CHAPTER - III
EXISTING MACHINERY FOR PREVENTING INDUSTRIAL DISPUTES IN CACHAR PAPER MILL

The issues to be addressed in this chapter include:

3.1. Bi and Tri partite forums.
  3.1.1 Bi-Partite Forums;
    3.1.1.1. Works Committee,
    3.1.1.2. Canteen Committee,
    3.1.1.3. Safety Committee, &
    3.1.1.4. Shop Floor Councils.
  3.1.2. Tri-partite Forum;
  3.1.2. Wage Settlement Procedure.

3.2. Standing Orders.
  3.2.1 Codes of Conduct,
  3.2.2 Codes of Discipline,
  3.2.3 Security of Service and Service Conditions,
  3.2.4 Other Related Matters.

3.3. Provisions with regard to formation and also recognition of Trade Unions.
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  3.3.2 Application of Registration,
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CHAPTER - III

EXISTING MACHINERY FOR PREVENTING INDUSTRIAL DISPUTES IN CACHAR PAPER MILL

To fulfil the first objective of the study i.e. to identify the main features of the Industrial Disputes Preventing Machinery working in Cachar Paper Mill, the main dependence was made on the management of Cachar Paper Mill. However, most of the informations provided by the management of Cachar Paper Mill were tried to be cross checked with the help of trade union leaders during personal discussions with them. The informations provided by the management were in the form of published, cyclostyled and typed material. However, some relevant informations were had only through personal discussions with the executives mainly for the reason that such informations were a part of the office record with a single copy.

After completing the task of gathering the informations it was found that the Machinery for Preventing Industrial Disputes in Cachar Paper Mill contained in it the following components:

1. Bi and Tri-Partite Forums.
   i. Bi-Partite Forums:
      Workers Committee,
      Canteen Committee,
      Safety Committee, &
      Shop Floor Councils.
   ii. Tri-Partite Forum:
      Wage Settlement Procedure.

2. Standing Orders with regard to
   Codes of Conduct,
   Codes of Discipline,
Security of Service and Service Conditions,
Other related matters.

3. Provisions with regard to formation and also recognition of Trade Unions.

   (Both Statutory and Voluntary)

5. Counselling to Workers on matters like
   (i) maintenance of better industrial relations in general, and
   (ii) prolonged and Unauthorised absenteeism,
   (iii) awareness about various rules and regulations of Cachar Paper Mill.
   (iv) relations with officers, subordinates and peers, and
   (v) even the personal problems capable of affecting employment life, in particular.


3.1. BI AND TRI-PARTITE FORUMS

3.1.1. Bi-Partite Forums

The Bi-Partite consultative machinery comprises in it two important constituents, viz-compulsory and voluntary forums. At Cachar Paper Mill the compulsory forum comprises only "the works committee", whereas, the voluntary forums are composed of "Shop Floor Councils, Safety Committee and Canteen Committee." These are purely consultative and not negotiating bodies. The consultative works committee has been set up exclusively for dealing with disputes affecting the plant.
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<tr>
<th>Sl. No.</th>
<th>Name of Bi-Partite Forums</th>
<th>No. of Committees</th>
<th>No. of members in a body</th>
<th>Interval of the Meeting</th>
<th>Process of member entrance</th>
<th>Term (Period) of a body</th>
<th>Level of operation of body</th>
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<td>1.</td>
<td>Works Committee</td>
<td>1 (one)</td>
<td>10+10=20</td>
<td>Monthly</td>
<td>Management representatives are nominated and workers representatives are elected</td>
<td>2 (two) years</td>
<td>Unit level</td>
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<tr>
<td>2.</td>
<td>Canteen Committee</td>
<td>1 (one)</td>
<td>3+3=6</td>
<td>Based on need</td>
<td>Management Representatives are nominated and workers representatives are elected</td>
<td>2 (two) years</td>
<td>Unit level</td>
</tr>
<tr>
<td>3.</td>
<td>Safety Committee</td>
<td>1 (one)</td>
<td>10+10=20</td>
<td>Monthly</td>
<td>Representatives from both the sides are nominated by the management</td>
<td>1 (one) year</td>
<td>Unit level</td>
</tr>
<tr>
<td>4.</td>
<td>Shop Floor councils</td>
<td>10 (ten)</td>
<td>6+6=12</td>
<td>Fortnightly</td>
<td>Representatives from both the sides are nominated by the management</td>
<td>1 (one) year</td>
<td>Department/section/shop Floor level (as the case may be)</td>
</tr>
</tbody>
</table>

Matters supposed to be dealt:

1. Works Committee deals with those matters of the Mill which are beyond the purview of Safety Committee, Canteen Committee and Shop Floor Councils.

2. Canteen Committee deals with functioning of canteens.
3. Safety Committee deals with safety aspects as per provisions of the Factories Act 1948.

4. Shop Floor Councils deal with operational matters of department/section/shop floorwise at the Mill.

Source: Informations and data provided by the Dy. Manager, I.R. Section, P&A Deptt., C.P.M.

3.1.1.1. WORKS COMMITTEE

At Cachar Paper Mill, the management had constituted works committee for the first time in the year 1996. The constitution of the works committee was as per the procedure prescribed in the Assam Industrial Disputes Rules 1971. So far as this statutory Bi-partite Forum is concerned the committee has been regarded as the most effective social institution of industrial democracy and also as a tool for preventing and settling industrial disputes in the organisation.

As per the provisions of the works committee in Cachar Paper Mill it should consist of 20 (twenty) members, 10 (Ten) each from both the sides i.e., the workers and the management. The management representatives at the works Committee are chosen from technical and non-technical both the sides. Similarly, due care is taken to see that the workers' representatives at the works Committee represent a comparatively wider segment of the workers. The representatives of the management are nominated by the Chief Executive of the Mill. The workers' representatives, on the other hand, are elected from amongst themselves by adopting the process of secret ballot. The election of the workers to works committee is conducted by the management. Any permanent employee can contest for the post of member of the committee. The Chairman of the works committee is the senior most management representative to Works Committee, whereas, the Secretary of the works committee is an elected one. Again the Vice-Chairman of the committee is a representative of the management and the Joint Secretary of the workmen. Others are members of the committee.

The works committee is expected to deal with the operational aspects of the Mill as well as employees' interest. It is a recommendatory body. It is, however, not
empowered to deal with the matters like wage revision and any policy decisions. It can only deal with such day to day matters which do-not fall under the purview of other committees, viz, Shop Floor Councils, Safety Committee and Canteen Committee.

After the constitution of the works committee in 1996, it could not be reconstituted till date, whereas it should have been reconstituted in 1998 itself because the term of the works committee in Cachar Paper Mill is only two years and after the expiry of its term the committee cannot be termed as legal.

In order to locate the reasons for lack of re-constitution of the works Committee in Cachar Paper Mill, after the expiry of its first term, a discussion was made with the selected executives and also the union leaders. The following reasons were pointed out by the interviewed union leaders and the executives:

(i) Apathetic attitude of the unions and its leaders towards the committee for various reasons.

(ii) Lack of adequate support from unions.

(iii) Lack of whole hearted implementation of works committee recommendations at the Mill.

(iv) Lack of co-ordination of the functions of the different bi-partite institutions in vague at Cachar Paper Mill.

(v) Attitude of the management is not adequately responsive on this matter.

**Procedure for Election**

The management shall fix the closing date for receiving nominations from candidates for election. The management shall notify the closing date to workers. Such a notice is required to be given a wide publicity. The notice shall specify the number of seats for which each group is competent to elect members and also the number to be elected by the members of the regular/permanent employees of the Mill.

The nomination papers should be submitted in a prescribed form. Each nomination paper shall be signed by the candidate and attested by two voters belonging to sections.
or departments which the candidate represents. All nomination papers shall be delivered to the management at Cachar Paper Mill. The management shall scrutinise these in the presence of the candidates on the day following the closing date. Any candidate, whose nomination paper for election has been accepted, may withdraw his candidature within 48 hours of the completion of the scrutiny of nomination papers. If the number of validly nominated candidates is equal to the number of seats, the candidate shall be considered forthwith as duly elected. Voting shall take place if the number of candidates is more than the number of seats to be filled. Each voter shall be entitled to cast one vote in favour of any one candidate.

The management at Cachar Paper Mill shall be responsible for making the necessary arrangements and appropriate initiatives for election. The management is also responsible to pay the expenditure for election.

Meeting and Report :- The works committee should meet once in a month at a specific & notified time, date and venue. The Secretary will be responsible for convening the meeting in consultation with the Chairman. He will be responsible for maintaining the records of discussions and indicate the responsibility and the time for specific action to be taken. A copy of the minutes shall be sent to Deputy General Manager (Personnel and Administration Deptt.), who will be responsible for sending the necessary reports to CHL/Government.

Source: Collected from management, P&A deptt., C.P.M.

The Voluntary Forums in the form of Non-Statutory Forums include:

3.1.1.2. CANTEEN COMMITTEE

The management of Cachar Paper Mill has set up canteens for providing the service of meals, tea and snacks to its employees and workers on duty. The management considers these as an effective measure towards satisfying the needs of the workers and employees and is deemed as a vital tool in minimising workers dissatisfaction. The canteen at Cachar Paper Mill is operated by a contractor.
The Canteen Committee is composed of equal number of representatives from management and workmen. The total members of the committee are 6 (six). The management representatives are nominated by the Chief Executive of the Mill. But the workers' representatives are elected by the workmen themselves through the process of secret ballot.

As per the provisions, the Chairman of the Canteen Committee will be the senior most representative to the committee from the management side. The Secretary of the committee will be from amongst the representatives of the workmen. Others will act as members of the committee.

As per the provisions a meeting of the Canteen Committee is to be organised by the Secretary with the permission of the Chair if and when so required.

Canteen Committee deals with the matters related to canteen such as:

i. Fixing the prices of tea, snacks and meals.

ii. Ensuring the quality of the above and also the service.

iii. Deciding menu.

iv. Frequency and timings of meals etc., to be provided.

v. Any other matter which is considered fit to be discussed by the members.

The Canteen Committee once remained in force for 2 (two) years. The last term of the canteen committee was over in November '99. The committee is yet to be reconstituted.

Procedure for Election, Meeting and Report of Canteen Committee is the same as it is in the case of earlier committee i.e., Works Committee.

Source: Provided by Dy. Manager, I.R. Section, P&A Deptt., C.P.M.

3.1.1.3. SAFETY COMMITTEE

There is a Safety Committee, constituted at Cachar Paper Mill. The formation of the committee is required under the provisions of the Factories Act 1948.
The Safety Committee is comprised of 20 (twenty) representatives, ten each from management and workmen side.

The organisation and the constitution of the Safety Committee is the same as it is in the case of earlier two committees i.e., the Works Committee and the Canteen Committee. However, the representatives in the Committee from both the sides i.e., the management and the workers are nominated.

The Safety Committee is expected to deal with the requirements of the safety aspects of the workmen on duty and suggest measures to improve wherever required.

As per the provisions of the safety committee, it should meet at a monthly interval. The main purpose is to encourage the participation of workmen in various activities with regard to safety aspects in the Mill. The term of this Committee is one year. This Committee is reconstituted every year at the Mill.

Source: Collected from Dy. Manager, I.R. Section P&A Deptt. and Manager, Safety Deptt., C.P.M.

3.1.1.4. SHOP FLOOR COUNCILS

In Cachar Paper Mill, the management had setup/constituted Shop Floor Councils for effective co-operation and participation of workers at various levels in the Mill. There are 10 (ten) Shop Floor Councils available in Cachar Paper Mill.

The names of the shops / departments where Shop Floor Councils are at work are as follows:

4. Recovery and Automobiles Section.
5. Caustic Chlorine Plant & Time Office.
6. Laboratory, Plant Personnel and Administration Office and all others posted in General Manager (works) Building in the plant.

8. Administrative Building, Township Forest Office, Personnel and Administration, Transport Office and Weigh Bridges.


10. Central Stores, Maintenance workshop, Electrical and Instrumental workshop.

These ten Shop Floor Councils cover all the departments in Cachar Paper Mill. One Shop Floor Council contains one department/section/shopfloor but in certain cases more than one in case these are small.

The shopfloor councils are consisted of equal number of representatives from both management and workers at the Mill. The number of members in each shop floor council differs from shop to shop depending upon the size of the shop and the number of workers employed there. The representatives of management as well as workmen are nominated in the shop floor councils in the Mill.

The Chairman of every shop floor council is the Head of the department/section or senior most manager of the department/shop if nominated by the management, whereas, the Secretary is the representative of the workers from the shop/department concerned. Other representatives are the members of that council. The Secretary will be responsible for convening the meeting in consultation with the Chairman. He will be responsible for maintaining the records of discussions and indicate the responsibility and the time for specific action to be taken. A copy of the minutes shall be sent to the Deputy General Manager, Personnel and Administration Department, who will be responsible for sending the necessary reports to CHL/Government.

Every Shop Floor Council is expected to deal with operational matters of the department/section/shop at the Mill. In order to make discussions in these councils more meaningful it is necessary that the following factors are kept in mind:
i. The members should be willing to share information and to have frank discussions.

ii. The councils would not be converted into grievance handling process.

The shop floor councils should meet once in a fortnight at a specified and notified time, date and venue to encourage the participation of employees in various activities within the shop /department, wherever, group efforts are needed to achieve the goals:

The functions of the shop floor councils are given below:

(a) Putting efforts to maintain harmonious relationship between the workers and the management at the Mill.

(b) Putting efforts to develop team work.

(c) Trying to minimise the cost of the production.

(d) Dealing with the day to day problems of the production and maintenance.

(e) Preparing minutes of the meeting and sending the same to concerned department/shop for necessary action/appropriate implementation.

The term for constitutional period of shop floor councils is one year. These councils are reconstituted every year at the Mill.

The subject matters discussed in the shop floor councils are:-

1. Achieving production targets.

2. Steps to reduce absenteeism.

3. Safety measures.


5. Welfare & health measures.

6. Improving production and quality.

7. Elimination of wastages and

8. Any defectiveness of shop / department.

Source: office records & Dy. Manager, I.R. Section, P&A Deptt. C.P.M.
3.1.2. TRi-PARTITE FORUM

3.1.2. WAGE SETTLEMENT PROCEDURE

The necessity of forming tri-partite bodies was felt immediately after independence. However, in many industries the tri-partite bodies started functioning only after 1960s. The idea behind forming tri-partite bodies was mainly to take care of wage and wage related matters, of all the units in the industry as such matters affect all the units in the industry equally, be they in private or in public sector. Considering that wage is one such matter which is not unit specific, rather it is industry specific government constitutes the body by including the representatives of all the three parties, i.e. the Government, employer and the employees of the industry concerned. Matters other than wage (and wage related) are considered as unit specific and, therefore, are left for bi-partite forums.

Another idea behind forming tri-partite bodies is to protect the wage interest of the workers, which otherwise might not have been protected mainly because in bi-partite forums some times workers' representatives fail to properly voice the cause of workers and as a result, management representatives get an upper hand. In tri-partite bodies government representatives not only try to adequately protect the interest of workers but also put an endeavour to strike a balance between the interest of employers and employees.

Not to say that for paper industry also a tri-partite forum has been set up to take care of wage and wage related matters. Since Cachar Paper Mill is one of the five units of Hindustan Paper Corporation, which is a prominent name in paper industry, the decisions taken at industry (paper) level are applicable to Cachar Paper Mill also.

In paper industry, the agreement over which the three parties reach after negotiation remains valid for 4 (four) years. In other wards, wage revision for the workers of paper industry takes place every after four years.

Even though such a tri-partite body is entitled to take into consideration all kinds
of wage and wage related matters, ordinarily they deliberate upon the following matters:

i. Scale of payment.
ii. Dearness Allowance (D.A).
iii. Advance for Festivals.
iv. Shift Allowances (S.A).
v. Canteen Subsidy.
vi. Allowances relating to Safety Measures.
vii. Leave Travel Concession (LTC).
viii. Leave Encashment.
ix. Traveling Allowances and (T.A) Dearness Allowances while going for training.
x. Advance for house building and vehicle.
xii. Allowance for Over time Duty.
xii. Conveyance allowance and reimbursement of conveyance expenditure.
xiii. North East India Allowance for outsider employees.
xiv. Allowance for washing and
xv. Such other financial matters which are considered appropriate by the body.

Source: Collected from management, P&A Deptt. & recognised trade union leaders. CPM.

3.2. STANDING ORDERS

Standing Orders with regard to Codes of Conduct, Codes of Discipline, Security of Service & Service Conditions and Other related matters:

History of Industrial Disputes is evident that numerous disputes have taken place because the rules, regulations and provisions etc. regarding many matters were either not framed timely by the organisations or were framed in such a manner which were insufficient, vague, ambiguous, unclear, incomplete and/or can be interpreted differently.
Experiences say that those organisations which managed to avoid this, were successful, largely or fully in preventing industrial disputes. Clearly written and disseminated rules, regulations and provisions about all those matters which matter help a lot in preventing industrial disputes because this way confusion and misunderstandings about the matters concerned can be avoided.

Understanding the importance of above the Hindustan Paper Corporation Limited has framed the Standing Orders which are applicable to Nagaon Paper Mill, Jagiroad and Cachar Paper Mill, Panchgram. The excerpts of the same are given below:

3.2.1. CODES OF CONDUCT

Conduct

a) A workman shall not at any time work against the interest of the Company. An employee shall not enter the service or be employed in any capacity for any purpose whatsoever and for any part of his time, by any other person, Government Department, Firm or Company etc. and shall not have any private financial dealings with persons or firms etc. having business relation with the Company for the sale or purchase of any materials, equipments or supply of labour, if any or for any other purposes.

b) A workman shall at all times conduct himself soberly and temperately while on the work premises and show proper respect and civility to all concerned and shall use his best endeavour to promote the interests of the Company and to maintain and promote the good reputation thereof.

c) A workman shall avoid habitual indebtedness and where a workman applies to be or is adjudged insolvent, he shall within three (3) days report the fact to his Departmental Head.

Acts of Misconduct

Without prejudice to the general meaning of the term 'Misconduct' the following acts and omissions on the part of a workman shall be treated as misconduct:

1) Wilful insubordination or insult to superiors or disobedience, whether alone or
in combination with others, to any lawful and reasonable order of superiors, including the order to work overtime in accordance with the law in force from time to time.

2) Refusal to work on holidays/sundays/rest days or overtime on working days, where notified to do so in the exigencies of the Company's work without sufficient and satisfactory reasons.

3) Entering or leaving or attempting to enter or leave the Company's premises except in accordance with the rules or by the specified gate or gates.

4) Interference with the record of attendance or means of recording attendance of himself or any other workman or wilful violation, defacement or destruction of personal records or any other records of the Company.

5) Wilfully interfering with any appliance/equipment/machine or other means provided for the purpose of health, safety and welfare of workman.

6) Theft of or tampering with the Company's property or fraud, dishonesty, deception or corrupt practice in connection with the Company's business or property or work or misappropriation of the company's funds or other property temporarily or otherwise.

7) Theft of another workman's property or belongings within the Company's premises or its precincts or estate or residential quarters.

8) Non-observance of safety measures or sabotage of, or interference with the safety devices or fire fighting equipments installed in the company's premises or project, estate or property or contravention of safety rules/regulations/instructions.

9) Making any mis-statement or untrue statement or giving any false Information or suppressing any information and/or facts regarding one's name, father's name, address, age, qualifications, previous service, conduct etc., at the time of interview/employment or any time thereafter during the period of his employment with the Company.
10) Habitual late attendance and or habitual absence from duty without leave or without sufficient cause.

11) Wilful neglect of work or negligence in the performance of duty or malingering.

12) Deleted as per modification order dated 25. 9. 91.

13) Transfer of Identity Card/ticket, medical card, transfer pass, wherever provided to another person or frequent loss of identity card.

14) Possession of another employee's attendance card/ticket or attempting to Punch the same in punching Clocks provided for recording attendance.

15) Taking or giving bribe or illegal gratification or indulging in any other corrupt practice.

16) Threatening or abusing or intimidating or coercing or assaulting any workman or employee or officer of the Company within the Company's premises or precincts thereof or in the Company's estate or residential quarters or other property.

17) Rude or unruly behaviour or using abusive language towards superiors or other employees of the Company or towards Company's customers or suppliers or public servants inside the Company's premises or its precincts.

18) Obstruction to by way of go-slow, slow-down, tool-down or stay-in strike, gherao or dharna, fast or any other form of physical duress or interference with or disturbance to normal work within the Company's premises and precincts thereof including the estate and the residential quarters whether alone or in combination with other workmen.

19) Gambling on the Company's premises including the precincts thereof, the Company's estate or in the residential quarters.

20) Drunkenness, intoxication, carrying of alcoholic liquor into the Company's Factory/Office, riotous, disorderly or indecent behaviour, or fighting, within the Company's premises or its precincts, property, estate or residential quarters.

21) Smoking in the prohibited areas notified by the Management.
22) Unauthorised absence from place of work after reporting for work or leaving work without permission or loitering during or after working hours.

23) Interference with the work of other workmen.

24) Disregard of any operational or maintenance instruction or carelessness in operation and maintenance.

25) Sabotage or wilful damage to or loss of Company's machinery, equipments, goods or other property.

26) Deleted (as per modification order dated 25.9.91)

27) Failure to inform the Management or the Medical Officer knowingly of any contagious or notifiable disease contracted by a workman or any person residing with him.

28) Sleeping or lying down whilst on duty.

29) Accepting service in any other establishment factory, workshop etc. without the permission of the Management.

30) Holding meetings with-in the work premises or its precincts or in its estate with-out the prior written permission of the management. (As per modification order dated 23.6.93)

31) Doing private or personal work or engaging in any other trade or business within the Company's premises or its precincts with or without tools or materials belonging to the Company without the previous permission of the Management.

32) Striking work in contravention of the provisions of any law in force or inciting others to go on such strike.

33) Lending or borrowing money within Factory/Office premises to and from workmen/employees.

34 (a) Unauthorised occupation or use of the Company's land, quarters, tools, machinery, equipment or other property and refusal to vacate the same and return such tools machinery, equipments etc.
(b) Unauthorised subletting of the quarters belonging to the Company.

35) Unauthorised entry into a place belonging to the Company.

36) Knowingly permitting or giving shelter to proclaimed offenders of law in the Company's premises, estate or residential quarters.

37) Erecting any unauthorised construction or making any alteration or modification of any civil or electrical fixtures and fittings and/or tampering with electrical metres belonging to the Company.

38) Taking or giving bribe or any illegal gratification whatsoever.

39) Conviction in any court of law for any criminal offence involving moral turpitude.

40) Violation of any condition or term of contract of employment.

41) Collecting signature or carrying on signature campaign during the working hours and within works premises or the precincts thereof for any unlawful purpose.

42) Collection of or canvassing for collection of any money within the Company's premises or its precincts or distributing or exhibiting in or about the premises any newspapers, pamphlets, handbills, posters or the like, without the written permission of the Management.

43) Carrying lethal weapons concealed or otherwise on the company's premises or precincts thereof or threatening, intimidating or attempting to inflict bodily injury to any workman/employee of the Company or indulging in conduct which violates common decency, decorum and morality of the community.

44) Refusal to accept or receive any letter, charge-sheet, show-cause notice or other communication or instructions whatsoever from the Management or not giving receipt after receiving the same or not replying to the same after receipt, if required to do so.

45) Refusal to accept transfer order issued by the Management and to act in accordance with such order.

46) Taking out or aiding or abetting others to take out of the Company's premises
anything belonging to the Company without a valid gate pass issued by the Manager or hiding or removing or attempting to hide or remove any article, material or substance or other property belonging to or under the custody of the Company.

47) Gambling within the office premises.

48) Failure to report immediately to his Departmental Head or other superiors any defect which a workman may notice in any equipment/machinery connected with his work, or occurrence which might endanger himself or any other person or might result in damage to Company's machinery/equipment or other property.

49) Knowingly making or giving false statement before his Superior or forging the signature of his superior or any workman.

50) Carrying unauthorised passengers without authority in Company's vehicles.

51) Deliberately giving false information prejudicial to the interests or reputation of the Company.

52) Commission of any act subversive of discipline or good behaviour or acting or behaving in a manner prejudicial to the interests or reputation of the Company.

53) Contracting another marriage while a wife is still alive without divorce/separation and without obtaining the permission of the Management notwithstanding that such subsequent marriage is permissible under the personal law for the time being in force.

54) Purchasing property, machinery, stores or other equipments from or selling property, machinery, stores or other equipments to the company without express permission in writing from the competent authority.

55) Writing any letter or application or other communication to the Company's officials containing disparaging remarks/comments/informations.

56) Failure to come on duty in the uniform if supplied by the Company or its misuse.

57) Collection of Union or party subscriptions, funds or contributions in the Company's Factory/Office without the express permission of the Management.
58) Not starting work by the notified time of duty hours, or leaving work before working hours are over or without handing over charge to the incoming workman of the following shift, wherever necessary.

Penalties for Misconduct

The following penalties may be imposed on a workman as hereinafter provided for misconduct proved to have been committed by him:

Minor Penalties

The following shall constitute minor penalties:

a) Censor

b) Suspension up to 7 days without pay or other emoluments/benefits.

c) Recovery from pay or such other amount as may be due to workman of the whole or part of any pecuniary loss caused to the Company by negligence or breach of orders/instructions subject to the provisions of the Payment of Wages Act, 1936.

d) Fines subject to the provisions of Payment of Wages Act, 1936 as amended from time to time.

Major Penalties

The following shall constitute major penalties:

e) Withholding of increment with or without cumulative effect.

f) Withholding of promotion.

g) Reduction to a lower grade or post or to a lower stage in a time scale.

h) Removal from service which shall not be a disqualification for future employment.

i) Dismissal which disqualifies for future employment.

Explanation

The following shall not amount to penalty within the meaning of this order:

a) Withholding of increment of a workman for his failure to pass a prescribed test or examination.

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b) Stoppage of a workman at the efficiency bar in the time scale on the ground of his proven unfitness to cross the bar.

c) Non-promotion, whether in an officiating capacity or otherwise, of a workman to a higher post for which he may be eligible for consideration but for which he is found unsuitable after consideration of his case and the result thereof is made known to the workman concerned.

d) Reversion to a lower grade or post of a workman officiating in a higher grade or post on the ground that he is considered after trial to be unsuitable in such higher grade or post, or on administrative grounds unconnected with his conduct.

e) Reversion to his previous grade or post of a workman appointed on probation to another grade or post during or at the end of probation in accordance with the terms of his employment.

Termination of Service

a) Of a workman appointed on probation during or at the end of the period of probation in accordance with the terms of his appointment;

b) Of a workman appointed in a temporary capacity otherwise than at the end of contract or agreement on the expiry of the period for which he was appointed or earlier in accordance with the terms of his appointment;

c) Of a workman appointed under a contract or agreement in accordance with the terms of such contract or agreement; and

d) Of any workman on reduction of establishment subject to the provisions of any Act.

Procedure for Dealing with Cases of Misconduct

i) Procedure for imposing of minor penalties

Where a workman is charged with an offence which may lead to the imposition of a minor penalty, he shall be informed in writing of the allegations made against him and shall be given an opportunity to make representation with-in-five days and his representation, if any, shall be considered before imposing a minor penalty.
ii) Procedure for imposition of major penalty

a) Where a workman is charged with an offence which may lead to the imposition of major penalty, he shall be informed in writing of the allegations against him and shall be given an opportunity to make representation within a period of not less than ten days. On receipt of the workman's explanation, where the allegations are denied by him, an enquiry shall be held by an officer or officer nominated by the Management. Such inquiry will be conducted by an officer other than the officer who has made the allegations or is directly subordinate to him. At the enquiry, the workman concerned shall be afforded a reasonable opportunity of explaining and defending his case with the assistance of a fellow workman. Where such enquiry relates to the alleged misconduct of several workmen, the enquiry may be held for all the workmen together.

b) Where a disciplinary proceedings against a workman is contemplated or is pending or where criminal proceedings against him in respect of any offence are under investigation or trial and the Management is satisfied that it is necessary or desirable to place the workman under suspension, it may, by order in writing suspend him with effect from such date as may be specified in the order. A statement setting out in detail the reasons for such suspension shall be supplied to the workman within a week from the date of suspension. During the period of suspension, a workman shall not enter the work premises except with the permission of the Management nor shall he leave the headquarters without the permission of the authority who suspend him.

c) If during the enquiry, the workman is found guilty of misconduct other than that stated in the order of suspension and/or the charge sheet, the workman shall be liable to punishment for such misconduct; but before any punishment is imposed on him, he shall be offered a reasonable opportunity of explaining and defending his case in respect of such misconduct.

d) A workman who is placed under suspension under Clause (b) above shall during the period of such suspension be paid, subject to the provisions of any law in force for the time being, subsistence allowance in accordance with the provisions of Industrial Employment (Standing Orders) Act as amended in 1982.
e) If on the conclusion of the enquiry or as the case may be of the criminal proceedings, the workman has been found guilty of the charges framed against him or some other misconduct brought out in the course of enquiry and the punishment is awarded, the workman shall not be entitled to any remuneration for such period other than the subsistence allowance already paid to him. If a penalty other than dismissal or removal is imposed on him, the period of suspension shall be treated as leave without pay. If however he is not found guilty of the alleged misconduct or any other misconduct after the departmental enquiry or, as the case may be, after the criminal proceedings, he will be reinstated in his post and shall be paid the difference, between the subsistence allowance already paid and the emoluments which he would have received if he had not been suspended, the period of suspension being treated as on duty.

Provided that when an order of dismissal or removal is passed, the employees shall be deemed to have been absent from duty during the period of suspension and shall not be entitled to any remuneration for such period and the subsistence allowance already paid to him shall not be recovered.

Provided further that where the period between the date on which the workman was suspended from duty pending the enquiry or trial and the date on which an order of suspension as substantive punishment was passed under this claus, exceeds 21 days, the workman shall be deemed to have been suspended only for 21 days or for such shorter period as is specified in the said order of suspension and for the remaining period, he shall be entitled to the same wages as he would have received if he had not been placed under suspension, after deducting the subsistence allowance paid to him for such period.

f) The payment of subsistence allowance under these Standing Orders shall be subject to the workman not taking up any employment during the period of suspension.

g) No order for removal or dismissal from service shall be made by an authority lower than the appointing authority of the workman in awarding punishment, the management shall take into account the gravity of the misconduct, the previous
record of the workman and any other extenuating or aggravating circumstances, that may exist. A copy of such order passed by the Management shall be supplied to the workman.

h) Subject to the provisions contained in the above clauses, the company reserves the right to suspend a workman accused in the court of law for any criminal offence involving moral turpitude, until the disposal of the trial.

i) If a workman refuses to accept a charge sheet, order or other communication served on him, in accordance with these Standing Orders, a copy thereof shall be sent by registered post to his address as recorded in the service record and another copy posted on the notice board and this shall constitute adequate service.

Special Procedure in Certain Cases

Where a workman has been convicted for a criminal offence in a court of law or where the management is satisfied, for reasons to be recorded in writing, that it is inexpedient or opposed to the interests or security of the establishment to continue to employ the workman, the workman may be removed or dismissed from service without following the procedure laid down in Standing Order No. 30.

3.2.2. CODES OF DISCIPLINE

Service Records

The Management shall maintain service records for every workman in the form prescribed by the management.

Identity Cards and Permits

a) Every workman will be provided with an Identity Card/badge/token/permit bearing such particulars as may be prescribed by the Management for the purpose of identification which shall be carried on his person and shall be produced at all times when the workman is called upon to do so.

b) Every workman shall show his identity card/badge/token/permit to the Security Staff on duty at the gate when entering the Company premises or leaving it. In
addition he shall at any time within the factory premises, produce the identity card/badge/token/permit on demand by the Security staff or other persons authorised in this regard.

c) Failure to comply with (a) and (b) above will be treated as misconduct.

d) The identity card/badge/token/permit shall not be transferable.

e) If a workman loses his identity card/badge/token/permit he shall immediately report the loss to the issuing authority and a new card/badge/token/permit shall be issued to him on payment of such sum not exceeding 50 paise once only. Subsequent replacement may be made on cost not exceeding Rs. 5/-

f) On the termination of service or on proceeding on leave preparatory to retirement or on being suspended from work, the concerned workman shall surrender his card/badge/token/permit to the issuing authority. However, a temporary card or chit which serves the purpose of the identity card/badge/token/permit except that of entering the work premises, may be issued to those who proceed on leave preparatory to retirement or are suspended from work.

Publication of Working Time etc.

All instructions issued from time to time relating to attendance, checking of arrival and departure, the periods and hours of work for all classes of workmen in each shift as may be fixed from time to time shall be exhibited on the Notice Board.

Entry, Exit and Search

All workmen shall enter and leave the premises only by the gate/s appointed for the purpose. These gates may be closed during the working hours at the discretion of the Management and the workmen shall not leave the work premises during such hours, except during rest intervals, without express permission in writing of their immediate Superior Officer authorised as such which shall be shown at the gate. On entering or leaving the premises or establishment and at any other time, in special circumstances, all workmen are liable to be detained and searched by the security staff at the discretion of the Management. Female workmen are liable to be detained and searched by the
female searchers. No search shall be made except in the presence of at least one person of the same sex as the workmen searched.

**Attendance and Late Coming**

a) All workmen shall be at work at the establishment at the time fixed and notified to them.

b) The workmen who are required to sign in an Attendance Register will mark the hour of the reporting on duty and leaving duty.

c) The workmen who are required to use time card shall punch their respective card only in the Time Clock at the time of reporting for duty and on leaving duty.

d) Any workman who is absent from duty shall be liable for deduction of wages as provided in the Payment of Wages Act 1930. Similarly, a workman who after presenting himself for duty at the beginning, is found absent from the place of his work or duty at any time during the working hours, without permission, shall be liable to have his wages deducted. Any workman found absent from his place of work during working hours, without permission, shall be liable to be treated as absent for the whole day if the absence is before the rest/interval and for half a day if the absence is after the said interval. The workman is also liable for disciplinary action on this account.

e) If a workman is late by more than 15 minutes, he may be liable to be shut out for that day and may be treated as absent. Such absence may, however, be allowed to offset against the leave due, if any, at the discretion of the Management. (As per modification order dated 23rd June, 93)

f) Attendance shall be marked daily according to the methods prescribed from time to time for each section or department etc. The prescribed method will be displayed on the Notice Board.

**Shift Working**

a) Shift working shall be regulated in accordance with the provisions of the Factories Act, 1948. More than one shift may be worked in any department or section of a
department at the discretion of the Management. Notices showing the shifts shall be posted on the Notice Board.

b) The Management shall be entitled by notice to be posted on the Notice Board to alter or vary the shift at their discretion, and the workmen shall be liable to be transferred from one shift to another. He shall not be allowed to change his shift without permission nor shall he leave his job at the end of the shift without permission of his incharge until the other workman has taken over from him.

c) Shift working may be discontinued or the number of shifts reduced at any time after proper notice. No such notice shall be necessary if the closing or reduction of the shifts are under an agreement with the workmen affected. If as a result of the discontinuance or reduction of the shift working, any workman is to be laid off or retrenched, such lay off or retrenchment shall be effected in accordance with the provisions of the Industrial Disputes Act, 1947 and the Rules made thereunder.

If shift working is restarted, the workmen shall be given notice and re-employed in accordance with the provisions of the said Act and the said Rules.

3.2.3. SECURITY OF SERVICE AND SERVICE CONDITIONS

Lay Off and Retrenchment

Lay off and retrenchment of workman shall be governed by the provisions of the Industrial Disputes Act, 1947, and the Rules made thereunder.

Publication of Wage Rates

Notice specifying the rates of wages payable to all classes of employees shall be displayed on the Notice Board.

Payment of Wages

a) Wages due to an employee shall be paid before the expiry of the 7th or 10th day after the last day of the wage period in respect of which the wages are payable in accordance with the provisions of the Payment of Wages Act, 1936 on a working day notified under Standing Order No. 17.
b) Any wages due to a workman, but not paid on the usual day on account of their being unclaimed, shall be paid on an 'Unclaimed wages Pay Day' in each week, which shall also be notified on the Notice Board.

c) Any wages due to a deceased workman shall be paid to his legal heirs before the expiry of the thirtieth working day on which a valid claim is presented by his heirs, or on their behalf by their legal representative, provided such claim is submitted within three years of the death of an employee. The Management, may, however, authorise payment of claims not exceeding Rs. 1500/- without production of the usual legal authority after such enquiry into the rights and title of the claimant/s as may be deemed necessary.

d) If a workman so desires in writing, his unpaid wages or other dues shall be remitted to his address by money order after deducting therefrom money order commission.

e) Where the employment of any workman is terminated the wages earned by him shall be paid before expiry of second working day from the day on which his employment is terminated, on production of clearance/No Demand Certificate from the concerned departments.

Publication of Holidays/Pay days

Notices specifying (a) the days to be observed as Holidays (b) Pay Day and (c) Unclaimed wages Pay Day shall be posted on the Notice Board.

The list of Holidays for a Calendar year shall be displayed during the month of January every year.

Transfer

Workmen are liable to be transferred from one establishment, section or job to any other establishment anywhere in India under the same ownership, provided that the pay grade continuity and conditions of service are not adversely affected by such transfers and provided that in the opinion of the Management from jobs provided on transfer are of similar nature and in the opinion of the Management are capable of being performed without any special skill or previous experience. However, no Class-IV employee shall be transferred from one establishment to other without his consent.
Leave

Every workman, other than Apprentice, Casual employee, Substitute or Badli shall be entitled to leave as follows:

a) Earned Leave

The workmen shall be entitled to Annual Leave with Wages generally in accordance with the provisions of the Factories Act, 1948, and the Rules made thereunder and the quantum of such leave will be determined in accordance with the provisions of Section 79 of the act.

b) Sick Leave

The workmen will be granted 10 days sick leave with full pay or 20 days sick leave with half pay in a year subject to production of medical certificate from the corporation's Medical Officer where he is appointed or any other Registered Medical Practitioner. Grant of Sick Leave for less than 10 days but more than two (2) days will also be subject to production of a certificate from the Company's Medical Officer or an authorised Registered Medical Practitioner.

Sick leave on half pay may be commuted to leave with full pay. The maximum commuted leave in entire service period shall not be more than 240 days. (As per modification order dated 23.6.93)

c) Extra-Ordinary Leave without Pay

i) Extra-ordinary leave for a period of not exceeding three months without salary/wages or any allowance may be granted by the Management in special circumstances when no other leave is admissible to an employee under the rules and the employee concerned has applied in writing for the grant of Extra Ordinary Leave stating the reasons for such leave.

ii) In the case of an employee who has been in continuous service for a period exceeding one year and is undergoing treatment for leprosy, cancer, mental illness or tuberculosis in a recognised Sanatorium or asylum or Institution of a qualified Specialist or Civil Surgeon, Extra Ordinary Leave not exceeding 18
months on any one occasion, may be granted subject to the following conditions:

1) that the post, from which the employee proceeds on leave is likely to last till his return to duty and

2) that the leave shall be granted on the production of a certificate from the Medical Officer-in-Charge of the Sanatorium or Institution or the qualified specialist or Civil Surgeon, as the case may be, specifying the period for which leave is recommended subject to the approval of the Company's Medical Officer if and when appointed or in his absence the authorised Registered Medical Practitioner.

3) He is not covered by the E.S.I. Act 1948.

d) Casual Leave

A workman/employee may be granted Casual Leave of absence with pay not exceeding Ten (10) days in the aggregate in a Calendar year. Such leave shall not be available more than three days at a time. Such leave is intended to meet special circumstances which cannot be foreseen. Ordinarily, the previous permission of the head of the department shall be obtained before such leave is taken; but when it is not possible, the Head of the department shall, as soon as may be practicable, be informed in writing of the absence and the reasons, therefore, and of the probable duration of such absence. Casual leave cannot be combined with any other kind of leave.

e) Maternity Leave

Maternity leave to female workmen may be granted in accordance with the Maternity Benefit Act 1961. This facility shall stand withdrawn immediately after the introduction of E.S.I. Act.

f) Special Casual Leave

Workman may be granted special casual leave on individual application for

i) appearing in recognised examination, for the days of examination and also actual journey period subject to maximum 3 days for to and fro journey provided prior permission has been obtained from the management for prosecuting studies.

ii) participating in recognised Sports events:
iii) participating as delegate in Annual Conference of a recognised Union or Federation of Trade Unions.

iv) donating blood to a recognised Blood Bank, and

v) for any other gainful purpose mutually agreed upon between the Management and the recognised Union.

Provided total special Casual Leave for executive Committee members shall not exceed 15 days in a Calendar year. The General Secretary, Secretary and President or Vice President shall be entitled to a maximum 30 days in a Calendar year.

g) Quarantine Leave

The Management shall grant quarantine leave to the workmen for any communicable disease as certified by a Competent Medical Officer/Government Doctor.

Procedure for Applying for Leave

a) A workman who desires to obtain leave of absence shall except in case of emergency, apply at least twenty four hours in advance, if the leave is for three days or less and 15 days in advance in other cases, to the Head of the Section/Department or establishment who shall issue orders on the application within a week of its submission or two days prior to the commencement of the leave applied for whichever is earlier, provided that if the leave applied for is to commence within three days thereof, the order shall be given on the same day. If the leave is granted, a leave order shall be given on the same day. If the leave is refused or postponed the reason thereof shall be recorded in writing by the authority passing the order. A copy of such order shall be given to the workman, if he so desires. A workman who after proceeding on leave desires to extend leave, shall make an application in writing to the Head of his Department or Section allowing sufficient time to the Company to communicate its reply before the expiry of the leave originally sanctioned.

If the application for extension of leave is on medical grounds and irrespective of whether or not the workman is away from the station during the leave, he shall
submit, with his application, a medical certificate from the Gazetted Medical Officer of Government or in his absence a Registered Medical Practitioner in Allopathic system of medicine and intimate the probable period for which the extension of leave is required. On receipt of such application for extension of leave, the management shall immediately inform the workman, whether the extension of leave applied for has or has not been sanctioned. If sanctioned, the period of extension shall be intimated to the workman.

b) A workman who has been granted leave or extension of leave on medical grounds shall not be allowed to resume duty unless he produces a Certificate of Fitness from the Medical Practitioner, who has issued the earlier Medical Certificate, which shall also be liable to be verified by the Management from the Medical Officer of the Company and grant sick leave if evidence of such sickness is certified by him.

c) All applications for leave or extension of leave shall contain a clear statement of the address of the applicant during the leave.

d) If a workman remains absent beyond the period of leave originally granted or subsequently extended, it will be treated as misconduct unless he returns within 8 days of the expiry of the leave originally granted or subsequently extended and explains to the satisfaction of the management his inability to return before the expiry of his leave. (As per modification order dated 25.9.91)

e) Normally, a workman will not be refused leave applied for by him in accordance with the Standing Orders. The sanctioning authority has, subject to the statutory rules, the discretion to refuse, curtail or revoke the leave at any time if the exigencies of work so require. Leave so refused, curtailed or revoked, may be availed of, at any time within the calendar year at the option of the workman.

Absence without Leave

i) A workman shall not absent himself without prior permission/leave. If any workman remains absent without prior permission, will be marked absent in the Attendance Register/Punch Card/and it will render him liable to disciplinary action.
Paid Holidays

a) Subject to exigencies of work, workman shall be granted holidays with wages on the three National holidays, viz., Republic Day, Independence Day and Gandhi Jayanti and other public festivals of general or local importance during a calendar year at the discretion of the Management. The total number of such paid holidays every year shall not be more than ten (10) days. Only those who work either on the day immediately preceding such holidays and immediately succeeding such holidays shall be entitled to the payment for the paid holidays.

The list of holidays with wages shall be prepared by the Management in consultation with the union representative selecting festivals of local importance to be observed during a calendar year. (As per modification order dated 25.9.91)

b) When a workman is required to work on a paid holiday, he shall attend duty as required and he shall be paid wages at rate as per provisions of the Act or Shops & Establishments Act or any other Act in force from time to time. A notification indicating the days which may be observed as paid holidays will be issued at the beginning of each calendar year and will be given wide publicity by posting the said notification on the Notice Boards. (As per modification order dated 25.9.91).

c) If a workman is required to work on a paid holiday or a weekly day of rest, he must present himself for work on receipt of intimation from the management. Failure to do so without any valid and sufficient cause will constitute misconduct. (As per modification order dated 25.9.91).

d) A notification indicating the days which will be observed as paid holidays, will be issued at the beginning of each calendar year and will be posted on the Notice Board.

Overtime

Subject to the provisions of the law for the time being in force, all workmen shall
be liable to work overtime, whenever required by the Management. Rates of wages/pay for overtime shall be governed by the provisions of the Factories Act, 1948 or any other law that may be applicable to the Establishment. Refusal to work overtime will constitute misconduct.

**Stoppage and Shut Down of Work**

a) Subject to the provisions of Chapter V(A) of the Industrial Disputes Act 1947, the employer may at any time in the event of fire, catastrophe, break-down of machinery, stoppage of power supply, epidemics, civil commotion or any other cause beyond the control of the employer, stop any section of the establishment wholly or partly for any period or periods.

b) In the event of such stoppage during working hours, the workmen affected shall be notified by notice put up on the Notice Board in the departments concerned and at the office as soon as practicable as to when work will be resumed and whether they are to remain or leave their place of work. The workmen will not ordinarily be required to remain for more than two hours after the commencement of the stoppage, whenever workmen will be laid off on account of failure of plant or a temporary curtailment of production with the provisions of Industrial Disputes Act 1947. Where no such compensation is admissible they shall be granted leave with or without wages as the case may be, leave with wages being granted to the extent of any leave due to them. When workmen are to be laid off for an indefinite long period, their services may be terminated subject to provisions of the Industrial Disputes Act 1947. If normal work is resumed or the employer proposes to take into his employment any person, two weeks notice there-of shall be given by the posting of notices at or near the main office and the workmen discharged earlier by the employer shall be notified as per the provisions of Industrial Disputes Act and rules made thereunder and if they present themselves for work they shall have preference for re-employment.

c) The employer may in the event of a strike affecting either wholly or partially any section of the establishment close down either wholly or partially such section
of the establishment and any other section affected by such closures. The fact of such closures shall be notified by notice put up on notice board in the General Manager's office, prior to resumption of work, the workmen concerned will be notified by a general notice indicating as to when the work will be resumed. A copy of such notice shall be sent to the recognised Trade Union functioning in the establishment.

Safety Precautions

All workmen shall be bound to observe the safety rules as notified from time to time and use safety equipment as and when necessary. All accidents, however minor, should be reported at once by the workman concerned to his superior. Disobedience to this order will be considered as a misconduct punishable under the Standing Orders.

Secrecy

a) No workman shall, by writing to any person (including a co-workman) or by communicating to public papers, journals, books, pamphlets or leaflets or by speech or discussion at any place, disclose or cause to be disclosed, at any time during his service with the Company or after leaving the service of the Company, any information or documents relating to the Company except with the approval of the Management.

b) No workman shall otherwise than in the normal course of work, engage himself in giving information or advice on matters relating to the activities of the Company.

c) Except in the ordinary course of his duties, no workman shall disclose, either during his service with the company or after leaving the service of the Company, any secret, cost of production of any or all of the Company's products, information of purchases made by or contracts entered into by the Company in or out of court, or any other information, or matters of trade, or business secrets.

d) No workman shall carry with him outside the factory/works premises any papers, books, drawings, photographs, instruments, apparatus, documents or any other property belonging to the Company, provided that this prohibition shall not apply
to those workmen who are specially authorised by the Management to take out of the Factory premises papers and documents for the purpose of study, or for other purposes approved by the Management.

e) No workman shall take notes, drawings or sketches, for his own use, of any plant, process or work or keep copies of official papers with him.

f) Any books, drawings, sketches, photographs and similar papers containing notes or information relating to the Company's business affairs or operations shall always be treated as Company's property, whether prepared by a workman or otherwise.

g) A breach of this order shall constitute a misconduct under Standing Orders.

3.2.4. OTHER RELATED MATTERS

Application and Scope

These orders shall come into force from a date determined in accordance with the provisions of Section 7 of the Industrial Employment (Standing Orders) Act 1946 and shall apply to all workmen/employees employed in the Nagaon Paper Mill and Cachar Paper Mill and any other establishment/s within the administrative control of each of two Paper Mills. The application of these orders shall be independent of each other:

Definitions

In these Rules unless the context otherwise requires:

a) "ACT" means the Industrial Employment (Standing Orders) Act, 1946 (XX of 1946)

b) 'COMPANY' means Hindustan Paper Corporation Limited and its Nagaon Paper Mill and Cachar Paper Mill including other establishments within the administrative control of the said Mills (hereinafter referred to as the "Company")

c) "BOARD" means the Board of Directors of the Company.

d) "CHAIRMAN" means the Chairman of the Board of Directors appointed in accordance with the Articles of Association of the Company.
e) "DIRECTOR" means a member of the Board of Directors of the Company.

f) "MANAGING DIRECTOR" means the Managing Director of the Company.

g) "EMPLOYER" means the Hindustan Paper Corporation and shall include Chairman and Managing Director of the Company.

h) "MANAGEMENT" means the Board of Directors, the Chairman and or Managing Director and or General Manager and or Heads of Departments/Divisions and any other officer of the Company authorised by the Managing Director and or General Manager to act on their behalf.

i) "APPELLATE AUTHORITY" means the Chairman/Managing Director or the General Manager of the concerned Mill/other establishment to whom appeal shall lie from the orders of imposition of major penalty under these Rules.

j) "GENERAL MANAGER" means the person appointed under that designation and includes any person authorised to act such from time to time or for the time being.

k) "HEAD OF THE DEPARTMENT/SECTION" means the person or persons notified by the Company as the Head of the Department/Section.

l) "APPOINTING AUTHORITY" in relation to an employee means the authority empowered to make appointment to the post in which the employees for the time being are included or the posts which the employees for the time being hold or posts which are vacant for the time being.

m) "COMPETENT AUTHORITY" with reference to the exercise of any power under these Rules means the Officer or authority to whom such powers are delegated and of any other powers, orders, etc, delegated or issued in general or in particular.

n) "MUSTER ROLL" means any register(s) or record(s) maintained for the purpose of keeping the list of employees or for the purpose of preparing salary/wages.

o) "NOTICE" means a notice in writing required to be given or posted on the Notice Board for the purpose of these Standing Orders.

p) "NOTICE BOARD" means the Notice Board specially maintained in a conspicuous
place at or near the main entrance to the works/factory/mill/Industrial establishments of the Nagaon Paper Project/Mill and Cachar Paper Project/Mill for the purpose of displaying notices required to be posted or affixed under the provisions of these Standing Orders.

q) "WAGES" means wages defined in the Payment of Wages Act. 1936 as amended from time to time.

r) "SANCTIONED STRENGTH" means the total number of posts in different categories/grades sanctioned from time to time by the Management, on the basis of the manning pattern decided by the Board of Directors.

s) "WORKMAN" means any workman of the Company who is covered by the definition of workman in section 2(i) of the Act.

t) "COMMUNICATION" means letters, memos, orders, directions, notices or other communication including memo of charges, etc. duly addressed, stamped, posted or otherwise delivered to the last known addresses of the employees concerned and or served personally.

Classification of Workmen

a) Permanent,

b) Probationer,

c) Temporary,

d) Badli or Substitute,

e) Casual &

f) Apprentice or Trainee.

a) A "Permanent" workman is a workman who has been engaged on a permanent basis and who has satisfactorily completed the probationary period as prescribed in Clause (b) below :

b) A "Probationer" is a workman who is provisionally employed to fill a permanent vacancy in a post and has not completed three months service therein. If a
permanent employee is employed for a probationer post, he may at any time during the probationary period of three months be reverted to his previous permanent post. (As per modification order dated 25th September 91).

c) A "Temporary" workman is one who has been engaged for a limited period for work which is of an essentially temporary nature likely to be finished within a limited period or for work which terminates at the conclusion of a specific contract or undertaking or who is temporarily employed as additional workman in connection with a temporary increase in the work of a permanent nature.

d) A "Badli" or "substitute" means workmen who are employed in posts of permanent or temporary workman or probationers who are temporarily absent.

e) A "Casual" workman is one whose employment is of a casual nature and who has not completed 12 month's continuous service as defined in the Industrial Disputes Act 1947.

f) "Apprentice" or "Trainee" is a learner who is paid an allowance during the period of his apprenticeship or training and whose terms and conditions of service shall be governed either by special agreement or by the provisions of the Apprentice Act, 1961 as the case may be.

Antecedents

No person who has been dismissed from the services of this Company or from the services of Central Government or State Governments or any Government Undertaking or who has been convicted by any criminal court for an offence involving moral turpitude shall be appointed as a workman in the Company and shall cease to be employed as soon as an information to that effect is received by the Company.

Notes

i) On the question whether an offence involves moral turpitude or not, the decision of the Management shall be final.

ii) In the event of the Management coming to know subsequent to the appointment of the workman that he has antecedents which have made him ineligible for employment as
stated above, his services shall be terminated as per provisions of Industrial Dispute Act 1947 (As per modification order dated 25th September 91).

Medical Examination

i) All workmen, except where appointment is to last only for three months or less, at the time of first appointment under the Company, shall be subject to medical examination in accordance with the rules framed in this behalf by the Company by a duly authorised Medical Officer prescribed by the Company and no such workman shall be eligible for appointment under the Company unless a certificate of fitness has been obtained from such local Medical Officer. The cost of such Medical Examination shall be borne by the management.

ii) All workmen shall be subject to medical examination from time to time at the discretion of the Management by an authorised Medical Officer of the Company free of charge and, if found unfit for further employment, they will be liable to be discharged from service with notice or pay in lieu thereof. However, they shall be entitled to all the benefits made available under various labour laws.

iii) No workman shall at any time during the period of his service with the Company refuse to subject himself to medical examination by a duly authorised Medical Officer of the Company if the management is of the opinion that such medical examination is required and if the workman concerned is found unfit for further employment, he will be liable to be discharged from service, provided that the workman concerned will have the right to appeal to a Board consisting of three Medical Officers/Practitioners as may be constituted at the sole discretion of the Management and the decision of the Board in regard to fitness or otherwise for his continuance in employment shall be final.

Record of Age

a) The Company shall record the age of every workman. The following documents shall be deemed to be satisfactory proof of age at the time of entering the service:

i) Matriculation Certificate or equivalent in case of candidates who have passed Matriculation or equivalent or higher Examination.
ii) School Leaving Certificate (if the employee has attended the School and has not passed the Matriculation or equivalent Examination).

iii) Birth Certificate.

iv) Baptismal Certificate.

b) A workman who is unable to produce evidence of his age at the time of joining may make a written declaration before a First Class Magistrate and submit an affidavit to the effect that the age as stated by him is correct and the management will be free to accept or reject such affidavit as proof of age. The Company may refer to a competent Medical Practitioner to determine the age which shall be the age determined in accordance with the Rules.

c) The age of the workman as recorded with the Company at the time of his employment shall not thereafter be sought to be altered by the workman provided the workman concerned could prove to the satisfaction of the Management within one year from the date of employment that there has been a bonafide mistake in recording the age initially.

Address of the Workman

Every workman shall at the time of entering service in the Company furnish his permanent home address and local address. Any change in these addresses shall be immediately notified to the Management. Failure to do so will be treated as misconduct.

Any communication forwarded by the Management to his permanent and/or postal address given by the workman and recorded by the Management shall be regarded as sufficient compliance with the requirement of service of letters, memos, orders, directions, notices or other communication including memo of charges, duly addressed, stamped and posted.

Appeal

A workman on whom any of the penalties is imposed shall have the right of appeal to the authority notified in this behalf. The appeal shall be submitted with in 30 days of the receipt of the order of the punishing authority, and the appellate authority shall
dispose of the appeal within 30 days of receipt of the appeal.

Termination of Employment

i) The employment of any permanent workman may be terminated, by either party giving the other 30 days notice or by the Company on payment of 30 days wages in lieu of notice, provided, however, that the employment of such workmen as are found guilty of misconduct may be terminated by the Company in accordance with the provisions of these Standing Orders in which case the workman concerned will not be entitled to any notice or pay in lieu thereof.

ii) Subject to the provisions of the Industrial Disputes Act, 1947 any workman other than a permanent workman may leave or be discharged from service, without notice or pay in lieu of notice, in accordance with the terms of appointment, but the service of a temporary workman shall not be terminated as punishment unless he has been given an opportunity of explaining the charges of misconduct alleged against him in the manner prescribed in Standing Order No. 28.

Resignation

Employees other than those who have executed a bond to serve the Company for a specified period, who wish to leave the Company's service must give the Company the same notice as the company is required to give them under Standing Order No. 31.

Return of Tools etc.

Every workman who is discharged, dismissed removed or retrenched or a workman who leaves the services of the company shall before leaving the service of the Company, return any of the property or tools belonging to the Company issued or lent to him in connection with his employment in the Company. The cost of such property or tools not so returned shall be liable to be deducted from his pay/wages or other amounts due to him.

Publication of Written Articles

Subject to his legal rights, no workman shall publish or cause to be published an
article written by him or any matter whatsoever in any local or overseas newspapers, journal or other publication, without written permission of the management, provided that such permission shall not be necessary for the publication for articles which have no bearing on the affairs of the Company, which do not directly or indirectly affect the Company and for which writer does not get any remuneration.

Application for Employment

A workman seeking employment elsewhere outside Company shall forward his application through Management. The Management reserves the right to withhold any such application without assigning any reason.

Increment

The workman shall normally be eligible for increment as a matter of course at the end of the prescribed period. However, increment at the efficiency bar will be granted only if the past performance/records of the workman are considered satisfactory.

Leave to Apprentices/Trainees

Apprentices will be granted leave in accordance with the Apprentices Act, 1961.

Leave to Badlis, Substitutes & Casual Workmen

Leave to Badlis, Substitutes and Casual workmen, except to the extent provided by law applicable to the establishment concerned will not be entitled to any kind of leave and their wages will be deducted on any day on which they do not attend duty.

Certificate of Service

Every workman, on request, shall be furnished with a service certificate at the time of his dismissal/discharge/termination of his service, resignation or retirement.

Age of Retirement

The age of retirement shall be 58 years, provided that in exceptional case, extension not exceeding one year at a time be granted at the discretion of the management, if the employee is medically fit and mentally alert.
Grievance Machinery

Subject to any other right under the law all grievances of the employees shall be dealt with by the Grievance Machinery which is to be set up as far as possible on the lines of the Model Grievances procedure evolved by the Indian Labour Conference in 1958.

Liability of the Management

The General Manager or any other responsible officer nominated by him shall be held responsible for the proper and faithful observance of these Standing Orders.

Exhibition of Standing Orders

A copy of these Standing Orders in English and local language shall be posted on the main notice board and shall be kept in a legible condition.

Power of Different Authorities

All powers conferred on any employee of the Company under these Standing Orders shall also be exercisable by any other authority or employee of the Company superior to him.

Interpretation of Standing Orders

If there is any conflict between the Standing Orders in English and those in any other language or languages, the English version shall prevail and be followed.

3.3. PROVISIONS WITH REGARD TO FORMATION AND ALSO RECOGNITION OF TRADE UNIONS

Trade Unions render very useful services. They represent the wishes, sentiments and happiness/unhappiness of workers. In at least one sense they act as bridges between the employers and the employees. Considering the importance of trade unions in preventing industrial disputes, the management of Cachar Paper Mill follows the following practices regarding formation and recognition of trade unions.

3.3.1 As far Formation of Trade Unions is concerned, Cachar Paper Mill follows the provisions of Trade Unions Act in this regard. As per this act (see 4) "Any number of members of a trade union, being not less than the minimum number determined in accordance with the provisions of sub-section (1A) may, by subscribing their names of the rules of the trade union and by otherwise complying with the provisions of this Act with respect to registration, apply for registration of trade union." If more than half of the members, who apply for registration of the trade union cease to be the members of that trade union or disassociate themselves from the application by giving a notice to the Registrar before the registration is granted to the trade union, the application shall be deemed to have become invalid. In all other cases, i.e., when only half or less than half of the members cease to be members of the union, or disassociate themselves from the application for registration shall stand as valid.

The provisions of sub-section (1A) are as follows:

The minimum number of members of a trade union who may apply shall be —

(a) Where such trade union is a trade union of workmen which is not a federation of trade unions:

(i) If the aggregate of the number of workmen who are members of such trade union and the number of workmen eligible to be members of such trade union is 100 or less.

(ii) If such aggregate is more than one hundred, such number is equal to 10 percent of such workmen, or 100 whichever is less.
For the purposes of this Sub-section, the workmen who are eligible to be members of a trade union shall be all such workmen employed in the industry or industries with which the trade union is connected as are, in accordance with the rules of the trade union, eligible for admission as members of such trade union. (Mamoria, et al, 1997: 695-696).

3.3.2. APPLICATION OF REGISTRATION (Section-5)

An Application for registration of a trade union shall be sent to the Registrar. This application should be accompanied by a copy of the rules of the trade union and a statement of the following particulars, namely:

(i) The names, occupations, and addresses of the members making the application.

(ii) The name of the trade union and the addresses and occupations of the office-bearers of the trade union.

(iii) The titles, names, age, addresses and occupations of the office-bearers of the trade union and

(iv) A general statement of the assets and liabilities of the trade union, prepared in the prescribed form and containing such particulars as may be required, should be sent with application to the Registrar, where a trade union has been in existence for more than one year before making an application for its existence (ibid, P. 696).

3.3.3. PROVISIONS TO BE CONTAINED IN THE RULES (Section-6)

Every registered trade union is required to have written rules dealing with certain matters specified in Schedule II of the Central Trade Unions Regulation, 1938. These rules generally govern and determine the relationship between the trade union and its members. They also provide guidance for the internal administration of the trade union. The executive of the trade union is constituted in accordance with the provision of the Act.
To get itself registered, the trade union should provide the following information:

(i) The name of the trade union.

(ii) The whole of the objects for which the trade union has been established.

(iii) The whole of the purposes for which the general funds of the trade union shall be applicable, all of which purposes shall be purposes to which such funds are lawfully applicable under this Act.

(iv) The maintenance of a list of members of the trade union and adequate facilities for the inspection thereof by the office-bearers and members of the trade union.

(v) The admission of ordinary members who will be persons actually engaged or employed in any industry with which the trade union is connected, and also the admission of the number of honorary or temporary members as officers to form the executive of the trade union.

(vi) The payment of a subscription by members of the trade union which shall not be less than 25 paise per month per member.

(vii) The conditions under which any member shall be entitled to any benefit assured by the rules and under which any fine or forfeiture may be imposed on the members.

(viii) The manner in which the rules shall be amended, varied or rescinded.

(ix) The manner in which the members of the executive and other officers of the trade union shall be appointed and removed.

(x) The safe custody of the funds of the trade union, and annual audit, in such manner as may be prescribed, of the accounts thereof, and adequate facilities for the inspection of the account books by the officers and members of the trade union and,

(xi) The manner in which the trade union may be dissolved (ibid, P. 696-697).
3.3.4. **POWER TO ASK FOR ALTERATION OF NAME AND FURTHER CLARIFICATION (Section-7)**

The Registrar of Trade Unions is empowered to ask the union to alter its name, if it is identical with that of any registered union. He may refuse to register such a union until required alteration has been made. Further, he may ask for any type of information which he finds necessary for the purpose of seeing that the application duly complies with the provisions of Sections 5 and 6 of the Act (ibid, P. 697).

3.3.5. **REGISTRATION (Section-8)**

The Registrar on being satisfied that the trade union has complied with all the requirements of the Act in regard to registration, will register the trade union within a period of sixty days from the date of such compliance, by recording its particulars in a register to be maintained in such form as may be prescribed. (ibid, P. 698).

3.3.6. **CERTIFICATE OF REGISTRATION (Section-9)**

The Certificate of Registration is issued by the Registrar of Trade Unions on registering a trade union which shall be a conclusive evidence of the fact that the trade union has been duly registered under this Act.

With respect to registration, the primary function of the registrar is to examine the application made to him for registration and look at the objects of the union for which it may be formed. On compliance of the statutory conditions laid down in the act, he grants a certificate of registration to the union. (ibid, P. 698).

The management of Cachar Paper Mill allows to function all the registered trade unions in its plant. However, it accords the status of recognised union(s) to only those union/unions which has/have (combinedly) secured (through secret ballot) the following of more than 51% (percent) permanent workers of the plant. At present Cachar Paper Project Workers' Union affiliated to INTUC and Cachar Paper Mill Mazdoor Sangh affiliated to BMS are the two unions which are recognised by the management of Cachar Paper Mill, because the combined following of these two is more than 51%
The term for recognition of Trade Union(s) in Cachar Paper Mill is three years. Need not to say that it is only the recognised trade union(s) which is/are entitled to put signature on behalf of the workers on any agreement over which the management and the union(s) have reached an agreement after discussions and negotiations.

However, the management of Cachar Paper Mill does not ignore fully those trade union(s), who because of its poor following in the plant, could not attain the status of a recognised trade union but still have got a following of more than 25% (percent) of the workers. Such a union is accorded the status of a bargaining agent. The management invites such a union also, apart from the recognised ones, for discussions and bargaining.

In Cachar Paper Mill, the following unions have been given the check-off facility for collection of membership subscription. One of the purposes of implementing check-off system by the management of Cachar Paper Mill is to cross-check and verify the actual membership of all the unions operating in the plant.

Source: Provided by Dy. Manager, I.R. Section, P&A. Deptt., C.P.M.

### TABLE NO. 3.3

#### CHECK-OFF SYSTEM

<table>
<thead>
<tr>
<th>Name of unions</th>
<th>Year of Formation</th>
<th>No. of Workers</th>
<th>Check-off system</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cachar Paper Project Workers' Union (Affiliated to INTUC)</td>
<td>1985</td>
<td>414 (37.71)</td>
<td>Check-off system</td>
</tr>
<tr>
<td>Cachar Paper Mill Mazdoor Sangh (Affiliated to BMS)</td>
<td>1989</td>
<td>309 (28.14)</td>
<td>Check-off system</td>
</tr>
<tr>
<td>Cachar Paper Project workers &amp; Employees' union (Not affiliated to any Central or Regional Trade Union)</td>
<td>1984</td>
<td>298 (27.14)</td>
<td>Check-off system</td>
</tr>
</tbody>
</table>


Note: (i) Number of Non-Members (workers) is 45 (4.1% of the total workforce).

(ii) Cachar Paper Project Mazdoor Union (C.P.P.M.U.) affiliated to C.I.T.U. did not approach to management for check-off facility. Its membership is 32 (2.91%).

(iii) Figures in parentheses indicate the percentage of union members.
3.3.7. THE PROCEDURE FOR ELECTION FOR RECOGNITION OF TRADE UNION(S) IN CACHAR PAPER MILL

The responsibility to organise the election for the purpose of recognition, lies on the shoulders of the Regional Labour Commissioner. He is the sole authority to conduct the election. He generally nominates the District Labour Officer or any other officer of the Labour Department to conduct the election regarding the recognition of Trade Union(s) in the Mill. Such a nominee of the Regional Labour Commissioner then consults both the management and the Trade Union Leaders for the matter of election. He then fixes the closing date for receiving nominations from the candidates for election. He then fixes a date for holding the elections. He notifies the closing date in advance to the unions concerned. Such a notice is required to be given a wide publicity. The notice shall specify the terms and conditions of management for recognition and the rules and regulations etc., for election. The nomination papers should be submitted in a prescribed form. All nomination papers are then delivered to the election officer/authority. He then scrutinises these in the presence of the registered union/unions on the day following the closing date. He declares the time of voting, date, casting process & venue etc. All permanent workers cast vote for his/herself through the secret ballot paper in the Ballot Box.

Counting of the casted votes is conducted very confidentially and in an appropriate manner. The process of general election of the country/state is followed while counting. The proxy / nominee of the Regional Labour Commissioner is also the returning officer for election. Finally, he declares the result of the election. All expenditures in this connection are borne by the management.

Source: Provided by Dy. Manager, I.R. Section, P&A Deptt., C.P.M.

3.4. LABOUR WELFARE FACILITIES

History of Industrial Disputes in developing countries like India reveals that a lot many such disputes had taken place because of either lack of welfare facilities or poor welfare facilities provided to workers. Understanding the importance of welfare facilities, the Governments and also the industrial managements accepted in principle
the necessity of welfare facilities to be provided to industrial workers. Since all kinds
of welfare facilities cannot be provided by all the industrial houses / managements to
its workers, the same have been grouped into two categories viz. the statutory and non-
statutory. To the question that why cannot all the welfare facilities be provided by all
the industrial managements to its workers, the reply lies behind the fact that Labour
Welfare is flexible and elastic and differs widely with time, region, industry, social
values and customs, degree of industrialisation, the general socio-economic
development of the people and the political ideologies prevailing at a particular time. It
is also moulded according to the age-group, sex, socio-cultural back ground, marital
and economic status and educational level of the workers in various industries. Keeping
mainly the above factors in mind, the minimum welfare facilities which are to be
provided to workers and the paying capacity of the poorest industrial house, various
Governments have made certain statutory provisions in this regard. The facilities which
as per law are to be provided compulsorily, are known as statutory welfare facilities.
The facilities which though are not to be provided compulsorily, yet a management
feels can help it in maintaining better industrial relation climate, fall under the category
of voluntary welfare facilities.

Like any other public sector unit in the country, the Cachar Paper Mill also provides
a good number of quality, efficient, and prompt welfare facilities to its workers not
only with an intention to prevent industrial disputes in the unit and to win the confidence
of the workers but also for their actual well being. Such facilities are as follows:

3.4.1. THE STATUTORY WELFARE FACILITIES

(i) Arrangement for Drinking water.
(ii) Washing and bathing facilities.
(iii) Latrines and Urinals.
(iv) Canteens and Rest Rooms.
(v) Health Services including Ambulance and First Aid facilities.
(vi) Safety measures including safety shoes, coat, etc.
(vii) Administrative arrangement for the welfare of employees.

(viii) Uniforms and protective clothing.

(ix) Shift allowance.

(x) Spittoons etc.

3.4.2. THE VOLUNTARY WELFARE FACILITIES PROVIDED BY CACHAR PAPER MILL ARE AS FOLLOWS

(i) Social insurance measures including gratuity and contributory Provident Fund.

(ii) Maternity Benefit.

(iii) Benevolent Funds like Death Relief Fund.

(iv) Medical Facilities including programmes for physical fitness and efficiency, family planning and child welfare.

(v) Educational Facilities (including transport services to children of workers).

(vi) Housing Facilities like quarters.

(vii) Recreational Facilities (including sports, cultural activities and library).

(viii) Leave Travel Facilities.

(ix) Co-operative Society including thrift societies.

(x) Transport services to workers & executives from and to different places like from and to Silchar, Karimganj, Hailakandi, and Township of the Mill.

(xi) Hospital in Township.

(xii) Big Market complex in Township.

(xiii) Swimming Pool in Township.

(xiv) Training Facilities for different levels of employees.

(xv) L.P. Gas facilities for employees of H.P.C.

(xvi) Hostel Facilities.

(xvii) Guest House.
(xviii) Officers' club in Township.
(xix) Ladies' club in Township.
(xx) Earned Leave Facility.
(xxi) Leave Encashment Facility.
(xxii) Over Time Facility.
(xxiii) Maternity leave for female workmen.
(xxiv) Grievance boxes and suggestions boxes.
(xxv) Woollen clothing in winter season and rain coats for employees in rainy season.
(xxvi) Allotment of 200g coconut oil and 400g molasses every month for every technical worker.
(xxvii) Helmets to technical employees.
(xxviii) Conveyance allowance to employees (For using self vehicle),
(xxix) Advance for house construction, sister's or daughter's marriage and other such important obligations.
(xxx) Reimbursement of conveyance expenditure.

As far the availability of Labour Welfare Officers is concerned the Cachar Paper Mill has not appointed any such officer. As clarified by the management, the jobs to be done by Labour Welfare Officers are done is Cachar Paper Mill by Personnel Managers. In addition to Personnel Managers, one safety manager's services are also available to workers, who ensures the implementation of minimum safety discipline.

The arrangement for drinking water exists adequately in different places of work.

In Cachar Paper Mill, there are two canteens for rice meal and three canteens for tea and snacks. Out of these canteens, one rice meal canteen and one tea & snack canteen are attached to the administrative building for providing the effective service to workers and executives of the Mill. Other canteens are attached to plant for providing the service to workers and executives.
All categories of employees are to pay subsidised coupons in lieu of cash as cost of meal and tea/snacks.

The number of rest rooms is 12 (twelve). One Health Service Centre which provides service round the clock is attached to plant which apart from other things is studded with the First Aid Boxes and an Ambulance.

There are two educational institutions for the children of employees, one is Central School and the other is Stepping Stone School which are established in the vicinity of the Mill. Both the schools carry out a good number of educational and cultural activities every year.

In Cachar Paper Mill, there is a good arrangement of quarters for its workmen and executives. The total number of quarters is 923, out of these, 859 quarters are allotted to workmen and executives and remaining quarters are allotted to Central Industry Security Force (CISF).

Transport and conveyance facilities available to employees and executives are as follows:

(i) 2 (two) Ambulances for emergency Service,

(ii) 3 (three) Taxis (Ambassador),

(iii) 10 (Ten) Buses, &

(iv) 11 (Eleven) other Vehicles.

In Cachar Paper Mill, there is a big Medical Unit for providing large scale service to its employees. Sixteen beds are available in this hospital. The total number of Doctors is six, Matron one and Nurses, Compounders, Dressers, Helpers Cleaners & Sweepers etc., are 28 in this Hospital.

Similarly, in the Mill, there is a Training Cell which conducts the training programmes for different departments at different times. The training is conducted by the Assistant Manager of the Training Cell.
Hindustan Paper Corporation Ltd. has provided to its employees Liquefied Petroleum Gas (L.P.G.) in the Township from Indian Oil Corporation (IOC) [Assam Oil Division] (AOD)]

Source: Collected from Management, (various sections), P & A, Deptt., C.P.M.

3.5. COUNSELLING TO WORKERS

Counselling to workers is required for various reasons. The important amongst these are to reduce the amount and dimensions of conflict between the aim(s) of a worker’s life and the aim(s) of the industrial organisation, to provide a comparatively better exposure to an average worker, the need to guide, motivate, encourage, console and win the confidence of a worker and make the workers acquaint with the rules, regulations, statutes and provisions etc., with regard to wages and other emoluments, security of service and service conditions and working and living conditions. History of industrial relations in organisations reveal that, otherwise known as a small contributor to the harmonious industrial relations, counselling to workers has been responsible for many turn around situations, as far industrial relations climate is concerned. Understanding the importance of counselling to workers the management of Cachar Paper Mill tries to provide the services of personnel managers and safety manager to its workers. The safety manager of the plant provides the counselling to workers with regard to safety aspects which include adherence to safety rules, proper use of safety appliances and appropriate handling of machine and tools. Besides, the safety manager tries to have feedback from workers from time to time with regard to safety matters, so that not only a composite picture of safety in the plant could be evolved but also, if necessary and possible, a refinement in the safety system could be brought. Not to say that the safety manager satisfies the queries of workers and also motivates and persuades them to follow the safety norms in the shop/plant. On matters other than safety there are personnel managers and heads of the departments/shops who provide counselling to workers.
3.5.1. THE FOLLOWING ARE THE IMPORTANT FEATURES OF COUSELLING IN CACHAR PAPER MILL

With the help of counselling:

(i) Maintenance of better industrial relations in the organisation:

(ii) Avoidance of prolonged and unauthorised absenteeism;

(iii) Creating an awareness among the workers about various rules, regulations and statutes of the organisation which may affect them and also about the policy of the organisation;

(iv) Improving the relations with officers, subordinates and peers;

(v) Trying to solve even those personal problems of workers which might be capable of affecting their employment life;

(vi) Maintenance of better discipline in the organisation which, apart from other things, include counselling on matters like habit of gambling, playing cards, drinking wine, loitering, wasting time, gossiping, regularly lending or borrowing money and other such malpractices;

(vii) Improving efficiency and performance which may finally lead to better performance rating under the performance appraisal system of the plant and improvement in industrial productivity of the plant;

(viii) Motivating workers to reorient their goals and values in such a fashion which are not in contradiction with the goals and values of the organisation, rather supplement them;

(ix) Trying to help the workers in understanding their job in a better manner so that they draw full job satisfaction;

(x) In making the workers understand the importance of two ways communication because that helps the workers to avoid misunderstanding and confusion and the management to guage the workers mind appropriately and timely.

Source: Provided by Managers and Dy. Managers (various sections), P&A deptt., C.P.M.
3.6. PROVISIONS REGARDING COLLECTIVE BARGAINING

Collective Bargaining is the technique that has been adopted by the unions and the managements to reconcile their conflicting interests. Collective Bargaining plays a significant role in improving labour-management relations and in ensuring industrial harmony. These help a lot in promoting a better understanding of each other's point of view as well as the problems confronting them. Although all major differences may not always be sorted out, collective bargaining helps in resolving out many minor differences, and there are many instances in which even major disputes have been settled without any work-stoppage or outside intervention. It is a process of negotiation and other related pressure tactics (like, threats and counter threats) adopted by the management and the organised workers represented by their union in order to determine the terms and conditions of employment. Its agreement now covers the issues such as wages, bonus, overtime, paid holidays, paid sick leave, safety wear, production norms, hours of work, performance appraisal, workers' participation in management, hiring, fixing of job evaluation norms, and modernisation.

3.6.1. THE GLIMPSES OF COLLECTIVE BARGAINING IN CACHAR PAPER MILL

The growth of collective bargaining at Cachar Paper Mill is closely associated with the formation of the first trade union in 1978. That is very much before the actual Mill construction. There were hardly 4/5 workers on permanent role in the Mill. But at a later date for survey and other incidental works about 29 workers were engaged by the management on casual basis. These workers had formed a union and had registered the same as per the provisions of the Trade Unions Act 1926. The primary demands of the workers at that time were:

i. Regularisation of service on permanent role.

ii. Wage determination of casual workers.

iii. Facilities of house accommodation.

iv. Others included early commencement of construction works.

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The management commenced the construction works with effect from mid 1979. The Trade Union movement then took a different shape. With this change, i.e., the demands of the workers, recruitment of personnel started only from the last part of 1979. All the casual workers' services were regularised. Erectors from outside Assam were required to be provided with the fast progress of construction work and also gradual induction of personnel both direct, i.e., under the Mill as well as indirect, i.e., those working with contractors and erectors. The complexities of human aspects also increased gradually. The demands of the union then got extended as under.

i. Medical facilities,
ii. House accommodation,
iii. Uniforms,
iv. Allowances,
v. Compensation,
vi. Working hours,
vii. Transport facilities,
viii. Drinking water,
ix. Protection of hazards and
x. Others.

The form of collective bargaining, therefore, took a new dimension also due to the pressing demands by the union for union recognition. Almost at this time the union got divided into two. One fraction of it managed an affiliation with INTUC in 1984. The management had recognised the earlier union on the basis of the membership strength. The management itself felt the necessity of collective bargaining agents for workmen in order to negotiate on all vital issues like wage revision as well as certification of standing orders. The process of collective bargaining was gaining importance as an effective tool for negotiation and settlement. There were occasions, when negotiations were held but no settlement could be arrived at. Even in these circumstances, process of negotiation continued and later many issues were resolved.
The Collective Bargaining at Cachar Paper Mill should not only be associated with the major issues concerning workers long term interests, it is rather a continuous process practised at this organisation. Even minor issues of workers interests are resolved through the collective bargaining process.

In course of time, two more unions were formed in the Mill. All the four Trade Unions practised the negotiation and settlement process for fulfilment of their respective demands.

Like trade unions, i.e., the representatives of workers, there is an association to bargain on behalf of the officers and supervisors too in this organisation. This association uses to take up the issues of officers and supervisors with the management and tries to resolve the matters of conflict through discussion and bargaining. This association was formed in 1995-96.

There is a substantial number of workforce engaged at Cachar Paper Mill as contract labour. The contract labourers are engaged in vital jobs at this Mill and are complementary to the permanent workers.

In fact it is this importance of contract labourers that the credit to form the first union in 1978 in Cachar Paper Mill (even before the unit came into being) goes largely to these workers. Of course later the union got divided on the lines of contract workers' union and permanent workers' union, finally owing an affiliation to INTUC.

The issues which concern the contract workers are as follows:

i. Regulation of wage structure including rates.

ii. Abolition of contract labour system.

iii. Leave benefit.

iv. Working hours.

v. Canteen facilities.

vi. Protection against exploitation by contractors.
vii. Protection against unilateral disengagement.

viii. Medical facilities.

ix. Transport facilities and

x. Others.

As the contract workers also maintain a very vital position in the process of production and enjoy support from the Government and the judiciary, the management of this organisation has always been sympathetic to their demands, and in fact acted as principal employer and got settled many issues between them and contractors. The first such settlement had been made between the contractors (employers) and the trade union of contract workers in 1980 on the wage payment structure on the basis of incentive rate for those contract workers who were attached to product warehouse. Thereafter many settlements were arrived at between the contractors and contract labourers' trade union on different issues like:

i. Issue of attendance cards and wageships to the workers.

ii. Maintenance of proper payment register.

iii. Disbursement of payment at work site.

iv. Disbursement of payment in presence of principal employer's representative, i.e., management of the mill.

v. Earning payment of minimum rate of wages fixed by the Labour Commissioner Assam.

vi. Maintenance of proper Provident Fund (P.F.) records.

vii. Stop disengagement of workers at the sweet will of the contractors.

viii. Issue of safety equipments.

ix. Medical Assistance on duty accidents and

x. Others.
Collective Bargaining in Cachar Paper Mill is thus a continuous process. Besides, formal negotiations for settlement of wage and pay packets, the workers' representatives used to hold discussion for fulfilling their demands even on day to day issues in an informal manner.

The pay structure of the workers is finalised centrally after a lot of bargaining at an interval of four years at the Head Office of Hindustan Paper Corporation Ltd., Calcutta and the benefits are extended to the workers of both the units of Hindustan Paper Corporation Ltd. i.e. Cachar Paper Mill and Nagaon Paper Mill.

After the finalisation of wage structure through negotiation, the management and the recognised unions put the signature on Memorandum Of Understanding. This Memorandum Of Understanding is thereafter made available before the conciliation officer(s) if and when so required.

Source: Provided by Dy. Manager, I.R. Section, P&A Deptt. C.P.M.

3.7. GRIEVANCE HANDLING PROCEDURE

History of industrial disputes reveal that numerous disputes could have been prevented had a well devised system of Grievance Handling procedure been in existence and practice.

The term "grievance" is used to designate claims by workers of a trade union concerning their individual or collective rights under an applicable collective agreement, individual contract of employment, law, regulations, work rules, custom or usage. Such claims involve questions relating to the interpretation or application of the rules. The term "grievance" is used in countries to designate this type of claim, while in some other countries reference is made to disputes over "right" or "legal" disputes. (Mamoria, et al 1997: 462)

"A grievance is any discontent or dissatisfaction, whether expressed or not, whether valid or not, arising out of any thing connected with the company which an employee thinks, believes or even feels to be unfair, unjust or inequitable." (Mamoria, et al 1996: 828).
A grievance, on the other hand, is simply a complaint which has been ignored, over-ridden or, in the employee's opinion, dismissed without consideration and the employee feels that an injustice has been done, particularly when the complaint was presented in writing to a management representative or to a trade union official. (ibid P. 828).

A grievance is "any dissatisfaction or feeling of injustice in connection with one's employment situation that is brought to the notice of the management." (ibid, P. 828).

The International Labour Organisation defines a grievance as "a complaint of one or more workers in respect of wages, allowances, conditions of work and interpretation of service stipulations, covering such areas as overtime, leave, transfer, promotion, seniority, job assignment and termination of service." (ibid, P. 828).

The National Commission on Labour, "complaints affecting one or more individual workers in respect of their wage payments, overtime, leave, transfer, promotion seniority, work assignment and discharges constitute grievances." (ibid, P. 828).

Understanding the importance of a grievance mechanism, the management of Cachar Paper Mill has developed a Grievance Handling Procedure which contains in it three stages. This Grievance Handling Procedure has been in practice in Cachar Paper Mill for the last many years. The details of it are as follows:

**Grievance Procedure for Cachar Paper Mill / Project**

**3.7.1. OBJECTIVE**

To lay down the procedure and machinery for the ventilation and prompt redressal of the day to day grievances of the employees of Cachar Paper Project of Hindustan Paper Corporation Ltd.

**3.7.2. SCOPE**

i. The grievance procedure outlined below will apply to employees in non-executive cadre (Class III and Class IV).
ii. The individual grievance may relate to salary payment and deductions therefrom, leave and leave travel concession, payment of advanced, recoveries on any account, CPF, seniority and promotion, etc.

iii. This procedure shall not apply to any grievance arising out of discharge or dismissal of an employee.

iv. Grievance of collective nature or those which have wider repercussions shall fall outside the scope of this procedure.

v. An employee in taking this procedure may refer his grievance within 15 days of the date when the grievance arose.

3.7.3. GRIEVANCE PROCEDURE

The procedure to be followed by an aggrieved employee for presentation of a grievance and processing for its settlement is detailed below.

Stage - I

i. An aggrieved employee shall first present his grievance in writing in the prescribed form (Form-I) to his Head of the Department.

ii. The Head of the Department will fix a date within fifteen days for considering such grievance. He will give the aggrieved employee(s) personal hearing and intimate the date of such hearing to the concerned employee(s) in advance. Where necessary, he will take the assistance of the Finance Deptt., and/or a representative of the Personnel Department at the time of hearing. He will record his decision on the grievance which shall be communicated to the employee in writing within three days of hearing.

Stage - II

iii. If the employee is not satisfied with the decision of the Head of the Department or fails to receive the reply within 3 days of the hearing, he may represent his grievance in writing in Form No. II within 10 days from the date of hearing given by the Head of the Department to the Secretary, Grievance Committee.

iv. All such grievances to the committee will be entered in register maintained for the purpose. The Secretary of the Grievance Committee will place the matter before the Committee after collecting full facts within 15 days of the receipt
of the grievance. The decision of the Grievance Committee will be communicated to the aggrieved employee within seven days from the date of decision.

v. Unanimous decision of the Grievance Committee shall be binding on the management unless there is any genuine mistake in interpreting company rules.

vi. In the event of difference of opinion between the members of the Committee, the grievance with full facts will be placed before the General Manager, whose decision will be final.

Stage - III

vii. If an employee is not satisfied with the decision of the Grievance Committee he may still make an appeal to the General Manager in the prescribed Form No. III within seven days of the receipt of the decision.

viii. All such cases of appeal will be entered in a Register maintained by the Secretary who will submit the case to the General Manager within seven days from the date of receipt of the grievance. The General Manager if he desires may give personal hearing to the aggrieved employee.

ix. The decision of the General Manager, which shall be final and binding, will be communicated by the Secretary to the aggrieved employee within one week of the decision.

3.7.4. CONSTITUTION OF GRIEVANCE COMMITTEE

The Grievance Committee shall comprise of three representatives each of the management and the employees and will be notified by the management from time to time.

3.7.5. REPRESENTATIVES OF EMPLOYEES

If there is a recognised union, the employees representatives on the Grievance Committee shall be nominated by such union.

If there is no recognised union, the registered trade unions functioning in the Project shall give an agreed list of employees' representatives who shall be on the Grievance Committee.
3.7.6. **MEETING**

The Grievance Committee shall meet once in a month or earlier, if necessary. Two members representing the management and two members representing the employees shall constitute a quorum for a meeting of the committee.

3.7.7. **MISCELLANEOUS**

i. If the grievance arises out of an order given by the Management/Superior Officer such an order shall be complied with before the employee concerned invokes the procedure laid down herein. If, however, there is a time lag between the issues of an order and its compliance, the grievance procedure may be invoked but the order nevertheless must be complied with within the due date.

ii. Any employee who has to leave his place of work to have his grievance redressed in accordance with the procedure stated above shall obtain the permission of his superior officer to do so. Such permission shall ordinarily be granted except in exceptional cases where it is not possible to do so in the exigencies of work. The time spent by employees in this connection shall be treated as on duty.

iii. Where any employee has taken up a grievance for redressal under this procedure, a formal conciliation machinery shall not intervene till all steps in this procedure are exhausted. A Grievance shall be proclaimed to assume the form of a dispute only when final decision of the management in respect of the Grievance is not acceptable to the employee.

3.7.8. **INTERPRETATIONS/AMENDMENTS**

In the event of any doubt/dispute in regard to the interpretation of any of the aforesaid provisions, the decision of the General Manager will be final and binding on all concerned.

The General Manager shall be empowered to amend/supplement this procedure and to issue any administrative instructions in pursuance thereof.

Source: Provide by Dy. Manager, I.R. Section, P&A, Deptt., C.P.M.