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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—Notification.

LABOUR DEPARTMENT.

Bombay Castle, 6th October 1949.

No. 161/48.—The awards of the Tribunal in the industrial disputes between the Newspaper and Printing Presses in Bombay, mentioned in the Schedule to the Government Order, Labour Department, No. 161/48, dated the 11th June 1948, and the workmen respectively employed under them referred for adjudication under Government Order, Labour Department, No. 161/48, dated the 11th June 1948, read with Government Corrigendum, Labour Department, No. 161/48, dated the 4th, September 1948, are hereby published:—

BEFORE MR. SALIM M. MERCHANT, INDUSTRIAL TRIBUNAL,
BOMBAY.

ADJUDICATION

AJ-IT 35 of 1948

BETWEEN

1. The Bombay Chronicle Co. Ltd., Bombay.
2. The Bombay Samachar Co. Ltd., Bombay.
3. The Express Newspapers Ltd., Bombay.
4. The Vande Mataram, Bombay.
5. The States Peoples' Ltd. (Janmabhoomi Group of Papers),
Bombay.

6. The Vishvmitra, Bombay.
7. The Sanj Vartaman, Bombay.
8. G. Claridge & Co. L'd., Bombay.
9. The British India Printing Press, Bombay.
10. The Indian National Press (Bombay) Ltd., Bombay.

AND

The workmen respectively employed under them.

In the matter of industrial disputes regarding Recognition of the Union, Union Shop, Wages, Dearness Allowance, Leave, Holidays, Provident Fund, Gratuity, Pension, Bonus, etc., etc.

Mr. R. A. Gagrat, Solicitor of Messrs. Gagrat & Co. with Mr. M. A. Gagrat for Company Nos. 1, 2, 4, 5, 6, 7 and 8.

Mr. K. M. Diwanji, Solicitor of Messrs. Ambubhai Diwanji & Co. for Company No. 9.

Mr. C. C. Shah, Solicitor, and Mr. K. L. Talsania, Solicitor, of Messrs. Munchersah B. Chothia & Co. for Company Nos. 3 and 10.

Mr. S. S. Kavalekar, Advocate (O. S.), with Mr. K. K. Khadilkar, Mr. D. S. Nargolkar, Mr. Vinayak Purohit, Mr. Nathan, and Mr. Ram Mahadik for the Bombay Press Employees' Union representing the workmen of all the ten Companies.

Mr. K. N. Joglekar of the Bombay Press and Printing Kamgar Union for the workmen of Company No. 7.

AWARD—GENERAL.

This reference was made to me as an Industrial Tribunal by the Government of Bombay under section 10 (1) of the Industrial Disputes Act of 1947 (XIV of 1947) by its Order, Labour Department, No. 161/48 dated 11th June 1948 for the adjudication of the disputes between the ten newspaper and printing presses mentioned in the schedule appended thereto and whose names have been stated above and the workmen respectively employed under them regarding the matters specified in Annexure A to the said Order, which are as follows:—

1. *Recognition of the Union.*—The Presses mentioned in the schedule appended hereto should recognise the Bombay Press Employees' Union as the sole representative Union of their employees and any action affecting the employees should be taken, and any question pertaining to them should be settled, in consultation with the Union.

2. *Union Shop.*—No employee should be retained in service unless he becomes a member of the Union.

3. *Wages.*—(a) In consultation with the union all occupations should be properly standardised and duties under each of them should be precisely defined.

(b) The occupations should be classified into (1) unskilled, (2) semi-skilled and (3) skilled.

(c) The present wage structure should be thoroughly revised and the monthly rates of wages should be fixed on the following basis:—

Minimum Starting Wage			Annual increment			Maximum		
Rs.	a.	p.	Rs.	a.	p.	Rs.	a.	p.
			Unskilled					
45	0	0	3	8	0	80	0	0
			Semi-skilled					
60	0	0	5	0	0	110	0	0
			Skilled Lowest Grade					
80	0	0	7	0	0	150	0	0

(d) Immediately on the enforcement of the revised scales of wages the present employees should be considered as having reached the level of increments, corresponding to their period of service.

(e) The revised scales of wages should be given with retrospective effect from 1st January 1947.

4. *Dearness Allowance.*—Every employee should be paid with retrospective effect from 1st January 1947, a dearness allowance of Rs. 40 per mensem or 40 per cent. of the monthly salary, whichever is higher.

5. *Leave.*—(a) *Privilege Leave.*—Every employee should be entitled to privilege leave of 30 days with pay and dearness allowance per year of service to be calculated on the basis of 2 days per month and 6 days at the end of the year. They should be available in proportion to the service rendered.

(b) *Sick Leave.*—Every employee should be entitled to 15 days' sick leave with pay and dearness allowance per year of service.

(c) Every employee should be entitled to 10 days' casual leave with pay and dearness allowance per year.

(d) Any leave enjoyed during the year should be counted towards service in that year.

(e) *Leave without pay.*—If no leave with pay is available the employee should be entitled to one month's leave without pay per year of service.

6. *Holidays.*—Employees should be granted every year 15 holidays with pay and dearness allowance and the list should be drawn in consultation with the Union.

7. *Provident Fund*.—A scheme of Provident Fund with equal contribution by the employee and the employer at the rate of 18 pies per rupee should be introduced immediately and the employee should be entitled to the employer's contribution together with interest after a membership period of five years.

The member should, however, be entitled to the employers' contribution with interest, if any, before five years in the case of death, disability, retrenchment and termination of service due to reasons beyond his control.

Employees should be given adequate representation on the Board of Trustees for the Provident Fund through their Union.

8. *Gratuity*.—Every employee who has completed five years of service should be paid gratuity at the rate of one month's wages per year of service to be calculated on the basis of his last month's wages provided, however, that he is paid a minimum of six months' salary as gratuity. While applying the scheme all the existing service of the employee should be taken into account. Gratuity should be available to an employee before completion of five years in case of death, disability, retrenchment and termination of service, due to reasons beyond his control.

9. *Pension*.—After completion of 20 years of service every employee who desires to accept pension instead of gratuity should be entitled to a pension at the rate of 50 per cent of his wages for 26 days for the daily rated, and a month's wages for the monthly rated of the last month of his service provided that if he is declared unfit by qualified medical opinion he should be entitled to it after 10 years of service.

10. *Bonus*.—Every employee should be paid every year bonus equivalent to three months' wages with dearness allowance without attaching any conditions.

11. *Grace Time*.—Every employee should be given a margin of 15 minutes in case he comes late for work and arrivals after 15 minutes should be dealt with according to rules to be framed in consultation with the Union.

12. *Full Compensation*.—In case of injury full pay and dearness allowance should be paid to the injured worker for the total period of his absence.

13. *Promotions*.—No recruitment should be made to any post except at the lowest level and all other vacancies should be filled by automatic promotions from the next junior cadre.

14. *Permanency*.—All employees should be deemed permanent after two months' service and should be entitled to all privileges.

15. *Service Records*.—Proper and correct service record of the employees should be maintained and the same should be open to inspection by the Union officials. All remarks in the service record should be made in presence of the employee concerned in his language and his signature should be taken.

16. *Information on pay slips and envelopes*.—For the benefit and knowledge of the employees the following details should be given on their monthly pay slips and/or pay envelopes :—

- (1) Name of employee.
- (2) Department.
- (3) Occupational Designation.
- (4) Ticket Number.
- (5) Whether permanent, temporary, probationer, badli, or apprentice.
- (6) Month.
- (7) Number of days worked.
- (8) Number of days absent.
- (9) Number of days on leave.
- (10) Number of days on Pali (if necessary).
- (11) Rate of pay (daily or monthly).
- (12) Total wages earned in the month.
- (13) Hours of overtime and amount due.
- (14) Dearness allowance.
- (15) Deduction such as (a) Provident Fund, (b) C. C. Society, (c) Income Tax, etc.

17. *Monthly Record Ticket*.—Every employee should be given a monthly record ticket on which the following details will be recorded :—

- (1) Department.
- (2) Occupational Designation.
- (3) Name of employee.
- (4) Ticket Number.
- (5) Whether permanent, temporary, probationer, badli or apprentice.
- (6) Rate of wages.
- (7) Month.
- (8) Present, absent, leave, pali, etc.
- (9) Overtime.

18. *Notices, Memos, Forms, etc.*—All notices, orders or memos to be issued to the employees should be in writing and in Hindustani, Urdu and Marathi according to the language of the employee concerned. Employees should be provided with suitable forms in their own languages for leave, Provident Fund, Gratuity, Pension, Retirement, etc.

19. *Benefits*.—No employee should be deprived of any benefit of any of the schemes on account of his leaving the service voluntarily or if he is made to leave it by the management on any ground.

20. *Out-Door Allowance.*—In the case of employees who are assigned outdoor duties they should be paid transport charges both ways and should also be paid a food allowance of Rs. 1-8-0 per meal per head.

21. *Rules.*—All rules pertaining to conditions of service, concessions, benefits, etc. should be framed in consultation with the Union and in such manner that the effect of the same is not adverse to employees.

22. *No Contract Labour.*—No employee should be employed through any contractor and all employees should be employed directly by the management.

23. *Lien on the Job.*—No employee who abstains from work owing to unavoidable circumstances or who is absent owing to illness should lose his lien on the job for one year provided that his illness is certified by a Registered Medical Practitioner following any system of medicine.

24. *Lino Operators.*—The present system of paying Lino Operators on piece-rate basis should be abolished and they should be given a fixed scale on the following lines :—

	Rs.
A Grade—Senior Operator ...	275—25—400
B Grade—Junior Operator—	225—10—400
C Grade—Relieving Operator ...	200—15—400
D Grade—Junior Operator ...	150—15—400

25. *Termination of Service.*—Employees should be given sufficient opportunity to improve their conduct before taking severe action against them and their services should not be terminated without giving them a proper charge sheet for the same, without holding an inquiry and without giving them a chance to defend through their Union.

✓ 26. Nothing contained in these demands should adversely effect or take away from any employee or group of employees any privileges, advantages, benefits or amenities already enjoyed by them.

The following are additional demands in respect of workmen employed in the Bombay Chronicle Company Limited and the Bombay Samachar Company, Limited only :—

1. *Independence Bonus.*—Employees should be paid one month's wages as Independence Bonus.

2. *Compensation to compositors for reduction in working hours.*—The error in the calculations and the basis of agreement reached between Mr. Shantilal H. Shah and the Management as it has been found to have been worked out on wrong hypothesis should be corrected and the payment of overtime to these employees from July 1947 should be adjusted accordingly.

3. *Dismissal of four Workers.*—Agreement regarding arbitration in the matter of dismissal of four employees from the Metrix and Routing department should be acted upon and the employees concerned should be paid from the day of their discharge.

4. *Overtime in Metrix Department.*—Employees in the Metrix Department who are given split shifts should be paid overtime as their total hours of work in a day exceed normal working hours.

• *Schedule.*

- (1) Bombay Chronicle Company Limited, Bombay.
- (2) Bombay Sanchar Company Limited, Bombay.
- (3) Express Newspapers Limited, Bombay.
- (4) Vande Mataram, Bombay.
- (5) The States Peoples' Limited (Janmabhoomi Group of Papers), Bombay.
- (6) Vishvmitra, Bombay.
- (7) Sanj Vartaman, Bombay.
- ✓(8) G. Claridge and Company Limited, Bombay.
- (9) British India Printing Press, Bombay.
- (10) The Indian National Press (Bombay) Limited, Bombay.

2. The usual notices were issued upon the workmen of each press and the Bombay Press Employees' Union (hereinafter referred to as the Union) to file the statement of claim and upon each of the ten Companies to file their written statements. The Bombay Press Employees' Union, which is a registered Union, and which represents the workmen in these presses filed its statement of claim on 10th July 1948. As the Union desired clarification and information on certain points, a preliminary hearing was fixed for 23rd July 1948 at which the representatives of the Companies stated that they wanted to move Government for certain changes in the reference order and applied for time. At the adjourned hearing on 14th August 1948 the Solicitors for the companies stated that they had on 3rd August 1948 applied to Government for a change in the reference order and Government's order upon their application was awaited. In the meantime, all the Companies wanted time to file their written statements. Time was therefore extended till 31st August 1948 and the hearing was fixed for 9th September 1948. At the hearing on 9th September 1948, Mr. R. A. Gagrut, Solicitor filed a copy of the Labour Department's Corrigendum No. 161/48 dated 4th September 1948 by which the words "dispute" and "workmen employed under them" occurring in the operative part of the Government's Order of Reference dated 11th June 1948, were substituted by the words "disputes" and "workmen respectively employed under them". This corrigendum was also received directly from Government by the Tribunal. The result of the corrigendum (Ex. 11-A) was that the dispute between each press and its workmen was treated as a separate dispute and the adjudication proceeded with the case of each press separately, and the Award has been made in several parts governing the case of each press separately.

3. The Companies have denied that there is any dispute between them and their employees and have, therefore, argued that the reference is invalid and illegal. However, each one of the Companies in its written statement has admitted that the Union on behalf of its workmen addressed a letter on 1st April 1948 (received on 5th April 1948) making certain demands. The demands addressed to each of the Companies are identical in terms with the demands stated in the annexure "A" to the Government Order of Reference herein, except with regard to Companies Nos. 1 and 2 (the Bombay Chronicle Co. Ltd., and the Bombay Samachar Co. Ltd.) against whom four additional demands are made. It was after these demands were made that Government by its Order, Labour Department, No. 161/48, dated 11th June 1948 referred the dispute for adjudication. The dispute has been referred under section 10 (1) of the Industrial Disputes Act of 1947, which provides that if any industrial dispute exists or is apprehended, Government may by an order in writing refer the dispute to a Tribunal for adjudication. It will thus be seen that under section 10 (1) it is not necessary for both parties to agree to a reference to be made to adjudication. When both parties agree and apply in the prescribed form, then the reference to the Tribunal is made under section 10 (2). It is not even necessary that an industrial dispute should actually occur, for a reference to be made to a Tribunal; Government have powers under the Act to refer even an apprehended dispute to the adjudication of a Tribunal. There is no doubt in my mind that an industrial dispute did exist between each of the Companies and its workmen on or before the date of the Government order, i.e., 11th June 1948. This is amply proved by the history of the dispute, to which I shall presently refer, and by the Union's letter of demand dated 1st April 1948, and I do not think there is any substance in the objection raised by the Companies that there was no industrial dispute between the Companies and their employees and that, therefore, the reference to adjudication under section 10 (1) is invalid and illegal.

4. Before dealing with the demands I should like to give a brief account of the history of this dispute. It appears that somewhere in April/May 1947 joint conferences were held between the proprietors of some of the leading newspaper and printing presses in Bombay and the representatives of the press employees, with a view to arrive at an agreement on certain main conditions of employment in the press industry. This Committee came to be known as the Cama Committee evidently after Mr. M. N. Cama, the Managing Director of Company Nos. 1 and 2 herein, who took a leading part in organizing it. The Committee tried to bring about agreement on certain main points of dispute but no definite general agreement seems to have been reached and the discussions ended in failure. However, Company Nos. 1 and 2 (The Bombay Chronicle Co. Ltd. and the Bombay Samachar Co. Ltd.), on 23rd June 1947 entered into an agreement in respect of certain of the demands with the Rashtriya Press Kamgar Sangh which then represented their workmen. Thereafter this Union (the Bombay Press

Employees' Union) was registered on 17th July 1947. Soon after its registration it entered into agreements with the proprietors of Company Nos. 5 and 6 [the States Peoples' Ltd. (Jannabhoomi Group of Papers) and the Vishvamitra]. Even before it was registered the Union entered into an agreement with Company No. 10 [The Indian National Press (Bombay) Ltd.]. However, in spite of these agreements there does not seem to have been any permanent settlement and many of the points in dispute continued to be agitated, with the result that a conference of representatives of newspaper employers and employees was convened by the Hon'ble Minister for Labour at the Secretariat on 22nd December 1947 when a Committee of the representatives of employers and employees was set up to deal with the disputes in the press industry. Mr. M. G. Monani, I.C.S., the then Joint Secretary, Political and Services Department and Commissioner of Labour, was appointed Chairman of the Committee which came to be known as the Monani Committee. On the Monani Committee were represented the proprietors of some of the leading newspaper and printing presses in Bombay, as also a few leading Editors. The employees were represented by Mr. K. K. Khadilkar, Mr. D. S. Nargolkar, Mr. G. N. Laud and Mr. A. G. R. Naidu, who are actively connected with the Union. The Monani Committee held as many as 7 meetings between 8th January 1948 and 20th February 1948. Thereafter, as there did not seem to be any prospects of agreement being arrived at between the parties, Government dissolved the Committee. In the meantime the Union served notices dated 1st April 1948 upon all the presses under reference making 26 demands which form the subject matter of the present enquiry.

5. However, at the Monani Committee, agreement was reached on one important point that, in all printing presses, both newspaper and job presses, in Bombay, the normal working hours should be 42-per week without any reduction in the existing wages and that work put in in excess of 42 hours and up to a limit of 48 hours in the week should be paid for proportionately and beyond 48 hours at the rate provided for by the Factories Act. This was agreed to unanimously. I am stressing this unanimous agreement as I have retained these hours of work and the rates of overtime payment.

6. The Union filed a uniform statement of claim in respect of all the Companies on 20th July 1948 (Exhibit A). The Companies filed their written statements on 31st August 1948 and the hearing commenced on 9th September 1948 and was continued till 20th May 1949. The hearing extended over a period of well over 8 months because the parties applied for several long adjournments in order to prepare some of the elaborate statements which they filed and for the convenience of one or the other parties to the dispute. I visited all the 10 presses in the dispute—some on more than one occasion—and also visited for two days the "Times of India" press in order to acquaint myself with the conditions obtaining there. I wanted the parties to agree to the appointment of an Assessor

to report on the question of the standardisation of occupations, the classification of the various categories of employees and for the fixation of their wage scales. The parties, however, could not agree upon a common name and ultimately they urged that I should visit the presses and see the different categories of employees at work and determine their classification and fix their appropriate wage scales. It was for this reason that I visited each one of these presses, some on more than one occasion. On the question of the categories of employees and their classification, I heard submissions of parties at their respective presses. I am glad to state that before the hearing closed the parties agreed as to the various categories of employees employed in newspaper and job presses and filed an agreed list (Exhibits 49 and 49-A). It was also almost at the end of the enquiry that the Companies examined Mr. Ramu, Manager of the Commercial Printing Press, as an expert witness. Both parties at the hearing were agreed that even after the hearing in Court concluded, I was to be at liberty to consult Mr. Ramu in fixing the wage scales if I required his assistance. I may state that had I known that the services of such an experienced, efficient and highly qualified person, with practical experience of both newspaper and job printing presses, as Mr. Ramu would be available to me, I would, without hesitation, have appointed him as an Assessor. Although Mr. Ramu was not appointed as an Assessor, I have attached the greatest amount of weight to his opinion especially in fixing the wage scales. My thanks are due to Messrs: Tata Sons Ltd., the Proprietors of the Commercial Printing Press, for having made available to me the assistance of Mr. Ramu and also to Mr. Ramu personally for the willing manner in which he assisted me whenever required. I cannot help remarking that this enquiry could have been finished much earlier had both parties, and particularly the Union, not made so many applications for adjournments.

7. Before dealing with the general position of the press industry in Bombay I might state that though the Companies at the beginning of the enquiry strenuously opposed any attempt being made in these proceedings at standardizing conditions of employment in the press industry in Bombay, at the close of the enquiry they, persistently argued that this enquiry should be treated as an attempt at standardization. However, at the end of the enquiry both sides were agreed that the basic wages to be fixed by the Award should be the minimum occupational wages irrespective of considerations of the capacity of any particular unit to pay the same. The basic wage scale that I have fixed for the various categories of employees is what I consider should be the minimum occupational wage for the category. As regards the rate of dearness allowance, I have fixed a uniform rate for all presses as I feel that no printing press in this adjudication should pay a lower rate. I have also made a uniform award in respect of leave, holidays and certain other demands relating to terms and conditions of service. As regards the demands for Bonus, Gratuity, etc., necessarily the awards have to be different, depending upon the profits earned and

the standing and capacity of each concern. Wherever there have been different conditions of work in the different Companies, I have tried to make them as uniform as possible. It was argued by the Companies before me that if any Company was granting any particular advantage to its workmen, that should be taken into account in granting some of the demands. For instance, if a Company's Provident Fund Rules provides for a higher rate of contribution to the Provident Fund than is normally the rule, the question, for instance, of whether its workmen should be awarded payment of gratuity, and if so on what terms, should be governed by taking into account the high rate of contribution to the Provident Fund which that Company was paying. The Companies have also urged that the standing, status and financial position of each of the Companies should be taken into account in granting in full or part or in rejecting some of the demands, particularly those which involve direct monetary payments. I may state that I have taken the financial position of each unit into account in awarding the demands, except in the matter of wages and dearness allowance, where I have made no distinction between one Company and another as on both these demands I have awarded what I consider should be the minimum occupational wage and the lowest rate of dearness allowance that each of the presses should grant.

8. Both parties have relied upon two Government reports relating to the press industry in Bombay Presidency. The first is the report on wages, hours of work and conditions of employment as in May 1934 in the Press Industry in the Bombay Presidency (excluding Sind) prepared by the Labour Office of the Government of Bombay, and the second is the Report on Labour Conditions in Printing Presses prepared by the Labour Investigation Committee (Rege Committee) of the Government of India and published in 1946. From the Government of Bombay's report, one learns that in 1934 there were 6,452 persons employed in the Press Industry in 62 concerns and that a little over 70 per cent. of the total number of persons employed in the Presidency were employed in concerns in Bombay City. The most common occupations, numerically important in the industry, were those of compositors, ballers, binders and press machine men. The report notes that though there was no uniformity in the methods adopted by different concerns for recruiting the labour required, "the labour force employed in the printing industry in the Bombay Presidency appears to be relatively stable". There was a labour turnover of only 1 per cent. during the month of May 1934, and substitutes were not employed in place of permanent workers who may be temporarily absent. With regard to payment of wages, the report records, "There is nothing like wage standardization or agreed wage rates in any industrial centre in India and rates and piece-work prices with their methods of fixation vary widely not only between centre and centre but also between unit and unit in one centre and even between individuals in particular occupation groups in the same unit. The governing factors as far as principles of wage fixation in printing presses are concerned are

(1) personal efficiency, (2) demand and supply of the type of labour required and (3) rates, so far as they can be ascertained prevalent in other presses". As regards overtime it was noticed that the general practice appeared to be to pay *pro rata* the daily or the monthly rate for the additional hours worked. The report records that no satisfactory statistics were available with regard to overtime in its ordinary sense because the majority of the concerns which supplied information on this subject confused legal overtime with ordinary overtime and *vice versa*. It was noted that for male press operatives in printing concerns in Bombay City the general average of percentage attendance was 91.7 per cent. and the average daily earnings Rs. 1-8-2 and the average monthly earnings Rs. 37-4-10.

9. Part VII of the Rege Committee's Report compiled by Dr. Ahmed Mukhtar is devoted to Bombay Presidency. It records that in 1943, Bombay City was one of the biggest centres of the printing industry in India, with 472 regulated and unregulated presses employing over 9,700 employees. It is worthy of note that the number of printing presses declined from 558 in 1939 to 472 in 1943, out of which 184 were regulated presses and 288 unregulated presses. The printing press industry received a great setback due to the war between 1939 and 1942. In 1942, the upward trend set in and there has since been a steady growth in employment. The Committee observes that the reduction in the number of workers was made good to some extent by an increase in working hours as almost all the regulated printing presses were working overtime. The printing industry failed to attain its pre-war dimensions not because of the decrease in demand for printing but because of the dearth of available hands and printing materials. The report notes that the press workers in Bombay were mostly employed on time rate basis, less than 10 per cent. being employed on the piece-rate system, and that there is a general tendency among the workers to stick to the industry. The Committee also notes that there is no regular apprenticeship system in the printing presses. As regards the general nature of the work in the industry, the report states, "the number of occupations call for a high degree of dexterity and skill and yet it is a sad commentary on the industry that no scientific or well organized system of apprenticeship had been instituted. A well defined course of training has a very healthy bearing on efficiency of labour, particularly in trade warranting a high level of workmanship. The establishment of a training institution is bound to react favourably on production". The same point was stressed in his evidence before me by Mr. Ramu who emphasised the need of a printing institute for training recruits for the printing industry. The Committee noticed that promotion is generally discretionary, arbitrary and unsatisfactory. Apart from Government presses, graded or time scale promotions obtained only in a handful of presses. Sickness, social and religious rituals are the principal causes of absenteeism. The report advocates effective and better medical facilities, provision of suitable quarters and canteens, amelioration of working conditions and regularity allowance for reducing the high rate

of absenteeism. The Committee further noted that the rise in the cost of living has necessitated an increase in earnings which has taken place in one of the following three ways :

- (1) By grant of dearness or war allowances without any change in basic wages.
- (2) By sanction of allowances coupled with a rise in basic wages.
- (3) By increase in basic wages only.

The Committee came to the conclusion that, "overtime is more of a rule than an exception, the principal reasons for it being that machinery and printing material are not freely and conveniently importable. There is a tremendous increase of military, semi-military and civil work. Labour shortage is acute. Workers are hit by unprecedented inflation and are keen to add to their paltry incomes even at the expense of their health and leisure." The report contains 3 valuable tables [Table CCI (A), (B) and (C)] showing the weighted averages, the maxima and the minima for 26 of the main occupations in the press industry in the various important wage centres and the conclusion arrived at by the Committee is that "bewilderingly large oscillations from place to place, press to press, occupation to occupation and even individual to individual are noticeable. On the whole, the more skilled occupations like those of readers, operators, casters and compositors are comparatively more highly paid. Ballers, folders, inkers, distributors and coolies, on the other hand, are the lowest paid among all." The report concludes with the observation, "the war has affected the printing industry in multifarious ways. Employment and mobility of labour have registered a marked increase. Earnings have increased, though not in strict conformity with the rise in the cost of living. Working and welfare conditions have positively deteriorated. Housing and civil conditions present a hopeless spectacle. Trade unions are weak and have not done much for their workers. Privileges and benefits are limited. On the whole, the state of affairs is unsatisfactory and calls for drastic improvement". I have quoted at length from these two reports as they give a vivid picture of the conditions that have prevailed in the press industry in Bombay City between 1934 and 1943. I have viewed the various demands in the background of these conditions.

10. Before dealing with the demands, I must state the method that was adopted at the hearing in dealing with each of the demands and the method I have adopted in giving my award on them. As already stated each of the first 26 demands is common against each of the ten Companies mentioned in the Schedule to the Order of Reference, and there are four additional demands against the Bombay Chronicle Co. Ltd. and the Bombay Samachar Co. Ltd. At the hearing the same arguments were adopted by the Union in support of each of the general demands against each of the Companies, where the arguments were

based on the general principles involved in the demands. The Companies opposed these demands more on principle than for financial reasons. The following are such general demands:—

Demand No.	Subj'ct.
(1) 1	... Recognition of the Union.
(2) 2	... Union Shop.
(3) 5	... Leave.
(4) 6	... Holidays.
(5) 9	... Pension.
(6) 11	... Grace Time.
(7) 12	... Full Compensation.
(8) 13	... Promotions.
(9) 14	... Permanency.
(10) 15	... Service Records.
(11) 16	... Information on Pay Slips and Envelopes.
(12) 17	... Monthly Record Tickets.
(13) 18	... Notices, Memos, Forms, etc.
(14) 19	... Benefits.
(15) 20	... Out-door Allowance.
(16) 21	... Rules.
(17) 22	... No Contract Labour.
(18) 23	... Lien on the Jco.
(19) 25	... Termination of Service.
(20) 26	... General Saving Clause.

✓ 11. Of the remaining demands, Demands Nos. 3 and 24 relate to wages. For reasons already stated and as argued by both parties the revised wage scales I have fixed are the minimum occupational wages for each category, and the same are, therefore, necessarily common to all presses.

12. With regard to demand No. 4 relating to dearness allowance, though I have fixed a common rate of dearness allowance, I have discussed separately the case of each Company, as at present different methods of payment of dearness allowance prevail in each Company. With regard to demand Nos. 7 and 8 (Provident Fund and Gratuity) as they depend upon the financial capacity of each Company to meet the same and as the Provident Fund Rules of such of the Companies as have Provident Funds at present are different, these demands are discussed separately for each Company.

13. With regard to demand No. 9 (Pension), the Union at the hearing stated that it was not claiming it in addition to the demands for Provident Fund and Gratuity, but only where only one of the two demands was granted and as I am not satisfied that a case for a scheme for Pension was made out against any one Company, I have discussed this question generally and the demand is rejected against all the Companies.

14. Demand No. 10 is a demand for Bonus and since it is dependent upon the profits made by each Company and its financial capacity to meet the same, it has necessarily to be discussed separately. I shall now deal with the general demands stated above.

15. *Demand No. 1.—Recognition of the Union.*—The Union claims that the Tribunal should make an award directing each of these Companies to recognise the Bombay Press Employees' Union as the sole representative Union of their employees and further direct that any action affecting the employees should be taken and any question pertaining to them should be settled in consultation with the Union. The Union argues that it is the largest and most representative Union of the employees in the printing industry in Bombay City. The Union has furnished the figures of its membership in respect of each of these ten Companies, from which it is clear that it has the largest membership from amongst the employees of these 10 presses. The Union, arguing on the analogy of the Bombay Industrial Relations Act of 1946 (XI of 1947) claims that it fulfils the qualification of 15 per cent. membership out of the total number of employees in the industry and, therefore, urges that it should be recognized as a representative union for the press industry in Bombay. It further argues that the majority of the Companies involved in this adjudication have negotiatory relationship with the Union and they have even entered into agreements with the Union. It attributes the present discontent prevalent in the industry to the deliberate policy on the part of employers not to recognize and deal with the accredited representatives of the employees. It argues that since trade unionism has come to stay as an integral part of the industrial life of this country, it is incumbent on the employers voluntarily to accord recognition to labour organizations and thereby help the cause of friendly relations between employers and employees.

16. Each of these ten Companies has opposed this demand. They argue that since the provisions of the Bombay Industrial Relations Act of 1946 have not been extended to the press industry, this Union should not be given the status and the rights and privileges which a representative Union has been granted under that Act. They challenged the Union's representative capacity and demanded detailed particulars of its membership and when the same were furnished it was found that this Union has the largest membership among the employees of each of the presses concerned in this adjudication, except Company No. 7 (Sanj Vartaman). However, in the matter of recognition of trade unions the Central Government has now amended the provisions of the Indian Trade Unions' Act of 1926 by the Trade Unions' Amendment Act, 1947. The amending Act has been passed by the Indian Dominion Legislature and received the assent of the Governor General on 20th December 1947. Under clause 2 of Section 1 of the said Act, the Act is to come into force on such date as the Central Government, by notification in the official Gazette, may appoint. It is expected that the notification will be issued at an early date. Section 28-E of the amended Act enables

a trade union which has applied for recognition to the employer and failed to obtain it to apply to the Labour Court for recognition. The Union has argued that since Government has not enforced the provisions of Section 28-E of the Trade Unions Amendment Act of 1947, and has not set up the necessary machinery of Labour Courts, to whom the Union could, on the failure of the employer to recognize the Union, apply for recognition of the Union, its demand is justified. The Union has argued that it is competent to the Tribunal to direct the employers to recognize any particular trade union as a representative union particularly as the necessary legislation for that purpose has been passed by the Legislature but the workers are denied the benefits of the legislation for want of notification by Government enforcing the same. The Union has relied upon the award of the Industrial Tribunal of Calcutta in the industrial dispute between the employers of 169 printing presses of Calcutta and Howrah (hereinafter referred to as the "Calcutta Award")—*West Bengal Government Gazette*, dated 25th May 1948—where the learned Tribunal directed the Companies to recognize the Press Employees' Association of Calcutta provided the majority of the workmen were members of that Association because the Owners' Association had agreed to recognize the Employees' Association. However, a similar demand made by this Union against the Ravi Udaya Vijaya Photo Litho Offset Works, Ghatkopar (A.J. IT. 18 of 1949, *Bombay Government Gazette*, Part I-L, dated 5th May 1949, Page 102) has been rejected by me mainly on the ground that since the necessary legislation amending the Indian Trade Unions Act and making a provision for compulsory recognition of unions of employees has been given statutory recognition, it would be out of place for a Tribunal to make an award directing any set of employers to recognize any particular union as a representative union of its workmen. The demand is, therefore, rejected against each of the 10 Companies mentioned in the Schedule.

17. *Demand No. 2—Union Shop.*—The Union in its statement of claim (Ex. A) has argued that it has put forward this demand to maintain a measure of solidarity among the workmen. The demand is made with a view to prevent employers from disrupting the workers by privately indulging in such malpractices as that of giving higher wages to non-union members. Recognition of union shop would also prevent employers from discriminating between union and non-union employees and coercing and forcing workers to resign from their unions. The Union argues that under the scheme of union shop demanded by it, the employer would be at perfect liberty to engage any person in his service but he should not be allowed to be retained in service after a period of three months unless he has, in the meantime, become a member of the Union, Mr. Kavalekar, learned Counsel for the Union, stated that what the Union wanted was the preferential union shop. In order to understand what is a preferential union shop, it is necessary first to understand the difference between the open and closed shops. The Union has relied upon F. Howard Patterson's "Special Aspects of Industry" which

explains (Pages 370 and 371) that an open shop is one in which both union and non-union men may be employed and a closed shop is one which employs only union members, and hence it has been termed the union shop. The closed shop may be operated by either the open or the closed union. In the closed shop with the open union, the employer may hire employees on any wages, but if he employs non-union men the latter must join the union after he begins work. The closed shop with the open union is known as the preferential union shop and that is the type of union shop which the present Union wants the Tribunal to award.

18. There is yet another form of closed shop and that is the closed shop with a closed union, in which the employer may employ only men who are members of the union. The management's power to discharge a workman as well as the power to hire him is limited. The closed shop with the closed union is the labour monopoly which is difficult to defend. It is an autocracy of labour which discriminates against capable workmen who are not members of their unions, entrance in which is sometimes difficult and often expensive. On the other hand the open shop has its disadvantages too inasmuch as in practice it has been closed to union men, i.e., the employer would privately or secretly employ only non-union men. Certain employers profess to maintain the open shop, but a careful inspection revealed that union men were not entitled at all or only when non-union men were not available union men were discriminated against promotion and other matters. The open shop which was free from any discrimination against union men was rare. This has been one of the strongest arguments against the so-called open shop which was frequently a closed shop, i.e., closed to union members, sympathizers and organizers. For these reasons open shop has often been called a non-union shop. If the union shop is recognized, the Union argues that the need for anti-union activities on the part of employers would disappear. Mr. Joglekar, who represented another Union of the employees of Company No. 7 (The Sanj Vartaman), however, on principle opposed the recognition of the principle of union shop. Thus there is no unanimity even amongst the two unions appearing in these proceedings with regard to this demand.

19. All the Companies have opposed this demand and in their respective written statements argued that they are not prepared to dictate to their employees whether they should join or they should refrain from becoming members of this or any other union of their employees. They argue that if they were to do so, it would be tantamount to an encroachment on the workmen's right to join the union of their choice. They want a state of affairs where employees would be free to join any union to which they wish to belong or if they so desire to remain away from every union. I am afraid before a demand for union shop can be granted against employers in India it is necessary to have a stronger trade union movement in the country than there is at present. More than a strong trade union movement the workmen will have to be educated and trained

to understand the different kinds of union shops. I am afraid neither the Indian employer nor the Indian workman is so advanced. The demand if granted might lead to misunderstanding and confusion and result in more harm being done to workmen than the advantages they would secure. In the circumstances the demand is rejected against each of the 10 Companies.

20. *Demand No. 3 and 24—Wage Scales and Scales of Pay for Lino Operators.*—The Union demands that in consultation with it all occupations should be properly standardised and the duties of each of them should be precisely defined. The occupations should be classified into unskilled, semi-skilled and skilled. The present wage structure should be thoroughly revised and the monthly rates of wages should be fixed on the following basis :

Category.	Minimum starting salary.			Annual increment.			Maximum.		
	Rs.	a.	p.	Rs.	a.	p.	Rs.	a.	p.
Unskilled ...	45	0	0	3	8	0	80	0	0
Semi-skilled ...	60	0	0	5	0	0	110	0	0
Skilled (lowest grade)	80	0	0	7	0	0	150	0	0

21. By sub-demands 3 (d) and (e) the Union wants that the revised scales of wages should be given retrospective effect from 1st January 1947 and the present wages should be adjusted into the new wage scales prescribed on point to point basis. Under demand No. 24 the Union demands that the present practice of paying Lino Operators on piece-rate basis should be done away with wherever it still exists and that Lino Operators should be granted fixed monthly scales of pay. As this demand is for wages of a certain class of workmen, I think it proper to deal with it along with demand No. 3. At the hearing also both parties argued this demand along with demand No. 3. These are the two most important demands, the consideration of which occupied the major portion of the time involved in the enquiry. Matters were complicated by the fact that all the presses involved in this dispute are not of the same category. Of these 10 presses, 8 are mainly newspaper presses and the remaining two are job presses. Some of the newspaper presses also do job work. The newspaper presses print dailies and weeklies in different languages such as English, Marathi, Gujarati and Hindi. All the newspaper presses, except the VISHVAMITRA, the Hindi daily, are large presses employing about a 100 workmen and one of them (States Peoples' Ltd.—Jannabhoomi Group) employs as many as 350 workmen. Because of the different types of presses represented in this enquiry the categories of employees also differ and much of the time of the enquiry was devoted to ascertaining the different categories of employees that exist in these presses, their classification into skilled, semi-skilled and unskilled groups and in determining the proper wage scale to be fixed for each category. After all the presses had been visited, the Companies and the Union filed an agreed list of the various categories of occupations in the newspaper presses (Exhibit 45). Later both parties filed another

statement (Ex. 45-A) showing the agreed categories in the 2 job presses, involved in this enquiry, namely G. Claridge & Co. Ltd. and the British India Press. This was more or less an agreed list subject to certain objections which were urged by the Union.

22. With regard to Ex. 45, there was a difference of opinion between the Companies and the Union with regard to the test to be applied for classifying compositors in the Hand Composing department into Grades 2 and 3. The parties were also not agreed with regard to the designation to be assigned to item No. 3 in the Machine Department. I have after weighing all the arguments urged before me, come to the conclusion that these workmen should be called Rotary Assistants in preference to Machine Minders or Machinemen. The parties were also not agreed with regard to items Nos. 2 and 4 in the Hand Composing Department. I think there should be one class of foreman and assistant foreman in the Hand Composing Department. Parties were also not agreed as to the classification of the various occupations into skilled, semi-skilled and unskilled categories. The Union filed a statement (Ex. 47-A) showing the classification of the various occupations as suggested by the Company and the classification which the Union wanted. In the same exhibit I have added the classification as recommended by Mr. Ramu. In the statement showing the wage scales ultimately fixed by me I have stated the classification which I have awarded to each occupation. I might here say that I do not agree with the contention of the Companies urged before me in all seriousness that the majority of the occupations in the press industry are unskilled. The majority of the occupations in the press industry as a whole call for some degree of skill and dexterity. I might also state that there is no uniformity of designations used and the wage scales paid in the various presses. An employee doing the same type of work is designated and paid differently in the different presses. In fixing the designations, the statement filed by each Company and the nature of the work being done by employees in each Company has been taken into account.

23. After these various categories had been agreed to, the Union filed a statement (Ex. 50) stating the scales of pay which the Union demanded for each category of employees. The statement relates to as many as 87 categories of employees. To this the Companies filed a counter-statement showing the occupational designations and the scales of pay offered by the managements (Exhibits 54 and 54-A). This was subject to the capacity of each Company to pay. This was filed by Mr. Gagrath on behalf of each of the Companies which he represented. The learned Attorneys representing the remaining three Companies (Company Nos. 3, 9 and 10) also offered the same scales of pay on behalf of each of these Companies. Thus all the Companies have agreed to the occupational designations shown in Exhibits 54 and 54-A and are prepared to pay the wage scales to each category as offered therein.

24. However, the Companies have stated that the scale of pay offered is subject to the capacity to pay and on the basis of a week of 48 working hours, as provided for in the Factories Act. I do not think either of these two conditions are justified. As the wage scales to be fixed are to be the minimum occupational wages the question of capacity to pay cannot be taken into consideration. With regard to the hours of work most of the presses are working on a basis of 42 hours in the week, with proportionate overtime payment up to 48 hours in the week and thereafter at the rate provided for in the Factories Act, 1948. It must be remembered that before the Monani Committee the hours of work and payment for overtime were unanimously agreed to on the basis stated above. The wage scales I have awarded are on the above basis. In the Calcutta award also the hours of work were fixed at 42 in the week. All the presses will, therefore, have to adjust payment on the basis of a 42 hours week and payment for overtime shall also be on the basis stated above.

25. In determining the wage scales which I have awarded, I have taken into account the wage scales prevailing at present in certain presses—some of them not concerned in the present adjudication—shown in a comparative statement (Exhibit 51) filed by the Companies; the wage scales being paid for the same kind of work in the Government Central Press, Bombay, as revised upon the recommendation of the Industrial Enquiry Committee (See Labour Intelligence, March 1949, page 15 to 19), the wage scales fixed under the Calcutta Award and the skill and strain involved in the work. I may state that at the hearing all parties were agreed that the wage scale to be fixed for each category should be the minimum occupation wage. The capacity of the concern to pay the same, therefore, does not enter into consideration. This position was accepted by all the parties. Since these are the minimum occupational wages the same should apply to all the Companies and it is not necessary to discuss demand Nos. 3 and 24 separately in respect of each Company. In the statement which I give below, I have shown the occupational designations, the wage scales demanded by the Union (Exhibit 50), the wage scales offered by the Companies (Exhibits 54 and 54-A) and the wage scales and classification which I have awarded.

NEWSPAPER PRINTING PRESSES.

Agreed Occupations.	Wage scales demanded		Wage scales offered		Wage scales		Classification awarded.
	by the Union (Ex. 50).		by the Companies (Ex. 54).		awarded.		
	Rs.		Rs.		Rs.		
I COMPOSING DEPARTMENT—							
<i>(a) Hand Composing—</i>							
1. Foreman ...	200—10—300 (Advt.)	225—10—325 (News)	160—10—200	175—10—225	...	...	Skilled.
2. Assistant Foreman ...	150—10—250 (Advt.)	175—10—275 (News)	135—5—155	150—5—175	...	...	Skilled.
3. <i>Compositors—</i>							
Grade I ...	120—5—170	...	110—5—130	120—5—150	...	...	Skilled (Parties agreed).
Grade II ...	95—5—145	...	70—4—106	80—5—115	...	...	Skilled.
Grade III ...	80—5—95	...	40—3—67	60—4—80	...	...	Skilled.
4. Proof Puller ...	50—5—100	...	30—1—50	40—2—60	...	...	Semi-skilled.
5. Imposer (Job Peon) ...	80—5—130	...	50—4—130	60—5—130	...	...	Skilled.
<i>(b) Mechanical Composing—</i>							
<i>(1) Lino Department—</i>							
1. Lino Type Mechanic ...	275—25—400	...	100—5—150	125—10—225	...	...	Skilled.
2. Lino Type Operator—							
Grade A ...	275—25—400	...	230—10—280	230—10—300	...	...	(Grade I) Skilled.
Grade B ...	225—20—400	...	160—10—280	160—10—220	...	...	(Grade II) Skilled.
Grade C ...	200—15—400	...	100—10—150	100—10—150	...	...	(Grade III) Skilled.
Grade D ...	150—15—400	...	...	...	...	...	...

NEWSPAPER PRINTING PRESSES—*contd.*

Agreed Occupations.	Wage scales demanded by the Union (Ex. 50).	Wage scales offered by the Companies (Ex. 54).	Wage scales awarded.	Classification awarded.
	Rs.	Rs.	Rs.	
<i>(ii) Mono Department—</i>				
1. Mono Mechanic ...	175—10—275	75—5—125	125—10—225	Skilled.
2. Mono Key Board Operator ...	125—10—225	150—10—200 I } 100—5—145 II } 60—4—96 III }	150—10—220 ... 100—5—145 ... 75—5—100 ...	(Grade I) Skilled (Parties (Grade II) Skilled agreed.) (Grade III) Skilled.
3. Mono-Caster ...	80—7—150	40—3—100	75—5—150	Skilled.
II READING DEPARTMENT—				
1. Head Reader ...	150—10—250	125—5—175	125—10—225	} Clerical.
2. Reader ...	80—7—150	60—4—120	75—5—150	
3. Copyholder (Eng. Newspapers only).	60—5—75	45—1—60	60—5—75	
III MACHINE DEPARTMENT—III (a) (i)				
<i>(Stereo Rotary)—</i>				
1. Foreman ...	300—25—500	150—10—200	225—15—300— E.B.—25—450	Highly skilled.
2. Assistant Foreman ...	200—10—300	100—5—145	150—10—250	Skilled.
3. Rotary Assistant (Machine-men; Machine-minders).	100—10—200	45—5—90	60—5—100	Skilled.
III STEREO CASTING DEPARTMENT—				
<i>(a) (ii)</i>				
1. Stereo Typer ...	80—7—150	45—5—90	60—5—120	Skilled.
2. Stereo Caster ...	80—5—130	35—3—65	60—5—120	Skilled.

III FLATBED ROTARY—								
(b) 1. Foreman	...	200—10—300	...	120—10—180	...	175—10—225	...	Skilled.
2. Pressman	...	100—10—200	...	60—5—110	...	75—5—175	...	Skilled.
III (c) CYLINDER MACHINE DEPARTMENT—								
1. Foreman	..	200—10—300	..	110—10—160	..	175—10—225	..	Skilled.
2. Pressman—								
Grade A	..	100—10—200	..	65—5—100	..	80—5—150	..	(Grade A) Skilled.
Grade B	..	80—5—100	..	45—3—60	..	60—5—75	..	(Grade B) Skilled.
III (d) TREADLE—								
Treadleman—								
Grade A	..	95—5—145	..	60—5—100	..	75—5—120	..	(Grade A) Skilled.
Grade B	..	80—3½—160	..	40—3—55	..	45—3—75	..	(Grade B) Skilled.
IV BINDING DEPARTMENT—								
1. Muccadam								
	..	60—5—110	..	65—5—100	..	65—5—100	..	Skilled.
2. Folder & Packer								
	..	45—3½—80	..	35—3—60	..	40—2—60	..	Semi-skilled.
V STEREO CASTING DEPARTMENT—								
1. Metal or Sterio Caster								
	..	60—5—110	..	35—3—65	..	45—3—75	..	Semi-skilled (as demanded by the Union).
2. Mounter								
	..	80—5—130	..	40—3—70	..	60—3—75	..	Skilled.
VI TYPE CASTING DEPARTMENT—								
1. Type Caster								
	..	80—5—130	..	35—2—65	..	60—3—75	..	Skilled.
2. Foreman (Casting & Stereo)								
	..	...	..	70—5—100	..	90—5—120	..	Skilled.
VII BALLERS—								
Grade I—								
(a) Rotary and	..	} 70—5—120	..	A40—2—60	..	} 40—2—60	..	Semi-skilled.
(b) Lino Baller	..							
(c) Letter Press Feeder and	..							
(d) Type-Cutter	..		} 60—5—110		..		B30—1—37	
Grade II—								
Ordinary Baller	..	45—3½—80	..	30—1—60	..	30—2—60	..	Un-skilled (parties agreed).

NEWSPAPER PRINTING PRESSES—*contd.*

Agreed Occupations.	Wage scales demanded by the Union (Ex. 50).	Wage scales offered by the Companies (Ex. 54).	Wage scales awarded.	Classification awarded.
	Rs.	Rs.	Rs.	
VIII MISCELLANEOUS DEPARTMENT—				
1. Electrician ..	100—10—200	75—5—150 (Qualified to take charge).	75—5—175	.. Skilled.
2. Wireman ..	70—5—95	50—2—60	60—3—75	.. Semi-skilled (parties agreed).
3. Lorry Driver ..	80—5—130	60—5—100	75—5—100	.. Skilled.
4. Lorry Cleaner ..	45—3½—80	30—1—60	30—2—60	..
5. Watchman ..	45—3½—80	40—1—60	40—2—60	..
6. Sweeper ..	45—3½—80	20—1—50 (Part time)	20—1½—50	.. (Part time)
✓ 7. Peon ..	45—3½—80	If full time. 20—1—50	30—2—60 30—2—60	.. (Full time.)
SUPPLEMENTAL—				
1. Storekeeper ..	60—5—110	50—5—100	60—5—110	.. } Clerical.
2. Time Keeper ..	80—5—130	40—1—80	60—5—110	.. }
3. Carpenter ..	80—5—130	35—2—55	60—3—90	.. Skilled.
4. Roller Maker ..	60—5—110	35—2—55	45—3—75	.. Semi-skilled (as demanded by the Union).
HAND COMPOSING DEPARTMENT I (a)—				
Distributor ..	60—5—110	35—1—45	45—3—60	.. Semi-skilled.
CYLINDER MACHINE DEPARTMENT III (c)—				
Assistant Foreman ..	150—10—250	85—3—100	85—5—150	.. Skilled.
TREADLE III (d)—				
1. Foreman ..	125—10—225	110—5—160	120—10—200	.. Skilled.
2. Assistant Foreman ..	100—7—170	85—3—110	85—5—120	.. Skilled.

IX LITHO DEPARTMENT—

1. Foreman	.. ..	250—10—350	.. ..	130—10—200	.. ..	175—10—225	..	Skilled.
2. Assistant Foreman	.. ..	200—10—300	.. ..	90—5—120	.. ..	150—5—175	..	Skilled.
3. Head Artist	.. ..	175—10—275	.. ..	100—10—200	.. ..	150—10—200	..	Skilled.
4. Artist	.. ..	150—10—250	.. ..	80—5—100	.. ..	100—10—170	..	Skilled.
5. Draughtsman	.. ..	125—10—225	.. ..	Not offered	.. ..	100—10—170	..	Skilled.
6. Toueher	.. ..	80—7—150	.. ..	40—3—70	.. ..	75—5—120	..	Skilled.
7. Assistant Toucher	.. ..	60—5—110	.. ..	34—2—60	.. ..	45—3—75	..	Semi-skilled.
8. Transfer Printer	.. ..	100—7—170	.. ..	40—3—70	.. ..	75—5—120	..	Skilled.
9. Assistant Transfer Printer	... ..	70—5—100	... ..	3—2—60	... ..	60—3—75	...	Skilled.
10. Copy Paster	... ..	125—10—225	... ..	34—2—60	... ..	60—3—75	...	Skilled.
11. Grinding Machineman	... ..	50—5—100	... ..	34—2—60	... ..	45—3—75	...	Semi-skilled.
Grinder	... ..	Not stated	... ..	30—1—60	... ..	30—2—60	...	Un-skilled.
12. Varnisher	... ..	60—5—110	... ..	34—2—60	... ..	45—3—75	...	Semi-skilled.
13. Offset Printer	... ..	150—10—250	... ..	90—5—120	... ..	100—5—150	...	Skilled.
14. Offset Feeder	... ..	60—5—110	... ..	40—2—60	... ..	4—3—75	...	Semi-skilled.
15. Flatbed Printer	... ..	125—10—225	... ..	85—5—110	... ..	100—5—150	...	Skilled.
16. Flatbed Feeder	... ..	60—5—110	... ..	40—2—60	... ..	45—3—75	...	Semi-skilled.

JOB PRINTING PRESSES.

Agreed Occupations.	Wage scales demanded by the Union (Ex. 50).	Wage scales offered by the Companies (Ex. 54).	Wage scales awarded	Classification awarded.
	Rs.	Rs.	Rs.	
X. BINDING DEPARTMENT—				
1. Foreman or Head Binder ...	200—10—300	90—10—150	150—10—200	Skilled.
2. Assistant Foreman...	125—7½—200	75—5—100	85—5—150	Skilled.
3. Binders—				
(A) Full ...	90—5—140	65—3—80	75—5—100	Skilled.
(B) Half ...	80—5—130	57—2—67	60—3—75	Skilled.
(C) Quarter ...	70—5—80	35—2—55	45—3—60	Semi-skilled.
4. Helper or Binding Boy ...	60—5—70	20—1—30	30—2—60	Un-skilled.
5. Cutter ...	100—5—150	0—2—60	60—3—75	Skilled.
6. Paste Maker ...	45—3½—80	20—1—30	30—2—60	Un-skilled.
7. Gilder ...	100—5—150	40—2—60	60—3—75	Skilled.
8. Folding Machineman	60—5—110	50—2—70	60—3—75	Skilled.
Hand Folder ...	45—3½—80	30—1—60	45—3—60	Semi-skilled.
9. Ruling Machineman	80—5—130	40—2—60	60—5—100	Skilled.
Ruling Machine Feeder ...	60—5—110	35—1—60	45—3—60	Semi-skilled. (Parties agreed).
10. Head Checker ...	60—5—110	40—2—60	45—3—75	Semi-skilled. (Parties agreed).
Checker ...	45—3½—80	30—1—60	30—2—60	Un-skilled.
11. Wire Stitcher or Perforator ...	60—5—110	30—1—60	45—3—75	Semi-skilled (as demanded by the Union).

12.	Numberer	...	...	70-5-120	...	30-1-60	...	45-3-75	...	Semi-skilled (as demanded by the Union).
13.	Counter	...	...	45-3½-80	...	30-1-60	...	30-2-60	...	Un-skilled. (Parties agreed).
14.	Binding Clerk	...	...	70-5-120	...	40-4-60	...	60-5-110	...	Clerical.
XI. BOX DEPARTMENT—										
1.	Foreman	...	...	200-10-300	...	55-5-80	...	100-10-150	...	Skilled.
	Assistant Foreman	...	...	100-10-200	...	40-3-55	...	75-5-100	...	Skilled.
2.	Machineman (Puncher, Scorer, Binder).	...	...	100-7-170	...	35-1-60	...	60-3-75	...	Skilled.
3.	Cutter	...	...	100-7-170	...	30-1-60	...	60-3-75	...	Skilled.
4.	Paster	...	...	45-3½-80	...	30-1-60	...	30-2-60	...	Un-skilled. (Parties agreed).
XII MISCELLANEOUS DEPARTMENT—										
1.	Store Keeper	...	...	60-5-110	...	50-5-100	...	60-5-110	...	Clerical.
2.	Time Keeper	...	...	80-5-130	...	40-4-80	...	60-5-110	...	Clerical.
3.	Carpenter	...	...	80-5-130	...	35-2-55	...	60-3-90	...	Skilled.
4.	Roller Maker	...	...	60-5-110	...	35-2-55	...	45-3-75	...	Skilled.
5.	Clerk	...	...	60-5-110	...	40-4-80	...	60-5-110	...	Clerical.
6.	Foreman (Despatch)	...	.....	.....	...	40-4-80	...	90-5-110	...	Skilled.
7.	Assistant Foreman (Despatch)	...	.....	.....	...	35-2-55	...	60-5-90	...	Skilled.

TEST FOR HAND COMPOSITORS.

GRADE III— *English Types*: 1,000—1,200 corrected ens per hour.*Gujarati*: Akhand Types: 850 corrected ens per hour.*Gujarati*: Non-Akhand or Mono Types: 575 corrected ens per hour.*Marathi and Hindi*: Akhand Types: 800 corrected ens per hour.*Marathi and Hindi*: Non-Akhand or Mono-Types: 500 corrected ens per hour.

GRADE II—English between 1,200 to 1,500 corrected ens per hour.

Gujarati: Akhand Types: 1,000 to 1,150 corrected ens per hour.

Gujarati: Non-Akhand or Mono Types: 650 to 750 corrected ens per hour.

Marathi and Hindi: Akhand Types: 900 to 1,050 corrected ens per hour.

Marathi and Hindi: Non-Akhand or Mono Types: 550 to 650 corrected ens per hour.

GRADE I—Experienced Hand Compositors who do job advertisement and display work and page making or whose speed in composing is higher than that fixed for Grade II compositors.

LINO OPERATORS.

(a) *Newspaper Presses—for solid matter.*

Grade III—an hourly outturn of 5,000 (five thousand) corrected ens in English at an average of 30,000 ens per day of 7 hours.

Grade II—an hourly outturn of 7,000 corrected ens in English at an average of at least 42,000 ens per day of 7 hours.

Grade I—an hourly outturn of 9,000 (nine thousand) corrected ens in English at an average of 54,000 ens per day of 7 hours.

(b) *For Job work in Newspaper Presses and work in Job Presses.*

Grade III—4,500 corrected ens an hour at an average of 27,000 ens per day of 7 hours.

Grade II—6,000 corrected ens an hour at an average of 36,000 ens per day of 7 hours.

Grade I—7,000 corrected ens per hour at an average of 42,000 ens per day of 7 hours.

MONO TYPE OPERATORS.

Grade III—A Monotype Keyboard Operator in Grade III must be able to give an hourly outturn of 6,000 corrected ens in English at an average of 36,000 ens per day of seven hours, or 4,500 corrected ens in vernacular at an average of 27,000 corrected ens per day of 7 hours.

Grade II—A Monotype Keyboard Operator in Grade II must be able to give an hourly outturn of 8,000 corrected ens in English at an average of 48,000 corrected ens per day of 7 hours or 6,250 corrected ens in vernacular at an average of 37,500 ens per day of 7 hours.

Grade I—A Monotype Keyboard Operator in Grade I must be able to give an hourly outturn of 9,000 corrected ens in English at an average of 57,000 ens per day of 7 hours, or 8,500 corrected ens in vernacular at an average of 51,000 ens per day of 7 hours.

26. I have had the benefit of Mr. Ramu's opinion upon the classification and the wage scales I have fixed and it is after several lengthy discussions with him that I finally decided upon the wage scales and classifications which I have awarded. It must, however, be clearly understood that if any employee in any of the ten presses is at present getting a higher basic wage or is in a better wage scale than is awarded herein, he shall continue to be paid that wage in that scale.

27. With regard to the test for Grade II and Grade III hand compositors, different tests have been fixed for composing work in English, Gujarati (Akhand and non-Akhand), Marathi and Hindi (Akhand and non-Akhand) types. As regards hand composing in Arabic types for Urdu and Arabic printing matter. I was told at the hearing that the speed test for gradation of the compositors in those languages should be the same as for Hindi. Therefore, compositors doing composing work in Urdu or Arabic should be classified and paid for according to the grades fixed for compositors in Hindi language.

28. As regards Lino Operators, I have fixed monthly scales of pay for them. No doubt in the "Times of India" there is a system of payment on the basis of the number of lines a Lino operator composes with a minimum guaranteed daily payment for each grade. But it has not been possible to work out such a system here. In the Press Industry as a whole the piece-work system is being done away with and I think better system is to provide monthly salary scales with 3 grades of efficiency. In fixing the grades for Lino operators, I have made a difference in the speed test for the three grades of lino operators in newspaper presses doing only composing of news matter, i.e. solid matter, and in respect of lino operators doing job work in newspaper presses and work in job presses. For Monotype Operators also three grades have been fixed with different speed tests for English and Vernacular types. For monotype operators it was not thought necessary to fix separate speed tests for operators in Marathi, Gujarati, Hindi, Arabic and Urdu. There will be only separate speed tests for monotype key-board operators producing English or vernacular types.

29. With regard to the demand for precisely defining the duties of each occupation, I find that the Union, though it has made a demand, has not satisfactorily defined the duties of each occupation. Mr. Gagrat, learned Attorney for most of the Companies, has made an effort at defining the duties of each category in Ex. 47. The Companies at the hearing, however, stoutly opposed any watertight division or definition of duties of employees in printing presses. They argued that it would be impossible to work a printing press if the duties of each employee therein were to be rigidly fixed. For a printing press can only work efficiently and in a business like manner if there is co-operation and co-ordination in the duties of the various employees in each department. Without that it would be impossible to run a press efficiently and in a workmanlike manner. I have witnessed the work in printing presses and I am considerably impressed by the reasonableness of this contention. If by defining in precise terms the duties of each category

of employees the Union wants that every employees should only do the duties of his particular category and no other duties, then it is quite possible that the smooth, quick and efficient working of a press would become an impossibility. However, the Union having failed to submit even a bare outline of the duties of each category, I am afraid it has not justified this demand. However, the duties of each category of employees is fairly generally well understood. The only danger is that some Companies might be tempted to give a lower occupational designation to a workman doing work of a higher designation and the Union likewise might be tempted to claim a higher occupational designation. After the award is published each press will have to fix each of its employees in the various occupational designations under the award. Under the terms of reference I am not called upon to assign to each workman in each of the presses the occupational designation to which he belongs. Each press will have to do that after my award is published. I sincerely trust that all the Companies and the Union will co-operate in a spirit of accommodation in fixing the present employees in their proper occupational designations.

30. By demand No. 3 (e) the Union demands that the revised scales of wages should be given retrospective effect from 1st January 1947. The Union argues that in the press industry in general the workmen have in the past few years received inadequate basic salary and that if the enhanced wage scales prescribed under this award are granted with retrospective effect from 1st January 1947 it would help to make up for the low rate of basic salary paid to the workmen at least during the period since 1st January 1947.

31. All the Companies have strenuously opposed this demand and their learned Attorneys have argued that it is not within the powers of the Tribunal to grant the new wage scales with retrospective effect from a date earlier than the date of the reference of the dispute to adjudication. Mr. Gagrat, learned Attorney for the majority of the Companies in this adjudication, has further argued that in any event if the revised wage scales for whatever reasons are not made operative with retrospective effect from 1st January 1947 as demanded, then they cannot be made operative from any date other than the date from which the award is enforced by Government under sub-section (3) of section 15 of the Industrial Disputes Act of 1947 (XIV of 1947). With regard to the first point, there is nothing in the Act by which an award on any demand cannot be made operative from a date earlier than the date under which the dispute has been referred to adjudication. Industrial Tribunals have held that as long as disputes have been raised after the coming into operation of the Act there is no limit to the date from which retrospective effect can be granted to the award on any demand. In this adjudication the demand has specifically been made that retrospective effect should be granted to the award from 1st January 1947. The same point was raised in the High Court of Bombay in Miscellaneous Application No. 13 of 1949 in the matter of the Bombay Garage Ltd. (Petitioners) and the Industrial Tribunal, Bombay (Respondents). In that case the award of the Industrial Tribunal was challenged on th

ground that dearness allowance had been granted to the workers with retrospective effect from 1st January 1947, although the award was published on 20th November 1948. It was contended by the petitioners that it was not competent to the respondent to award any dearness allowance for a period prior to the date of the award and inasmuch as under section 19(3) of the Industrial Disputes Act the award is binding and remains in operation for such period not exceeding one year fixed by the Provincial Government. The contention was that if a benefit is conferred on the workers by the award which relates to some period prior to the date of the award such benefits should accrue to the workers for a period of one year. On these points Mr. Justice Tendolkar held "In my opinion there is no substance whatever in this contention. The award comes into operation, after a declaration by the Provincial Government under section 15 that it shall come into operation; but the benefits conferred by the award may well relate to any period prior to the award, e.g. it is quite obvious that in respect of claims or disputes relating to gratuity or bonus it must of necessity relate to prior service. I have no doubt, therefore, that the Respondent had ample jurisdiction to confer any benefit on the workmen for a period prior to the award provided such dispute is referred to the Respondent's adjudication. In the present case, dearness allowance as from the 1st of January 1947 was specifically referred to the Respondent; and in my opinion the Respondent had jurisdiction to grant such dearness allowance. Were the law otherwise, it would lead to very startling results. A claim for dearness allowance must of necessity take some time before it is adjudicated upon; and if the Respondent was to have no jurisdiction to grant the claim as of the date when it was made, the workers would, of necessity, lose all their claim to dearness allowance prior to the date on which the award was made. In my opinion such is not the law." Following with great respect this judgment I have no hesitation in holding that I have the power to grant this demand with retrospective effect from 1st January 1947 as demanded by the workmen. I also feel that there is no force in Mr. Gagrat's contention that even if I decide not to grant the scales of wages from 1st January 1947 I cannot grant it from any other date except the date on which the award is enforced by the order of Government under section 15 (3). I have already stated in several previous awards that in deciding from what date a particular award should be made operative, it is necessary to find out the date when the demand in question was first made. The demand for increase in basic wages was made on all the Companies by the Union by its letter dated 1st April 1948. Some time must be allowed to an employer after the demand has been made to enable him to make up his mind on the demand made upon him. The reference to adjudication is dated 11th June 1948. Since the reference to adjudication followed soon after the demand was made I think the reasonable and proper date from which the new rate for basic wages should be made operative would be some convenient date after the reference to adjudication. I think that date should be 1st July 1948. I, therefore, award that the new scales of wages awarded herein should be granted with retrospective effect from 1st July 1948.

32. By demand No. 3 (d) the Union wants that the adjustment of the present wages into the revised wage scales prescribed under this award should be granted on a point to point basis. Such a method of adjustment is invariably demanded by Unions and the same has as a rule been rejected by Tribunals as being unreasonable. I think the method of adjustment awarded by Mr. Harshidbhai V. Divatia, former President of the Industrial Court, in the dispute between Greaves Cotton and Crompton Parkinson Ltd., and the workmen employed under it (1948, I. C. R., Bombay, Page 233) is a fair one and should be followed in these proceedings. I, therefore, direct that the present basic wages of the workmen should be adjusted into the new wage scales prescribed on the following principles with effect from 1st July 1948 :

ADJUSTMENT

For less than 1 year's service ...	No increment in the revised scale.
For service of one complete year.	One increment in the revised scale.
For service of more than two years and less than 4 years.	Two increments in the revised scale.
For service of more than 4 years	Three increments in the revised scale.

These increments should be added to their existing salaries. It is true that some of the employees may have come very near the maximum. In their case the adjustment will not take them above the maximum of the grade. Those who may be getting more than the maximum will continue to get the same and their salaries will not be reduced. After these increments are granted the employee shall be stepped upto the nearest increase in the revised scale if the amount of salaries with the increments as added above falls short of that amount in the graded step. After the salaries are adjusted no employee will be staggered and he will continue to get future annual increments.

33. I further award that the Companies shall make fresh calculations on the basis of this award and the amounts thus due to the workmen shall be paid within two months of the publication of this award in the Official Gazette.

34. *Demand No. 5—Leave—Demand No. 5 (a) to 5 (c)—Privilege, Casual and Sick Leaves.*—The Union demands that every employee should be entitled to privilege leave of 30 days with pay and dearness allowance in the year, to be calculated on the basis of two days per month and 6 days at the end of the year. It further claims that such leave should be available in proportion to the service rendered. The Union further demands 15 days' sick leave and 10 days' casual leave in the year with pay and dearness allowance. It further claims that if no leave is available the employee should be entitled to one month's leave without pay per year of service. Any leave enjoyed during the year should be counted towards service during that year. Under Demand

No. 6 the Union further demands that employees should be granted 15 days' holidays in the year with pay and dearness allowance, the list of the holidays to be drawn up in consultation with the Union.

35. There is no uniformity with regard to the period of leave and the conditions upon which the same is granted amongst the ten presses involved in this adjudication. However, Companies 1 and 2 are granting leave of 30 days in the year under what has now come to be known as the Cama formula. Under that formula leave of 2 days for each month with an addition of six days at the end of the year, making a total of 30 days' leave is granted to which are added 9 public and sectional holidays as distinct from Sundays, the limit to accumulation of leave being 72 days. The Union evidently agreed to this and this had been embodied in the agreement dated 23rd June 1947 entered into by the Union with Companies 1 and 2. The question was, however, re-opened before the Monani Committee where the Union contended that the 30 days' leave provided for under the Cama formula related only to privilege leave and the Companies argued that it was inclusive of all leave, sick and casual with the result that no agreement could be reached and this demand was, therefore, referred to adjudication. The Companies have vehemently opposed this demand, and have argued that as the workmen in printing presses are governed by the Factories Act they should not be entitled to privilege leave of more than 15 days in the year. Under Section 79 of the Factories Act, 1948 privilege leave of one day for every 20 days worked in the year has been provided for and accumulation thereof is allowed for two years. The Union on the other hand has argued that these being monthly paid workmen they should be granted a month's privilege leave and additional sick and casual leave as demanded by it. Mr. C. C. Shah, learned Solicitor for Cos. Nos. 3 and 10 [the Express Newspapers Ltd., and the Indian National Press (Bombay) Ltd.,] at the hearing said that a total leave of 45 days in the year might be granted, made up of 30 days' privilege and casual leave and 15 days' sick leave. But Mr. Shah did not make clear whether the sick leave should be on full or half pay and what should be the other terms governing the same. However, all the Companies have pleaded that there should be uniformity in the amount of leave to be granted to the employees of printing presses in Bombay City. The companies in opposing this demand have pointed out that under the "Times of India" agreement a total leave, inclusive of sick and casual leave, of 30 days and 9 days' sectional and general holidays (as distinct from Sundays) in the year, are provided for the press workers. Accumulation is granted for 72 days. The Companies pointed out that in actual practice, the Companies are granting additional sick leave in deserving cases. The Companies have also pointed out that in the Calcutta Award, the privilege leave of 15 days with accumulation for 45 days, casual leave for 7 days with no accumulation and sick leave of ten days in the year with a maximum of 6 months in the entire service is provided for. The Companies also relied upon several awards made in respect of engineering and industrial concerns wherein privilege leave of only 15 days in the year has been granted. The Union on the other

hand has relied upon several other awards in respect of engineering and industrial concerns where privilege leave of 30 days in the year has been awarded to the monthly paid staff in addition to sick leave and casual leave. After a careful consideration of all the arguments advanced by both the parties and of all the awards cited by them, I feel that a satisfactory solution of this controversy would be to retain the present 30 days' leave in the year and to grant an additional 7 days' sick leave in the year on full pay and dearness allowance. The 30 days' leave shall be allowed to be accumulated up to 90 days and not 72 days only as at present. I, therefore, award that these Companies shall grant 30 days' leave in the year inclusive of casual leave on the basis of 2 days in the month plus six days at the end of the year with the right to accumulate such leave for 90 days. As regards sick leave, I award 7 days in the year on full pay and dearness allowance on the terms and conditions awarded by the learned Industrial Tribunal, Mr. K. C. Sen in his award in the dispute between the United Motors (India) Ltd., and the workmen employed under it. (1949, I. C. R., Bombay, Page 253).

The terms and conditions are the following :—

1. The rule must be that in cases of application for sick leave for a period which would make the total period of such leave longer than 7 days during the year, the applicant must first exhaust all the privilege leave due to him and then, if necessary, draw on the accumulation of sick leave which he has made.

2. Ordinarily sick leave should be granted only on the production of a medical certificate, but for temporary absence for a day owing to sickness, a medical certificate should not be insisted upon.

3. Sick leave shall be allowed to be accumulated up to 6 years, i.e. 42 days.

4. During the entire period of service of an employee, sick leave shall not be taken for more than six months.

I have granted accumulation of privilege leave and sick leave though no demand for the same has been made, as accumulation of leave is a consequential relief upon fixation of the quantum of leave to be granted. This was done in the Award of the dispute between Richardson & Cruddas and its workmen (A.J. I.T. No. 5 of 1947, *Bombay Government Gazette*, Part I, dated 16th June 1948).

36. *Demand No. 5 (d)*.—Since Leave of 30 days in the year has been granted on the basis of 2 days in each month plus 6 days at the end of the year as provided for in the Cama Formula, this demand does not survive.

37. *Demand No. 5 (e)*.—The Union demands that if no leave with pay is available the employee should be entitled to one month's leave without pay per year of service. In his award in A.J. I.T. 10 of 1947, (Alcock Ashdown & Co. Ltd., and its workmen) Mr. D. G. Kamerkar, the learned Industrial Tribunal, has observed that in an industrial concern it is not desirable to have long periods of leave as it affects its efficient

working. The Union has referred to the case of Company No. 3, Express Newspapers Ltd. which grants extraordinary leave of six months in the entire period of service. However, I do not feel the Union has justified the claim for such extraordinary leave and the same is therefore rejected.

38. *Demand No. 6—Holidays.*—The Union demands that employees of the various presses should be granted every year 15 holidays with pay and dearness allowance, and that the list of such holidays should be drawn up in consultation with the Union. The Companies have opposed this demand. However, I find that Companies 1 and 2, the Bombay Chronicle Co. Ltd., and the Bombay Samachar Co. Ltd., under an agreement with the Union are providing for 9 holidays in the year with full pay and dearness allowance. The highest number of holidays granted by Company No. 6, the Vishvamitra which grants as many as 15 holidays in the year. Company No. 4, the Vande Mataram grants 12 holidays in the year and if a workman is called for work on a holiday he is paid double wages. The majority of the Companies, however, grant 9 holidays in the year. Company No. 10, the Indian National Press (Bombay) Ltd., used to grant 9 holidays and has increased the list by a further 2 days. Companies 1 and 2 grant 9 holidays in the year but no provision is made for grant of holidays on Independence Day and Mahatma Gandhi's Death Anniversary Day. However, my attention has been drawn to the award of the learned Industrial Tribunal, Mr. K. C. Sen, in the dispute between Nanu's Brass Works, Bombay, and the workmen employed under it (*Bombay Government Gazette*, Part I, dated 1st October 1948) wherein 10 holidays in the year on full pay and dearness allowance were granted. The Union in its agreements with the Companies agreed to 9 days in the year but since then two days in the year have come to be observed as national holidays, namely Mahatma Gandhi's Death Anniversary Day and Independence Day. I, therefore, award that each press shall allow its workmen 11 days' holidays in the year on full pay and dearness allowance, out of which two shall be on Independence Day and Mahatma Gandhi's Death Anniversary Day. Each press should in consultation with its workmen fix which days should be allowed as holidays to members of each community. Employees called for duty on holidays should be paid double their wages. Since some of the presses before me are newspaper presses, which do not observe holidays except on a few days in the year when newspapers are not published, I direct that employees not belonging to the community for whom the public or sectional holiday may be meant shall when called upon by the Companies attend to their duties. This will facilitate the working of the presses on all public holidays.

39. *Demand No. 11—Grace Time.*—The Union demands that every employee should be given a margin of 15 minutes in case he comes late for work and arrival after 15 minutes should be dealt with according to rules to be framed in consultation with the Union. The Union argues that the present transport difficulties prevailing in the city justify this concession and claims that rules regarding late attendance should

provide for proportionate deduction in wages for attendance after expiry of the grace time and upto a limit of 1½ hours. The Union pleads that the rules should be uniform in all the concerns.

40. All the Companies have objected to this demand and have argued that if granted it would encourage unpunctuality and result in workmen making it a daily practice of being late by 15 minutes.

41. I find, that a similar demand made against Caltex India Ltd. by the workmen employed under it (1949 I. C. R., Bombay, page 510) was granted by the learned Tribunal Mr. P. S. Bakhle, who took into consideration the fact that the Company did not provide residential accommodation for its workmen at installations and many of them had to walk over a long distance. He emphasised that the grace time was allowed as a matter of grace or indulgence and not as a matter of right and uttered a warning that if an employee were to claim the grace time habitually, he would certainly be guilty of misconduct. I find that in the draft Model Standing Orders published by the Government of Bombay (*Bombay Government Gazette*, Part IV-A, dated 22nd July 1948, page 312) provision has been made to the following effect by Standing Order No. 11 :—

“Workmen attending late shall be liable to be shut out and shall be treated as absent provided no workmen who attends within 15 minutes of the starting time shall be shut out”.

However, all the presses involved in this dispute are centrally situated and are easily accessible by bus and tram service. Therefore, the consideration that weighed with the learned Tribunal in granting 15 minutes grace time in the Caltex Co.'s dispute is absent in the case of these Companies. In the Calcutta Award, only 5 minutes grace time was granted. I therefore direct that the Company should make a similar provision as made in the Government Model Standing Order No. 11 but the grace time to be provided for shall be only 5 minutes. I must, however, emphasise that the Company should be entitled to treat habitual late coming as misconduct on the part of the workmen.

42. *Demand No. 12—Full Compensation.*—The Union demands that in case of injury full pay and dearness allowance should be paid to the injured worker for the total period of his absence. The Union in its statement of claim (Ex. 1) has argued that the Workmen's Compensation Act of 1923 provides for compensation at the rate of half the monthly salary for the period of absence due to injury after deducting the first 7 days. According to the Union this provision is inadequate. The Union demands that for the entire period of absence resulting from injury the worker should be paid full wages and dearness allowance. The Union has relied upon the awards in the cases of Messrs. Richardson & Cruddas, Alcock Ashdown & Co. Ltd., and Mazagaon Docks Ltd.

43. The Companies have argued that they follow the provisions of the Workmen's Compensation Act of 1923 under which there is no

provision for grant of any compensation during the first 7 days of absence and thereafter for the remaining period of absence compensation at half the monthly wages is paid. The position of the Companies seems to be that while in actual practice they grant compensation even for the first 7 days they do want to reserve to themselves the discretion and the right to decide each case upon considerations of length of service and the work put in by the employee concerned. I find from an examination of the awards in the three Engineering concerns cited by Mr. Khadilkar for the Union that Messrs. Richardson and Cruddas were following the practice of paying compensation during the waiting period for the first 7 days of the injury leave at half the basic wage and dearness allowance. However, as Messrs. Alcock Ashdown & Co. Ltd., another engineering concern, which had a dispute with its workmen at about the same time, had expressed its willingness to pay full wages also for the first 7 days of the injury leave, the learned Tribunal granted the demand stating that it was appropriate that Companies engaged in the same trade and industry should have a uniform practice in the matter of wages, benefits and concessions. For similar reasons in the dispute between the Mazagaon Docks Ltd., and their workmen, the same learned Tribunal increased the allowance of Re. 1 per day which the Company was paying as compensation to full wages for the waiting period of the first 7 days. However, in A.J. IT 12 of 1947 (dispute between the Tata Oil Mills Co. Ltd., and the workmen employed under it, 1948 L.C.R., Bombay, page 262, the learned Tribunal rejected a similar demand of the workmen in that Company. The Company was making an ex gratia payment of 50 per cent. of the basic wage and dearness allowance even during the waiting period of the first seven days and the demand there was that the Company should pay full wages and allowances for the full period an employee had to remain absent from duty on account of accidents suffered by him in the course of duty. The learned Tribunal in rejecting the demand of the Union observed, "In my opinion the Company should not be made to pay anything in addition to what it has been already paying to its employees hitherto. As the benefit and right to it is a creation of Statute any advance thereof should be advisedly left to the Legislature." Mr. Gagrat has realised upon this latter award. With utmost respect, I beg to differ from the principle laid down in this latter award. Tribunals have by their awards been consistently making advances upon the benefits and rights conferred by statutes and the most common instance thereof is in the matter of the grant of all kinds of leave in excess of the provisions for the same contained in such statutes as the Factories Act, 1948 and the Bombay Shops Act. The same learned Tribunal in its awards in the dispute between Mazagaon Docks Ltd. and Messrs. Richardson & Cruddas and the workmen employed under them awarded an increase in the compensation, which these Companies were paying during the first seven days, which in itself was in excess of the compensation payable under the provisions of the Workmen's Compensation Act, and awarded compensation during the first 7 days of absence on

the basis of full pay and dearness allowance. I am of the opinion that the demand made by the Union for grant of compensation for the waiting period of the first 7 days is justified. I, therefore, direct that during the period of the first seven days of absence of the workmen due to injury suffered whilst on duty the workmen shall be paid full pay and dearness allowance. The award on this demand shall take effect from the date of publication of this award in the official Gazette. This award shall apply to all the companies under reference.

44. *Demand No. 13—Promotions.*—The Union demands that no recruitment should be made to any post except at the lowest scale and all other vacancies should be filled by automatic promotions from the next junior cadre. The Union argues in support of this demand that this would provide an opportunity for an employee of the lower grade to rise to higher grades and provide a system of automatic internal promotions. The Union, however, conceded that it did not rule out the possibility that occasions might arise when it may be necessary to fill a post requiring technical knowledge an special skill from outside for want of suitable personnel from among its staff. The Union relied upon the remarks in the Rege Committee's report that in the press industry promotions are generally discretionary, arbitrary and unsatisfactory. The Union has, argued that because of the absence of any system of trade tests, there is a danger of promotions being granted more on grounds of favouritism than on merits.

45. The Companies have opposed the demand and have argued that in actual practice promotions are granted from among the existing staff and very rarely is an outsider brought in. It was, however, argued that the employer has the right to decide whether a particular workman is deserving of promotion or not. The Companies have argued that there is no substantial grievance with regard to this demand and the Union has also conceded that in actual practice there is no grievance on this score. The Companies have relied upon the award of the learned Industrial Tribunal in the dispute between Greaves Cotton & Co. Ltd., and its workmen (1948 I. C. R., Bombay, page 223) where the learned Tribunal rejected a similar demand as no substantial grievance was pointed out. I am afraid this demand, if granted, would completely deprive an employer of any liberty to employ an outsider to any vacancy and would eliminate all considerations of efficiency and ability, as under it all promotions would have to be made automatically on the basis of seniority of service. The demand is, therefore, rejected. The award shall apply to all the ten companies under reference.

46. *Demand No. 14—Permanency.*—The Union demands that all employees should be made permanent after two months' service and should be entitled to all privileges. The Union in support of this demand has argued that as on confirmation the employees become entitled to certain privileges and amenities, the probationary period should not exceed two months which in any case was a sufficiently long period within which the employer could judge the capacity

and suitability of the workman for the work for which he was engaged. The Union relies upon the fact that in the textile industry in Bombay, a probationary period of three months is provided for. The Union further relies on the Draft Standing Orders published in the *Bombay Government Gazette*, Part IV-A, dated 22nd July 1948, page 314. It also states that in the rules of the Central Government the probationary period provided for is of three months.

47. The Companies in their written statements have objected to the demand and have stated that the period after which probationers should be made permanent should be left to the sole discretion of the management and that the demand, if awarded, would interfere with the internal management and efficient working of the presses. The Companies have objected to a comparison being made between this industry and the textile industry.

48. It has, however, to be remembered that in the agreement entered into by Companies Nos. 1 and 2 with the Union dated 23rd June 1947, the Companies agreed that all employees other than apprentices shall be made permanent after a probationary period not exceeding three months. There is a similar provision in the agreement with the Indian National Press (Bombay) Ltd. The Companies themselves have conceded this demand by agreeing to the same except that the probationary period to which they agreed was three months and not two as demanded herein. I, therefore, award that all workmen other than apprentices shall be deemed permanent after three months' probationary service after which they shall be entitled to all privileges granted to permanent employees. This Award shall apply to all the ten companies.

49. *Demand No. 15—Service Records.*—The Union demands that proper and correct service records of the employees should be maintained and the same should be open to inspection by Union officials. All remarks in the service record should be made in the presence of the employee concerned in his language and he should be made to countersign the remark. The Union has submitted that such a record, should contain details about his service together with the fines, warnings and suspensions imposed and the reasons thereof. The Union urges that the workmen should have access to the Service Records as knowledge of the remarks made therein would develop a sense of responsibility and discipline in them and would encourage them to correct themselves and become more efficient.

50. The Companies have opposed this demand on the ground that if granted, the practice would interfere with the internal management of the press. These two Companies submit that the right to make confidential remarks and endorsements about employees is a valuable right of employers. Being confidential remarks the employer has a right to deny the employees' inspection of the same. The Central Pay Commission considered this question and its observations thereon

are illuminating. Referring to the rule prevailing in the railways, the report states:—

“Such a record would be very necessary in the case of gazetted officers, but there is reason or justification for limiting it to them. To make this record fairly reliable the rules provide that the employee concerned should be informed of any adverse entries made therein and be given an opportunity for explanation. It has been complained before us that this rule is not always observed. We wish to emphasise the importance of following the rule if the official personal record is to be treated as a safe guide at all. The object of informing the employee may sometimes be to give him an opportunity to correct himself or to improve. If a case is capable of explanation, it is likely that after the explanation the Officer might not think fit to make an adverse entry at all. The removal of the unfavourable effect of an adverse entry once made is naturally more difficult, human nature being what it is. The mere privilege of an appeal against the adverse entry may not always be of great value.”

51. I think the purpose of the demand would be met if the employer is directed to give inspection of any adverse entry made against an employee in his record of service, and the workman is given the right of inspection of the same and to submit any explanation which he may desire to give. The Union demands that the Service Record containing the adverse notes should be open to inspection by the Union officials. As I have not granted the demand for the Union to be recognised as a representative Union this privilege cannot be granted to the Union officials. I direct that all the Companies should fulfil the directions given above and that this procedure should come into force from 1st January 1950. The Award shall apply to all the ten companies under reference.

52. *Demand No. 16—Information on Pay Slips and Envelopes.*
Demand No. 17—Monthly Record Ticket.—By these two demands the Union desires that certain detailed information with regard to the service of the workmen, leave, wages, overtime, dearness allowance and deductions made for Provident Fund, Credit Co-operative Society etc. should be shown on their monthly pay sheets and envelopes and that every employee should be given a monthly record ticket containing certain particulars.

53. The Companies have not seriously objected to these demands and the British India Press agreed to these demands being awarded. As these are printing presses it should not be difficult for them to print forms containing the particulars stated in these two demands. The demands, if granted, would, I feel, remove constant recurring small causes of misunderstanding between the employer and the employees. I, therefore, award these two demands of the Union against all the Companies in this adjudication. The awards should be implemented with effect from 1st January 1950.

54. *Demand No. 18—Notices, Memos, Forms, etc.*—The Union demands that all notices, orders or memos. should be issued in writing in Hindustani, Urdu or Marathi according to the language which the employee understands. The Union argues that communications to employees such as notices etc. should be in writing and in the language which the workmen understands as oral instructions result in misunderstanding. The Union further urges that forms for application for leave, and those relating to Provident Fund, gratuity, pension and retirement etc. should be printed in the language which the employee understands.

55. All the Companies have opposed this demand. I am afraid this is too general a demand. In all printing presses as in other Industrial concerns, it would be impossible to work the concern efficiently if all orders were to be reduced to writing. The first part of the demands, therefore, appears to me to be unjustified. The only order that I would be prepared to make is that the Companies should provide forms for applications for leave, Provident Fund, gratuity, retirement etc., in both English and Hindi (Devnagri script). I, therefore, direct all the Companies in this adjudication to follow the directions given above and put them into force with effect from 1st January 1950.

56. *Demand No. 19—Benefits. Demand No. 26—Existing rights.*—Demand Nos. 19 and 26 being similar will be dealt with together. Under demand No. 19 the Union wants that no employee should be deprived of any benefit of any of the schemes in force on account of his leaving the services voluntarily or if he is made to leave it by the management on any ground. Under demand No. 26 the Union demands that the Tribunal should award that nothing contained in the demands made by it should adversely affect or take away from any employee or group of employees any privileges, advantages, benefits and amenities already enjoyed by them. Both these demands are very general in their terms and a Tribunal cannot be expected to make an award on demands framed in general terms. A similar demand as Demand No. 19 herein in identical terms made in the dispute between the Standard Vacuum Oil Co. and its workmen (AJ-IT 24 of 1947) was rejected by the learned Tribunal, Mr. D. G. Kamerkar, on the ground that the demand was in vague terms and without concrete instances, and, therefore, it was not possible to judge the propriety or otherwise of such general provision (1948 I. C. R. Bombay, page 403). A demand similar to Demand No. 26 herein was rejected in the Industrial Disputes of Ronco Ltd., Pioneer Chromate Ltd., and General Motors India Ltd., on the ground that no award can be made either way on such general demands and that unless specific demands are made specific awards would not be possible and demand that are vague and general cannot be adjudicated upon. It is therefore not possible for me to make any awards on Demands Nos. 19 and 26.

57. *Demand No. 20—Outdoor Allowance.*—This is the only demand on which both parties seem to be agreed. The Union demands that in the case of employees who are assigned outdoor duties they should be paid

transport charges both ways and should also be paid a food allowance of Rs. 1-8-0 per day per head. Most of the Companies grant an outdoor allowance to their employees when they are sent out on outdoor duties and are away from office during lunch hours. All the Companies are agreeable to pay Rs. 1-8-0 per day per head by way of food allowance and also to pay transport charges both ways and I award accordingly. Payment of the allowance and out door charges to commence from 15th October 1949. This award shall apply to all the ten companies under reference.

58. *Demand No. 21—Rules.*—The Union demands that all rules pertaining to conditions of service, concessions, benefits, etc., should be framed in consultation with the Union. The Union in its statement of claim (Ex. 1) has argued that this demand follows upon the earlier demand No. 1 for the recognition of the Union and for a direction that any action affecting the employees should be taken and any questions pertaining to them should be settled in consultation with the Union. I have rejected demand No. 1. This demand would be covered by Standing Orders when framed and some of the questions relating to conditions of service and concessions and benefits would be dealt with by the Works Committees when formed. The Companies have opposed this demand. Mr. Joglekar appearing for a section of the employees of the Sanj Vartaman rightly pointed out that this demand could be covered by proper Standing Orders. I am afraid this demand too is very general in its terms. Having refused the demand for the recognition of the Union as a representative Union this demand is also rejected against all the Companies.

59. *Demand No. 22—No contract labour.*—The demand is that no employee should be employed through any contractor and all employees should be employed directly by the management. The Union in its statement of claim has argued that the demand was for the abolition of the system of employing persons through a contractor. The Union criticises the system of contract labour on the ground that it deprives workers of regulated conditions, benefits and concessions of employment. Labour employed through a contractor is generally exploited labour. The Union, therefore, insists that the employer should directly employ persons for any work he wants to be done in his press.

60. In most of the newspaper printing presses only very rarely is contract labour employed and that too for very short periods. There is no general practice in the newspapers presses to employ workmen through contractors. The Companies have, however, argued that under certain situations the employment of certain categories of workers through contractors become absolutely necessary. The managements should, therefore, be left at liberty to employ contract labour whenever necessary.

61. Out of these 10 presses before me only the two job presses, G. Claridge & Co. Ltd., and the British India Press, employ contract labour. In G. Claridge & Co. Ltd., the work of box making is entrusted to

a contractor who employs his own labour on the premises. In the British India Press for some months in the year contract labour is employed to do a particular type of binding and printing work. I find from the Rege Committee's Report on Labour Conditions in Printing Presses that contract labour forms a small fraction of the total strength of labour employed and is usually found in the binding department. As a rule labour is generally employed and paid direct. No information has been placed before me as to what wages are paid to labourers employed by the contractor and what their other conditions of work are. In the absence of such material the Union cannot justify this demand. The demand is therefore rejected against all the Companies.

62. *Demand No. 23—Lien on Job.*—The Union in support of this demand has argued in its statement of claim that the absence of a worker due to unavoidable circumstances or illness should not cause loss of his lien on the job for one year. The Union argues that if a worker remains absent for a prolonged period due to unavoidable circumstances or illness and loses his job as well in consequence, the loss of the job amounts to inflicting a double hardship on the employee for something over which he may have no control. If the absence is due to illness then a worker, who has lost his jobs as a result of the same, finds himself without a means of livelihood at the time when his need is the greatest.

63. All the Companies in their written statements have opposed this demand on the ground that whether a particular employee or a workman should be allowed to retain the lien on his job or not is a matter which should be left entirely to the discretion and decision of the management. I think there is some substance in the Union's contention that as sickness is the main cause of absenteeism in the press industry, if a workman who has been in the service of the Company for a long period is stricken by a long illness, it would be but fair to allow that workman to retain the lien on his job. I, therefore, feel that if an employee who has put in 10 years' service has, through reasons of sickness certified by a registered medical practitioner to apply for a six months' absence from duty, such absence should be granted without pay and the workman should be allowed to retain the lien on his job. Before availing himself of this leave, the workman should exhaust all the privilege and sick leave that may be standing to his credit. This Award shall apply to all the Companies and shall be brought into force with effect from 1st November 1949.

64. *Demand No. 25—Termination of service.*—The Union demands that employees should be given sufficient opportunity to improve their conduct before "severe action" is taken against them and their services should not be terminated without a proper charge sheet being served upon them and without holding an inquiry at which they should be given a chance to defend themselves by the Union officials.

65. The Companies have opposed this demand. A similar demand was made in the dispute between the Ravi Udaya Vijaya Photo Litho Offset Works, Ghatkopar, and the workmen employed under it

(AJ. IT 19 of 1949, *Bombay Government Gazette*, Part I, dated 5th May 1949) and I have made the following order thereon and I make the same order on this demand of the Union in respect of all the ten presses involved in this adjudication :—

(a) A workman may be warned or fined for any of the following acts and omission :

- (i) Disobedience,
- (ii) Carelessness,
- (iii) Negligence,
- (iv) Laziness,
- (v) Occasional breach of rules,
- (vi) Committing nuisance in the factory premises,
- (vii) Failure to observe safety instructions expressly given,
- (viii) Quarrelling.

(b) A workman may be suspended or dismissed without notice or compensation in lieu of notice, if he is found to be guilty of misconduct as defined below :—

- (i) Wilful insubordination or disobedience, whether alone or in combination with others, to any lawful and reasonable order of a superior officer.
- (ii) Theft, fraud or dishonesty in connection with the Company's business or property.
- (iii) Wilful damage to or loss of the Company's goods or property.
- (iv) Taking or giving bribes or any illegal gratifications.
- (v) Habitual absence without leave or absence without leave for more than 14 days at a time.
- (vi) Habitual late attendance.
- (vii) Habitual breach of any law appreciable to the factory, e.g., smoking in prohibited areas.
- (viii) Riotous or disorderly behaviour during working hours at the factory or any act subversive of discipline.
- (ix) Habitual negligence or neglect of work.
- (x) Frequent repetition of any act or omission referred to in paragraph (a) above.
- (xi) Striking work or inciting others to strike work in contravention of the provisions of any law or rule having the force of law.

(c) An order of suspension shall be in writing and may take effect immediately on delivery to the workmen. Such order shall set out in detail the alleged misconduct and the workmen shall be given an opportunity of explanation. If, on enquiry, the order is confirmed, the workman shall be deemed to have been absent from duty for the period of suspension and shall not be entitled to any emoluments for such period. If, however, the order is rescinded the workman shall be deemed to have been on duty during the period of suspension and shall be entitled to the same wages as he would have received if he had not been suspended.

(d) No order of dismissal shall be made unless the workman concerned is informed in writing of the alleged misconduct and is given an opportunity to explain the circumstances alleged against him. The order of dismissal for such offence must have the approval of the Manager or Proprietor or Managing Director who may institute independent enquiries before dealing with the charges against the workers.

(e) In awarding punishment under this standing order, the Management shall always take into account the gravity of the misconduct, the previous record, if any, of the workman and any other extenuating or aggravating circumstances that may exist. A copy of the order passed by the Manager shall be supplied to the workman concerned.

(f) The Company shall maintain a record containing details of such misconduct as above in respect of such a worker who is warned, suspended or dismissed and this shall be entered therein and the worker concerned shall be required to sign or put his left thumb impression against the entry.

66. I, therefore, award that the procedure prescribed above shall be followed by all the Companies concerned in this Adjudication before the services of an employee are terminated by any of them.

67. The award is directed to be submitted to Government. No order as to costs.

K. R. WAZKAR,
Secretary,
Bombay, 28th September 1949.

SALIM M. MERCHANT,
Industrial Tribunal.

BEFORE Mr. SALIM M. MERCHANT, INDUSTRIAL TRIBUNAL,
BOMBAY.

ADJUDICATION
AJ. IT 35 OF 1948

BETWEEN

1. The Bombay Chronicle Co. Ltd. (Company No. 1)
2. The Bombay-Samachar Co. Ltd. (Company No. 2)

AND

The Workmen respectively employed under them.

In the matter of industrial disputes regarding Recognition of the Union, Union Shop, Wages, Dearness Allowance, Leave, Holidays, Provident Fund, Gratuity, Pension, Bonus, etc. etc.

Mr. R. A. Gagratt, Solicitor of Messrs. Gagratt & Co., with Mr. M. A. Gagratt, instructed by Mr. M. N. Cama, Managing Director of the Bombay Chronicle Co. Ltd., and the Bombay Samachar Co. Ltd., for the Companies.

Mr. K. K. Khadilkar instructed by Mr. D. S. Nargolkar, Vice-President, and Mr. Vinayak Purohit, General Secretary, Bombay Press Employees' Union, for the Workmen.

AWARD.

PART I.

The cases of the Bombay Chronicle Co. Ltd., and the Bombay Samachar Co. Ltd. have been argued before me together. Both these Companies filed a common written statement signed by their common Managing Director, Mr. M. N. Cama. Both these Companies are private limited Companies. The Bombay Chronicle Co. Ltd., was formed on 10th November 1926 and the Bombay Samachar Co. Ltd. was incorporated on 16th April 1948. Mr. M. N. Cama, the Managing Director, purchased the holdings of these two Companies on 1st February 1933 since which day he has been the Managing Director of the said Companies. The Bombay Chronicle is one of the leading English morning dailies in the city and the Bombay Samachar occupies the premier position amongst the Gujarati dailies in the city. Under the able guidance of Mr. M. N. Cama, the present Managing Director of both these Companies, the Companies today are in a sound and flourishing financial condition and enjoy a high position and status in the newspaper industry in Bombay. The Bombay Chronicle Co. Ltd., employs over 183 workmen and the Bombay Samachar Co. Ltd. employs about 146 workmen in the press section only. I have already dealt with the leading part that Mr. Cama has taken in trying to bring about a settlement of the demands made by newspaper employees in Bombay against newspaper presses and of the leading part he played in the Cama Committee and before the Monani Committee. Both these Companies arrived at a joint agreement dated 23rd June 1947 with the Rashtriya Press Kamgar Sangh which then represented their workmen. Both these Companies were served with the same notice of demand dated 1st April 1948 by the Union. In addition to the 26 common demands made in this adjudication, the Union has made four additional demands against these Companies. It is not necessary to go into the history of the dispute as I have dealt with it in my opening remarks. I now proceed to discuss the demands.

2. *Demand No. 1—Recognition of Union.*—The demand is rejected for reasons stated in paragraphs 15 and 16 of the general part of the Award.

3. *Demand No. 2—Union Shop.*—The demand is rejected for reasons stated in paragraphs 17, 18 and 19 of the general part of the Award.

4. *Demand No. 3 and 24—Wage scales and Scales of pay for Lino Operators.*—I award that the wage scales prescribed in the general part of the Award shall apply with retrospective effect from 1st July 1948 to the workmen of these two Companies. The adjustment of the present salaries into the new wage scales prescribed shall be on the basis provided therein and the calculation and payment of the amounts due to the workmen of these two Companies shall be made in the manner and within the period as provided for in the general part of the Award.

5. *Demand No. 4—Dearness Allowance.*—The Union wants that every employee should be paid with effect from 1st January 1947 a dearness allowance of Rs. 40 per month or 40 per cent. of the monthly salary, whichever is higher. The Union in its statement of claim at paragraphs 13, 14 and 15 has argued that in the press industry in Bombay City, dearness allowance has been generally paid at a low and inadequate rate. It argues that since the demand was made in 1948 the cost of living index number for the working class in the city of Bombay has risen considerably. It argues that workmen in the textile mills and in the major industrial undertakings in the city are, as a result of the awards of the Industrial Court and Industrial Tribunals, being paid a higher minimum dearness allowance than what the Union has claimed. It supports the demand for a rate of dearness allowance based on percentage of the basic wage on the ground that such a rate ensures a fair compensation, to the higher paid employees whose standard of living is comparatively higher.

6. These two Companies have opposed this demand. They have pointed out in their written statement (Exhibits 1 and 2) that the Union by the agreement which it entered into with these two Companies on 23rd June 1947 (Annexure No. 1 to Exhibit 2) agreed to accept dearness allowance with effect from 1st April 1947 according to the following scale then in force in both these Companies :—

	Rs.	a.	p.
Up to Rs. 400 of basic salary	...	35	0 0
Between Rs. 401 and Rs. 799 of basic salary	...	40	0 0
Rs. 800 and over	...	75	0 0

7. These two Companies have urged the oft-repeated objection that increased wages and increased dearness allowances send up to spiral of the cost of living and have argued, "in the circumstances no employer can possibly guarantee to maintain wages and dearness allowances at a subsistence level." They have further argued that since the Union has by the agreement dated 23rd June 1947 accepted the present rate of dearness allowance paid by these Companies, it is not entitled to ask for any increase, much less with retrospective effect from 1st January 1947 as claimed. It will be seen that these two Companies, as all the rest of the other Companies, except Company No. 9, the British India Printing Press, are paying dearness allowance which is not

co-related to the cost of living index number. These two companies pay a fixed monthly amount which does not vary with the rise or fall in the cost of living index. At the hearing the Union argued that the Tribunal should formulate some scheme of dearness allowance linked with cost of living index and suggested for favourable consideration the method followed by Bennet Coleman & Co. Ltd., the Proprietors of the *Times of India* in computing the amount of dearness allowance to be paid. The system of paying dearness allowance in the *Times of India* is stated in Schedule B to the agreement arrived at between that Company and the Union of its workmen (Exhibit 28). Under that system the cost of living index number for Bombay City between 176 and 350 points is divided into 7 slabs of 25 points each. The minimum dearness allowance for each slab is fixed arbitrarily which is payable on the lowest salaried group—Group (a) for salary between Re. 1 to Rs. 99. The rest of the salary groups are:—

(b) Between Rs. 100 and Rs. 150.

(c) Between Rs. 151 and Rs. 200.

(d) Between Rs. 201 and Rs. 500.

For salary groups (b) to (d), dearness allowance is paid at percentage of salary in addition to the minimum amount of dearness allowance fixed. For salaries over Rs. 500 different scales of dearness allowance are fixed for married and single employees. Dearness allowance is also provided for pensioners. The cost of living index number groups are to be fixed upon the average of the cost of living index number for the last three months. Thus to take an illustration, on the cost of living index slab of 301 to 325 points, the following would be the dearness allowance paid to workmen drawing a salary between Re. 1 and Rs. 500:—

From Re. 1 to Rs. 99	...	The minimum:—Rs. 45 per month.
From Rs. 100 to Rs. 150	...	Rs. 45 plus 52 per cent. of the excess over Rs. 99, i.e., Rs. 71-8-0 on a salary of Rs. 150 per month.
From Rs. 151 to Rs. 200	...	Rs. 71-8-0 plus 47 per cent. of the excess over Rs. 150, i.e., Rs. 95 on a salary of Rs. 200 per month.
From Rs. 201 to Rs. 300	...	Rs. 95 plus 46 per cent. of the excess over Rs. 200, i.e., Rs. 141 on a salary of Rs. 300.
From Rs. 301 to Rs. 400	...	Rs. 141 plus 46 per cent. of the excess over Rs. 300 i.e., Rs. 187 on a salary of Rs. 400.
Between Rs. 401 and Rs. 500	...	Rs. 187 plus 46 per cent. of the excess over Rs. 300, i.e., Rs. 187 on a salary of Rs. 400.
Between Rs. 401 and Rs. 500	...	Rs. 187 plus 46 per cent. of the excess over Rs. 400, i.e., Rs. 233 on a salary of Rs. 500.
Over Rs. 500	...	46 per cent. for married men and 23 per cent. for bachelors.

8. These two Companies as all the other Companies before me have strenuously urged that the "Times of India's" rate of dearness allowance is far too liberal and one that none of the Companies in this adjudication can afford to pay as none of them can compare with the "Times of India" with regard to the extent of their business, organization, standing and capacity to pay. The Union has on the other hand argued that the demand for dearness allowance at the rate of 40 per cent. of the basic wage with a minimum of Rs. 40 per month was made by it at a time when the cost of living index number was not as high as it is today and that the cost of living index number having since risen considerably the minimum dearness allowance of Rs. 40 per month claimed by it is, at the present cost of living, inadequate and that it should, therefore, be permitted to enhance the demand. It has argued that an Industrial Tribunal has the power, in a fit and proper case, to award something more than what may have been demanded by the Union. I am afraid this contention of the Union cannot be sustained. An Industrial Tribunal, though it may not entertain technicalities when they come in the way of doing substantial justice, is all the same bound by the terms of the reference to it. The Union at the hearing wanted me to award a minimum dearness allowance at the rate of dearness allowance fixed by the Industrial Court for textile operatives in Bombay (Ref. 1, 4 and 5 of 1946, 1948 I. C. R., Bombay, page 47). This would be going beyond the terms of the demand and the reference and as such I have no hesitation in rejecting this plea of the Union. I, however, think that the minimum dearness allowance of Rs. 40 per month claimed by the Union is reasonable. In fact some of the Companies before me, who were paying a lower rate of dearness allowance than Rs. 40 per month, have, during the pendency of this adjudication, raised the minimum dearness allowance to Rs. 40 per month. Besides, most industrial concerns in Bombay are paying dearness allowance at the Bombay textile rate. The minimum of Rs. 40 claimed by the Union is substantially lower than the average monthly dearness allowance of Rs. 51 paid during 1948 to the textile workers in Bombay on the average cost of living index number of 303. The average index number for the last six months of 1949 is higher than the average index number for the year 1948 with the result that textile operatives in Bombay and employees in other engineering and industrial concerns, to whom dearness allowance is paid according to the textile rate, have, during the last six months, received higher dearness allowance than even Rs. 51 per month. Though I am satisfied that the Union's claim for a minimum dearness allowance of Rs. 40 per month is justified, I am not satisfied that its demand for 40 per cent. of the basic salary is justified. The employers have argued that dearness allowance at 40 per cent. of the salary would work out to a much higher figure than the rate at which dearness allowance is paid

to the employees in Government service in Bombay. The scales of dearness allowance as recently revised by the Government of Bombay payable to its employees in Bombay city are as follows :—

Basic Salary.	Dearness Allowance.
Rs. 1 to Rs. 50	Rs. 35 per month.
Rs. 51 to Rs. 100	Rs. 45 per month.
Rs. 101 to Rs. 150	Rs. 50 per month.
Rs. 151 to Rs. 200	Rs. 55 per month.
Rs. 201 to Rs. 250	Rs. 60 per month.
Rs. 251 to Rs. 300	Rs. 60 per month.
Rs. 301 to Rs. 500	Rs. 70 per month.
Rs. 501 to Rs. 750	Rs. 75 per month.

9. The Union has urged, and I think with justification, that the rate of dearness allowance in profit-making concerns should be higher than the dearness allowance paid in Government or semi-Government services where the profit motive is totally absent and has relied upon the reference in the Report of the Central Pay Commission about Government not being a model employer. It will, however, be noticed that employees getting Rs. 51 to Rs. 100 under Government service at present get a dearness allowance of Rs. 45 per month which is higher than the dearness allowance of Rs. 40 per month demanded by the Union for all employees drawing a salary of up to Rs. 100. The majority of the workmen in these presses will, even under the revised wage scales which I propose to fix, be drawing monthly salary of less than Rs. 150. I have also given due consideration to the various statements filed by these Companies showing the burden that would be imposed upon them if the demand of the Union were to be granted. The Companies have stressed before me that whatever be the rate of dearness allowance awarded by me they would have to pay their other staff not covered by this adjudication the same rate of dearness allowance if it is higher than the rate of dearness allowance at present in force.

10. These two Companies have laid special stress on this argument. Company 1, Bombay Chronicle Co. Ltd., has filed a statement (Ex. 82) showing that a total burden of Rs. 58,488 would be imposed upon it if dearness allowance were to be awarded at the enhanced rate demanded by the Union. Exhibit 82 shows that the total amount of dearness allowance at present paid by the Company amounts to Rs. 1,14,180 made up as follows :—

	Rs.
Annual Wages	89,460
Annual Salaries	24,720

Wages are in respect of workmen covered by this adjudication and salaries refer to those monthly paid staff who are not covered by this adjudication. The Company has shown that if the rate of dearness

allowance demanded by the Union were granted the dearness allowance to be paid would be increased to Rs. 1,72,668-0-0 as follows :—

				Rs.
Annual Wages	...	...	...	1,12,644
Annual Salaries	...	...	...	60,024

11. Company 2, Bombay Samachar Co. Ltd., has filed a similar statement (Ex. 82-A) which shows that if dearness allowance at the rate demanded were granted it would impose an additional burden of Rs. 43,020. The Company at present pays a total dearness allowance of Rs. 91,920 made up of—

				Rs.
Annual Wages	...	...	...	68,280
Annual Salaries	...	...	...	23,640

which would increase to—

				Rs.
Annual Wages	...	...	...	82,356
Annual Salaries	...	...	...	52,584

In this Company the increase in the dearness allowance in respect of workmen covered by this adjudication would amount to Rs. 14,076 whilst the increase in respect of salaried staff would amount to Rs. 28,944.

12. I think the Companies are justified in placing before the Tribunal the figures of the total burden that would be imposed upon them if as a consequence of an increase awarded to one section of the employees the other sections of the employees not covered by this adjudication would have to be granted the same increases. I have taken this aspect of the question into account. In the dispute between the Bombay Municipality and the sweepers and scavengers employed under it, the Municipality argued that whatever increase would be granted in the basic pay and in the dearness allowance to the sweepers would have to be granted by it to the remaining class IV employees and proportionate increases to other employees drawing higher salaries. I gave due consideration to this aspect in fixing the basic pay and dearness allowance for the sweepers (1948 L. C. R., Bombay, page 668). I have given due consideration to this submission of these Companies and have been considerably influenced by it in fixing the rate of dearness allowance which I have awarded. Taking into due consideration all the facts urged before me and all the materials placed at my disposal, I think the following rate of dearness allowance is a fair rate which should be adopted by all the Companies.

13. The scale of dearness allowance which I propose that these Companies should pay is as follows:—

Up to Rs. 100 ...	... Rs. 40 per month.
Rs. 101 to Rs. 150 ...	... Rs. 40 plus 30 per cent. of the salary between Rs. 100 and Rs. 150, i.e., Rs. 55 on a salary of Rs. 150 per month.
Rs. 151 to Rs. 200 ...	... Rs. 55 plus 25 per cent. of the salary between Rs. 151 and Rs. 200, i.e., Rs. 67-8-0 on a salary of Rs. 200 per month.
Rs. 201 to Rs. 400 ...	... Rs. 67-8-0 plus 20 per cent. of the salary between Rs. 201 and Rs. 400, i.e., Rs. 107-8-0 on a salary of Rs. 400 per month.
Rs. 400 and over ...	... Rs. 107-8-0 plus 10 per cent. of the salary between Rs. 401 and over per month.

14. With regard to the demand that the rate of dearness allowance awarded herein should be paid with retrospective effect from 1st January 1947, Mr. Gagrat and the other learned Solicitors appearing for the Companies have opposed the demand on the same grounds as they urged in opposing a similar demand with regard to the new wage scales prescribed under this award and for the same reasons as are stated therein I award that the new rate of dearness allowance prescribed above should be granted with retrospective effect from 1st July 1948. I further award that these 2 Companies should make fresh calculations on the basis of the dearness allowance awarded above for the period from 1st July 1948 and after deducting therefrom the actual amount of dearness allowance already paid to the workmen make payment of the arrears of dearness allowance thus due within 2 months from the date of the publication of this Award in the Official Gazette. The calculation should be made to the nearest anna, six pies and over being reckoned as one anna and less than 6 pies being omitted. Those employes of these 2 Companies who were in service for any period between 1st July 1948 and the date of publication of this award, but who are not in service on the date of payment of this amount, shall on their making a written application for the same within 3 months of the publication of this award in the Official Gazette, be paid the amounts due to them, within a month after the receipt of their applications by the Company concerned.

15. *Demand No. 5—Leave Demand No. 6—Holidays.*—I have already discussed these two demands in paragraphs 34 to 38 of the general part of the award and I direct that my award therein shall be implemented by these Companies.

16. *Demand No. 7—Provident Fund.*—The Union's demand is for a Provident Fund scheme with equal contribution by the employees and the Companies at the rate of 18 pies in the rupee. With regard to the conditions governing the Provident Fund scheme, the Union demands that an employee should be entitled to payment of the Company's contribution together with interest thereon after a membership period of five years. However, in the case of death, disability, retrenchment and termination of service due to reasons beyond his control, the members should be entitled to the Company's contribution with interest even before 5 years' service. The Union demands that the employees should be given adequate representation on the Board of Trustees of the Provident Fund through the Union.

17. In support of this demand the Union in its statement of claim (Ex. 1 and 2) has pointed out that in the Engineering Industry generally and in certain printing presses in Bombay, contribution to the Provident Fund is being made at the rate of 18 pies in the rupee. The Union argues that if the Company's contribution is made available to the employees after 5 years' service it would provide a check against an unscrupulous employer terminating the employees' services on frivolous grounds. The Union relies upon the model rules relating to provident fund for industrial employees framed by Government in which in cases where the employee resigns or leaves employment at his own request otherwise than by reason of superannuation on medical grounds the Trustees of the Provident Fund may, under rule 13 (ii-a) by a majority of two-thirds members, direct that deductions according to scales prescribed below shall be made from the amounts paid into the subscribers' account by the employer including interest accrued to the employer's contribution.

Subscribers of less than 3 years' standing—100 per cent.

Subscribers of more than three years' but less than six years' standing—50 per cent.

Subscribers of more than six years' but less than 9 years' standing—25 per cent.

Subscribers of 9 or more years' standing—*Nil*.

The Union also relied upon the provision in the said model rules by which under rule 2 (1) it is provided that the Provident Fund shall be administered by a Board of Trustees formed with an equal number of representatives of the employer and the subscribers.

18. Both these Companies have Provident Fund Schemes which came into effect from 1st January 1946 which are compulsory for workmen drawing a salary of Rs. 50 per month and over. The rate of contribution by the employee is 6½ per cent. of the monthly basic salary, i.e. 12 pies in the rupee with the Companies contributing an equal amount. The rules provide for an employee to be entitled to the Companies' contribution after 10 years' service. The rules also provide for equal representation of the workers on the Board of Trustees by

nomination by the Directors of the Companies of two of their representatives to be selected from a panel of 5 names to be suggested by the union or in the absence of one by the employees. Thus the demand for adequate representation on the Board of Trustees is already conceded under the present rules and the only recommendation I can make is that the same shall be continued. The agreement dated 23rd June 1947 with the Rashtriya Press Kamgar Sangh, which then represented the workmen, provides that the rate of contribution by the Companies shall be 16 pies in the rupee and the Companies shall contribute an equal amount. The Companies stated that they had carried out this part of the agreement by raising the rate of contribution to 16 pies in the rupee. With regard to the period of service after which an employee would be entitled to the Company's contribution to the Provident Fund the agreement provides for a period of 10 years, unless otherwise provided for under the rules of the Companies Provident Fund Scheme already in force.

19. The agreement further provided that any member voluntarily leaving the services of the Companies otherwise than by reason of ill-health, retrenchment or other causes beyond his control before serving a period of ten years shall be entitled only to the amount standing to his credit at the date of his leaving the Company in respect of his own contribution together with interest earned by his own contribution. The Provident Fund rules of the Companies already provide that the full amount of the employees' contribution and the Companies' contribution with interest shall be payable to an employee on retirement, resignation or discharge if he shall have served the Companies for a period of at least ten years after the 1st day of February 1933 or date of joining the service or if he shall have attained the age of 60 years, or if he shall have been duly certified by a medical authority recognised by the Trustees as incapacitated for further service, or if his services shall have been dispensed with in consequence of reduction or reorganisation of establishment, and not from any fault of his own, or if he dies before the stipulated period of service mentioned above. Thus the demand of the Union that a member should be entitled to the employer's contribution with interest, if any, before 5 years in the case of death, disability, retrenchment or termination of service due to reasons beyond his control is already conceded and the only recommendation I can make on this portion of the demand is that the Companies shall continue to keep this rule in force.

20. The Companies in their respective written statements have pointed out that their Provident Fund rules have been amended to comply with the terms of the agreement entered into with the Union on 23rd June 1947. The Companies say that the Provident Fund rules were framed after discussion with the representatives of the Union and the scheme has been introduced after obtaining the sanction of the Commissioner of Income Tax. The Companies, therefore, object to increasing the rate of contribution from the present rate of 8-1/3 per cent. i.e. 16 pies in the rupee to 18 pies in the rupee as demanded by the Union. The

Companies point out that in the *Times of India* the rate of contribution to the Provident Fund is 16 pies in the rupee and that the same rate has been awarded by Industrial Tribunals to employees of leading industrial and engineering concerns in Bombay such as Alcock Ashdown & Co., Mazagaon Docks Ltd., Tata Oil Mills Co. Ltd., etc. The Companies further point out that in the Calcutta award the rate of contribution awarded was only 12 pies in the rupee. I think the opposition of the Companies to increasing the rate of contribution to the Provident Fund beyond 16 pies in the rupee, (8-1/3 per cent.) is justified. The rate of contribution of 16 pies in the rupee (8-1/3 per cent.) is reasonable and the Union itself had agreed to the same by its agreement dated 23rd June 1947. I, therefore, recommend that the present rate of contribution of 16 pies in the rupee both by the members and the Companies shall be continued and shall be applied to all employees—even those drawing salary below Rs. 50 per month—and as such the demand of the Union for a compulsory contribution of 18 pies in the rupee is rejected.

21. The Union supports the demand that the members should be entitled to the Companies' contribution together with interest after a membership period of 5 years, by pointing out that under the model rules relating to Provident Fund for Industrial Workers framed by the Government, an employee who has put in more than three years but less than six years service would be entitled to 50 per cent. of the employer's contribution and an employee who has put in more than six but less than 9 years' service would be entitled to 75 per cent. of the employer's contribution and after 9 years to the full 100 per cent. of the employers' contribution. However, the Companies have pointed out that the Union having entered into an agreement on 23rd June 1947 agreeing to the workmen getting the Companies' contribution only after 10 years' service, they cannot be called upon to change the terms of the Provident Fund rules, so soon thereafter. On the other hand the Union points out that in the *Times of India* agreement a portion of the Company's contribution and interest thereon is made available to members even after a short period of 3 years' service on the following basis:—

After three years' continuous satisfactory service—25 per cent.

After 6 years' continuous satisfactory service—66-2/3 per cent.

After 9 years' continuous satisfactory service—100 per cent.

22. There are certain other printing presses in Bombay, some of them in this adjudication, in which the Company's full contribution is payable even after 5 years and these terms have been agreed to by some of these Companies in their agreements with the Union. However it is now a well settled principle that the minimum period of service to entitle an employee to claim the full amount of the employers' contribution must always be kept at a level below which it should not be open to an employee easily to leave one job and seek another. In the case of an employee who of his own free will leaves the services of the Company the period

of 5 years' service after which he would be entitled to the Company's full contribution appears to me to be too short. He should in that event be entitled to only a part of the Company's contribution. I think the fair system would be to allow payment to a member of the Company's contribution to the Provident Fund with interest thereon on the following basis:—

- Those who have put in service of between 5 and 7 years—
50 per cent
- Those who have put in service of between 7 and 10 years—75 per cent.
- Those who have put in over 10 years' service—100 per cent.

Since, however, all the beneficiaries under the Provident Fund scheme are not before me, whatever suggestions I make on this demand are only recommendatory in nature. I, therefore, recommend that these two companies should so amend their respective Provident Fund rules as to incorporate the recommendations made above by 1st January 1950. This intervening period will be necessary to make the necessary changes in the present Rules of the Provident Fund and getting the sanction of the Commissioner of Income Tax on the same.

23. *Demand No. 8—Gratuity.*—The Union demands that every employee should be paid gratuity after 5 years' service at the rate of one month's wages for each year of service with a minimum of six months' wages. Gratuity should be available to an employee before completion of 5 years' service in cases of death, disability, retrenchment and termination of service due to reasons beyond his control. The Union in its statement of claim has argued that gratuity has come to be regarded as an integral part of the terms of employment of an industrial worker. The Union argues that even in the event of death and disability the amount of gratuity should not be less than 6 months' wages irrespective of the length of service put in.

24. These two Companies have opposed this demand and in their written statements (Exhibits 1 and 2) have argued that gratuity is an ex-gratia payment and that, therefore, it is neither competent nor proper for the Union to make an Industrial Dispute over this demand. The Companies have contended that the payment is extraneous to the rules of service and the Companies were not prepared to treat it as an obligation on the part of the employer to pay it when the employees demand it as of right.

25. As observed by the learned Industrial Tribunal Mr. D. G. Kamekar, "the grant of gratuity in addition to Provident Fund has now been generally recognised as a very fair and desirable benefit to be conceded by an employer concerned to his employees" (A.J. IT 5 of 1947, 1948 I.C.R. Bombay, page 533). It is too late in the day for employers to argue that gratuity is an ex-gratia payment made by the employer out of the largeness of his heart and to deny that a demand for the payment of gratuity cannot be made a subject-matter

of an industrial dispute, as these companies have sought to do in this adjudication. I have not the least hesitation in holding that a demand for gratuity is a demand relating to the terms and conditions of employment and, therefore, it can certainly be made the subject matter of an industrial dispute. Companies that are well established and are in sound financial position cannot be allowed to refuse this claim of their workmen. These two Companies, I am satisfied, are in a sound and flourishing financial condition and can well afford to grant their workmen this desirable retirement benefit in addition to the Provident Fund. From the statements showing the financial condition of these two Companies since 1934, filed before me, I am more than satisfied that both these Companies can easily afford to grant this additional retirement benefit to their workmen. In fact both these Companies have already recognised the desirability of a form of gratuity inasmuch as they have in existence a scheme of gratuity known as the Deposit Scheme. These two Companies have filed a joint statement under the signature of their Managing Director (Ex. 2-B) wherein they state that after the liquidation of the old company, the Bombay Chronicle Co. Ltd. was formed on 10th November 1926 and the Bombay Samachar Co. Ltd. was incorporated on 16th April 1928. Mr. Cama purchased the holdings of these companies on 1st February 1933 since which date he has been the Managing Director of the said companies. In August 1945 these two companies introduced a Deposit Scheme whereby every employee of the two companies was to be paid multiple of his salary as on 31st December 1943 according to the number of years of service such employees had put in prior to August 1945 at the rate of one month's basic salary for every year of service put in by him less deduction by way of income tax. The first payment to the Deposit Scheme was made by the Company on 10th August 1945 at the rate of one-third of the total basic salary to be paid to the employees under the said scheme and the remaining two-thirds was paid on 1st August 1946 and such payments have been credited to the employees' deposit account. It was agreed that the amount standing to the credit of each employee would be paid to him on his retirement from service but in no event earlier than 1st August 1949 with interest thereon at the rate of 3 per cent. per annum till payment. As will be seen no part of the said deposit was paid or contributed by any employee. These two companies have, without prejudice to their contentions raised in the written statements, urged that in the event of the Tribunal awarding payment of gratuity the existence of the above-mentioned Deposit Scheme should be taken into account and the period of service during which the employee would get the benefit of the Deposit Scheme should be excluded from the computation of the period of service of the employees at the date of retirement and if the maximum period was satisfied then no further or other payments as and by way of gratuity should be awarded to such employees.

26. As will be seen the benefit of this Deposit Scheme goes only to those employees who at the date of formation of this scheme had served

these Companies between 1933 and 1945 and would not apply to employees who joined the Companies thereafter. The Deposit Scheme also differs from the usual scheme of gratuity inasmuch as it provides for payment in the maximum of only 12 months' wages and not of 15 months' wages as is usually granted in a scheme of gratuity. Besides the amount of gratuity to be paid is under this Deposit Scheme calculated at the salary of the employee as on 31st December 1943 and not on the date of his retirement.

27. As I have already stated both these Companies can well afford to frame schemes of gratuity. After due consideration I award that these two Companies shall pay gratuity on the following basis :—

(1) On the death of an employee while in the service of the Company or on his physical or mental disability to continue further in service—One month's salary or wages for each year of continuous service, subject to a maximum of 15 months' salary or wages to be paid to his heirs or assigns or to the disabled employee, as the case may be.

(2) On retirement or resignation of an employee after 15 years of continuous service—Fifteen months' salary or wages.

(3) On termination of services by the Company :—

(a) On completion of ten years of continuous service and over—One month's salary or wages for each completed year of service, but not more than 15 months' salary or wages.

(b) On completion of 9 years of continuous service—Seven months' salary or wages.

(c) On completion of eight years of continuous service—Six months' salary or wages.

(d) On completion of 7 years of continuous service—Five months' salary or wages.

(e) On completion of 5 years but less than 7 years of continuous service—Four months' salary or wages.

28. Gratuity shall not be payable to any employee who is dismissed for gross misconduct. Salary or wages for the purpose of calculating gratuity shall be the average salary or wages, exclusive of allowances, during the 12 months next previous to death, disability, retirement, resignation or termination, as the case may be. The Company may in its discretion grant gratuity in excess of the above. The Scheme of Gratuity awarded shall come into force on the date of the publication of this award in the official Gazette and all the past services of the present employees of these Companies shall be taken into account. Gratuity on the above basis shall be granted to all persons who ceased to be in the service of these Companies (except for gross misconduct) after the date of the reference of this dispute to adjudication, i.e., 11th June 1948. From the amount of gratuity to be paid to any workmen, the principal amount (without interest) credited to his account in the Deposit Scheme shall be deducted. If

the principal amount standing to the credit of any employee in the Deposit Scheme shall be higher than the amount to be paid to him under the above scheme of gratuity, he shall be paid the former amount only.

29. *Demand No. 9—Pension.*—The demand is that after completion of 20 years' service, every employee who desires to accept pension instead of gratuity should be entitled to pension at the rate of 50 per cent. of wages for 26 days for the daily rated and a month's wages for the monthly rated of the last month of his service provided that if he is declared unfit by qualified medical opinion he should be entitled to it after 10 years of service. As will be seen, the demand is with regard to those employees who would like to have pension instead of a lump sum gratuity paid to them on retirement. This demand, would, therefore, apply only against those Companies to whose workmen a scheme of gratuity is granted. Though this would be a desirable system of granting retirement benefit, this demand was not urged seriously at the hearing, because beyond reading the statement of claim no arguments were advanced in support of it. Pension at the rate of 50% of the last salary drawn is claimed after only 20 years' service whilst in Government service a pension of 50 per cent. of salary is not earned after so short a period of service. This demand is rejected against these two and all the rest of the Companies.

30. *Demand No. 10—Bonus.*—In paragraph 4 of the Companies' written statement (Ex. 1 and 2) it is stated as follows:—"both these Companies are sister companies and the printing and publishing of the aforesaid newspapers, (Bombay Chronicle, Bombay Sentinel, March and the Bombay Samachar) are done under one roof in the same building, and there has been interconnection between the workers of the said two companies and in view of that one written statement on both the Companies has been filed". The agreement dated 23rd June 1947 arrived at between these two Companies and their workmen as then represented by the Rashtriya Press-Kamgar Sangh was one agreement signed on behalf of both the Companies by their Common Managing Director, Mr. M. N. Cama. At the hearing too the cases of both these Companies were argued together. The written statement of the Companies on this demand is in absolutely identical terms. The Companies have also been paying bonuses identically since 1943 as will be seen from the following table:—

Bombay Chronicle Co., Ltd.

Year.			Bonus paid.
1943	...	...	...3 months' wages.
1944	...	...	...3 months' wages.
1945	...	...	...4 months' wages.
1946	...	...	...3 months' wages.
1947	...	...	...2½ months' wages.

Bombay Samachar Co. Ltd.

Year.	Bonus paid.
1943 ... ..	...3 months' wages.
1944 ... ..	...3 months' wages.
1945 ... ..	...4 months' wages.
1946 ... ..	...3 months' wages.
1947 ... ..	...2½ months' wages.

31. At the hearing on behalf of both the Companies it was urged that the half month's basic wage paid by both the Companies as provided for in clause (2) of the agreement on the question of wages should be treated as payment towards bonus. At the hearing, Mr. M. N. Cama stated that these two Companies were paying bonus without any relation to the actual profits made by the Companies in any year. Mr. Cama stated that bonus was being paid by these two Companies without reference to the profits of the previous year's working but in anticipation of the profits to be made in the current year. Mr. Cama at the hearing before me on 21st September 1948 stated that the Bombay Chronicle Co., Ltd., and the Bombay Samachar Co., Ltd., were quite prepared to pay three months' bonus each for the year 1947, but as the other Companies were not, these two Companies in addition to paying 2½ months' basic wages as Bonus, paid half a month's basic wages as a gesture of goodwill above referred to and provided for in the agreement. Looking at the terms of the agreement, I have not the least hesitation in holding that the half month's wage referred to therein was paid by these two Companies as compensation for the low wages then being paid by these Companies pending revision of the wage scales by the Award of the Tribunal. Both the Companies have furnished me figures of the net profits made by them since 1934. The Companies have requested that I should keep this information as confidential and I am therefore not at liberty to disclose the figures of the net profits made by each of these Companies since 1934 or to discuss them in the award. Suffice it to say that during each of the last four years 1944, 1945, 1946 and 1947, both the Bombay Chronicle Co., Ltd., and the Bombay Samachar Co., Ltd., made substantial net profits. The Bombay Chronicle Co., Ltd., made a net annual profit of more than its paid up share capital and declared dividend to its shareholders for the years 1945, 1946 and 1947 approximating to more than 75% of the Company's paid-up share capital. Similarly, the Bombay Samachar Co., Ltd., made an average annual net profit of more than 45% of its share capital during the four years 1944 to 1947. During 1947, it made a net profit of over 50% of its paid up share capital and declared dividend to its shareholders of more than 35% of its paid-up share capital. The Bombay Chronicle Co., Ltd., has a substantial Capital Reserve and Depreciation Fund. It has also made good provisions for Bad and Doubtful Debts. The Bombay Samachar Co., Ltd., also has a satisfactory amount standing to the credit of its Capital Reserve fund and has built up a substantial

Depreciation Fund. On the whole, the financial condition of both these companies under the able management of their capable Managing Director, Mr. M. N. Cama, is today in a sound position.

32. As regards the accounts for the year 1948, the Bombay Chronicle Co., Ltd., has placed before me its approximate profit and loss account for the year ending 31st December 1948. The figures stated therein however are approximate. The accounts of the Bombay Samachar Co., Ltd., for the year 1948 are not yet available. Though eight months have gone by since the Company's financial year was over, the Company is not in a position to give me even the approximate estimate of the results of its working during 1948. It should also be remembered that these two Companies are sister Companies and their working is interconnected. In the circumstances, the real financial working for any year can only be known when the accounts of both the Companies are placed together. Each of these two Companies has paid two months' basic wages as bonus for 1948 one month's bonus was paid in June and the other in October 1948. In December 1948, the Company also paid one month's basic wages as Independence Day Bonus in settlement of the demand for the same being additional demand No. 1 dealt with hereafter. Since the Balance Sheets of both these Companies for the year 1948 are not before me, I am not in a position to decide upon the amount of bonus to be paid by either of these Companies for the year 1948, and the demand for the same is therefore kept in abeyance.

33. Now as regards the bonus for the year 1947, the Union demands that three months' basic wage with dearness allowance should be declared. The Companies have opposed this demand and have rightly pointed out that the Union's demand for a general declaration that three months' basic wages with dearness allowance should be awarded as bonus for all future years is untenable. Bonus cannot be awarded for future years without knowing the financial position of the Company or the profits made by it in any particular year. However, there can be no difficulty about the bonus to be awarded for the year 1947, as that financial year had been completed at the time the dispute herein was raised and all the Companies herein including these two Companies have conceded the position that the question of the amount of the bonus to be paid for 1947 was in dispute and was to be decided by the Tribunal. As already stated, both these Companies have made very substantial profits during 1947. They have each paid $2\frac{1}{2}$ month's basic wages as bonus for that year. I consider that inadequate. As stated above, these Companies were prepared to pay three months' basic wage as bonus for 1947. The half month's wage was paid to make up for the low scale of basic wages prevailing in the Company upto the time the agreement was entered into. I, therefore, direct that subject to the following conditions all employees whether permanent or temporary who have worked in these two Companies shall be given bonus equivalent to $\frac{1}{4}$ of their basic earning in 1947 (i. e. for 3 months):—

(1) Employees who have worked for less than 75 working days and more than 32 working days shall be granted a bonus to the extent

of 50 per cent. and employees who have worked for 32 days or less shall not be paid any bonus.

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

(3) Bonus shall be calculated on earnings (exclusive of dearness allowance and bonuses paid during the period) from 1st January to 31st December 1947.

(4) From the amount thus calculated, the payments made to the workmen in the year 1947 by way of annual bonus (2½ month's basic wages as stated by the Companies) should be deducted and the balance shall be paid to the employees within a month from the publication of this award in the official Gazette.

(5) Persons who are eligible for bonus but who are not in the service of the Company shall be paid in one lump sum on or before 31st December 1949. In such cases, claims in writing should be submitted to the Manager of the Companies.

34. *Demand No. 11 Grace Time.*—Award as stated in paragraphs 39 to 41 of the general Award.

35. *Demand No. 12 Full Compensation.*—Award as stated in paragraphs 42 and 43 of the general Award.

36. *Demand No. 13—Promotions.*—Award as stated in paragraphs 44 and 45 of the general Award.

37. *Demand No. 14—Permanency.*—Award as stated in paragraphs 46 to 48 of the general Award.

38. *Demand No. 15—Service Record.*—Award as stated in paragraphs 49 to 51 of the general Award.

39. *Demand No. 16—Information on Pay Slips and Envelopes.* *Demand No. 17—Monthly Record Ticket.*—The awards on these two demands are as stated in paragraphs 52 and 53 respectively of the general Award.

40. *Demand No. 18—Notices, Memos, Forms, etc.*—Award as stated in paragraphs 54 and 55 of the general Award.

41. *Demand No. 19—Benefits.* *Demand No. 26—Existing Rights.*—No orders can be passed on these two demands as they are vague and general for reasons stated in paragraph 56 of the general Award.

42. *Demand No. 20—Outdoor Allowance.*—Award as stated in paragraph 57 of the general Award.

43. *Demand No. 21—Rules.*—Demand rejected being too general for reasons stated in paragraph 58 of the general Award.

44. *Demand No. 22—Contract Labour.*—Award as stated in paragraphs 59 to 61 of the general Award.

45. *Demand No. 23—Lien on the Job.*—Award as stated in paragraphs 62 and 63 of the general Award.

46. *Demand No. 25—Termination of Service.*—Award as stated in paragraphs 64 to 66 of the general Award.

47. *Additional Demand No. 1—Independence Day Bonus.*—The first of the additional demands against Cos. Nos. 1 and 2 is with regard to one month's wages as Independence Day bonus. On this demand after a considerable discussion the parties on 2nd December 1948 recorded the following arrangement:—

“After hearing Mr. M. N. Cama on the demand and on the Union stating to the Tribunal that the strike, which preceded Independence Day (15th August 1947) and which resulted in the special Independence issues of the Bombay Chronicle and the Bombay Samachar not appearing as planned on the Independence Day, was, in the circumstances, not proper and should not have been resorted to and at the suggestion of the Tribunal that out of regard to the sterling contribution made by the Bombay Chronicle and the Bombay Samachar in the fight for Independence, it was an appropriate occasion for these companies to pay Independence Day bonus to their workmen, Mr. M. N. Cama, the Managing Director of the Companies, has generously agreed to pay one month's basic salary as Independence Day bonus to those in the service of the Companies on 15th August 1947 on the usual terms on which the annual bonuses are paid by the Companies.

48. It was further agreed that the Union should issue handbills to the workmen explaining the above settlement in terms agreed to I was informed by the parties that they have acted accordingly and that the Company has paid Independence Day bonus to its employers upon the Union issuing handbills explaining the settlement and its terms. No award is, therefore, necessary on this demand.

49. *Additional Demand No. 2—Compensation to compositors for reduction in working hours.*—The demand is for compensation to compositors for reduction in working hours. The Union argues that the present demand arose out of an error on the part of the companies in calculating the amount of compensation that was agreed to be paid to the workmen in the news department by an agreement entered into between the Companies and the Rashtriya Press Kamgar Sangh which was then representing the workmen. It appears that from 1st August 1946 consequent upon the reduction in the working hours provided by the Factories Act, the Company from 1st August 1946 started paying the compositors an allowance of 25 per cent. of the wages to compensate for the reduction in the working hours. This was in addition to the dearness allowance of 25 per cent. of the wages, called temporary allowance.

Thus an allowance of 50 per cent. of the basic wages was paid to the workers. In May 1947 a request was made to the management by Mr. Shantilal H. Shah, who then represented the Rashtriya Press Kamgar Sangh, that the said compensatory allowance of 25 per cent. of the wages should be consolidated into the wages and that the dearness allowance of 25 per cent. should be calculated on the thus consolidated amount. Accordingly on 10th May 1947 an agreement was reached between the companies and Mr. Shantilal H. Shah to the effect that 20 per cent. of the basic wages should be added to the salary in place of the 25 per cent. compensatory allowance and that dearness allowance of 25 per cent. should be paid on the total wages constituted of the original wages and 20 per cent. addition made to the same. It seems that the compensatory allowance was reduced to 20 per cent. as otherwise the total earnings previously constituted by the payment of 50 per cent. allowance on the basic wage would be exceeded. The Union argues that the said agreement of 10th May 1947 proceeded on an error inasmuch as in April 1947, the management of these two Companies had arrived at an agreement with the Rashtriya Press Kamgar Sangh whereby dearness allowance was to be paid from March 1947 at the rate of 25 per cent. of the wages or Rs. 30 per month, whichever was higher. This agreement was of an interim nature and was to remain in operation pending the outcome of the deliberations of the joint conference of the representatives of the managements of a number of presses and the representatives of the employees which were then in progress. At the said conference it was agreed that dearness allowance at the rate of 25 per cent. of the wages subject to a minimum of Rs. 35 per month should be paid as from 1st April 1947. The Union argues that the error in the agreement of 10th May 1947 thus consisted in reducing the compensatory allowance from 25 per cent. to 20 per cent. before consolidating it to the wages. Since all the workers concerned in this demand earned a salary of less than Rs. 100 as wages, they were entitled to a fixed and not percentage dearness allowance at the time the agreement of 10th May 1947 was entered into and, therefore, the dearness allowance of 25 per cent. agreed to was irrelevant to the consolidation of compensatory allowance in the basic wages. To take an illustration, under the agreement of 10th May 1947 a workman getting a basic wage of Rs. 60 per month would get Rs. 60 plus 20 per cent. plus 25 per cent. of (Rs. 60 plus 20 per cent.), which is equal to Rs. 60 plus Rs. 12 plus Rs. 18, i. e. Rs. 90. The error in this calculation is that since the worker was entitled to a fixed dearness allowance of Rs. 30, which was later increased to Rs. 35, any addition of the compensatory allowance to the wages must be at 25 per cent. The worker should thus have earned Rs. 60 plus 25 per cent. plus Rs. 30, i. e. Rs. 105. The Union, therefore, submits that the 5 per cent. cut in the compensatory allowance was unjustified and should, therefore, be restored from July 1947.

50. The Companies have opposed this demand and have argued that they have carefully carried out the terms of the agreement of 10th May 1947.

entered into with the Rashtriya Press Kamgar Sangh. The Companies argue that what the Union is now seeking by this demand to do is to set aside the agreement and to improve upon the terms thereof. The Union's contention is not that the Companies have not correctly carried out the terms of the agreement but that the terms of the agreement agreed to by the Companies and the then Union, were really not beneficial to the workmen and did not take into account the increased dearness allowance which was granted to the workmen as a result of the minimum dearness allowance having been fixed at Rs. 30 per month in April 1947. I am afraid the Union's demand must fail inasmuch as it is seeking to go behind the terms of an agreement arrived at by the Union that then represented the workmen and the Companies. I was told at the hearing that the total amount involved would be a very small sum affecting a few workmen in the News Department only. The demand is to alter the terms of an agreement already carried out by the Companies. I do not feel I would be justified in granting the demand which is, therefore, rejected.

51. *Additional demand No. 3—Dismissal of four workers.*—The Union demands that an agreement alleged to have been entered into by the Companies with the Union regarding arbitration in the matter of the dismissal of four employees from the Metrix and Routing Departments should be acted upon and the employees concerned should be paid from the date of their discharge. According to the Union the four employees concerned Mr. Pervez R. Mistry of the Metrix Department, Mr. Dinshaw D. Khambatta, Mr. Keki D. Elavia and Mr. Patel of the Routing Department, were told when they were originally employed that they would have to work for only four hours per day. Upon the Factory Inspector's suggestion to the Companies that the number of hours of work in the Metrix and Routing Departments should be fixed, the Companies asked these workmen to work for 8 hours a day with effect from 1st January 1947 but they refused to do so and expressed their willingness to have the services terminated, whereupon they were asked to take their dues from the Time Keeper. Only one of the workmen, namely Mr. V. V. Patel, took his dues but the others declined to do so. Thereupon notices were served upon the workmen on 31st December 1946 terminating their services with effect from that day, the Company paying them one month's salary in lieu of notice. The Union has sought to argue that during the war there was only four hours' work in these departments as the number of editions was, because of shortage of paper, restricted. The *Bombay Chronicle* and the *Bombay Samachar* are printed on a rotary machine. The employees of the stereotype department, in which there are casters, routers and metrix makers, are employed on a full time basis. There is no separate department known as the Metrix department. The stereotype department works only when the rotary machine is about to work, as this department is concerned with preparing plates to be fitted on to the rotary machine. This department, therefore, works only about an hour or two before the actual starting time of the rotary machine.

52. Mr. M. N. Cama, the Managing Director of these two Companies stated in his evidence before me that it was not true, as alleged by the workmen, that they had been engaged to do work for only four hours a day and that the salary that was being paid to them was on that basis. He stated that when the workmen worked for longer hours than four hours a day on occasions such as when the Divali number of the Bombay Samachar or the Panchang was being printed on the rotary machine, they were not paid any extra allowance. According to Mr. Cama, two of the workmen, Mr. Mistry and Mr. Elavia had stated to him that they were not prepared to work for 8 hours a day. Similarly Mr. Khambatta, one of the four dismissed workmen, refused to work for 8 hours and left. In actual practice they would not have been asked to work for more than four hours, but it was necessary for the Companies to take an undertaking from them to work for 8 hours a day as the Factory Inspector was insisting on their hours of work being fixed as required under the Factories Act. The case of the workmen is that they were prepared to work for 8 hours a day but insisted that their salaries should be increased because the hours of work were to be fixed at 8 hours a day.

53. On the evidence I am not satisfied that when the workmen were engaged they were told that they would have to work for only four hours a day and that the salary they were being paid was on the basis of a four hours day. It appears to me that they were to work the same number of hours as were being worked by the other workmen in the rotary department, but that as in actual practice their duties involved only four hours' work they had come to regard their working day as of four hours only. The fact that when the Chronicle Weekly, the annual number of the *Samachar* and the Panchang, were printed they worked for longer hours than four hours a day without claiming or being paid overtime shows that their contention is not correct. I think the Companies were justified in terminating the services of these workmen. The Companies have filed a statement showing what amount is due to each of these workmen (Exhibit 37) by way of his earned wages, notice pay, deposit and Provident Fund dues and the Companies offered to pay the same, to those of them as had not collected their dues. If the workmen have not drawn their dues they should be paid the same within a month from the date of publication of this award in the official Gazette. The demand as made, however, is rejected.

54. *Additional demand No. 4—Overtime in Metrix Department.*—The Union demands that employees in the Metrix Department, who are given split shifts should be paid overtime as their total hours of work in a day exceed normal working hours. The Union in its statement of claim points out that the employees in the Metrix Department have to work from 12 noon to 5 p.m. and from midnight to 5 a.m., thus putting in a total of 10 hours of work. They are, however, not paid any overtime allowance although their hours of work exceed by three hours the normal working hours in a day. The Union, therefore, demands that the workers

in the Metrix Department should be paid overtime allowance as from 1st July 1947 when the 42 hours-a-week was agreed to.

55. The Companies in their written statement (Exhibit 2-A) have stated that there are only 3 workmen in the Metrix Department who do work in both shifts to whom in order to bring about an adjustment in the hours of work, 1½ days' holiday in a week is allowed instead of one day enjoyed by the other workmen. The third workman is a Muccadam who puts in less hours than the other 3 workmen. The Companies said that these workmen were paid more wages by reason of their having to work in two shifts. However, no statements were filed nor was any evidence led to prove this statement of the Companies. These Companies argue that the weekly working hours in the Indian presses are 48 hours and not 42 hours in the week. It is surprising that these Companies should make the statement inasmuch as before the Monani Committee in which the Managing Director of these two Companies took a leading part, it was unanimously agreed by press employers and representatives of the workmen that the weekly working hours should be 42 hours and that overtime after 42 hours upto 48 hours in the week should be paid at the normal rate and thereafter at the rate fixed by the Factories Act. It is surprising, therefore, that these Companies should argue that overtime for these workmen should be calculated only after 48 hours in the week. These two Companies have not denied that these workmen in the Metrix department are working in two shifts, from 12 noon to 5 p.m. and from mid-night to 5 a.m. as stated by the Union in its statement of claim. No evidence was led nor were any statements filed to show that the workmen in the Metrix Department are being paid higher wages than what other workmen are being paid. I have, therefore, no hesitation in awarding that the workmen in the Metrix Department, who are asked to do work in two shifts, should be paid overtime over 42 hours a week upto 48 hours at the normal rates and after 48 hours at 1½ times the normal wages upto 31st March 1949 and thereafter at double the rates as provided for by the Factories Act, 1948. They should be paid at this rate for the period from 1st July 1948. The extra half day's holiday, if granted to any workmen during this period, should be taken into account in determining the extra hours of work. I, therefore, award payment to these workmen on the basis stated above from 1st July 1948 and the amounts thus due to the workmen shall be paid within two months of the publication of this award in the official Gazette.

56. The award is directed to be submitted to Government. No order as to costs.

SALIM M. MERCHANT,
Industrial Tribunal.

K. R. WAZKAR,
Secretary.

Bombay, 28th September 1949.

BEFORE MR. SALIM M. MERCHANT, INDUSTRIAL
TRIBUNAL, BOMBAY.

ADJUDICATION

AJ-IT. No. 35 of 1948.

BETWEEN

The Express Newspapers Ltd., Bombay (Company No. 3)

AND

The workmen employed under it.

In the matter of an industrial dispute regarding recognition of the Union, Union Shop, Wages, Dearness Allowance, Leave, Holidays, Pension, Bonus, etc. etc.

Mr. C. C. Shah and Mr. K. L. Talsania of Messrs. Munchershaw B. Chothia & Co., Solicitors, for the Express Newspapers Ltd.

Mr. K. K. Khādilkar instructed by Mr. D. S. Nargolkar, Vice-President, and Mr. Vinayak Purohit, General Secretary, Bombay Press-Employees' Union, for the workmen.

AWARD

PART II

Express Newspapers Ltd. owns and conducts in Bombay three newspapers, viz. *The National Standard*, an English morning daily, *The Sunday Standard*, an English weekly, and *The Lokasatta*, a Marathi morning daily, which was started in January 1948. The head office of the Company is in Madras. There are 108 workmen working in the English section (Exhibit 8) and 74 workmen working in the Marathi section (Exhibit-13). The working of the Bombay office of Express Newspapers, Ltd. for the years 1945-46 and 1946-47 has shown a loss. It is the head office of the Company at Madras that has been working at a profit and the Bombay and Calcutta offices have been working at a substantial loss. This Company was also served with a notice of demand dated 1st April 1948 by the Union, after which the dispute was referred to adjudication. I shall now deal with the demands seriatim.

2. *Demand No. 1—Recognition of Union.*—The demand is rejected for reasons stated in paragraphs 15 and 16 of my award on the general demands.

3. *Demand No. 2—Union Shop.*—The demand is rejected for reasons stated in paragraphs 17 to 19 of my award on the general demands.

4. *Demands No. 3 and 24—Wage Scales and Scales of Pay for Lino Operators.*—I award that the wage scales prescribed by me in the general award shall apply with retrospective effect from 1st July 1948 and the adjustment of the present salaries into the new wage scales shall be made on the basis provided therein. The calculation and payment of the amounts due to the workmen of this Company shall be made in the manner and within the period provided for in the general award.

5. *Demand No. 4—Dearness Allowance.*—This Company pays dearness allowance at the rate of 30 per cent. of the basic salary with a minimum dearness allowance of Rs. 35 per month. The Company in its written statement (Exhibit 3) has submitted that the rate of dearness allowance it is paying is fair and reasonable and that it is unable to agree to the rate of dearness allowance claimed by the Union. At the hearing Mr. C. C. Shah, the learned Attorney for the Company, argued that the Company had recently revised its scales of pay and that payment of dearness allowance at the rate demanded by the Union would throw a heavy burden on this Company whose financial position is not satisfactory. As already explained the minimum Dearness Allowance of Rs. 35 being granted by this Company is, in my opinion, inadequate and needs to be raised to Rs. 40 per month. I, therefore, award that the Company shall pay a minimum dearness allowance of Rs. 40 per month.

6. The Company is paying dearness allowance at a uniform rate of 30 per cent. of the basic salary with a minimum of Rs. 35 per month. Since I have raised the minimum to Rs. 40 per month the dearness allowance which will be paid to workmen drawing a salary of Rs. 100 would be Rs. 40 or 40 per cent. of his salary. The Union demands that there should be a uniform rate of 40 per cent. of the basic salary with a minimum of Rs. 40. I think that would be too heavy a burden to place on this Company. In my award of dearness allowance against Companies 1 and 2, I have allowed the minimum dearness allowance of Rs. 40 per month plus 30 per cent. of the basic salary between Rs. 101 and 150 and thereafter a progressively lower percentage. Since I have increased the minimum dearness allowance, I think I would be justified in granting the same percentage increases as I have granted to workers of Companies 1 and 2. I, therefore, award that this Company shall grant dearness allowance at the same rate as has been awarded to the workmen in Companies 1 and 2 in Part I of the Award. The dearness allowance shall for the reasons stated in the award against Companies 1 and 2 be granted with retrospective effect from 1st July 1948. I further award that this Company shall make fresh calculation on the basis of the dearness allowance awarded above for the period from 1st July 1948 and after deducting the actual amount of dearness allowance already paid to the employees make payment of the arrears of dearness allowance thus due within two months from the date of the publication

of this award in the *Official Gazette*. The calculation is to be made to the nearest anna, 6 pies and over being reckoned as one anna and less than 6 pies being omitted. Those employees of this Company who were in service for any period between 1st July 1948 and the date of publication of this award but who are not in service on the date of payment of this amount shall, on their making a written application for the same within three months of the publication of this award in the *Official Gazette*, be paid the amounts thus due within a month of the receipt of their applications.

7. *Demand No. 5—Leave.—Demand No. 6—Holidays.*—I have already discussed these two demands in paragraphs 34 to 38 of my award on the general demands and I direct that my award therein shall be implemented by this Company.

8. *Demand No. 7—Provident Fund.*—Against this Company also the Union has made the same demand with regard to Provident Fund as it has made against Company Nos. 1 and 2 and it has advanced the same arguments in support thereof. It is, therefore, not necessary for me to deal with the same. The Company in its written statement argues that its Provident Fund Scheme (Exhibit 6 to the Company's written statement) which has been in force since September 1946 is reasonable and it submits that it is not in a position to agree to anything more than what is provided for in the said scheme. It may here be noted that this Company's provident fund is known as "the Express Newspapers Ltd. (Madras Provident Fund," and the employees of the Company at Madras, Bombay and Calcutta are all members of the same fund. Thus the rules of the common Fund govern the employees of the Company not only at Madras but also at Bombay and Calcutta. The Company has argued that if the Tribunal awards any changes in the Company's Provident Fund rules they would affect the Company's employees at Madras and Calcutta, whose case is not before this Tribunal. Rules 10, 11 and 12 of the Company's Provident Fund relate to the employees' subscription to the Fund. Rule 11 runs as follows:—

"The subscription from employees drawing Rs. 20 per month and less shall be 10 per cent. from employees drawing Rs. 50 per month and less but more than Rs. 20 per month, it shall be 7½ per cent. and from employees drawing more than Rs. 50 per month, 5 per cent. of their salary."

The subscription is reckoned on the substantive pay of the subscribers while on duty and leave allowance actually drawn by him while on leave. It will thus be seen that for the lowest salary group of employees the rate of subscription is the highest whilst for the highest paid group of employees the rate of subscription is the lowest. I feel that a uniform rate of subscription for all classes of employees is to be desired. In the Model Rules relating to Provident Fund framed by Government for industrial employees there is a uniform rate of subscription for all employees. I think the rate of 18 pies in the rupee demanded by the Union is a little high. I think 16 pies in the rupee is a fair rate and most of the presses that have a provident fund scheme have fixed 16 pies in

the rupee as the rate of subscription. The fact that the rules apply to employees of the Company in Madras and Calcutta should not come in the way of an improvement being made at least in Bombay and of this press falling in line with the other presses in Bombay. I, therefore, recommend that the rules of the Company relating to subscription to the Provident Fund be altered to make the rate of contribution $8\frac{1}{2}$ per cent., i.e., 16 pies in the rupee uniform for all employees employed in Bombay. The Company shall contribute an equal amount to the Provident Fund.

9. With regard to the demand for adequate representation on the Board of Trustees of the Fund, rule 3 of the existing Provident Fund rules provides that the Fund shall be vested in a Committee of three Trustees, one of whom shall be the Managing Director of the Express Newspapers Ltd., Madras, another shall be a member of the firm of auditors in Madras, and the third shall be one of the employees of Express Newspapers Ltd., Madras, who will hold office only for one year from the date of nomination. Thus there is provision for adequate representation of the workmen of the Company on the Committee of Trustees of the Fund—though not necessarily of the Company's employees in Bombay. If the Committee had a larger membership, I might have been induced to recommend a higher representation to the employees. No change of the existing Provident Fund rules on this ground need be recommended.

10. Rule 21 of the Company's Provident Fund rules relates to the closing of Provident Fund accounts and rule 22 relates to the amount payable on closure of accounts. Rule 21-A provides that the account of a subscriber shall be closed when he is dismissed from the service of the Company or resigns his office without having rendered approved service (service in a permanent post for not less than 5 years) or under circumstances discreditable to him in any way in the opinion of the Committee or resigns his appointment during the tenure of any agreement of service entered into by him with the employer. In such circumstances the employee shall be paid the full amount of subscription together with interest on such subscriptions. Rule 2-B provides that the account of the subscriber shall be closed when he resigns his office or retires from service after having rendered approved service but before he shall have completed 10 years' service after joining the Fund. Under rule 22-b when an account is closed as provided for under clause (b) of rule 21, the employee shall be paid the total amount of his subscriptions with interest on such subscriptions together with the part of the contribution from the employer on his behalf and interest on such contributions. Such part shall be calculated at the rate of 5 per cent. of the proprietor's contribution and interest thereon for every completed year of service of such subscriber after joining the Fund. The Committee in determining the proportion of the employer's contribution and interest payable to a subscriber when his account is closed under clause (b) of rule 21 shall take into consideration his unbroken service, if any at the time of the starting of the Fund. Clause 21-C provides that

a subscriber's account shall be closed when his services are dispensed with owing to reduction of establishment or to some causes other than that of misconduct. Clause 21-D provides that his account shall be closed when a subscriber retires after having put in not less than 20 years' service after joining the Fund and 21-E provides for the closure of the account when he is compelled to retire through sickness or continued ill health, incapacitating him from active service on a certificate of such disqualification signed by a medical practitioner appointed by the Committee. Rule 21-F provides for closure when the employee dies in the service of the Express Newspapers Ltd., Madras.

11. Rule 22-C provides that when his account is closed the subscriber concerned or the nominee or nominees of such subscriber shall be paid the whole of the amount of the subscription by him with interest on such subscriptions together with the full amount of the monthly contributions on his behalf by the proprietors and interest on such contributions. Thus the provisions contained in Rule 21, clauses c, d, e and f meet the demand of the Union for payment of the employees' contribution with interest even after 5 years' service in case of death, disability, retrenchment and termination of service due to reasons beyond his control and, therefore, no recommendation is necessary on this part of the demand.

12. With regard to the Union's demand that the employee should be entitled to the employer's contribution together with interest after a membership period of 5 years, the Provident Fund rules of this Company provide for payment of only a portion of the employer's contribution to the Fund after an employee has put in approved service, i.e. service for 5 years. The share as stated in rule 22-B reproduced above is very small and in my opinion not satisfactory. I feel that the share of the Company's contribution to the employees should be the same as I have recommended in my award on this demand made by the Union in respect of Company Nos. 1 and 2. I, therefore, recommend that the Company may so amend its Provident Fund rules as to provide for employer's contribution being available to the employees on the following basis :

Those who have put in service of between 5 and 7 years—50 per cent.

Those who have put in service of between 7 and 10 years—75 per cent.

Those who have put in over 10 years' service—100 per cent.

The changes recommended should be brought into force with effect from 1st January 1950. This intervening period will be necessary to make the necessary changes in the present rules of the Provident Fund and getting the sanction of the Commissioner of Income-Tax to the same.

13. *Demand No. 8—Gratuity.*—This Company has opposed the grant of a scheme of gratuity. It has submitted before me its balance sheets for the years ending 31st August 1946 and 31st August 1947. The Bombay office of the Company suffered a heavy loss during the financial year ending 31st August 1946 and a still heavier loss during the next

financial year ending 31st August 1947. Though the head office at Madras has been making profits the offices at Bombay and Calcutta have shown losses. The accounts of the Company for the year ending 31st August 1948 were not available at the date the hearing ended but I was told that the Bombay office was once again expected to show a heavy loss. I feel that the Bombay office of the Company, which is making such heavy losses, cannot be called upon to grant its workmen a scheme of gratuity. I cannot, therefore, persuade myself into awarding a scheme of gratuity against this Company. I have recommended a rise in the Company's rate of contribution to the Provident Fund to 16 pies in the rupee. The workmen of this Company will have to rest content for the present with that increase. The demand is, therefore, rejected.

14. *Demand No. 9—Pension.*—I have not awarded a scheme of gratuity in favour of the employees of this Company. The demand is for grant of pension instead of gratuity. This demand cannot be sustained and is, therefore, rejected.

15. *Demand No. 10—Bonus.*—The Union demands that every employee should be paid every year bonus equivalent to three months' wages with dearness allowance without attaching any conditions. At the hearing the Union explained that the demand was in respect of the two years 1947 and 1948, and that it did not want a declaration for a bonus of three months' wages with dearness allowance for every year in the future irrespective of the amount of profits made by the Company. The Union conceded that the amount of bonus to be awarded should depend upon the profits made by the Company in each year.

16. This Company has not paid any bonus for the year 1947 and has argued that it is not in a position to pay any bonus. The Company's financial year is from 1st September to 31st August. As has already been stated for the year ended 31st August 1946 the Bombay Office of the Company made a substantial loss and for the year ended 31st August 1947 suffered a still heavier loss. The accounts of the Company for the year ending 31st August 1948 were not available by the time the hearing concluded, and therefore no award on the demand for Bonus for the year ending 31st August 1948 can be made and the question is left open. The Company pleaded at the hearing that if an order for payment of any bonus were made, the burden would prove too heavy and the Company would have to close down its Bombay office. In the circumstances I do not think the Union has made out a case for payment of bonus for the ending 31st August 1947. The demand is, therefore, rejected.

17. *Demand No. 11—Grace Time.*—Award as stated in paragraphs 39 to 41 of the general award.

18. *Demand No. 12—Full Compensation.*—Award as stated in paragraphs 42 and 43 of the general award.

19. *Demand No. 13—Promotions.*—Award as stated in paragraphs 44 and 45 of the general award.

20. *Demand No. 14—Permanency.*—Award as stated in paragraphs 46 to 48 of the general award.

21. *Demand No. 15—Service Record.*—Award as stated in paragraphs 49 to 51 of the general award.

22. *Demand No. 16—Information on Pay Slips and Envelopes—Demand No. 17—Monthly Record Ticket.*—The awards on these two demands are as stated in paragraphs 52 and 53 respectively of the general award.

23. *Demand No. 18—Notices, Memos, Forms, etc.*—Award as stated in paragraphs 54 and 55 of the general award.

24. *Demand No. 19—Benefits—Demand No. 26—Existing Rights.*—No orders can be passed on these two demands as they are vague and general for reasons stated in paragraphs 56 of the general award.

25. *Demand No. 20—Outdoor Allowance.*—Award as stated in paragraphs 57 of the general award.

26. *Demand No. 21—Rules.*—Demand rejected being too general for reasons stated in paragraph 58 of the general award.

27. *Demand No. 22—Contract Labour.*—Award as stated in paragraphs 59 to 61 of the general award.

28. *Demand No. 23—Lien on the Job.*—Award as stated in paragraphs 62 and 63 of the general award.

29. *Demand No. 25—Termination of Service.*—Award as stated in paragraphs 64 to 66 of the general award.

30. The Award is directed to be submitted to Government. No order as to costs.

SALIM M. MERCHANT,
Industrial Tribunal.

K. R. WAZKAR,
Secretary,

Bombay, 28th September 1949.

BEFORE MR. SALIM M. MERCHANT, INDUSTRIAL TRIBUNAL,
BOMBAY.

ADJUDICATION.

AJ-IT. 35 OF 1948.

BETWEEN

The Vande Mataram, Bombay (Company No. 4)

AND

The workmen employed under it.

In the matter of an industrial dispute re: Recognition of Union, Union Shop, Wages, Dearness Allowance, Leave, Holidays, Pension, Bonus, etc. etc.

Mr. R. A. Gagrat, Solicitor of Messrs. Gagrat & Co., Solicitors, with
Mr. M. A. Gagrat for the Vande Mataram.

Mr. K. K. Khadilkar instructed by Mr. D. S. Nargolkar, Vice-President and Mr. Vinayak Purohit, General Secretary, Bombay Press Employees' Union, for the workmen.

AWARD.

PART III.

“ Vande Mataram ” is not the name of any Company but is a Gujarati evening daily which was started on 15th March 1941. The paper is published in Bombay. The proprietor of “ The Vande Mataram ” is Mr. Samaldas Gandhi and the building in which the press is housed is his personal property. The Company employs about 75 workmen. The Company in its written statement, admits that it received the notice of demand from the Union dated 1st April 1948 containing the uniform set of 26 demands which form the subject-matter of this enquiry, after which the dispute was referred to adjudication. I shall now deal with the demands.

2. *Demand No. 1—Recognition of Union.*—The demand is rejected for reasons stated in paragraphs 15 and 16 of the general part of the Award.

3. *Demand No. 2—Union Shop.*—The demand is rejected for reasons stated in paragraphs 17, 18 and 19 of the general part of the Award.

4. *Demands Nos. 3 and 24—Wage scales and Scales of pay for Lino operators.*—I award that the wage scales prescribed in the general part of the Award shall apply with retrospective effect from 1st July 1948 to the workmen of this Company and the adjustment of the present salaries into the new wage scales prescribed shall be on the basis provided therein and the calculation and payment of the amounts due to the workmen of this Company as shall be made in the manner and within the period as provided for in the general award.

5. *Demand No. 4—Dearness Allowance.*—As stated in paragraph 17 of the Company's written statement (Ex. 4) this Company was paying dearness allowance at a fixed rate of Rs. 35 per month but from 1st April 1948 temporarily and subject to the award, raised the dearness allowance to Rs. 40 per month minimum. In this Company there is no percentage increase in dearness allowance granted with increase in salary. This Company in its written statement has repeated the same arguments as were advanced by Companies 1 and 2, in their written statements in opposing this demand. This Company at the hearing adopted a fair and reasonable attitude, which is to be commended, that though its financial working for the last year has not been satisfactory, it was not prepared to urge that as a ground for opposing the reasonable demands of the workmen. At the hearing before me on 13th May 1949 the Company, through its learned Attorney Mr. Gagrat, made it clear that though the financial working of the Company for the year 1947-48 had shown a loss, the Proprietor, Mr. Samaldas Gandhi,

was willing and ready to pay such increased basic wages as would be fixed by the Tribunal for the other presses and would not urge that the loss suffered during the last year should be considered as a justification for not granting increased wages. I think the same fair spirit might well be extended by the Company with regard to increase in dearness allowance, as dearness allowance for all practical purposes forms part of the basic wage. I, therefore, award that this Company should pay dearness allowance at the same rate that has been awarded against Companies 1 and 2 (The Bombay Chronicle Co. Ltd., and the Bombay Samachar Co Ltd.) and that the dearness allowance should take effect from 1st July 1948. I further award that this Company shall make fresh calculation on the basis of the dearness allowance awarded above for the period from 1st July 1948 and after deducting the actual amount of dearness allowance already paid to the employees make payment of the arrears of dearness allowance thus due within two months from the date of publication of this award in the official Gazette. The calculation is to be made to the nearest anna, 6 pies and over being reckoned as one anna and less than 6 pies being omitted. Those employees of this Company who were in service for any period between 1st July 1948 and the date of publication of this award but who are not in service on the date of payment of this amount shall on their making a written application for the same within three months of the publication of this award in the official Gazette be paid the amounts thus due within a month of the receipt of their application.

6. *Demand No. 5—Leave—Demand No. 6—Holidays.*—I have already discussed these two demands in paragraphs 34 to 38 of the general part of the award and I direct that my award therein shall be implemented by this Company.

7. *Demand No. 7—Provident Fund.*—This Company has no Provident Fund Scheme at the present moment but it has a Benefit Life Insurance Scheme. A copy of the rules of this Benefit Life Insurance Scheme was filed at the hearing (Exhibit 34). The Company has argued that since it has this Benefit Life Insurance Scheme it cannot agree to framing of a Provident Fund Scheme.

8. Under the Company's Benefit Life Insurance Scheme every employee who has put in more than three years' continuous service can make an application to the Company to take out a life insurance policy under the said scheme. Whether a policy should be effected or not depends upon the sole discretion of the Manager of the Company. The amounts for which policies can be taken out are stated in rule 5-B of the said scheme. All employees drawing salaries of Re. 1 to Rs. 100 would be allowed insurance up to Rs. 1,000, those drawing Rs. 101 to Rs. 200 would be allowed insurance up to Rs. 2,000 and those earning above Rs. 200 would be allowed insurance up to Rs. 3,000. Rule 6-A provides that the Company shall contribute 50 per cent. of the amount of the annual premium payable on such policy and the balance of 50 per cent. shall be paid by the employees. The Company shall be

entitled to deduct from the salary of the employee every month a sum equal to 1/12th of the premium payable by him on the insurance policy on his life and the amount so deducted be kept in a separate account and shall be applied in payment of 50 per cent. of the premium payable by the employee. The insured shall assign his policy in favour of the Company absolutely and the Company shall reassign the policy to the insured after the expiration of a period of 8 years from the date of the issue of the policy if the employee has continued in the service of the Company without any interruption. Rule 10 provides that in the event of the employee leaving the services of the Company before the expiry of the period of 8 years the Company shall reassign the policy to him on his paying to the Company the total amount of the premium contributed by the Company under this scheme and also on payment of any other amount which may be due by him to the Company.

9. At the hearing it was ascertained that though this scheme was a desirable one out of the 75 workmen employed in the Company only 45 drawing a salary of under Rs. 100 and 2 drawing a salary of over Rs. 100 per month had joined the scheme. The Company's annual contribution towards payment of 50 per cent. of the annual premium payable on all the policies issued comes to only about Rs. 1,000.

10. As will be seen this scheme is quite different from a scheme of Provident Fund under which there is a compulsory contribution to be made by the employer and employee. There is no scope for any discretion on the part of the Manager. The employees do not seem to be taking full advantage of this Benefit Life Insurance Scheme inasmuch as only 47 out of 75 workmen have joined the scheme. Under a Provident Fund Scheme all the 75 would get the benefit thereof. I, therefore, think that the Company should frame a Provident Fund Scheme in addition to the Benefit Insurance Scheme at present in force. As I am not awarding a scheme of gratuity to the employees of this Company, it can well afford to have both this Benefit Life Insurance Scheme and a Provident Fund scheme. I, therefore, recommend that the Company should frame a Provident Fund scheme on the basis of the Model Rules relating to Provident Fund for industrial employees framed by the Government of Bombay except that the rate of contribution by the employees shall be 16 pias in the rupee of basic salary, an equal amount to be contributed by the Company. As regards the representation of the employees on the Board of Trustees of the Fund, the representation shall be the same as provided for in the Model Rules.

11. With regard to the payment of the Company's share of the contribution available to the employees, I direct that the rules may be framed as to provide for the following :—

Employees who have put in service of between		
5 and 7 years	...	50 per cent.
Employees who have put in service of between		
7 and 10 years	...	75 per cent.
Employees who have put in over ten years of		
service	...	100 per cent.

12. I further direct that a Provident Fund Scheme shall be introduced by the Company with effect from 1st January 1950.

13. *Demand No. 8—Gratuity.*—This Company has also opposed this demand of the Union. The Company had a Benefit Life Insurance Scheme for its workmen which I have discussed under demand No. 7 relating to Provident Fund. I have already awarded that a scheme of Provident Fund should be introduced in this Company and I have fixed the rate of contribution at 16 pies in the rupee and an equal amount to be contributed by the Company. This Company was started in 1940 and since its inception has made profits only during two years 1942-43 and 1946-47. Except for these two years, the Company has suffered losses every year. During 1947-48 the Company has suffered heavy loss. It has made no provision for reserves at all. In the circumstances I cannot persuade myself to grant this demand for payment of gratuity against this Company. The demand is, therefore, rejected.

14. *Demand No. 9—Pension.*—For the reasons stated in paragraph 14 of Part II of the Award against Company No. 3 (Express Newspapers Ltd., Bombay), this demand is rejected.

15. *Demand No. 10—Bonus.*—As has already been stated this is a proprietary concern. The Company's financial year is from 1st April to 31st March. Even though the Company has suffered loss each year since its inception in 1940, except during 1942-43 and 1946-47, it has paid bonus to its workmen as shown below :—

October 1943	...	...	One month's basic wage.
October 1944	...	...	Two months' basic wage.
October 1945	...	...	Three months' basic wage.
October 1946	...	...	Two months' basic wage.
15th August 1947/October 1947			Three months' basic wage including one month's Independence Day Bonus paid on 15th August 1947.

16. For the financial year 1948-49 the Company has hitherto paid two months' basic wage as bonus during Diwali 1948. During 1946-47, the Company made a profit and during the current year, i.e. 1948-49, its estimated accounts show that it is going to suffer a heavy loss. I think the Company has been granting bonus generously even though it has been suffering losses. It must also be remembered that this award will add to the financial burden of the Company. Considering that this Company is already suffering losses, I feel I would not be justified in ordering it to pay any additional bonus than what it has already paid for the two financial years 1947-48 and 1948-49, i.e. 1st April 1947 to 31st March 1948 and 1st April 1948 to 31st March 1949. The demand is, therefore, rejected.

17. *Demand No. 11—Grace Time.*—Award as stated in paragraphs 39 to 41 of the general award.

18. *Demand No. 12—Full Compensation.*—Award as stated in paragraphs 42 and 43 of the general award.

19. *Demand No. 13—Promotions.*—Award as stated in paragraphs 44 and 45 of the general award.

20. *Demand No. 14—Permanency.*—Award as stated in paragraphs 46 to 48 of the general award.

21. *Demand No. 15—Service Record.*—Award as stated in paragraphs 49 to 51 of the general award.

22. *Demand No. 16—Information on Pay Slips and Envelopes ; Demand No. 17—Monthly Record Ticket.*—The awards on these two demands are as stated in paragraphs 52 and 53 respectively of the general award.

23. *Demand No. 18—Notices, Memos, Forms, etc.*—Award as stated in paragraphs 54 and 55 of the general award.

24. *Demand No. 19—Benefits ; Demand No. 26—Existing Rights.*—No orders can be passed on these two demands as they are vague and general for reasons stated in paragraph 56 of the general award.

25. *Demand No. 20—Outdoor Allowance.*—Award as stated in paragraph 57 of the general award.

26. *Demand No. 21—Rules.*—Demand rejected being too general for reasons stated in paragraph 58 of the general award.

27. *Demand No. 22—Contract Labour.*—Award as stated in paragraphs 59 to 61 of the general award.

28. *Demand No. 23—Lien on the Job.*—Award as stated in paragraphs 62 and 63 of the general award.

29. *Demand No. 25—Termination of Service.*—Award as stated in paragraphs 64 to 66 of the general award.

30. The award is directed to be submitted to Government. No order as to costs.

(Signed) K. R. Wazkar,
Secretary.

(Signed) SALIM M. MERCHANT,
Industrial Tribunal.

Bombay, 28th September 1949.

BEFORE MR. SALIM M. MERCHANT, INDUSTRIAL TRIBUNAL,
BOMBAY.

ADJUDICATION

AJ. IT 35 of 1948

BETWEEN

The States Peoples' Ltd. (Janmabhoomi Group of Papers), Bombay
(Company No. 5)

AND

The workmen employed under it.

In the matter of an industrial dispute re : Recognition of the Union,
Union Shop, Wages, Dearness Allowance, Leave, Holidays,
Pension, Bonus, etc.

Mr. R. A. Gagrat, Solicitor of Messrs. Gagrat & Co., Solicitors, with
Mr. M. A. Gagrat, instructed by Mr. Ratilal Mohanlal Sheth, for the
States Peoples' Ltd.

Mr. K. K. Khadilkar, instructed by Mr. D. S. Nargolkar, Vice-President,
and Mr. Vinayak Purohit, General Secretary, Bombay Press
Employees' Union, for the workmen.

AWARD.

PART IV.

This Company is owned by a public charitable trust, the Saurashtra
Trust, who are the printers and publishers of what have popularly come
to be known as the Janmabhoomi group of papers. The Company also
manages a printing press. The following are the papers :—

- (1) *Janmabhoomi*, Gujarati Evening Daily.
- (2) *Nootan Gujarat*, Gujarati Morning Daily.
- (3) *Lokshahi*, Marathi Evening Daily.
- (4) *Lokmanya*, Marathi Morning Daily.
- (5) *Pravasi*, Gujarati Weekly.

In addition the Company also does job work. The Company being
owned by a public charitable trust is exempt from payment of income-tax.
The Company employs about 429 workmen inclusive of workers in the
press and members of the office staff.

2. This Company is not run on a profit-making motive and no
individual gains are derived by any one. There is no depreciation
fund or reserve fund maintained. Mr. Shantilal H. Shah, the Managing

Trustee of the Trust, urged at the hearing that allowance should be made for deduction from the profits of what would have represented (a) the payment of income tax, (b) reserves, (c) depreciation and (d) return on capital invested. Mr. Shah argued, and I think with justification, that wages should not impinge on what should go to charity. He argued that the amount that was saved by this Company being exempted from payment of income tax should not be considered as part of the profits, out of which the employees could claim a share by way of bonus or for granting any other benefit. Mr. Shah explained that the Company was constructing a building to house its press by the issue of 4 per cent. free of tax debentures worth Rs. 11,00,000. Every year the Trust would have to make provision for payment of Rs. 44,000 by way of interest and Rs. 1,00,000 annually would be required to be set apart for repayment of the debenture loan. He argued that revenue from advertisement was falling and the Advertisement Tax had further reduced the income from advertisements. Thus the future was doubtful. Circulation of the papers had begun to fall as a result of the merger of the States. For the financial years 1945-46, 1946-47, 1947-48 and 1948-49 the Company made the following net profits :—

1945-46—Rs. 3,06,760-8-6.

1946-47—Rs. 3,36,718-7-4.

1947-48—Rs. 2,72,897-15-2.

1948-49—Rs. 1,41,069 6-4 (under audit).

During the same period for the corresponding years the total wage bill including salary, dearness allowance, overtime payment, bonus, Provident Fund contribution, etc. was as follows :—

1945-46—Rs. 3,09,226-11-0.

1946-47—Rs. 3,23,013-5-0.

1947-48—Rs. 4,48,128-14-0.

1948-49—Rs. 4,87,876-4-0 (under audit).

I shall now deal with the demands seriatim.

3. *Demand No. 1—Recognition of Union.*—The demand is rejected for reasons stated in paras 15 and 16 of the general part of the award.

4. *Demand No. 2—Union Shop.*—The demand is rejected for reasons stated in paras 17, 18 and 19 of the general part of the award.

5. *Demands Nos. 3 and 24—Wage Scales and Scales of Pay for Lino Operators.*—I award that the wage scales prescribed in the general part of the award shall apply with retrospective effect from 1st July 1948 to the workmen of this Company. The adjustment of the present salaries into the new wage scales prescribed shall be on the basis provided therein and the calculation and payment of the amounts due to the workmen of this Company shall be made in the manner and within the period as provided for in the general part of the award.

6. *Demand No. 4—Dearness Allowance.*—As stated in paragraph 17 of this Company's written statement (Exhibit 5) the Company under the agreement with the Union dated 1st August 1947 has been paying dearness allowance on the following basis with effect from 1st April 1947:—

- (1) 50 per cent. of the basic salary to those who have completed two years of service or on completion of two years of service.
- (2) 33 per cent. to those whose service is below two years.
- (3) Minimum of Rs. 35 in all cases.

7. The Company has opposed the demand for dearness allowance of 40 per cent. or a minimum of Rs. 40 which ever is higher. It has urged the same arguments as were advanced by Companies 1 and 2 in their respective written statements in opposing this demand. The Company in its written statement further records that after the first hearing before this Tribunal the workers declined to do overtime unless dearness allowance was raised to Rs. 40 per month and the Company without prejudice to its rights and contentions in these proceedings agreed to do so. Thus in effect this Company is at present paying the minimum dearness allowance of Rs. 40 per month as demanded by the Union. I, therefore, award that the Company shall pay minimum dearness allowance of Rs. 40 per month.

8. The Company has urged that in the event of my awarding the minimum of Rs. 40 per month, the percentage dearness allowance to be fixed should be lower than what it is paying at present. The Company has argued that since the Union has terminated the agreement which it entered into with the Company on 1st August 1947, it cannot now insist that the Company should be bound by the rate of dearness allowance therein provided. I think there is much substance in this argument. It must also be remembered that the Company was paying dearness allowance at the unusually high rate of 50 per cent. of the basic salary to those of its workmen who have put in more than two years of service as its scales of basic wages were generally low. Since I have raised the scales of basic wages, I feel it would be unreasonable to ask the Company to pay dearness allowance at the high rate at which it was paying hitherto. No doubt the wage scales I have fixed are on the basis of a week of 42 hours whilst the Company has been paying wages on the basis of 36 hours a week only and has been paying overtime at a better rate than I have awarded. But even here it must be remembered that before the Monani Committee the Union agree to the hours of work and overtime rates which I have awarded herein. Besides, the Union by insisting on the rate of Dearness Allowance demanded by it has shown a preference for it over the rate paid by the Company. I, therefore, award that this Company shall pay dearness allowance at the same rate as has been awarded to the workmen of Companies 1 and 2. The new rates shall

come into force on 1st July 1948 and the workmen shall be paid their dues within two months of the publication of this award in the official Gazette. Those who have drawn a higher amount by way of dearness allowance during this period under the company's existing rate of dearness allowance shall not be called upon to refund any amount. Those who have left the service of the Company between 1st July 1948 and the date of the publication of this award in the official Gazette, shall be paid their dues, if any, in the same manner and within the same period as provided for in the award on this demand against Companies 1 and 2.

9. *Demand No. 5—Leave. Demand No. 6—Holidays.*—I have already discussed these two demands in paragraphs 34 to 38 of my award on the general demands and I direct that my award thereon shall be implemented by this Company.

10. *Demand No. 7—Provident Fund.*—This Company has a scheme of Provident Fund in force since 1st April 1940 with regard to the rate of contribution, the present rate of contribution to the Provident Fund by the Company and the employees is 24 pies in the rupee of basic salary, i.e. 12½ per cent. Therefore, the demand of the Union that the rate of contribution should be 18 pies in the rupee is more than met.

11. With regard to the demand for adequate representation of the workmen on the Board of Trustees, an agreement between the Company and the Union dated 1st August 1947 provides that one Trustee, who is to be nominated from the members, by the Board of Trustees, will be nominated from a panel of three names to be submitted either by the Union representing (1) Editorial Department (2) Management Department, (3) Compose Department, (4) Printing Press Department and (5) Job Printing Press Department, failing which by the General meeting of the members of the Provident Fund. The Company has stated in its written statement (Exhibit 5) that the provisions of the agreement dated 1st August 1947 between the Company and the Union relating to the Provident Fund rules are being carried out by the Company. There is already one representative of the employees on the Board of Trustees and the Union so late as on 1st August 1947 thought that representation adequate. I, therefore, feel that by carrying out the terms of the agreement the Company is granting adequate representation to the employees and no order on this part of the demand is, therefore, necessary.

12. With regard to the Union's demand that employees should be entitled to the employer's contribution together with interest after a membership period of 5 years, the same has been conceded in the Company's agreement with the Union where it is provided that members of the Provident Fund would be entitled to the Company's contribution at the end of 5 years membership. This demand of the Union is also being conceded by the Company in practice.

13. With regard to the demand that every member should be entitled to the employer's contribution with interest, if any, before 5 years in the case of death, disability, retrenchment and termination of service due to reasons beyond his control, Rule 28 of the Company's rules concedes this demand in cases of retrenchment and termination of service due to reasons beyond the control of the employee. To this should be added a provision providing for the case of a member leaving the services of the Company because of disability. Rule 31 provides for payment of the Company's contribution in the event of death even before 5 years' service. By the adding of the case of disability in Rule 28 this demand of the Union would be met and I recommend the Company to do so.

14. *Demand No. 8—Gratuity.*—This Company has also opposed the demand for payment of gratuity. It points out that it is a charitable trust and that from its figures of annual net profit the amount that it would have to pay by way of income tax, were it not exempt from payment thereof, should not be taken into account for the purposes of consideration of the grant of bonus, gratuity or any of the other demands of the workmen. The Company points out that the rate of contribution to its Provident Fund is as high as 24 pies in the rupee, i.e., $12\frac{1}{2}$ per cent. and that the Company is contributing an equal amount. The Company has also urged that during each of the last 4 years it has regularly granted four months' wages as bonus. It has also submitted that its rate of dearness allowance is very liberal. For all these reasons the Company has argued that it should not be called upon to pay gratuity to its workmen. I do not think that for the purposes of considering a demand for payment of gratuity the rate of dearness allowance or the amount of cash bonus paid can be taken into account, as the payment of gratuity, is essentially a retirement benefit. However, as held by the learned Industrial Tribunal, Mr. K. C. Sen, "as to the amount of gratuity the amount contributed by the Company to the Provident Fund is relevant" (A.J. IT. 55 of 1948, *Bombay Government Gazette Extraordinary*, Part 1, dated 10th January 1949.) As already stated this Company has a rate of contribution by the members, to the Provident Fund of 24 pies in the rupee i.e., $12\frac{1}{2}$ per cent. and the same amount is contributed by the Company. The Company also credits a month's wages out of the bonus to the employees' Provident Fund. The Company's contributions to the Provident Fund are thus larger than the contribution usually made by other concerns. The maximum rate of contribution to the Provident Fund awarded by me against the other presses in this Adjudication is the rate of 16 pies in the rupee, i.e., $8\frac{1}{2}$ per cent. of the monthly basic salary. In the case of the Ford Motor Company of India Ltd. (A.J. IT. 55 of 1948), the Company prepared a statement in which the Provident Fund benefit at $6\frac{1}{2}$ per cent. i.e., 12 pies in the rupee, $8\frac{1}{2}$ per cent. i.e., 16 pies in the rupee and 10 per cent. i.e., $19\frac{1}{5}$ pies in the rupee, for an employee who began service on the lowest scale of pay and who rendered 15 years' service has been worked out with interest at the rate of 3 per cent. per annum. The calculation showed that at the rate of contribution of 10 per cent. of the basic salary to the Provident Fund,

an employee got an advantage of more than 3 months' wages over contribution at the rate of $8\frac{1}{2}$ per cent.. At this Company's rate of contribution of $12\frac{1}{2}$ per cent. an employee after 15 years' service would get a payment in the Provident Fund equivalent to almost six months' wages more than what he would get were the rate of contribution at the normal rate of $8\frac{1}{2}$ per cent. It seems to be fair, therefore, that the amount of gratuity, which should be awarded to the employees of this Company should be a little more than half of the amount of gratuity awarded to the employees of the Bombay Chronicle Company Ltd., and Bombay Samachar Co. Ltd. I accordingly direct that the terms of gratuity should be as follows:—

(1) On the death of an employee while in the service of the Company or on his physical or mental disability to continue further in service—

Half month's salary or wages for each year of continuous service, subject to a maximum of 8 months salary or wages to be paid to his heirs or assigns or to the disabled employee, as the case may be.

(2) On retirement or resignation of an employee after 15 years of continuous service—

8 months' salary or wages.

(3) On termination of services by the Company:—

(a) On completion of 10 years of continuous service and over—

Half month's salary or wages for each completed year of service, but not more than 8 months' salary or wages.

(b) On completion of 9 years of continuous service—

4 months' salary or wages.

(c) On completion of 8 years of continuous service—

$3\frac{1}{2}$ months' salary or wages.

(d) On completion of 7 years of continuous service—

3 months' salary or wages.

(e) On completion of five years but less than 7 years of continuous service—

$2\frac{1}{2}$ months' salary or wages.

15. Gratuity shall not be payable to any employee who is dismissed for gross misconduct. Salary or wages for the purpose of calculating gratuity shall be average salary or wages, exclusive of allowances, during the 12 months next previous to death, disability, retirement, resignation or termination as the case may be. The Company will be at liberty to grant gratuity in excess of the above, in its discretion. Gratuity on the above basis shall be granted to all persons who ceased to be in the service of the Company after the date of reference of this dispute to adjudication, i.e. 11th June 1948, on the basis of the continuous service including service prior to that date.

16. *Demand No. 9—Pension.*—Since I have awarded a scheme of gratuity for the workmen of this Company, this demand of the Union will not apply against this Company. However, for the reasons stated in my award on this demand in respect of the Bombay Chronicle Co., Ltd., and Bombay Samachar Co., Ltd., the demand is rejected.

17. *Demand No. 10—Bonus.*—The Company in its written statement has shown that it has paid during the last four years four months' basic wages as bonus during each year. The Company's financial year is from 1st April to 31st March. The Company has filed a statement (Exhibit 73) showing what bonus was paid by it during its financial year 1947-48. An analysis of the statement shows that during that year the Company paid to those who had completed two years' service in the factory four months' basic wage as bonus plus Rs. 51 by way of Independence Day bonus. 185 out of 287 employees in the factory got four months' basic wage as bonus and all the 287 employees in the factory got the Independence Day bonus of Rs. 51. Out of 142 employees in the office staff 96 got four months' basic wage as bonus and all the 142 got the Independence Day bonus of Rs. 51. In the factory those who had completed one year's service got two months' basic wage as bonus and in addition the Independence Day bonus of Rs. 25. In the office staff those who had completed one year's service got two months' salary as bonus and Rs. 25 as Independence Day bonus. From the factory staff 131 members who had not completed one year's service got Divali and Independence Day bonus. The total amount paid by the Company by way of annual bonus, Independence Day bonus and Divali bonus etc., came to the substantial figure of Rs. 1,53,292 (Exhibit 71). Under the agreement with the Union dated 1st August 1947 it was agreed with regard to bonus that the Company shall pay two months' bonus to each workman in cash and the balance would be appropriated as follows:—

One month's salary to be credited to the Provident Fund as workers' own contribution to the fund and one month's salary to be credited to Provident Fund as Company's contribution to the Fund.

It is now agreed that the one month's salary to be credited as Company's contribution to the Provident Fund as above would be credited into the members' own contribution to the Provident Fund. In the agreement it is specifically provided that the Company will continue to show the same spirit in paying bonus to its workmen. Thus it will be seen that the Company has paid bonus generously for the year 1947-48. I do not, therefore, think I would be justified in asking the Company to pay any more bonus to its workmen for that year.

18. With regard to the year 1948-49, i.e. 1st April 1948 to 31st March 1949, the Company has paid two bonuses as under:—

One month's salary at Diwali time, October 1948, to those who had completed one year's service on 31st October 1948.

One month's salary paid in June 1948 as cash bonus.

19. The Company has filed before me the statement of the particulars of its unaudited accounts for the year 1948-49 from which it is seen

that there has been a considerable drop in the net annual profit over the previous year's figure. However, the gross annual income or revenue shows an increase of Rs. 12,000 over the previous year's figure. No doubt the Company's net profit for the year 1948-49 have gone down but all the same the amount of profit is at a substantial figure. The Company has so far out of its profit for the financial year 1948-49 paid only two months basic wages as cash bonus. I feel the Company should grant in all three months' wages as Bonus out of its profits for the financial year 1948-49. I, therefore, direct that subject to the following conditions all employees whether permanent or temporary who have worked in the Company during 1948-49 shall be given a bonus equivalent to their earnings for 3 months :—

(1) Employees who have worked for less than 75 working days but for more than 32 days shall be granted a bonus to the extent of 50 per cent. and employees who have worked for 32 days or less shall not be paid any bonus.

(2) Any employee who has been dismissed for misconduct in 1948-49 (1st April 1948 to 31st March 1949) shall not be entitled to any bonus for the year even if he has worked for more than 32 days in that year.

(3) Bonus shall be calculated on earnings (exclusive of dearness allowance and bonus paid during the period) from 1st April 1948 to 31st March 1949.

(4) From the amounts thus calculated, the payments made to the workmen by way of two months' bonus for the year 1948-49 shall be deducted and the balance shall be credited as the members' contribution to the employees' Provident Fund Account within two months from the date of the publication of this Award in the official Gazette.

(5) Persons who are eligible for bonus but who are not in service of the Company on the date of the payment shall be paid the sums due to them in cash on or before the 31st March 1950. In such cases, claims in writing should be submitted to the Manager of the Company.

20. *Demand No. 11—Grace Time.*—Award as stated in paragraphs 39 to 41 of the general award.

21. *Demand No. 12—Full Compensation.*—Award as stated in paragraphs 42 and 43 of the general award.

22. *Demand No. 13—Promotions.*—Awards stated in paragraphs 44 and 45 of the general award.

23. *Demand No. 14—Permanency.*—Awards stated in paragraphs 46 to 48 of the general award.

24. *Demands No. 15—Service Record.*—Award as stated in paragraphs 49 to 51 of the general award.

25. *Demand No. 16—Information on Pay Slips and Envelopes.*
Demand No. 17—Monthly Record Ticket.—The awards on these two demands are as stated in paragraphs 52 and 53 respectively of the general award.

26. *Demand No. 18—Notices, Memos, Forms etc.*—Award as stated in paragraphs 54 and 55 of the general award.

27. *Demand No. 19—Benefits. Demand No. 26—Existing Rights.*—No orders can be passed on these two demands as they are vague and general for reasons stated in paragraph 56 of the general award.

28. *Demand No. 20—Outdoor Allowance.*—Award as stated in paragraph 57 of the general award.

29. *Demand No. 21—Rules.*—Demand rejected being too general for reasons stated in paragraph 58 of the general award.

30. *Demand No. 22—No Contract Labour.*—Award as stated in paragraphs 59 to 61 of the general award.

31. *Demand No. 23—Lien on the Job.*—Award as stated in paragraphs 62 and 63 of the general award.

32. *Demand No. 25—Termination of Service.*—Award as stated in paragraphs 64 to 66 of the general award.

33. The award is directed to be submitted to Government. No order as to costs.

SALIM M. MERCHANT,
Industrial Tribunal.

K. R. WAZKAR,
Secretary.

Bombay, 28th September 1949.

BEFORE MR. SALIM M. MERCHANT, INDUSTRIAL TRIBUNAL,
BOMBAY.

ADJUDICATION.

AJ.-IT.' 35 of 1948.

BETWEEN

The Vishwamitra, Bombay, (Company No. 6).

and

The workmen employed under it.

In the matter of an industrial dispute regarding Recognition of Union, Union Shop, Wages, Dearness Allowance, Leave, Holidays, Provident Fund, Gratuity, Pension, Bonus, etc. etc.

Mr. R. A. Gagrati, Solicitor of Messrs. Gagrati & Co., Solicitors, with Mr. M. A. Gagrati for the Company.

Mr. K. K. Khadilkar instructed by Mr. D. S. Nargolkar, Vice-President, and Mr. Vinayak Purohit, General Secretary, Bombay Press Employees' Union, for the workmen.

AWARD.

PART V.

This is the smallest Company in this adjudication employing only 65 workmen. This is a proprietary concern and Mr. M. C. Agarwala, Proprietor, Vishvamitra Karyalaya, is its Sole Proprietor. This is a Hindi daily published from Bombay. The main office of the Company is at Calcutta, and it has a branch office at Delhi but no particulars of the profits made at the head office are placed at the disposal of the Tribunal.

2. The Company has filed a statement showing its financial position during the last three years, 1945, 1946 and 1947, which shows that in 1945 the Company made a heavy loss and in 1947 the loss was double the loss of 1945. In 1946 the Company made a negligible profit of a few hundred rupees. The Company has no reserve fund. I shall now deal with the demands seriatim.

3. *Demand No. 1—Recognition of Union.*—The demand is rejected for reasons stated in paragraphs 15 and 16 of the general award.

4. *Demand No. 2—Union Shop.*—The demand is rejected for reasons stated in paragraphs 17, 18 and 19 of the general part of the award.

5. *Demand Nos. 3 and 4—Wage Scales and Scales of Pay for Lino Operators.*—I award that the wage scales prescribed by me in the general part of the award shall apply with retrospective effect from 1st July 1948 to the workmen of this Company and the adjustment of the present salaries into the new wage scales prescribed shall be made on the basis provided therein. The calculation and payment of the amounts due to the workmen of this Company shall be made in the manner and within the period provided for in the general award.

6. *Demand No. 4—Dearness Allowance.*—This Company in paragraph 17 of its written statement (Exhibit 6) has stated that during the period of the war the salary fixed was salary inclusive of dearness allowance. This is a small concern and has its head office in Calcutta and a branch office in Delhi. The sole proprietor of this concern is Mr. M. C. Agarwal. As I have already observed the rate of dearness allowance fixed by me is the lowest rate of dearness allowance which I think should be paid by any of the Companies in this reference. I have fixed under demand No. 3 the minimum scales of pay to be paid to each category of employees and the same will also apply to this press. This press will have to pay dearness allowance at the rate awarded against Companies 1 and 2. I, therefore, award that this Company shall pay dearness allowance at the rate awarded in the case of Companies 1 and 2 with effect from 1st July 1948. For the calculation of the difference between the dearness allowance already paid by the Company and the dearness allowance to be paid at the rate fixed by me, what should be done is that the dearness allowance

at the rate awarded herein should be calculated on the basis of the wages fixed under my award on demand No. 3 and from the sum total of the basic wage as awarded under No. 3 and the dearness allowance awarded herein, the amount already paid by way of wages. (which includes an element of dearness allowance) should be deducted and the balance should be paid to the workmen within two months of the date of publication of this award in the official Gazette. Those employees of this Company who were in service for any period between 1st July 1948 and the date of publication of this award, but who are not in service on the date of payment of this amount, shall on their making a written application for the same within three months of the publication of this award in the official Gazette, be paid the amounts thus due within a month of the receipt of their applications.

7. *Demand No. 5—Leave. Demand No. 6—Holidays.*—I have already discussed these two demands in paragraphs 34 to 38 of the general part of the award and I direct that my award therein shall be implemented by this Company.

8. *Demand No. 7—Provident Fund.*—This Company has no written rules governing its Provident Fund which is at present in force. It introduced the Provident Fund in 1945. The rate of contribution is 12 pies in the rupee and the period of service entitling a workman to the Company's contribution to the Provident Fund in full is after 5 years of service. The Company in its written statement (Exhibit 6) has argued that the Company put into force a Provident Fund scheme with the approval of the Deputy Director of Labour Administration. The Company is prepared to adhere to the Provident Fund scheme which has been introduced by it and the fresh demands now made by the Union are not acceptable to it. The agreement dated 17th September 1947 entered into by the Union with the Company provides for the continuance of this system. I think the provisions of the Provident Fund Scheme at present in force are not satisfactory. I, therefore, recommend that the Company shall frame a proper scheme of Provident Fund on the lines of the Model Rules relating to Provident Fund for industrial employees framed by the Government of Bombay, except that the rate of contribution by the employer and the employees shall be 16 pies in the rupee. As regards the representation of the employees on the Board of Trustees of the Fund the representation will be the same as provided for in the Government Model Rules. Provision should be made in the rules for payment of the Company's contribution on the following basis :—

Those who have put in service of	between 5 and	
7 years	...	50 per cent.
Those who have put in service of	between 7 and	
10 years	...	75 per cent.
Those who have put in	over 10 years' service	... 100 per cent.

9. I further recommend that the new rules should be put into effect from 1st January 1950.

10. *Demand No. 8—Gratuity.*—The Company has opposed this demand of the Union. As pointed out at the outset the financial position of the paper is far from satisfactory. During the last three years it has made only a small profit in 1946 and has suffered considerable losses in 1945 and 1947. I have increased the rate of contribution to the Provident Fund from 12 pies to 16 pies in the rupee. Considering the present financial position of the paper I cannot persuade myself to award a scheme of gratuity. The demand is, therefore, rejected.

11. *Demand No. 9.—Pension.*—For the reasons stated in my award on this demand in respect of the Express Newspapers Ltd., the demand is rejected.

12. *Demand No. 10.—Bonus.*—As already pointed out the financial working of the Bombay Office of this paper has been far from sound. All the same the Company has paid one month's basic wage, which includes an element of dearness allowance, for each of the years 1945, 1946 and 1947. It pays bonus for the previous year in the subsequent year. The main office of the Company is at Calcutta but no particulars of the profits made at the head office are placed at the disposal of the Tribunal. During 1945 the Company made a loss which was doubled for the year 1947. In 1946 the Company made an insignificantly small profit of a few hundred rupees. The Company is not in a position to pay any bonus higher than what it has been paying. The Company has paid bonus on the basis of one month's basic wage, which includes an element of dearness allowance, for the year 1947 and I do not think I would be justified in making any increase in that amount. As for the Bonus for the year 1948, the Company has not placed its accounts for that year before me. I am therefore not in a position to decide what amount of Bonus the Company should grant for that year. The question is therefore kept open.

13. *Demand No. 11—Grace Time.*—Award as stated in paragraphs 39 to 41 of the general award.

14. *Demand No. 12—Full Compensation.*—Award as stated in paragraphs 42 and 43 of the general award.

15. *Demand No. 13—Promotions.*—Award as stated in paragraphs 44 and 45 of the general award.

16. *Demand No. 14—Permanency.*—Award as stated in paragraphs 46 to 48 of the general award.

17. *Demand No. 15—Service Record.*—Award as stated in paragraphs 49 to 51 of the general award.

18. *Demand No. 16—Information of Pay Slips and Envelopes.*
Demand No. 17—Monthly Record Ticket.—The awards on these two demands are as stated in paragraphs 52 and 53 respectively of the general award.

19. *Demand No. 18—Notices, Memos, Forms etc.*—Award as stated in paragraphs 54 and 55 of the general award.

20. *Demand No. 19—Benefits. Demand No. 26—Existing Rights.*—No orders can be passed on these two demands as they are vague and general for reasons stated in paragraph 56 of the general award.

21. *Demand No. 20—Outdoor Allowance.*—Award is as stated in paragraph 57 of the general award.

22. *Demand No. 21—Rules.*—Demand rejected being too general for reasons stated in paragraph 58 of the general award.

23. *Demand No. 22—Contract Labour.*—Award as stated in paragraphs 59 to 61 of the general award.

24. *Demand No. 23—Lien on the Job.*—Award as stated in paragraphs 62 and 63 of the general award.

25. *Demand No. 25—Termination of Service.*—Award as stated in paragraphs 64 to 66 of the general award.

26. The award is directed to be submitted to Government. No order as to costs.

SALIM M. MERCHANT,
Industrial Tribunal.

K. R. WAZKAR,
Secretary.

Bombay, 28th September 1949.

BEFORE MR. SALIM M. MERCHANT, INDUSTRIAL TRIBUNAL,
BOMBAY.

ADJUDICATION.

AJ.IT/35 OF 1948

BETWEEN

The Sanj Vartaman, Bombay. (Company No. 7).

AND

The workmen employed under it.

In the matter of an industrial dispute re: Recognition of Union, Union Shop, Wages, Dearness Allowance, Leave, Holidays, Provident Fund, Gratuity, Pension, Bonus etc.

Mr. R. A. Gagrat, Solicitor of Messrs. Gagrat & Co., Solicitors, with Mr. M. A. Gagrat for the Sanj Vartaman.

Mr. K. K. Khadilkar instructed by Mr. D. S. Nargolkar, Vice-President, and Mr. Vinayak Purohit, General Secretary, Bombay Press Employees' Union, for a section of the workmen.

Mr. K. N. Joglekar of the Bombay Press and Printing Kamgar Union for another section of the workmen.

AWARD.

PART VI.

This is an evening Gujarati daily. The proprietors of the Sanj Vartaman are Messrs. Rustom N. Vatcha Ghandi & Co., the sole proprietress of which is Mrs. N. F. Mehta. This award will, therefore, be against Messrs. Rustom N. Vatcha Ghandi & Co. and not against the Sanj Vartaman, which is merely the name of the paper.

2. The Sanj Vartaman is a Gujarati daily of long standing. The Company also does job work of printing other newspapers and in special cases undertakes other printing works. In September 1942 the Company started "The Mumbai Vartaman", a Gujarati morning daily, as a rival to another leading Parsi Gujarati paper, "The Jume Jamshed." "The Mumbai Vartaman" made heavy losses every year till it was sold off in August 1947. After the paper was sold off and its staff was taken over by Messrs. Maden Commercial Corporation Ltd. the Company has, during the last year, shown a profit. The accounts of the Company (Ex. 69) show that the Company during the years 1945, 1946, 1947 and 1948 made very small profits, the highest having been earned during the year 1948 after the Company succeeded in selling off the Mumbai Vartaman which had been a heavy liability upon it.

3. *Demand No. 1—Recognition of Union.*—The demand is rejected for reasons stated in paragraphs 15 and 16 of my award on the general demands.

4. *Demand No. 2—Union Shop.*—The demand is rejected for reasons stated in paragraphs 17 to 19 of my award on the general demands.

5. *Demands Nos. 3 and 24—Wage Scales and Scales of Pay for Lino Operators.*—I award that the scales of pay prescribed by me in the general part of my award shall apply to the workmen of this Company with retrospective effect from 1st July 1948 and the adjustment of the present salaries into the new wage scales shall be made on the basis provided therein. The calculation and payment of the amounts due to the workmen of the Company shall be made in the manner and within the period provided for in the general award.

6. *Demand No. 4—Dearness Allowance.*—This Company is paying dearness allowance at the rate of Rs. 28 per month plus *pro rata* of Rs. 28 on overtime wages which, according to the Company, approximates to Rs. 35 per month. The Company has opposed the demand of the Union. It points out that as it very recently revised its rates of basic wage, and granted very generous increases, the dearness allowance was not increased. This Company has argued that if the rate of dearness allowance demanded by the Union were awarded it would impose an annual recurring burden of Rs. 36,000 (Ex. 70) which it would not be able to bear. It, therefore, pleaded that a lower rate of dearness allowance should be granted than demanded by the Union. As already stated the rate of dearness allowance which

I have fixed for Companies 1 and 2, and which I have awarded against all Companies at present paying dearness allowance at a rate lower than that, is the lowest rate of dearness allowance that should in fairness be paid to employees in any of the ten presses concerned in this adjudication. The dearness allowance of Rs. 28 per month is inadequate as it does not neutralize the rise in the cost of living in a satisfactory manner. I, therefore, award that this Company shall pay dearness allowance on the same basis as awarded to Companies 1 and 2 with effect from 1st July 1948. I further award that this Company shall make fresh calculations on the basis of the dearness allowance awarded above for the period from 1st July 1948 and after deducting the actual amount of dearness allowance already paid to the employees make payment of the arrears of dearness allowance thus due within two months from the date of publication of this award in the official Gazette. The calculation should be made to the nearest anna, 6 pies and over being reckoned as one anna and less than six pies being omitted. Those employees of the Company who were in service for any period between 1st July 1948 and the date of publication of this award but who are not in service on the date of payment of this amount shall, on their making written applications for the same, within three months of the publication of this award in the official gazette, be paid the amount thus due within a month of the receipt of the applications.

7. *Demand No. 5—Leave. Demand No. 6—Holidays.*—I have already discussed these two demands in paragraphs 34 to 38 of my award on the general demands and I direct that my award therein shall be implemented by this Company.

8. *Demand No. 7—Provident Fund.*—This Company has no Provident Fund scheme, nor has it a system of payment of gratuity. The Company has thus no scheme by which retirement benefit of any kind is granted to its workmen. In its written statement the Company has argued that it is not in a position to introduce a Provident Fund scheme and at the same time pay bonus. It avers that it is prepared to put into effect a Provident Fund scheme but in that event it would reduce the amount of annual bonus being paid by it. I am afraid the Company is confusing two different kinds of payments. Bonus is paid out of profits firstly, to make up the gap between the existing wage and the living wage and secondly as the workers' share in the profits—the workmen having by their efforts contributed to the earning thereof. A Provident Fund scheme is meant for providing a retirement benefit to the employees. This Company's financial position is showing improvement since it sold off *Mumbai Vartman* which was largely responsible for its small profits in the past few years. The Company is now in a position to grant the benefits of the Provident Fund scheme to its workmen.

9. The Company at the hearing stated that it would formulate a Provident Fund scheme with a provision for contribution at the rate of 16 pies in the rupee provided the period of service after which

the employee would be entitled to the Company's contribution to the Fund would be not less than 10 years. For reasons already discussed some provision must be made for paying a portion of the Company's contribution to the Provident Fund to an employee after he has put in five years' service. I, therefore, recommend that the Company should frame a Provident Fund scheme on the lines of the Model Rules relating to Provident Fund for industrial employees framed by the Government of Bombay, except that the contribution by the employees to the Fund shall be 16 pies in the rupee or $8\frac{1}{2}$ per cent. of their wages, the Company contributing an equal amount. As regards the representation of the workmen on the Board of Trustees of the Fund, the representation will be the same as provided for in the Government model rules. The rules should also provide for payment of the Company's contribution to an employee leaving the Company's services voluntarily on the following basis :—

To those who have put in between 5 and 7 years' service—50 per cent of the Company's contribution.

To those who have put in service between 7 and 10 years.—75 per cent of the Company's contribution.

To those who have put in 10 years' service and over—100 per cent of the Company's contribution.

I further direct that the Provident Fund Scheme shall be put into effect from 1st January 1950.

10. *Demand No. 8—Gratuity.*—The Company has opposed this demand of the Union. It has shown that during the last four years since 1945 it has made meagre annual profits and that it has been able to make a fairly substantial profit only during the last year, i.e., 1948. The Company had no Provident Fund scheme, but I have awarded one in my award on that demand which will come into force from 1st January 1950. I am afraid in the present financial position of the Company any scheme of gratuity would be an unreasonably heavy burden for it to bear. The demand of the Union is, therefore, rejected.

11. *Demand No. 9—Pension.*—For the reason stated in my award on this demand in respect of Express Newspapers Ltd., the demand is rejected.

12. *Demand No. 10—Bonus.*—The Company paid a bonus of one month's basic wage for the year 1944 and in 1945, 1946 and 1947 paid bonus equivalent to $1\frac{1}{2}$ month's basic wages for each year. The Company has furnished me with the figures of the profits made by it during 1948 which show considerable improvement upon the profits of the previous year. This is because the paper "Mumbai Vartaman", which this Company was conducting and which was a constant source of loss to the Company has now been sold off. Though the profits made by the Company in 1948 show an improvement

upon the trading results for the previous year, I do not think I would be justified in asking the Company to pay a higher bonus than of $1\frac{1}{2}$ month's basic wages, as I have to remember that by my award on the various demands in this adjudication a fairly heavy financial burden will be placed upon this Company. I, therefore, direct that, subject to the following conditions, all employees whether permanent or temporary, who have worked in this Company shall be given a bonus equivalent to their average earnings in 1948 for $1\frac{1}{2}$ month on the following terms and conditions:—

(1) Employees who have worked for less than 75 working days and more than 32 working days shall be granted a bonus to the extent of 50 per cent of the Basic wages and employees who have worked for 32 days or less shall not be paid any bonus.

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

(3) Bonus shall be calculated on earnings (exclusive of dearness allowance and bonus paid during the period) from 1st January to 31st December 1948.

(4) From the amount thus calculated, the payment made to the workmen in the way of annual bonus ($\frac{1}{2}$ month's basic wages as stated by the Co.) shall be deducted and the balance shall be paid to the employees within a month from the date of publication of this Award in the official Gazette.

(5) Persons who are eligible for bonus but who are not in the service of the Company on the date of the payment shall be paid in one lump sum on or before 31st December 1949. In such cases, claims in writing should be submitted to the Manager of the Company.

13. *Demand No. 11—Grace Time*.—Award as stated in paragraphs 39 to 41 of the general award.

14. *Demand No. 12—Full Compensation*.—Award as stated in paragraphs 42 and 43 of the general award.

15. *Demand No. 13—Promotions*.—Award as stated in paragraphs 44 and 45 of the general award.

16. *Demand No. 14—Permanency*.—Award as stated in paragraphs 46 to 48 of the general award.

17. *Demand No. 15—Service Record*.—Award as stated in paragraphs 49 to 51 of the general award.

18. *Demand No. 16—Information on Pay Slips and Envelopes*.

Demand No. 17—Monthly Record Ticket.—The awards on these two demands are as stated in paragraphs 52 and 53 respectively of the general award.

19. *Demand No. 18—Notices, Memos, Forms, etc.*—Award as stated in paragraphs 54 and 55 of the general award.

20. *Demand No. 19—Benefits*. *Demand No. 26—Existing Rights*.—No orders can be passed on these two demands as they are vague and general for reasons stated in paragraph 56 of the general award.

21. *Demand No. 20—Outdoor Allowance*.—Award as stated in paragraph 57 of the general award.

22. *Demand No. 21—Rules.*—Demand rejected^r being too general for reasons stated in paragraph 58 of the general award.

23. *Demand No. 22—Contract Labour.*—Award as stated in paragraphs 59 to 61 of the general award.

24. *Demand No. 23—Lien on the job.*—Award as stated in paragraphs 62 and 63 of the general award.

25. *Demand No. 25—Termination of Service.*—Award as stated in paragraphs 64 to 66 of the general award.

26. The award is directed to be submitted to Government. No order as to costs.

SALIM M. MERCHANT,
Industrial Tribunal.

K. R. WAZKAR,
Secretary.

Bombay, 28th September 1949.

BEFORE MR. SALIM M. MERCHANT, INDUSTRIAL TRIBUNAL, BOMBAY.

ADJUDICATION.

AJ. IT 35 of 1948.

BETWEEN

G. Claridge & Co. Ltd., Bombay (Company No. 8).

AND

The workmen employed under it.

In the matter of an industrial dispute re : Recognition of Union, Union Shop, Wages, Dearness Allowance, Leave, Holidays, Provident Fund, Gratuity, Pension, Bonus, etc. etc.

Mr. R. A. Gagrat, Solicitor of Messrs. Gagrat & Co., Solicitors, with Mr. M. A. Gagrat for G. Claridge & Co., Ltd.

Mr. K. K. Khadilkar instructed by Mr. D. S. Nargolkar, Vice-President, and Mr. Vinayak Purohit, General Secretary, Bombay Press Employees' Union, for the workmen.

AWARD
PART VII.

This is a large printing press whose managing agents are W. H. Brady & Co. Ltd. The Company employs 218 workmen in its press. The press also does a considerable amount of litho work. This is a public limited

Company and the figures of the Company's net profits for the four years 1945, 1946, 1947 and 1948 (Exhibit 75) are as follows :

1945—Rs. 1,13,842—0—4
1946—Rs. 2,32,709—12—8
1947—Rs. 2,79,097—15—4
1948—Rs. 1,83,752—1—10

The Company has a reserve fund of Rs. 4,00,000 and has paid dividends of Rs. 40,000, Rs. 64,000, Rs. 80,000 and Rs. 72,000 for 1945, 1946, 1947 and 1948 respectively. The rate of dividends work out to 8 per cent., 10 per cent. and 9 per cent. during 1946, 1947 and 1948 respectively. The Company's authorized capital is Rs. 8,00,000 made up of 8,000 shares of Rs. 100 each fully subscribed and paid for and 2,000 shares of Rs. 100 each issued as fully paid up without payment in cash. The Company has a plant rehabilitation fund of Rs. 75,000 and a reserve for bad and doubtful debts of Rs. 6,030. Its workmen's Gratuity and Welfare Fund stands at the respectable figure of Rs. 26,160—14—0. It has made adequate provision for taxation. The Company is in a sound and flourishing financial condition.

2. *Demand No. 1—Recognition of Union.*—The demand is rejected for reasons stated in paragraphs 15 and 16 of the general part of the award.

3. *Demand No. 2—Union Shop.*—The demand is rejected for reasons stated in paragraphs 17, 18 and 19 of the general part of the award.

4. *Demands Nos. 3 and 2A—Wage Scales and Scales of Pay for Lino Operators.*—I award that the scales of pay prescribed by me in the general part of the Award shall apply with retrospective effect from 1st July 1948 to the workmen of this Company. The adjustment of the present salaries into the new wage scales prescribed shall be on the basis provided therein and the calculation and payment of the amounts due to the workmen of this Company shall be made in the manner and within the period as provided for in the general part of the award.

5. *Demand No. 4—Dearness Allowance.*—This Company pays dearness allowance at the rate of Rs. 40 per month and has no provision for percentage increase in dearness allowance with increases in salary. The Company has opposed the demand of the Union and has advanced the same arguments in identical terms as were advanced by Companies 1 and 2. I have dealt with those arguments in my award against those Companies. This Company is one of the leading job printing presses in Bombay City. It has consistently been making large profits and can easily pay the rate of dearness allowance awarded against Companies 1 and 2. I, therefore, award that this Company shall pay dearness allowance on the same basis as awarded against Companies 1 and 2, with effect from 1st July 1948. I further award that this Company shall make fresh calculations on the basis of the dearness allowance awarded above for the period from 1st July 1948 and after deducting

the actual amount of dearness allowance already paid to the employees make payment of the arrears of dearness allowance thus due within two months from the date of publication of this award in the official Gazette. The calculation should be made to the nearest anna, 6 pies and over being reckoned as one anna and less than six pies being omitted. Those employees of the Company, who were in service for any period between 1st July 1948 and the date of publication of this award, but who are not in service on the date of payment of this amount, shall, on their making written applications for the same, within three months of the publication of this award in the official Gazette, be paid the amounts thus due within a month of the receipt of their applications.

6. *Demand No. 5—Leave. Demand No. 6.—Holidays.*—I have already discussed these two demands in paragraphs 34 to 38 of the general part of the award, and I direct that my award therein shall be implemented by this Company.

7. *Demand No. 7—Provident Fund.*—The company has a Provident Fund scheme in force since 1945 (Exhibit 33). Rule 6 of the Company's Provident Fund rules provides that the rate of contribution shall be $7\frac{1}{2}$ per cent. i.e. 14-2/5 pies in the rupee. The Company can well afford to increase the same to 16 pies in the rupee for all employees and make an equal contribution itself and I recommend that the rules of the Company's Provident Fund be amended accordingly.

8. Rules 10, 11 and 12 of the Company's Provident Fund rules provide for the period of service which would entitle an employee to receive the Company's contribution to the Provident Fund. With regard to the period, it is provided that an employee shall be entitled to receive the Company's contribution to the Provident Fund with interest after putting in 15 years' approved and meritorious service. If a member is dismissed for misconduct or voluntarily leaves employment, with or without notice before attaining 15 years' service, the Company shall be entitled to refund of its contribution with interest. I think these rules are not satisfactory. For reasons already discussed I feel that an employee should be entitled to a portion of the Company's contribution to the Provident Fund after putting in 5 years' service. I, therefore, recommend that every employee shall be entitled to the following share of the Company's contribution with interest thereon to the Provident Fund:—

To those who have put in between 5 and 7 years' service—
50 per cent. of the Company's contribution.

To those who have put in between 7 and 10 years' service—
75 per cent. of the Company's contribution.

To those who have put in 10 years' service and over—100 per cent.
of the Company's contribution.

9. Rule 12 of the Company's Provident Fund rules provides, that a member who retires or whose services have been dispensed with

by the Company owing to continued illness, incapacitating him from the proper discharge of his duties, to be certified by a medical practitioner nominated by the Company, or whose services are dispensed with owing to reduction of staff or some other cause beyond his own control, not being a cause of the nature provided for in Rule 11, shall be entitled to the full amount standing to the credit of his account in the Fund at the time of the termination of his services or his discharge or retirement. This meets the demand of the Union with regard to payment of the Provident Fund amount to employees whose services are terminated by death, disability, retrenchment or reasons beyond his control even before he has put in 5 years' service. No order is, therefore, necessary on this demand.

10. With regard to the demand for adequate representation on the Board of Trustees, rule 4 provides that there shall be three Trustees on the Board of Trustees, one of whom shall be a representative of the employees. I consider this to be adequate representation and, therefore, do not recommend any alteration.

11. I recommend that the alterations in the Provident Fund rules suggested as stated above shall come into force from 1st January 1950.

12. *Demand No. 8—Gratuity.*—The Company has opposed this demand of the Union. As stated earlier this Company's financial position is sound and it has been making very large annual profits and has declared during the last three years on an average dividend of 9 per cent. It has a substantial reserve fund and in all respects is a flourishing industrial concern. Since the Company has been placed on a sound financial position, there does not seem to me any justifiable reason for refusing the demand for payment of gratuity. However, the rate at which gratuity is demanded by the Union is unreasonably high. I would award the same scheme of gratuity as I have awarded to the workmen of the Bombay Chronicle Co. Ltd. and the Bombay Samachar Co. Ltd. I, therefore, award that the Company shall pay gratuity on the following scale:—

(1) On the death of an employee while in the service of the Company or on his physical or mental disability to continue further in service—One month's salary or wages for each year of continuous service subject to a maximum of 15 months' salary or wages to be paid to his heirs or assigns or to the disabled employee, as the case may be.

(2) On retirement or resignation of an employee: After 15 years of continuous service—15 months' salary or wages.

(3) On termination of services by the Company:

(a) On completion of ten years of continuous service and over—One month's salary or wages for each completed year of service, but not more than 15 months' salary or wages.

(b) On completion of nine years of continuous service—Seven months' salary or wages.

(c) On completion of eight years of continuous service—Six months' salary or wages.

(d) On completion of seven years of continuous service—Five months' salary or wages.

(e) On completion of five years but less than seven years of continuous service—Four months' salary or wages.

13. Gratuity shall not be payable to any employee who is dismissed for gross misconduct. Salary or wages for the purposes of calculating gratuity shall be the average salary or wages, exclusive of allowances during the 12 months next previous to death, disability, retirement, resignation or termination, as the case may be. The Company will be at liberty to grant gratuity in excess of the above in its discretion. Gratuity on the above basis shall be granted to all persons who ceased to be in the service of the Company after the date of the reference of this dispute to adjudication, i.e. 11th June 1948, on the basis of their continuous service including service prior to that date.

14. *Demand No. 9—Pension.*—For the reasons stated in my award on this demand in the general part of the award, this demand of the Union is rejected.

15. *Demand No. 10—Bonus.*—As already stated this Company is in a very sound financial position. The Company has been paying two months' basic wages as bonus to its employees every year. For the year ending 31st December 1948 the Company has already declared two months' basic wages as bonus to all employees who have put in 12 months' service with the Company during the year 1948 and one month's basic wages as bonus to all workers who have put in six months service during the year. No bonus is paid to employees who have put in less than six months' service during the year. I was told that similar conditions governed the payment of bonus for the previous year, i. e. 1947.

16. I think the Company can afford to pay a higher bonus than it has paid. As will be seen the Company in 1947 made a net profit of Rs. 2,79,097-15-4 and paid a dividend of 10 per cent. In 1948 though its profits suffered a considerable decline, it has paid a dividend of 9 per cent. When such a substantial share of the profits goes to the shareholders, I think the workmen also should be entitled to a little more by way of bonus than has been granted. I think the Company should pay three months' basic wages as bonus for each of the two years 1947 and 1948. I, therefore, direct that subject to the following conditions all employees, whether permanent or temporary, who have worked in this Company shall be given a bonus equivalent to three months' basic earnings for 3 months' basic earnings for 1947 and 1948.

(1) Employees who have worked for less than 75 working days and more than 32 working days during either year shall be granted a bonus to the extent of 50 per cent. and employees who have worked for 32 days or less shall not be paid any bonus for that year.

(2) Any employees who has been dismissed for misconduct in 1947 and 1948 shall not be entitled to any bonus for the year in which

he is dismissed even if he has worked for more than 32 days in that year.

(3) Bonus shall be calculated on earnings (exclusive of dearness allowance and Bonuses paid during the period) from 1st January to 31st December of each year.

(4) From the amounts thus calculated, the payments made to the workmen in respective years by way of bonus should be deducted, and the balance shall be paid to the employees within a month from, the date of the publication of this award in the official Gazette.

(5) Persons who are eligible for Bonus but who are not in the service of the Company on the date of the payment shall be paid in one lump sum on or before 31st December 1949. In such cases claims in writing should be submitted to the Manager of the Company.

17. *Demand No. 11—Grace Time.*—Award as stated in paragraphs 39 to 41 of the general award.

18. *Demand No. 12—Full Compensation.*—Award as stated in paragraphs 42 and 43 of the general award.

19. *Demand No. 13—Promotions.*—Award as stated in paragraphs 44 and 45 of the general award.

20. *Demand No. 14—Permanency.*—Award as stated in paragraphs 46 to 48 of the general award.

21. *Demand No. 15—Service Record.*—Award as stated in paragraphs 49 to 51 of the general award.

22. *Demand No. 16—Information on Pay Slips and Envelopes—Demand No. 17—Monthly Record Ticket.*—The awards on these two demands are as stated in paragraphs 52 and 53 respectively of the general award.

23. *Demand No. 18—Notices, Memos, Forms, etc.*—Award as stated in paragraphs 54 and 55 of the general award.

24. *Demand No. 19—Benefits—Demands No. 26—Existing Rights.*—No orders can be passed on these two demands as they are vague and general for reasons stated in paragraph 56 of the general award.

25. *Demand No. 20—Outdoor Allowance.*—Award as stated in paragraph 57 of the general award.

26. *Demand No. 21—Rules.*—Demand rejected being too general for reasons stated in paragraph 58 of the general award.

27. *Demand No. 22—No Contract Labour.*—Award as stated in paragraphs 59 to 61 of the general award.

28. *Demand No. 23—Lien on the Job.*—Award as stated in paragraphs 62 and 63 of the general award.

29. *Demand No. 25—Termination of Service.*—Award as stated in paragraphs 64 to 66 of the general award.

30. The award is directed to be submitted to Government. No order as to costs.

K. R. WAZKAR,
Secretary.

Bombay, 28th September 1949.

SALIM M. MERCHNAT,
Industrial Tribunal.

BEFORE MR. SALIM M. MERCHANT, INDUSTRIAL
TRIBUNAL, BOMBAY.

ADJUDICATION

AJ. IT. 35 of 1948

BETWEEN

The British India Press, Bombay (Company No. 9)

AND

The workmen employed under it.

In the matter of an industrial dispute re : Recognition of Union,
Union Shop, Wages, Dearness Allowance, Leave, Holidays,
Provident Fund, Gratuity, Pension, Bonus, etc., etc.

Mr. K. M. Diwanji, Solicitor of Messrs. Ambubhai Diwanji & Co.,
Solicitors, for the British India Press.

Mr. K. K. Khadilkar instructed by Mr. D. S. Nargolkar, Vice-
President, and Mr. Vinayak Purohit, General Secretary, Bombay
Press Employees' Union, for the workmen.

AWARD.

PART VIII.

This press formerly belonged to Ghulam Hussain Ahmedally & Co. Ltd., which Company on 14th November 1945 entered into an agreement for sale of the press to Janab Yusuffbhai, who later formed a private limited Company called the Leaders' Press Ltd., and the concern was taken over by this limited Company. This is a private limited company with a capital of Rs. 5,00,000. The Company has proposed to increase the share capital by another Rs. 5,00,000. The Company has filed before me in these proceedings its balance sheets for the years ending 31st December 1946, and 31st December 1947, during which it has made small profits. The Company now has a small reserve fund. It declared a dividend of only 2 per cent. in 1946 and has not declared any dividend out of the profits for the year 1947. The Company in a statement, which it has filed (Exhibit 59) has pleaded that this is an old press with very old machinery which need to be replaced very badly and that the machinery and the press being old and dilapidated they are not giving the same output as new machines would give. The Company argues that the press is mainly a letter press which executes small orders and has to face severe competition from other small presses. The Company urges for my consideration the fact that while its total wage bill is mounting, the orders executed have been comparatively

small. The proceeds from orders executed as compared to the capital invested is very poor. It pleads that during the last three years it has lost much of the business which it used to formerly command and cites as an example of how a Company of Booksellers in Bombay, which was the regular customers of this Press, is now placing its orders in Bangalore and Madras where printing charges are lower than in Bombay mainly because of the cheap labour available there.

2. *Demand No. 1—Recognition of Union.*—The demand is rejected for reasons stated in paragraphs 15 and 16 of the general part of the Award.

3. *Demand No. 2—Union Shop.*—The demand is rejected for reasons stated in paragraphs 17, 18 and 19 of the general part of the Award.

4. *Demand Nos. 3 and 2A—A Wage Scales and Scales of pay for Lino Operators.*—I award that the scales prescribed in the general part of the award shall apply with retrospective effect from 1st July 1948 and the adjustment of the present salaries into the new wage scales shall be made on the basis provided therein. The calculation and payment of the amounts due to the workmen of the Company shall be made in the manner and within the period provided for in the general award.

5. *Demand—No. 4—Dearness Allowance.*—This is the only Company which pays dearness allowance to its workmen on a basis which is linked with the cost of living index. The Company in its written statement, paragraph 16 of Exhibit 9, has stated that it pays dearness allowance calculated at 60 per cent. of the Bombay Millowners' Association's rate i.e. the scale of dearness allowance awarded to textile workers by the Industrial Court, Bombay. As pointed out by the Industrial Court in its award in Ref. 1, 4 and 5 of 1946 (1948. I. C. R., Bombay, Page 47) the grant of dearness allowance at the rate fixed by it neutralizes only to the extent of 90 per cent. the rise in the cost of living above the pre-war level—for an employee drawing a basic salary of Rs. 30 per month and the rate of neutralisation is lower in proportion to the increase in salary. Thus an employee in this Company who draws a salary of Rs. 30 per month gets a neutralisation of 60 per cent. of 90 per cent. i.e. 54 per cent. of the rise in the cost of living over the pre-war level. For employees drawing a higher salary than Rs. 30 per month the rate of neutralisation would be still lower. Thus the rate of dearness allowance granted by this Company is, in my opinion, not satisfactory. As pointed out earlier the average of the cost of living index number for the year 1948 was 303 and the average amount of dearness allowance paid to the textile operatives in Bombay came to Rs. 51 per month. The Company on the basis of 60 per cent. of the Bombay Millowners' Association's rate of dearness allowance, paid an average monthly dearness allowance of about Rs. 30-8-0 during 1948. This scale of dearness allowance is not satisfactory and needs to be revised. I, therefore, award that this Company shall pay dearness

allowance on the same basis as awarded against Companies 1 and 2 with effect from 1st July 1948. I further award that the Company shall make fresh calculations on the basis of the dearness allowance awarded above for the period from 1st July 1948 and after deducting the actual amount of dearness allowance already paid to the employees make payment of the arrears of dearness allowance thus due within two months from the date of publication of this award in the official Gazette. The calculation should be made to the nearest anna, 6 pies and over being reckoned as one anna and less than six pies being omitted. Those employees of the Company who were in service for any period between 1st July 1948 and the date of publication of this award but who are not in service on the date of payment of this amount shall, on their making written applications for the same, within three months of the publication of this award in the official Gazette, be paid the amounts thus due within a month of the receipt of applications.

6. *Demand No. 5—Leave. Demand No. 6—Holidays.*—I have already discussed these two demands in paragraphs 34 to 38 of the general part of the award and I direct that my award therein shall be implemented by this Company.

7. *Demand No. 7—Provident Fund.*—This Company has no Provident Fund Scheme. It has no system of payment of gratuity, nor does it grant any retirement benefit of any kind whatsoever. The Company has opposed the demand for a scheme of Provident Fund. It considers the demand unreasonable and unacceptable. I think we have reached a stage, at least in Bombay City, where the demand for the provision of a Provident Fund Scheme for the employees of a concern of the status and position of this Company, should be conceded without opposition. I, therefore, direct that this Company shall frame a scheme of Provident Fund on the lines of the Model Rules relating to Provident Fund for industrial employees framed by the Government of Bombay except that the rate of contribution by the employees shall be 8-1/3 per cent. or 16 pies in the rupee and the Company shall also contribute a like amount. As regards representation of the employees on the Board of Trustees the representation will be the same as provided for in the Government Model Rules. The rules shall also provide for payment of the Company's contribution with interest thereon to the employees on the following basis:—

To those who have put in service between 5 and 7 years.—50% of the Company's contribution.

To those who have put in service between 7 and 10 years.—75% of the Company's contribution.

To those who have put in 10 years' service and over.—100% of the Company's contribution.

8. I further direct that the Company shall introduce the Provident Fund Scheme from 1st January 1950.

9. *Demand No 8—Gratuity.*—This Company has also opposed this demand of the Union. It has argued that since the press was taken over by the present Company it had not given even a reasonable return on the capital invested. I have awarded a Provident Fund Scheme with a rate of contribution of 16 pies in the rupee by the employees and an equal amount by the Company. I am afraid in the present financial position of the Company a scheme of gratuity would not be justified. The demand is, therefore, rejected.

10. *Demand No. 9—Pension.*—For the reason stated in my award on this demand in respect of Express Newspapers Ltd., this demand of the Union is rejected.

11. *Demand No. 10—Bonus.*—The British India Press now belongs to the Leaders' Press Ltd. As already stated the Leaders' Press Ltd. purchased the British India Press somewhere about November 1945. This is a private-limited company with a capital of Rs. 5,00,000 which is proposed to be increased by another Rs. 5,00,000. The Company has filed before me its balance sheets for the years ending 31st December 1946 and 31st December 1947. For both these years the Company could show only small profits. The Company has paid two months' basic wage as bonus out of profits of the working of the Company during 1946 and another two months' basic wage as bonus out of the profits for the year 1947. Its accounts for the year ending 31st December 1948 are not available, even though more than eight months have gone by.

12. I am afraid there is no material placed before me to ascertain the profits made by the Company during the year 1948, to enable me to decide upon what bonus should be granted for that year and that demand is kept in abeyance. I think the bonus of two months' basic wages paid by the Company out of its profits for the year 1947 is fair and reasonable and I do not feel justified in granting any increase.

13. *Demand No. 11—Grace Time.*—Award as stated in paragraphs 39 to 41 of the general award.

14. *Demand No. 12—Full Compensation.*—Award as stated in paragraphs 42 and 43 of the general award.

15. *Demand No. 13—Promotions.*—Award as stated in paragraphs 44 and 45 of the general award.

16. *Demand No. 14—Permanency.*—Award as stated in paragraphs 46 to 48 of the general award.

17. *Demand No. 15—Service Record.*—Award as stated in paragraphs 49 to 51 of the general award.

18. *Demand No. 16—Information on pay Slips and Envelopes.*—*Demand No. 17—Monthly Record Ticket.*—The awards on these two demands are as stated in paragraphs 52 and 53 respectively of the general award.

19. *Demand No. 18—Notices, Memos, Forms etc.*—Award as stated in paragraphs 54 and 55 of the general award.

20. *Demand No. 19—Benefits. Demand No. 26—Existing Rights.*—No orders can be passed on these two demands as they are vague and general for reasons stated in paragraph 56 of the general award.

21. *Demand No. 20—Outdoor Allowance.*—Award as stated in paragraph 57 of the general award.

22. *Demand No. 21—Rules.*—Demand rejected being too general for reasons stated in paragraph 58 of the general award.

23. *Demand No. 22—Contract Labour.*—Award as stated in paragraphs 59 to 61 of the general award.

24. *Demand No. 23—Lien on the Job.*—Award as stated in paragraphs 62 to 63 of the general award.

25. *Demand No. 25—Termination of Service.*—Award as stated in paragraphs 64 to 66 of the general award.

26. The award is directed to be submitted to Government. No order as to costs.

SALIM M. MERCHANT,
Industrial Tribunal.

K. R. WAZKAR,
Secretary.

Bombay, 28th September 1949.

BEFORE SALIM M. MERCHANT, ESQUIRE, INDUSTRIAL
TRIBUNAL, BOMBAY.
ADJUDICATION.

AJ-IT 35 of 1948.

BETWEEN

The Indian National Press (Bombay) Ltd., Bombay
(Company No. 10)

AND

The workmen employed under it.

In the matter of an industrial dispute regarding Recognition of Union, Union Shop, Wages, Dearness Allowance, Leave, Holidays, Provident Fund, Gratuity, Pension, Bonus, etc, etc.

Mr. C. C. Shah and Mr. K. L. Talsania, Solicitors of Messrs. Munchershaw B. Chothia & Co., Solicitors, for the Indian National Press (Bombay) Ltd.

Mr. K. K. Khadilkar instructed by Mr. D. S. Nargolkar, Vice-President, and Mr. Vinayak Purohit, General Secretary, Bombay Press Employees' Union, for the workmen.

AWARD
PART IX.

The Indian National Press (Bombay) Ltd., is a private limited Company and employs about 140 workmen. The Company issues an English morning daily called the "Free Press Journal" and an English evening daily called the "Free Press Bulletin". It also publishes a weekly in English called the "Bharat Jyoti". The Company has filed before me its balance sheets for the last three years ending 30th May 1947 which show fairly good profits. The Company has a Provident Fund scheme and I have raised the rate of contribution to it from 12 pies to 16 pies in the rupee.

2. *Demand No. 1—Recognition of Union.*—The demand is rejected for reasons stated in paragraphs 15 and 16 of the general part of the award.

3. *Demand No. 2—Union Shop.*—The demand is rejected for reasons stated in paragraphs 17, 18 and 19 of the general part of the award.

4. *Demands Nos. 3 and 2A—Wage Scales and Scales of Pay for Lino Operators.*—I award that the scales of pay prescribed in the general part of the award shall apply with retrospective effect from 1st July 1948 to the workmen of this Company. The adjustment of the present salaries into the new wage scales prescribed shall be on the basis provided therein and the calculation and payment of the amounts due to the workmen of this Company shall be made in the manner and within the period as provided for in the general part of the award.

5. *Demand No. 4—Dearness Allowance.*—As stated in the Company's written statement (Exhibit 10) the Company under the agreement with the Union dated 19th June 1947 was paying dearness allowance at the rate of 35 per cent. of the salary with a minimum of Rs. 35 per month from 1st April 1947. The Company in its written statement dated 31st August 1948 agreed to pay dearness allowance at the rate demanded by the Union and has in fact voluntarily adopted this scale since 1st July 1948. I, therefore, award that this Company shall pay dearness allowance at the rate of 40 per cent. of the salary with a minimum of Rs. 40 with effect from 1st July 1948.

6. *Demand No. 5—Leave. Demand No. 6—Holidays.*—I have already discussed these two demands in paragraphs 34 to 38 of the general part of the Award and I direct that my award therein shall be implemented by this Company.

7. *Demand No. 7—Provident Fund.*—This Company has a Provident Fund scheme which was introduced on 1st July 1944. The Company entered into an agreement with the Union on 21st June 1947 and clause 7 of the agreement relates to the Provident Fund rules. Under the agreement it is provided that the rate of contribution shall be 16 pies in the rupee by the employees and an equal amount by the employer subject to the necessary permission being obtained from the authorities.

In its written statement the Company has stated that the Company is willing that the contribution of the employees and the Company may be raised to 16 pies in the rupee, though at the hearing the learned attorney for the Company sought to argue that it would be too heavy a rate of contribution. I think that argument was not urged in all seriousness. The Company and the Union having agreed to a rate of contribution of 16 pies in the rupee, I think the Union's demand for a contribution of 18 pies in the rupee is not justified. I, therefore, recommend that the contribution of the employees be raised to 16 pies in the rupee and an equal amount be contributed by the Company.

8. With regard to the period of service after which an employee shall be entitled to the Company's contribution to the Provident Fund, clause 7-b of the said agreement between the Company and the Union provides that every member of the Fund shall be entitled to the contribution of the employer on completion of 5 years' membership except as provided otherwise in the rules. Since the Company has agreed as far back as in June 1947 to grant this payment, I think, the demand can well be granted. I, therefore, recommend that the Company shall change its Provident Fund rules to give effect to this clause of the agreement.

10. With regard to those whose services are terminated even before 5 years' service because of death, disability, retrenchment and termination of services due to reasons beyond the control of the employees, the demand of the Union for such employees being entitled to the full share of the Company's contribution is reasonable and justified. Rule 24 of the Company's Provident Fund rules provides for discretion being left to the Committee of Trustees in consultation with the Director of the Company to pay not the whole but only such part of the Company's contribution and interest thereon as they may in their discretion think proper. I recommend that rule 24 be retained but the proviso to the rule reading "Provided, however, that the Committee in consultation with the Directors of the Company pay to such member not the whole but only such part of the Company's contribution and interest thereon as they may in their discretion think proper", should be deleted.

11. The provisions with regard to payment of the Company's contribution in the event of death of a member are contained in rules 27 and 30 and the same appear to me to be satisfactory.

12. With regard to the demand for adequate representation for the employees on the Board of Trustees, the agreement entered into by the Union with the Company provides that the Board of Trustees shall include a member as a representative of the employees who will be selected from a panel of 5 names to be submitted by the Union or in the absence of one by the employees. However, the company's rules themselves provide that the Committee to manage the Provident Fund shall consist of 7 members. The Managing Director of the Company

or in his absence the nominee of the Managing Director, who shall act as the Chairman, and 6 other members, of whom three shall be nominated by the Chairman and the other three shall be elected annually by the members at the annual general meeting, shall constitute the Committee. Thus under the existing rules of the Company there is a provision for at least 3 members of the Committee being from amongst the members of the Fund. This is more than adequate representation and I recommend that the rules of the Company in this regard should be retained.

13. I further recommend that the changes suggested by me if adopted should come into force from 1st January 1950.

14. *Demand No. 8—Gratuity.*—This Company has also opposed the demand for gratuity. This Company, as the other Companies before me, has argued that the period of prosperity during and immediately following the war is over and that it will now have to face the coming depression which has already begun to cast its shadow. It also pleaded that with the imposition of the advertisement tax its revenue from advertisements will substantially decrease. My award on the various demands in these proceedings will also place an additional burden upon the Company's financial resources. Taking all facts into consideration, I do not think I would be justified in granting this demand for payment of gratuity to the workmen. The employees are advised to wait till the financial condition of the Company improves in future years when it would be justified in demanding gratuity. The demand is, therefore, rejected.

15. *Demand No. 9—Pension.*—For the reason stated in my award on this demand in respect of the Express Newspapers Ltd., this demand of the Union is rejected.

16. *Demand No. 10—Bonus.*—This Company in its written statement (Exhibit 10) has stated that since 1944 the Company has paid two months' basic wages as cash bonus and has also paid the annual insurance premium on the life policies of its employees issued through the Company. The annual insurance premium works out on an average to one month's basic pay of each employee. The Company also paid a month's basic wage as bonus on Independence Day. The Company has opposed the demand for three months' basic wages as bonus for each year. The Union at the hearing stated that under this demand it was claiming bonus for the two years 1946-47, 1947-48, i.e. 1st July 1946 to 30th June 1947 and 1st July 1947 to 30th June 1948. In its agreement with the Union dated 19th June 1947 (Exhibit 8) it is provided as follows:—

“The Company will continue to pay as hitherto two months' basic wage as cash bonus and one month's salary in the shape of an Insurance Premium.”

Mr. Shah, the learned Solicitor for the Company, at the hearing, stated that the Company was agreeable to pay two months' basic salary as cash bonus and to pay one year's premium on the life policies as

provided for in Exhibit "A" above referred to. The Company's financial year is from 1st July to 30th June of each year. The Company has filed before me its Balance Sheets and Profit and Loss Accounts for the years 1945, 1946, 1947 and 1948 (the accounts for the year 1948 were filed along with the Attorney's letter dated 10th September 1949). The accounts show that the Company has made fairly good profits during each of these years. I was told at the hearing that for the financial year ending 30th June 1947, the Company had paid a cash bonus amounting to 2 months' basic wages and one year's premium on the insurance policies taken out by the employees of the Company. As regards the year ending 30th June 1948, the Attorneys of the Company by their letter dated 10th September 1949 above referred to, have stated that the Company "has continued to pay by way of Bonus 2 months' Basic salary and one month's salary in the shape of insurance premia to their employees for the year 1948-49". However, the Company has not explained how it calculates the payment of two months' cash bonus. I should consider cash payment of 2 months' wages and payment of one year's premium on the insurance policies, by way of Bonus as satisfactory. The demand of the Union is excessive and cannot be granted. I was not told at the hearing the conditions that govern the calculation of payment of the cash bonus. I should like to lay down the conditions governing the payment of cash bonus : I therefore direct that subject to the following conditions, all employees, whether permanent or temporary, who have worked in this Company during the period from 1st July 1946 to 30th June 1947 and from 1st July 1947 to 30th June 1948 shall in addition to the payment of insurance premium, be paid cash bonus equivalent to two months' basic earnings for each year :—

(1) Employees who have worked for less than 75 working days and more than 32 working days during any year shall be granted bonus to the extent of 50 per cent. and employees who have worked for 32 days or less shall not be paid any bonus for that year.

(2) Any employee who has been dismissed for misconduct during the years from 1st July 1946 to 30th June 1947 and from 1st July 1947 to 30th June 1948 shall not be entitled to any bonus for the year in which he is dismissed even if he has worked for more than 32 days in that year.

(3) Bonus shall be calculated for the two years on earnings (exclusive of dearness allowance and bonus paid) during the period from 1st July 1946 to 30th June 1947 and 1st July 1947 to 30th June 1948, respectively.

(4) From the amount thus calculated, payment by way of cash bonus equivalent to two months' basic wages for each of the two years already paid to the workmen should be deducted and the balance shall be paid to the employees within a month from the date of the publication of this award in the Official Gazette.

(5) Persons who are eligible for bonus but who are not in the service of the Company on the date of the payment shall be paid in one lump sum on or before 31st December 1949. In such cases, claims in writing shall be submitted to the Manager of the Company.

17. *Demand No. 11—Grace Time.*—Award as stated in paragraphs 39, 40 and 41 of the general award.

18. *Demand No. 12—Full compensation.*—Award as stated in paragraphs 42 and 43 of the general award.

19. *Demand No. 13—Promotions.*—Award as stated in paragraphs 44 and 45 of the general awards.

20. *Demand No. 14—Permanency.*—Award as stated in paragraphs 46, 47 and 48 of the general award.

21. *Demand No. 15—Service Record.*—Award as stated in paragraphs 49, 50 and 51 of the general award.

22. *Demand No. 16—Information on Pay Slips and Envelopes—Demand No. 17—Monthly Record Tickets.*—The awards on these two demands are as stated in paragraphs 52 and 53 respectively of the general award.

23. *Demand No. 18—Notices, Memos, Forms etc.*—Award as stated in paragraphs 54 and 55 of the general award.

24. *Demand No. 19—Benefits—Demand No. 26—Existing Rights.*—No orders can be passed on these two demands which are couched in rather vague and general terms, as stated in paragraph 56 of the General Award.

25. *Demand No. 20—Outdoor Allowance.*—Award as stated in paragraph 57 of the general award.

26. *Demand No. 21—Rules.*—Demand rejected being too general in nature as stated in paragraph 58 of the general award.

27. *Demand No. 22—Contract Labour.*—Award as stated in paragraphs 59, 60 and 61 of the general awards.

28. *Demand No. 23—Lien on the Job.*—Award as stated in paragraphs 62 and 63 of the general award.

29. *Demand No. 25—Termination of Service.*—Award as stated in paragraphs 64, 65 and 66 of the general award.

30. The award is directed to be submitted to Government. No order as to costs.

K. R. WAZKAR,
Secretary.

Bombay, 28th September 1949.

SALIM M. MERCHANT,
Industrial Tribunal.

By order of the Governor of Bombay.

N. K. DRAVID,
Secretary to Government.