

Charter of Demands dated 25th July 1964.

To

The Secretary,  
The Chipping and Painting Employers' Association Pvt. Ltd.  
Bombay.

Sub-Charter of demands.

Dear Sir,

We, the Port and Dock Workers of Bombay are demonstrating to-day the 25th July 1964 to bring to your notice the following few demands for your urgent and immediate consideration for the workers working under your kind control.

- 1) We demand recognition to our union "The Port & Dock Workers' Union Bombay.
- 2) To fill up the vacancies which are left out to be filled in for the considerable period.
- 3) To end the casual and temporary system immediately.
- 4) To bring all the workers under the Dock Labour Board Scheme framed in 1956 and allow the benefits to the workers to that effect.
- 5) We demand the standing orders, agreements done in the past and to implement the same in toto.
- 6) Special allowance to all the Chipping and Painting mazdoors as "Health Allowance" as the workers have to work with paints mixed in different kind chemicals.
- 7) Compensation to all the workers who met with an accident on duty.
- 8) Medical aid to all the workers whenever necessary.
- 9) To increase the rate of pay according to work to the different categories.
- 10) No mazdoor should deprive his wage if he is sent in lower category to work.
- 11) All the workers should be provided with adequate uniforms and hand gloves, oils and soaps at the time of departure from duty.
- 12) We demand equal representation in the management by ballot from the workers.
- 13) "Bonus" to all the workers according to their pay drawn during the year.
- 14) Housing or the House rent to all the workers.
- 15) Refreshments, drinking water, bath and w.c. facilities should be made available at the place of work i.e. in street.
- 16) We demand fresh agreement with moderate conditions of the work.
- 17) To stop obligatory system of working we sincerely request you to concede the abovementioned demands with immediate implementation.

Thanking you,

Yours faithfully,

Sd/- M.A. Jani.  
General Secretary.

- c.c. 1 Dy. Chairman, The Dock Labour Board,  
2 Regional Labour Commissioner, Central, I Bombay.  
3 Transport Minister, Govt. of India.

Charter of Demands dated 25th July 1964.

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The Secretary,  
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General Secretary.

c.c. 1 Dy. Chairman, The Dock Labour Board,  
2 Regional Labour Commissioner, Central, 1 Bombay.  
3 Transport Minister, Govt. of India.

The Chipping and Painting Employers' Association Pvt.Ltd.

Dock Office,  
Khajur Bunder,  
Carnac Bunder Bombay I  
Tel. 26-1446.

Registered Office,  
Jannabhoomi Chambers,  
Fort Street Bombay I,  
Tel.No. 26-3899

Ref. No. 480-64.

Date 31st July 1964.

To

All Shipping Companies.

Dear Sirs,

Ref- Chipping Painting Work  
Stoppages...

You may be aware that the ministry of labour and Employment, Government of India, New Delhi had, as a result of the recommendations of the "Vasist" committee published a scheme known as the unregistered Dock Workers (Regulation of Employment) scheme, 1957. Pursuant to the publication of this scheme, the Bombay Dock Labour Board, listed all the Chipping Painting Employers in the port of Bombay and the Chipping Painting Workers.

Subsequently, as a result of the negotiation with Transport and Dock Workers' Union, Bombay, representing Chipping and Painting Labour an agreement was arrived at whereby all the listed workers of all the listed Employers were brought in a common pool in April, 1958.

The employers and the Shipping Companies were complaining about the poor output and indiscipline in this section and the union on the other hand were pressing for decasualisation of these workers and to bring them under the Bombay Dock Labour Board. The matter was taken up by the then Chairman of the Bombay Dock Labour Board, Shri. V.T. Dabojia, the employers and the union agreed to discuss and come to a settlement on the union's demands as well as the employers' complaints. After long and protracted negotiations a fresh agreement was entered into on 21st June 1961 granting further benefits to the workers and bringing certain jobs under piece-rate system and other jobs on a manning scheme with the hope that this change in the Agreement will reduce disputes at the place of work and discipline and out put of work will improve.

However, the hopes of the employers were belied and the workers again started to adopt their own tactics of creating trouble at place of work and raising all types of disputes with the resultant increasing indiscipline in this section.

As a result of this and as improvement had been found both in out put and discipline inspite repeated reminders to the union, the employers decided to terminate the agreement dated 21st June 1961, on 31st December, 1963 after giving two months' notice as ~~xxx~~ required under the Agreement.

The Union has put up a large number of demands as under ----

- 1) Minimum Guarantee to be raised from 12 days to 21 days per month.
- 2) 25% increase in D.A. with retrospective effect.
- 3) Merging D.A. in the Basic Pay for the purpose of provident ~~xxx~~ Fund and Gratuity.
- 4)

- 4) Payment of Gratuity at one month's total wages for each year of service.
- 5) Provident Fund to be increased from 6½% on the basic wage to ~~8~~ 8-⅓% of the total earnings.
- 6) Weekly off with pay.
- 7) Increase in sick leave, casual leave and privilege leave i.e. 15 days casual, 15 days sick leave and privilege leave of 33 days in a year.
- 8) Services granted by these workers prior to the formation of pool to be taken for purpose of gratuity.
- 9) Workers booked for work in a stream landed late should be paid full shift wages.
- 10) Increase in stream allowance from '75 paise to worker and tindal to Rs.1'50 for worker and Rs.2'00 for tindal.
- 11) Bus fare to the workers when called upon to report for work at Mazgoan and Kasara Bunder and Seindia Work Shop etc.
- 12) Attendance allowance @ Rs.1'50 instead of Rs.1/- at present.

If all the demands of the Union are conceded the total cost would be about 80% more.

The Employers considering the high cost of the demands were not prepared to concede the same. Even the Employers are not sure that output in work will improve even after conceding them in whole or in part.

The workers disgruntled by the failure of the Union to get these demands accepted by the Employers, immediately started to create trouble by refusing to accept booking. The workers made a demonstration ~~at~~ on 25th July 1964, under the banner of a new Union known as Port and Dock Workers' Union, Bombay. Since then the workers, when booked for work on vessel, under one pretext or other, refused to carry on the work with a view to coerce the Employers to concede their demands.

It appears that at present Transport and Dock Workers' Union, Bombay who had represented the workers for the last several years is not in a position to advise the workers to carry on the work as per the Agreement and, therefore, the workers either at the instigation of the ~~the~~ other Union or on their own are trying to force upon the Employers conditions of work quite different from those prevailing upto now under the threat of ~~making~~ holding of the work.

The members of the Association request the inconvenience caused to the Shipping Companies because of this unreasonable attitude of the workers and their advisers.

Thanking you,

Yours faithfully,

Sd/- R.C. Thakore.  
Secretary.

Telephone: { Off. 261981  
Res. 86004

Telegrams : "RELABCOM"

GOVERNMENT OF INDIA  
MINISTRY OF LABOUR & EMPLOYMENT.  
OFFICE OF THE REGIONAL LABOUR COMMISSIONER (CENTRAL),  
WAKEFIELD HOUSE, SPROTT ROAD, BALLARD ESTATE  
(P. O. Box No. 154).

No. B-475(1)/64

29 AUG 1964  
Bombay, the                      1964  
Bhadra 1886

To

✓ The General Secretary,  
Port & Dock Worker's Union,  
Ashok Chambers, Plot No. 56,  
P.D'Mello Road, Bhadoch Street,  
Bombay-9

Sub:- Charter of demands.

Dear Sir,

Please refer to your discussion with me as well as with the Regional Labour Commissioner(C), Bombay, regarding your grievances. From the representations received in this office it appears that you have taken up the matter with the employers concerned and copy of these letters has been endorsed to this office without any specific request for intervention. In case you want this office intervention in any industrial dispute in future, you are requested to furnish copies of charter of demand as required under Rule 10A of the Industrial Disputes (Central) Rules, 1957, with a specific request for intervention.

Yours faithfully,

*J. J. J.*  
Conciliation Officer  
(Central)-I, Bombay

Copy for information forwarded to the  
RLC(C), Bombay.

To

The Secretary,  
The Chipping and Painting Employers' Association Pvt. Ltd.  
Bombay.

Sub-Charter of demands.

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Yours faithfully,

sd/- M.A. Dani.  
General Secretary.

- c.c. 1 Dy. Chairman, The Dock Labour Board,  
2 Regional Labour Commissioner, Central, I Bombay.  
3 Transport Minister, Govt. of India.

Notice of change.

Name of employer-- The Chipping & Painting Employers' Association Private Limited,  
3rd floor, Jannabhoomi Chambers,  
Fort Street, Bombay 1.

Dated this Thirty first day of August, 1964.

To The Workmen affected.

Dear Sirs,

In accordance with section 9A of the Industrial Disputes Act, 1947, we beg to inform you that it is our intention to effect the changes specified in the Annexure to this letter, with effect from 21st Sept. 1964.

Yours faithfully,

Sd/- R.C. Thakore

Secretary.

The Chipping and Painting Employers' Association Pvt. Ltd. on behalf of all the chipping and painting employers, Bombay.

Annexure.

The Agreement dated 21st June, 1961 made between The Chipping and Painting Employers' Association Pvt. Ltd. on behalf of the employers and The Transport & Dock Workers' Union, Bombay, representing the chipping and painting workers listed by The Bombay Dock Labour Board having been terminated by the employers effective 1st March, 1964, the employers desire to effect the following changes.

- 1) On the expiry of the period mentioned in the Notice of Change, attendance money provided for in Clause 28 of the said Agreement shall cease to be paid.
- 2) On the expiry of the period mentioned in the Notice of Change, the guaranteed minimum wages provided for in clause 31 shall cease to be paid.

Sd/- R.C. Thakore.

3  
The Port & Dock Worker's Union - Bombay

to Port, Dock & Water Front  
Federation of India.  
Trade Union Congress

Regd. No. 4671

Ashok Chambers, Plot No. 56  
P. D'Mello Road, Bhadoch Street  
BOMBAY - 9.



No. \_\_\_\_\_

Date 28th Sept. 64

To

The Conciliation Officer (Central)-I, Bombay.

Sub- Charter of demands etc.  
Dispute in Chipping & Painting Employers' Association  
- Pvt. Ltd., Bombay.  
Ref- Your No. 3-451(108)/64.

Sir,

In pursuance of the conciliation proceedings held on 19-9-64 we beg to submit herewith our views, comments and reply on the now points in the Association's statement under their ref. No. 659/64 dated the 19th Sept. 1964.

Demands Nos. 1 & 2. The reasons given by the Association are too lame and without any substance. Thousands of Dock Workers are enjoying these benefits. Moreover the proposals are illegal. We have already explained the legal position. We further rely on the decision of the Supreme Court, reported in L.L.J. Vol. I, 1964 page 19.

Demand No. 3. These are actions taken by way of victimisation and in unusual circumstances arisen as a result and consequence of the employers highly provocative behaviour. The Standing Orders do not provide for victimisation and unfair labour practice by employer. What matters is substance and not form.

Demand No. 4 and 14. As far as these demands are concerned we propose and hereby apply for making and aiding the Bombay Dock Labour Board and Government the parties to this dispute.

Demand No. 5 & 11. Medical Aid is too insignificant. Moreover it is meant for cure. While ~~xxxxx~~ Health Allowances is a preventive measure. Prevention is always better than cure. This applies to latter part of the demand No. 11 also i.e. regarding milk and vitamin tablets.

Demand No. 10. Ship Officers can deal with the Employers or their representatives. It may be noted that we are prepared for a reasonable and amicable settlement of this dispute. Pending the settlement we are prepared for Voluntary Adjudication or Arbitration under sec. 10(B) or 10A of the Industrial Disputes Act, 1947. We propose the following names for the purpose.

.....2.



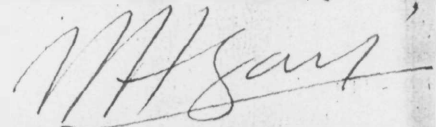
- 1) The present Chairman of the Bombay Port Trust, Shri. L.M. Madkar, I.C.S.
- 2) Shri. Jeejibhoy, Ex - President Labour Appellant Tribunal.
- 3) Shri. Saloon Mochhai, Central Industrial Tribunal.
- 4) Shri. P.D. Sawarkar, Ex- Industrial Tribunal, Maharashtra state, Bombay.

If the Association of Employers is not ready for this even the dispute may be referred for adjudication.

It may further be noted that whatever contained in the Association's statement under reference which is inconsistent and contrary to the Unions case is denied as misconceived and untenable as if specifically traversed and dealt with.

Thanking you,

Yours faithfully,



General Secretary.

# The Chipping & Painting Employers' Association Private Ltd.

Dock Office :

Chajur Bunder,  
Carnac Bunder, Bombay I.  
Telephone: 26-1446

Registered Office :

Janmabhoomi Chambers,  
Fort Street, Bombay I.  
Telephone: 26-3899

Ref. No.

673.64

Date,

24th Sept. '64.

The Conciliation Officer(Central), I,  
Bombay.

Dear Sir,

We refer you to letter dated 19th September, 1964 addressed to you by the General Secretary, Port & Dock Workers' Union, Bombay, and also to this office letter No. 659.64 dated 19th September, 1964 submitting our comments on the demands submitted by the said Union.

We hereunder give our further comments on the letter dated 19th Sept. 1964 addressed to you by the General Secretary, Port and Dock Workers' Union, Bombay.

1. As stated in para 2 of the said letter the Association had terminated the Agreement dated 21st June 1961 by giving two months' notice on 31st December, 1963. The Agreement was to come to an end from 29th February, 1964. Subsequently the agreement was extended for further period of 2 months i.e. upto 30th April, 1964, as some discussions were going on with the then representative Union of the workers i.e. Transport & Dock Workers' Union, Bombay.
2. The said agreement was terminated by the employers because the workers were not prepared to honour the terms of the Agreement. The reasons for terminating the Agreement were
  - 1) Unwillingness of the workers to carry out their obligations under the agreement.
  - 2) Demanding wages in breach of the Agreement.
  - 3) Keeping away en-mass from accepting booking for work when chipping work was to be carried out and out of those who reported for work, number of workers did not even give minimum output as laid down in the agreement and left the vessel long before the termination of the shift.
  - 4) Stoppages of work in breach of the agreement by the workers.
  - 5) Late reporting at places of works.
  - 6) Leaving the place of work without completing work and without permission of the employer long before the termination of the shift period.
  - 7) Refusal by workers to carry out lawful orders of the employers, their representatives, ships' officers and the Association.
  - 8) Demanding cash wages from employers at the place of work on threats of holding up vessels by not completing work.
  - 9) Large number of workers not reporting for work on payment and advance payment days resulting in inconvenience to employers in performing jobs already in progress or to be commenced
  - 10) Resorting to direct action in breach of the agreement instead of availing of the machinery for removal of the workers' grievances, or causes for complaints, provided in the agreement.

# The Chipping & Painting Employers' Association Private Ltd.

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Carnac Bunder, Bombay I.  
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Fort Street, Bombay I.  
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Ref. No.

Date,

- 2 -

3. The Bombay Unregistered Dock Workers (Regulation of Employment), Scheme, 1957, only envisages listing of the workers and the employers. Although the Scheme did not grant any benefit to the workers, the employers, however, went further and granted them the benefits of gratuity by Agreement dated 3rd April, 1958.
4. The employers and the shipping companies were complaining about low output of work and indiscipline in this section after the formation of the pool by the employers and the Agreement of 3rd April, 1958.
5. With a view to bring about discipline and better output of work the employers entered into further revised agreement with the then representative Union of the workers i.e. Transport & Dock Workers' Union, Bombay, on 21st June, 1961, whereby it was agreed to introduce piece-rate system for chipping jobs and large number of jobs were brought under the Manning Scheme whereby a set of workers were required to complete a job within a shift period. Although the number of workers laid down in the said manning scheme were much more than were employed prior to the formation of the pool for carrying out the said jobs within a shift period, the employers with a view to improve harmonious relations agreed to experiment with the revised manning scheme. Under the new agreement the workers were granted the following additional benefits.
  - 1) Attendance Allowance.
  - 2) Provident Fund.
  - 3) Leave with Pay.
  - 4) Minimum Guaranteed Wages, in a month, for 12 days.
  - 5) Free Medical Aid at the dispensary of The Bombay Dock Labour Board.
  - 6) Two paid holidays in a year.

It must be appreciated that The Bombay Unregistered Dock Workers (Regulation of Employment) Scheme, 1957, did not make it obligatory upon the employers to grant them the above benefits.

6. As a result of this indifferent attitude of the workers, although benefits stated earlier were conceded at considerable cost, the work started falling in this port and in spite of repeated complaints by the employers to the Union no improvement was found either in discipline or in output of work. We are enclosing herewith a copy of summary of disciplinary actions taken against workers from July 1959 till March 1964, which will give an idea to what extent indiscipline in this section prevailed. It was expected that with security of job and more benefits given to the workers, the discipline and output of work would be better.
7. As the workers were not prepared to fulfill the obligations arising out of the Agreement of 1961, the employers had no other option but to terminate the Agreement.

- 3 -

# The Chipping & Painting Employers' Association Private Ltd.

*Dock Office :*

Khajur Bunder,  
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Telephone: 26-1446

*Registered Office :*

Janmabhoomi Chambers,  
Fort Street, Bombay I.  
Telephone: 26-3899

*Ref. No.*

*Date,*

- 3 -

8. Referring to para 3 of the letter, it does not befit the Union now to state in September, 1964, that the workers were dissatisfied when the agreement was made. This is a most incorrect statement for the reason that before the agreement was arrived discussions lasted for a long period during which the Transport & Dock Workers' Union and a number of workers participated. Furthermore, if the workers were dissatisfied, on the expiry of the period of agreement they could have given notice of termination of agreement but this was not done by them but it was the employers who terminated this agreement.
9. Referring to Para IV of the said letter, it is not correct that after terminating the agreement the employers began to go back upon the terms. Although the employers could have given the notice under Sec. 9A of the Industrial Disputes Act withdrawing the benefits, the employers continued to employ workers as per the terms of the Agreement and give them all the benefits under the said agreement at heavy monetary cost.
10. It is not correct as stated in the said letter that the employers went on employing new and outside labour. We ask the Union to prove their statement with facts.
11. There are numerous instances where the work which was normally completed within 3 to 4 hours time, was carried on for 3 to 4 shifts by the workers. This resulted in the shipowners not being interested in getting any major job done at this port. The result was a large number of workers were on attendance allowance.
12. The workers without any notice went on strike on 25th July 1964. Even that time the Transport & Dock Workers' Union was the representative Union of the workers. The question, therefore, of discussing with this Union did not arise. Even to-day, the employers do not know that this is the only representative Union of the workers in this section.
13. The employers are justified in conveying to the Union through you that the workers must carry out work for at least six months strictly as per the old Agreement with a view to create proper atmosphere for discussing the demands they may have.
14. You will appreciate that under these circumstances and threats of physical harm to the employers' representatives and stoppages of works, it is not possible for the employers to discuss any demands of the workers.

Demand No. 1 & 2: Withdraw the notice of change dated 31.8.64. Continue the benefits under clauses 28 & 31 of the Agreement which are proposed to be withdrawn.

- 4 -

# The Chipping & Painting Employers' Association Private Ltd.

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Ref. No.

Date,

- 4 -

We have already dealt with these demands in our letter No.659,64 dated 19th September,1964, addressed to you. We would, however, like to point out that with the fall in work in this port due to the negative and disruptive attitude of the workers it is not possible for the employers to complete work in stipulated time. A large number of shipowners are, therefore, not interested in getting jobs done at this port. This has resulted in reduction of number of manshifts worked after the formation of the pool.

<u>Year</u>	<u>Manshifts worked</u>
1958-59	3,75,238
1959-60	3,13,710
1960-61	2,92,710
1961-62	2,81,185
1962-63	2,63,403
1963-64	2,33,000

This shows that there is a continuous fall of work after the formation of the pool.

The Chaudhari Commission Report has not stated, as made out in the said letter of the Union, that Attendance Allowance and Minimum Guaranteed Wages may be paid to the workers. They have only picked up the recommendations of the Commission's Report out of context of the whole report.

This reference to Chaudhari Commission related only to Class III and IV employees of the major ports and on labour of the port authorities only. This reference was made to the Commission on the complaint of the representative Unions that large number of casual and temporary workers, disproportionate to the permanent strength, were maintained by the port authorities. The Chaudhari Commission was not called upon to deal with the chipping and painting labour and, therefore, the reference to the Chaudhari Commission Report is irrelevant.

The workers have to blame themselves for forcing the employers to terminate the benefits given under the Agreement of 1961, as they were not prepared to carry out the obligations under the same Agreement. The demand of the Union is not acceptable to the employers.

Demand No.3: The Charge-sheets and disciplinary actions proposed to be taken against the workers since the serving of the Charter of demands on 25.7.64 should be withdrawn forthwith:

It is not correct as stated by the Union that it is the motive of the employers to crush the workers' resistance and the unity and their Union by victimising the workers by issuing charge-sheets to the workers. Actions are taken for breach of the Standing Orders only after the workers are given full opportunity to put up their case before the Labour Officer of the Association. The employers do not accept the demand of the Union.

- 5 -

# The Chipping & Painting Employers' Association Private Ltd.

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Ref. No.

Date,

- 5 -

Demand No. 4: The vacancies in the Registered Workers should be filled in from the casual and temporary workers and forthwith.

As already pointed out in our comments on demand No. 1 and 2 there is a fall in work in this port and, therefore, the question of filling in vacancies does not arise. The present listed strength is not fully utilised on a number of days. If the workers performed their work as per the terms of the Agreement the need for casual workers would still be further reduced.

Again the Union has mis-quoted The Chaudhari Commission Report. Its recommendations in regard to filling in the vacancies from among the casual workers to the permanent vacancies are

- 1) Dependent on volume of trade and its variance.
- 2) General Working Condition.
- 3) Right type of labour.

Even in recommendations it is clearly stated that casual workers must work in place of registered workers for some time and if there is any vacancies they can be filled in from among the casual workers subject to the above conditions. The Report does not recommend that the vacancies should be filled in automatically. The filling of the vacancies depend on, as stated above, on volume of work and right type of labour. As stated earlier in this letter there is a fall in volume of work from year to year and, therefore, the question of filling in vacancies does not arise at all.

Demand No. 5: Health Allowance should be given to all the workers. The rate should be Rs.25/- p.m. to each worker with effect from 1.1.1964.

We have already commented on this demand in our letter dated 19th September 1964. We would, however, like to add here that no-where this health allowance is granted to any type of work and, therefore, the question of Health Allowance does not arise. These workers are given free medical aid at the dispensary of The Bombay Dock Labour Board.

Demand No. 6: Workers should be supplied with Soap and Kerosene:

The demand of the workers is already dealt with in our letter dated 19th September, 1964. The workers are provided with soap and kerosene on jobs as provided in the Agreement of 1961.

Demand No. 7: Weekly off should be given:

As already stated in our letter dated 19th September, 1964, the demand is vague. If the workers carry out work on Sundays they are paid at overtime rate.

Demand No. 8: Medical facilities should be given to all the workers and their family Members. The provision of 100 cots should be made for the workers suffering from T.B. and other serious diseases. Special Medical facilities for T.B. and other serious diseased patients should be made.

- 6 -

# The Chipping & Painting Employers' Association Private Ltd.

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Ref. No.

Date,

- 6 -

We have already dealt with this demand in our letter dated 19th September, 1964. We again reiterate that it is not possible for the employers to reserve 100 cots in a hospital because cost would be prohibitive and the financial burden would be so great that the work in this port would fall further. There is no mention in the Chaudhari Committee's recommendations of this and, therefore, their statement is not justified. The report mentions that workers shall be entitled to medical assistance and to compensation under The Workmen's Compensation Act. As already stated above these workers are given free medical aid and they are entitled to compensation under The Workmen's Compensation Act.

Demand No. 9: Provision of Tindel should be made as work-wise and the dispute in the matter should be settled in discussion.

As already stated this demand is vague and, therefore, it is not possible for us to give any comments on the said demand. It is not correct that one tindel is given for 16 workers. These tindels only act as supervisors and assist foremen getting the work done properly. The employers feel that the provision of tindels even under the Agreement of 1961 is too liberal and requires to be revised in such a way that a tindel should supervise a large number of workers. The employer is the best judge how supervision is to be carried out.

Demand No. 10: The Ship's Officer should not be allowed to interfere with work by giving any orders or otherwise.

The Ships' officers are in charge of the vessels and all the jobs are carried out under their instructions and they have every right to decide whether the job entrusted to the workers through the employer is carried out satisfactorily or not. This demand is rejected.

Demand No. 11: Hand-gloves, Gas masks, goggles should be supplied to workers doing the work in caustic wash in deep tank boiler chock and silver paint milk and vitamin tablets also should be provided to them.

We have already given our comments on this demand of the Union in our letter No. 659.64 dated 19th September, 1964. The workers do not handle the materials with bare hands. They apply paint either with brush and caustic soda is applied by a mop tied to stick. The question of supplying milk does not arise as in the opinion of the employers there is no chemical hazard involved in their work.

Demand No. 12: Out-stage workers working at Dry Dock should be supplied with rain-coats as  
B. P. T. Khalasis

The question of supplying rain-coats to these workers in dry dock does not arise since when it is raining the workers do not work. Just because B.P.T. Khalasis are provided with raincoats it does not mean that we should also provide raincoats. The B.P.T. Khalasis work even while it is raining heavily whereas our workers do not. On all piece-rated jobs on outside hull the agreement provides

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# The Chipping & Painting Employers' Association Private Ltd.

Dock Office :  
Khajur Bunder,  
Carnac Bunder, Bombay I.  
Telephone: 26-1446

Registered Office :  
Janmabhoomi Chambers,  
Fort Street, Bombay I.  
Telephone: 26-3899

Ref. No.

Date,

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payment of detention to the workers when the work is held up due to rain. This clearly shows that the workers do not want to work while it is raining.

Demand No.13: Housing Accomodation should be made immediately.

We have given our comments on the demand in our letter dated 19th September, 1964. It is financially impossible for the employers to provide housing to the workers. Even the best placed industries and the Government are not in a position to provide houses to a large number of their workers.

Demand No.14: Bombay Dock Labour Board Scheme should be immediately extended to these workers.

This demand is not tenable against the employers as the question of extending The Bombay Dock Labour Board Scheme rests with the Bombay Dock Labour Board and the Government and not with the employers. It may be pointed out that large number of other workers are working in the port who are outside the purview of any Scheme and Dock Workers (Regulation of Employment) Act. The Government had gone into this demand of the Union as far as back in 1955-56 and the only recommendation was for listing of the workers and employers under the Bombay Dock Labour Board without granting any benefits to the workers.

Demand No.15: Washing-Old Agreement Clause 52 Part I to be continued with the following modification--

" After 175 sq.ft. extra workers' job would be to tighten tarappa in both sides and then they should put Guy round up. After finishing washing they will round it up and hand over to B.P.T. Paints to be supplied to workers."

.....

The number of workers provided for washing the vessel in dry dock on basis of length of the vessel was laid down after careful examination of the jobs to be carried out and this has been the practice right from 1949 onward and workers have never found any difficulty and have carried out job. It has been the experience of the employers that this job of washing of the vessel is completed within 5 hours' time with the strength of the workers that is laid down in the agreement. As it is the full complement of workers, as per the agreement, are never found working and always some workers keep away from work and lesser number of workers complete the job in about 5 hours' time. As a matter of fact there is ground for reducing the number of workers on these jobs. The question of giving additional man above 175 sq. ft., therefore, does not arise and the demand is not justified.

Demand No.16: In black paint over 250 ft. two additional workers should be supplied and after every 50 ft. one additional worker should be supplied. Some process should be continued in bottom and top.

It is not correct that even after applying 250 ft. of black paint

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the workers cannot carry out further work. The workers, as supplied under the Agreement of 1961 finish the job within 3 to 4 hours time. Prior to the pool only one tindel was supervising the job while at present 2 tindels are employed to supervise this job. Even then the work carried out by these workers is of very slipshod nature and they want to leave the place of work within shortest period after commencing work. The number of tindels should be reduced to the position before formation of the pool.

Demand No. 17: The workers should be supplied with instruments which are in order.

The workers are supplied with proper gears required for carrying out job. This complaint is baseless. The employer had made an offer to supply gears to the workers and told them to maintain the gears properly. They were prepared to give reasonable amount for maintenance of the gears. This offer was, however, rejected by the workers. Whenever the workers do not want to work they find fault with the tools.

Demand No. 18: In eight hours work if site given remains unfinished then time rate should be given to workers.

Piece-rate jobs and the manning jobs have been laid down after careful consideration and after long and protracted discussions with the Union representatives. Under this system if the workers so desire they can earn more. This was one kind of incentive to the workers. All the jobs laid down in the manning are, as per the experience of the employers, completed within 3 to 4 hours time. It will not be out of place to mention that nearly 60% of the workers leave the work-place before the lunch break in every shift and the question of hardship to the workers is, therefore, imaginary. The question of giving them minimum wage cannot be accepted as the piece-rate and manning scheme were introduced to remove the complaint of the employers of the go-slow tactics of the workers.

Demand No. 19: For lifting and lowering the stages in use by workers in washing, gauging and painting in dry dock the essential labour should be provided.

For painting a vessel stagemen are employed for lowering the stages. The number of workers for painting a vessel in dry dock are laid down after considering that they have to tie guy rope and this is the job of only 5 to 10 minutes. Therefore, additional man for tying guy rope is out of question and the demand cannot be accepted.

No stages are required for washing bottom in dry dock and the workers have to tie guy rope on vessel and this job does not require much time or labour. This is being done for last many years by the complement of workers laid down in the agreement and the work is completed within 5 to 6 hours and, therefore, the question of additional man for this job cannot be accepted.

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15. The so-called representatives of the workers never accepted the suggestions of the employers that they should carry out the work as per terms of the Agreement of 1961 before starting any discussion. On the contrary they threatened the employers that their vessels will be held up and they must sit down and discuss their demands before the normal work is started.
16. Under the circumstances the employers are justified in their stand to refuse to discuss any demands of the workers unless the workers carry out work as per terms of the Agreement of 1961 if they want the benefits under the said agreement. This was not acceptable to them. Even after they had given assurance to the Conciliation Officer (C), Shri J.N.Gupta, on 21.8.64 that they will carry out the work as per terms of the Agreement, they created trouble at the places of work after they were booked for work on subsequent day. They even threatened the foremen of the employers, ships crews and many workers.
17. You will appreciate that no employer can discuss any of the demands under such an atmosphere. The attitude of the workers has resulted in loss of work in this port. Because of this attitude of the workers some foreign ships which had come to load oil had to leave without taking oil resulting in loss to the country in Foreign Exchange.
18. The employers have already conveyed to you by our letter No.659.64 dated 19th Sept.1964 that they will be willing to discuss the demands provided they carry out terms of the Agreement at least for a period of 6 months without any trouble or dispute.

Thanking you,

Yours faithfully,

*R. S. M. A. J. S.*  
Secretary

Enc<sup>1</sup>: as above.

Copies forwarded to:

- (1) Regional Labour Commissioner  
(Central), Bombay.
- (2) Chief Labour Commissioner,  
Ministry of Labour, Government of India,  
New Delhi.
- (3) Chairman, Bombay Dock Labour Board.

Statement showing the disciplinary actions taken against chipping and painting workers from July 1959 till March 1964.

Period	Go-slow		Not reporting for work after accepting booking		Leaving before end of shift		Refusal to carry out work		Careless work	
	No. of complaints	Workers involved	No. of complaints	Workers involved	No. of complaints	Workers involved	No. of complaints	Workers involved	No. of complaints	Workers involved
July 1959 to March 1960	16	223	42	81	174	541	94	627	10	28
April 1960 to March 1961	11	73	92	206	225	688	147	774	16	77
April 1961 to March 1962	40	287	116	213	214	915	97	551	50	536
April 1962 to March 1963	31	200	122	194	189	565	79	408	63	353
April 1963 to March 1964	12	158	162	516	176	475	98	499	70	265
Total		941		1210		3184		2859		1259

Dismissed

1959-60  
1960-61  
1961-62  
1962-63

5  
4  
8  
1

24

Bombay, 19th September 1964.

From :

The General Secretary,  
The Port and Dock Workers' Union,  
Ashok Chambers, Plot No.56, P.D. Mello Road,  
Bhadoch Street,  
Bombay-9.

To :

The Conciliation Officer (Central) - I  
B o m b a y

Subject: Charter of demands -  
Justification statement in support of -

Reference: Your No. B 451(106)/64

Sir,

I. Please recall the discussions in your office on the 14th September 1964. In pursuance of these discussions the conciliation proceedings are to be commenced from 19.9.1964. The Union hereby submits its statement of justification in support of the specific matters in dispute as per our statement under Rule 10A of the Industrial Disputes (Central) Rules, 1957. Before we deal with individual item of disputes we beg to place before you the back ground of the present dispute.

II. On the 21st June 1961 the Chipping and Painting Employers' Association (Pvt.) Ltd., and the Transport & Dock Workers' Union, Bombay, entered into an agreement on the demands that that were then raised. This agreement was to remain in force for two years and thereafter it could be terminated by two months notice by either party. This agreement is terminated by the Employers' Association from 1.1.1964.

III. When this agreement was entered into the workers were highly dissatisfied as the terms settled therein were very much unfavourable to them compared to the terms and conditions <sup>of service</sup> of other dock workers covered by the Bombay Dock Labour Scheme. Deep discontent was being nursed by the workers against the agreement.

IV. After termination of the agreement the employers began to go back upon the terms agreed thereunder as if after termination of the agreement no liability continues. This was obviously a misconception.

The employers started allotting work to new and outside workers in blatant breach of the terms of the agreement and started harrassing the workers by not giving work to them, not because it was not available but because, it was given to new and outside workers. With this unfair practice on the part of the employers the workers were provoked and their patience was exhausted. As a result of all this there was a lightening and spontaneous strike on 25.7.1964 which was immediately withdrawn and discontinued. But, ~~more~~ <sup>new</sup> workers joined this Union and raised various legitimate disputes with the Employers Association. But even knowing full well that this is a fully representative Union, they refused to negotiate with this Union. This was highly to say the least undesirable attitude on their part and was too much harmful to maintain harmonious relations and industrial peace. It is clear from their attitude in the meeting on the 14th September 1964 before you. They have flatly refused to discuss the demands on merits till six months are over. They attended the discussions only to pay <sup>lip</sup> ~~tip~~ service to the call of your office. Due to this adamant attitude of the employers no progress could be made towards mutual settlement and hence the conciliation proceedings are to be commenced. The demands now placed before you should be viewed in this light and back ground.

V. Now coming to the demands proper the Union begs to place its views in brief as follows :

(a) Demand Nos. 1 and 2 :

- (1) Withdraw the notice of change dated 31.8.64
- (2) Continue the benefits under clauses 28 and 31 of the agreement dated 21.6.61 which are proposed to be withdrawn.

To add oil to the fuel the Employers have given a notice of change, a copy of which is already forwarded to you. These changes are most unfair, improper and unlawful. Once there is an agreement or award no change in service conditions can be effected unilaterally even after the termination of Award or settlement and after notice under Section 9A of Industrial Disputes Act, 1947. The terms of contract of employment evolved by the agreement or award can be altered by way of a fresh agreement or award. For this legal position we rely on the decision of the Bombay High Court reported in Labour Law Journal 1957 - II p. 256. It is thus observed,

"Even after the Award is determined in the manner provided by Sub-section 6. The obligations created by the award can in our judgment be altered by a fresh contract on a fresh adjudication under the Industrial Disputes Act and not otherwise. "

There are numerous such judgments. But we do not mention all of them here.

Apart from this legal position now that the dispute is admitted in conciliation from 19.9.1964 under Section 33 of the Industrial Disputes Act, 1947, These changes cannot be introduced :

Apart from this legal aspect even from fairness and propriety point of view it is most unjustifiable to withdraw these conditions of service which were prevailing under the agreement and which are enjoyed by the thousands of dock workers working side by side with these workers. It would create anomalous position and

discrimination. Hence these two are perfectly justified. They entail no additional financial burden on the employers. Chaudhari Commission support these demands (p. 214 para 164 XVI).

The present conditions of service that are sought to be withdrawn and discontinued from 21.9.1964 are as follows :

28 ATTENDANCE ALLOWANCE:

Subject to other provisions of this Agreement if a worker is available for work and attends at Call Stand for the shift to which he is allotted by the Association under Clause 19(1) or for any other shift for which he is specially asked to attend by the Association but for whom no work is found for the shift he shall be paid attendance allowance at the rate of Re.1/- (Rupee one only) per shift for the shifts on which during a calendar month he attended for work at the Call Stand of the Association, as directed by the Association as aforesaid but no work could be found for him for the shifts.

Provided that a worker shall not be entitled to attendance allowance,

- (a) for any shift for which full wages have been paid to him under clause 31 (Guaranteed Minimum Wages) or otherwise, or for which disappointment money is paid under clause 30.
- (b) for attendance in any shift if after such attendance he does not remain at the Call Stand for a period not exceeding one hour from the time of reporting.

3) GUARANTEED MINIMUM WAGES :

(1) Subject to sub-clause (2) and (3) of this clause each worker shall be paid appropriate rate of wages of the class to which he belongs as set out in Schedule II attached herewith for at least 12

days in a month even though no work is ~~for~~ found for him for the minimum number of 12 days in a month. The days for which the work is allotted to the worker shall be counted towards the 12 days mentioned above.

(2) If any worker is employed for more than one shift in a day all the shifts be so worked in the day for which he gets work shall be counted towards the 12 days mentioned in sub-clause (1).

(3) The Guaranteed Minimum Wages in a month shall be,

(a) for a number of days for which wages are guaranteed in a month provided the worker attended for work on all the days of the month as directed by the Association under sub clause (ii) of Clause 19.

(b) proportionate to the number of days on which a worker attended for work in a month provided he was excused from attendance for all the remaining days of the month. A worker failing to have his absence excused shall forfeit the rights of minimum guarantee under this clause for that month.

(b) Demand No.3 : The charge-sheets and disciplinary actions proposed to be taken against the workers since the serving of the Charter of demands on 25-7-64 should be withdrawn forthwith.

Since 25.7.1964 <sup>imbalance</sup> ~~imbalance~~ and disturbance in industrial relations are created due to the highly provocative and unfair labour practices of the employers. In pursuance of their motive to crush the workers' resistance unity and their Union they have opened an offensive of victimisation as a result of which charge-sheets, have, absolutely no grain of truth have been issued against <sup>all</sup> ~~numerous~~ workers. It is necessary in order to protect legitimate trade union rights and activities <sup>that</sup> ~~all~~ these charge-sheets should be withdrawn forthwith. Efficiency and discipline have nothing to do with these charge-sheets, etc. It is pure, simple and naked victimisation. Hence the demand is fully justified. To create the necessary harmonious relationship and peace



this is absolutely necessary.

- (c) Demand No. 4 : The vacancies in the Registered workers should be filled in from the casual and temporary workers, and forthwith.

The demand itself speaks for its justification. The number and posts of registered workers is fixed under the agreement. There are number of vacancies. But they are kept vacant inspite of the fact that these <sup>are</sup> number of casual workers working for years with these employers. In order to have security of employment it is necessary that casual and temporary workers are registered in these vacancies. There are over 300 vacancies. The casual or temporary workers having more than 6-8 years services are also to the tune of 400. This <sup>demand</sup> is also supported by Chaudhari Commission, p. 213 para 164 (ix) (iv).

- (d) Demand No. 5 : Health Allowance should be given to all the workers. The rate should be Rs. 25/- p.m. to each workers with effect from 1.1.1964.

The chipping and painting work is highly hazardous and dangerous to health. It is the hygienic necessity that while doing this type of work, more care better and more nutritious food is taken. In order to meet these elementary needs this allowance of Rs.25/- p.m. is absolutely essential. Sickness frequency is much more in these occupations. In these days of high prices and where Dearness Allowance does not take care of rise in price i.e. rise is not neutralised. This allowance is fully justified. The present emoluments are too insufficient for this purpose.

- (e) Demand No. 6 : Workers should be supplied with Soap and Kerosene.

The hands and other parts of bodies of these workmen become spoiled and dirty. They cannot be cleaned and washed only with soap or Kerosene. The supply of the same is therefore quite essential.

(f) Demand No. 7 : Weekly off should be given.

The justification for this demand is hardly necessary. After six days continuous hard work a day of rest is absolutely essential. It is in the interest not only of workmen alone but of efficient and better out put as a result of rest and recoupment. All the Labour Acts, such as Minimum Wages Act, Shops and Establishments Act, Factories Act, Plantation Act, Mines Act, Transport Workers' Act, provide for such a day of weekly off.

It is elementary human need.

This demand is supported by Chaudhari Commission also. (p.312, para 56).

(g) Demand No. 8 : Medical facilities should be given to all the workers and their family members. The provision of 100 cots should be made for the workers suffering from T.B. and other serious deceases. Special Medical facilities for T.B. and other serious deceased patients should be made.

Due to hazardous, strenuous and dangerous nature of this work of chipping and painting particularly and of Dock Labour generally these facilities are necessary. These workers are not covered by Employees' State Insurance Act or Scheme. The workers coming under Bombay Dock Labour Scheme are getting these benefits. It is high time that these workers also should get them.

This demand is supported by Chaudhari Commission. (p. 213 para 164 (x) ).

(h) Demand No. 9 : Provision of Tindel should be made as workwise and the dispute in the matter should be settled in discussion.

At present 1 tindel is provided for 16 workers. This arrangement falls too short to meet the requirements of the efficient and smooth working. As far as this demand is concerned a detailed scheme for each type of work will have to be worked out jointly by the management and the workers.

- (i) Demand No. 10 : The Ship Officers should not be allowed to interfere with work by giving any orders or otherwise.

These workers are employed by the members of the Association of employers. There are some employers who are not members of the Association. But in any case these workers are not employees of Ship Owners whose ships are painted and chipped by them. The supervision, management and execution is in the hands of the employers who employ them. But many times the Officers on ship do interfere, instruct and dabble with the work which create unhappy situations, dislocation in work. It is therefore necessary that the Officers on the ship should not interfere with the work carried on by these workers.

- (j) Demand No. 11 : Hand Gloves, Gas masks, Goggles, should be supplied to workers doing the work in caustic wash in deep tank, boiler chock, and silver paint. Milk & Vitamin Tablets also should be provided to them.

These appliances and instruments are absolutely necessary for especially while doing the work in caustic wash in deep tank, boiler/~~chock~~<sup>chock</sup> and silver paint. It is also necessary to provide milk and vitamin tablets to these workers in order to strengthen the resistance of the ill effects on health likely to be caused by this work.

- (k) Demand No. 12 : Out stage workers working at Dry Dock should be supplied with Raincoats as B.P.T. Khalasis.

The supply of Raincoats is very essential to these workers. The B. P. T. provides Khalasis with rain coats.

- (l) Demand No. 13 : Housing Accommodation should be made immediately.

The acuteness of housing problem is too well known in Bombay. An assured good house to live in is a great asset normal and good working. In fact shelter is one of the most elementary basic human need. All the

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workers should therefore be provided with suitable residential quarters.

- (m) Demand No. 14 : Bombay Dock Labour Scheme should be immediately extended to those workers.

This is the most important demand. The workers who are not under the Bombay Dock Labour Scheme are always neglected, sweated and exploited like contract labour. It is always desirable and necessary to have parity and uniformity in the terms and conditions of service at the Dock workers working at least in the same port. It is therefore high time that the Bombay Dock Labour Scheme should be extended to all these workers forthwith. The Employers' Association should give all the benefits and facilities and fringe benefits to all these workmen. The scheme being known the repetition of all these provisions is not made. This Scheme although is not to the full satisfaction of the Dock workers reflects the gains hard won by Dock workers selectless struggle for betterment of their conditions and collective bargaining.

- (n) Demand No. 15 : washing- Old agreement clause 52 part I to be continued with the following modification --

"After 175 Sqr.Ft.extra workers' job would be to tighten tarappa in both sides and then they should put Guy round up. After finishing washing they will round it up and hand over to B.P.T. Paints to be supplied to workers."

**SCALES OF WORKERS FOR WASHING AND CLEANING IN DRY DOCK:**

The total number of workers to be employed by the employers for cleaning and washing the outside hull from the deep load line to keel in dry dock shall be in accordance with the following scales.

For the ships including barges, tugs and launches, of overall length upto 100 ft ...8 plus 1 tindel in all

From 101 to 175 ft. ...	16 plus 1 tindel in all
" 176 to 250 ft. ...	24 plus 2 tindels in all
" 251 to 325 ft. ...	32 plus 2 tindels in all
" 326 to 400 ft. ...	40 plus 2 tindels in all
" 401 to 475 ft. ...	48 plus 2 tindels in all
" 476 to 550 ft. ...	56 plus 2 tindels in all

For every additional length of 75 ft. 8 men will be employed in all i.e. one additional raft or ~~tarappa~~ tarappa on each side. One raft or tarappa will consist of four men.

This is the present clause. This has to be improved as per the demand.

This improvement has been found necessary and essential after experimenting the present condition for a long time. In the interest of proper, efficient and smooth working this improvement in the present arrangement is absolutely necessary. The workers find it very difficult and hard to carry on with the present condition. This will result in speeding up the work also.

- (o) Demand No.16: In black paint over 250 ft. two additional workers should be supplied and after every 50 ft. one additional worker should be supplied. Some process should be continued in bottom and top.

After doing the work in black paint upto 250 ft. it is not possible to work further without any extra assistance. Additional assistance and help is asked for in this demand. This will promote good and efficient work, besides it will speed up the work.

- (p) Demand No.17: The workers should be supplied with instruments which are in order.

The regular supply of instruments in good condition is absolutely necessary. The condition of the instruments affects the quality and speed of work. It affects the enthusiasm and mood of the workers also.

- (g) Demand No. 18 : In eight hours work if site given remains unfinished then time rate should be given to workers.

The minimum fall back time rate is asked for by this demand. Sometimes even after working for eight hours the work on hand remains unfinished due to various reasons for which the worker is not at all responsible. Under the circumstances it is quite fair and proper that he should get at least minimum time rate fixed under the agreement.

- (h) Demand No. 19: For lifting and lowering the stages in use by workers in Washing, Gathaling and Painting in Dry Dock the essential labour should be provided.

This is again a better arrangement for these types of work is suggested. After experiencing difficulties in the present system these suggestions are made. This will ensure better out-put, efficiency, speed and smoothness in working.

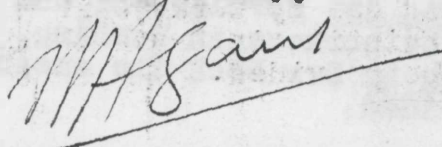
VI. It may be noted that this Union is even ready for an amicable settlement on these demands on reasonable and fair terms. But the unreasonable and non-cooperative attitude of the employers is coming in the way. We are also prepared for a voluntary joint reference to adjudication under Section 10(2) of the Industrial Disputes Act, 1947. In case of failure in both these ways of settlement of the dispute we urge upon you to refer the dispute for adjudication to the Industrial Tribunal under Section 10 of the Industrial Disputes Act, 1947.

VII. It is earnestly hoped that full justice will be done to the demands on merits.

VIII. We reserve our right to add to this if and when necessary and crave the leave for the same. Similar we should be given opportunity to file our reply to the statement, if any, filed by the Employers' Association.

Thanking you,

Yours faithfully,

A handwritten signature in cursive script, appearing to read "W. H. Gans", is written over a horizontal line.

General Secretary,  
PORT AND DOCK WORKERS' UNION.

# The Chipping & Painting Employers' Association Private Ltd.

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Telephone : 26-1446

Registered Office :  
Janmabhoomi Chambers,  
Third Floor,  
Fort Street, Bombay 1.  
Telephone. 26-3899

Ref. No. 659,64.

Date 19th Sept, 1964.

The Conciliation Officer  
(Central), I, Bombay.

Dear Sir,

Further to this office letter No. 659,64 dated 12th September, 1964 and the request made by you at the meeting held on 14th September, 1964, we are submitting below our comments on the demands submitted to you by The Port & Dock Workers' Union, Bombay.

Demand No. 1 and 2: The demands cannot be accepted by the employers. The employers are not in a position to bear the liabilities of the benefits conferred under the Agreement dated 21st June, 1961, as workers refuse to work when booked on vessels, threaten the ship's crew and others working on the vessels. The Shipping companies refuse to give us work because of this attitude of the workers. Therefore, the Employers are not in a position to bear the monetary liability to pay Attendance Allowance and Minimum Guaranteed Wages to a large number of workers who are rendered idle because of this attitude of the workers. These benefits were granted under the said Agreement dated 21st June 1961 on the assumption that the workers will carry out normal work under the terms of the Agreement. Since the workers are not carrying out the obligations under the Agreement, the Employers, and in turn, the Association on behalf of the employers, are not in a position to bear the burden of these benefits. The Agreement must stand as a whole and not in parts. The demands, therefore, are rejected by the employers.

Demand No. 3: Charge-sheets issued for disciplinary actions under the Standing Orders cannot be withdrawn and we are not agreeable to the said demand of the Union.

Demand No. 4: We have no registered workers. The workers are only listed by the Bombay Dock Labour Board and as such the question of filling of vacancies could only be decided by The Bombay Dock Labour Board. This demand is not tenable against the employers.

Demand No. 5: Health Allowance of Rs.25/- demanded by the Union cannot be granted. The workers are provided with free medical aid at the dispensary of The Bombay Dock Labour Board. As such the question of Health Allowance does not arise at all.

Demand No. 6: Wherever soap and kerosene are required, the employers have agreed, under the old agreement and these are still provided. The facilities cannot be extended further.

Demand No. 7: This demand is vague. At present, if the work is carried out on Sunday, workers are entitled to payment as per Agreement at overtime rate. No statutory obligation is there on the employers to grant them weekly off with pay. No further concession is, therefore, called for.



# The Chipping & Painting Employers' Association Private Ltd.

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Ref. No. 659,54 - 2 - Date 19th Sept. 1954.

Demand No. 8:

Medical facilities, free of cost, are given to the workers at the dispensary of The Bombay Dock Labour Board, as stated above. It is not possible for us to arrange for cots in hospitals for T.B. Patients. It is not possible financially to arrange for 100 cots in a hospital for T.B. patients because the cost would be prohibitive and financial burden unbearable since the work in this port is falling.

Demand No. 9:

This demand is not understood and it is vague. The employers are unable to make any comments on the same.

Demand No. 10:

The Ships' officers are in-charge of the vessels and they have every right to decide whether the jobs entrusted to the workers are carried out satisfactorily or not. The demand of the Union, therefore, cannot be accepted.

Demand No. 11:

The employers had agreed to supply goggles to the workers working on chipping plates provided they use the goggles and maintain them and in case of loss, they make good the loss. The offer was rejected by the workers. Regarding demand for hand gloves, gas masks for caustic wash, milk and vitamin tablets etc, the employers are unable to accept this demand because hand-gloves and gas-masks are not required for carrying out the jobs. Since the workers are given free medical aid at the dispensary of The Bombay Dock Labour Board, the question of supplying vitamin tablets does not arise. The question of supplying milk cannot be accepted because of financial incapacity of the employers.

Demand No. 12:

Out board workers working in dry dock do not work while it is raining. They only work when there is no rain and as such the question of supplying rain coats, therefore, does not arise.

Demand No. 13:

The employers are unable to provide any house, as cost to the industry would be tremendous. This industry is going down from year to year on account of recalcitrant attitude of the workers. The demand, therefore, is rejected by the employers.

Demand No. 14:

The question of extending The Bombay Dock Labour Board Scheme rests with The Bombay Dock Labour Board and the Government and not with the employers.

Demand No. 15 & 16:

The number of workers even under the old agreement, according to the employers, are far in excess of the requirement of the job and no further concession is called for. The employers are, on the contrary, of the view that the reduction should be made in the number of workers to be supplied for these jobs so that cost structure would be brought down.

Demand No. 17:

The ship workers are supplied with gear which are in order.

**The Chipping & Painting Employers' Association Private Ltd.**

Dock Office :  
Khajur Bunder,  
Carnac Bunder, Bombay 1.  
Telephone : 26-1446

Registered Office :  
Janmabhoomi Chambers,  
Third Floor,  
Fort Street, Bombay 1.  
Telephone. 26-3899

Ref. No.

Date **19th Sept. 1964.**

659.51

- 3 -

**Demand No. 18:**

**Not acceptable. The workers are bound to finish jobs within shift period. The question of payment of time rate for unfinished job does not arise.**

**Demand No. 19:**

**The workers supplied for doing jobs in the dry dock are more than sufficient to do all types of jobs indicated. On the contrary the employers feel there is case for reduction of number of workers.**

Thanking you,

Yours faithfully,

*E. C. M. Chyngor*  
Secretary

cc to : Regional Labour Commissioner  
(Central), Bombay,

cc to : Chief Labour Commissioner,  
Ministry of Labour,  
Government of India, New Delhi.

cc to : Chairman, Bombay Dock Labour Board.

14th Sept: 1964.

To

The Conciliation Officer (Central)-I, Bombay.

Sub:- Charter of Demands.

Ref:- Your letter No. B-451(106)/64

Sir,

With reference to your above No. I beg to furnish the following information as required thereunder:-

- 1) No. of workers-
  - a) Registered workers - 1009. (705)
  - b) Casual & Temporary - 400. (164)
- 2) No. of member of Union - 869.
- 3) No. of Registration under T.U. Act, 1926. - 4671.
- 4) Date of Registration - 8th April 1964.
- 5) Statement under rule 10A is already submitted to you.

Thanking you,

Yours faithfully,

of.

*W. H. G. ...*

General Secretary.

12/9/64

No. B-451(106)/64  
To

Bombay-1, dated 5 SEP 1964

The Secretary,  
Chipping & Painting Employers' Association Pvt. Ltd.,  
Jambhoomi Chambers, Bombay-1.

Subj: - Charter of demands

Ref: The Port & Dock Worker's Union letter dated  
3-9-1964 (copy enclosed)

Dear Sir(s),

This is to inform you that I propose to hold joint discussions, ~~recurrently adjourned discussions~~ and if need be also to initiate conciliation proceedings in the above dispute. I would, therefore, be grateful if you could make it convenient to call on me on the 14th Sept., 1964 at 4.15 PM. with all materials which you consider relevant to the dispute. In case you are unable to come personally and propose to send a representative, your representative should also bring with him the necessary authority to sign a settlement in case the dispute is amicably settled. It may please be noted that if you fail to be represented at the meeting, the case may be dealt with 'ex-parte'.

It would be appreciated if your comments on the issues raised by the Union are furnished to this office with a copy to the Union, before the date of the proposed meeting as the same would facilitate prompt disposal of the case. The following particulars may also please be furnished to this office as soon as possible before the date of the proposed meetings:

- (a) No. of workmen in the concern,
- (b) No. and occupation of workmen affected by the dispute,
- (c) Whether any of the demands are covered by the provisions of any other labour legislation or Settlement or Award.

Yours faithfully,

(K. K. Sharma)  
Conciliation Officer  
(Central)-1, Bombay

Copy forwarded to the General Secretary, The Port & Dock Worker's Union, Ashok Chambers, Plot No. 56, P.D'Mello Road, Bhadoch St., Bombay-1

with a request to attend the meeting with all the necessary particulars. He may please note that if he fails to attend the meeting the case will be treated as closed. He may please furnish the following particulars to this office before the date of the proposed meeting:

- (1) No. of workmen concerned in the dispute and No. of workmen who are members of the Union,
- (2) No. & date of registration of the Union,
- (3) Statement of demands with necessary spare copies as required under Rule 10A of the Industrial Disputes (Central) Rules, 1957.

K. K. Sharma  
(K. K. Sharma)  
Conciliation Officer

boiler shoes, and silver paint, Milk and Vitamin Tablets also should be provided to them.

12) One stage workers working at Dry Dock should 3rd Sept 1964 with reinstatement at S.P.S. Kankaria.

To

13) Housing Allowance should be paid immediately. The Conciliation Officer (Central) India, Bombay.

14) Bombay Dock Labour Scheme should be immediately extended to these workers.

Sub-- Statement of matters in dispute under Rule 10A of Industrial Disputes (Central) Rules, 1947, 1957.

with the following modifications--

SIR,

We give below the statement of specified matters in dispute with the Chipping and Painting Employers' Association Pvt. Ltd.

- 1) Withdraw the notice of charge dated 31-8-64.
- 2) Continue the benefits under clauses 28 and 31 of the agreement dated 21-6-61 which are proposed to be withdrawn.
- 3) The Charge-sheets and disciplinary actions proposed to be taken against the workers since the serving of the Charge of demands on 25-7-64 should be withdrawn forthwith.
- 4) The vacancies in the Registered workers should be filled in from the casual and temporary workers, and forthwith.
- 5) Health Allowance should be given to all the workers. The rate should be Rs.25/- p.m. to each worker with effect from 1-1-1964.
- 6) Workers should be supplied with Soap and Kerosene.
- 7) Weekly off should be given.
- 8) Medical facilities should be given to all the workers and their family members. The provision of 100 cots should be made for the workers suffering from T.B. and other serious diseases. Special Medical facilities for T.B. and other serious diseased patients should be made.
- 9) Provision of Tindel should be made as per workman and the dispute in the matter should be settled in discussion.
- 10) The Ship Officers should not be allowed to interfere with work by giving any orders or otherwise.
- 11) Hand Gloves, Gas masks, goggles, should be supplied to workers doing the work in caustic wash in deep tank.

*Hygiene / Security*

A fresh copy of the charging of demands dated 25-7-64 and a copy of the notice of withdrawal of demands dated 29-8-64 pertaining to the proposed charges by the management.

It is earnestly hoped that the urgency of the matter will be seen and needed will be done immediately.

Thanking you.

*d/c*  
*M. J. J. J.*  
General Secretary

- 1) Copy of charging of demands dated 25-7-64.
- 2) Copy Notice of charge by the Employers Association dated 31-8-64.
- 3) Copy Notice of withdrawal of demands dated 29-8-64.

boiler chook, and silver paint. Milk and Vitamin Tablets also should be provided to them.

- 12) Out stage workers working at Dry Dock should be supplied with biscuits or B.P.T. Thalasia.
- 13) Housing Accomodation should be made immediately.
- 14) Bombay Dock Labour Scheme should be immediately extended to these workers.
- 15) Washing- Old agreement clause 52-part I to be continued with the following modification--

"After 175 Sq.Ft. extra workers' job would be to tighten tarappa in both sides and then they should put Guy round up. After finishing washing they will round it up and hand over to B.P.T. Paints to be supplied to workers."

- 16) In black paint over 250 ft. two additional workers should be supplied and after every 50 ft. one additional worker should be supplied. Same process should be continued in bottom and top.
- 17) The workers should be supplied with instruments which are in order.
- 18) In eight hours work if site gives remains unfinished then time rate should be given to workers.
- 19) For lifting and lowering the stages in use by workers in Washing, Catholing and Painting in Dry Dock the essential labour should be provided.

It may be noted that the charter of demands was served on the employers Association on 25-7-64. With a copy to your office you were also requested to intervene in the matter by our representation dated 19-8-64 addressed to the Regional Labour Commissioner (Central).

We hereby seek your immediate intervention in the matter under Rule 10A of I.D. Rules (Central) 1957.

It may be noted that we are ready for a Reference to adjudicate both under 10(2) and also under 10(1) failing settlement.

You are requested to take up this dispute and admit the same in conciliation immediately. It may be noted that if the conciliation proceedings commence before 21-9-1964, the status-quo will remain. Otherwise if the management rushes with the proposed changes which are highly prejudicial to us the matters are likely to be naturally precipitated.

A fresh copy of the charter of demands dated 25-7-64 and a copy of the making new notice of demands dated 2-9-64 pertaining the proposed changes by the management.

It is earnestly hoped that the urgency of the matter will be seen and needful will be done immediately.

Thanking you,

Yours faithfully,

General Secretary.

Encl- 1) Copy of charter of demands dated 25-7-64.

2) Copy Notice of charge by the Employers Association dated 31-8-64.

3) ~~Union's Notice of demands dated 2-9-64~~

Government of India  
MINISTRY OF LABOUR & EMPLOYMENT  
Office of the Regional Labour Commissioner (Central)  
Wakefield House, Sprott Road, Ballard Estate,  
P.B.No.154, Bombay-1.

No; B-451(106)/64

Dated the 13 OCT 1964

To

1. The Secretary,  
The Chipping & Painting Employers'  
Association Pvt. Ltd.,  
Jannabhoomi Chambers, Fort Street,  
Bombay-1
2. The General Secretary,  
The Port & Dock Worker's Union,  
Ashok Chambers, Plot No. 56,  
P.D'Mello Road, Shadoch Street,  
Bombay-9.

Sub:- Industrial dispute between the  
Chipping & Painting Employers'  
Association Pvt. Ltd. and their workmen  
represented by the Port & Dock  
Workers' Union, Bombay over the  
charter of demands.

Dear Sir,

I enclose herewith a formal report of  
conciliation on the above subject for your information

Yours faithfully,

*K. K. Sharma*  
(K. K. Sharma)

Conciliation Officer  
(Central)-I, Bombay

Encl: As above

Copy with enclosure forwarded to:-

1. The Secy. to the G.O.I / M/LE, New Delhi.  
(Formal report in duplicate)
2. The G.L.C.(C), New Delhi.
3. The R.L.C.(C), Bombay.

FAILURE OF CONCILIATION

REPORT UNDER SECTION 12(4) OF THE INDUSTRIAL DISPUTES ACT, 1947  
IN CONNECTION WITH THE DISPUTE BETWEEN THE CHIPPING & PAINTING  
EMPLOYERS' ASSOCIATION PRIVATE LTD AND ITS WORKMEN REPRESENTED  
BY THE PORT & DOCK WORKER'S UNION, BOMBAY OVER CHARTER OF DEMANDS.

Shri R.C.Thakore

Representing the Chipping and Painting  
Employers' Association, Pvt.Ltd.,  
Bombay.

Shri M.A.Gani

Representing the Port & Dock Worker's  
Union, Bombay.

A charter of demands on behalf of the workmen employed  
by the Chipping and Painting Employers' Association Pvt.Ltd.,  
Bombay, was served by the Port and Dock Worker's Union, Bombay.  
As these demands could not be settled mutually, the Union  
requested this office for intervention vide its letter dated  
3-9-1964. Joint discussions and conciliation proceedings were  
held in this office thereafter.

The contention of the Union as well as the management  
is given below on each demand.

DEMAND No.1 - Withdraw the notice of change dated 31-8-1964"

DEMAND NO.2 - "Continue the benefits under clauses 28 and 31  
of the agreement dated 21-6-1961 which are proposed to be withdrawn"

According to the representative of the Union these  
changes are most unfair, improper and unlawful. Once there is  
an agreement or award no change in service condition can be  
effected unilaterally even after the termination of the settlement  
or award and after notice under Section 9A of the Industrial  
Disputes Act, 1947. The representative of the Union further  
stressed that terms of contract of employment evolved by the  
agreement or award can be altered by way of a fresh agreement  
or award. In support of this view he quoted the decision of  
the Bombay High Court reported in Labour Law Journal 1957 - II  
page 256. Further he stated that as the dispute has been taken  
in conciliation from 19-9-1964, under Section 33 of the Industrial  
Disputes, Act, 1947, these changes cannot be given effect to till  
the proceedings are over. The representative of the Union stated  
that the above two demands entail no additional financial burden  
on the employers. Moreover, the report of Shri P.C.Chandhari,  
Special Officer, supports these demands at page No.214 para 10  
XVI.

The representative of the employers stated that these  
demands cannot be accepted by him. The employers are not in a  
position to bear the liabilities of the benefits conferred under  
the Agreement dated 21st June, 1961, as workers refuse to work  
when booked on vessels, threaten the ship's crew and others  
working on the vessels. The Shipping companies refuse to give  
them work because of this attitude of the workers. Therefore,  
the employers are not in a position to bear the monetary liability  
to pay Attendance Allowance and Minimum Guaranteed Wages to large  
number of workers who are rendered idle because of this attitude  
of the workers. According to him, these benefits were granted  
under the said agreement dated 21-6-1961 on the assumption that  
the workers will carry out normal work under the terms of the  
Agreement. Since the workers are not carrying out the obligations  
under the agreement, the employers, are not in a position to  
bear the burden of these benefits. He stated that the agreement  
must stand as a whole and not in parts. In support of his  
contention he produced statistics that the work has fallen down  
due to the negative and disruptive attitude of the workers and  
it is not possible for the employers to complete work in  
stipulated time. A large number of shipowners are, therefore,  
not interested in getting jobs done at this port. This has



Resulted in reduction of number of manshifts worked after the formation of the pool.

<u>Year</u>	<u>Manshifts worked</u>
1958-59	3,75,238
1959-60	3,13,710
1960-61	2,92,710
1961-62	2,81,186
1962-63	2,63,403
1963-64	2,33,000

The above figures will show that there is a continuous fall of work after the formation of the pool.

According to the representative of the employers, the Chaudhari Commission Report has not stated as made out by the Union that Attendance Allowance and Minimum Guaranteed Wages may be paid to the workers. The Union has only picked up the recommendations of the Commission's Report out of context of the whole report. The reference to Chaudhari Commission related only to Class III and IV employees of the major ports and on labour of the port authorities only. This reference was made to the Commission on the complaint of the representative Union that large number of casual and temporary workers, disproportionate to the permanent strength, were maintained by the port authorities. The Chaudhari Commission was not called upon to deal with the chipping and painting labour and, therefore, the reference to the Chaudhari Commission Report is irrelevant.

According to the representative of the employers the workers have to blame themselves for forcing the employers to terminate the benefits given under the Agreement of 1961, as they were not prepared to carry out the obligations under the same Agreement. Therefore, the demand of the Union is not acceptable to the employers.

DEMAND NO.3 - "The charge-sheets and disciplinary actions proposed to be taken against the workers since the serving of the Charter of demands on 25-7-64 should be withdrawn forthwith"

According to the representative of the Union since 25-7-1964 imbalance and disturbance in industrial relations are created due to the highly provocative and unfair labour practice of the employers. In pursuance of their motive to crush the workers' resistance, unity and their union they have opened an offensive of victimisation as a result of which charge-sheets, having absolutely no grain of truth, have been issued against all workers. It is necessary, in order to protect legitimate trade union rights and activities that all these charge-sheets should be withdrawn forthwith. According to him efficiency and discipline have nothing to do with these charge-sheets. It is pure, simple and naked victimisation. To create the necessary harmonious relationship and peace this demand is absolutely necessary.

According to the representative of the employers, the charge-sheets have been issued to the workers for disciplinary action under the Standing Orders. They cannot be withdrawn as this will affect efficiency and discipline adversely. He stated that the motive attributed by the representative of the Union to these charge-sheets is not correct. Actions are taken against workers for breach of Standing Orders only after they workers

are given full opportunity to put up their cases before the Labour Officer of the Association. Hence this demand is also not acceptable to the Association.

DEMAND NO.4 - "The vacancies in the Registered workers should be filled in from the casual and temporary workers and forthwith"

According to the representative of the Union the number and posts of registered workers have been fixed under the Agreement. There are number of vacancies, but they are kept vacant in spite of the fact that there are number of casual workers working for years with these managements. In order to have security of employment it is necessary that the casual and temporary workers are listed in these vacancies. The representative of the Union further stated that this demand is also supported by the Chaudhari Commission on page 213 para 164 (ix) (iv).

As per the statement of the representative of the employers the workers are only listed by the Bombay Dock Labour Board and such the question of filling of vacancies could only be decided by the Bombay Dock Labour Board. The employers can do nothing in this respect. Moreover, as pointed out in the comments furnished on demands Nos. 1 and 2, there is a fall in work in this port and the question of filling in vacancies does not arise. The present listed strength is not fully utilised on a number of days. If the workers performed their work as per the terms of the Agreement the need for casual workers would still be further reduced. He further stated that the Union has mis-quoted the Chaudhari Commission report. Its recommendations in respect of filling in the vacancies from among the casual workers to the permanent vacancies are

- 1) Dependent on volume of trade and its variance.
- 2) General Working Condition.
- 3) Right type of labour.

Even in recommendations it is clearly stated that casual workers must work in place of registered workers for some time and if there is any vacancies they can be filled in automatically. The filling in vacancies depend on , as stated above, on volume of work and right type of labour.

DEMAND NO.5 - "Health Allowance should be given to all the workers. The rate should be Rs.25.00 p.m. to each worker with effect from 1-1-1964"

The representative of the Union stated that the chipping and painting work is highly hazardous and dangerous to health. It is the hy-gienic necessity that while doing this type of work, better and more nutritious food is taken. In order to meet this elementary needs this allowance of Rs.25.00 per month is absolutely essential. Sickness frequency is such in this occupation. In these days of high prices and where Dearness Allowance does not take care of rise in price this allowance is fully justified. The present emoluments are too insufficient for this purpose.

The representative of the employers stated that this cannot be agreed to as the workers are provided with free medical aid at the dispensary of the Bombay Dock Labour Board. Moreover, nowhere this health allowance is granted to any type of work and therefore, the question of health allowance would not arise in the case of these workers.

DEMAND NO.6 - "Workers should be supplied with Soap and Kerosene"

According to the representative of the Union, the hands and other parts of bodies of these workers become spoiled and dirty. They cannot be cleaned and washed only with soap or Kerosene. The supply of the same is therefore essential.

The representative of the employers stated that  
.....4

soap and kerosene are given to the workers wherever necessary under the old agreement and this facility is still given to the workers.

DEMAND NO.7 - "Weekly off should be given"

According to the Union after six days continuous hard work a day of rest is absolutely essential. It is in the interest of the workers as well as in the interest of efficient and better output. All the labour Acts, such as Minimum Wages Act, Shops and Establishments Act, Factories Act, Plantation Act, Mines Act, Transport Workers' Act etc. provide for such a day of weekly off. According to the Union, it is elementary human need and this demand is supported by Chaudhari Commission at page 212 para 56,

According to the representative of the employers this demand is vague. The Union has not stated whether the weekly off should be with wages or without wages. However, at present if the work is carried out on Sundays, the workers are entitled to payment as per agreement at overtime rates. No statutory obligation is there on the employers to grant them weekly off with pay.

DEMAND NO.8 - "Medical facilities should be given to all the workers and their family members. The provision of 100 cots should be made for the workers suffering from T.B and other serious diseases. Special Medical facilities for T.B. and other serious diseased patients should be made."

As per the statement of the representative of the Union, due to hazardous, strenuous and dangerous nature of the work of Chipping and painting, the above facility is necessary. These workers are not covered by Employees' State Insurance Scheme. The workers coming under Bombay Dock Labour Board Scheme are getting this benefits. It is high time that these workers also should get this facility. In support of his statement, he mentioned the recommendation of Chaudhari Commission on page 213 para 164 (x).

As per the statement of the representative of the employers, medical facilities free of cost are given to the workers at the dispensary of Bombay Dock Labour Board. It is not possible for them to arrange for cots in hospitals for T.B. patients. Further it is not possible financially to arrange 100 cots in a hospital because cost would be prohibitive since the work is falling. There is no mention in the Chaudhari Commission recommendation on this and, therefore, the statement of the representative of the Union is not justified. The report mentions that workers shall be entitled to medical assistance and to compensation under the Workmen's Compensation Act.

DEMAND NO.9 - "Provision of Tindal should be made as workwise and the dispute in the matter should be settled in discussion."

The representative of the Union stated that at present one Tindal is provided for 16 workers. This arrangement falls too short to meet the requirements of the efficient and smooth working. As far as this demand is concerned a detailed scheme for each type of work will have to be worked out jointly by the management and the workers. ~~According to the emp~~

According to the representative of the employers this demand is vague and, therefore, it is not possible for them to give any comments on the said demand. Further it is not correct that one Tindal is given for 16 workers. These Tindals only act as supervisors and assist foremen getting the work done properly. The employers feel that the provision of tindals even under the Agreement of 1961 is too liberal and requires to be revised in such a way that a tindal should supervise a large number of workers. In this the employer is the best judge to find out how supervision is to be carried out efficiently.

DEMAND NO.10 - "The Ship Officers should not be allowed to interfere with work by giving any orders or otherwise."

As per the statement of the representative of the Union these workers are employed by the members of the Chipping and Painting Employers Association Pvt.Ltd. There are some employers who are not members of the Association. But in any case these workers are not employees of Ship Owners whose ships are painted and chipped by them. The supervision, management and execution is in the hands of the employers who employ them. But many times the Officers on ship do interfere, instruct and dabble with the work which create unhappy situations, dislocation in work. It is, therefore, necessary that the Officers on the ship should not interfere with the work carried on by these workers.

As per the statement of the representative of the employers, the Ship's Officers are in-charge of the vessels and all the jobs are carried out are under their instruction and they have every right to decide whether the jobs entrusted to the workers through the employer are carried out satisfactorily or not. Hence this demand cannot be accepted.

DEMAND NO.11 - "Hand Gloves, Gas Masks, Goggles, should be supplied to workers doing the work in caustic wash in deep tank boiler chook, and silver paint. Milk and Vitamin Tablets also should be provided to them."

The representative of the Union stated that these appliances and instruments are absolutely necessary, specially while doing the work in caustic wash in deep tank, Boiler chook and silver paint. It is also necessary to provide milk and vitamin tablets to these workers in order to strengthen the resistance of the ill effects on health likely to be caused by this work.

The representative of the employers stated that he had agreed to supply goggles to the workers working on chipping plates provided they use the goggles and maintain them and in case of loss, they make good the loss. The offer was rejected by the workers. Regarding demand for hand gloves, gas masks for caustic wash, milk and vitamin tablets, the employers are unable to accept this demand because hand-gloves and gas-masks are not required for carrying out the jobs. Since the workers are given free medical aid at the dispensary of the Bombay Dock Labour Board, the question of supplying vitamin tablets does not arise. The question of supplying milk cannot be accepted because of financial incapacity of the employers. The workers do not handle the materials with bare hands. They apply paint either with brush and caustic soda is applied by a mop tied to stick. No chemical hazard/involvement in their work.

DEMAND NO.12 - " Out stage workers working at Dry Dock should be supplied with Raincoats as B.P.T.Khalasis."

As per the statement of the representative of the Union that the supply of rain coats is very essential to these workers, as Bombay Port Trust provides such rain-coats to its Khalasis.

The representative of the employers stated that out board workers working in dry dock do not work while it is raining. They only work when there is no rain and as such the question of supplying rain coats, does not arise. Further he did not agree with the contention of the Union that just because Bombay Port Trust Khalasis are given such coats, he should also give such coats to his workers. According to him the Bombay Port Trust Khalasis work even while it is raining heavily, whereas these workers do not work. Further all piece-rated jobs on outside hull the agreement provides payment of detention to the workers when the work is held up due to rain.

This clearly shows that the workers do not want to work while it is raining.

DEMAND NO.13 - "Housing Accommodation should be made immediately"

The representative of the Union stated that the acuteness of housing problem is too well-known in Bombay. An assured good house to live in is a great asset for normal and good working. Shelter is one of the most elementary basic human needs. He insisted that all the workers should be provided with suitable residential quarters.

The representative of the employers stated that he is unable to provide any house, as cost to the industry would be tremendous. This industry is going down from year to year on account of recalcitrant attitude of the workers. Even the best placed industries and the Government are not in a position to provide houses to a large number of their workers. Hence the demand cannot be agreed to.

DEMAND NO.14 - "Bombay Dock Labour Scheme should be immediately EXTENDED TO THOSE WORKERS."

According to the representative of the Union the workers who are not under the Bombay Dock Labour Scheme are always neglected, sweated and exploited like contract labour. It is always desirable and necessary to have parity and uniformity in the terms and conditions of service at the Dock workers working at least in the same port. It is, therefore, high time that the Bombay Dock Labour Scheme should be extended to all these workers forthwith. The Employers' Association should give all the benefits and facilities and fringe benefits to all these workers.

The representative of the employers stated that the question of extending the Bombay Dock Labour Board Scheme rests with the Bombay Dock Labour Board and the Government and not with the employers. It may be pointed out that large number of other workers are working in the port who are outside the purview of any Scheme and Dock Workers (Regulation of Employment) Act. The Government had gone into this demand of the Union as far as back in 1955-56 and the only recommendation was for listing of the workers and employers under the Bombay Dock Labour Board without granting any benefits to the workers.

DEMAND NO.15 - "Washing - Old agreement clause 52 Part I to be continued with the following modification --"

"After 175 Sqr.Ft. extra workers' job would be to tighten tarappa in both sides and then they should put Guy round up. After finishing washing they will round it up and hand over to B.P.T. Paints to be supplied to workers."

The representative of the Union wanted improvement in Clause 52 of the agreement which is given as follows:-

"52. Scales of workers for washing and cleaning in Dry Dock"

The total number of workers to be employed by the employers for cleaning and washing the outside hull from the deep lead line to keel in dry dock shall be in accordance with the following scales.

For the ships including barges, tugs and launches, of overall length upto 100 ft. .. 8 plus 1 tindel in all

- From 101 to 175 ft.... 16 plus 1 tindel in all
- " 176 to 250 ft. .. 24 plus 2 tindels in all
- " 251 to 325 ft. ...32 plus 2 tindels in all
- " 326 to 400 ft. .. 40 plus 2 tindels in all
- " 401 to 475 ft. .. 48 plus 2 tindels in all
- " 476 to 550 ft. .. 56 plus 2 tindels in all

. ....7

For every additional length of 75 ft. 8 men will be employed in all i.e. one additional raft or tarappa on each side. One raft or tarappa will consist of four men.

The above clause should be improved as per the demand. This improvement has been found necessary and essential after experimenting the present condition for a long time. In the interest of proper, efficient and smooth working this improvement in the present arrangement is absolutely necessary. The workers find it very difficult and hard to carry on with the present condition. This will result in speeding up the work also.

The representative of the employers stated that the number of workers even under the old agreement is far in excess of the requirement of the job and no further concession is called for. The employers are, on the contrary, of the view the reduction should be made in the number of workers to be supplied for these jobs so that cost structure would be brought down. Further the number of workers provided for washing vessels in dry dock on basis of length of the vessel was laid down after careful examination of the jobs to be carried out and this has been the practice right from 1949 onward and workers have never found any difficulty and carried out job. It has been the experience of the employers that this job of washing of vessel is completed within 5 hours' time with the strength of the workers that is laid down in the agreement. As it is the full complement of workers, as per the agreement, are never found working and always some workers keep away from work and lesser number of workers complete the job in about 5 hours' time.

DEMAND NO.16 - "In black paint over 250 ft. two additional workers should be supplied and after every 50 ft. one additional worker should be supplied. Same process should be continued in bottom and top"

The representative of the Union stated that after doing the work in black paint upto 250 ft. it is not possible to work further without any extra assistance. Additional assistance and help is asked for in this demand. This will promote good and efficient work, besides it will speed up the work.

According to the representative of the employers it is not correct that even after applying 250 ft. of black paint the workers cannot carry out further work. The workers, as supplied under the Agreement of 1961 finish the job within 3 to 4 hours time. Prior to the pool only one tindel was supervising the job while at present 2 tindels are employed to supervise this job. Even then the work carried out by these workers is of very slip-shod nature and they want to leave the place of work within shortest period after commencing work. The number of tindels should be reduced to the position before formation of the pool.

DEMAND NO.17 - "The workers should be supplied with instruments which are in order"

The representative of the Union informed that the regular supply of instruments in good condition is absolutely necessary. The condition of the instruments affects the quality and speed of work. It affects the enthusiasm and mood of the workers also.

The representative of the employers stated that the workers are supplied with proper gears required for carrying out the jobs. This complaint is baseless. The employers had made an offer to supply gears to the workers and told them to maintain the gears properly. They were prepared to give reasonable amount for maintenance of the gears. The offer was, however, rejected by the workers. Whenever the workers do not want to work they find fault with the tools.

DEMAND NO. 18 - "In eight hours work if site given remains unfinished then time rate should be given to workers"

The representative of the workmen stated that the minimum fall back time rate is asked for by this demand. Sometimes even after working for eight hours the work on hand remains unfinished due to various reasons for which the worker is not at all responsible. Under the circumstances it is quite fair and proper that he should get at least minimum time rate fixed under the Agreement.

According to the representative of the employers the workers are bound to finish jobs within shift periods. The question of payment of time rate for unfinished job does not arise. The Piece-rate jobs and the manning jobs have been laid down after careful consideration and after long and protracted discussions with the Union representatives. Under this system if the workers so desire they can earn more. This was one kind of incentive to the workers. All the jobs laid down in the manning are, as per the experience of the employers, completed within 3 to 4 hours time. It will not be out of place to mention that nearly 60% of the workers leave the work-place before the lunch break in every shift and the question of hardship to the workers is, therefore, imaginary. The question of giving them minimum wage cannot be accepted as the piece-rate and manning scheme were introduced to remove the complaint of the employers of the go-slow tactics of the workers.

DEMAND NO. 19 - "For lifting and lowering the stages in use by workers in Washing, Gathaling and Painting in Dry Dock the essential labour should be provided"

The above demand, according to the representative of the Union, has been made after experiencing difficulties in the present system. This will ensure better out-put, efficiency, speed and smoothness in working.

As per the statement of the employers representative the workers supplied for doing jobs in the dry dock are more than sufficient to do all types of jobs indicated. The employers feel there is case for reduction of number of workers. For painting a vessel stagemen are employed for lowering the stages. The number of workers for painting a vessel in dry dock are laid down after considering that they have to tie guy rope and this is the job of only 5 to 10 minutes. Therefore, additional man for tying guy rope is out of question and the demand cannot be accepted. No stages are required for washing bottom in dry dock and the workers have to tie guy rope on vessel and this job does not require much time or labour. This is being done for last many years by the complement of workers laid down in the agreement and the work is completed within 5 to 6 hours and, therefore, the question of additional man for this job cannot be accepted.

Conciliation proceedings ended in failure on 6-10-1964. Thereafter, the parties to the dispute were asked whether they would like to resolve this dispute through arbitration under the Code of Discipline or under Section 10A of the Industrial Disputes Act, 1947. While the proposal was acceptable to the representative of the Union, the representative of the management did not agree to it.

Bombay  
6-10-1964

*K. K. Sharma*  
(K. K. Sharma)  
Conciliation Officer  
(Central)-I, Bombay

THE PORT & DOCK WORKERS' UNION - BOMBAY

Ashok Chambers, Plot No. 56  
2643 28/10/64 P. D'Mello Road, Bhadoch St.,  
Bombay-9.

25th October, 1964.

To, The General Secretary,  
Port, Dock & Waterfront Workers' Federation of India  
'Shaghat House' 1/73, Broadway,  
MADRAS - 1.

Dear Comrade,

I am writing this letter urgently and under the following circumstances. I hope that you will treat this urgent and give us guidance and necessary help.

You may be aware that workers the Chipping & Painting section of the Bombay Dock have joined our Union since July 1964. We have filed their case of various demands with the conciliation office and we have been informed by the Ministry of Labour, Government of India that the conciliation officer has forwarded his report in the matter of their demands and they are considering the same.

You are aware that the Chipping & Painting section is one of the important section of the Bombay Dock and workers of this section has played very important role in the trade union movement in the Bombay Dock. The Transport & Dock Workers Union which is the recognised by Port authorities was regarding the workers of this section as their back bone. But their leaders Shri S.A. Kulkarni and Shri Kotwal had neglected these workers for the last 7 years and were feeling them. After we formed the Action Committee in the Bombay Dock and our and present Union we had taken their issues and now about 1200 members workers out of are our Union. On the 3rd instant, we had taken Public Meeting in front our union office when nearly 10 to 15 thousand dock workers attended Com. Dango and Com. Jana Patil addressed this meeting.

After the Public Meeting, the leaders of the Transport & Dock Workers Union started extensive propoganda against our union. In all their meetings, they attacked our union and the speech of Com. Dango in the above mentioned Public meeting. They tell the workers that our Union is that of communists, we have no respect for their late leader Shri P. D'Mello etc. They had organised a procession on the 12th inst.



but it was a great failure. There after they bribed our two managing committee members and have set them against our Union.

After the receipt the letter dated 19-10-64 from the Ministry of Labour in the conciliation matter of the Chipping and Painting workers, the secretary of the Chipping & Painting Employers' Association put a Notice on the 22nd instant, that they would not give in future 15 days guarantee of work and attendance allowance which were previously agreed. When we came to know of it we have given call of indefinite strike from 23rd October 1964 which was a complete success. The Transport & Dock Workers' Union's men tried their best to break the strike but as they were completely isolated and exposed. Today is the 3rd day of strike completely success. ~~There is great tension in the Bombay Dock and we are unable to say what turn the strike would take tomorrow. Gen. Dange is out of India and there is no local leader who will give us proper and correct lead.~~

Under these circumstances, I am requesting you to write to Government of India in the strike matter and request them to ~~the~~ intervene. It will be also great help to us if Gen. S.K. Iyyengar/ come to Bombay immediately. Please also sent us report of pay & scale, working hours and other service conditions of Chipping & painting workers in other docks, and our strength and working among the dock workers in other docks. Please also do possible to help our strike in any other as you may feel deem and proper.

and com.  
Indrajit  
Supta

With revolutionary greetings,  
Thanking you,

Yours sincerely,

*Atmail*  
*(Sayed Idris)*

Member of Working Committee,

Port, Dock & Waterfront Workers' Federation

Copy to

~~President, Idris Jafar Yaqub~~ Port & Dock Water Front  
Water Front Federation of India, Port & Dock Water Front  
To The Secretary

~~Maxima Yaqub Port, Secretary Calcutta Port & Dock Workers Union~~

To The Secretary Visakhapatnam Harbour & Port Workers Union,  
To The Secretary Kandla Port & Dock Workers Union

A

TRUE COPY.

Copy of letter No. B. 102(155)/64 dated the 25th Oct. 1964 addressed to The Secretary, The Chipping and Painting Employees' Association, Jannabhoomi Chambers, Bombay 1.

From: The Regional Labour Commissioner (Central) Bombay.  
Wakefield House, Sprott Road, Ballard Estate, Bombay.

Subject: Strike by Chipping & Painting Workmen.

Dear Sir,

Please refer to your circular dated 21st October, 1964 and the letter dated 22nd October, 1964 addressed to you by the Port and Dock Workers' Union, Bombay. It is observed that as you have effected the change in service conditions without even awaiting the decision of the Government on the report of Conciliation Officer (Central)-- I, Bombay on the failure of conciliation, the workers have resorted to strike in protest. In order to restore industrial peace I request you to maintain status quo till the Government takes decision on the conciliation report. I hope the Union will call off the strike if you withdraw the change effected from today.

Yours faithfully,

sd/-

Regional Labour Commissioner,  
(Central) Bombay.

Copy to the General Secretary, Port and Dock Workers' Union, Ashok Chambers, Plot No. 56, P. D'mollo Road, Shroach Street, Bombay 9, with a request to call off the strike and follow other constitutional avenues to settle the dispute.

12B/23.1.64.

R.L.C. (C) Bombay.

Telephone : { Off. 261981  
Res. 86004

Telegrams : "RELABCOM"

Immediate  
GOVERNMENT OF INDIA  
MINISTRY OF LABOUR & EMPLOYMENT.  
OFFICE OF THE REGIONAL LABOUR COMMISSIONER (CENTRAL),  
WAKEFIELD HOUSE, SPROTT ROAD, BALLARD ESTATE  
(P. O. Box No. 134).

28 OCT 1964

No. B- 102(155)/64

Bombay, the ..... 196

KARTIKA 1886 SE

To

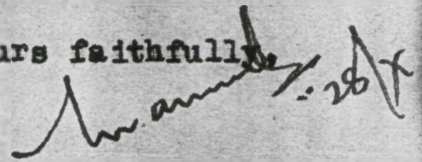
The General Secretary,  
Port & Dock Workers' Union,  
Ashok Chambers, Plot No.56,  
P.D'melle Road, Bhanooch Street,  
Bombay-9.

Subject:- Strike by the Chipping & Painting  
workers.

Dear Sir,

Please refer to this office letter of even No. dated 23.10.64 and our personal discussions from time to time. While the employers have been requested to withdraw the changes immediately, I again urge upon you to call off the strike unconditionally with a view to restore industrial peace and foster better employer-employee relationship. You will appreciate that any strike during the present emergency is undesirable and is not in keeping with the spirit of the Code of Discipline and Industrial Truce Resolution.

Yours faithfully,



Regional Labour Commissioner(C),  
Bombay.

KAM.28.10.1964.

ANNEXURE A

Copy of letter No.B 102(155)/64 dated the 25th Oct. 1964 addressed to the Secretary, The Chipping and Painting Employees' Association, Jambhumi Chambers, Bombay-1.

From The Regional Labour Commissioner (C),  
Wakefield House, Sprott Road, Ballard Estate,  
Bombay.

Subj- Strike by Chipping & Painting Workers.

Dear Sir,

Please refer to your circular dated 21st October, 1964 and the letter dated 22nd October, 1964 addressed to you by the Port and Dock Workers' Union, Bombay. It is observed that as you have effected the change in service conditions without even awaiting the decision of the Government on the report of Conciliation Officer (Central) - I, Bombay on the failure of conciliation, the workers have resorted to strike in protest. In order to restore industrial peace I request you to maintain status quo till the Govt. takes decision on the conciliation report. I hope the Union will call off the strike if you withdraw the change effected from today.

Yours faithfully,

sd/-

Regional Labour Commissioner,  
(Central) Bombay.

Copy to the General Secretary, Port & Dock Workers' Union, Ashoka Chambers, P.D'Nello Road, Bombay with a request to call off the strike and follow other constitutional avenues to settle the dispute.

R.L.C.(C) Bombay.

ANNEXURE B

IMMEDIATE

No. B-102(153)/64

28 October 1964

To,

The General Secretary,  
Port & Dock Workers' Union,  
Ashok Chambers, Plot No. 56,  
P. D'Mello Road, Bharoch Street,  
Bombay-9.

Sub: Strike by the Chipping & Painting workers.

Dear Sir,

Please refer to this office letter of even No. dated 23.10.64 and our personal discussions from time to time. While the employers have been requested to withdraw the changes immediately, I again urge upon you to call off the strike unconditionally with a view to restore industrial peace and foster better employer-employee relationship. You will appreciate that any strike during the present emergency is undesirable and is not in keeping with the spirit of the Code of Discipline and Industrial Truce Resolution.

Yours faithfully,

sd/-

Regional Labour Commissioner (C),  
Bombay.

# अखिल भारतीय ट्रेड यूनियन काँग्रेस

## ALL-INDIA TRADE UNION CONGRESS

Rani Jhansi Road, New Delhi 1

President: S. S. MIRAJKAR  
General Secretary: S. A. DANGE

13 Nov 64

### Re. Strike of Chipping & Painting Workers in Bombay Port from October 23, 1964

1. About 1200 chipping and painting workers have been listed under the Unregistered Dock Workers (Regulation of Employment) Scheme, 1957. An agreement relating to conditions of work of these workers was signed between the Chipping and Painting Employers' Association Pvt. Ltd., Bombay and the Transport and Dock Workers Union in 1961. The employers terminated this agreement by a notice of two months, on December 31, 1963.
2. The Port and Dock Workers' Union, Bombay, had been taking up the case of the chipping and painting workers and a charter of demands was submitted. Conciliation talks were held on the charter of demands but no settlement could be reached.
3. During the period when conciliation proceedings were going on, the employers wanted to withdraw certain existing privileges and a notice was issued on August 31, 1964. This was held over under advice of the central labour relations machinery.
4. On October 22, with only 12 hours notice, the employers announced that attendance money and the guaranteed minimum wages as were provided under the earlier agreement would be withdrawn. Protesting against the withdrawal of these facilities which were for long a condition of service, the workers ~~ix~~ struck work on October 23.
5. It may be stated that the registered dock workers get an attendance money at the rate of Rs.1.50 and they are entitled to guaranteed minimum wages of 21 days in the month. In the case of chipping and painting workers, the attendance money was only Re.1 per day and the minimum guaranteed wage only for 12 days. This was itself a gross discrimination to the chipping and painting workers who perform a very strategic role in port operations, especially in the movement of ships. Now, not only are they discriminated, but the entire provision relating to attendance money and guaranteed wage has been withdrawn.

D.O. No. 172/K/64  
21 November 1964

Dear Dr. Seth,

Further to my interview with you on 20th Nov. 64 regarding the strike of Chipping and Painting Workers of Bombay. I am enclosing herewith a note which will give you the details of the case in proper perspective and help your review, as promised.

The just strike of workers is continuing and I am sure your Ministry will do every thing to intervene in favour of the workers and thus bring to an end the stoppage of work by putting pressure on the employers to withdraw the changes that they are affecting in the service conditions of the workers.

With regards,

Yours sincerely,

*K.C.*

(K.C. Srivastava)

Encl:

To,

Dr. B.R. Seth,  
Deputy Secretary,  
Ministry of Labour & Employment,  
Govt. of India,  
New Delhi.

*copy to*

*1) union*

*2) ~~MTU~~*

*for information*

# The Port & Dock Worker's Union - Bombay

to Port, Dock & Water Front  
Federation of India.  
Trade Union Congress

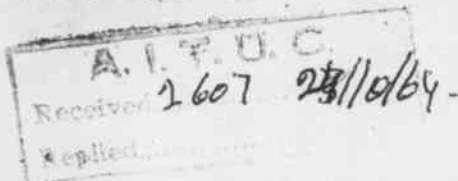
Regd. No. 4671

Ashok Chambers, Plot No. 5  
P. D'Mello Road, Bhadoch Street  
BOMBAY - 9.



Date 22nd October, 1964.

No. \_\_\_\_\_



To The Secretary,  
The Chipping & Painting Employers' Association Pvt. Ltd.,  
Bombay.

Sir,

With reference to your notice displayed on notice board to introduce to changes regarding guaranteed minimum wages and attendance money I beg to state as under:-

Please take notice that if you introduce these illegal and unjustified changes all your workers will strike work from 12 mid-night between 22nd & 23rd October, 1964 till the changes are withdrawn, the entire responsibility of which with yours.

Yours faithfully,

*[Signature]*  
General secretary.

Copy to:-

- 1) Shri D. Sanjivayya Minister for Labour, Government of India, Union, New Delhi.
- 2) The conciliation Officer, (Central)-I, Bombay.
- 3) The General secretary, The Port, Dock and Water front workers Federation, Madras.
- 4) The President, Port, Dock & Water front Workers' Federation.
- 5) The General secretary, All India Trade Union Congress.

X  
De  
M/A





INDIAN POSTS AND



TELEGRAPHS DEPARTMENT

Class Prefix } 0

Code

2220

No.

Office-stamp  
28 OCT 1954  
BOMBAY

54C

Recd. from

AM  
[Signature]

Sent at

H.

M.

By

To

By

2220 DR

Handed in at (Office of Origin)

Date

Hour

Minute

Service Instructions

Words

[T-30-5/53]

TO

110 Bombay Vg Ramghans Rd

Recd. here at

17 H.

30 M.

Satish Jakti cong NIDE

Bombay authorities awaiting delhi instructions p<sup>er</sup> sue

chipping painting dispute with labour ministry also

RLC letter follows Imam

[GIPAH.—1356—17-12-63—2,59,600 Bks.]

27086

C. No. ....



Date Stamp

1426

Time of { Booking \_\_\_\_\_  
          { Receipt \_\_\_\_\_  
From \_\_\_\_\_  
By \_\_\_\_\_

*MS*

INDIAN POSTS AND TELEGRAPHS DEPARTMENT

TELEGRAM

K G AITUCONG NEW DELHI 1 =

Address

2849 25/11/64

AITUCONG  
ALL INDIA TRADE UNION CONGRESS  
5, JHANDEWALA, (2nd FLOOR)  
RANI JHANSI ROAD,  
NEW DELHI.

FIRST FOLD

X 13+ 1245 13 BOMBAY VG 22 27

== NO NEWS FROM BALANI RELY ON S SUPREME COURT DECISION ALSO PAGE

19 L L G VOL 1/1964 = IMAM =

*7*  
*kg*  
*1/11/64*

The sequence of entries at the beginning of this telegram is—class of telegram, time handed in, serial number, office of origin, date, service instructions (if any) and number of words.

This form must accompany any enquiry respecting this telegram.

MGIP Sant.—48 P&T (DGPT-64)—10-9-64—10,000 Bks.

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1208

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C

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 To \_\_\_\_\_  
 By \_\_\_\_\_ By \_\_\_\_\_



Handed in at (Office of Origin)

Date

Hour

Minute

Service Instructions

[T-30-5/3]

TO 0 1335 AB 237 BOMBAY 19-27 H. \_\_\_\_\_ M. \_\_\_\_\_

IMAMSAB CARE ALL INDIA TRADS UNION CONGRESS

JHANDEWALON RANI JHANSI ROAD NEW DELHI =

DO YOUR WORK PEACEFULLY DONT WORRY STRIKE CONTINUED

SUCCESSFULLY = GANI GOMALIAS SECRETARY =

MGIPAh.—[356—[7-12-63—2,59,60

*Handwritten marks and initials*

30

~~XXXXXX~~

By Phonogram

28/11/64

SYED IMAM

PORT AND DOCK WORKERS UNION

ASHOK CHAMBERS PLOT NO 56

P DEMELLO ROAD BHADOCH STREET

BOMBAY 9

CASE STILL UNDER EXAMINATION STOP LETTER FOLLOWS

AITUCONG

EXPRESS

321

5787-

By Phanooram

30/1/64

SAYYAD IMAM

POST & DOCK WORKERS UNION

ASHOK CHAMBERS BHARUCH STREET

P D'AMELLO ROAD BOMBAY 9

MINISTRY INFORMS CASE STILL UNDER EXAMINATION (STOP) LIKELY TO BE DECIDED  
THIS WEEK END (STOP) MEMBER PARLIAMENT SUGGESTING WITHDRAWAL OF STRIKE  
AND ASSURING FIGHTING WORKERS GRIEVANCES

ATIUCONG

EXPRESS

IMAM  
PORT & DOCK WORKERS UNION  
ASHOK CHAMBERS BHARUCH STREET  
P D MELLO ROAD BOMBAY 9

7 PARLIAMENT MEMBERS VARIOUS PARTIES URGE WITHDRAWAL  
OF STRIKE (STOP) ASSURE FULL SUPPORT AND FIGHT THEIR  
CAUSE (STOP) PRESS STATEMENT RELEASED COPY FOLLOWS

AITUCONG

---

2 December 1964

Copy by post in confirmation of the above telegram  
is sent herewith along with copy of the press release,  
for information and necessary action.

With greetings,

Yours fraternally,

सि.ब.

for Secretary

Encl:



INDIAN POSTS AND



TELEGRAPHS DEPARTMENT

Class Prefix X Code 1220

No. 55 **C**

Recd. from 56  
By gmm

Sent at A. I. T. U. C. M.  
To Received 29.7.1964  
By Replied



TT-50-5159

Handed in at (Office of Origin)  
n 227 Bombay J  
TO Attu Long

Date 1 Hour 12 Minute 20

Service Instructions  
Words  
Recd. here at H. M.

MCIFPAH... 2355-13-2-63-2,58,000 Iss.

Chipping painting strike with drawn Press  
demands = Swan



INDIAN POSTS AND



TELEGRAPHS DEPARTMENT

2464 21/2/63

Class Prefix } Code 10-05 No. 2

Recd. from Sent at H. M. Office-stamp

By To By

Handed in at (Office of Origin) Date Hour Minute Service Instructions

TO 30 Sambay Vg  
Aituncang JVD  
Recd. here at 19/1

After withdrawal all chipping painting strikers refused work vitna lock out - in am

[T-30-5/53]

MG/PAh.-1356-17-12-63-2,59,600 Bks.



NoteOn Chipping & Painting Workers, Bombay

- 1) 1200 Chipping & Painting Workers have been listed under the Unregistered Dock Workers Regulations & Employment Scheme 1957. An agreement relating to the conditions of these workers was signed between the Chipping & Painting Employers Association Private Ltd., Bombay and the Transport & Dock Workers Union in 1962.
- 2) The employers gave the notice of termination of this agreement on 31st December, 1963.
- 3) There were complaints about the work not being done by the workers on behalf of the employers and similarly counter complaints by the workers against the employers specially their harassing attitude.
- 4) The Port & Dock Workers' Union, Bombay presented a Charter of Demand to the Employers.
- 5) Demand No. 1 was regarding withdrawal of the notice of changes dated 31.8.64 and continue the benefits of attendance pay and fall back or guaranteed wages as stipulated in clauses 21 & 31 of the agreement dated 21.6.1961.
- 6) The conciliation started on 25th July and more or less the same has been normal since then. The discontented workers were pursued to follow the constitutional methods of redressing their grievances through Conciliation, Arbitration and Adjudication.
- 7) Though the employers had given notice of termination of agreement on 31.12.63 the above two benefits were continued to be given to the workers.
- 8) Failure Report by the Conciliation Officer was sent to the Chief Labour Commissioner, Government of India vide letter No. B/45/(106)/64 dt. 13.10.62. The same was acknowledged by the Ministry vide their letter No.28/104/64/LR IV. dt.19.10/64.
- 9) The employers suddenly on 22.10.64 with the notice of barely twelve hours withdrew attendance pay and guaranteed wages which the workers were enjoying hither to.
- 10) Against this sudden illegal attack workers had no other course but to stop work. Their existing right and privileges were withdrawn when the whole issue was before the Ministry of Employment under consideration about the next step after the conciliation proceedings had failed.
- 11) During conciliation proceedings the union had submitted its case regarding these two points in the following manner.
  - (a) Demand Nos. 1 and 2:
    - i) Withdraw the notice of change dated 31.8.64
    - ii) Continue the benefits under clauses 28 and 31 of the agreement dated 21.6.61 which are proposed to be withdrawn.

To add oil to the fuel the Employers have given a notice of change, a copy of which is already forwarded to you. These changes are most unfair, improper and unlawful. Once ~~through~~ there is an agreement or award no change in service conditions can be effected unilaterally even after the termination of Award or settlement and after notice under Section 9A of Industrial Disputes Act, 1947. The terms of contract of employment evolved by the agreement or award can be altered by way of a fresh agreement or award. For this legal position we rely on the decision of the Bombay High Court reported in Labour Law N Journal 1957 - II p.256. It is thus observed,

"Even after the Award is determined in the manner provided by Sub-section 6. The obligations created by the award can in our judgement be altered by a fresh contract on a fresh adjudication under the Industrial Disputes Act and not otherwise".

There are numerous such judgements. But we do not mention all of them here.

Apart from this legal position now that the dispute is admitted in conciliation from 19.9.1964 under Section 33 of the Industrial Disputes Act, 1947, these changes cannot be introduced:

Apart from this legal aspect even from fairness and propriety point of view it is most unjustifiable to withdraw these conditions of service which were prevailing under the agreement and which are enjoyed by the thousands of dock workers working side by side with these workers. It would create anomalous position and discrimination. Hence these two are perfectly justified. They entail no additional financial burden on the employers. Chaudhari

Commission support these demands (p.214 para 16, XVI)

The present conditions of service that are sought to be withdrawn and discontinued from 21.9.1964 are as follows:

28 ATTENDANCE ALLOWANCE :

Subject to other provisions of this Agreement if a worker is available for work and attends at Call Stand for the shift to which he is allotted by the Association under clause 19(1) or for any other shift for which he is specially asked to attend by the Association but for whom no work is found for the shift he shall be paid attendance allowance at the rate of Re.1/- (Rupee one only) per shift for the shifts on which during a calendar month he attended for work at the Call Stand of the Association, as directed by the Association as aforesaid but no work could be found for him for the shifts.

Provided that a worker shall not be entitled to attendance allowance,

(a) for any shift for which full wages have been paid to him under clause 31 (Guaranteed Minimum Wages) or otherwise, or for which disappointment money is paid under clause 30.

(b) for attendance in any shift if after such attendance he does not remain at the Call Stand for a period not exceeding one hour from the time of reporting".

31 GUARANTEED MINIMUM WAGES :

(1) Subject to sub-clause (2) and (3) of this clause each worker shall be paid appropriate rate of wages of the class to which he belongs as set out in Schedule II attached herewith for at least 12 days in a month even though no work is found for him for the minimum number of 12 days in a month. The days for which the work is allotted to the worker shall be counted towards the 12 days mentioned above.

(2) If any worker is employed for more than one shift in a day all the shifts be so worked in the day for which he gets work shall be counted towards the 12 days mentioned in sub-clause (1).

(3) The Guaranteed Minimum Wages in a month shall be,  
a) for a number of days for which wages are guaranteed in a month provided the worker attended for work on all the days of the month as directed by the Association under sub clause (1) of Clause 19.

b) proportionate to the number of days on which a worker attended for work in a month provided he was excused from attendance for all the remaining days of the month. A worker failing to have his absence excused shall forfeit the rights of minimum guarantee under this clause for that month.

12) After the strike had commenced the R.L.C. Bombay had written to the Employer's organisation vide his letter No.B 102(155)/64 dt. 25.10.64 asking the employers to withdraw the changes in the service conditions without

without even awaiting the decisions of the Government on the report of the Conciliation Officer.

Again on 28.10.64 the R.L.C. had written to the union that the Employers had been requested to withdraw the changes immediately.

These two letters are enclosed herewith as ~~an~~ annexure A & B.

13) From the foregoing paragraphs it is very clear specially when the spirit of the Bombay High Court decisions reported in the L L J 1957 -II p. 256 and similar judgements are kept in view that the action of the Employers in effecting changes in the service conditions unilaterally is illegal and against the Code of Discipline and Industrial Truce Resolution.

Secondly they have not responded so far to the efforts of the R.L.C. Bombay to withdraw these changes.

14) The fact that a Commission with Mr. Balani has been appointed to go through the general issues of service conditions of Chipping and Painting Workers in major ports of the country, is a further point that till the report of Mr. Balani is received the employers should not be allowed to change the service conditions of these workers which affect them adversely. To maintain status quo till the enquiry is going on is a normal practice. In this case though technically notice for termination for the agreement was given on 31.12.63 these concessions were availed of by the workers till 22.10.64 i.e. the date after Mr. Balani's Commission was set up. What prompted the employers accept malafied intentions to withdraw these benefits on 22.10.64?

15) The strike of the workers is just one. The union has agreed for arbitration on all their issues while the employers had refused. That will show the reasonableness on the part of the union and unreasonableness on the part of the employers.

.....

extra

We have learnt with concern that nearly 1200 workers engaged in chipping and painting jobs under contractors in Bombay Port have been on strike from October 23, protesting against the unilateral withdrawal of attendance money and minimum guaranteed wage. These two benefits were part of a bipartite settlement which the employers have terminated most arbitrarily.

Such actions by employers, provoking industrial unrest, are all the more reprehensible when these would affect the smooth working of our ports, facilitating trade and commerce.

We feel that the workers have already protested strongly against the unilateral action by the employers through the withdrawal of labour for so long. Since the dispute has since been raised actively with the Government of India and we would also be taking up the case and pursuing it to get justice done for the chipping and painting workers in this instance, we would stringly urge the workers not to continue the protest action on the specific questions of dispute. We assure the chipping and /painting workers of Bombay our full support for their legitimate demands and would appeal to them to review their action and restore conditions of normalcy and facilitate a negotiated settlement of the disputes.

(S.M. Banerjee)

(H.N. Mukerjee)

(K. Anandan Nambiar)

(Kashi Ram Gupta)

(R.S. Yadav)

and others.

# The Port & Dock Worker's Union - Bombay <sup>extra</sup>

Affiliated to Port, Dock & Water Front  
Workers' Federation of India.

All India Trade Union Congress

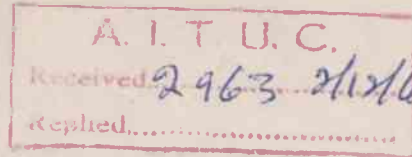
Regd. No. 4671



Ashok Chambers, Plot No. 56,  
P. D'Mello Road, Bhadoch Street,  
BOMBAY - 9.

Ref. No. \_\_\_\_\_

Date 1st December 1964.



To

The Secretary,  
The Chipping & Painting Employers' Association (P) Ltd.,  
Nagindas Chambers,  
BOMBAY 1.

Dear Sir,

On Central Labour Minister's assurance that the decision on our demands will be reconsidered we are hereby withdrawing our strike from to-day.

It is hoped there will be normal resumption of work from tomorrow i.e. 2-12-64.

Yours faithfully,

*For. Usmanid*  
1/12/64.  
General Secretary.