalf of the Company that it is giving some amenities to the workers. The so-called amenities are that some workers have been supplied free materials to construct katcha Huts and the company pays the Municipal Taxes and has also borne the printing charges of the stationery needed for a Ration shop maintained by it. These are not the amenities which would help the low-paid workers in meeting their daily needs in the present abnormal rise in the cost of living. Then a statement is also produced for showing what the company has done in the past ten years in revising the wages. The statement contains the names of only 21 workers who used to get the wages varying from annas 6 to annas 13 in 1939. The revision of these extremely low wages by a few annas in the case of a few persons cannot uphold the bold claim of the company that it has done in the past what it could do, to keep pace with the increased cost of living, as was now put before me. Nor can this exonerate it from its duty to pay at least a minimum wage to a large majority of workers who are low-paid at present. Even Mr. Setalvad was fair enough to concede that the low-paid workers may be allowed some relief either by increase in basic wages or by way of Dearness Allowance.

7. I am thus of the opinion that some rise should be allowed in the basic wages of the low-paid workers viz. those who are getting at present Re. 1 or Rs. 1-2-0 per day and that all should get Dearness Allowance at one flat rate. The principles regarding the fixing of Dearness Allowance are laid down by the Hon'ble Sir Harsidhbhai V. Divatia in the Award, dated 27th April 1948 in Revision Petition No. Misc. 1 of 1947 for the Ahmedabad Textile Workers. As there observed, Dearness Allowance should be calculated on the minimum wage so as to neutralize the rise in the cost of living as far as possible for a worker who is getting the minimum wage, and the percentage of neutralization may have to be lower if the conditions of the Industry or other factors are such that full compensation is not possible, and the figure of Dearness Allowance thus worked out will be the flat rate applicable for all workers which would mean a smaller percentage of relief to those receiving higher wages. In the present case I have already shown that the financial position of the Company is not so strong as to permit the neutralization at 100 per cent. as done in the case of the Ahmedabad Textile workers. What we can strive at is to fix basic wages and Dearness Allowance for the lowest category so as none gets less than Rs. 50 as the minimum in a place like Ahmedabad. On behalf of the Company also what is preferred is the flat rate of Dearness Allowance for all and reference has been made in its written statement to my Award in the Gujarat Transport Company Ahmedabad where the Dearness Allowance of Rs. 20 was allowed (c.f. at page 2482 of the *Bombay Government Gazette* Extraordinary, Part I, dated 24th May 1948).

Thus in the circumstances of the present case the just course seems to be to raise the basic wages to Rs. 1-3-0 in the case of those who now get Re. 1 or Rs. 1-2-0 per day so that none gets less than Rs. 30 for the 26 working days and to allow the Dearness Allowance of Rs. 20 per month to all the workers. It may be said that for the Textile workers at Ahmedabad the minimum basic wages is Rs. 28 for 26 working days but it is to be noted that they are allowed 100 per cent. neutralization in the shape of Dearness Allowance, while in the present case the Dearness Allowance of only Rs. 20 is allowed to all the workers at flat rate. Then on behalf of the Company a statement has been produced to show the number of persons from the same family employed in its factory. The statement shows only the so-called 72 families with 198 workers and we do not know whether all these persons really constitute the family in the sense in which we mean. Simply because some persons may be living together, it does not necessarily mean that they are members of the same family and as Mr. Dave put it, it is just possible that some persons may be living together on account of the housing difficulties in Ahmedabad. Moreover in my opinion each individual worker engaged by the Company ought to get the minimum wage which we now fix. I thus direct that the Company shall pay Rs. 1-3-0 to those workers who are now getting Re. 1 or Rs. 1-2-0 per day so that none gets less than Rs. 30 for 26 working days and that it shall further pay the Dearness Allowance of Rs. 20 per month to all the workers.

8. The next question which arises for our consideration is about retrospective effect. In the statement of claims what is desired is that retrospective effect should be given from November 1948. On the other hand in the employers' written statement it is contended that in the absence of any specific demand retrospective effect cannot legally be granted and further it would mean an additional burden on the Company. It appears that the demands were made on 21st October 1948 and the strike notice was given on 25th January 1949. Then followed the conciliation proceedings which having failed, the parties moved for a joint reference on 28th February 1949 and the reference was actually made by the aforesaid order on 13th April 1949. Now so far as the legal contention is concerned, it is not tenable and in the various Awards retrospective effect has been given even in the absence of specific demand for the purpose. I have discussed this point in my Award in the Gujarat Transport Company referred to above and I think it is not proper to say on behalf of the Company that no retrospective effect should be given. As I find the Company tried to meet the workers' demands so far as it could and when no agreement could be reached, they jointly moved for a reference under section 10 (*2*) of the Industrial Disputes Act. It would thus be proper if retrospective effect is given since after they jointly moved for reference i.e. with effect from 1st March 1949. The Company is therefore directed to pay the abovesaid rise in the basic wages as well as the Dearness Allowance to the workers concerned with effect from 1st March 1949.

7. Admittedly Burmah-Shell has the largest share of the Oil business in India. According to the Union it controls 65 per cent. of the total oil distributed in India and even according to the Company, the percentage of the civil trade controlled by it is as follows : Motor spirit 51·54 per cent., Kerosene 47 per cent., and crude oil 65 per cent., the figures of supplies to the military which are considerable being excluded from these figures.

8. A number of features peculiar to the Oil Industry have contributed to the formation of very large oil organizations. Some of these features as stated in Burmah-Shell News 2, Bombay, are : (1) The nature and properties of crude oil, a liquid substance which yields many different products with different uses and markets. (2) The geographical distribution of the oil-bearing areas, often remote from the industrial countries where oil is most used. (3) The need for specialised facilities at every stage within the industry. (4) The very large capital costs in all branches of the industry ; the high risks involved in exploration and the long delay in securing any return on outlay.

9. There are again certain underlying similarities in the physical problems of handling oil in all the many branches of the industry. Factors such as these have been favourable to the growth of integrated companies, which undertake all these varied operations from oil exploration to the delivery of the finished products to the consumers.

10. "Oil interests outside the Soviet Union and Mexico are the monopoly of two powerful combines. Production is usually owned either by the Royal Dutch-Shell or one of its subsidiary companies or by one of the Standard companies, alone or in partnership with another big American oil corporation like Socony-Vacuum or Texas Oil Co. With regard to Great Britain it means that the Royal Dutch-Shell combine controls virtually all oil production held in British hands. The main exception is provided by the Anglo-Iranian Oil Company, but here too, the Royal Dutch-Shell is credited with having bought a large part of the share capital" from Oil and Foreign Policy by Michael Brooks, page 14.

11. Mr. Godiwalla relying on several passages taken from books and periodicals to which I need not refer here has argued (1) that the Burmah-Shell Oil Storage and Distributing Company of India Ltd., Bombay, is only a subsidiary company of the Royal Dutch-Shell, (2) that the various companies, i.e., Burmah Oil Co., Shell Petroleum Co., Prices Bromborough Ltd., etc., who sell petroleum and other products to the Burmah-Shell Co., are also subsidiary to the Royal Dutch-Shell, (3) that therefore the difference between the purchase price and the selling price of various petroleum products, etc., or in the alternative the commission charges, are in the case of Burmah Shell Co., not a real indication of the profits made by the Company as the prices and/or commissions themselves could be manipulated to show minimum profits, (4) that in assessing the capacity to pay not only the capacity of Burmah-Shells

should be taken into account but also of the Royal Dutch-Shell which is almost unlimited and (5) that the industry should therefore pay a "living wage" as distinct from a "minimum wage" to its workers.

12. The Company has naturally very strongly taken objection to this line of argument. It is not at all necessary for my purpose to expand the scope of my enquiry or to enter into any of the allegations made by Mr. Godiwalla in this connection. It is enough for my purpose that 95 per cent. of the total oil distribution in the country is in the hands of the three companies mentioned before and that Burmah-Shell has the largest single share if not the major share in the distribution. Mr. Vimadalal at the hearing has further considerably simplified my task; while contesting every demand of the Union he conceded that the Company was not relying on capacity to pay as an answer. Mr. Vimadalal's line of objection may be briefly stated in this manner: (1) that the wages and other conditions of service prevailing in the Company were quite fair and no case had been made out therefore for the revision, (2) the fact that the Company paid higher wages when other industries were paying low wages is no argument for compelling the Company to pay still higher wages because wages in other industries are now increased, (3) that there was considerable competition amongst the various major distributors and that the wages prevailing in Burmah-Shell compare favourably with the wages paid in Standard Vacuum Oil Co. Ltd., the Caltex (India) Ltd., and other oil distributors and that any extra burden on Burmah-Shell would adversely affect the competitive capacity of this concern, and (4) that the margin of profit made by the Company at present was extremely reasonable and although prices are not controlled at present the Company would not be in a position to revise the prices without the consent or at any rate without consulting the Government of India, and, therefore, any further increase in the burden would adversely affect the profits of the Company.

13. In passing I may deal casually with each of Mr. Vimadalal's arguments. With regard to the first argument of Mr. Vimadalal I shall deal with it at length in dealing with wages. I may only state that the conception of fair wages is not a static conception. What constitutes "Fair Wages" at a particular time depends upon a variety of factors and what may be considered fair at one time may not be considered so later.

14. With regard to the second argument I may only state that while it is true that industries which were paying higher wages should not be penalised for all times to pay higher wages, it cannot be denied that it creates some such expectation amongst their employees which cannot be entirely disregarded. It, at any rate, creates some kind of moral obligation on such industries to maintain, subject of course to their capacity to pay, a higher standard till at least the "living wage" standard is reached.

15. With regard to the possible adverse effect on the Company's competitive capacity, I certainly regret that I have only before me one Company not the others. From the Awards both in the Standard

Vacuum Oil Company and Caltex (India) Ltd., however, I find that the learned adjudicators therein have been considerably influenced in fixing scales and other conditions of service by the scales prevailing in Burmah Shell which is a much larger concern. If I were in my turn again to be influenced by the scales prevailing in Caltex (India) Ltd., and the Standard Vacuum Oil Company Ltd., which have largely been fixed with reference to scales prevailing in Burmah-Shell, it would only result in freezing wages at the existing levels in Burmah-Shell and preventing further progress. Till we reach the living wage standard, comparisons should only be resorted to as a means for securing progress and not as a check to progress.

16. With regard to the last argument, though put differently, it resolves itself into "capacity to pay". I have already dealt with it partially and I shall also be dealing with it hereafter.

17. The wage-level may be fixed either (1) with reference to the capacity to pay of a particular concern, or (2) with reference to the capacity to pay of the whole industry. I am dealing in this adjudication with Burmah-Shell alone and the other companies are not before me. Nor is any evidence led of the financial condition of the other companies or the capacity to pay of the whole industry. While I agree that the wage-scale paid in other concerns in the same industry and very often even in other industries is both relevant and useful, it is not the sole criterion and should not come in the way of revising the wages if the concern has the capacity to pay higher wages. The Company in this instance has at least in a general way not denied its capacity to pay the various demands put forth by the Union. I would therefore be justified if I were only to look to the capacity of Burmah-Shell alone to fix certain wage-scales and other conditions of service which I consider to be fair, without reference to the capacity of the industry as a whole. However, certain statements and observations in the awards in the disputes between Caltex (India) Ltd., and the Standard Vacuum Oil Companies and their workmen are useful to ascertain the capacity of the whole industry. I am aware that these observations are with reference to demands which are certainly not identical but many of the demands were to some extent similar and with some exceptions much higher than what I shall award. In the dispute between *The Standard Vacuum Oil Co., Ltd.*, and *The Workmen employed under it in its installations in Bombay* (published at page 1753 in the *Bombay Government Gazette* Extraordinary, Part I, dated 23rd April 1948, paragraph 5), the learned adjudicator has observed: "The Company on its part, does not dispute its capacity to pay reasonable wages suited to the several occupations taking into account all the benefits and concessions allowed by it in addition to the wages." Similarly in the dispute between *Caltex (India) Ltd., Bombay* and *The Workmen employed under it* (published at page 387 of the *Bombay Government Gazette* Extraordiary, Part I, dated 27th January 1949, paragraph 3), the learned adjudicator has also observed: "The Caltex

(India) Ltd., has produced before me its balance sheets for the years 1944 to 1947 and on a careful study thereof I have come to the conclusion that the Company's financial position is quite sound. I must also, in fairness to the Company, state that it had not pleaded its incapacity to pay as a defence to the demands put forward by the workmen". It, therefore, appears from the observations made both in the Standard Vacuum and Caltex (India) Ltd., that the oil distribution industry in India even taken as a whole does not dispute its capacity to pay "Fair Wages". I may, again, make it perfectly clear that I am not assessing the capacity of the whole industry in this matter as the other companies are not before me nor is any evidence led with regard to their capacities. It may also be noted in this connection that the workers in petroleum industry all over the world get slightly higher wages than their confreres in other industries as can be seen from the Petroleum Committee's Report, Record of the First Session page 62 which reads: "The workers in the petroleum industry are not among the lowest paid; indeed, in some countries, it would appear that the skilled petroleum workers are among the best paid as compared with workers in other industries."

18. The oil distributing industry is also one of the industries which has a great future: "The world's oil needs grow greater every year. The development of vast territories of the world, now largely unproductive but ultimately destined to become major sources of food and raw materials, also depends upon transport and machinery which will require oil. Above all, the needs of India continue to grow. When the war ended the demand for oil products, far from diminishing temporarily as had been expected, continued to expand with greater rapidity than ever and by 1948 the world's total consumption was 70 per cent. higher than it had been in 1938", from the Burmah-Shell News 2, Bombay, page 17. Again, the Petroleum Committee's Report, Record of the First Session page 32, has this to say with regard to the future of the oil industry: "Broadly speaking the petroleum industry provides areas of profitable activity for virtually every part of the world, and there appears to be every indication that the total world consumption of this amazing base product and its by-products will increase tremendously with further developments in the use by every country of automobiles, aircraft, power equipment, ships, electrical appliances, and all sorts of motors and machinery the operation of which is entirely dependent upon some product derived from petroleum."

19. What is true of the petroleum industry in general is also true of the future of the Oil Distribution Industry in India. It is not necessary for me to determine whether the Burmah-Shell Company is a subsidiary company of any other big world-wide organization or not. Oil is an international commodity and the petroleum industry I find is an industry which has an international aspect. The problem of improving the standards of wages and the working and living conditions of the underdeveloped countries is one that concerns the industry throughout the world; for in the words of the Declaration of Philadelphia, "poverty

anywhere constitutes a danger to prosperity everywhere." I, therefore, think that it is one of the industries which should try to give effect to the solemn obligation contained in the Declaration of Philadelphia to promote "policies in regard to wages and earnings, hours and other conditions of work calculated to ensure a just share of the fruits of progress to all, and a *minimum living wage* to all employed and in need of such protection".

20. I shall approach the question also from another point of view. In the course of the hearing I put to Mr. Godiwalla a problematical question: assuming that as a result of this award the total burden upon the Company was increased by about 40 per cent. and assuming that the whole of it was passed on to the consumer what would be the total effect on the sale price to the consumer? I put this question because I knew that Burmah-Shell was a distributing company and not a manufacturing company and that, therefore, the total wage-bill formed only a fraction of the cost per unit. Mr. Godiwalla in answer to that question worked out the figures, *vide* Exhibit 7(*u*), which are as follows: In the year 1947 the average monthly salary wage-bill per rupee sale proceeds of the Company came to Re. 0-0-6·8; wage-bill per gallon of kerosene came to Re. 0-0-5·1 and per gallon of petrol to Re. 0-0-10·2. Mr. Godiwalla further contended that the sale proceeds for 1948 had gone up by 50 per cent. and were still higher in 1949 and that therefore the incidence of cost on account of the wage-bill may have proportionately gone down. According to Mr. Godiwalla therefore as the incidence of cost on account of the wage-bill was so low even if the whole of the fresh incidence was transferred to the consumer it would hardly make any appreciable difference in the price. The Company at my request has also prepared a statement being Exhibit 21(*c*). That statement is in respect of kerosene only. According to the Company the statement prepared by it was on the basis of a 40 per cent. increase in salaries, wages and dearness allowance. Even if the whole of the 40 per cent. increase as stated by the Company in respect of salaries, wages and dearness allowance was distributed to the Bombay Province it would mean an additional cost of Re. 0-6-11 per 8 gallons which works out to 10·39 ps. per gallon. If, however, the same was distributed locally, that is, to Bombay City, it would lead to an increase of Re. 0-3-9 to 4 as. per gallon. There is no reason why the whole of any fresh burden should be transferred to the consumers. Besides, such portion of the additional burden as is transferred by reason of the addition to the wage-bill should apply to the whole of the Province and not to the City of Bombay alone. I also do not propose to increase the total cost by 40 per cent. and even if some part of the burden which I impose is ultimately transferred to the consumer the additional burden on the consumer would be negligible.

21. I can, therefore, conclude from what I have stated above that (1) Burmah-Shell should pay what are now termed "fair wages" to its workers, (2) that such fair wages could certainly be slightly higher than the wages paid in several other industries, (3) that the additional burden is not beyond the capacity of Burmah-Shell to pay, and (4) that

even if as a result of some wage increase a certain proportion of the additional burden has to be transferred to the consumer, which I do not expect, that burden will be negligible.

ANNEXURE "A".

22. The demands of the workmen are divided into two parts, annexure "A" and annexure "B". Annexure "A" purports to refer to the demands of all employees in the Company's Branch and General Manager's Offices in Ballard Estate; and of clerical and service staff employees in Bombay Installations. Annexure "B" refers to the demands of all workmen of the Burmah-Shell Installations at Sewree and Wadi Bunder and Santa Cruz and Juhu Aviation Service Stations including Watch and Ward, Drivers and Cleaners, but excluding clerks and service staff.

23. Annexure "A" begins by saying that a liberal "Service Rules" should be framed in consultation with the Burmah-Shell Employees' Union and the Company, which should be binding on both the Company and the employees. I am given to understand by Mr. Godiwalla, who appeared for the Union, that such service rules exist in the United States and other enlightened countries. Unfortunately, however, a copy of such service rules was not at any time made available to me. These service rules may relate to matters which are provided for now-a-days in the Standing Orders framed under the Industrial Employment (Standing Orders) Act, 1946. The Government of Bombay have framed model standing orders and rules both for the workmen and for clerical staff. The Burmah-Shell Co. itself has its own standing orders and I am informed that these have been submitted for approval to the proper authority appointed under the Act. I, therefore, do not see the necessity for any service rules apart from the Standing Orders in respect of matters covered by them. The major part of the terms of employment and conditions of service are also the subject-matter of this adjudication. My award will embody the terms of employment and conditions of service which have been referred to me for adjudication and the same will become available to such of the workers as desire to have them. I, therefore, award in respect of this demand that the Standing Orders and this award together do constitute the service rules and the Company should hang or paste at important places in the offices and in the various installations of the Company a few copies of the Standing Orders and of this Award for the reference of workers. I also recommend to the Company that their Labour Officer should explain sympathetically to such of the workers as are in doubt matters relating to their terms and conditions of service. In the absence of any definite suggestion, I regret I cannot give any direction beyond what I have given.

24. The Union has further demanded that amendment to such service rules should be made after due notice and by mutual agreement. The Industrial Employment (Standing Orders) Act, 1946, provides the machinery for the amendment of Standing Orders and without recourse

to that machinery, it will not be open to the Company to change the Standing Orders. As regards the matters covered by my award, the award itself will be binding for a period of one year. That being so I cannot extend my own jurisdiction beyond that period by granting the demand of the Union and to that extent I reject this part of the demand. The Union has stated that service rules should be based on the following demands of the employees :—

Demand No. 1 in annexure " A " is as follows :—

(1) *Scales of salaries—*

Group A—

Sweepers—Rs. 40—2—90.
Waiters—Rs. 40—1½—55—2—85.
Sepoys, Hamals and Cleaners—Rs. 40—2—60—3—105.
Cycle Peons—Rs. 45—2—75—3—105.
Liftmen/Butlers—Rs. 50—2—70—3—115.
Filing Sepoys—Rs. 50—3—80—5—115.
Carpenters and Binders—Rs. 60—3—90—5—165.
Cooks—Rs. 75—3—105—5—180.
Drivers—Rs. 75—5—150—7½—225.

Group B—

Clerks, Typists, Tracers and Motor Mechanics—Rs. 100—10—200—12½—325—15—400.
Comptists and Posting Machine Operators—Rs. 125—10—225—12½—350—15—425.
Stenographers and Draftsmen—Rs. 150—10—250—12½—375—15—450.

In accordance with the above set scales existing salary of all employees should be adjusted with retrospective effect from 1st April 1946, to provide for the annual increments for the number of years of service they have already put in.

A Havildar when promoted from sepoy should be entitled to an additional salary of Rs. 5 per month.

University Graduates under Group B should be started with four advanced increments.

Any employee when promoted as Section Head under Group B categories should be given an immediate rise in salary of Rs. 50 per month, and further annual increments for the remaining period of his minimum 25 years' service should be increased to provide for an additional Rs. 50 being reached at the completion of his 25 years' service, in other words, a Sectional Head should draw on completion of his 25 years' service a salary of Rs. 100 more than an ordinary employee of the category to which he belonged.

Salaries of existing Section Heads should be adjusted as under :—

(*a*) For those who have not completed 25 years of service their present salaries should be raised first to the level of the above scales

for the period of their service according to the Group category in which they are Sectional Heads and an immediate rise of Rs. 50 and a further rise of Rs. 50 to be given as stated in paragraph immediately preceding.

(*b*) For those who have completed 25 years of service, their salaries should be first raised to the maximum of the above scales according to the Group categories in which they are Sectional Heads and a further immediate rise in salary of Rs. 50 to be given.

Employees drawing a salary more than the salary provided under the above scales should continue to do so and should also be entitled to draw their regular increments without break as per the above scales.

The probationary or temporary period for any employee who should draw the basic salary as provided in the above scales of pay during the period of probation should not exceed three months after which period the employee should automatically be confirmed.

25. This demand relates to salaries and is divided into two parts, Group "A" and Group "B". Group "A" refers to employees included in annexure "A" other than the clerical staff employed in the Company's branch and General Manager's Offices in Ballard Estate and service staff employees in Bombay Installations. Group "B" refers to members of the clerical staff both at the Company's Branch and General Manager's Offices in Ballard Estate and the clerical staff in the Bombay Installations. Group "A" consists of several categories of workers who are also included in Annexure "B", the only difference being that the persons mentioned in annexure "B" are working at the installations at Sewree, Wadi Bunder, Santa Cruz and Juhu Aviation Service Stations, while persons mentioned in Group "A" are working in the Company's Branch and General Manager's Offices at Ballard Estate. The categories of workers who are thus common are Sweepers, Cleaners, Carpenters and Motor Mechanics. The Company has stated that these people are transferable from the installations to the Head Offices and Branch Offices and from the Branch Offices to the installations, the service of the people so transferred being treated as continuous. There is, therefore, no justification for fixing different scales and grades for people at the Head Offices and Branch Offices and at the Installations. Besides the same would lead to considerable discontent and heart-burning. The Company has therefore submitted that these people should be transferred to Annexure "B". It is not in my power to transfer these categories of workers to Annexure "B". I, however, concede the justice of the Company's submission and, therefore, in respect of these employees I shall prescribe the same scales of wages and other conditions of service which I shall prescribe in respect of persons included in Annexure "B".

26. For the sake of convenience I shall deal with Group "B" first. A substantial part of the arguments reproduced below, as also my

observations equally apply to Group "A" as well as to Demand No. 1 in Annexure "B" and should be taken as such. The Union has demanded a scale of Rs. 100—10—200—12½—325—15—400 for clerks, typists, tracers and motor machanics.

27. The Union has in its statement stated that the wage structure in this country is based on a minimum that does not even supply the bare necessities of daily life and that, therefore, it is very necessary that the wage structures should be raised from the very base. The Union has further stated that the bulk of the employees before 1939 were living below the poverty line and that the constant rise in the cost of living has forced them further down this poverty line. As the principle of minimum wage is finding growing recognition in these days, the minimum wage to be fixed should approximate to the living wage standard of Rs. 55 for a worker as recommended by the Bombay Textile Labour Enquiry Committee. Any attempt to look upon these standards as a distant ideal rather than a crying immediate need would in fact indefinitely condemn the employees to intolerable conditions of existence. The recommendations made by the Central Pay Commission according to the Union did not guarantee even the nutritional minimum for a vast majority of employees and are by no means an appropriate measuring rod and model to be copied in fixing the minimum wage. The Union has, stated that the minimum wage should be fixed at a figure much higher than Rs. 55. Even as regards this minimum living wage of Rs. 55 recommended by the Textile Labour Inquiry Committee, the Union has submitted that this is an extreme case of understudy and statistics and that the different heads which constitute the minimum living wage are a very conservative estimate. It has taken special exception to the estimate of the size of the family and the per day calory requirements calculated by the Committee. Accordingly, the Union feels that their demand for a minimum wage of Rs. 40 is extremely low.

28. As regards Group "B", the Union has further submitted as follows: "It is observed in the adjudication report of the dispute between the Postal Workers' and the Central Government by Mr. Justice Rajadhyaksha that the standard of living of the middle class families is 80 per cent. higher than that of the working class family. This observation is accepted by most of the adjudicators. Even though the employees feel that this is an under-estimate, for the present purposes, we may accept the same with certain reservations. Accepting this figure, it is obvious that the minimum living wage for a middle class family would be Rs. 99, at the pre-war level of 1939 calculating on the basis of Rs. 55, as applicable for a worker.....". On this basis the Union submits that its demand for a minimum wage of Rs. 100 per month for a clerk is extremely reasonable.

29. Unfortunately though we have family budget enquiries made and costs of living indices compiled for working class families, especially the textile workers, by the Bombay Labour Office from time to time,

there is no definite enquiry concerning middle class families. Mr. Justice Rajadhyaksha in his report in the Trade Dispute between the Posts and Telegraphs Department and its Non-Gazetted Employees has roughly worked out that the cost of living of a middle class family is about 80 per cent. higher than that of a working class family and in the absence of any data this has been accepted in the Bank Award and also in the U. P. Enquiry Committee's Report. Sir Harshidbhai V. Divatia in the arbitration between certain *Cotton Textile Mills in Bombay* v. *Their Employees*, (Reference Nos. 1, 4 and 5 of 1946, published in the *Bombay Government Gazette* Extraordinary, Part I, page 2257 of 2nd June 1947), has fixed the minimum wage of a textile worker at Rs. 30 for the pre-war period, that is, at the cost of living index 106. Taking the requirements a middle class family to be 80 per cent. higher the minimum for the clerical staff according to this works out to Rs. 54 at cost of living index 106. Assuming that prices would stabilise at some point between 160 and 180 in the cost of living index as suggested by the Central Pay Commission and if we are to fix the minimum wage on the basis of cost of living index number 160, the minimum wage would come to Rs. 81-8-0; this figure of Rs. 81-8-0 has been worked out on the basis of the minimum wage of a worker drawing Rs. 30 per month. This minimum wage has now been recognised to be the irreducible minimum which every industry should pay and if an industry cannot afford to pay it, that industry being a drag on the country's economy should go out of existence. It is also recognised that the ideal is to reach a living wage which is very different from the minimum wage. It is further recognised that that ideal is not a far off distant ideal but an ideal which must be constantly kept in view and positive steps taken to reach it within a measurable distance of time. The opinion of the Government of Bombay as reproduced in the Report of the Committee on Fair Wages on this subject reads as follows:

> "Nothing short of a living wage can be a fair wage if under competitive conditions an industry can be shown to be capable of paying a full living wage. The minimum wage standards set up, the irreducible level, the lowest limit or the floor below which no worker shall be paid..... A fair wage is settled above the minimum wage and goes through the process of approximating towards a living wage."

According to the Report of the Fair Wages Committee, while the lower limit of the fair wage must obviously be the minimum wage, the upper limit is equally set by what may broadly be called the capacity of industry to pay.

30. I have considered in the introductory portion several general questions relating to the petroleum industry. I have come to the conclusion that the Burmah-Shell Oil Storage and Distributing Company of India Ltd., Bombay, can set the pace for higher wages. If the minimum according to the above calculations works out to about Rs. 81-8-0, I would certainly be justified in fixing a starting wage for the clerical staff of this Company at Rs. 85. In AJ-IT Nos. 32 and 52 of 1948,

in the dispute between the *Oriental Government Security Life Assurance Co. Ltd., Bombay* and *The Workmen Employed under it at its Head Office in Bombay and Branch Office in Poona*, (the *Bombay Government Gazette* Extraordinary, Part I, of 29th January 1949, page 425), the learned Adjudicator Mr. M. C. Shah, has stated that according to the calculations made by the Central Pay Commission, the basic pay apart from dearness allowance of a clerical employee should be Rs. 77-8-0. If that is the minimum for non-profit making concerns like Government I think in this case I would be justified in awarding at least Rs. 85 as the minimum for clerical employees. I, therefore, award that the minimum for the clerical staff should be Rs. 85 per month. The existing minimum for clerical staff in the Burmah-Shell Oil Storage and Distributing Co. of India Ltd., is Rs. 75 and I think that the increase from Rs. 75 to Rs. 85 would not be too great a burden upon the Company.

31. At present clerical grades are divided into three classes: The "C" Grade where the minimum is Rs. 75 and the maximum is Rs. 160, the "B" Grade where the minimum is Rs. 75 and the maximum is Rs. 220 and the "A" Grade where there is no minimum but the maximum is Rs. 300. Further the Company has some Selection Grades. There are no minima for these Selection Grades, the maxima fixed being Rs. 315, Rs. 340, Rs. 370, Rs. 420, Rs. 470 and the Cashier is paid Rs. 500. Heads of small sections or assistants in a large section get the maximum of Rs. 315 whilst heads of slightly larger sections or assistants in important sections get the maximum of Rs. 340. Again, the heads of intermediate sections receive a maximum of Rs. 370. The higher maxima of Rs. 420 and Rs. 470 being given only to heads of important sections.

32. As regards Grade "C", the Company submits that those who are in Grade "C" are recruiting errors and that they have now completely ceased recruiting people to the "C" Grade. I, therefore, think that I need not prescribe any grade for persons now included in Grade "C", and I leave their scales to the discretion of the Company. I, however, award that no person even in Grade "C" should get less than Rs. 85 as minimum. I shall, therefore, take Grade "B". As I have said before the minimum in Grade "B" should be Rs. 85 and as I have increased the minimum by Rs. 10 the maximum should also be raised by that amount from Rs. 220 to Rs. 230. A comperative study of the existing grades in other concerns, such as the Standard Vacuum Oil Co., Bombay, and the Ford Motor Company of India Ltd., Bombay, would reveal that the maximum of the intermediate grade for the clerical establishment in these companies is Rs. 225. The maximum of Rs. 230 which I have prescribed for the clerical staff of this Company would exceed that maximum by Rs. 5. The maximum here prescribed by me also exceeds the maximum prescribed for clerks in the Junior Grade in the Oriental Government Security Life Assurance Co. Ltd., Bombay, by Rs. 20.

33. The Union has demanded that annual increments should be Rs. 10 at least. The Union also claimed that such increments are given

in Caltex (India) Ltd., and in several other concerns. That statement, however, does not seem to be supported by actual facts. No automatic increments exist in this Company either for Grade " A " or Grade " B ". The Company has claimed that it grants increments according to merit and efficiency and that increments are distributed in such a manner that everyone of the Company's employees reaches the maximum of his grade before he attains the age of 50 years. The Company has strenuously objected to automatic increments. It has also suggested that if I take the view that automatic increments should be given, the " spread-over " should extend to at least 25 years as otherwise there is discontent among senior members of the staff, who reach their maximum rather early and do not get any further increments. I have considered the Company's objection to automatic increments but do not agree with it. I think a graduated scale of increments is preferable. I have, therefore, prescribed increments of Rs. 5 for the first three years, Rs. 7-8-0 for the next 8 years and Rs. 10 during the last 7 years. There are sufficient number of higher grades in this Company to serve as incentives and, therefore, a provision for automatic increments will not lead to a lowering in the standard of efficiency or diligence. I also do not agree with the Company's contention that the increment spread-over should be for 25 years. After taking into consideration several factors I award the following scale for Grade " B " employees :—

Rs. 85—5—100—7½—160—E.B.—10—230

3 years 8 years 7 years

18 years -

34. At present the Company has no minimum for Grade " A ". The Company submits that generally speaking no person is directly recruited to this grade and that persons are promoted to this grade from Grade " B " at the end of about 6 years when the Company is convinced of their ability, that when an employee is so promoted he knows that he will reach Rs. 300 and that it is not necessary to fix the minimum. The Company has further submitted that higher increments are given to clerks in Grade " A " than in Grade " B ". I think it is necessary that I should fix the minimum for Grade " A ". I shall fix this on the basis that persons who are taken up in this grade have to complete at least 6 years' service in the Company in Grade " B ". The minimum which I, therefore, fix for Grade " A " is Rs. 130. The Company's present maximum for Grade " A " is Rs. 300. I do not think it is necessary to increase the maximum of Grade " A " as the maximum is Rs. 25 higher than the maximum prescribed for the Senior Grade in the Bank's Award, (*vide* Ref. No. 6 of 1946 and Ref. No. 10 of 1947 published in the *Bombay Government Gazette* Extraordinary, Part I, of 9th April 1947 at page 1099), and for clerical employees of the Oriental Government Security Life Assurance Co., Ltd., Bombay (*vide* AJ-IT Nos. 32 and 52 of 1948 published in the *Bombay Government Gazette* Extraordinary, Part I, of 29th January 1949 at page 425). The maximum of Rs. 300 existing in this Company is considerably higher than the maximum of the General

Grade prescribed at present for clerks employed in the Standard Vacuum Oil Co., Bombay, which is Rs. 260, (*vide* AJ-IT No. 22 of 1947 published in the *Bombay Government Gazette* Extraordinary, Part I, of 17th September 1948 at page 4205), and for Ford Motor Company which is Rs. 270. The Standard Vacuum Oil Co., Bombay, has also a Senior Grade the maximum of which is Rs. 345, but possibly that is meant to include Sectional Heads, etc., for whom it will be seen Burmah-Shell have got separate Selection Grades. I, therefore, think that it is not necessary for me to increase the maximum of Grade " A ".

35. As regards spread-over of increments, persons in Grade " B " are ordinarily promoted to Grade " A " after completing 6 years in Grade " B ". The spread-over therefore cannot be 18 years, as is in Grade " B ", but must be a little less. I have, therefore, prescribed in Grade " A " a spread-over of 15 years, so that a person who joins the service of the Company in Grade " B " may reach the maximum of Grade " A " of Rs. 300 in about 21 or 22 years. I do not think it advisable to prescribe a longer spread-over as suggested by the Company. This is a large concern 10 to 15 per cent. of whose personnel have a reasonable prospect of being absorbed in the Selection Grades, provided, of course, they possess the necessary ability. This in itself should suffice as an incentive for them to show greater diligence and efficiency.

36. As regards increments in Grade " A " they must be higher than those prescribed in Grade " B ". I, therefore, prescribe the minimum increment of Rs. 10 bearing in mind that persons are usually promoted to this grade after serving for 6 years in the " B " Grade. Though I have not increased the existing maximum in Grade " A ", yet employees in grade " A " will be benefitted considerably, as they will receive annual increments regularly and will also reach their maximum much earlier than is the case at present. I, therefore, award the following scale for Grade " A " employees :—

Rs. 130—10—240—E.B.—15—300.

11 years. 4 years.

37. Coming next to Selection Grades, there are several Selection Grades in this Company. The maximum of the lowest Selection Grade is Rs. 315, while the maximum of the highest Selection Grade is Rs. 470, except in the case of the Cashier who is paid Rs. 500. There exists no minimum for any of these Selection Grades as such. The Selection Grade of Rs. 315 is given to the head of a small section or the assistant in a large section. In the Standard Vacuum Oil Company, Bombay, (AJ-IT No. 22 of 1947), and the Ford Motor Co. of India Ltd., Bombay, (AJ-IT 21 of 1947), there are no Selection Grades but Sectional Heads are naturally placed in the Senior Grade. The maximum of this Senior Grade being Rs. 340 and Rs. 345 respectively every Sectional Head,

whether of a big or a small section, is likely to reach this maximum. Therefore the maximum of the lowest Selection Grade in this Company—Rs. 315—is less compared to the maximum of the Senior Grades in the Standard Vacuum Oil Company, Bombay and the Ford Motor Company of India Ltd., Bombay. In the Imperial Chemical Industries (India) Ltd. (Dyes Department), Bombay (*vide* No. A.R. 10 of 1946 published in the *Bombay Government Gazette* Extraordinary, Part I, of 19th November 1947 at page 4375*a*), Head Clerks are paid Rs. 230 in the 21st year of service rising up to Rs. 500 in the 30th year. In Greaves Cotton & Crompton Parkinson Ltd., Bombay (1948 I.C.R. (Bom.) page 223, at page 230), the scales prescribed for Sectional Head is Rs. 220—15—400. The Burmah-Shell Company has no fixed minimum for persons who are promoted to these Selection Grades. The Union also has not demanded a minimum or maximum for Sectional Heads, but has demanded that any person who is appointed as Section Head should get an increment of Rs. 50 on appointment and that at the end of 25 years' service he should receive Rs. 100 more than what he would have received in the grade from which he was taken up. The Company has, however, contended that persons who are recruited by it to this grade are generally those, who, the Company considers, possess some unusual ability. The Company says that, as the name itself implies, the persons in these grades are " selected " by the Company from among a large number of persons and as such the Company is not likely to do any injustice to them, and that, therefore, I should leave them entirely out of account. The Company has further stated that substantial increments are given to these persons when they are recruited to the Selection Grades and that the maximum prescribed by the Company for the various Selection Grades are quite generous and no case has been made out by the Union either for fixing the minimum for these grades or for increasing the maximum. In my view the work done by the head of a section or even by an assistant of an important section is different from the work performed by a clerk in Grade " A ". I, therefore, think that once a person is confirmed in the Selection Grade he should be given an increment of Rs. 25.

38. As I have awarded that an immediate increment on confirmation of Rs. 25 should be given I do not think it is necessary for me to prescribe the minimum of the Selection Grade. I, however, think that the maxima of Rs. 315, Rs. 340 and Rs. 370 prevailing in the Company for certain Selection Grades are rather low and I, therefore, award that the maxima of these lower Selection Grades should be raised to Rs. 325, Rs. 350 and Rs. 375 respectively. I cannot direct any changes in the maximum of the higher Selection Grades as the Union has demanded that the maximum should be Rs. 100 more than that of an ordinary employee of the category to which the selected person belonged. Therefore, having fixed Rs. 300 as the maximum of Grade " A " I have no jurisdiction to fix a higher amount than Rs. 400 in the Selection Grade. Even otherwise I think the higher maxima are quite fair.

39. It may safely be assumed that the annual increments granted to persons who are absorbed in the various Selection Grades will be at least those which are given to employees in Grade "A", and may be even higher. I do not think I should prescribe any increments.

40. The Union has further demanded that University Graduates under Group B should be started with 4 annual increments. The Company has strenuously opposed this demand on the ground that graduates are necessarily not of greater use or benefit to the Company. than non-graduates. I do not agree with the submission of the Company. Exceptions apart, a man of higher academic qualification is likely to be of greater value to the Company than others. It is also fair to a graduate that he should receive some higher remuneration. I, therefore, direct that in case graduates are employed as Group "B" clerks, they should be started on Rs. 95, that is, they should receive Rs. 10 more than non-graduates. The Company states that larger increments than those demanded by the Union are given to better qualified people, who are likely to be of greater use to the Company. As regards such persons I recommend to the Company that it should continue its present practice of giving them a larger initial start.

41. These "A", "B" and "C" Grades prescribed by me do not apply to what are termed in the Company's service as Grades II Clerks. Clerks in this particular grade are all employed at the installations. The inauguration of category Grade II Clerks was made after discussions with the National Oil Workers' Union. Under an agreement with the said Union, those employed in the category of Tallymen (labour staff) who were found on examination to be capable of doing a simple and routine type of clerical work, were promoted to the category of Grade II Clerks as from 1st April 1947. The National Oil Workers' Union had never urged or even suggested that employees of this type, some of whom were promoted from the grade of sepoys, etc., should be graded with "A", "B" or "C" Grade clerks whose educational standard for recruitment is at least that of Matriculation. The effect of the agreement with the National Oil Workers' Union was that from a minimum/maximum wage (on a 26 day month) of Rs. 32-8-0 to Rs. 52-13-0 they rose to a minimum/maximum of Rs. 60 to Rs. 110. They were also given the benefits of the higher dearness allowance scales in force for clerical staff. According to the Company the work performed by these Grade II Clerks is similar to that of ticket boys and ticket checkers in textile mills and tallymen in the engineering trade and the Company submits that the scale agreed to was a generous one. I agree with the Company that the scales prescribed by me for "A", "B" and "C" grade clerks should not apply to category Grade II Clerks. In Reference Nos. 43 of 1947 and 17 of 1948, *The Millowners' Association, Bombay* and *The Employees of Cotton Textile Mills in Bombay* (The *Bombay Government Gazette* Extraordinary, Part I, dated 28th October 1948 at page 4772), in respect of employees who occupy a position lower than that of a full fledged clerk but higher than that of an operative, a scale of Rs. 40 rising

to Rs. 105 is prescribed. In the Oriental Government Security Life Assurance Co. Ltd., Bombay (*vide* AJ-IT Nos. 32 and 52 of 1948), there is a similar category of clerks who are described as Record Clerks and the salary prescribed for them is Rs. 50—3—74—E.B.—3—80—5—120. The Burmah-Shell Company pays Rs. 60 as minimum and Rs. 110 as maximum to category Grade II Clerks. I agree with the Company that the distinction should be maintained. I have increased the grade of ordinary clerks from Rs. 75 to Rs. 85, that is, by a sum of Rs. 10 and I think, therefore, that an increase of Rs. 5 in the minimum for category Grade II Clerks is justified. The maximum granted for the Record Clerks in the Oriental Government Security Life Assurance Co. Ltd., Bombay, is Rs. 120 which is higher than what is paid by this Company. I think that it is only fair that Grade II Clerks should get the same maximum. I, therefore, award a scale of Rs. $\frac{65—3—80—E.B.—5—120}{5 \text{ years} \qquad 8 \text{ years}}$ for Grade II Clerks.

42. *Typists.*—As regards typists the Company's present grade is that of Grade "B" clerks for all typists, except the head typist, who is paid the maximum of Rs. 300. It is usual to prescribe the same grade for typists as is prescribed for Junior Clerks. I, therefore, award the same scale to typists which I have awarded to Grade "B" clerks. The increments and the efficiency bar prescribed by me in that grade will also apply to typists. There is at present a head typists in the Company's service who draws the maximum of the "A" Grade, that is, Rs. 300. This head typist should, therefore, get the grade prescribed by me for Grade "A" clerks which is : Rs. 130—10—240—E.B.—15—300.

43. *Stenographers.*—As for Stenographers, the Company has at present two grades. A stenographer in "B" Grade receives Rs. 100 and rises with one efficiency bar to the maximum of Rs. 220, while the stenographer in the "A" Grade rises to the maximum of Rs. 300. Besides the Company has got a Selection Grade for Stenographer and the incumbent of that post is the head of a small section and the maximum of his grade is Rs. 350. The Union on the other hand has demanded a scale of Rs. 150—10—250—12½—375—15—450. This demand is far too high. I think it is desirable to have two grades for stenographers —"A" Grade and "B" Grade—as exist today in the Company. The minimum of Rs. 100 of the "B" Grade stenographer is in my view very low. After considering the scales awarded in several other awards to stenographers I prescribe the following two grades for them :—

Junior Stenographer—Rs. 125—7½—170—E.B.—7½—200—10—230.
Senior Stenographer—Rs. 150—10—240—E. B.—15—300.

44. The maximum of the Stenographer who is the head of a small section should as before continue to be Rs. 350.

45. *Tracers.*—The prevailing scale for tracers in this Company is Rs. 100 to Rs. 240. There are five tracers at present employed in this Company and the Union has demanded for them the same scale as it has demanded for typists. The Company has a separate scale for tracers, viz., minimum Rs. 100 maximum Rs. 240, *vide* Exhibit 25(*c*). The work of tracers, according to the Union is to prepare minor drawings and tracings and to assist the draftsmen in their work. I think that it is but proper that a tracer should have a higher scale than the one prescribed by me for typists, who are merely Grade "B" clerks. Neither in the Standard Vacuum Oil Co., Bombay, nor in Caltex (India) Ltd., is there a similar grade for this category of employees. I feel that as I have increased the scale given to a typist, there should be a corresponding increase in the scale of tracers. I, therefore, award to tracers the following scale: Rs. 110—7½—170—10—190—E.B.—10—250.

46. *Motor Mechanics.*—For Motor Mechanics the Union in Annexure "A" has demanded a salary of Rs. 100 to Rs. 400 with a spread-over of 25 years. For the Motor Mechanics, however, in Annexure "B" the Union has asked a starting salary of Rs. 130 and ending with a maximum of Rs. 280 with a spread-over of 10 years, although the Motor Mechanic in the General Manager's Office at Ballard Estate works for shorter hours than his counterpart at the installations. The Company has submitted that if I conceded to the demand put forward by the Union it would engender a feeling of partiality and discrimination among installation workers. The Company has further submitted that the Motor Mechanic in Annexure "A" was, during the war, transferred from the Installation to Ballard Estate to assist in the maintenance of the out-of-date motor vehicles which had then to be operated and that the acquisition, subsequent to the war, of new vehicles by the Company has now rendered this post redundant and a transfer back to the installations or into such vacancy in another category as may be available will be arranged for this employee in the near future. In view of this I do not propose to prescribe a separate scale for motor mechanics in Annexure "A". I direct that the same scale prescribed by me for motor mechanics in Annexure "B" should also apply to this motor mechanic as well.

47. *Comptists.*—The next category of workers are Comptists and Posting Machine Operators. For these people the Union has demanded a scale of Rs. 125 to Rs. 425 with a spread-over of 25 yearsIn effect the Union's demand is that these workers should be paid Rs. 25 more than what, according to its demand, should be paid to typists. In the Imperial Chemical Industries (India) Ltd. (Dyes Department), Bombay, (*vide* No. A.R.10 of 1946 published in the *Bombay Government Gazette* Extraordinary, Part I, of 19th November 1947 at page 4375a), persons who operate comptometers have been awarded an extra allowance of Rs. 20. At present the Company pays "B" Grade Comptists Rs. 100 to Rs. 250 while the maximum paid to "A" Grade Comptist is Rs. 300. The Company has also a Selection Grade for Comptist, the maximum of which is Rs. 315. According to the Grades existing in the Company at

present for comptists, they are given a start of Rs. 25 more than the minimum in Grade "B", while their maximum exceeds the maximum of Grade "B" by Rs. 30. Grade "B" is usually given to typists and as I have increased the minimum and the maximum for typists, I think it is but fair that I should also increase the minimum and maximum for comptists so as to retain the original difference in their wage scales. Therefore, I award the following scale for comptists in Grade "B". Rs. 110—7½—170—10—190—E.B.—10—260. Similarly I award the following grade for "A" Grade Comptists Rs. 140—10—240—E.B.—15—300. Further I do not propose to make any changes in the Selection Grade for Comptists, but as I have awarded that the smallest Section Head should receive Rs. 325 and not Rs. 315 I award that in the Selection Grade of Comptist also the maximum should be Rs. 325 and not Rs. 315 as it is at present. I further direct that Comptists taken up in the Selection Grade should be given an initial increment of Rs. 25 when they are confirmed in that Grade.

48. I also award the same scale for Posting Machine Operators which I have awarded to Comptists.

49. *Draftsmen.*—As regards draftsmen, the Union has demanded a scale of Rs. 150—10—250—12½—375—15—450 for them. The present scale paid by the Company to draftsmen is Rs. 140 to Rs. 330. This maximum of Rs. 330 is much higher than what has been awarded to draftsmen in Greaves Cotton and Cromption Parkinson Ltd., Bombay, (1948 I.C.R. (Bom.) page 223) or even in the Standard Vacuum Oil Company, Bombay, (*vide* AJ-IT No. 22 of 1947). It is also higher than the maximum prescribed by me for a stenographer. I, therefore, see no reason to raise this maximum. As regards the minimum the Company has been paying a minimum for draftsmen which is much higher than what it has been paying to stenographer. I have considerably increased the scale of a Stenographer. I have also increased the scale of a tracer who has to assist the draftsmen, I think, therefore, that a draftsmen should at least receive the minimum of a senior stenographer. Therefore, I award the following scale for Draftsmen: Rs. 159—10—240—E.B.—15—330.

50. *Group "A".*—As regards the categories mentioned in Group A, I have already expressed my opinion that I propose to fix the same scale for such of the categories of workers as are common at the Head Office, Branch Offices and at the Installations of the Company. I shall, therefore, award the same scales for these categories whether they are shown in Group A or Annexure "B" to this reference.

51. In cases where particular employees falling under Group A are monthly paid employees of the Company while their counterpart in Annexure "B" are daily rated their monthly wages should be arrived at by multiplying the daily rate awarded by me by twenty-six.

52. *Sweeper.*—For reasons discussed at length herein before and in Annexure "B" I have fixed the minimum for an unskilled worker at Rs. 1-6-0 and the maximum at Rs. 2-2-0. I have also given my reasons for fixing the wage scales for a sweeper in paragraph 161. I, therefore, award the same scale to a sweeper which is as follows :—

Rs. 35—2—47—E.B.—2—55.

6 years 4 years.

53. *Cleaner.*—For reasons mentioned in Annexure "B" paragraph 159 I award the following scale for a Cleaner :—

Rs. 1-6-0—As. 1—Rs. 1-12-0—E.B.—As. 1—Rs. 2-2-0.

6 years 6 years.

54. *Carpenter.*—For the same reasons as given in paragraph 151 in Annexure "B", I award the following scale for Carpenter :—

Rs. 2-5-0—As.4—Rs. 3-9-0—E.B.—As. 6—Rs.5-7-0.

5 years 5 years.

Sepoy and Hamal.—Taking next the case of Sepoys and Hamals the Union has demanded for them a wage-scale of Rs. 40—2—60—3—105. The existing grades in the Company for these categories of workers is Rs. 30 (minimum) and Rs. 40 (maximum). In Caltex (India) Ltd., and the Standard Vacuum Oil Companies, Sepoys and Hamals, are awarded a wage-scale of Rs. 30 minimum, rising to a maximum of Rs. 65. The grade in Standard Vacuum Oil Company for these categories is a 14 years time-scale, whereas in Caltex (India) Ltd., it is a 25 year time-scale. At present the spread-over in this Company for these categories is ten years. In Air India Ltd., the grade for a peon is Rs. 39—3—57—4—73. This scale which has been arrived at by agreement is the highest to be awarded to these categories of workers by Industrial Tribunals, but considering the fact that the dearness allowance paid in Air-India Ltd., is lower than the Textile Scale, the total emoluments paid to these categories of workers in Air-India Ltd., is about the same as that paid to their counterpart in Caltex (India) Ltd., and the Standard Vacuum Oil Companies, who are paid the Textile Scale of dearness allowance in full. As I have increased the minimum for unskilled workers from Rs. 1-3-3 to Rs. 1-6-0, I think there should be a corresponding increase in the minimum for these categories. I think that a minimum of Rs. 35 for these categories would be fair. As regards the maximum, the Company's maximum of Rs. 48 when compared with what has been awarded to these categories in Caltex (India) Ltd., and the Standard Vacuum Oil Companies is rather low. I think the maximum for these categories should be raised to Rs. 65 with a spread-over of 14 years. I, therefore, award the following scale for Sepoys and Hamals :—

Rs. 35—2—55—E.B.—2½—65.

10 years 4 years.

56. *Cycle Peons.*—Cycle Peons are, as a rule, granted Rs. 5 as cycle allowance in a large number of awards. It is, however, not clear whether the Company pays any such allowance to these workers or not. In Caltex (India) Ltd., I find that cycle-peons have been awarded a sum of Rs. 5 as cycle-allowance and I see no reason why the cycle peons of this Company should not get a cycle allowance of Rs. 5. I, therefore, award that Cycle Peons should be given an allowance of Rs. 5, over and above the ordinary scale of a peon.

57. *Waiters.*—The Union has put forth a demand for a wage-scale of Rs. 40—1½—55—2—85. The Company submits that they have no waiters in their employ. The Union has also not satisfied me as to the need for employing waiters in the Company. I, therefore, do not fix any scales for waiters.

58. *Liftman.*—As regards the Liftman, the Union's demand is for a wage-scale of Rs. 50—2—70—3—115. The Company has only one liftman in its employ and to him the Company pays Rs. 40 minimum, rising to a maximum of Rs. 60. The Company pays a higher scale to a liftman than to an ordinary sepoy. I also feel that the nature of a liftman's work imposes a greater strain on him and is therefore more onerous than the work of a Sepoy. I think he should be given a slightly higher scale than that awarded by me for sepoys and hamals. I, therefore, award the following scale for the Liftman :—

$$\text{Rs. } \underbrace{40—2—60}_{\text{10 years.}}—\text{E.B.}—\underbrace{2\tfrac{1}{2}—70}_{\text{4 years.}}$$

59. *Butler.*—The Company employs both a butler and a head butler at Magnet House and Burmah-Shell House. The Union's demand for this category of workers is for a wage-scale of Rs. 50—2—70—3—115. The Company's existing scale for a butler is Rs. 30 to Rs. 48 and for a head butler it is Rs. 42 to Rs. 62. I find that in Imperial Chemical Industries Ltd., a butler has been awarded a minimum-maximum of Rs. 45 to Rs. 90, while in the Standard Vacuum Oil Co. Ltd., a butler has been awarded a wage-scale of Rs. 45—5—90. In view of the existing scales I think it would be fair to award a wage-scale of Rs. $\underbrace{45—2—65}_{\text{10 years}}$ for a butler. As regards the head butler, I find that the Union has not made a demand for a separate wage-scale for him. As the minimum demanded for a butler is Rs. 50, I am precluded from awarding a higher minimum in the case of a head butler. I, therefore, award the following scales for butler and head butler :—

Butler—Rs. 45—2—55—E.B.—2—65.

Head Butler—Rs. 50—2—60—E.B.—2—70—3—82.

60. *Filing Sepoys.*—For the filing sepoys the Union has demanded a wage-scale of Rs. 50—3—80—5—115. The Company's existing wage-scale for filing sepoys is Rs. 30 (minimum), rising to Rs. 60 (maximum)

which when compared to what the Company pays to its ordinary sepoys—Rs. 30 to Rs. 48—is slightly higher. The Company no doubt admits in its written statement that the work done by a filing sepoy merits a higher scale than the work of an ordinary sepoy. The Company has further submitted that the work performed by and the general ability of these men vary very considerably and the Company would be prepared to promote to the category of Grade II Clerks at the Installations those of the filing sepoys who display the same ability and proficiency as the installation employees, who were promoted from tallymen to Grade II Clerks. As regards the wage-scale demanded by the Union for filing sepoys, the Company has submitted that it is preposterous. Mr. Godiwalla on the other hand stated during the argument that this category of employee does the function of what is commonly known as Record Grade Clerk. In the dispute between *The Oriental Government Security Life Assurance Co. Ltd., Bombay* and *The Workmen employed under it at its Head Office in Bombay and Branch Office at Poona*, published in the *Bombay Government Gazette* Extraordinary, Part I, dated 29th January 1949 at page 425 (AJ-IT. Nos. 32 and 52 of 1948), Record Grade Clerks have been awarded a scale of Rs. 50—3—74—E.B.—3—80—5—120. In another dispute between the *Millowners' Association, Bombay* and *The employees in Cotton Textile Mills in Bombay* (Reference No. 43 of 1947 and 17 of 1948), published in the *Bombay Government Gazette* Extraordinary, Part I, dated 28th October 1948 at page 4772, the learned Adjudicator Mr. M. C. Shah has prescribed a scale of Rs. 40—3—70—E.B.—4—90—5—105 for employees who occupy a position lower than that of a full-fledged clerk but higher than that of an operative. I do not find similar categories either in Caltex (India) Ltd., or the Standard Vacuum Oil Companies. I have already prescribed a scale for Grade II Clerks at the Installations and in my view the work done by the filing sepoys is much inferior to the work performed by Grade II Clerks. I am of the opinion that at best their work is a little higher than the work done by ordinary sepoys. From the nature of their work, therefore, they would not be entitled to the scale I have already prescribed for Grade II Clerks. I, therefore, propose to fix a scale of wages for these filing sepoys which will be slightly higher than that prescribed by me for ordinary sepoys and a little lower than that prescribed for Grade II Clerks. I trust that the Company will give effect to its promise to promote to Grade II Clerks those of the filing sepoys who show requisite ability. I, therefore, award the following scale for filing sepoys :—

Rs. 40—3—58—E.B.—3—70	
6 years	4 years

61. *Binder.*—As regards binder, the Union has put forth a demand for a wage-scale of Rs. 60—3—90—5—165. The Company has submitted that this demand is preposterous. There is only one binder at the Head Office of the Company and his present salary is Rs. 90. The existing grade in the Company for a binder is Rs. 45 minimum, rising to a maximum of Rs. 90. In view of the fact that I have raised the wage-

scales of the other categories mentioned in this reference, I think the scale for a binder should also be increased proportionately. To the binder I, therefore, award the following scale of wages :—

Rs. 50—5—80—E.B.—5—100
(6 years; 4 years)

62. *Cooks.*—The Union has demanded a scale of Rs. 75—3—105—5—180 for cooks. At present the Company employs three grades of cooks. Its existing scale for a third-grade cook is Rs. 30 to Rs. 48, for a second-grade cook Rs. 42 to Rs. 62, while it pays the Head Cook a wage-scale of Rs. 69 rising to Rs. 92. I have not been told by the Company or the Union the reasons for these three classes of cooks. It will be seen that the wage-differentials in the minimum-maximum for a Head Cook as compared with that of a second grade cook is Rs. 27 and Rs. 32 respectively. Since a distinction exists I do not propose to do away with it. I, therefore, award the following wage-scales for Cooks :—

Third-Grade Cook—Rs. 45—2—57—E.B.—2—65
(6 years; 4 years)

Second-Grade Cook—Rs. 50—3—68—E.B.—3—80
(6 years; 4 years)

Head Cook—Rs. 80—5—105
(5 years)

63. *Drivers.*—The only category that now remains to be dealt with under Group A is that of Driver. For him the Union has demanded a wage-scale of Rs. 75—5—150—7½—225. The minimum demanded for this category of workers is the same as the minimum demanded in the case of Lorry Drivers-Light in Annexure "B". But the maximum demanded for drivers is much higher than what has been demanded for either Light or Heavy Lorry Drivers. At present the Company pays its drivers a wage-scale of Rs. 60 minimum rising to Rs. 105 maximum. The scale awarded in Standard Vacuum Oil Co. Ltd., for drivers is Rs. 65—4½—110, while a wage-scale of Rs. 60—6-5-0—123 has been awarded for drivers in Caltex (India) Ltd. The same scale also applies to Lorry Drivers-Light employed in Caltex (India) Ltd. I have already prescribed in Annexure "B" a scale of

Rs. 65—5—85—7½—100—E.B.—7½—130 for lorry driver light.
(4 years.; 2 years.; 4 years.)

The Company's minimum for a car driver and a lorry driver light is the same. There is, however, a substantial difference as regards the

maximum. In view of that I award the following scale of wages for car drivers of the Company :—

Rs. 65—5—95—E.B.—5—115
6 years 4 years

64. *Adjustment and Retrospective Effect.*—The Union has demanded that in accordance with the above set scales existing salary of all employees should be adjusted with retrospective effect from 1st April 1946, to provide for the annual increments for the number of years of service they have already put in. In effect there are two demands contained herein :—(1) For point to point adjustment of salaries in the new scales, and (2) for retrospective effect from 1st April 1946. Dealing with the question of point to point adjustment first, the Union has submitted that the principle of point to point adjustment of wages has already been accepted by the Company in making point to point adjustment at the time of the revision of wage scales in 1947 and that, therefore, a demand for a similar type of adjustment as per new revisions in the grade should be granted. The Company has taken strong objection to point to point adjustment being given to the new wage scales sanctioned under this award. Point to point adjustment presupposes that the scales prevailing at the time an employee joined service, were not fair and that the new scales now prescribed ought to have existed at the time a worker was originally employed. In several awards demands for adjustment of new wage scales on a point to point basis have been therefore rejected. I would certainly have been justified in granting point to point adjustment basis if I found that the wages prevailing in the Company were entirely unsatisfactory. That cannot be said in the case of this Company. The prevailing scales were revised as recently as in 1947. Except in the case of the clerical staff, a point to point adjustment was made in the case of all other employees and over and above that as a result of the agreement with the National Oil Workers Union they were given one additional increment as a part of the settlement. In the case of the clerical staff although it appears there was no point to point adjustment, at any rate, suitable adjustments were made.

65. The prevailing wage structure in the Company is certainly not inferior to wages prevailing in other concerns in the same industry or in other industries. I have revised the salaries, only with a view to bring the wage structure nearer to the living wage standard. After a careful consideration of all the facts I reject the demand of the Union for a point to point adjustment. I have increased the minimum of the clerical staff from Rs. 75 to Rs. 85. The minimum also has been increased from Rs. 1-3-3 to Rs. 1-6-0. All that I propose to do is, therefore, to give every person one additional increment over and above his existing salary. I am further told that annual increments which a large number of persons would ordinarily have got, in the course of the last year, have not been given to them as a result of the disputes culminating in

this reference. This should be made good. I, therefore, direct that the salaries of the staff should be adjusted in the new scales as follows :—

(*i*) All employees shall first be stepped up in the appropriate step in the prescribed scale.

(*ii*) All employees who have not received any increments between 1st March 1948 and 1st March 1949 shall be given two increments in the prescribed scale.

(*iii*) Such of the employees who have received any increments between 1st March 1948 and last March 1949 shall be given one increment in the prescribed scale.

(*iv*) Employees whose salaries are less than the minimum prescribed with effect from 1st March 1949 will be brought up to the minimum of the scale prescribed.

(*v*) If the existing salary of an employee is higher than the salary he would be entitled to under the prescribed scale, then there will be no cut in the existing salary and he will be stepped up to the nearest increase.

(*vi*) After the salaries are adjusted no employee will be staggered and he will continue to get future increments.

(*vii*) In no case will an employee get a salary higher than the maximum of his prescribed scale.

(*viii*) If an employee is already drawing a salary higher than the maximum prescribed by this Award, there will be no cut in his salary.

(*ix*) As there is no minimum prescribed for the Selection Grades, persons in the Selection Grades who have not received any increments between 1st March 1948 and 1st March 1949 shall be given an increment of Rs. 30 and those who have received some increment during that period shall be given an increment of Rs. 15.

66. This method of adjustment shall apply to persons mentioned in both Group "A" and Group "B".

67. As regards retrospective effect the Union has demanded that retrospective effect should be given to the new scales from 1st April 1946. For reasons discussed earlier with reference to the demand for point to point adjustment, I do not think I would be justified in granting retrospective effect from 1st April 1946 or even from the date of demand. I am of the view that the new scales should only come into effect from a date very near to the date of the reference. I, therefore, award that the new scales should come into effect from 1st March 1949. I further direct that arrears of pay due to the employees as a result of this award should be paid to them within 3 months from the date of the publication of this award in the Official Gazette.

68. The Union has demanded that a Havildar when promoted from sepoy should be entitled to an additional salary of Rs. 5 per month. I think this is a reasonable demand. A distinction is always made between a sepoy and a Havildar. I, therefore, award that a sepoy when promoted to the rank of Havildar should get an allowance of Rs. 5.

69. The Union has further demanded that University Graduates under Group B should be started with four advanced increments. I have already dealt with this in paragraph 40 of this award.

70. The Union has next demanded that "any employee when promoted as Section Head under Group B categories should be given an immediate rise in salary of Rs. 50 per month, and further annual increments for the remaining period of his minimum 25 years service should be increased to provide for an additional Rs. 50 being reached at the completion of his 25 years service, in other words, a Sectional Head should draw on completion of his 25 years service a salary of Rs. 100 more than an ordinary employee of the category to which he belonged."

71. I have already awarded in paragraph 37 of this award that a person when confirmed in the Selection Grade should get an immediate increment of Rs. 25. I have also fixed the maxima for the Selection Grades. In view of that I reject this demand.

72. The Union has demanded in this connection that "Salaries of existing Section Heads should be adjusted as under :—

(*a*) For those who have not completed 25 years of service their present salaries should be raised first to the level of the above scales for the period of their service according to the Group category in which they are Sectional Heads and an immediate rise of Rs. 50 and a further rise of Rs. 50 to be given as stated in paragraph immediate proceeding.

(*b*) For those who have completed 25 years of service, their salaries should be first raised to the maximum of the above scales according to the Group categories in which they are Sectional Heads and a further immediate rise in salary of Rs. 50 to be given."

73. I have already dealt with the method of adjustment to be followed generally in paragraph 65 and therein I have prescribed the method of adjustment to be followed in the case of persons in the Selection Grades also ; and to that extent this demand is allowed.

74. The next demand is "Employees drawing a salary more than the salary provided under the above scales should continue to do so and should also be entitled to draw their regular increments without break as per the above scales." This is a perfectly reasonable demand and I have already granted it.

75. The last demand in this respect reads : "The probationary or temporary period for any employee who should draw the basic salary as provided in the above scale of pay during the period of probation should not exceed three months after which period the employee should automatically be confirmed." The Company has submitted that there is no necessity or justification for altering the procedure at present in force, which is that the clerical and service staff in Bombay are engaged on probation for a period of 3 months, at the expiry of which they are confirmed if found satisfactory or discharged if unsatisfactory. In cases

of uncertainty regarding the employee's ability, however, the Company extends the period of probation. The Company has further submitted that it has not been shown that this procedure is unfair or has worked to the disadvantage of the probationers. In my view the present practice of the Company is to the advantage of the probationers themselves. Were this demand to be accepted, the Company would certainly discharge probationers in respect of whom it had some doubt at the end of three months instead of giving them a further opportunity of proving their merit. I, therefore, reject this demand.

Demand No. 2 is as follows :—

(2) *Allowances*—

(A) *Dearness Allowance.*—Dearness allowance should be calculated on a quarterly payment basis and should be based on the Bombay working class cost of living index. Payment for any one quarter should be based on the previous quarter known average living index. The rate payable shall be :—

Salaries up to Rs. 99—Double the Bombay Textile rate.

Salaries from Rs. 100 to 199—Double the Bombay Textile rate plus 23 per cent.

Salaries from Rs. 200 to 299—Double the Bombay Textile rate plus 53·85 per cent.

Salaries from Rs. 300 to 399—Double the Bombay Textile rate plus 84·61 per cent.

Salaries from Rs. 400 and over—Double the Bombay Textile rate plus 138·46 per cent.

The rupee variations payable should be on every 10 point group movement in the quarterly average index, on the following basis :—

Salaries up to Rs. 99—Rs. 10	Rs. 5*
Salaries from Rs. 100 to 199—Rs. 14	Rs. 7*
Salaries from Rs. 200 to 299—Rs. 16	Rs. 8*
Salaries from Rs. 300 to 399—Rs. 20	Rs. 10*
Salaries from Rs. 400 and over—Rs. 25	Rs. 12-8-0*

(B) *Leave Travelling Allowance.*—All employees should be allowed travelling allowance equivalent to the employee's basic salary for one month in cash or Rs. 100 whichever is less once in a year when he goes on leave vacation.

(C) *Uniform and Umbrella.*—Free uniforms to all employees under Group A should be supplied as under :—

Six pants, 3 coats, 6 shirts and a footwear, Umbrellas should be provided every year.

(D) *Free Quarters Allowance.*—Employees under Group " A " should be provided with free quaters; otherwise they should be paid house rent allowance of Rs. 10 per month.

*As corrected by Mr. Godiwalla at the hearing.

76. The Union at the hearing stated that the demand for dearness allowance at the above scales is only confined to persons mentioned in Group B and not to persons mentioned in Group A. Group refers to members of the clerical staff employed in the Company's Branch and General Manager's Offices in Ballard Estate and clerical staff in Bombay Installations. There is some incongruity in the demand itself. In one place the Union has demanded dearness allowance in the case of salaries up to Rs. 99 at double the textile rate and at another place, the Union has demanded that the rupee variations payable in the case of salaries up to Rs. 99 should be on every 10 point group movement. The actual working out of these two demands do not yield identical results, though the difference is not considerable. I shall, therefore, take the lower of the two figures as the demand. There has been considerable correspondence between the Union and the Company in respect of this demand, even prior to the date of adjudication. That correspondence has been put in as Schedule " C " to the Union's statement of claim and I need not reproduce it here.

77. The Union has tried to justify its demand of twice the Textile Scale as follows :—

(1) Bombay Textile Dearness Allowance Rate neutralises 90 per cent. of the increase in the cost of living over the cost of living index figure 105 on the minimum wage of Rs. 30.

(2) On the living wage of Rs. 100 demanded by the Union for clerical staff and at 100 per cent. neutralisation, Dearness Allowance in terms of Bombay Textile Rate will be—

$$\frac{10 \times 100}{9 \times 30} = 3 \cdot 7 \text{ times.}$$

78. The Union, however, has demanded only twice the Textile Scale leaving the balance of 1·7 times to be neutralised by bonus, etc.

79. According to the Union, the Company has by implication conceded that the scale of dearness allowance for clerical staff should be twice that of workers as the Company's own proposal of Rs. 5 as the minimum rupee variation per 10 point group movement works out to annas 8 per point as against annas 4 per point for the same variations in the case of the working class in Bombay. In my view there is really no dispute between the Union and the Company as regards Rs. 5 being the minimum rupee variation for 10 point group movement. The real dispute arises from the fact that while the Company contends that the whole of the dearness allowance should disappear when the cost of living index slides down and reaches a figure between 160 and 180, the Union contends that the whole of the dearness allowance should disappear when the cost of living index slides down and reaches somewhere about 105. The difference can therefore be summed up thus : Are the basic

salaries paid to the clerical staff of Burmah-Shell fixed on the basis of pre-war standards of living when the cost of living was 105 or 106 or are they fixed in relation to the cost of living index 160 or 180 where prices are ultimately expected to be stabilised ? The pre-war level of scales in the Company were as follows :—

Grade.	Minimum.	Maximum.
	Rs.	Rs.
"C"	50	110
"B"	50	140
"A"	No minimum	200

The said scales were revised as from 1st January 1947 and are now as follows :—

Grade.	Minimum.	Maximum.
	Rs.	Rs.
"C"	75	160
"B"	75	220
"A"	No minimum	300

80. The revision of salaries in 1947 appears to have been effected not with a view to increase the salaries, but merely to bring them more in conformity with the rise in the cost of living. On an actual working out of the revised grades, I find that they have approximately neutralised the rise in the working class cost of living index to the extent of 50 per cent. The purpose of dearness allowance being to neutralise the rise in the cost of living, and the revision in wage scales effected in 1947 having completely neutralised this rise up to 160, no dearness allowance need be paid up to that figure. I do not agree with the contention of the Union that it would result in a reduction in the pre-war salaries. In my view as already stated before no such loss would accrue even if I did not revise the salaries under this award.

81. I have fixed the new basic salaries on the cost of living index 160 and in the case of the lowest paid staff I have increased the basic salary from Rs. 75 to Rs. 85. This works out to a rise of Rs. 10. As I have linked the salary to the cost of living index figure 160, the dearness allowance which I shall presently award must neutralise the rise in the cost of living index when it exceeds the figure of 160.

82. In the case of salaries ranging up to Rs. 100 the Company has offered that the rupee variations per 10 point group movement should be Rs. 5. This is also the demand of the Union. It is in my view a perfectly fair proposal for the clerical staff as it would completely neutralise the rise in the cost of living for a basic salary of Rs. 85, while in the case of salaries ranging between Rs. 85 and Rs. 99, it would be

slightly less. I, therefore, award the following scale of dearness allowance for the clerical staff mentioned in Group B, drawing salaries up to Rs. 99, (this will not apply to the motor mechanic) :—

(1) The payment of dearness allowance should begin the moment the cost of living index rises above 160 and should cease only when the cost of living index slides back to 160 or goes below that figure.

(2) Dearness allowance should be paid at the rate of Rs. 5 when the cost of living rises above 160 for every 10 point group movement above that figure.

83. As an illustration of the above method of calculating dearness allowance, persons in receipt of salaries ranging from Rs. 85 to Rs. 99 will get dearness allowance as follows :—

When the cost of living index fluctuates between 161 and 170—Rs. 5.
When the cost of living index fluctuates between 171 and 180—Rs. 10.
When the cost of living index fluctuates between 181 and 190—Rs. 15.
When the cost of living index fluctuates between 191 and 200—Rs. 20.
When the cost of living index fluctuates between 201 and 210—Rs. 25.
When the cost of living index fluctuates between 211 and 220—Rs. 30.
When the cost of living index fluctuates between 221 and 230—Rs. 35.
When the cost of living index fluctuates between 231 and 240—Rs. 40.
When the cost of living index fluctuates between 241 and 250—Rs. 45.
When the cost of living index fluctuates between 251 and 260—Rs. 50.
When the cost of living index fluctuates between 261 and 270—Rs. 55.
When the cost of living index fluctuates between 271 and 280—Rs. 60.
When the cost of living index fluctuates between 281 and 290—Rs. 65.
When the cost of living index fluctuates between 291 and 300—Rs. 70.
When the cost of living index fluctuates between 301 and 310—Rs. 75.
When the cost of living index fluctuates between 311 and 320—Rs. 80.

This method of payment of dearness allowance will benefit the clerical employees in this Company to the extent of Rs. 5. I was, however, given to understand that the difference between the dearness allowance paid by Caltex (India) Ltd., and the Burmah-Shell Co., was Rs. 15, the Caltex Company paying Rs. 15 more to its employees. I am, however, unable to bring the dearness allowance to the figure paid by Caltex (India) Ltd., as the scale of dearness allowance awarded by me completely neutralises the rise in the cost of living above 160 in the case of the lowest salaried employees, who are in receipt of the minimum of Rs. 85.

84. The Central Pay Commission has accepted the principle that the lowest paid employees should be reimbursed to the fullest extent the rise in the cost of living but that the higher categories of employees should receive a diminishing but graduated scale of dearness allowance. This seems to be the prevalent practice in this Company also and I do not think there is any difference of opinion between the Company and the Union as regards the rupee variation payable on every 10 point group movement for salary range above Rs. 99. The only difference,

as stated before, is as to whether payment of dearness allowance should begin when the cost of living index rises above 106 or whether it should begin when the cost of living index rises above 160. I, therefore, award that the rupee variations payable on every 10 point group movement in the cost of living above 160 should be as follows :—

For salaries from Rs. 100 to 199—7.
For salaries from Rs. 200 to 299—8.
For salaries from Rs. 300 to 399—10.
For salaries from Rs. 400 to 499—12/8.

As there is agreement between the Union and the Company that the dearness allowance should be calculated on the basis of the quarterly average of the working class cost of living index, I award that the payment of dearness allowance should be made on that basis and that to arrive at the cost of living index figure for anyone quarter, the average of the previous quarter should be taken. I further award that the new scales of dearness allowance should come into effect from 1st March 1949.

85. *Demand No. 2(B).*—In the statement of claim the Union has submitted that there was a prevalent custom in the Company to pay an allowance of Rs. 35 every alternate year to all the clerical and allied staff which was revised with effect from 1st January 1948 and the following new scale was adopted :

Staff with less than 12 years' service—Second class fare every second year for actual journey taken up to 800 miles for employee only.

Staff with not less than 12 years' service but less than 20 years' service—Second class fare every year for actual journey up to 800 miles.

or

If leave is so accumulated second class fares for employee and his wife every second year for actual journey taken up to 800 miles.

Staff with not less than 20 years' service—Second class fares for the employee and his wife every year for actual journey taken up to 800 miles.

The Union has now demanded that 'Leave Travelling Allowance' of Rs. 100 or one month's salary whichever is less should be given to all the employees once a year irrespective of their groupings. The Company has submitted that leave fares are a privilege and not a right and as such is not an industrial demand. The Company further submits that the privileges granted under this heading are exceptionally generous, that as it is they cost the Company more than Rs. 30,000 a year and that there is no justification whatsoever for granting further allowances or for amending the Company's present terms.

86. I agree with the Company that its existing terms are quite generous. I might further point out that in several recent awards

demands for travelling allowances were summarily rejected. I, therefore, reject the demand but direct that the Company should continue its present practice.

87. *Demand No. 2(C).*—The Company submits that it provides free uniforms to all categories of employees under Group A with the exception of one carpenter and one book binder. As regards these two, the Company submits that these categories are akin to or identical with labour staff and that though the cost of providing a uniform for one carpenter and one book binder would be negligible, it would be unreasonable to do so unless men in the same or comparable employment at the installations were also to be provided with free clothing. The Company further contends that clothing for a carpenter or book binder could hardly be described as a "Uniform". For the remaining categories under Group A, the Company submits that free uniform is provided by the Company for two reasons: In the case of sepoys, hamals, cyclepeons, liftmen, cycle-sepoys and car drivers, because such staff come into contact with the public and visitors in the office, and a smart appearance is desirable from the employer's point of view; in the case of the other categories, such as sweepers, butlers, cooks, etc., they are provided with clothing for the purpose of ensuring cleanliness and here again the arrangements are on a par with those of other large employers. The Company also submits that whether in the first category the number of uniforms supplied ensure the smartness required or, in the second, ensure the cleanliness required, must be entirely a matter for the employer's decision and the Company is satisfied that it gives a sufficient quantity of free uniforms to ensure the required smartness and cleanliness. The prevailing practice of the Company is to provide for 2 sets of uniforms per annum for some categories and an additional quantity to others who wear white as opposed to khaki. I do not think that carpenters and book binders should be given any uniform at all. As regards others, I think the present practice of the Company is quite satisfactory and I, therefore, reject the demand for additional items mentioned. I also think that the Company's practice of giving two sets of Khaki clothing and more in the case of those who wear white is quite satisfactory.

88. As regards footwear, the demand for footwear has been consistently rejected in several awards as not forming part of the uniform. I therefore reject the demand.

89. As regards umbrellas, it appears that the Company maintains a pool of umbrellas from which any employee under Group A who has Company's work to do outside the office premises may draw an umbrella and return it to the pool when he gets back to the office premises. The Company submits that there should be no obligation to provide umbrellas for the personal use of the staff outside working hours and it has referred to the award in the dispute between Ford Motor Company and its employees where the learned adjudicator has observed that the use of umbrellas must be allowed only to those on outside duty.

90. It is really unfortunate that a large and progressive Company like the Burmah-Shell should not try to meet the demand of its workers in such small matters. It is true that strictly speaking the Company is not bound to supply umbrellas to the workers outside of office hours. I, therefore, do not want to direct the Company to give umbrellas to every one of them. It is, however, the practice both in Government service as well as in a large number of industrial and commercial concerns to give umbrellas to their sepoys, hamals, cycle-peons, etc., so much so, that these classes of employees have come to look upon it as a matter of right. I, therefore, recommend to the Company to give to these people an umbrella every alternate year from the next season.

91. *Demand No. 2 (D).*—The Union claims that the Company was providing free quarters to the employees in Group "A" in the initial stages and that the old employees are still enjoying this privilege, and that, therefore, this privilege should be extended to all employees in Group A or that in the alternative a house rent allowance of Rs. 10 per month should be paid to such of the employees who are not provided with free quarters. The Company has denied that at any time it was giving free quarters to all the members of the staff shown in Group A. The Company submits that it provides, only when possible, accommodation for sweepers because some sweepers are required outside normal office hours for cleaning purposes and that not to penalise the other sweepers who cannot be accommodated the Company pays them a house allowance of Rs. 7 per month. The Company submits that this is a very equitable and reasonable arrangements and should be permitted to continue.

92. In computing the salaries of persons in Group A, I have taken house rent into consideration. As this house allowance is already included in the salary, there is no justification for the Union's demand. The demand is therefore rejected.

Demand No. 3 is as follows :—

(3) *Leave with pay—*

(A) *Privilege Leave.*—Every employee should be granted one month's leave for every 11 months of service with the option to accumulate up to 3 months.

(B) *Casual Leave.*—Fifteen days in a year should be granted with a maximum of 10 days at a time.

(C) *Sick Leave.*—Fifteen days sick leave every year should be credited to each employee to be availed of by an employee supporting leave of absence due to protracted sickness in excess of 7 days at a time by a certificate from a competent medical man. Such sick leave should be granted with full pay throughout the period that the medical authorities consider the need of treatment and rest to all without making any distinction between the employees whatever.

93. As regards privilege leave, the Union has stated that the Company used to give privilege leave of 21 days to all during the year 1947 and

that after the Union had put up a demand for an increase of privilege leave, the Company raised it to 24 days from 1948 which can be accumulated for two years. The Union submits that this privilege leave of 24 days is not sufficient for an employee to recuperate and that the very purpose of privilege leave is frustrated and the Union has, therefore, demanded one month's privilege leave with a right to accumulate up to 3 months. The Company has submitted that in conjunction with other leave terms granted, its leave terms are fair and adequate. I am quite aware that in the Standard Vacuum Oil Company privilege leave of 18 days with a right to add Sundays and Holidays was considered to be reasonable, as that would come to about 22 days. As compared to that the leve permitted by this Company is more favourable. Members of the clerical staff in Government service however get one month's privilege leave for every 11 months spent on duty. In the Bank's award also one month's privilege leave at the end of every 12 months has been granted. In Reference Nos. 43 of 1947 and 17 of 1948 in the arbitration between the *Millowners' Association* and *The Employees of certain Cotton Textile Mills in Bombay* (vide *The Bombay Government Gazette* Extraordinary, Part I, dated 28th October 1948 at page 4772), the learned adjudicator has awarded privilege leave of one month in a year with full pay and allowance, that is, one month's privilege leave for every 12 months of service. Although that was by agreement, the fact still remains that the clerical staff in textile mills in Bombay enjoy privilege leave of one month. I see no reason why the clerical staff employed by a large and prosperous concern like the Burmah-Shell should not have similar privileges. I entirely agree with the Union that one month's leave is necessary for an employee to recuperate. I, therfore, award that privilege leave of one month with full pay and allowances for every completed period of 12 months' service should be granted to the clerical staff. I further award that this privilege leave should be allowed to be accumulated for three months but that the actual period to be granted should depend upon the convenience of the Company. I recommend that the Company should maintain sufficient leave reserve, so that it may be able to grant leave ordinarily at least when demanded. As this Company is already giving 24 days' leave with pay, the six days extra granted by me, will not prove too great an inconvenience for the Company and will be useful in setting progressive standards. This applies only to Group B (except motor mechanic). Persons in Group A and the motor mechanic should have leave as awarded by me under Annexure "B".

94. (B) *Casual Leave.*—As regards casual leave, the Union has demanded 15 days' casual leave with a maximum of 10 days at a time in a year. The Company grants 7 days' casual leave at present. The Company has denied that it only permits 5 days at a time, the only rule in force being that casual leave shall not be allowed to be tacked on to privilege leave when granted as it is meant for purposes of emergency. The Company further submits that the duration of casual leave is assessed on its merits and no reasonable case is refused, if the exigencies of the Company's business permit its being granted. In the Standard

Vacuum Oil Co. and Caltex (India) Ltd., 7 days' casual leave is permitted. I do not, therefore, think that it is necessary for me to alter the existing casual leave arrangement in this Company. The demand is therefore rejected.

95. (C) *Sick Leave.*—As regards sick leave, the Company in its written statement has stated that it is the practice of the Company to grant 7 days' sick leave on full pay to all clerical employees. For sick leave in excess of 7 days, the Company has a separate arrangement for clerical staff and the service staff, the latter being treated alike and on the same basis as labour staff irrespective of whether they are at the Ballard Estate Offices or at installations. Clerical grades are granted additional sick leave on generous terms. It may be noted that far from citing any cases of hardship, the Union freely admits that the Company has been 'liberally granting sick leave' and has even pointed out instances where sick leave up to one year with liberal terms was granted. The Company contends that if discretionary additional sick leave on such generous scale is to be continued, it is undesirable that such treatment should be prescribed by rules. The Company further submits that it is in the best interest of the clerical staff that the present arrangement should continue. I agree with the submission of the Company and direct that apart from 7 days' sick leave with full pay, the granting of any additional sick leave should be left as at present to the discretion of the Company. I, therefore, reject the demand. In the case of service staff in the Ballard Estate Offices, the sick leave terms in force are those applied to all service and labour staff at the installations. My directions as regards persons mentioned in Annexure "B" in respect of sick leave shall apply to them.

Demand No. 4 is as follows :—

Medical Aid.—In case of employees under Group A the medical aid should be extended to their families also.

96. The Union demands that the service staff under Group A working in the office should receive the same facility as regards medical aid for families as the labour and service staff at the Bombay installations. The Company has pointed out the difficulty in the way of acceding to this demand, which on the ground of consistency, the Company does not class as unreasonable. The difficulty referred to by the Company is that there is room in the Ballard Estate Offices for a very small dispensary which just suffices for the needs of the staff themselves. Further the Company feels that the congregation of the wives and children for purposes of receiving medical treatment at the Head Offices would not be really suitable. The Company has stated that as facilities are available for treating families at installation dispensaries, if families of service staff in the Ballard Estate Offices wish to avail themselves of these facilities the Company will have no objection to their being placed on exactly the same basis as labour and service staff in the installations and that their families may attend for medical treatment, free medicines, etc., on exactly the same basis as the installation

employees. The Company has further offered that the Doctor employed for the families of the labour staff could arrange to visit families in cases of serious sickness where their homes are within the geographical limits laid down. In view of the difficulties pointed out by the Company, I reject the Union's demand. I hope that the offer to avail themselves of the medical facilities at the installations will be kept open and will be availed of by the staff.

Demand No. 6 is as follows :—

Gratuity.—On completion of 10 years service every employees should be entitled to gratuity at the rate of one month's salary for each completed year of service. In case of disability or death, the 10 year's restriction should not be made applicable.

97. The Union has demanded that on completion of 10 years' service every employee should be entitled to gratuity at the rate of one month for each completed year of service. In the case of some of the larger companies, it is now the common practice to grant two retiring benefits to the workers, namely, a contributory provident fund and a gratuity. The Company, however, has taken strong exception to the grant of gratuity on the ground that it already provides two retiring benefits, in the shape of a provident fund scheme and a pension scheme. In support of its pension scheme as opposed to gratuity, the Company has tried to make out that the arrangements whereby an employee on retirement receives a substantial lump sum from his provident fund, plus a pension, is of far greater value than the payment of a sum in cash alone.

Company further submits that these joint benefits confer on the clerical staff a degree of security far ahead of other schemes in operation in other industrial concern in Bombay and that, as no case has been made out for a Gratuity Scheme either in addition to or even in replacement of the Pension Scheme, the demand should be rejected. The Company has also pointed out that its pension scheme has been introduced throughout India and not only in Bombay, and that, therefore, the scheme cannot be amended or cancelled at the request of the Bombay staff alone, who constitute a minority of the Company's staff throughout India.

98. The pension scheme referred to above was introduced by the Company in the year 1947. It is really unfortunate that the Company should have introduced this scheme without in any way consulting the clerical staff or their Union. It seems to have been introduced in response to some kind of growing demand for gratuity. It must be remembered that the clerical staff are an educated class and are intelligent enough to know their own interest. Besides, in this case they had their Union, and I, therefore, fail to understand why the Company should have introduced the pension scheme without consulting the Union or even taking the opinion of the persons, whom it was supposed to benefit. Therefore if this pension scheme had affected only the clerical staff employed in Bombay, I would have given them the option of deciding what they themselves would prefer whether a benefit by way of pension

or a gratuity. However, this scheme happens to be introduced for the whole of India and as some kind of uniformity in conditions of service is desirable for all the workers engaged in a particular concern throughout India, I do not direct that the pension scheme be scrapped but would rather prefer to consider the pension scheme on its merits.

99. The broad outlines of the Company's pension scheme given in one of the Company's circulars addressed to all male members of the Indian Provident Fund of Burmah-Shell Oil Storage and Distributing Company of India Ltd., are as follows :—

"*Full Pensions.*—Become payable at 55 years of age with not less than twenty years' service at the date on which the employee attains that age. The basis for determining the Full Pension will be as follows :—40 per cent. of the average salary during the 5 years preceding the attainment of age 55 *less* 4 per cent. on the total of amounts contributed by the Company to the Indian Provident Fund account of the member i.e. Company's contributions, past bonuses and interest accumulated thereon.

Proportionate Pensions.—Employees who have attained 55 years of age with more than 15 and less than 20 years' service on their 55th birthday will be entitled to a Proportionate Pension. That is to say, after completion of fifteen years' service as above they will be entitled to 15/20 of the Full Pension, after sixteen years 16/20 and so on.

Early Pensions.—If after not less than 20 years' service, but within 10 years of reaching the age of 55 a member's services are dispensed with either because of (1) ill health, or (2) redundancy he will receive a pension calculated on a basis ranging between 25 per cent. and 40 per cent. dependent on his age, instead of the figure of 40 per cent. mentioned above.

For the purpose of pension calculation, 'salary' means basic salary and excludes any form of additional allowance, bonus etc.

The pension is payable to the ex-member only and on his death does not pass to his dependents."

100. The Union has put in an Exhibit 5(u) to show that the pension scheme has not in practice proved more advantageous to certain members of the staff mentioned therein as compared to a scheme of gratuity. On the other hand, the Company has put in Exhibit 27(c) to show that their pension scheme is more advantageous to the employees. I have closely scrutinised the pension scheme and I find that it is more advantageous to those members of the staff who retire at the age of 55 years after completion of 20 or more years of service in the Company than an ordinary gratuity. The retiring age in the Company is 55 years; in the various awards the maximum amount of gratuity which is awarded is 15 months' salary for service exceeding 15 years. I have no doubt that those who get the benefit of pension for about 5 or 6 years after retirement will receive a much larger amount than this amount. In the absence of authentic actuarial figures, it would be a matter of mere speculation

as to how many people would live to have the benefit of pension for 5 years and more but that number must in my view be large. It is also much better that a person on retirement should receive a small monthly payment to maintain himself and feel secure, than that he should be paid a lump sum by way of gratuity. There are obvious risks in that event of the amount being squandered away, in speculation or over social functions. Therefore I have no doubt that in the case of persons retiring at the age of 55 years, who have put in 20 or more years of service, a pension scheme is more desirable. For similar reasons, I feel that in the case of persons retiring at the age of 55 years, who have put in 15 years but less than 20 years of service, the pension scheme is desirable as it provides a proportionate pension. It should also not be forgotten that on retirement over and above their pensions, these persons will receive fairly large amounts from the Provident Fund. I am therefore not prepared to scrap the pension scheme altogether and to have it replaced by a scheme of gratuity.

101. The total number of persons, however, who will actually receive any benefit under the pension scheme will be small. As stated before, the only persons who will get the benefits of pension are : (*i*) persons who retire at the age of 55 years after 20 years of service, (*ii*) persons who retire at the age of 55 after 15 or more years of service and (*iii*) persons, who have attained the age of 45, and after completing 20 years of service have their services terminated either because of ill health or redundancy. Persons other than those will not get any benefit under the existing pension scheme. Such persons would only be entitled therefore to one retiring benefit. It would be unfair on my part to deprive these people of the benefit of gratuity, when such benefit is now commonly granted in a large number of awards. It may be observed that provision for liberal retirement benefits are made both in Caltex (India) Ltd., and the Standard Vacuum Oil Companies to which I need not refer herein detail. Likewise it would be unfair on my part to award gratuity to those who get the benefit of a pension. It would also be unfair on my part to award gratuity on the same scale as in other awards even to those who do not earn a pension, when the Company has already been saddled with the liability of the pension scheme in respect of certain persons. I, therefore, propose to award a gratuity scheme for persons who do not actually recieve any benefit under the pension scheme of the Company but the amount of gratuity payable will be on a scale much lower than the gratuity benefits conferred in several awards by Industrial Tribunals. I, therefore, direct that gratuity should be paid according to the scale laid down below :—

(*a*) On death or disability or old age of the employee while in service of the Company—Half month's salary for each year of service subject to a maximum of 10 months' salary to be paid in case of death to his heirs or executors or a nominee.

(*b*) On voluntary retirement or resignation of an employee after 15 years of service in the Company—7½ months' salary.

(*c*) On termination of an employee's service by the Company for reasons personal to the Company :—

(*i*) After 10 years' continuous service but less than 15 year's service in the Company—3/8th of one month's salary for each year of service.

(*ii*) After 15 years' continuous service in the Company half month's salary for each year of service subject to a maximum of 10 months' salary.

(*d*) Gratuity will not be paid to any employee who is dismissed for dishonesty or misconduct.

Salary for the purposes of calculating gratuity shall mean the substantive salary (exclusive of allowances) of an employee on the date the employee ceases to be in the employment of the Company. The Company may in their discretion grant gratuity in excess of the above.

102. I further direct that the benefit of this gratuity should only be given to persons who do not actually get either a full pension, a proportionate pension or an early pension under the pension scheme of the Company and that neither the Company nor the employee concerned shall have the option to choose between one or the other of these benefits. Those employees who have qualified themselves for a pension under the pension scheme shall receive their pensions under the same, while those who do not qualify for pension shall have the benefit of the above scheme of gratuity. The pension scheme is applicable only to persons falling within Annexure 'A', Group B of this reference with the exception of the motor mechanic. As the pension scheme is not made applicable to persons other than these and as the Company is not saddled with any liability for pension in the case of such persons, I direct that the following gratuity should be paid to persons in Annexure 'A' to whom the pension scheme of the Company is not applicable :—

(*a*) On death or disability or old age of the employee while in service of the Company—One month's salary for each year of service subject to a maximum of 15 months' salary to be paid in case of death to his heirs or executors or a nominee.

(*b*) On voluntary retirement or resignation of an employee after 15 years of service in the Company—15 months' salary.

(*c*) On termination of an employee's service by the Company for reasons personal to the Company :—

(*i*) After 10 years of continuous service but less than 15 years' service in the Company—$\frac{3}{4}$th of one month's salary for each year of services.

(*ii*) After 15 years' continuous service in the Company—15 months' salary.

(*d*) Gratuity will not be paid to any employee who is dismissed for dishonesty or misconduct.

Salary for the purposes of calculating gratuity shall mean the substative salary (exclusive of allowances) of an employee on the date the employee ceases to be in the employment of the Company. The Company may in their discretion grant gratuity in excess of the above.

103. I would certainly have liked to extend this gratuity to retrenched personnel who have put in more than 5 years of service but less than 10 years, as is now being done in some awards. But as the demand itself is confined to persons who have completed 10 years of service in the Company, except in cases of death or disability, I regret I am not able to make such a provision.

104. *Bonus.*—As the question of payment of bonus applies equally to the various categories of workers mentioned in Annexure A and Annexure B, I shall deal with both these demandss imultaneously.

Demand No. 6 in Annexure 'A' is as follows :—

Bonus should be paid in cash as under:—

For 1946—Bonus equivalent to one month's salary.

For 1947—Bonus equivalent to three months' salary.

For 1948—Bonus equivalent to four months' salary with dearness Allowance.

In Annexure B demand No. 5 is as follows :—

All employees should be paid bonus equivalent to 3 months' wages for the year 1947 and four months' wages with dearness allowance for the year 1948 without any condition as to completed year of service.

105. As regards Annexure A, I find that there is a demand for payment of bonus for the years 1946, 1947 and 1948, though there is no similar demand for the year 1946 in Annexure B. I shall deal with the demand for bonus for persons falling within Annexure A, Group B, for the year 1946 first. The members of the clerical staff it appears have so far not received any bonus in cash at all. Whatever bonus payment was made was in the form of an additional contribution by the Company to the employees' Provident Fund Account and credited on the side of the Company's contribution. Such additional contribution amounted to 7½ per cent. of the annual basic earnings of the employee concerned. It appears that up to 1942 this bonus was restricted to those few, drawing a salary of Rs. 200 and above, who constituted, according to the Union, approximately 5 per cent. of the staff. This limit was reduced to Rs. 100 after the year 1943, benefiting, even then, only approximately about 40 to 50 per cent. of the staff. For the years 1944, 1945 and 1946, this benefit was given irrespective of the salary limit of the employees concerned, but the quantum was as usual restricted to 7½ per cent. of the employees' annual basic earnings. It appears that on the introduction of the pension scheme of the Company in 1947 bonus has been stopped. It is not very clear to me why the Union has demanded a bonus for the year 1946 for persons in Annexure A when they have not made any such demand for persons in Annexure B. The only possible explanation seems to be that an agreement under which workers in Annexure B gave up their right to a bonus payment for the year 1946 did not bind the persons mentioned in Annexure A. Employees mentioned in Annexure B. have received one month's wages by way of bonus for the year 1946 and have accepted the same on such terms and conditions as were

negotiated by the National Oil Workers' Union. As against this, persons in Group B (Clerical Staff) in Annexure A have received bonus in the form of the Company's additional contribution to their provident fund account at the rate of 7½ per cent. of their annual basic earnings. This is only slightly lower than what employees mentioned in Annexure B have received. Employees mentioned in Annexure B received one month's bonus for the years 1943, 1944 and 1945. As against this, persons mentioned in Annexure A, Group B, only received 7½ per cent. for the years 1943, 1944 and 1945 additional contribution to the Provident Fund without demur. I, therefore, think that there can be no justification for a demand for further bonus for the year 1946. Persons falling in the categories mentioned in Annexure A, Group A, have likewise received for the year 1946, the same amount of bonus as was paid to persons mentioned in Annexure B and for whom there is no demand for additional bonus for the year 1946. Throughout I have treated these categories of workers on a par with those mentioned in Annexure B and therefore I do not see sufficient reason for awarding one month's additional bonus to them for which there is not even a demand made in Annexure B. This applies also to the case of the Motor Mechanic working at the Head Office and shown in Annexure A, Group B.

106. The categories of workers mentioned in Annexure B have received bonus as follows :—

1942—Bonus of one month's wages offered voluntarily and accepted.

1943—Bonus of one month's wages offered voluntarily refused, but later awarded by Industrial Tribunal.

1944—Bonus of one month's wages offered voluntarily and accepted.

1945—Bonus of one month's wages offered voluntarily and accepted.

1946—Bonus of one month's wages offered voluntarily as against a demand of 3 months' wages. This offer was accepted after conclusion of negotiations with the National Oil Workers' Union.

August 1947—Independence Day Bonus, of ½ month's wages offered voluntarily and accepted.

1947—Bonus of one month's wages offered voluntarily and accepted.

As regards the demand for bonus for 1947 and 1948, the Union has submitted that their demand for bonus is justified because the earnings of the employees fall short of the living wage standard. According to the Union the employees in Group B, Annexure A, received dearness allowance on a very niggardly scale in the initial stages when prices were soaring high. Even today, the Union contends, that the dearness allowance granted both to persons in Annexures "A" and "B" neutralises the rise in the cost of living only partially and that it is but just and equitable that they should be properly compensated by the payment of bonus. The Union has further submitted that the profits of the Company are enormous and that the employees have a right in the fair share of the profits of the Company.

108. The Company has denied emphatically having made any extra-ordinary profits during war years. or thereafter. It has submitted that its wage structure is superior to that prevailing in several other concerns and that the dearness allowance paid by it is comparatively also higher. The Company has further submitted that its policy in the matter of bonus has been that it is preferable, and wiser, to remunerate employees by the payment of proper wages and/or salaries, and to grant dearness allowance and other facilities, which would render the total remuneration and value of the post sufficiently high to stand well in comparison with those afforded by comparable employers whether such other employers pay bonuses in addition to salaries or not. The Company submits that the benefits conferred by the payment of a cash bonus are transitory only and of no real lasting benefit to the employees concerned and that the policy adopted by it is much better than the payment of cash bonus which has the effect of merely encouraging the vicious spiral of inflation. Further the Company has submitted that large bonuses recently paid to the textile workers should not in any way influence the decision of this Tribunal, that the Textile industry is not a comparable industry and that the profits made therein during the last few years cannot be compared to the profits of this Company. The Company has tendered Exhibit 14(*c*) to show the benefits received by a Burmah-Shell worker as compared to a Bombay textile worker in respect of wages and dearness allowance. According to the Company whereas the average wage of a Bombay textile worker in the year 1946 was Rs. 34-12-0, in 1947 Rs. 44 and in 1948 Rs. 49, the average wage of a Burmah-Shell worker in the year 1946 was Rs. 47-1-0, in 1947 Rs. 49-5-0 and in 1948 Rs. 51-3-0. As regards dearness allowance, a Bombay textile worker in 1946 was paid Rs. 35-7-0 in 1947 Rs. 44-3-0 and in 1948 Rs. 49-11-9, while the average dearness allowance paid by this Company was always slightly higher by a couple of annas than that paid to a Bombay textile worker. Thus the Company contended that for the year 1947, on the basis of one month's bonus already paid to a Burmah-Shell worker, he received Rs. 97-14-9 as against Rs. 93-11-3 received by a Bombay textile worker inclusive of bonus and on the basis of one month's bonus for the year 1948—(offered but refused by the workers)—a Burmah-Shell worker would receive Rs. 105-8-0 as against Rs. 109-10-9 received by a Bombay textile worker, including the 4½ months' bonus received by the latter. If to this were added the various other advantages like additional leave, Provident Fund, free tea and medical aid, etc., enjoyed by the Burmah-Shell employee and which were not available to the Textile Worker, it could not be denied that the Burmah-Shell employee was considerably better off than the textile worker.

109. The Company has besides denied that the profits and prosperity of the Company is in any way contributed to by the employees and/or that they are entitled to any share in the profits or that they have any right to a bonus.

110. It is now well settled that bonus is not an *ex-gratia* payment. It is also equally well settled that workers in some measure or other

contribute to the profits of the Company and that they are entitled to some indeterminate share of the profits in the form of bonus if the Company has made fairly large profits. The justification for this lies in the existing wages falling short of the living wage standard and an effort to fill up the deficiency to some extent by means of bonus. A further justification for the payment of bonus at the present times is the additional ground that real wages do not correspond to basic wages, as the rise in the cost of living is only partially neutralised by the payment of dearness allowance. When however the living wage standard is reached bonus will partake the character of some form of profit sharing. Although bonus is thus corelated to profits the exact proportion bonus should bear to profits is nowhere laid down. Some Madras Tribunals and the U. P. Labour Enquiry Committee Report have commended certain methods of linking bonus with dividend but the same has not advisedly been adopted by the Bombay Tribunals.

111. In this case there is no doubt that the employees are the employees of Burmah-Shell. Therefore in assessing the amount that should be paid to them by way of bonus I am concerned with the profits of Burmah-Shell alone. It is true that Burmah-Shell are merely the selling and distributing agents of other concerns. I do not know nor am I concerned for my purpose with the terms upon which they are selling agents or to whom the amount awarded as bonus shall be ultimately debited. I have only looked to the profits of Burmah-Shell as disclosed in their balance sheets, and shall award bonus payments on the basis of those profits alone.

112. The Company at the hearing handed over to me under confidential cover the balance sheets of the Company for the years 1945, 1946 and 1947 as also the estimated profits for the year 1948, with a written request to treat the contents as confidential. It is really unfortunate that the Company did not see its way to allow Mr. Godiwalla, who appears for the Union, to have a look at the balance sheets : thus I was deprived of the benefit which I would otherwise have got from Mr. Godiwalla's criticism of the balance sheet figures. I have examined the balance sheets but as section 21 of the Industrial Disputes Act precludes me from including in this award any information so obtained, I have refrained from quoting anything therefrom. I will, therefore, only state the conclusions to which I have arrived after scrutinising these balance sheets. Exhibit 33 (c) tendered by the Company states the average monthly wage-bill (exclusive of dearness allowance) for the clerical staff as also for the labour, service and transport staff. From the balance sheet presented for the year 1947, there is no doubt that the Company has made a fairly large profit in that year; the profits made and dividends paid are certainly in excess of what may reasonably be termed a fair return on capital employed. One month's bonus has already been paid for the year 1947. Some additional amount could still be distributed to the workers, without seriously reducing the amount of profits. In view of the high level of taxation at which the Company is assessed the additional

amount of bonus which I may award will, if it comes out of profits of Burmah-Shell, only reduce the actual profits to the extent of a part of the bonus awarded. I have carefully considered the arguments of both the Company and the Union in this respect. I think that having regard to the profits made by the Company in the year 1947 in addition to the one month's bonus already paid, it would be fair to award additional bonus equivalent to 1/8th of the annual basic wages of an employee for the year 1947. I may mention here that the Caltex (India) Ltd., has paid the same amount of bonus as has been awarded by me for the year 1947.

113. As regards bonus for the year 1948, I find from the balance sheets, that the Company's profits for the year 1948 have considerably dwindled, the return on capital employed has been extremely reasonable. The Company has offered one month's bonus. As against that the Union has demanded bonus equal to four months' wages plus dearness allowance. This has been a year when unusually large bonus payments have been made in many industries and the expectations of workers have been very high. Looking to all the circumstances, I think bonus equivalent to 1/8th of the worker's annual basic earnings in the year 1948 would be a reasonable amount to award. Here again I cannot help remarking that it was rather unfortunate that the Company did not permit either the counsel for the Union or the Union's representatives to have a look at the balance sheets and the profits for the year 1948. Workers in several industries have been awarded a substantial proportion of their annual earnings as bonus for the year 1948. In view of that the workers in this Company are likely to feel disappointed at the amount awarded as it would fall considerably below their expectations. This could well have been avoided by furnishing the requisite information to the workers' representatives. I, therefore, direct that additional bonus equivalent to $\frac{1}{8}$th of the annual basic earnings of the employees for the year 1947 be paid as bonus for that year. It appears that members of the clerical staff have not been paid one month's bonus for the year 1947. In case members of the clerical staff (Annexure A, Group B) have not received any cash bonus for the year 1947, they should be paid bonus equivalent to 8/24 of their annual basic earnings instead of 1/8th for the year 1947. I further direct that bonus equivalent to 1/8th of the annual basic earnings of an employee for the year 1948 should be paid as bonus for the year 1948. The payments shall be made subject to the following conditions :—

(1) (*a*) Employees who have worked for only 32 working days or less in the year 1947 shall not be paid any bonus for the year 1947.

(*b*) Employees who have worked for only 33 working days or less in the year 1948 shall not be paid any bonus for the year 1948.

(2) (*a*) Employees who have worked for less than 75 working days but more than 32 working days in the year 1947 shall be granted a bonus to the extent of 50 per cent. of the rate prescribed for the year 1947 above.

(*b*) Employees who have worked for less than 75 working days but more than 32 working days in the year 1948 shall be granted a bonus to the extent of 50 per cent. of the rate prescribed for the year 1948 above.

(3) (*a*) Any employee who has been dismissed for misconduct in the year 1947 shall not be entitled to any bonus, even if he has worked for more than 32 days.

(*b*) Any employee who has been dismissed for misconduct in the year 1948 shall not be entitled to any bonus, even if he has worked for more than 32 days.

(4) Bonus for the year 1947 shall be calculated on earnings (exclusive of dearness allowance) for the periods 1st January to 31st December 1947 and for the year 1948, for the period 1st January to 31st December 1948 and shall be paid in one lump sum within 3 months from the date of the publication of this award.

(5) Persons who are eligible for bonus but who are not in the service of the Company at the date of payment of bonus, shall be paid in one lump sum by the 31st December 1949, provided claims in writing are submitted to the Manager of the Company in Bombay.

114. I may repeat what I have stated in the beginning, that this part of the award applies equally to persons in Annexure "A" and Annexure "B".

Demand No. 7 is as follows :—

Working Hours and Overtime Pay.—Working hours should be 7 hours inclusive of one hour recess time on Mondays to Fridays, i.e. from 10 a.m. to 5 p.m. On Saturdays the hours of working should be 10 a.m. to 1 p.m. The same clerical working hours should be applicable to the Company's Bombay Installations. All Sundays, Bank and Public Holidays should be office holidays.

If an employee is called upon to work overtime on working days or during holidays, he should be given at his option either double his average pay or a compensatory holiday on a day desired by him in the next week.

115. Till the year 1938 the working hours of the Company's offices at Ballard Estate were from 10 a.m. to 5 p.m. with one hour for lunch in between. On the passing of the Shops and Establishments Act, the Company put up a notice extending the hours of work from 9-30 a.m. to 5-30 p.m. and further from time to time revised the working hours from 9 a.m. to 6 p.m. These changes in working hours were effected only in theory but in actual practice, the employees were told that they could attend office at 10 a.m. and leave at 5 p.m. as before, on week days, and from 10 a.m. to 1 p.m. on Saturdays. The Union has, therefore, alleged that these theoretical changes were effected in the hours of work with a view to avoid payment of overtime as provided for in the Shops and

Establishments Act. The Company in its written statement, however, admits these changes were effected in working hours from time to time but denies that the purpose of such changes was to avoid the payment of overtime as no overtime is payable under the Bombay Shops and Establishments Act until the maximum of 48 hours per week (or 9 hours per day) have been exceeded. The Company has further stated that in practice it has been and it still remains, the Company's policy to allow clerical staff generally to attend office from 10 a.m. to 5 p.m. (with an hour's break for tiffin), and from 10 a.m. to 1 p.m. on Saturdays, a total of only 33 hours per week. The Company further states that it is the practice of a number of clerks who are conscientious and diligent to attend office a few minutes earlier and to stay in office up to say 5-30 p.m. in order to complete a certain piece of work, perhaps of some urgency and also generally to keep their work up-to-date. The Company has also emphasised that there are certain clerks and other grades of staff, such as those in the Inward Mail Department, Outward Mail Department, etc., whose hours of work have to be staggered to obtain proper working of the office organization, as for example the Inward Mail Department where certain clerical staff attend from 9-30 a.m. and again the Outward Mail Department where certain clerical staff stay to despatch the Outward Mail. The Company asserts that in such cases it is essential that the hours of work must be staggered. The Company submits that, if it had laid down the working hours from 10 a.m. to 5 p.m. the working of such staggered hours would have been impossible under the Bombay Shops and Establishments Act. The Company also states that apart from clerks in the Inward and Outward Mail Departments, there are employees such as cooks and sweepers who must come early and has drawn pointed attention to the case of car drivers, who under the demand of the Union, could not perform their work of meeting passengers at airfields, railway stations, etc., outside office hours. The Company has, therefore, pointed out that the Union's demand itself is unworkable. I entirely agree with the contention of the Company that, in view of the Shops and Establishments Act and the Rules made thereunder, there may be some practical difficulty in continuing the scheduled hours of work as they existed prior to the enforcement of that enactment. I, therefore, cannot accede to the Union's claim that the working hours at the Head Office and Branch Offices should be as demanded.

116. Mr. Godiwalla at the hearing made it clear that the demand was confined only to the clerical staff. The hours of work in this Company have for a long time been 33 hours per week for the clerical staff and I, therefore, think that it would not be fair that they should be made to work beyond their normal hours of work without payment of overtime. I see no objection to the staggering of office hours in certain cases where such staggering is necessary by reason of the nature of the work. I also agree with the Company that human nature being what it is, the temptation to earn overtime for working only a small period beyond the official hours is likely to set a premium on indolence and might lead to slackening of work. But even taking all these factors into

consideration I feel that I would not be justified in completely rejecting this demand for overtime. The difficulty in respect of staggering of hours of work may be met by not prescribing any fixed hours of work. The fear of possible slackening of work with a view to earn overtime, may be met by a provision that no overtime payment should be made for some slight residue of work performed for half an hour everyday. In support of its contention against the payment of overtime the Company has referred to several awards and particularly to the dispute between *The Oriental Government Security Life Assurance Co., Ltd., Bombay, and The Workmen employed under it,* published at page 425 of the *Bombay Government Gazette* Extraordinary, Part I, dated 29th January 1949 (AJ-IT Nos. 32 and 52 of 1948), where the learned Adjudicator Mr. M. C. Shah has observed that the question of payment of overtime wages does not arise so long as the total hours of work in a month do not exceed the limit prescribed under the Shops and Establishments Act. With great respect, I do not agree with the learned Adjudicator that by reason of the said Act, I am precluded from awarding overtime for work done within the limit of the maximum statutory hours prescribed by the said Act.

117. I shall deal with the case of service staff, such as sweepers, sepoys and peons, and members of the clerical staff working at the installations separately. As regards persons mentioned in Group B (except the motor mechanic working at the head office), the written statement of the Company makes it clear that the Shops and Establishments Act would apply to such members of the clerical staff and that if any such member has to work beyond the hours prescribed by that Act in a week he would be entitled to overtime payment as prescribed by that Act. Those provisions are binding on the Company and I think it is not necessary for me to add anything in respect thereof. As regards work done beyond the normal working hours of the Company but within the limit of the hours prescribed by the Shops and Establishments Act, I think it is appropriate that the Company should pay compensation at least at the normal rate of salary or wages and dearness allowance. If some such provision was not made that would leave considerable scope to the Company for exploitation of the employee. It is also not desirable that overtime payment should be made even when the period is very short. I, therefore, award that where the employee is required by the Company to work more than 6½ hours (exclusive of lunch hour) on any week day and 3½ hours on any Saturday but within the statutory limit prescribed by the Shops and Establishments Act, 1948, he be paid overtime allowance on the basis of his normal salary and the hourly rate of overtime allowance should be calculated in the following manner :—

The total working hours per week should be divided by six, which represents the number of working days in the week. No account is to be taken about the holidays in the week. The quotient will give

the average period of work per day in the week. This figure should be multiplied by the number of days in the particular month, including Sundays and holidays. The salary plus dearness allowance earned during the month should be divided by this product. The quotient will give the required hourly rate.

118. As regards the service staff, such as sweepers, sepoys, peons, etc., employed at the Head Office and Branch Offices, I direct that the same provision for overtime payment as is made by me under Annexure "B" should apply to them.

119. As regards hours of work for the clerical staff employed at the installations, the Company has rightly contended that their working hours have to be fixed according to the working hours for labour and that the demand of the Union for a reduction in working hours of the clerical staff employed at the installations is, therefore, not justified. The work of the clerical staff at these installations also differs from the work at the main office and is mainly connected with the normal movement of petroleum products which, if working hours for the clerical staff are changed, would necessarily be interfered with. The reduction, therefore, of the working hours of the clerical staff at these installations is out of question. A similar demand for reduction in hours of work was put forward by the clerical staff in AJ-IT 22 of 1947 in the dispute between *The Standard Vacuum Oil Company, Bombay, and The Workmen employed under it in Bombay* (vide *Bombay Government Gazette* Extraordinary, Part I, dated 17th September 1948, at page 4205), where the learned Adjudicator Mr. D. G. Kamerkar observed :—

> "Reducing the working hours being thus out of question, it remains to be seen whether and how the clerical staff in the installation offices should be recompensed for the extra hours of work. If the clerical staff in the Bombay installations is paid salaries on the same grades and scales as in the Company's main offices, it appears to me appropriate that they should be compensated for the additional hours of work in the day. On an average, they put in about 2 hours' work more per day. Making due allowance for the fact that the work they put is in relatively less intellectual and more or less of a routine nature, it would be fair to these clerks to pay them a duty allowance of 20 per cent. of their basic pay. This allowance should be taken into account for assessing the dearness allowance payable to them."

In another case in Adjudication No. 10 of 1948 in the dispute between *Caltex (India) Ltd., Bombay* v. *Workmen employed under it* (1949 I. C. R. Bom. page 510), a similar demand not with a similar provision for additional payment. The Company has offered to make a similar payment to the members of the clerical staff working at the installations and it appears from the written statement of the Company that a large number of these clerks have willingly accepted the said offer. I, therefore, award that the existing working hours of the members of the clerical staff employed at the installations in this Company should not be changed

and that the members of the clerical staff be compensated for the extra hours of work by a duty allowance of 20 per cent. of their basic pay. I further direct that this allowance should be taken into account for assessing the dearness allowance payable to them. I do not think any allowance need be paid to the service staff other than clerical staff working at the installations as I propose to fix hours of work for them, both at the Head Office and Branch Offices, on the basis of the working hours at the installations.

120. The Union has demanded that all Sundays and Bank and Public Holidays should be office holidays. As regards Sundays the Shops and Establishments Act provides that all establishments covered by that Act shall give a weekly day-off, that day being notified earlier. In the case of this Company that must be a Sunday. If for some special reason it is not convenient to the Company to give Sunday as a day-off, the Company has to notify the proper authority under the Act and arrange to give some other day-off to the employees instead. I think that so far as persons covered by the Shops and Establishments Act are concerned this is a sufficient safeguard. There is also a similar safe-guard under the Factories Act under which a weekly day-off has to be given. I do not think that I need circumscribe the freedom of the Company any further in this respect.

121. As regards Bank and Public Holidays, the Company has made its position in this respect quite clear in a letter addressed to the Union dated 18th March 1948 which *inter alia* states: "The Company gives the maximum number of holidays to its staff which can be afforded in consonance with its commitments to the Public and to Government as an essential industry. In practice, nearly all Government Negotiable Instruments Act Holidays are in fact given to the clerical staff, and exception is made only when holidays are so close together or to the weekend that closure would prejudice the Company's commitments to the Public and to Government". I think that the existing practice of the Company is sufficiently generous in this respect and that no further directions are necessary.

122. Next the Union has demanded that if an employee is called upon to work overtime on working days or during holidays, he should be given at his option either double his average pay or a compensatory holiday on a day desired by him in the next week. As regards overtime on working days, I have already dealt with the matter earlier in this demand. As regards over-time on holidays (other than the weekly day-off) I do not think it is advisable that a compensatory holiday should be given instead. Ordinarily, an employee is called to work on such a holiday because of work remaining in arrears or for work of an emergent nature which has to be disposed of before a certain day. To allow the employee another day off necessarily results in counteracting this main purpose. It can only lead to creating further arrears on account of work not done by the employee on the day on which he would normally have worked. Such a practice would not be conducive to outturn of

work and must be discouraged. A day-off in lieu of a Sunday has to be given because of the Statutory requirement; but the statute does not require a day-off to be given in lieu of a holiday. I, therefore, reject the demand for a compensatory day-off. When a person is called to work on a holiday, however, it is but natural that he should be compensated for the extra trouble. I, therefore, direct that the Company should pay such workers for work done on holidays at 1½ times the normal rate of pay and dearness allowance for the number of hours he is required to work subject to a minimum allowance of 2 hours.

Demand No. 8 is as follows :—

Termination of Service.—(*a*) Dismissal or any disciplinary action should not be enforced directly or indirectly on any employee for participating in or promoting legitimate Union activities.

(*b*) Dismissal or any disciplinary action whatever should not be enforced against an employee without a proper charge sheet having been framed and furnished to him. He should be given adequate opportunity for defence including examining of his witnesses.

(*c*) Before any adverse remarks are set down on the progress and other reports made by the Departmental Heads for filing into the Service Folder maintained by the Company for each of its employees, the employee concerned should be given a fair and adequate opportunity to put up his defence before his Departmental Head and also have the right to approach the highest executive of the Company with his grievances against the said remarks in case the employee is dissatisfied with the decision of his Departmental Head.

123. The Union has demanded that dismissal or disciplinary action should not be enforced directly or indirectly on any employee for participating in or promoting legitimate union activities. The Company in its written statement has denied that it has ever taken any disciplinary action either directly or indirectly against any employee for participating in or promoting legitimate Union activity. The Company claims that its attitude towards trade unions as a whole has been one of reason fairness and equity. The Company has further submitted that "promoting union activities" is rather a vague term and that Union members or other employees, should not engage in Union business during working hours unless they have received sanction to do so from a Departmental Head. Subject to the above the Company has no objection to legitimate Union activities, though the Company would not like that the terms of this demand should be embodied in the Award itself. I think that the demand is unexceptionable and therefore should be granted, subject to the condition that no person should indulge in union activities during working hours without the express sanction of the Departmental Head.

124. As regards part (*b*) of this demand, the Union has submitted that dismissal or any disciplinary action whatever should not be enforced against an employee without a proper charge sheet having been framed

and furnished to him and that the employee concerned should be given an adequate opportunity for defence including examining of his witnesses. The Model Standing Orders and the rules framed by the Government of Bombay both for clerical as well as labour staff under the Industrial Employment Standing Orders Act, 1947, provide (1) that no order of dismissal shall be made unless the clerk concerned has been informed in writing of the alleged misconduct or given an opportunity to explain the circumstances alleged against him and (2) that no order of dismissal shall be made except after holding an enquiry against the clerk concerned in respect of the alleged misconduct in the manner set forth therein. The procedure prescribed requires that a clerk against whom an inquiry has to be held shall be given a charge-sheet clearly setting forth the circumstances appearing against him and requiring explanation, that he shall be given an opportunity to answer the charge and permitted to be defended by a clerk working in the same department as himself and that, except for reasons to be recorded in writing by the officer holding the inquiry, the clerk shall be permitted to produce witnesses in his defence and cross-examine any witnesses on whose evidence the charge rests. The procedure also requires that a concise summary of the evidence led on either side and the clerk's plea shall be recorded. I see no reason why the Company should object to the demand of the Union when Government has prescribed a very similar procedure in Model Standing Orders and Rules framed. I, therefore, allow this part of the demand.

125. With regard to part (c) of this demand the Company has submitted that its existing practice is that an employee is specifically advised of any adverse entry in his Service Record and is given an opportunity to justify himself (if he can) to his Departmental Manager, and that there is no ground for a change in the present procedure followed by the Company. It has also submitted that in serious cases affecting a worker's employment, such as dispensation of services or dismissal, the employees have the right of access to the highest management of their establishment, i.e. the General Manager in Magnet House, the Branch Manager in Burmah-Shell House, and the Installation Manager in an Installation. Further more the Company has an Industrial Relations Department to deal specifically and personally with any difficulties or grievances which may be felt by any employee. At the same time the Company states that the right of the Management to delegate responsibilities in dealing with staff to competent officials of the Company as is the normal practice in all large establishments should not be restricted. I feel that the prevailing practice in the Company is perfectly satisfactory and I do not think it is necessary to make an award in terms of this demand. I only direct that the existing practice should continue. This part of the demand is therefore rejected.

Demand No. 9 is as follows:—

Existing Privileges.—Nothing contained in the above demands should adversely affect or take away from any employee or group of

employees any privileges, advantages or amenities already vested in or enjoyed by such employees or group of employees.

126. This is a demand in general terms and it is not possible for me to foresee its implications. In recording my findings on the several demands I have taken precaution to see that as far as possible the existing rights and privileges are not taken away. However it is not possible to record a definite finding on such a vague demand. The principle underlying the demand is intelligible. I hope that the Company will give effect to it except where it results in manifest inconsistency or incongruity.

Demand No. 10 is as follows :—

Social Amenities.—The existing dining room and its facilities are entirely inadequate and should be adequately improved and enlarged.

Hygienic arrangements should be made for easy availability of potable water through refrigerators.

127. The Company has submitted that it is already very short of space and have for some time made earnest endeavours to secure additional office accommodation and to secure ground and the materials on which to build entirely new and up-to-date premises in which provision could easily be made for additional dining room space and other facilities. The Company has further stated that recently it has been able to acquire some additional but still inadequate space in Exchange Building and in replanning the office accommodation and that with the assistance of this extra space it has increased the clerical and service staff dining room floor space from 643 square feet to 1151 square feet. The difficulty of obtaining extra accommodation at present is well-known and while I sympathise with the demand of the Union, I am convinced that the Company on its part is doing its best to meet this demand. I rather think that the Union should be thankful to the Company for what it has already done. I, therefore, reject this part of the demand.

128. The Union has next demanded for hygienic arrangements for easy availability of potable water in refrigerators. The Company submits that it is always prepared to consider the provision of reasonable facilities for the benefit of its staff but that the provision of refrigerated water should not be the subject matter of a demand on the employer. I have no doubt that the Company must be supplying to its employees cool and clean drinking water. If there is any dissatisfaction on this account, the attention of the management can be drawn to it. I think I can safely leave it to the management in view of the Company's assurance that it is prepared to provide reasonable facilities for the benefit of its staff. As regards the demand for refrigerated water, I regret I cannot accede to it. The demand is, therefore, rejected.

Demand No. 11 is as follows :—

The Company should pay the arrears in dearness allowance on the adjusted salaries from January 1, 1947.

129. For reasons given earlier I do not propose to award retrospective effect either to the new scales of pay or the dearness allowance except from a date very near to the date of this reference namely, 1st March 1949. I, therefore, award that the new scales of dearness allowance should come into effect from 1st March 1949. There is bound to be some difference on account of the revision prescribed by me in the dearness allowance. There is also bound to be some difference because of the new scales of pay which I have awarded to the different categories of workers in this Company. I, therefore, direct that the new scales of pay and the new rate of dearness allowance should come into effect from 1st March 1949 and that the difference between what has been paid and what has become payable under this award should be paid to the workers within 3 months from the date of the publication of this award.

Demand No. 12 is as follows :—

The Company should refund the amount of two days' pay deducted from September 1948 salary to those employees who exercised their right to the two Public holidays on 7th and 8th September 1948.

130. The Union has demanded that the Company should refund the amount of two days' pay deducted from September 1948 salary to those employees who absented themselves on the two public holidays falling on 7th and 8th September 1948. There has been considerable correspondence in respect of this demand between the Company and the Union which I need not reproduce here. It appears that on 10th September 1947 the Company *inter alia* wrote to the Union as follows: "*Bank Holidays: (f)* As regards *Public Holidays*, there are normally a minimum of sixteen days a year on which the office is closed on account of Public Holidays and when it is our endeavour that all staff, except Watch and Ward Staff on duty should get a holiday. There are four more days representing Public Holidays (for three Parsee and one Jain festival) on which, having regard to Installation work, it is necessary to open the Branch Office with a skeleton staff. You are aware of the great emphasis which the leaders of the country are placing on increased production; we have to pay our part in this and consequently we do not believe that any increase in the number of holidays can be justified". The Company in its letter to the Union of 18th March 1948 stated in regard to Bank Public Holidays :— "The Company gives the maximum number of holidays to its staff which can be afforded in consonance with its commitments to the Public and to Government as an essential industry. In practice, nearly all Government Negotiable Instruments Act Holidays are in fact given to the clerical staff, and exception is made only when holidays are so close together or to the weekend that closure would prejudice the Company's commitments to the Public and to Government."

In September 1948 the following holidays occurred :—

Friday, September 3rd—Parsi New Year.
Saturday, September 4th—Half day.

Sunday, September 5th—Whole day off.
Monday, September 6th—Ganesh Chaturthi.
Tuesday, September 7th—Samvatsari.
Wednesday, September 8th—Khordadsal.

131. It will be noted that these holidays co-incided with the weekend and if all four holidays had been granted to the staff, the Company's offices would have been closed for 5½ days out of 6 consecutive days. The Company, therefore, declared Friday, the 3rd September, and Monday the 6th September as full holidays and Tuesday and Wednesday the 7th and 8th September, as Sectional Holidays. Incidentally it may be mentioned that the Company had never before declared Samvastsari and Khordadsal to be closed holidays. This was not acceptable to the Union. The Union, therefore, contended that the Company's letter of 10th September 1947 gave them a right to all the Public Holidays and called upon its members to abstain from work on the 7th and 8th September according to a resolution passed on the 31st August 1948 in which the Committee of the Union called upon all its members to "exercise their legitimate right to enjoy all these holidays at home". I do not think that the letter of 10th September 1947 written by the Company amounts to an unequivocal promise to the employees to grant them all Public Holidays as days-off. The position in any event was sufficiently clarified by the Company subsequently in their letter of 18th March 1948. The non-observance of these public holidays had, in my view, nothing to do with any sinister desire on the part of the Company to deprive the employees of their right to enjoy these holidays at home. This non-observance was obviously due to the Company's obligation, which it had, as a public utility Company, both to the public and to the Government. I entirely agree with the contention of the Company that persons employed in any trade or industry accept certain disabilities incidental to the particular industry or trade as normal part of their contract of service. Further the holidays in question were only Sectional Holidays, one being a Jain and the other a Parsee festival, and the Company had at no time, as appears from its written statement, observed these holidays before. I think the Company was perfectly justified in deducting two days' pay from the salary of those of its employees who without sufficient justification absented themselves from work on the 7th and 8th September 1948. The demand is, therefore, rejected.

ANNEXURE "B".

132. Annexure "B" refers to the demands of all workmen of the Burmah-Shell Installations at Sewree and Wadi Bunder and Santa Cruz and Juhu Aviation Service Stations including Watch and Ward, Drivers and Cleaners, but excluding clerks and service staff.

133. *Demand No. 1.*—This is the most important of the demands as it relates to grades and scales of pay and is as follows:—

1 (*a*) *Grades and Scales.*—The following should be the new scales and grades of monthly wages:—

1. Coolies—General (Men and Women)—Rs. 40—2—60.

2. Coolies—Store—Rs. 45—2—65.
3. Coolies—Can Sealing—Rs. 45—2—65.
4. Wiremen Coolie—Rs. 45—2—65.
5. Refuelling Crewman—Rs. 45—2—65.
6. Assistant Carpenter—Rs. 45—2—65.
7. Assistant Fitter—Rs. 45—2—65.
8. Assistant Painter—Rs. 45—2—65.
9. Marker—Rs. 50—2½—75.
10. Machinemen—Cap, Clip, Handle Sealing, Shearing, Bunghole Handle Blanking, Handle Hamming, Handle Forming, Washer Punching and Electric Hoist—Rs. 50—2½—75.
11. Machinemen—Top, Bottom, Body Trimming, Panel Press, Rolling, Flanding and Body Forming—Rs. 55—2½—80.
12. Machinemen—Horn Press—Rs. 60—2½—85.
13. Machinemen—2 Gal. Can Rolling and Squeezer—Rs. 65—2½—90.
14. Filler—Rs. 50—2½—75.
15. Examiner—Rs. 50—2½—75.
16. Tester—Rs. 55—2½—80.
17. Filling Machine Operator—Rs. 50—2½—75.
18. Fireman (Bolt Heating)—Rs. 50—2½—75.
19. Soldermaker/Acidmaker—Rs. 55—2½—80.
20. Oilers—Rs. 50—2½—75.
21. Beltman—Rs. 65—2½—90.
22. Stacker/Wagon loading Coolies—Rs. 50—2½—75.
23. Stenciller—Rs. 55—2½—80.
24. Hammermen—Rs. 55—2½—80.
25. Holder—Rs. 55—2½—80.
26. Cooper—Rs. 55—2½—80.
27. Packer—Rs. 55—2½—80.
28. Checker—Rs. 65—2½—90.
29. Soldermen/Soldmachine Operator—Rs. 65—2½—90.
30. Fireman (on automatic solder machine)/Handle Solder Machineman—Rs. 70—2½—95.
31. Tankwagon Filler—Rs. 65—3—95.
32. Tank Measurer—Rs. 65—3—95.
33. Rivetter/Boilmaker/Caulker—Rs. 65—8—145.
34. Blacksmith—Rs. 65—10—165.
35. Carpenter—Rs. 65—10—165.
36. Pattern-maker—Rs. 85—10—185.
37. Milling Machine Operator—Rs. 85—10—185.
38. Turner—Rs. 65—10—165.
39. Engine Driver—Rs. 65—8—145.
40. Fitter—Rs. 65—8—145.
41. Painter—Rs. 65—7—135.
42. Letter Painter—Rs. 90—7—160.
43. Spray Painter—Rs. 90—7—160.
44. Muccadam/Overseer—Rs. 75—10—175.

45. Wiremen—Rs. 90—7—160.
46. Mason—Rs. 90—7—160.
47. Pump Driver—Rs. 130—15—280.
48. Electrical Welder—Rs. 130—15—280.
49. Motor Mechanic—Rs. 130—15—280.
50. Leading Turner—Rs. 130—15—280.
51. Gas Welder—Rs. 120—8—200.
52. Leading Fitter—Rs. 120—8—200.
53. Pipe Fitter—Rs. 90—7—160.
54. Boiler Attendant—Rs. 65—10—165.
55. Head Mistry—Tin Factory—Rs. 120—20—320.
56. Head Mistry—Machine Shop—Rs. 120—20—320.
57. Head Mistry—Can Factory—Rs. 120—20—320.
58. Pipeline Mistry—Rs. 95—12—215.
59. Carpenter Mistry—Rs. 120—15—270.
60. Tin Factory Mistry—Rs. 120—12—240.
61. Machine Shop Mistry—Rs. 120—12—240.
62. Painter Mistry—Rs. 95—12—215.
63. Tinsmith Mistry—Rs. 95—12—215.
64. Boilermaker Mistry—Rs. 95—12—215.
65. Korbside Pump Mistry—Rs. 95—12—215.
66. Soldershed Mistry—Rs. 95—12—215.
67. Transport Department Mistry—Rs. 95—12—215.
68. Assistant Mistries—Rs. 85—10—185.
69. Lorry driver-Scamel Mechanical Horse—Rs. 130—12—250.
70. Lorry driver—Heavy—Rs. 110—10—210.
71. Lorry Driver—Light—Rs. 75—8—155.
72. Refueller Drivers—Rs. 110—10—210.
73. Cleaner—Rs. 50—2½—75.
74. Head Havildar—Rs. 65—2½—90.
75. Gates Havildar—Rs. 60—2½—85.
76. Gate Naik—Rs. 55—2½—80.
77. Gate Sepoy—Rs. 50—2½—75.
78. Sweeper Muccadam—Rs. 50—2½—75.
79. Sweeper—Rs. 40—2—60.
80. Mali—Rs. 45—2—65.

(*b*) In accordance with the new scales and grades existing wages of all employees should be adjusted with retrospective effect from January 1st, 1947, with provision for annual increments for the number of years of service they have already put in.

(*c*) All employees should be appropriately classified according to the nature of their work and in consultation with the Union with retrospective effect from January 1, 1948.

134. There is no specific demand for the introduction of a monthly salary system but the Union has demanded a monthly wage-scale for a large number of workers who are at present daily-rated employees of the Company. This demand is found in a large number of references

and has apparently been inspired by certain observations made by the Central Pay Commission. The said Commission has observed in its report at page 126 :

> " The daily rated system has come in for a great deal of criticism. In its crude form, it certainly involves inferiority of status, an element of uncertainty and absence of leave, etc., privileges. The Royal Commission on Labour recommended that, as far as possible, it should be replaced by monthly-rated labour ".

The Commission has, however, later on observed at page 127 :

> " Much of the criticism against it will be obviated if daily-rated workers are paid at a rate which will give them at least the same monthly income as monthly-rated employees, though they work few days less. This will practically secure to them the benefit of holidays with pay ".

The daily-rated system which has been criticised by the Central Pay Commission is the daily-rated system in its crude form and it does not exist in this Company in that form. On the contrary, even the daily rated workers in this Company, as in a large number of other companies, are daily-rated monthly-paid and their daily rates are fixed with reference to what their monthly income would be on the said basis. The daily-rated workers also get—or will receive under this award—privilege and other leaves, the benefits of provident fund, gratuity, etc. Therefore, the benefit of converting them into monthly-rated workers would only be sentimental. Under the circumstances, I do not think it worthwhile to depart from the usual practice obtaining in other manufacturing and industrial concerns and convert all daily-rated employees into " monthly-salaried employees ".

135. Earlier in this award I have already considered at some length the position of the petroleum industry and expressed the opinion that it should set the pace for other industries in respect of wages and other benefits. The minimum wage, which keeps the workers above the poverty line, has been fixed at Rs. 1-2-6 while the living wage recommended by the Textile Enquiry Committee comes to approximately Rs. 55 per month. I have already briefly dealt with the Report of the Fair Wages Committee and expressed the view that a living wage should not be taken as the ideal to be achieved at some future date but that immediate efforts should be made—at least in the case of companies which possess the capacity to pay—towards the attainment of that objective. Today, the Burmah-Shell is paying Rs. 1-3-3 as the minimum daily wage for unskilled workers, and this is also true of Caltex (India) Ltd., and the Standard Vacuum Oil Companies. Indeed, it is high time that the minimum for unskilled workers in this Company was raised. In AJ-IT 60 of 1948 in the dispute between *Allen Berry and Co. Ltd., Bombay. And. The Workmen (workers) employed under it,* (the *Bombay Government Gazette* Extraordinary, Part I, dated 28th April 1949 at page 2353vv-32), the learned Adjudicator Mr. K. C. Sen observed :

> " As to the minimum wage, in most of the awards concerning Engineering firms Rs. 30 has been taken as the proper figure, no doubt

on the same line of reasoning as has been applied to the textile industry in Bombay. It seems to me, however, that Courts, and Tribunals dealing with this question should now make an effort to reach the standard of living wage, if possible, in stages spread over a certain number of years. An attempt in this direction has already been made in the award given in respect of the Ford Motor Company of India Ltd., (*Bombay Government Gazette Extraordinary, dated 11th January* 1949, *page* 99). There the minimum daily wage is fixed as Rs. 1-6-0, which comes to Rs. 35-12-0 per month of 26 working days. I am of opinion that this figure should be taken as the minimum daily wage applicable to the workers in this Company also".

136. I am in entire agreement with the view expressed by the learned Adjudicator in that case and I have, therefore, no hesitation in fixing Rs. 1-6-0 as the minimum for the unskilled workers in this Company also. This would raise the minimum daily-rate for unskilled workers by As. 2-9 ps. I know that in the agreement between Air-India Ltd., and its workmen the minimum has been fixed much higher., i.e., at Rs. 1-8-0 per day, but the dearness allowance paid in that case is on a much lower scale. The maximum given by the Company to its unskilled workers is Rs. 1-15-3. Since I have raised the minimum, it is but fair that the maximum should be increased by a similar amount. This would bring the maximum of the Company to Rs. 2-2-0, i.e., about Rs. 55-4-0 per month andwould correspond exactly to what is defined as a living wage in the Textile Enquiry Committee's Report. Ordinarily the practice of the Company is to grant increments of anna one for unskilled workers and that is the practice observed in a large number of concerns today. I think that such one-anna increments are quite reasonable and direct that they should be automatic. The scale which I award, therefore, for unskilled workers, i.e., coolies, is as follows :—

Rs. 1-6-0—As. 1—1-12-0—E.B.—As. 1—2-2-0.

6 years 6 years.

The scale prescribed above is for men coolies only, I will now discuss the case of women coolies.

137. As regards the scale of coolies—women, the Union has demanded a scale of Rs. 40—2—60, that is the same scale for women as for men. The Company at present has a different scale for men and women. Whereas the scale for a man is Rs. 1-3-3 minimum, rising up to Rs. 1-15-3 maximum, the scale for women coolies is Rs. 1-2-6 minimum, to Rs. 1-7-6 maximum. In recent years there is a tendency in most countries to narrow down the wage differentials between men and women, and the principle of equal pay for equal work has been embodied in many national laws. In India also there has been an increasing tendency on the part of Industrial Tribunals and Courts to hold that women should receive the same wages as men for the same work. The Industrial Court in Bombay City awarded the same minimum wage, viz., Rs. 30 for both men and women, and a recent Madras award says that "with regard to wages, women are, in my opinion, paid very low

and this is an undeserved discrimination. There is no reason why a woman should not be paid the same wages as a man and the rates must be the same for both". The Tribunal, therefore, directed that a woman worker should be paid the same rate as a man in all mills. On the other hand the Tribunal appointed for the cotton mill industry in West Bengal has awarded that a female worker should get wages and other emoluments at three-fourths of the rate allowed to a male worker of the same category. The principle of equal pay for equal work is being increasingly pressed in international conferences and has been laid down as one of the directive principles of State Policy in the draft Constitution of India. The Committee on "Fair Wages" has, therefore, after taking full cognizance of this principle as also the main difficulty, viz., any violent disturbance of the differentiation being bound to affect the proportion in the employment offered to men and women, recommended as follows: "We suggest, therefore, that where employment is on piece-rates or where the work done by men and women is demonstrably identical, no differentiation should be made between men and women workers regarding the wages payable. Where, however, women are employed on work exclusively done by them or where they are admittedly less efficient than men, there is every justification for calculating minimum and fair wages on the basis of the requirements of a smaller standard family in the case of a woman than in the case of a man". The question of piece-rate payment does not arise in this Company. I, therefore, award that where the work done by men and women is demonstrably identical a woman worker should be paid the same wages as paid to a man, but where, however, women are employed on work exclusively done by them or where they are admittedly less efficient than men, they should be paid the following wages :—

Rs. 1-4-0—As. 1—1-10-0—E.B.—As. 1—1-12-0	
6 years	2 years.

138. To obviate any difficulty or dispute, in this connection I leave it entirely to the Company to determine (1) whether the work done by men and women in particular cases is demonstrably identical, or (2) whether women are employed on certain work exclusively, or (3) whether they are admittedly less efficient than men for particular work. The Company's decision in all these cases will be final.

139. The Union has differentiated between *Coolies—General* and *Coolies—Store and Can-Sealing* by demanding a slightly higher scale of wages for the latter. This higher wage has also been demanded by the Union for *Wiremen Coolie, Refuelling Crewmen, Assistant Carpenter, Assistant Fitter*, and *Assistant Painter*.—Such a distinction does not exist in Caltex (India) Ltd., Bombay, in the case of coolies. The Union claims that the work done by these categories of workers is between unskilled and semi-skilled and, as such, some additional remuneration should be paid to these workers. The Union has in this connection submitted that the coolies working in the Stores Department are required

to know the names of a large variety of articles. As regards coolies engaged on can-sealing work as well as wiremen coolies, the Union submits that their work requires a certain degree of skill, as also the work of a Refuelling Crewmen. The Assistant Carpenters and Assistant Fitters, the Union submits, are not mere coolies attached to carpenters and fitters but actually assist the latter in the execution of their work. The Company has taken strong objection to this demand and claimed that the work of all these categories is unskilled. The Company admits that most of these workers are for some time in their respective trades and have acquired some degree of proficiency, but submits that proficiency acquired by mere practice is very different from skill. I have had occasion to see for myself the work done by some of these employees during my exhaustive inspection of the installations of the Company and I regret I cannot put their work in any higher category. Besides, I have fixed the minimum for unskilled workers in this Company at Rs. 1-6-0 which is really the minimum prescribed for semi-skilled workers in a few awards. A large number of these workmen must have put in some years of service and will be getting a few annas more. The maximum of this scale is Rs. 2-2-0 which is even slightly higher than the minimum for skilled workers in some concerns. Therefore, even if some degree of skill is necessary for any of these jobs, I think the higher scale of wages which I have prescribed in the case of unskilled workers should be deemed a sufficient compensation. I would not, be justified in saddling the Company with additional liability. I, therefore, award for these category of workers the same daily-rate as is prescribed by me for unskilled workers—coolies.

140. The Union has next put forth a demand for a wage-scale of Rs. 45—2—65 for *Assistant Painters* and Rs. 50—2½—75 for a *Marker*, (Serial Nos. 8 and 9). The Company, however, states that they do not have categories such as Assistant Painters and Marker in their employ. It is generally the practice of Industrial Tribunals to leave the question of classification entirely to the discretion of the Company. I also propose not to enter into this technical job and leave it to the Company, except in a few cases. No separate scales are, therefore, fixed for these two categories of workers.

Serial No.	Category.	Scale Awarded.
1	Coolies—General Men ...	Rs. 1-6-0—As. 1—1-12-0—
		6 years
		E.B.—As. 1—2-2-0.
		6 years.

Serial No.	Category.	Scale awarded.
	Coolies—General—Women ...	Rs. 1-6-0—As. 1—Rs. 1-12-0— 6 years E.B.—As. 1—Rs. 2-2-0— 6 years OR Rs. 1-4-0—As. 1—Rs. 1-10-0— 6 years E.B.—As. 1—Rs. 1-12-0. 2 years
2	Coolies—Store ...	Rs. 1-6-0—As. 1—Rs. 1-12-0— 6 years E.B.—As. 1—Rs. 2-2-0. 6 years
3	Coolies—Can Sealing ...	
4	Wiremen Coolie ...	
5	Refuelling Crewman ...	
6	Assistant Carpenter ...	
7	Assistant Fitter ...	
8	Assistant Painter ...	*No scale fixed.*
9	Marker ...	*No scale fixed.*

141. There is complete agreement between the Company and the Union that all the categories of workers mentioned in Annexure "B" commencing from Serial No. 10, *Machinemen-Cap, Clip, Handle Sealing*, etc., to Serial No. 50, *Firemen (on automatic solder machine)/Handle Solder Machinemen*, are semi-skilled, the *Stacker/Wagon loading coolies*, Serial No. 22, being the only exception. Although all these categories can be properly classified as semi-skilled, the type of skill required of each is, no doubt, different.

142. To take the exception first, I find that *Stacker/Wagon loading coolies*, Serial No. 22, have been placed on a par with other semi-skilled workers. I do not think that the Union's demand in this respect is justified. From the nature of their work, I think they do not deserve to be placed in any other category than that of ordinary coolies. I have compared the scales awarded in Caltex (India) Ltd., for Stacker/Wagon loading coolies and I find that they have been placed in the same category as ordinary coolies. I, therefore, award to the Stacker/Wagon loading coolies the same scale as is prescribed by me for unskilled workers—coolies, which is Rs. 1-6-0—As. 1—Rs. 1-12-0—E.B.—As. 1—

6 years 6 years

Rs. 2-2-0.

143. In several awards semi-skilled workers are divided into one or at the most two categories. In this case, however, the Union has demanded a separate wage-scale for each category with minimums ranging from Rs. 50 to Rs. 65 and the maximum from Rs. 75 to Rs. 90. This possibly is due to the fact that the Company itself has a variety of scales for these workers. The Company has stated in this respect that the various wage differentials fixed for the several categories of work are the result of job evaluation conducted by its senior officers and that mistakes are corrected by further study and experience. I myself inspected the installations and spend several hours in studying the various categories of work. In view of the statement made by the Company, I however do not think it advisable to disturb the existing wage differentials. Accordingly, I propose to increase proportionately the minimum and the maximum for the several categories retaining as far as possible the wage differentials. I have, no doubt, made some variations, but wherever such variations are effected in the wage differentials they are for special reasons.

144. To a large majority of its semi-skilled workers the Company pays a minimum of Rs. 1-5-6 rising to a maximum of Rs. 2-1-0. It also pays the minimum-maximum of Rs. 1-6-9 to Rs. 2-2-9; Rs. 1-8-0 to Rs. 2-4-0 and Rs. 1-8-6 to Rs. 2-4-9 to some. The minimum paid to semi-skilled workers in several comparetively smaller concerns even ranges between Rs. 1-3-0 to Rs. 1-12-0 and in view of that, the existing minimum of Rs. 1-5-6 paid by the Company is far below the average. It is even less than the minimum of Rs. 1-6-0 prescribed by me for unskilled workers. In *Allen Berry & Co. Ltd* (*supra*) the minimum awarded for semi-skilled workers is Rs. 2, while the maximum is Rs. 3-2-0 and in several of the automobile engineering concerns the minimum for these categories is equally high. Taking these facts into consideration I think the minimum for semi-skilled workers in this Company should be raised to Rs. 1-10-0. In fixing this minimum I have been weighed by the consideration not to increase the burden on the Company all at once. In order to maintain the wage differentials mentioned earlier, I have adjusted, for the several categories of semi-skilled workers, the minimum-maximum of Rs. 1-10-0 to Rs. 2-9-0; Rs. 1-12-0 to Rs. 2-11-0 and Rs. 1-13-0 to Rs. 2-12-0.

145. As regards increments for these categories, the Union's demand for increments in their case works out to approximately As. 1½. Although increments are usually given by the Company, they are not automatic. I have, therefore, fixed automatic increments.

146. In the case of *Oilers and Beltmen*, Serial Nos. 20 and 21, I have given them a slightly higher start. At present the minimum for both these categories is the same as that for semi-skilled workers though the maximum in their case is slightly higher which shows that the

Company itself has made a distinction in their case. I, therefore, award the following scales for the several categories of semi-skilled workers :—

Serial No.	Category.	Scale awarded.
10	Machinemen-Cap, Clip, Handle Sealing, Shearing, Bunghole Handle Blanking, Handle Hamming, Handle Forming, Washer Punching and Electric Hoist.	Rs. 1-10-0—As. 1½—Rs. 2-3-0— 6 years E.B.—As. 1½—Rs. 2-9-0. 4 years
11	Machinemen-Top, Bottom, Body Trimming, Panel Press, Rolling, Flanding and Body Forming.	Rs. 1-10-0—As. 1½—Rs. 2-3-0— 6 years E.B.—As. 1½—Rs.2 -9-0. 4 years
12	Machinemen—Hand Press ...	Rs. 1-12-0—As. 1½—Rs. 2-5-0— 6 years E.B.—As. 1½—Rs. 2-11-0. 4 years
13	Machinemen—Two Cal. Can Rolling and Squeezer.	Rs. 1-13-0—As. 1½—Rs. 2-6-0— 6 years E.B.—As. 1½—Rs. 2-12-0. 4 years
14	Filler ...	Rs. 1-10-0—As. 1½—Rs. 2-3-0— 6 years E.B.—As. 1½—Rs. 2-9-0. 4 years
15	Examiner ...	
16	Tester ...	
17	Filling Machine Operator ...	
18	Firemen (bolt heating) ...	
19	Soldermaker/Acidmaker ...	
20	Oilers ...	Rs. 1-12-0—As. 1½—Rs. 2-5-0— 6 years E.B.—As. 1½—Rs. 2-11-0. 4 years
21	Beltmen ...	
22	Stacker/Wagon loading coolies.	Rs. 1-6-0—As. 1—Rs. 1-12-0— 6 years E.B.—As. 1—Rs. 2-2-0. 6 years

Serial No.	Category.	Scale awarded.
23	Stenciller ...	Rs. 1-13-0—As. 1½—Rs. 2-6-0— 6 years E.B.—As. 1½—Rs. 2-12-0. 4 years
24	Hammermen	
25	Holder ...	
26	Cooper ...	
27	Packer ...	
28	Checker ...	
29	Soldermen/Sold machine Operator.	
30	Fireman (on automatic solder machine)/Handle Solder Machineman.	Rs. 1-15-0—As. 1½—Rs. 2-8-0— 6 years E.B.—As. 1½—Rs. 2-14-0. 4 years

147. Coming next to the case of *Tankwagon Filler* and *Tank Measurer*. Serial Nos. 31 and 32, the Company admits that they stand somewhere between skilled and semi-skilled workers. As I intend fixing the minimum for skilled workers at Rs. 2-2-0, I have prescribed a slightly lower scale for these workers, which is Rs. 2-1-0. The Union's demand for increment for these categories works out to about As. 1½. I, therefore, direct that increments of As. 1½ should be given to these workers and that they should be automatic. The minimum paid by the Company for these categories is the same as that paid to other skilled workers but there is a large difference of Rs. 1-14-0 as regards the maximum for these categories and skilled workmen in the Company. Likewise in Caltex (India) Ltd., though the minimum is the same, the maximum awarded for these categories is much lower than that prescribed for skilled workmen. I, therefore, think that the maximum for these categories must be lower than that for other skilled categories. I, therefore, award the following scale for these workers :—

Serial No.	Category.	Scale awarded.
31	Tankwagon Filler ...	Rs. 2-1-0—As. 1½—Rs. 2-10-0— 6 years E.B.— As. 1½ Rs. 3. 4 years
32	Tank Measurer ...	

148. It is admitted by both sides that Serial Nos. 33 to 46, *Rivetter/Boilermaker/Caulker*, *Blacksmith*, *Carpenter*, *Pattern-maker*, *Milling Machine Operator*, *Turner*, *Engine Driver*, *Fitter*, *Painter*, *Letter Painter*, *Spray Painter*, *Muccadam/Overseer*, *Wiremen* and *Mason*, are all skilled workmen, with the exception of *Muccadam/Overseer*, Serial No. 44.

149. Taking the exception first, the Muccadam/Overseer is described by the Company as an unskilled worker. The work of the Muccadam/Overseer is certainly different from that of a coolie. A considerable

wage differential exists in the scales of the Company for coolies and Muccadam/Overseer. At present the Company pays to its Muccadam/Overseer Rs. 1-15-3 to Rs. 3-10-9. The minimum thus for a Muccadam/Overseer in the Company's existing scale is the same as the maximum for an unskilled coolie—Rs. 1-15-3. As I have revised the minimum and the maximum for unskilled workers, it is but fair that I should revise the scale for Muccadam/Overseer. I, therefore, award the following scale for the Muccadam/Overseer :—

Rs. 2-4-0—As. 2—Rs. 2-10-0—As. 3—Rs. 3-3-0—E.B.—

3 years. 3 years.

As. 3—Rs. 3-15-0

4 years.

150. In the group of skilled workers mentioned above, the Company has denied the existence of separate categories of *Pattern-maker*, *Milling Machine Operator*, and *Letter Painter*, though the Union has demanded separate scales for them. As regards the Pattern-maker and Milling Machine Operator, I find that such categories also do not exist in Caltex (India) Ltd., Bombay. As regards the Milling Machine Operator the Company has further stated that he is ordinarily an individual who is able to read Micrometers and that the Company does not work to micrometer scales. I have, therefore, not prescribed any scales for these two categories. With regard to the Letter Painter the Company has submitted that there is no such category in its employ. Such a category does exist in Caltex (India) Ltd., and from my personal inspection of the Company's installations and the work done by Painters in general, I can say that a few of these Painters can conveniently be classified as Letter Painters. I have, therefore, prescribed a separate scale for Letter Painters and I leave it to the Company to determine who should be classified as Letter Painters from the large number of painters now employed by the Company. I, therefore, award the following scale for Letter Painters :—

Rs. 2-5-0—As. 3—Rs. 3-4-0—E.B.—As. 4—Rs. 4-8-0.

5 years. 5 years.

151. The minimum scale that is at present given by the Company to skilled workers is Rs. 1-12-9 though some of the skilled categories are paid Rs. 2-4-9 and Rs. 2-14-0 as minimum. The lowest maximum paid to a skilled worker in these categories is Rs. 3-14-3, though some skilled workers receive a maximum of Rs. 4-4-3, Rs. 4-15-3 and even Rs. 5-1-6. A large number of these workers start on the same minimum of Rs. 1-12-9 but do not reach the same maximum. For instance the painter gets a maximum of Rs. 3-14-3, while the carpenter and blacksmiths receive Rs. 5-1-6, though these three categories get an initial start of Rs. 1-12-9. The minimum for skilled workers now awarded even in the case of small concerns by Industrial Tribunals is Rs. 2 and it is substantially higher in the case of automobile engineering and several other concerns. I do not want to saddle the Company immediately

with too heavy a burden nor do I wish to disturb the existing wage differentials much. I, therefore, prescribe Rs. 2-2-0 as the minimum for a skilled worker, which in a few cases will be slightly higher in proportion to the existing minimum. As I have increased the minimum, I have also proportionately increased the maximum and I have tried as far as possible not to disturb the wage differentials but wherever such variations have been effected they are for special reasons. I think that increments ranging from annas 2 to annas 6 are quite reasonable in the case of skilled workers and I direct that they should be automatic. I, therefore, award the following scales for these categories of skilled workers :—

Serial No.	Category.	Scale Awarded.
33	Rivetter/Boilermaker/ Caulker	Rs. 2-2-0—As. 4—Rs. 3-10-0—E.B.— 6 years. As. 4—Rs. 4-10-0 4 years.
34	Blacksmith ...	Rs. 2-5-0—As. 4—Rs. 3-9-0—E.B.— 5 years. —As. 6—Rs. 5-7-0 5 years.
35	Carpenter ...	
36	Pattern-maker ...	*No scale fixed.*
37	Milling Machine Operator.	
38	Turner ...	Rs. 2-5-0—As. 4—Rs. 3-9-0—E.B.— 5 years. —As. 6—Rs. 5-7-0 5 years.
39	Engine Driver ...	Rs. 2-2-0—As. 4—Rs. 3-10-0—E.B.— 6 years. —As. 4—Rs. 4-10-0 4 years.
40	Fitter ...	
41	Painter ...	Rs. 2-2-0—As. 3—Rs. 3-1-0—E.B.— 5 years. —As. 4—Rs. 4-5-0 5 years.

42 Letter Painter ... Rs. 2-5-0—As. 3—Rs. 3-4-0—E.B.—
5 years.
—As. 4—Rs. 4-8-0
5 years.

43 Spray Painter ... Rs. 3-2-0—As. 2—Rs. 3-10-0—As. 3
4 years. 2 years.
Rs. 4-0-0—E.B.—As. 3—Rs. 4-9-0
3 years.

44 Muccadam/ Overseer ... Rs. 2-4-0—As. 2—Rs. 2-10-0—As. 3
3 years. 3 years.
Rs. 3-3-0—E.B.—As. 3—Rs. 3-15-0
4 years.

45 Wiremen ... Rs. 2-9-0—As. 4—Rs. 3-13-0—As. 5
5 years. 1 year.
Rs. 4-2-0—E.B.—As. 5—Rs. 5-6-0
4 years.

46 Mason ... Rs. 2-9-0—As. 3—Rs. 3-11-0—E.B.—
6 years.
— As. 3—Rs. 3-14-0—As. 4—Rs. 4-10-0
1 year. 3 years.

152. It is agreed both by the Company and the Union that the *Pump Driver*, *Electrical Welder*, *Motor Mechanic* and *Leading Fitter*, (Serial Nos. 47, 48, 49 and 52) are all highly skilled workmen. As regards the *Gas Welder* and *Leading Turner*, (Serial Nos. 50 and 51) the Company denies that they have any such categories in their employ. In Caltex (India) Ltd., a Leading Turner is paid Rs. 100 to Rs. 172, while the Gas Welder is paid Rs. 74-12-0 to Rs. 160-14-0, and the same salary is paid to an Electrical Welder. I, therefore, direct that if any category of workers can rightly be called Gas Welders they should be paid the same scale that I have prescribed for an Electrical Welder. As regards the Leading Turner as the Company denies that they have any such person I do not think a separate scale for him is necessary. I, therefore, do not prescribe a separate scale for him.

153. As regards the Pump Driver and the Electrical Welder, the Company pays these categories a minimum of Rs. 2-14-0 rising to

Rs. 6-3-0. I think the minimum of Rs. 2-14-0 for a highly skilled worker is low and should at least be raised to Rs. 3-4-0. I also find that the maximum for these categories falls short of a few annas from the maximum that is usually awarded to highly skilled workers. I, therefore, award a maximum of Rs. 6-8-0 for these categories. As regards the Leading Fitter he is at present paid a daily rate of Rs. 3-13-6 rising up to Rs. 5-14-6. In Caltex (India) Ltd., a Leading Fitter is paid a daily-rate of Rs. 3-13-6 rising up to Rs. 6-9-0. I, therefore, prescribe a minimum of Rs. 4 rising to a maximum of Rs. 6-8-0 for a Leading Fitter. As I have stated before increments are frequently given, but they are never automatic. The Company's policy appears to be to grant increments in deserving cases only. I think that increments of 4 to 5 annas would be quite reasonable in the case of these categories and I direct that they should be automatic.

154. With regard to the Motor Mechanic, he is, no doubt a highly skilled mechanic and the Company pays him a monthly salary of Rs. 110 rising to Rs. 247-8-0. I find that exactly the same salary is paid to a Motor Mechanic in Caltex (India) Ltd. I think his salary requires slight adjustment and that the spreadover of increments in his case should be at least 10 years. I think the proper scale for him would be Rs. 120—Rs. 10—Rs. 140—Rs. 15—Rs. 200—E.B.—Rs. 15—Rs. 260

2 years. 4 years. 4 years.

The scales which I award for these highly skilled categories are as follows :—

Serial No.	Category.	Scale Awarded.
47	Pump Driver	Rs. 3-4-0—As. 5—Rs. 5-2-0— (6 years.) —E.B.—As. 5—Rs. 6-6-0 (4 years.)
48	Electrical Welder	
49	Motor Mechanic	Rs. 120—Rs. 10—140—Rs. 15—200— (2 years. 4 years.) —E.B.—Rs. 15—Rs. 260 (4 years.)
50	Leading Turner	*No scale fixed.*
51	Gas Welder	*Same as Electrical Welder (Serial No. 48).*
52	Leading Fitter	Rs. 4-0-0—As. 4—Rs. 5-8-0— (6 years.) —E.B.—As. 4—Rs. 6-8-0 (4 years.)

155. The next two categories of workers are the *Pipe Fitter* and the *Boiler Attendant*. The Company denies that such categories exist and I, therefore, do not propose to fix any scale for them.

Serial No.	Category.		Scale Awarded.
53	Pipe Fitter	...	*No scale fixed.*
54	Boiler Attendant	...	*No scale fixed.*

156. Dealing with the case of *Mistries*, that is, the category of workers commencing with *Head Mistry—Tin Factory* (Serial No. 55), to *Assistant Mistries* (Serial No. 68), I find that the Union had demanded for the Pipeline Mistry, the Soldershed Mistry and the Transport Department Mistry, a uniform scale of Rs. 95—12—215 and in the case of Assistant Mistries the Union's demand is for Rs. 85—10—185. The Company has denied the existence of any category like the Pipeline Mistry, Soldershed Mistry, Transport Department Mistry and the Assistant Mistries (Serial Nos. 58, 66, 67 and 68). I also find that these categories do not exist in Caltex (India) Ltd. I, therefore, do not propose to fix any separate scales for them.

157. With regard to the remaining Mistries, they are as a class highly skilled workers doing supervisory work. The Union has demanded, varying scales for these Mistries and it also appears from Exhibit 29(c) submitted by the Company that the existing scales for Mistries vary considerably. This variation is from Rs. 69 to Rs. 92 (minimum) to Rs. 184-4-0 to Rs. 253 (maximum). While the Head Mistries—Tin Factory and Machine Shop get a minimum-maximum of Rs. 92 to Rs. 253, the Head Mistry—Can Factory, the Tin Factory Mistry and the Machine Shop Mistry are paid the same minimum of Rs. 92, while their maximum reaches up to Rs. 184-4-0. The Carpenter Mistry also gets the same minimum of Rs. 92, while his maximum is Rs. 212-10-0. As regards the Painter, Tinsmith, Boiler maker and Kerbside-Pump Mistries they receive a minimum-maximum of Rs. 69 to Rs. 162. As the Company has stated that the existing wage-differentials are the result of job-evaluation conducted by its officers, I do not desire to disturb them very much. I have, therefore, adjusted the scales for these mistries observing these wage-differentials as far as possible. I need hardly repeat here that the policy of the Company seems to be to give increments in deserving cases only, and they cannot be said to be automatic. I have fixed increments ranging from Rs. 8 to Rs. 15 for these categories of workers and I direct that they should be automatic. Mistries in this Company are monthly paid and I, therefore, award the following monthly scales for them :—

Serial No.	Category.	Scale Awarded.
55	Head Mistry—Tin Factory.	Rs. 105—10—145—15—175— (4 years) (2 years)
56	Head Mistry—Machine Shop.	E.B.—15—265 (6 years.)

Serial No.	Category.	Scale Awarded.
57	Head Mistry—Can Factory.	Rs. 100—10—160—E.B.—10—200 6 years 4 years
58	Pipeline Mistry ...	*No scale fixed.*
59	Carpenter Mistry ...	Rs. 100—10—150—E.B.—15—225 5 years 5 years
60	Tin Factory Mistry ...	Rs. 100—10—160—E.B.—10—200 6 years 4 years
61	Machine Shop Mistry ...	Rs. 100—10—160—E.B.—10—200 6 years 4 years
62	Painter Mistry ...	Rs. 80—8—120—E.B.—10—170 5 years 5 years
63	Tinsmith Mistry ...	Rs. 80—8—120—E.B.—10—170 5 years 5 years
64	Boilermaker Mistry ...	Rs. 80—8—120—E.B.—10—170 5 years 5 years
65	Kerbside—Pump Mistry	Rs. 80—8—120—E.B.—10—170 5 years 5 years
66	Soldershed Mistry ...	*No scale fixed.*
67	Transport Department Mistry.	
68	Assistant Mistries ...	

158. The next category in this list are Lorry Drivers, that is, Serial Nos. 69 to 72. The Union has divided Lorry Drivers into three different categories and has demanded for the Light Lorry Drivers a wage-scale of Rs. 75—8—155, for the Heavy Lorry Drivers and Refueller Drivers Rs. 110—10—210 and for the Lorry Driver—Scamel Mechanical Horse a separate wage scale of Rs. 120—12—250. The Company has submitted that there is no necessity for a separate scale for Lorry Driver—Scamel Mechanical Horse, which, according to the Company, is a light lorry. It is a 3-wheeled vehicle which draws a 2-wheel trailer. The unladen weight of the Scamel Mechanical Horse including trailer is 7,056 lbs. and the laden weight when filled to capacity 14,586 lbs. In this respect the Company has submitted that heavy lorries of which the majority are Scamel 6-wheelers (not the Scamel Mechanical Horse) have an unladen weight of 14,196 lbs. and a laden weight of 34,200 lbs., while a light lorry, typified by the Bedford, has an unladen weight of between 6,944 lbs. and 7,504 lbs. and a laden weight of between 12,037 lbs. and 13,644 lbs. From the figures submitted by the Company, I find

that the Lorry Driver—Scamel Mechanical Horse is a light lorry driver and I will, therefore, prescribe for him the same scale as for Light Lorry Drivers. As regards the Refueller Drivers the Company has submitted that there are no such category of lorry drivers in their employ. I find that Refueller Drivers are employed in Caltex (India) Ltd., and that they are classed as Heavy Lorry Drivers and paid the same monthly wage scales. I will, therefore, prescribe for these Refueller Drivers the same monthly wage-scale as prescribed by me for Heavy Lorry Drivers. The Company is at present paying a monthly wage-scale of Rs. 86–4–0 rising to Rs. 151–4–0 for Heavy Lorry Drivers and Rs. 60 rising to Rs. 123–12–0 for Light Lorry Drivers. From these wage-scales it will be seen that the Company itself makes a distinction of approximately Rs. 25 between Light and Heavy Lorry Drivers. I have considered the wage scales prevailing in other concerns for lorry drivers and I find that the General Motors Ltd., pays its heavy lorry drivers a monthly wage-scale of Rs. 75 rising to Rs. 170 with a spread-over of 10 years. An additional sum of Rs. 10 demanded in the case of Heavy Lorry Drivers in the dispute between the *Ford Motor Co. of India Ltd., Bombay* and *The Workmen employed under it* (Reference (IT) No. 21 of 1947), was, however, rejected by the learned Adjudicator Mr. D. G. Kamerkar. As stated above the Company makes a distinction between Heavy and Light Lorry Drivers and has a difference of Rs. 25 in their scales. I think that for Heavy Lorry Drivers a monthly wage-scale of Rs. 90—7½—120—10—140—E.B.—10—160, and for Light Lorry Drivers

4 years 2 years 2 years

Rs. 65—5—85—7½—100—E.B.—7½—130, to be adequate. I have

4 years 2 years 4 years

prescribed a spread-over of 8 years in the case of Lorry Drivers Heavy and a spread-over of 10 years in the case of Lorry Drivers Light. I have also retained the distinction of Rs. 25 in their wage scales. This wage-differential is maintained as an avenue of promotion for Lorry Drivers Light, who after being sufficiently road-tested may well be promoted to drive heavier lorries. As regards the Lorry Driver—Scamel Mechanical Horse he will be placed on the same scale as a light Lorry Driver, while the Refueller Drivers will get the scale for Heavy Lorry Drivers prescribed above. I, therefore, award the following scales for the several categories mentioned below :—

Serial No.	Category.	Scale Awarded.
69	Lorry Driver—Scamel Mechanical Horse.	Same as Light Lorry Driver (Serial No. 71).
70	Lorry Driver—Heavy ...	Rs. 90—7½—120—10—140— (4 years / 2 years) E.B.—10—160 (2 years).

Serial No.	Category.	Scale Awarded.
71	Lorry Driver—Light	... Rs. 65—5—85—7½—100— 4 years 2 years E.B.—7½—130 4 years.
72	Refueller Drivers	... Same as Lorry Driver—Heavy (Serial No. 70).

159. As regards *Cleaners* (Serial No. 73), they are placed on level with unskilled workers and are paid approximately the same wages. The Union has, however, demanded a higher scale in the case of cleaners than for unskilled workers. I think that clearners should be placed in line with unskilled workers and that the demand of the Union is not justified. I, therefore, award to cleaners the same scale of wages that I have awarded to unskilled workers which is Rs. 1—6 As. 1—1-12-0 6 years —E.B.—As. 1—2-2-0. 6 years.

160. With regard to the Watch and Ward Section consisting of the *Head Havildar, Gates Havildar, Gate Naik* and *Gate Sepoy*, Serial Nos. 74 to 77, the Company pays to the Head Havildar a minimum-maximum of Rs. 60 to Rs. 64-7-0, to the Gates Havildar Rs. 54 to Rs. 58-11-0, to the Gate Naik Rs. 48 to Rs. 55-3-0 and to the Gate Sepoy Rs. 38-7-0 to Rs. 50-7-0. As regards the Head Havildar, I find that Havildar's in the Bombay Gas Co. have been awarded a scale of Rs. 65—3—80. I, therefore, prescribe for the Head Havildar a wage scale of Rs. 65—3—80. As the Head Havildar will normally be recruited from the Senior Havildars I have prescribed a spread-over of only 5 years in his case. As regards the Gates Havildar, Gate Naik and Gate Sepoy I think that their salaries need to be slightly raised to bring their wages in line with what has been awarded by Industrial Tribunals to these categories of workers in a number of concerns. I, therefore, award the following wage scales, retaining as far as possible the existing wage-differentials in their salaries :—

Serial No.	Category.	Scales Awarded.
74	Head Havildar	.... Rs. 65—3—80 5 years.
75	Gates Havildar	... Rs. 55—2—65—E. B.—2—75 5 years 5 years.

Serial No.	Category.	Scale awarded.
76	Gate Naik	... Rs. 48—2—58—E.B.—2—68 5 years. 5 years.
77	Gate Sepoy	... Rs. 40—2—50—E.B.—2—60 5 years. 5 years.

161. Next comes the *Sweeper Muccadam* and *Sweeper*, Serial Nos. 78 and 79. For the Sweeper Muccadam the Union has demanded a scale of Rs. 60—2½—75 while for the Sweeper the demand is for a wage-scale of Rs. 40—2—60. The Company's existing scales for the Sweeper Muccadam and the Sweeper are Rs. 36 to Rs. 54 and Rs. 30 to Rs. 48 respectively. The Company makes a distinction of Rs. 6 in their scales. While both in Caltex (India) Ltd., and the Standard Vacuum Oil Companies a sweeper has been awarded a wage-scale of Rs. 30—2—50, there is no category styled Sweeper Muccadam there. As however such a category exists in Burmah-Shell, I think it should be retained. I also intend to maintain with slight modification the wage-differentials in their existing wages. I have fixed the minimum for an unskilled worker at Rs. 1-6-0 and the maximum at Rs. 2-2-0. A sweeper is no doubt an unskilled worker. He should, therefore, get the minimum-maximum of the scale prescribed by me for unskilled workers—Rs. 1-6-0—As. 1—Rs. 1-12-0—E.B.—As. 1—Rs. 2-2-0. I therefore,

6 years. 6 years.

award the following scales for the Sweeper Muccadam and the Sweeper :—

Serial No.	Category.	Scale awarded.
78	Sweeper Muccadam	... Rs. 40—2—52—E.B.—2—60 6 years. 4 years.
79	Sweeper	... Rs. 35—2—47—E.B.—2—55 6 years. 4 years.

162. The last category of workers in this list is the *Mali*, Serial No. 80. The Union has put forth a demand for a wage-scale of Rs. 45—2—65 for him. The Company at present pays to its Mali a wage-scale of Rs. 30 to Rs. 48. The scale awarded to Malees in Caltex (India) Ltd., is Rs. 35—1—50. The existing scale for a Mali in this Company is the same as that for an unskilled worker. It cannot always be said that a Mali is an unskilled worker he may in some cases be a semi-skilled worker and in some, even a skilled worker. In this Company, however, the work of a Mali does not seem to require much skill. I find that Malees employed in the Public Works Department

are paid wages in the scale of Rs. 35—1—45, while Malees employed in the Municipal Gardens in Bombay City are divided into two classes and the recent Award in their case has fixed their scales at Rs. 35—1—45 for Malees and Rs. 40—1—50 for Second Malees. In my opinion it would be fair to fix the scale for Malees in this Company's employment at Rs. 35—2—55. I, therefore, award the following wage-scale for a Malee:—

Serial No.	Category.	Scale awarded.
80	Malee	... Rs. 35—2—47—E.B.—2—55
		6 years. 4 years.

163. The Union has demanded that in accordance with the new scales and grades existing wages of all employees should be adjusted with retrospective effect from January 1st, 1947 with provision for annual increments for the number of years of service they have already put in. This in effect amounts to (1) a demand for point to point adjustment of salaries in the new scales, and (2) a demand for retrospective effect from 1st January 1947. I have already discussed at some length questions of adjustment and retrospective effect while dealing with Annexure "A", Demand No. 1. The salaries of persons falling within the categories mentioned in Annexure "B" were revised early in September or October 1947 and given retrospective effect as from 1st January 1947. Not only were the minimum and the maximum of each grade revised and the wages of the workers adjusted point to point but they were given one additional increment over and above the wage adjustment as a part of the settlement arrived at by agreement with the National Oil Workers' Union. Thus it will be seen that there has in effect been a revision of the various grades as well as point to point adjustment as late as in 1947. The prevailing wage structure in this Company is certainly not inferior to wages prevailing in other concerns in the same industry or in other industries except a few categories and I have revised the wages, only with a view to bring the wage structure nearer to the living wage standard. After a thorough consideration of all the facts, I reject the demand of the Union for point to point adjustment.

164. I have increased the minimum for unskilled workers from Rs. 1-3-3 to Rs. 1-6-0. I have also increased the minimum-maximum in respect of the other categories of workers proportionately. All that I, therefore, propose to do is to give all workers one additional increment over and above their existing salaries. I think this would perfectly meet the ends of justice. I am informed that the annual increments which a large number of the workers would have received in the course of the last year have remained to be given because of this dispute which has culminated in this reference. I think it is just that this also should be made good. I, therefore, direct that the salaries of the workers should be adjusted in the new scales as follows:—

(i) All employees shall first be stepped up in the appropriate step in the prescribed scale.

(*ii*) All employees who have not received any increments between 1st March 1948 and 1st March 1949 shall be given two increments in the prescribed scale.

(*iii*) Such of the employees who have received any increments between 1st March 1948 and 1st March 1949 shall be given one increment in the prescribed scale.

(*iv*) Employees whose salaries are less than the minimum prescribed with effect from 1st March 1949 will be brought up to the minimum of the scale prescribed.

(*v*) If the existing salary of an employee is higher than the salary he would be entitled to under the prescribed scale, then there will be no cut in the existing salary and he will be stepped up to the nearest increase.

(*vi*) After the salaries are adjusted no employee will be staggered and he will continue to get future increments.

(*vii*) In no case will an employee get a salary higher than the maximum of his prescribed scale.

(*viii*) If an employee is already drawing a salary higher than the maximum prescribed by this Award, there will be no cut in his salary.

165. I shall next take up the demand for retrospective effect. I have already stated that I have increased the wages in a large number of cases not because I found them to be unsatisfactory when compared with these existing in other concerns or other industries, but to bring them nearer the living wage. I, therefore, feel that I would not be justified in granting retrospective effect from 1st January 1947 as demanded or even from the date of the demand. In my opinion the new scales should only come into effect from a date very near to the date of the reference and for the sake of convenience I award that these new scales should come into effect from 1st March 1949. I further direct that arrears of pay due to the employees as a result of this award should be paid to them within 3 months from the date of the publication of this award in the *Official Gazette*.

166. In part (c) of this demand the Union has stated that all employees should be appropriately classified according to the nature of their work and in consultation with the Union with retrospective effect from January 1, 1948. The Union has submitted that notwithstanding the establishment of job classifications, all workmen are not properly fitted into these job classifications on the basis of the type of work they perform. The Union has in Annexure "H" to its statement of claim indicated the nature of work which could be assigned to each job. It has also in Annexure "J" and in the supplement to Annexure "J" attached to its statement of claim, given a long and imposing list of workmen who need to be re-classified. The Company has, however, denied any necessity for re-classification and has submitted that errors, if any, when discovered are always rectified by it. I think that the

Union has made out a sufficient case for a fresh enquiry to be constituted. It is, however, too technical a job for me to undertake. The Central Pay Commission in this connection at page 125 of its report observed :—

> " The assignment of a particular worker to one category or another must largely be a matter of opinion based on standards recognised in industry. It seems to us that it will be convenient if each important industrial establishment will constitute a Board, say of three of its officers, to determine the class in which every worker in that establishment is to be based."

I, therefore, direct that the Company should consider afresh the question of classification of its workers under the different categories. A Board of three of its officers as recommended by the Central Pay Commission may not be necessary. The work may be done by the Manager of each installation with the help of some senior officer of the Company. I further direct that in this work of re-classification, the Company should have one or more representatives of the workers associated, in a purely advisory capacity, with the officer or officers appointed for the purpose. This work should be taken up as soon as possible after the publication of this award and errors of classification rectified.

167. With regard to the demand for retrospective effect being given from 1st January 1948 to the employees after they are classified according to the nature of their work, I think that the reclassification should take effect from the date on which the work of re-classification is accomplished and need not be given any retrospective effect as demanded. Should, however, the Company feel as a result of re-classification, that injustice has been done to any particular employee for any length of time, it may voluntarily compensate him for any injustice done in the past. I have advisedly not put any time-limit to the period within which this work of re-classification should be completed as it is a matter, which by its very nature, is likely to take considerable time. I, however, trust that the Company will carry out this work as expeditiously as possible and will not abuse the discretion which I have left to it in this respect.

Demand No. 2 is as follows :—

Overtime Payment.—(*a*) All drivers and cleaners should be paid overtime at double normal rates for all hours worked beyond the 48 hours week scheduled daily timings of the Company's installations.

(*b*) Watch and Ward Staff, Sweepers and Malis on duty on installation paid holidays and Sundays should be paid overtime pay at double the rate.

(*c*) Staff at Aviation Service Stations at Santa Cruz and Juhu should be paid overtime at the same rate as for Installation Workers when they are called upon to work on Installation Holidays.

168. The Union has demanded that all drivers and cleaners should be paid overtime at double normal rates for all hours worked beyond the

48 hour week scheduled daily timings of the Company's installations. The Company has contended that such outside transport staff come within the purview of and are subject to the Motor Vehicles Act, 1938, which prescribes a maximum of 54 hours per week, or 9 hours per day. The Company also contends that such a distinction is reasonable in view of the fact that the work of drivers and cleaners at the Company's installations is not continuous as is the work of other installation labour staff. It is, no doubt, true that the Motor Vehicles Act, 1938, applies to the outside transport staff and not the Factories Act. It is equally true that the Motor Vehicles Act prescribes a 54-hour week and not a 48-hour week as is laid down by the Factories Act. However, I cannot agree with the submission of Mr. Vimadalal on behalf of the Company that the Legislature had deliberately sought to distinguish between workers in a factory and workers coming within the purview of the Motor Vehicles Act, 1938. Under the old Factories Act the hours of work per week prescribed were 54 and not 48 and the Motor Vehicles Act, 1938, therefore, prescribed a 54-hour week. Under the new Factories Act, 1948, however, the hours of work have been reduced to 48 per week and in my view it is only accidental that the Motor Vehicles Act still remains to be amended. Besides, it would obviously be unfair to make drivers and cleaners work beyond 48 hours per week when all other labour staff at the Company's installations were putting in 48 hours per week. I do not agree with the submission of the Company that the strain imposed on certain types of transport staff is not as heavy as on the labour staff. I, therefore, award that the Company should pay overtime at double the normal rates of pay to drivers and cleaners on the outside transport staff when they are required to work beyond the 48-hour week limit. I, however, leave it to the Company to stagger working hours provided the hours of work in a week do not exceed 48 and the Company, in so staggering working hours, does not infringe any other provision of the Motor Vehicles Act, 1938. The Company has also submitted that it grants overtime payment to drivers and cleaners on the outside transport staff, when they work on Saturdays after 2-30 p.m. and on Sundays and installation holidays, although such overtime payment is not obligatory under the law. I, therefore, direct that the Company should continue its practice of paying overtime to drivers and cleaners on the outside transport staff for work done on Saturdays after 2-30 p.m. and on Sundays and installation holidays.

169. As regards demand No. 2 (*b*), that the Watch and Ward Staff, Sweepers and Malees on duty on installation paid holidays and Sundays should be paid overtime pay at double the rate, the Company has submitted that all such staff work 48 hours per week and by the nature of their employment accept in principle the requirement that some of their category must obviously be on duty on all days. The Company has also pointed out that the general practice in industry throughout the country is for staff such as Watch and Ward to be on duty, in their turn, on Sundays and holidays, without overtime payment. I think that in respect of these categories of workers the demand for overtime

payment is not justified. It is inherent in the very nature of their work that some of them shall be on duty on all days. I, therefore, reject the demand of the Union for overtime payment at double the rate to Watch and Ward Staff, Sweepers and Malees on duty on installation paid holidays and Sundays.

170. For similar reasons I also reject *demand No. 2* (*c*) made by the Union that the staff at Aviation Service Stations at Santa Cruz and Juhu should be paid overtime at the same rate as for Installation Workers when they are called upon to work on Installation Holidays, as I feel that the necessity for holiday-working is inherent in the job accepted by these categories of staff.

Demand No. 3 is as follows :—

Arrears of Wages and Dearness Allowance.—(*a*) Dearness allowance should be paid for all Sundays which fall within the duration of privilege and sick leaves given to both monthly and daily rated labour, Watch and Ward Staff, Drivers and Cleaners. All deductions made since January 1940 for these Sundays should be refunded.

(*b*) Arrears of Dearness Allowance since January 1940 and Wage since February 1942 to all Watch and Ward Staff, i.e., Head Havildar, Gate Havildar, Gate Nayak, Gate Sepoys should be paid for additional number of days worked over and above the paid 26 working days each month. These arrears pertain to the period when the Watch and Ward staff worked throughout the 365 days in a year without a day off at all.

171. The Union has demanded that dearness allowance should be paid for all Sundays which fall within the duration of privilege and sick leaves given to both monthly and daily rated labour, Watch and Ward Staff, Drivers and Cleaners and that all deductions made since January 1940 for these Sundays should be refunded. In support of its contention the Union has stated that the existing rules covering grant of holidays provide for 17 days holidays with pay every calendar year with a right to accumulate up to 51 days, sick leave privileges provide for 7 days on full pay and further 14 days/21 days on half pay and that though a workman is paid his basic pay for all these days including the Sundays falling in the duration, he is not paid the dearness allowance for those Sundays and Holidays. The Union has therefore argued, that since the leave privileges are paid for, as is evident from the fact that the basic wages for those days are paid, and since dearness allowance constitutes a part of the pay due to a workman, the Company cannot withhold payment of dearness allowance for the Sundays and holidays which fall in the duration of the paid privilege and sick leave periods.

172. It seems that when the Company introduced the method of granting dearness allowance according to the fluctuating Bombay working class cost of living index, they applied the same rupee figure per point rise as adopted by the Millowners' Association, Bombay, for their labour, Watch and Ward, Transport and Service Staff in Bombay. The Company however made one difference from the Mills' procedure in computing the allowance in that it decided for the general benefit of the staff and, incidentally, for ease of accounting, to calculate each

month's dearness allowance on the basis of 26 days, which was in line with their procedure of guaranteeing a 26-day month for labour in Bombay. This arrangement, the Company submits, gives 312 days' dearness allowance per annum as against a much lower figure which the Company's workers would have received had it adopted the Mills' system of giving one day's dearness allowance per day worked, i.e.,

				365 days.
Less	Sundays	...	52 days	
,,	Festival holidays approximately	...	17 days	
,,	Privilege leave 17 (less 2 Sundays therein)	...	15 days	84 days.
	Net days worked	...		281 days.

173. The Company has further submitted that any days marked "absent without leave" or during sickness would, according to the Millowners' procedure, also be without its daily amount of dearness allowance. If calculations of absenteeism were made on an average per man for 1947-48, further deductions for days not worked would come to 9 days sick leave without pay, absence without leave 14 days, which would bring the final net figure of days worked to 258. The Company has thus shown that its workers at installations receive on an average 54 days more dearness allowance per annum than what they would have received if the Company had followed the Millowners' system of computing dearness allowance. It is really very unfortunate that far from appreciating this concession the Union attempts to retain the benefit of a monthly payment of dearness allowance calculated on 26 guaranteed working days and at the same time demands additional dearness allowance on a daily basis. It therefore seems that the Union expects to receive the best features of both systems. The Union has admitted that the Company's dearness allowance is on a monthly basis and if the dearness allowance is at a monthly rate and for purposes of calculating the daily rate is divided by 26, there can be no claim for extra dearness allowance during Sundays on privilege leave, or at any other time. I, therefore, reject this demand.

174. I have discussed at some considerable length under demand No. 3 (*a*) the system of payment of dearness allowance at present existing in the Company. With regard to demand No. 3 (*b*) the Company has denied that Head Havildar, Gates Havildar, Gate Nayak and the Gate Sepoy did not get a day-off as alleged by the Union. Assuming for the purposes of argument that they did not get a day-off as alleged by the Union, even then the salaries fixed in the case of these people are monthly salaries and they are monthly paid employees of the Company. Therefore, there can be no question of payment of arrears of dearness allowance in their case as their salaries are fixed with respect to the work done by them during the whole month. I, therefore, reject the demand.

Demand No. 4 is as follows :—

Travelling Allowance.—Inter-Class travelling allowance to and from the employees' location of vacation should be paid to all whenever the employee goes on vacation. The allowance should be payable to the employee and his family.

175. The demand of the Union is for an inter-class travelling allowance to and from the employee's location of vacation, whenever the employee goes on vacation. The only justification for this demand is that some such payment is made to certain of the clerical staff. I do not for a moment dispute that such a payment would be very useful to the workers and would enable them to do full justice to the privilege leave which is accorded to them. Furthermore, it would be very useful in the case of persons hailing from distant provinces in India. A somewhat similar provision for travelling allowance has only been recently introduced by the Government of Bombay for its employees. Such a provision also exists in the case of several companies, viz., the Imperial Chemical Industries, the Scindia Steam Navigation Co. Ltd., and Air India Ltd., but, it must be clearly understood, that it is given purely out-of-grace and cannot take the shape of a demand. Of course the Company is free to introduce some such system if it so desires, but in all fairness to the Company, I cannot compel it to do so. I, therefore, reject this demand.

Demand No. 5 is as follows :—

Bonus.—All employees should be paid bonus equivalent to three months' wages for the year 1947 and four months' wages with Dearness Allowance for the year 1948 without any condition as to completed year of service.

175A. Whilst dealing with demand No. 6 in Annexure "A" I have already discussed the question of bonus payment to persons falling with Annexure "B". (*Vide* paragraph 104 of this Award.)

Demand No. 6 is as follows :—

Gratuity.—Whenever an employee leaves of his own accord or is made to leave by the Company he should be paid gratuity at the rate of one month's last drawn pay for each year of his service with the Company.

176. The Union has demanded that whenever an employee leaves the service of the Company of his own accord or is made to leave by the Company he should be paid as gratuity one month's salary for each year of his service. The Company has contended that their generous Provident Fund is a fair and adequate retirement benefit for their labour and service staff particularly when it is considered (1) that the Company makes a liberal contribution of 1½ As. in the rupee, and (2) that such payments are based on a much higher wage structure. In this connection the Company has pointed out that there is neither a provident fund nor a gratuity scheme for the textile workers who form the bulk

of the working-class population in Bombay City. The Company has further submitted that in addition to the provident fund, it has a gratuity scheme, in which employees who joined before provident fund was available to them, are given an ex-gratia gratuity to compensate them for the amount of the Company's contribution to the provident fund which they had missed. There is not the slightest doubt that the provident fund scheme of the Company is far more generous than that prevailing in several other concerns. At the same time it must be remembered that it would be unfair to deprive the workers of this Company of two retiring benefits since it has now become common to award two retiring benefits to the workers. As there is no scheme of pension for these workers which has been granted to the clerical staff of the Company, I think the Union's demand in this respect is justified.

177. But in putting forth this demand, the Union has claimed gratuity at the rate of one month's last drawn pay for each year of service with the Company, whether the employee concerned leaves the service of the Company of his own accord or whether he is made to leave for reasons personal to the Company. Now, it must be remembered that gratuity is a reward paid to an employee for long and meritorious service. Therefore, a person who voluntarily retires from the service of the Company must complete a reasonably long period of service in order to earn gratuity. The minimum period of 15 years prescribed in a large number of awards for this purpose seems to be reasonable. I agree with the apprehension expressed in the Bank's Award that the effect of paying gratuity irrespective of the period of service put in, would be, that young employees would leave their jobs with one concern and go to another concern on higher salaries or wages and the concern which taught them their jobs, and which they would be deserting would be compelled to pay them gratuity. I also do not propose to increase the period beyond 15 years, as that would have the effect of tying down the employee indefinitely to his employer and deny him the chances of promotion elsewhere, although he may have no such prospects with his own employer. I, shall, therefore, award gratuity on retirement or resignation after 15 years of continuous service in the Company. This, however, does not apply when services of an employee are terminated by the Company for reasons personal to the Company. The distinction between voluntary retirement or resignation by an employee and the termination of an employee's service by the Company as laid down in the Bank's Award is now recognised by Industrial Tribunals and therefore different periods to qualify for gratuity have been prescribed. I, therefore, award gratuity on the following scale.

178. On termination of an employee's services by the Company for reasons personal to the Company :—

(1) After 5 years of continuous service but less than ten years service in the Company—One-half of one month's salary for each year of service.

(2) After ten years of continuous service but less than 15 years of service in the Company—¾th of one month's salary for each year of service.

(3) After 15 years continuous service in the Company—15 months' salary.

Gratuity shall not be paid to any employee who is dismissed for dishonesty or misconduct.

Salary for the purpose of calculating gratuity shall mean the substantive salary (exclusive of allowances) of an employee on the date the employee ceases to be in the employment of the Company. The Company may in their discretion grant gratuity in excess of the above.

179. It is, however, unfortunate that the Union has not demanded any gratuity in cases of death or disability of a person. A liberal interpretation of the demand may possibly cover cases of disability but cases "in the event of death" cannot certainly be covered. I, therefore, recommend that in the event of death or disability of an employee while in the service of the Company—One month's salary for each year of service, subject to a maximum of 15 months' salary should be paid. It must not be forgotten that this is purely a recommendation as the demand does not cover cases of death and disability I have recommended it with a view to bring the scheme of gratuity into conformity with the schemes introduced by Industrial Tribunals for several other companies.

Demand No. 7 is as follows :—

Provident Fund.—Overtime payments to drivers and cleaners should be taken into consideration for purpose of deduction on earnings to Provident Fund account.

180. The Union has demanded that overtime payments to drivers and cleaners should be taken into consideration for purposes of deduction on earnings to provident fund account. With regard to this demand, the Company has stated that the provision demanded by the Union is already in force for transport staff, except a few drivers who are long-service employees and were admitted to the benefit of the Company's Indian Provident Fund in lieu of the Company's Labour Provident Fund. The Rules of the Indian Provident Fund, which is an All-India provident fund, administered by Trustees, do not permit of the inclusion of overtime payments for subscriptions to the Fund. The Company's Labour Provident Fund Rules, however, do permit of this overtime being included. The Company is prepared to allow those few drivers who belong to the Indian Provident Fund to transfer themselves to the Labour Provident Fund if they wish to do so.

181. At the hearing Mr. Godiwalla also agreed to accept the offer to allow those few drivers who belong to the Indian Provident Fund to transfer themselves to the Labour Provident Fund, so that they may have the benefit of overtime payments being included. I think that the Company's offer is reasonable and therefore direct that the Company should allow those few drivers who belong to the Indian Provident Fund to transfer their account to the Labour Provident Fund, if they wish to do so in order that they may have the advantage of overtime payments being calculated for purposes of deduction on earnings to provident fund account.

Demand No. 8 is as follows :—

Leave.—The following leave rules should be applicable effective January 1, 1948 :—

(*a*) *Privilege leave.*—Existing 17 days should be increased to 21 days, Sundays and holidays falling within should be excluded in calculation for the duration of leave but should be included for payment of full wages and dearness allowance.

(*b*) *Sick leave.*—Existing 7 days sick leave on full pay each year should be increased to 10 days with full pay. Existing privileges for additional sick leave should be amended to (1) 21 days half pay for service up to 5 years (2) full duration of sick leave on half pay for service over 5 years. Irrespective of length of service, sick leave should be with full pay for total duration of sickness resulting from occupational diseases, i.e., sickness caused as a result of the working conditions in the Installations.

Sick leave should be granted to employees falling sick while on vacation on the basis of certificate issued by any registered medical practitioner. Sick leave should be accumulated for 3 years.

(*c*) *Casual leave.*—Ten days with pay during each year.

(*d*) All monthly rated labour should be placed on the same basis as monthly paid clerks for all leave privileges.

(*e*) The Company should be directed to provide for a sufficient leave reserve in order to enable the employees to get leave when they require. Such leave reserves should constitute about 15 per cent. of the total strength in any particular category.

(*f*) All Installation holidays should be holidays for Aviation Service Stations at Santa Cruz and Juhu.

182. In lieu of the existing 17 days' privilege leave, the Union has put forth a demand for 21 days' privilege leave with a request that all Sundays and holidays falling within the leave period should be excluded in calculation for the duration of leave but should be included for payment of full wages and dearness allowance. The Company has submitted that the existing provision of leave of 17 days, which can be accumulated up to 51 days in 3 years, is exceptionally generous and that it compares favourably with the statutory requirement in the Factories Act and with the practice of the vast majority of other industrial employers. The Company has also pointed out that over and above the 17 days privilege leave with pay which the employees of the Company get, they also enjoy festival holidays with pay which approximately come to about 17 days in a year. The Company has further shown that on an average the Company's labour and service staff employees at the Installations in Bombay work for 258 days per annum and are paid for a minimum of 312 days per annum out of a total of 365 days. The Union has submitted that their demand for a slight increase in the leave is justified *inter alia* by reason of the fact that a large number of the Company's employees come from upcountry and several days are lost in travelling. In the

dispute between *the Standard Vacuum Oil Company, Bombay* and *The Workmen employed under it in Bombay* (published at page 4205 of the *Bombay Government Gazette* Extraordinary, Part I, dated 17th September 1948), the learned Adjudicator Mr. D. G. Kamerkar has expressed the opinion that privilege leave of 18 days, with the right to accumulate such leave up to 36 days and to add thereto Sundays and holidays as under the existing practice in that Company was a reasonable provision. The total period of absence on account of such leave, if no holidays intervene, would be three weeks or 22 days in all, in a year, if leave is taken from a Monday; and if any holidays intervene, the period will be still longer. Following this decision the learned Adjudicator Mr. P. S. Bakhale in the dispute between *The Caltex (India) Ltd., Bombay* and *The Workmen employed under it*, (published at page 387 of the *Bombay Government Gazette* Extraordinary, Part I, dated 27th January 1949), has awarded privilege leave of 18 days with the right to accumulate such leave up to 36 days and to add thereto Sundays and Holidays. I, therefore, award that the Company should allow privilege leave of 18 days with a right to add thereto Sundays and holidays falling within the leave period. At present the Company's practice is to allow accumulation up to 3 years and not for two years as is the case in Caltex (India) Ltd., and the Standard Vacuum Oil Companies. In my opinion it would not be desirable to reduce this period. I, therefore, direct that privilege leave should be allowed to be accumulated for 3 years, that is, 54 days in all.

183. As regards the latter part of this demand that Sundays and holidays falling within the period of leave should be included for payment of full wages and dearness allowance, I have considered this question while dealing with a similar demand for arrears of wages and dearness allowance in demand No. 3 in this Annexure. For reasons stated therein I reject this part of the demand.

184. *Sick Leave.*—The Union has demanded that the existing 7 days sick leave on full pay each year should be increased to 10 days with full pay and that existing privileges for additional sick leave should also be amended. The Company's submission in this respect is that it grants 7 days' sick leave on full pay each year plus 14 days' sick leave on half pay for those with less than 10 years' service, and 7 days' sick leave on full pay and 21 days on half pay for those with over 10 years' service. Additionally, the Company gives extensive extra sick leave to the employees in cases of genuine sickness, on the recommendation of the Company's doctor. These terms the Company submits are entirely fair and adequate and well in advance of current practice in the majority of industrial establishments in Bombay and, therefore, do not require any revision. I have carefully compared these terms with those prevailing in Caltex (India) Ltd., and the Standard Vacuum Oil Companies and I am of the view that they do not require any changes. However, the only changes which I would like to be introduced are that sick leave on full pay should be allowed to be accumulated for 14 days and on half pay up to 28 days in the case of persons who have put in less than ten

years of service and up to 42 days in the case of persons who have put in more than 10 years of service, and I direct accordingly.

185. As regards the second part of this demand that irrespective of length of service, sick leave should be with full pay for total duration of sickness resulting from occupational diseases, i.e., sickness caused as a result of the working conditions in the Installations, the Company has submitted that this question is adequately dealt with under the Workmen's Compensation Act which prescribes the proper benefits for absence due to occupational diseases. Moreover, the Company has submitted that it gives *ex-gratia*, full pay during sickness or incapacitation in cases covered by the Workmen's Compensation Act and therein goes further than is required under that Act. I think that there is substantial force in the Company's contention. Besides, conceding to this part of the demand would give rise to several practical difficulties which I need not discuss here in detail. I, therefore, reject this part of the demand.

186. With regard to the last part of this demand that sick leave should be granted to employees falling sick while on vacation on the basis of certificate issued by any registered medical practitioner, the Company's submission is that it is impossible in practice for an employer to check up the genuineness of certificates produced from, or even the existence of a stated medical practitioner in the mofussil. The Company is, however, willing to grant sick leave to those of its employees falling sick while on vacation on the production of a medical certificates from the medical officer in charge of Government hospitals or hospitals run by local bodies, or some such institutions. I think the Company's objection is quite reasonable as otherwise there is considerable scope for mal-practice. I, therefore, award that sick leave should be granted to employees falling sick while on vacation on the basis of certificates issued to them by medical officers in charge of Government hospitals or hospitals run by local bodies or similar institutions. This certainly does not fetter the discretion of the Company to accept in genuine cases certificates of persons other than those mentioned above.

187. *Casual Leave.*—The Union has demanded 10 days' casual leave with pay during the year. At present the Company does not grant any casual leave to labour and service staff. The Company has however submitted that while it does not give pay for casual leave, it does pay dearness allowance to its employees for 26 days in a month who are absent without leave or on leave without pay up to 4 days per month. According to the Company the average number of days absent or on leave without pay for the Bombay Installation labour and service staff for the years 1947 and 1948 was 14 days per annum. The dearness allowance rate approximates, and in fact slightly exceeds, the average rate of pay for these categories and the dearness allowance concession is therefore equivalent on the average mentioned above to 7 days' casual leave per year on full pay plus dearness allowance and in line with the

casual leave granted to the clerical staff. It is now common to award 7 days' casual leave with full pay and dearness allowance even in the case of small concerns. This is so in Caltex (India) Ltd., and the Standard Vacuum Oil Companies. It would not be fair to the workers to deprive them of casual leave with pay because of some little advantage which they receive on account of the dearness allowance being paid in a manner different from that paid to the textile workers in Bombay, for the effect of that would be to deprive them of that advantage. I, therefore, award that the employees should be granted 7 days' casual leave with pay in a year. The employees must however note that casual leave cannot be claimed as a matter of right and is intended to cover cases of emergency or unforeseen purposes and is to be availed of consistently with the exigencies of the Company's business.

188. In part (*d*) of this demand the Union has asked that all monthly rated labour should be placed on the same basis as monthly paid clerks for all leave privileges. A distinction between leave privileges granted to the clerical staff and those granted to labour and service staff has consistently been maintained in several awards of Industrial Tribunals. I do not therefore propose to do away with that distinction. I do not also see any reason in principle for making a distinction between monthly rated labour and daily-rated but monthly-paid labour as is sought to be made in this demand. I, therefore, reject this demand.

189. Under part (*c*) of this demand, the Union has asked that the Company should be directed to provide for a sufficient leave reserve in order to enable the employees to get leave when they require and that such leave reserves should constitute about 15 per cent. of the total strength in any particular category. The Company submits that it already has got leave reserve and that the amount of the leave reserve required should be left to its discretion. I have seen the Standing Orders of the Burmah-Shell Installations Rule 9 (3) of which reads as follows :—

> "It must be clearly understood that there may be occasions upon which it is impossible to grant leave, for example, when the Installation is working to capacity. While therefore the Company will do its best to allow employees to take paid holidays when they wish to do so, employees should as far as possible take their holidays during the slack season of the year. If, however, leave is refused or postponed, the fact of such refusal or postponement and the reasons therefore shall be recorded in writing in a register to be maintained for the purpose and if the employee so desires a copy of such entry in the register shall be supplied to him."

It will be seen from the rule that the Company is alive to the necessity of allowing every employee to take paid holidays when they wish to do so. It even goes further in that it provides that refusal or postponement of leave should be recorded together with any reasons for the same and copies supplied to the employee if he so desires. There is sufficient safe-guard, I think, against too frequent refusals of leave in this rule

itself. Instances of refusal of leave have not been produced before me. I, therefore, do not think there is any necessity for giving any specific directions as demanded by the Union. I shall only recommend that the Company should maintain adequate leave reserves so that the workers may ordinarily get leave with pay when they desire to do so. It should be remembered that the very purpose of such leave is defeated if it is not granted when a worker desires it. The workers in their turn should try to co-operate with the Company by availing of leave during the slack season, if they are able so to do, without great inconvenience to themselves.

190. The last part of this demand relates to installation holidays. Under it, the Union has demanded that all installation holidays should be holidays for Aviation Service Stations at Santa Cruz and Juhu. The Company has pointed out that the operation of this aviation service stations in Santa Cruz and Juhu throughout the 365 days in a year is inherent in the nature of the work performed by the service stations which fuel air-planes operating day to day and hour to hour. The Company also submits that the interest of the staff is safe-guarded by (*a*) a maximum 48-hour week and (*b*) a weekly day-off. In addition festival holidays are given on a sectional basis dependent on the exigencies of the aviation refuelling service. The Company has stated that in order to grant holidays for all labour staff at these aviation service stations it would require a virtual duplication of the staff and has therefore submitted that this demand should be rejected. I entirely agree with the submission of the Company that the operation of these aviation service stations throughout the 365 days in the year is inherent in the nature of the employment of the service staff employed for refuelling aeroplanes and therefore reject this demand.

Demand No. 9 is as follows :—

Uniforms and Protective apparel.—All employees should be furnished free of cost, working clothes, rain coats, umbrellas and special protective apparel, depending on the nature of the work performed.

191. The Union has demanded that all the employees should be furnished free of cost, working clothes, rain coats, umbrellas and special protective apparel, depending on the nature of the work performed. This demand is rather vague. It does not clearly specify the various categories of workers to whom specific articles should be supplied. It is, therefore, very difficult for me to give any specific directions in respect of this demand. In its written statement the Company has stated that its policy is to supply clothing free of charge to workers under the following heads in keeping with legal requirements under the Factories Act :—

(*a*) Beltmen, oilers, engine drivers and those whose work brings them in contact with acid, etc.

(*b*) Those whose work brings them into contact with the public such as lorry drivers, Watch and Ward Staff and the like.

The Company has also stated that it gives clothing free of charge to approximately 1/3rd of the combined labour and service staff and that, therefore, no case has been made out for any addition to the list of persons to whom clothing should be supplied. While it is difficult for me to give any specific directions in this connection, I may observe that during my inspection of the installations I found several categories of workers whose clothing had been soiled by reason of the nature of their work and who in fact were not supplied with working clothes. I, therefore, recommend that the Company should look into this matter once again and arrange to supply working clothes free of cost to those categories of workers whose clothing is likely to be soiled by the nature of the work they perform. The only test that should be applied in such cases is whether the clothes are in fact soiled though it may be that the workers by being more careful all the time could have avoided soiling their clothes. It is too much to expect workers who have to work for several hours at a stretch to be very careful. At the hearing the Company had contended that even if they had a mind to supply clothing free of cost to some of these workers it was not possible to do so because of the difficulty in obtaining cloth due to control restrictions. That difficulty at least does not exist now as cloth control has been partially lifted at present.

192. *Rain coats and Umbrellas.*—I do not want to give any specific directions in this respect also. I hope that the Company will again go into this question and give rain coats and/or umbrellas to such of its workers as have to perform their duties, even while it rains, in the open.

193. *Protective apparel.*—The complaint of the Company has been that the articles of protective apparel supplied to the workers are not used by them. Here again it is difficult for me to give any specific directions. Some of these matters are covered by the Factories Act. The Company should look into the matter once again and where the nature of the work demands the use of protective apparel the Company should arrange to supply the necessary protective apparel to such of the workers as undertake to use them.

Demand No. 10 is as follows :—

Living Quarters.—The Company should build suitable living quarters in Sewree/Wadala area and make them available to all at reasonable rent. Until these living quarters are provided, the Company shall pay an allowance of Rs. 10 per month.

194. The first part of this demand is that the Company should build living quarters in Sewree/Wadala area and make them available to all at reasonable rent. In support of its claim the Union has stated that the Company spares no pains to secure living quarters to its convenanted and all its non-Indian staff. Another reason given by the Union in support of this demand is that the Company has large reserves of land that could be built upon and can well afford to assist in the solution of the acute housing problem at least to the extent of taking care of the needs

of their own workmen. To this the Company's answer has been that when labour is employed by an industrial concern in a well-established area, and where labour already resident in that area seeks employment, it is not for the industrial concern to provide housing accommodation except where it considers this necessary in the interest of the security of its property, such as Watch and Ward *cum* Fire Fighting Staff for some of whom the Company does provide quarters, while for others in the same category, it is building additional quarters. It is not unusual for some employers to build residential quarters for their employees. So far this has been done voluntarily by employers. While it is extremely desirable that large and prosperous employers should assist Government in the solution of the acute housing problem in over-congested cities like Bombay by providing quarters on economic rent to some of its employees, I regret I cannot direct the Company to do so. This part of the demand is, therefore, rejected.

195. The latter part of this demand is that until these living quarters are provided, the Company shall pay an allowance of Rs. 10 per month. In determining the wages payable to each worker, house rent has been taken by me into consideration and, therefore, a separate claim for house rent allowance cannot be entertained. I, therefore, reject this part of the demand for house rent allowance also.

Demand No. 11 is as follows :—

Bhatta.—All workers deputed on outdoor duties involving absence from the Installations during lunch hour recess should be paid a lunch allowance of Rs. 1-8-0.

196. The Union has demanded that all workers deputed on out-door duties involving absence from the installations during lunch hour recess should be paid a lunch allowance of Rs. 1-8-0. The Company in their letter dated 30th January 1949 addressed to the Union wrote as follows in respect of this demand :—"We do not wish to be unreasonable on the subject of this allowance, but there are additional points for consideration : (1) the allowance is not intended to be the cost of a meal outside the installation, but the extra cost which is incurred by the workman when he purchases a meal outside as compared with the normal cost of a meal in the installation and (2) an outdoor allowance of Re. 1 per day is already paid for working outside the installation for more than one hour in excess of the usual working hours, in order to compensate for the additional cost of the food. This allowance was fixed in agreement with our labour staff. At the present time there are differences in allowances paid to the fitters, muccadams, coolies, cashiers, etc. Is the Union in favour of a flat allowance irrespective of the category of staff concerned ? If so, would the Union care to suggest a figure of an allowance which is fair for the extra cost of a meal as mentioned above instead of the "cost of food". The Union, it appears did not reply to the above queries except by submission of a Strike Notice. The Company in its written statement has offered to increase the present

rate of tiffin allowance for coolies and muccadams from annas 6 to annas 12 per head. In this connection the Company has drawn pointed attention to the award in the dispute between *The Alcock Ashdown & Company Ltd., Bombay and The Workmen employed under it,* (published at page 2846-d in the *Bombay Government Gazette* Extraordinary, Part I, dated 16th June 1948, paragraph 22), where the learned Adjudicator Mr. D. G. Kamerkar has awarded annas 12 to skilled workers and annas 9 to unskilled workers as outdoor allowance. In my view the existing scale of annas 6 is certainly very inadequate. The Company's submission that the allowance is not intended to be the cost of a meal outside the installation, but the extra cost which is incurred by the workmen when he purchases a meal outside as compared with the normal cost of a meal in the installation is not correct. The cost incurred when a worker is sent outside his normal place of duty is the entire cost of a meal and not the difference between the cost at the installation and the cost outside. The outdoor allowance of Re. 1 per day referred to in paragraph 2 of the Company's letter quoted above appears to be for over-time payment and cannot be regarded as compensation for the additional cost of food. In view of the present day high cost of living I think an additional allowance of Re. 1 per day would be reasonable and fair to the workers. In *F. & C. Osler (India) Ltd., Bombay and The Workmen employed under it,* (Reference (IT) 31 of 1949, published at page 879 of the *Bombay Government Gazette* Extraordinary, Part I, dated 4th August 1947), I have awarded by agreement a food allowance of Re. 1-4-0 per day with certain conditions. I, therefore, award that workmen who are sent on outdoor work should be paid food allowance of Re. 1 per day. To avoid any abuse of this privilege I direct that such food allowance be paid to a worker who has to work outside the Company's premises provided (1) that the place of work is more than one mile from a worker's normal place of duty, and (2) that he is not able to return to the Company's premises before 2 p.m. (end of the lunch interval). If any categories of workers are in receipt of this allowance at a higher rate than what I have awarded, the allowance paid to such workers should not be reduced. So also if a certain amount is paid without the conditions laid down by me, the amount should be continued to be paid without any conditions.

Demand No. 12 is as follows :—

Contract Labour and Temporary Workmen.—Contract labour should be reduced to the minimum if not altogether abolished, and as many existing contract labour as will fit in permanent work in the Company should be enrolled as permanent employees. Existing temporary workmen who have had six months or more of enforced broken service should be enrolled as permanent employees. Both contract labour and temporary workmen should be paid same wages and dearness allowance as are paid to permanent workmen.

197. This demand may for convenience be divided into five parts : (1) Contract labour should be reduced to the minimum if not altogether abolished, (2) as many existing contract labour as will fit in permanent

work in the Company should be enrolled as permanent employees, (3) existing temporary workmen who have had six months or more of enforced broken service should be enrolled as permanent employees, (4) contract workmen should be paid same wages and dearness allowance as are paid to permanent workmen, and (5) temporary workmen should be paid same wages and dearness allowance as are paid to permanent workmen. As to the first part of this demand the Company submits that it employs very little contract labour for installation work in Bombay. It employs contractors for the clearing of its products and stores from the docks and goods yards to the installations and for stacking such consignments therein as also for certain types of maintenance work of a periodic or seasonal nature. Contractors are also employed for the removal of "Kutchra", scrap, etc., from the installations. The Company points out that contractors are not employed for regular work in the installations. The Company has further submitted that no definite directions should be given by me in this respect as in times of emergency or due to the lack of labour supply for its requirements it may become necessary to employ contract labour for regular work within the installations. It is no doubt true that the system of employing contractors is not in the best interest of employees, though the employers may derive certain advantage from that. The Textile Labour Enquiry Committee also recommended that "the contract system of engaging labour should be abolished as soon as possible". But this criticism applies to the employment of contractors for regular work and not for periodic or seasonal work as is done by this Company. For such work employment of contractors may be inevitable. As matters stand today, as no contract labour is employed for regular work by the Company, the question is entirely academic. It is not possible for me to visualise all the circumstances in which such employment may become necessary in future. I, therefore, do not propose to give any directions on this part of the demand. However, if and when an effort is made by the Company to employ contract labour for regular work of oil distribution within the installations, the matter may be dealt with on a proper reference.

198. As regards the second part of this demand, as the contract labour employed at present is for work entirely dis-similar to the work done within the installations, that labour will naturally not fit in or be suitable for the permanent work of the Company. There is besides no dispute between the Company and the contract labour nor is there a proper reference regarding them. The Union cannot also claim to represent them. I, therefore, reject the second part of this demand.

199. As regards the third part of this demand, the Union has attached to the statement of claim a schedule "K" which gives an illustrative list of temporary workmen who have had 6 months or more of enforced broken service and who have not been made permanent. The Company admits that they have a rule which states that temporary workmen shall not be engaged for more than 3 months unless they are made permanent.

The rule is chiefly intended to be a check on prolonged employment of any temporary worker who may justifiably claim that his length of service entitles him to a permanent post. In practice the Company appears to have numerous demands for temporary workers for seasonal work. As it is impossible to forecast the duration of such emergency requirement, the Company has submitted that it is essential that it should be left free to employ temporary labour for such purposes. The Company has further submitted that according to the Union's demand it would not be able to re-engage on a temporary basis any workman who would have six months of broken service as a temporary worker. This would be a hardship to the workman concerned and act as an unnecessary restriction on the employer. It appears that when similar facts were pointed out to the National Oil Workers' Union a demand made by them in similar terms was withdrawn. The management and the Union considered the cases of several persons to whom it was felt injustice had been done and arrived at an amicable settlement in respect of those individual-cases. In view of that it is not necessary for me to give any directions on this demand.

200. With regard to the 4th part of this demand, it is obvious that the Company is not concerned whatsoever with regard to the wages and the dearness allowance paid to contract labour. They are also not included in this reference. I, therefore, have no jurisdiction to give any directions on this part of the demand as this matter can only be adjudicated upon in a dispute between the contract labour concerned and their employers. I, therefore, pass no orders in respect of this part of the demand.

201. As regards the last part of the demand, the Company has pointed out that all temporary workers are paid the same minimum wage and the same rate of dearness allowance as permanent workers in the same category. No directions are, therefore, necessary on this part of the demand.

Demand No. 13 is as follows:—

Rambharosa Ramawater S. D. 52K should be reinstated in service without break of service.

202. It appears from the records that Rambharosa applied for leave on 9th February 1948 and was granted 17 days privilege leave due, plus 3 days without pay. Before the expiry of leave he applied for further extension which was granted for 31 days. Rambharosa again in the same year, on 31st August 1948 applied for leave as according to him his wife was ill. As no privilege leave was due he was granted 30 days leave without pay from 1st September 1948 on a clear understanding that no further extension of leave for any reason would be granted and that if he failed to return to work on Friday the 1st October 1948 he would automatically be treated as having resigned from that date, that is 1st October 1948. Before the expiry of one month, however,

Rambharosa again applied for further extension of his leave by 3 weeks. The Company by their letter dated 5th October 1948 wrote to Rambharosa Ramawatar that his request for 3 weeks' extension of leave had been refused and he was warned that if he did not return to work on or before the15th October it would definitely result in the loss of his employment. Rambharosa, however, did not return on 15th October and on 18th October 1948 the Company dispensed with his services. Rambharosa returned on 22nd October 1948 when he learnt that his services had been terminated.

203. The Union has submitted (1) that Rambharosa had overstayed his leave period for very valid reasons, namely, the illness of his wife, (2) that he did not receive the letter of the Company refusing extension for 3 weeks, and (3) that in view of his long services with the Company, namely, 13 years, his case should be dealt with sympathetically. The Company has, on the other hand, stated that they have been over-generous in their treatment of Rambharosa and that he had always been in the habit of over-staying his leave period and that their action was, therefore, justified.

204. The record of Rambharosa's service in the Company is as follows:—

11th June 1941—Warned for idling.

18th May 1942—Overstayed leave by 16 days—suspended for two days.

18th July 1942—Left Bombay for United Provinces without permission. Absent from duty for 30 days. Given final warning—suspended for 4 days.

30th May 1944—Overstayed his leave by 16 days—suspended for 2 days.

9th October 1944—Negligent work—Warned.

15th June 1946—Again overstayed leave—suspended for 2 days.

9th February 1948—Applied for extended leave. Was granted 17 days' privilege leave due, plus 3 days without pay. Before expiry of leave, applied for further extension which was granted for 31 days.

205. It will be seen from this that Rambharosa had overstayed his leave period in May 1942, in May 1944 and again in June 1946 and had been warned or suspended for several days on each one of these occasions. Rambharosa had also left Bombay without permission and been absent for 30 days in July 1942 and had been warned and suspended for that for 4 days. It may be that Rambharosa had a very good reason for over-staying on this occasion, although the medical certificate produced by him legitimately creates some confusion and doubt. I cannot however say in view of the repeated warnings given to Rambharosa as also the specific warning given to Rambharosa when he left that the action on the part of the Company in dismissing him was *mala fide*. It is indeed difficult to say why the letter addressed to Rambharosa dated 5th October 1948 asking him to rejoin duty on 15th October was not received by him. His story is that he did not receive it. The Company's suggestion has been that knowing the contents, he deliberately refused to accept the

letter in question. It is not necessary for me to express any opinion on this question. I cannot say in view of the warnings given to Rambharosa in the past as also the specific warning given to him on this particular occasion that the Company's action in dispensing with his services was *mala fide*. A large amount of discretion must vest in the management in these matters. Although this Tribunal has undoubtedly the power to order reinstatement, that power should only be exercised in a few extreme cases. This certainly is not a proper case for interference. I, therefore, reject the Union's demand for reinstatement.

Demand No. 14 is as follows :—

Present rights and privileges.—Nothing contained in the demands above should adversely affect or take away from any employee or a group of employees any rights, privileges, advantages, amenities and /or other such conditions of service that are already being enjoyed by such employees or group of employees that may be more advantageous to him or to them than the rights, privileges, conditions of service, etc., that are being set down herein above.

206. This is a demand in general terms and it is not possible for me to foresee its implications. In recording my findings on the several demands I have taken precaution to see that as far as possible the existing rights and privileges are not taken away. However; it is not possible to record a definite finding on such a vague demand. The principle underlying the demand is intelligible. I hope that the Company will give effect to it except where it results in manifest inconsistency or incongruity.

Demand No. 15 is as follows :—

Amenities.—Canteen arrangements should be made for the Santa Cruz and Juhu Aviation Service Stations with provision for free supply of tea on the same scale as for Installation Workers.

Adequate Latrine and Urinal arrangements should be made for the staff at Santa Cruz and Juhu Aviation Service Stations.

All the Santa Cruz and Juhu Aviation Service Stations Workmen should be provided with free transport to and from nearest Railway Station.

207. The Union has demanded that canteen arrangements should be made for the Santa Cruz and Juhu Aviation Service Stations with provision for free supply of tea on the same scale as for Installation Workers. The Company has submitted that it is unreasonable for an employer to be asked to make canteen arrangements for a very small number of workmen operating at a point away from their major works. The Company also points out that their premises at Santa Cruz and Juhu are restricted and space is not available for enlargement and also that under the Petroleum Rules framed by the Government of India, it is not permitted to install cooking or heating arrangements in this Service Station. While I quite see the difficulty of the Company the

grievance of the workers is equally genuine. The Company, should if possible, therefore, contact some other Companies with canteen arrangements operating in the neighbourhood and request these companies to allow the workers of Burmah-Shell on payment all the canteen facilities that are available to their workmen. I regret I cannot give any directions beyond these.

208. As regards the supply of free tea demanded by the Union, I regret I cannot concede this demand. It is a matter entirely of the Company's choice whether to extend this concession available at the installations to those of its workers working at Juhu and Santa Cruz aerodromes.

209. The Union has further demanded that adequate latrine and urinal arrangements should be made for the staff at Santa Cruz and Juhu Aviation Service Stations. The Company has submitted that at Juhu adequate latrine arrangements are available for workers at their quarters, a short distance from the Service Station, and that at Santa Cruz latrine arrangements are about to be installed. The Company has further stated that these arrangements were delayed because the site at Santa Cruz allocated to the Company was temporary. As the demand is already adequately met at Juhu and the facilities are in the process of being made available to the workers shortly at Santa Cruz, no directions are necessary on this part of the demand.

210. The Union has next demanded that all the Santa Cruz and Juhu Aviation Service Stations Workmen should be provided with free transport to and from nearest Railway Station. The Company in this connection submits that the distances involved are no greater than those for the average labour employed in installations in Bombay, or in other industries in Bombay. The Company has further submitted that public transport is available between railway stations and these service stations. I do not agree with the submission of the Company. These places are slightly out of the way and cause considerable difficulty in getting to and back. The Company should, therefore, if possible, make transport arrangements for its workers as is done by several other concerns. Failing that, I direct that the Company should pay annas 4 per working day as travelling allowance to their workmen who are employed at Santa Cruz and Juhu Aviation Service Stations.

211. This completes all the demands. I must take this opportunity of thanking Mr. Godiwalla and Mr. Vimadalal as also the various persons instructing them for the assistance they have given me in determining the various demands.

INDRAJIT G. THAKORE,
Industrial Tribunal.

K. R. WAZKAR,
Secretary.

Bombay, 17th September 1949.

Order.

No. 420/48.—Whereas the dispute between the Burma-Shell Oil Storage and Distributing Company of India Ltd., Bombay, and the workmen employed under it was referred by Government Order, Labour Department, No. 420/48 dated the 5th March 1949, for adjudication to an Industrial Tribunal;

And whereas the Industrial Tribunal has now given its award in the said dispute;

Now, therefore, in exercise of the powers conferred by sub-section (*2*) of section 15 read with sub-section (*3*) of section 19 of the Industrial Disputes Act, 1947 (XIV of 1947), the Government of Bombay is hereby pleased to declare that the said award shall be binding on the Burmah-Shell Oil Storage and Distributing Company of India Ltd., Bombay, and the workmen employed under it and to direct that the said award shall come into operation on the 29th September 1949 and shall remain in operation for a period of one year.

Order.

No. 664/48.—Whereas the dispute between Messrs. Nowroji N. Vakil and Company, Ahmedabad, and the workmen employed under them was referred by Government Order, Labour Department, No. 664/48, dated the 13th April 1949, for adjudication to an Industrial Tribunal;

And whereas the Industrial Tribunal has now given its award in the said dispute;

Now, therefore, in exercise of the powers conferred by sub-section (*2*) of section 15 read with sub-section (*3*) of section 19 of the Industrial Disputes Act, 1947 (XIV of 1947), the Government of Bombay is hereby pleased to declare that the said award shall be binding on Messrs. Nowroji N. Vakil and Company, Ahmedabad and the workmen employed under them and to direct that the said award shall come into operation on the 6th October 1949 and shall remain in operation for a period of one year.

Bombay Castle, 30th September 1949.

Order.

No. 707/48.—Whereas an industrial dispute has arisen between the New Union Mills, Limited, Bombay, and the Rashtriya Mill Mazdoor Sangh, Bombay, relating to the entire closure of the Colour Winding and Pirn Winding Departments and reduction in the number of Grey Winders;