

**BEFORE THE DEPUTY LABOUR COMMISSIONER AND CONCILIATION
OFFICER, REGION-1 AT BENGALURU**

CR 142/2018-19

Garment and Textile Workers Union

: First Party

The Management of
Avery Dennison India Pvt. Ltd.,
Plot No.6B, 1st Main Road,
KIADB, Phase-1, Peenya Indl Area
Bengaluru - 560 058.

: Second party

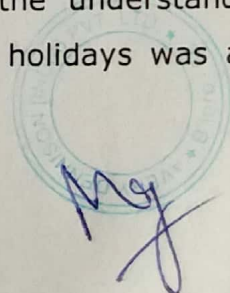
**STATEMENT OF OBJECTION FILED BY THE SECOND PARTY
MANAGEMENT.**

1. The second party is in receipt of the notice bearing No. DLCB-1/PTN/CR 142/2018-19 dated 26.12.2018 along with the copy of the Petition submitted by the first party dated 26.12.2018. The Second Party hereby submits its objection in 5 sets.
2. The First party has raised the above dispute alleging a change in the service condition and has sought for intervention in the matter for resolving the issue. At the outset, it is submitted that, the dispute raised by the first party is not maintainable either in law or on facts and the dispute cannot be entertained.
3. It is submitted that the Second party is a private limited company registered under the Companies Act, 1956. The second party Company has a manufacturing facility at Peenya, Bangalore. The service conditions of the employees are governed by the terms of their appointment.
4. At the time of the dispute, Avery Dennison Workers Union was recognised by the second party. The second party negotiates with Avery



Dennison Workers Union and wage settlements have been signed with this union. The wage settlements and other service conditions entered in to with Avery Dennison Workers Union was also made applicable to the members of Garment and Textiles Workers Union.

5. It is submitted that the second party had declared 11 days in 2018 as national and festival holidays in accordance with the provisions of the National and Festival Holidays Act, 1963. The second party had declared 11 days as national and festival holidays even though the said act requires the second party to declare only 10 days as national and festival holidays. These 11 national and festival holidays in 2018 were finalised in consultation with the union recognised by the second party at that time i.e. Avery Dennison Workers Union. In the list of holidays for 2018, 25 December 2018 was also mentioned.
6. It is submitted that the second party had meeting with the authorised representative of the recognised union on 20th December 2018. In the meeting held on 20th December 2018, the second party had proposed to work on 25th December 2018 and shift the holiday to 1st January 2019, in order to meet the production targets. After detailed discussion with the recognised union, both parties reached an understanding to work on 25 December 2018 and shift the holiday to 1 January 2019. The minutes of the meeting recording this understanding was signed by the parties as well. **Copy of the minutes of the meeting is attached as Annexure - A.** The second party informed to all employees through the notice dated 21.12.2018 that 25 December 2018 will be a working day and 1 January 2019 was declared as a holiday (in place of 25.12.2018). **Copy of the Notice displayed and the same was submitted to Assistant Director of Factories - division -7 is attached as Annexure - B and to The Labour Officer Division -1 is attached as Annexure - C.**
7. It is submitted that shifting of one holiday in consultation with recognised union does not amount to change in service conditions as alleged by the first party. This was done as per the understanding reached with the recognised union. Such shifting of holidays was also



done in the past based on the business need. As the change is in accordance with the settlement with the recognised union, there is no breach of Section 9A of the Industrial Disputes Act, 1947.

8. Without prejudice to the above contentions, the second party traverse below on each para of the Petition.
9. Regarding para no.1 and 2: No comments
10. Regarding para no.3: The contention of the first party that their union is a majority union is not correct. The Avery Dennison workers union is the recognised Union
11. Regarding para No. 4: The second party management had displayed the notice dated 21.12.2018, informing all the workmen that 25 December 2018 would be a working day and 1 January 2019 will be the alternate holiday, to work on 25th December 2018 and avail the substitute holiday on the 1st of January 2019. Accordingly, the large number of workmen including the member workers have attended the duty on 25th December 2018 in accordance with the notice dated 21.12.2018 and availed the substitute holiday on 1st of January 2019. The contention of the first party that the second party management has changed the festival holiday without the knowledge of the workmen is not correct. As stated earlier, the second party management has changed the festival holiday in consultation with the recognised union and informed all the workmen in advance vide notice dated 21.1.2018. Therefore, it does not amount to change in service conditions. When the large number workers have worked on 25.12.2018 and have availed alternate holiday on 1.1.2019, they cannot have any grievance in respect of the change of holiday. The first party union has raised this dispute just to harass the second party for not recognising their union.



12. Wherefore, the second party management respectfully prays that the Authority be pleased to advise the first party suitably in the matter and to treat the matter as closed in the interest of justice and equity.

Bangalore

Date: 20.05.2019



SECOND PARTY

M. Veerappaiah

VERIFICATION

I, Mukesh Gupta, of the Second Party Company, do hereby declare that what is stated above are true to the best of my knowledge, information and belief.

Bangalore

Date: 20.05.2019

SECOND PARTY

M. Veerappaiah