

Date: 18.02.2019

To

Additional Chief Secretary,

Department of Labour

Government of Karnataka,

Vidhana Soudha, Bangalore – 560 001

Dear Sir,

Sub: Complaint seeking for action to be taken against Avery Dennison India Pvt. Ltd., for Unfair Labour Practices being practiced by it in violation of Section 25T of the Industrial Disputes Act, 1947

### Complaint made against

1. Avery Dennison India Pvt. Ltd.,  
Represented by its CEO / MD  
Plot No. 6B, 1<sup>st</sup> main, Phase 1, KIADB layout, Peenya Industrial Area,  
Bengaluru – 560058  
Represented by its Chief Executive Officer
2. Mr.Muthusubramanian Ganesan, Business Unit Head  
C/o Avery Dennison India Pvt. Ltd., Plot No. 6B, 1<sup>st</sup> main, Phase 1, KIADB  
layout, Peenya Industrial Area, Bengaluru – 560058
3. Mr. Saugata Ganguly, Director, Human Resource  
C/o Avery Dennison India Pvt. Ltd., Plot No. 6B, 1<sup>st</sup> main, Phase 1, KIADB  
layout, Peenya Industrial Area, Bengaluru – 560058
4. Mr. Umesh MK, Manager, Human Resource  
C/o Avery Dennison India Pvt. Ltd., Plot No. 6B, 1<sup>st</sup> main, Phase 1, KIADB  
layout, Peenya Industrial Area, Bengaluru – 560058

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5. Kallol Karmakar, Operations Manager

C/o Avery Dennison India Pvt. Ltd., Plot No. 6B, 1<sup>st</sup> main, Phase 1, KIADB layout, Peenya Industrial Area, Bengaluru – 560058

6. Ganesh Shetty, Manager, Human Resources

C/o Avery Dennison India Pvt. Ltd., Plot No. 6B, 1<sup>st</sup> main, Phase 1, KIADB layout, Peenya Industrial Area, Bengaluru – 560058

This complaint seeks action to be taken against Avery Dennison India Pvt. Ltd., hereafter referred to as '**second party**' for the unfair labour practices being practiced by it.

In 2017, 310 workers employed under sham and bogus contracts at the second party's factories located at Plot No. 6B, 1<sup>st</sup> main, Phase 1, KIADB layout, Peenya Industrial Area, Bengaluru - 560058, and Plot No. 90/91, 7<sup>th</sup> main, 3<sup>rd</sup> phase, Peenya Indl. Area, Bangalore – 560 058 have been in continuous employment and doing regular work for periods stretching from 1 year to 10 years. Out of 310, 273 workers have joined Garment and Textile Workers Union (GATWU) hereafter referred to as '**first party**' in September 2017. Second party was informed about the issues of contract workers by first party vide letter dated 19.09.2017 in which issues of sham and bogus contracts and regularisation of the 273 workers were raised. The first party filed a petition before the Deputy Labour Commissioner (Division 1) on 28.10.2017 for conciliation and regularisation of the 273 workers (**Dispute No. 93/2017-18– ANNEXURE -1**). The Deputy Labour Commissioner (Division 1) initiated the conciliation on 2.11.2017.

During the conciliation process, the second party sans adequate notice changed the conditions of service. Members of the first party were terminated and transferred to another department which is a violation under Section 9A and Section 33 of Industrial Disputes Act, 1947. First, 39 workers were terminated. Next, 4 workers were terminated and 6 more threatened with mala-fide transfer to another department. By 02.02.2018, 52 workers were terminated and in effect, 20% of the total membership

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of first party was dismissed. The first party petitioned the Deputy Labour Commissioner (Division 1) vide letters dated 05.12.2017, 30.12.2017 and 01.03.2018 (**ANNEXURE -2**) regarding these violations and seeking intervention. The first party had also filed a case with the Deputy Labour Commissioner (Division 1) regarding termination of workers employed under sham and bogus contracts (**ANNEXURE- 3**). Also the second party has appointed the existing 79 contract workers out of 221, as permanent employee with an interview method which was unfair and all 79 workers have appointed as new employee and their service as contract workers have not been considered by the second party.

Meanwhile, 276 alleged 'blue caller' permanent workers of the second party out of the total of 463, joined the first party on 08.07.2018, through a General Body Meeting. The first party now represented majority of workers at the company, representing 324 out of 463 (**ANNEXURE- 4**) alleged 'blue caller' permanent workers, along 117 (**ANNEXURE-5**) workers employed under sham and bogus contracts. The first party, GATWU informed the second party of this development vide letter dated 11.07.2018 (**ANNEXURE - 6**) listing elected members of the executive council and seeking recognition.

It is important to note that out of 463 alleged 'blue collar' workers, some of them were previously with the Avery Dennison Workers Union (ADWU) affiliated to Bengaluru North Industrial Workers Union, Centre of Indian Trade Unions. From July 2018 till date, out of 463, 324 permanent workers, thereby being the majority of the permanent workers joined the first party, and the workers who were in the Avery Dennison Workers Union, having resigned from the same. 230 workers submitted letters of resignation to Avery Dennison Workers Union (ADWU) and later alongside 222 workers urged the second party vide individual letters from 01.06.2018 to 4.8.2018 to stop dues to be deducted for Avery Dennison Workers Union (ADWU) (**ANNEXURE -7**). On 30.7.2018, 304 employees have submitted the letter to the management to fresh deduction of union dues to be credited in favour of the first party (**ANNEXURE -8**)

As of today, out of the 863 workers working at the company, (463 alleged 'blue collar' workers, 231 allegedly 'white collar' workers, 163 workers under sham and

*bogus contract including housekeeping and coffee suppliers*) 324 permanent alleged blue collar employee and 117 workers employed under sham and bogus contracts are members of the first party. These workers, all members of the first party again demanded that their monthly union dues be deducted directly from their wages and credited to the first party directly on 21.12.2018. Thus, it is clear that the Avery Dennison Workers Union is a minority union with less than 140 members, at best, while the first party- GATWU remains the single largest union in the factory.

However, the second party has not considered that the first party represents the majority of workers and does not negotiate with the first party in the spirit of collective bargaining and in good faith. The second party has not started deducting the dues for GATWU as requested by the workers individual letter on multiple occasions. Instead, the second party has been colluding with, promoting, privileging and sponsoring, financially and otherwise, the Avery Dennison Workers Union which has become an employer sponsored union and has started taking coercive action against the workers who are members of the first party. The second party is therefore guilty of practicing unfair labour practices, as detailed below:

**1. Unfair Labour Practice as per 5<sup>th</sup> Schedule Part 1, Section 5, Clause (a) – “To discharge or dismiss workmen – by way of victimisation”**

The first party vide letter dated 19.9.2017 (**ANNEXURE- 9**) to the second party raised the issue of dismissal of workers employed under sham and bogus contracts by means of coercing such workers to sign letters of resignation for being associated in forming Garment and Textile Workers Union unit inside the factory.

**2. Unfair Labour Practice as per 5<sup>th</sup> Schedule Part 1, Section 1, Clause (a) and (b)– “To interfere with, restrain from, or coerce, workmen in the exercise of their right to organize, form, join or assist a trade union or to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, that is to say.- (a) threatening workmen with discharge or dismissal, if they join a trade union; (b) threatening**

**a lock-out or closure, if a trade union is organized;"**

The first party vide letter dated 5.10.2017 (**ANNEXURE-10**) to the second party, continued to raise issues regarding dismissal of workers employed under sham and bogus contracts by means of coercing such workers to sign letters of resignation as raised vide letter dated 19.9.2017, and informed the second party that blue collar workers, at the behest of second party had threatened members of the first party and warned them of closure should they persist with being members of the first party.

**3. Unfair Labour Practice as per 5<sup>th</sup> Schedule Part 1, Section 4, Clause (a) and (f)– "To encourage or discourage membership in any trade union by discriminating against any workman, that is to say, (a) discharging or punishing a workman, because he urged other workmen to join or organize a trade union; (f) discharging office-bearers or active members of the trade union on account of their trade union activities**

The first party vide letter dated 17.10.2017 (**ANNEXURE-11**) to the second party raised the following issues:

1. Denial of work from 25.9.2017 to Mr. Ravi, a worker of the second party and a leader in the first party.
2. Directing department heads to deny machine operator work from 13.10.2017 to workers employed under sham and bogus contracts and allotment of other work to such workers.
3. Denial of work on 17.10.2017 to Mr. Abhishek, a worker of the second party and member of the first party
4. Outsourcing of production work to deny work to workers employed under sham and bogus contracts. On 11.10.2017, workers employed in the Heat Transfer Department were denied work and remained idle.

**4. Unfair Labour Practice as per 5<sup>th</sup> Schedule Part 1, Section 4, Clause (a) and (f) – "To encourage or discourage membership in**

**any trade union by discriminating against any workman, that is to say, (a) discharging or punishing a workman, because he urged other workmen to join or organize a trade union; (f) discharging office-bearers or active members of the trade union on account of their trade union activities."**

The first party vide letter dated 10.12.2017 (**ANNEXURE-12**) to the second party raised the issue of illegal termination of 39 workers on 6.11.2017 who were members of the first party. All 39 workers were employed by the second party under sham and bogus contracts. The terminations occurred during pendency of the conciliation process for regularisation of these workers employed under sham and bogus contracts and hence are in violation of Section 33 of Industrial Disputes Act, 1947. The first party stated that the second party was continuing with illegal terminations and that members of the first party would boycott all meals and beverages provided by the second party in protest. The second party continued victimising members of the first party, threatening to terminate and transfer more workers and eventually had dismissed 52 workers by 2.2.2018. The first party petitioned the Deputy Labour Commissioner (Division 1) regarding these terminations as mentioned in the Annexure -3. (Dispute No – 106/2015-16)

**5. Unfair Labour Practice as per 5<sup>th</sup> Schedule Part 1, Section 14– "To indulge in acts of force or violence."**

On 4.7.2018 Narendra Babu, a member of the first party was physically and verbally attacked in the Offset department by members of Avery Dennison Workers Union (Lokesh, Krishnappa and Rajshekhar, Santhosh, Dhanjaya and others) at the behest of the second party. When Siddhappa, another worker in the Digital department came to Narendra Babu's rescue, he too was attacked. The attack ended when other workers of the Offset department forced the members of Avery Dennison Workers Union to

retreat and leave the spot. The security guard all the while stood motionless by the elevator, barely ten feet away from where Narendra Babu was assaulted. This amounts to an attack on workers Right to Freedom of Association. The first party informed the second party of this attack vide letter dated 13.7.2018 (**ANNEXURE-13**) while both Narendra Babu and Siddhappa wrote complaint letter (Annexure - 14).The second party has taken no action till date.

**6. Unfair Labour Practice as per 5<sup>th</sup> Schedule, Part 1, Section 7 – “To transfer a workman mala fide from one place to another, under the guise of following management policy.”**

Members of the first party employed under sham and bogus contracts were threatened and harassed by HR Department personnel into accepting transfers to a third-party facility named “Jindal Aluminium” during the pendency of the conciliation process regarding their regularisation. This is an attempt to commit a mala fide transfer under the guise of management policy. The first party communicated as much to the second party vide letter dated 13.7.2018 (**ANNEXURE-15**).

**7. Unfair Labour Practice as per 5<sup>th</sup> Schedule, Part 1, Section 2– “To dominate, interfere with or contribute support, financial or otherwise, to any trade union” and Part 1, Section 3 – “To establish employer sponsored trade unions of workmen.”**

The first party came into possession of documentary evidence (**ANNEXURE- 16**) regarding the Human Resource manager Mr. Umesh. M.K of the second party giving financial support to a leader of Avery Dennison Workers Union, and communicated as such vide letter dated 13.7.2018 (ANNEXURE - 17)(Name of account holder in bank statement is T.R Krishnappa).Amount transferred and date of transfers from HR Manager Umesh. M.K are 04.10.2017- Rs. 2 lakh, 05.10.2017 –Rs. 1 lakh and 17.10.2017- Rs. 50,000 and Rs. 39,000. This is tantamount to establishing an employer sponsored trade union with an attempt to dominate, interfere with or contribute support, financial or otherwise, to a

tradeunion.

- 8. Unfair Labour Practice as per 5<sup>th</sup> Schedule, Part 1, Section 1 "To interfere with, restrain from, or coerce, workmen in the exercise of their right to organize, form, join or assist a trade union or to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection", Part 1, Section 2- "To dominate, interfere with or contribute support, financial or otherwise, to any trade union", Part 1, Section 3 - "To establish employer sponsored trade unions of workmen" and Part 1, Section 9 - "To show favouritism or partiality to one set of workers regardless of merit."**

On 13.7.2018, members of the first party held a gate meeting in two phases between 13.30 hours and 14.30 hours. The factory's security guards, at the behest of the second party filmed the meeting without the consent of the first party or the workers. The first party vide letter dated 17.7.2018 (**ANNEXURE - 18**) to the second party condemned the action as tactics of intimidation and demanded that the tapes be handed over to the first party, any copies destroyed, that the first party be recognized and that all such tactics should desist.

On 08.08.2018, when the first party held another gate meeting the second party employed the above tactics of monitoring and intimidation again. The first party once again vide letter dated 08.08.2018 (**ANNEXURE - 19**) expressed its displeasure and restated demands.

The attitude of the second party towards meetings of the first party representing majority of workers and that towards those of the Avery Dennison Workers Union representing a minority of permanent workers are in stark contrast.



On 28.11.2018, the Avery Dennison Workers Union representing a minority of permanent workers held a gate meeting between 2 pm and 3 pm. The second party directly supported the meeting supplying power to their public address system and allowing workers on the 2<sup>nd</sup> shift to attend after punching in their attendance. The first party has wrote to the second party about this unfair labour practice vide letter dated 29.11.2018, which was copied to DLC **(ANNEXURE - 20)**

Further, the Management has been taking steps in the surveillance of workers in an effort to discourage them from membership into the Union.

On 19.7.2018, the second party commenced installation of CCTV cameras on the shop floor meant to monitor and supervise workers. This was done without notice or consulting the first party representing majority of workers and immediately after the first party protested filming a gate meeting without consent. Installation of CCTV cameras is a change in service conditions and a violation under Section 9A of Industrial Disputes Act, 1947 and Industrial Standing Orders Act, 1946. These concerns were communicated to the second party vide letter dated 19.7.2018 **(ANNEXURE - 21)**.

The next day, a 20.8.2018 bio-metric monitoring device was introduced in the lunch time also, where it was in practice only to entry and exit points of the factory. This too was done without notice or consulting the first party representing majority of workers and immediately after the first party protested filming a gate meeting without consent and installation of CCTV cameras. It is also change in service conditions and a violation under Section 9A of Industrial Disputes Act, 1947 and Industrial Standing Orders Act, 1946. The first party filed a petition with the Deputy Labour Commissioner (Division 1) 27.8.2018 regarding a Section 9A violation in response **(ANNEXURE - 22)**.

**9. Unfair Labour Practice as per 5<sup>th</sup> Schedule, Part 1, Section 2 – “To dominate, interfere with or contribute support, financial or otherwise, to any trade union” and Part 1, Section 3 – “To establish employer sponsored trade unions of workmen.”**

On 18.7.2018, Mr. Umesh M.K Manager – H.R held a meeting with members of Avery Dennison Workers Union and discussed with them methods to stop the first party. Members of Avery Dennison Workers Union communicated this information to all other workers employed by the second party including members of the first party. The first party protested these actions vide letter dated 19.7.2018 (**ANNEXURE - 23**) to the second party and copied the same to DLC-1.

It is pertinent to note that the Management, while discouraging workers from joining the Garments and Textile Workers Union has been actively supporting and encouraging the Avery Dennison Workers Union. While on 03.01.2019, the Avery Dennison Workers Union representing a minority of permanent workers celebrated its 7<sup>th</sup> anniversary. The second party gave official sanction through a mail to the department heads on 2.1.2019 (**ANNEXURE -24**) to workers to participate in the celebrations of the minority union. The second party further allowed the Avery Dennison Workers Union to burst crackers at the factory gate at 2.00 pm. As this is time workers assigned to the 2<sup>nd</sup> shift enter the factory, the celebrations held up workers arriving to work by 15 minutes. These workers, members of the first party representing majority of the workers were forced to stand and bear witness to the Avery Dennison Workers Union’s celebration.

**10. Unfair Labour Practice as per 5<sup>th</sup> Schedule Part 1, Section 2 – “To dominate, interfere with or contribute support, financial or otherwise, to any trade union” and Part 1, Section 3– “To establish employer sponsored trade unions of workmen.”**

304 workers vide individual letters dated 30.7.2018, to the second party demanded that check-off dues to Avery Dennison Workers Union be stopped and that check-off to the first party commence immediately. Instead of doing so immediately, allowing workers to choose who represents them and respecting the decision of the workers, the second party continued to transfer check-off to Avery Dennison Workers Union until October 2018 as evidenced by September 2018 pay slips of permanent workers and former members of Avery Dennison Workers Union (**ANNEXURE - 25**). The first party protested vide letter dated 5.10.2018 (**ANNEXURE - 26**) about the continued transfer of union dues to Avery Dennison Workers Union and denial of such to the first party in accordance with the wishes of workers.

- 11. Unfair Labour Practice as per 5<sup>th</sup> Schedule, Part 1, Section 1, Clause (c) – “To interfere with, restrain from, or coerce, workmen in the exercise of their right to organize, form, join or assist a trade union or to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, that is to say.-granting wage increase to workmen at crucial periods of trade union organization, with a view to undermining the efforts of the trade union at organization” Part 1, Section 3– “To establish employer sponsored trade unions of workmen” and Part 1, Section 16– “To refuse to bargain collectively, in good faith with the recognized trade unions.”**

On 28.7.2018, the second party placed a notice indicating that workers could choose between gifts from a selection offered by the company. The announcement and selection of gifts was done in consultation with the Avery Dennison Workers Union representing a minority of permanent workers. This offer was rejected by all members of the first party, permanent workers and workers employed on sham and bogus contracts vide individual letters starting from dated 4.8.2018 from 28.8.2018

**(ANNEXURE - 27)** to the second party rejecting the offer as an unfair labour practice and urged the second party to recognize their choice of union, the first party which represents majority of workers, to pay check off to such union and restore allowances. Workers were even photographed wearing badges displaying their rejection of the gift **(ANNEXURE - 28)**.

- 12. Unfair Labour Practice as per 5<sup>th</sup> Schedule, Part 1, Section 2– “To dominate, interfere with or contribute support, financial or otherwise, to any trade union”, Part 1, Section 3– “To establish employer sponsored trade unions of workmen” and Part 1, Section 4, Clause (a)– “To encourage or discourage membership in any trade union by discriminating against any workman, that is to say, discharging or punishing a workman, because he urged other workmen to join or organize a trade union.”**

The first party vide letter dated 3.9.2018 **(ANNEXURE - 29)**, protested the second party's decision to withdraw extra-work and commensurate overtime wages choosing instead to outsource the production and reduce in-factory production. Regular overtime work was customary practice and part of an informal arrangement that stemmed from the settlement signed in 2016 between the second party and the Avery Dennison Workers Union. As per this settlement, workers were informally assured of extra hours and overtime wages in return for foregoing their productivity incentives.

On 28.08.2018, the second party informed department heads of the decision to revoke overtime from 1.9.2018 who then in turn informed workers the next day. Members of the Avery Dennison Workers Union have informed other workers in the factory that the extra hours and overtime wages will return if workers leave the first party and re-join the Avery Dennison Workers Union.

Coercive methods as such used in tandem with a pocket union amounts a violation of a workers right to join the trade union of their choosing, Industrial Disputes Act, 1947 and ILO Convention 87 and 98. It is also a

violation of Section 9A of Industrial Disputes Act, 1947 as it is change in service conditions.

01.09.2018, a notice was posted informing workers that they were not permitted to stay in the factory beyond shift hours, unless with prior permission.

Moreover, when workers remained inside the factory as was their customary practice to do overtime work, the second party issued a public notice on 21.9.2018 and individual notices (**ANNEXURE - 30**) to workers asking them to refrain from overstaying after the normal hours of work. The first party petitioned the Deputy Labour Commissioner (Division 1) vide letter dated 03.09.2018, protesting these actions of the second party.

Few days after revocation of overtime work on 7.9.2018, the second party changed service conditions (shift timings) for 3 workers employed on sham and bogus contracts and who are members of the first party without notice. This is an unambiguous violation under Section 9A of Industrial Disputes Act, 1947. The first party vide letter dated 10.9.2018 (**ANNEXURE - 31**) to the second party protested and demanded that the first party be consulted alongside notice being given and the change revoked. The next day, the first party petitioned the Deputy Labour Commissioner (Division 1) regarding the issue vide letter dated 11.09.2018 (**ANNEXURE-32**).

- 13. Unfair Labour Practice as per 5<sup>th</sup> Schedule, Part 1, Section 1, Clause (c)– “To interfere with, restrain from, or coerce, workmen in the exercise of their right to organize, form, join or assist a trade union or to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, that is to say.-granting wage increase to workmen at crucial periods of trade union organization, with a view to undermining the efforts of the trade union at organization”, Part 1, Section 2– “To**

**dominate, interfere with or contribute support, financial or otherwise, to any trade union”, Part 1, Section 3 – “To establish employer sponsored trade unions of workmen”, Part 1, Section 9 – “To show favouritism or partiality to one set of workers regardless of merit” and Part 1, Section 16 – “To refuse to bargain collectively, in good faith with the recognized trade unions.”**

On 26.9.2018, 3 leaders of the Avery Dennison Workers Union met and engaged in discussion with the second party represented by Mr. Umesh M.K, Manager – Human Resources after shift hours. To this meeting a member of the first party was also taken. This while the second party refused meet the first party representing majority of workers despite requests for such in almost every communication from the first party to the second party and barred members of the first party from entering factory premises after shifts. Avery Dennison Workers Union represents less than 140 workers and the leadership is accused with documentary evidence of being in receipt of disproportionate sums of money from Mr.Umesh M.K, Manager – Human Resources. The first party protested these actions vide letter dated 26.9.2018 **(ANNEXURE - 33)**.

The second party repeated these actions once again on 29.10.2018 when members of Avery Dennison Workers Union met the second party represented by Mr. Umesh M.K between 10 am and 4 pm. Members of Avery Dennison Workers Union after the meeting informed other workers in the factory the second party was willing to sanction a pay rise. The first party protested vide letter dated 6.11.2018 **(ANNEXURE - 34)** to the second party specifying the flexibility regarding shifts offered to members of Avery Dennison Workers Union.

- 14. Unfair Labour Practice as per 5<sup>th</sup> Schedule, Part 1, Section 2– “To dominate, interfere with or contribute support, financial or otherwise, to any trade union”, Part 1, Section 3– “To establish employer sponsored trade unions of workmen” and Part 1, Section**

**16—"To refuse to bargain collectively, in good faith with the recognized trade unions."**

The second party has continued to engage and privilege the Avery Dennison Workers Union representing a minority of permanent workers. This engagement has been alongside steadfast refusal to recognise the first party as the union representing majority of workers. On 20.11.2018, the second party decided upon the cloth to be used to stitch uniforms for all workers. In this process the Avery Dennison Workers Union representing a minority of permanent workers was alone consulted. Similarly, for the annual list of holidays in 2019 published on 19.12.2018. **(ANNEXURE- 35)** In both instances, the first party representing majority of workers were ignored.

**15. Unfair Labour Practice as per 5<sup>th</sup> Schedule Part 1, Section 1, Clause (a) and (b) – "To interfere with, restrain from, or coerce, workmen in the exercise of their right to organize, form, join or assist a trade union or to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, that is to say.-threatening workmen with discharge or dismissal, if they join a trade union."**

The second party issued notices to individual workers including Mr. P. Ravi kumar, General secretary of first party on 16.8.2018 **(ANNEXURE – 36)** about the leave that those workers had taken with due permission. Moreover, these notices were issued 8 to 10 months after leaves were availed by the workers. The letters were issued to the workers who are members of the first party with the intention to intimidate and threaten them with the intention to make those workers resign from the first party.

**16. Unfair Labour Practice as per 5<sup>th</sup> Schedule, Part 1, Section 2– "To dominate, interfere with or contribute support, financial or otherwise, to any trade union", Part 1, Section 3– "To establish**

**employer sponsored trade unions of workmen "and Part 1, Section 16 – "To refuse to bargain collectively, in good faith with the recognized trade unions."**

The second party has continued to engage and privilege the Avery Dennison Workers Union representing a minority of permanent workers. This engagement has been alongside steadfast refusal to recognise the first party as the union representing majority of workers. On 21.12.2018, management issued a notice about postpone of the Dec 25<sup>th</sup> Declared holiday to the next year i.e., 01.01.2019 (**ANNEXURE -37**). The first party has protest this action vide letters dated 22.12.2018 and 24.12.2018 (**ANNEXURE -38**). Also first party has petitioned against this action before Deputy Labour commissioner – Div-1, as this is a clear violation of section 9A of Industrial dispute act 1948 (**ANNEXURE-39**). Management has stated in the conciliation that they have decided on this after consultation with the Avery Dennison Workers Union which is a minority union.

As can be seen from what is detailed above, the Management is guilty of unfair practices and violation repeatedly.

As can be seen above, the second party has been refusing to negotiate, or even speak to the first party, and instead is making illegal attempts to target and victimize workmen who are active in union activities. Under these circumstances, it has become necessary that appropriate action is taken against the second party for committing unfair labour practices under Section 25(U) of the Industrial Disputes Act, 1947. Section 25(U) is extracted hereunder:

*"25U. Penalty for committing unfair labour practices.- Any person who commits any unfair labour practice shall be punishable with imprisonment for a term which may extend to six months or with fine which may extend to one thousand rupees or with both"*



Hence, we seek that immediate complaint is filed against the second party for offences punishable under Section 25(U) of the Industrial Disputes Act, 1947 and they are prosecuted for the same, or in the alternative we are accorded permission to prosecute them.

Thanking You



Prathibha R.

President

Garment and Textile Workers Union