

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

CR/142/2018-19

Garment and Textile Workers Union

: First Party

AND

The Management of
Avery Dennison (India) Pvt Ltd.

: Second Party

REJOINDER TO THE OBJECTIONS FILED BY SECOND PARTY

The first party have named above states as follows.

1. It is submitted that all the averments made are specifically denied as false and misleading. The Second Party has made baseless and false claims without any substance whatsoever, and the same is denied herein.
2. At the outset, it is important to point out to the fact that the First Party Union is the majority Union in the Second Party. The First Party had submitted letter to the second party management on 11.07.2018 as they are the majority union having 277 workers as members out of 463 blue collar permanent workers. It is submitted that 222 workers have submitted their individual request letters to the second party to stop check off deductions from their salary to ADWU from June 2018 itself.
3. It is submitted that out of 463 permanent blue collar workers, a considerable number of workers from ADWU which was recognised by the management, including its office bearers President, General Secretary, Joint secretary and Treasurer, who have been resigned ADWU in the month of June 2018. Thus it is clear that, ADWU is a minority

union in the second party company and also at the time of the dispute. In light of the same, the reliance being placed on a purported meeting held is without any basis and Clearly shows the unfair labour practices being carried on by the second party.

4. Section 9A r/w Schedule IV of the Industrial Disputes Act, 1947 clearly show that In respect of Hours of work and rest intervals and Leave with wages and holidays, notice is required before change of service condition. The second party not having given such notice is in clear violation of Section 9A of the ID Act. In fact the second party has admitted to such violation in their reply.
5. Without prejudice the above contents the first party is going through with each Para of the objections filed by second party
6. Regarding para 1, 2& 3: It is reiterated that the dispute is maintainable.
7. Regarding para No. 4: It is submitted that, the wage settlement has concluded in March 2019. As stated above, considerable members of ADWU including their office-bearers resigned from ADWU and joined GATWU in the month of June 2018 itself. The same was also informed to the second party management by workers through individual letters. It is very clear that the First Party Union is a majority, and thus the second party management had no authority to discuss with the ADWU, which is a minority union, regarding the service conditions of all workmen.
8. Regarding para No. 5: It is submitted that, the second party has granted 11 days as national and festival holidays for more than 12 years, and 25th December, 2018 has been included in the same as admitted. The same forms part of the service conditions of the employees which cannot be unilaterally modified.

9. Regarding para No. 6: The averments in this para are false and legally untenable. In regard to the purported meeting mentioned in this para, it is denied that such a meeting took place. Additionally, at the time of dispute, ADWU was in the position of minority union. The second party was well-aware that the First Party Union was the majority union. The First Party Union has also raised the fact that the ADWU was an employee sponsored union and has no legitimacy. In light of the same, the second party could not have held such a meeting in respect of shifting the holiday from 25th December to 1st Jan 2019, and the meeting minutes (annexure -C) has no legal standing whatsoever. Pertinently even the meeting minutes produced don't mention what capacity the workmen attended the same in, and it is clear that none of them are even office-bearers.
10. Regarding para no.7: The averments in this para are false and legally untenable. Section 9A r/w IV Schedule makes it abundantly clear that such change of service conditions cannot take place except in accordance with the procedure mandated therein, which has admittedly not been followed. Hence, the averments made are without any basis. Further, as stated above, at the time of dispute, the First party was the majority union in second party company, and ADWU was a minority union. In light of the same, the second party could not have held such a meeting in respect of shifting the holiday from 25th December to 1st Jan 2019, and the meeting minutes (annexure -C) has no legal standing whatsoever.
11. Regarding Para no. 8, 9 and 10: It is reiterated that the First Party Union is the majority union.
12. Regarding para no. 11 and 12: The averments made herein are false and legally untenable. It is reiterated that the festival holiday has been changed without any prior information. In fact the First Party Union also brought to the attention of the second party that such unilateral change

was illegal and ought not to be done vide letter dated 22.12.2018. However, the second party conveniently ignored the same. Further the statement of second party that a large no. of workmen have attended the duty on 25th is a false statement. Out of 583 workmen, with 463 permanent workers, and with 120 contract workers, only 136 workmen have attended work on the said day. The statement that the dispute is raised to harass the second party is false and in fact the manner in which the service condition was changed and members of the First Party Union show that it is the second party, which is victimizing workers for joining the First Party Union.

In light of the above, it is abundantly clear that the second party has violated Section 9A of the industrial Disputes and hence it is necessary that apart from ensuring that the illegal deduction of the wages of the workers, necessary action be taken against the second party for such violation.

Place: Bangalore

Date: 23.07.2019

Prathul

FIRST PARTY UNION