

SHAHER SUDHRAI KARMACHARI MANDAL,
Snaskar Kendra, ... Upleta.

UPLETA,
18th August, 1963

To,
The General Secretary,
Maha Gujarat Trade Union Congress,
Opp. Wadi, Vaida Pole, B A R O D A.

Dear Comrade,

Re: Your intervention in the dispute
between the employees of Upleta
Municipality and the Municipality.

It was unfortunate for me not to have been able to come to Upleta during the days yourself and Com. Haroo Mehta proceeded to Upleta to intervene in the dispute between the Upleta Municipality and workmen employed under it because I had been to Bombay for my treatment.

On my return I felt happy when I learnt that you could arrive at a settlement with the Municipality and also felt some relief that ultimately the stiff attitude taken by the Municipality had been discarded by them and negotiated settlement was there.

However, I felt much shocked on receipt of the copy of the settlement from the Union and I was at a loss to understand how could we agree to the said terms and conditions of the settlement when we know that in many of the recent decisions the Industrial Tribunals in Gujarat have awarded better service conditions and I also felt that there was some misunderstanding about the spirit of the demands or, to be candid and with all respects to your experience and sincerity, that you had been misled by members of the Municipality.

As you know, the union is affiliated to A.I.T.U.C. and the Municipality is controlled by members of the Communist Party of India.

In the initial period of this Board of the Municipality, when Com. Chiman Mehta was the Chairman of the Municipality, the attitude of the Municipality was co-operative and the relationship was smooth and cordial. It was under those circumstances that a settlement was arrived at with the Municipality on 11th January, 1959, providing a machinery under which all the disputes may be settled by negotiations within a specified time and failing which the same should be referred to Industrial Tribunal for adjudication under the provisions of Sec.10(2) of the Industrial Disputes Act, 1947.

I do not feel the necessity of refreshing your memory that during June, 1960, when the Municipality was putting up all the possible hurdles in the implementation of the Award in the matter of Reference (IT) No.5 of 1960 and misinterpreting the same, and when all the avenues of settlement had been exhausted you had to run down to Upleta for the same and also regarding the matter of reinstatement of Com. Himat Joshi the General Secretary of the Union whom the previous Board of the Municipality had victimised and in connection of whom it was rather a difficult task to get a reference from the Government and ultimately when it was referred the Hon'ble Industrial Tribunal of late Shri N.L. Vyas awarded his reinstatement with fullback wages on the plea of victimisation being proved before the Tribunal in the Reference No.(IT-G) 45 of 1960.

Not only that, but the general attitude of the Municipality, especially after Com.Chiman Mehta resigned from the Presidentship of the Municipality, has been hostile to the justified and reasonable aspirations of the employees. I would not hesitate to state that the union has always tried to take reasonable and proper attitude towards the municipality which is constituted of progressive elements and that is especially why that even under the conditions where the Law of the Land was being violated, even when there was a open and arbitrary breach of the provisions of the Award the Union did not proceed forth by complaining to the Implementation and Evaluation Committee or to the State authorities for violation of the law. That is especially why the union did not lose patience even though the Municipality is still dodging the payment of overtime wages to two of its employees who are entitled to receive them with effect from 1-1-60 despite the fact that there is an Award and a settlement for payment of over-time wages to those who work more than 8 hours (settlement dated 29-8-58 vide Municipal Outward No.764).

Further, the attitude of Shri Batuk Desai, once upon a time our colleague on the trade union front at Ahmedabad and at present a co-opted member of the Municipality who is also the ~~Chairman~~ member of Committee for Trade Union Relations, who is a virtual boss of this Municipality, has been most unco-operative and negative even when compared with private capitalist employers, has been insulting and most neglective of the recognised, (officially recognised by the Municipality vide their Outward No.873 dated 8-10-1958). I hope you shall kindly excuse me for the epithets, but I do not believe in beating about the bush and I shall be doing injustice to my conscience if I fail to express my honest, frank and sincere feelings. To illustrate the attitude I shall narrate my own experience. When I was visiting Upleta in connection with certain disputes connected with the Municipality and when the Municipality was preintimated of my arrival to Upleta on 23-5-61 when I sent a message to Shri Desai about my intention to discuss the dispute with him, I was informed that he would be willing to meet me as an individual but would not be willing to meet in connection with the Union ! Moreover, on 26-6-63 when I was urgently summoned to Upleta by the workers, and when I visited the Municipal office to discuss the problems with the Chief Officer of the Municipality, the Chief Officer, at the instance of the Vice President of the Municipality Com. V.D.Chavda, issued a circular to summon the Trade Union Relations Committee upon which two members of the said committee arrived at the Municipal Office Shri Desai communicated that he had no time to attend the meeting on that day and that the same could be convened next day, though I think he knew that it was impossible for me to wait for one day more as I was proceeding for Arbitration Proceedings, and in the result no discussions could be held.

Would it not be a mirror-like reflection of the attitude of our erstwhile comrade Desai if I venture to put it on record that he had the nerve to state before one of our nearest sympathisers and our ex-Secretary of the Upleta Unit of the C.P.I., that he would not accept the arbitration even of Com.Dange in the dispute pending before them!

However much our comrades participating in the negotiations and the outcome thereof the settlement dated 3-8-1963 may rejoice, the ultimate developments speak unequivocally of the intentions of the Municipality. Here, I would like to reiterate that by word 'Municipality' I refer in general the attitude of Shri Batuk Desai, without whose consent and agreement no leaf can move in this municipality.

The settlement, or should I term it a 'so-called' settlement? - was arrived at on 3-8-63. By 9-8-63 the first orders of transfers were issued by the Municipality. The President of the union was virtually demoted changing his service conditions in that he was working as Office Octroi Clerk where he had to work for 6 hours a day according to scheduled working hours and used to enjoy all the holidays under the Negotiable Instruments Act, was transferred to work as Octroi Naka-clerk where he has to put-in 8 hours of work a day and is not eligible to all or any holidays. Another member of the Executive Committee of the Union Com. Ramphai Ambabhai whose designation was of Octroi Sub-inspector has been allotted the duties of Octroi Office clerk which is practical demotion of the post. There are other active workers of the union who too have been transferred: one from Water-Works Mukkadam to Garden Coolie, one Bill clerk has been transferred to Octroi Naka-clerk affecting his working hours and leave facilities as explained above. Three watchmen have also been transferred, and to add to the insult and victimisation, today on 18th one wireman namely Baburao Mavji who was under probation for more than 1½ year and was actively working for the union, and with whose services the administration was satisfied, has been relieved from the services without any notice pay and/or compensation. There is a post of wireman vacant in the Municipal set-up but he was not absorbed in the same though there was a demand before the Municipality to confirm all employees on probation for more than 6 months whereas there are a number of cases in which the Municipality has confirmed the services of those who have been employed within 3 to 5 months!

Should I not be tempted to put a question whether all these actions of the municipality are not illegal? Whether this is not pure and simple unfair labour practice and victimisation? What difference would it make under the Congress or Swatantra controlled municipality and that of ours?

With these circumstances and events of pre-settlement (3-8-63) and post-settlement periods, I fail to understand how even before any settlement could be arrived the workmen were asked and pressed for the withdrawal of the strike notice? And, what does the so-called settlement also achieve for the employees? Let us take them one by one.

1. Risk-allowance to those handling cash: This has been awarded to Kundla, Kalawad, Jamnagar, Rajkot, Vallabhipur, Kaira and a number of other Municipalities because of the risk of shortages involved in handling the cash. The same principle has been upheld in the Bank Award. But, Upleta Municipality does not concede this reasonable demand of such allowance of Rs 5-00 per month and the agreement just prefers to refer the same for adjudication under Sec.10(2).
2. Salary-scale of Dais of the Maternity Centre: Present wages are Rs 75/- consolidated. Demand is to put them on Rs 40-3-70 grade with D.A. These daais (mid-wife) are on 24 hour duty. Their initial salary with D.A. would be Rs 85/- as per demand. Municipality does not agree to the same even when the quantum of Government Grant is of 60% and it is settled to refer the same under sec.10(2).
3. Probationers: The demand was to confirm who have completed six months of probation. This is a demand which craves for the security of services and has been conceded in many of the awards; yet, this municipality stipulates the period of probation of one year and that too with prospective effect so that the services put-in a probationer in the pre-settlement period may not be considered in computing one year, and that

and that is how the services of one of the union activists, referred to hereinbefore, who had put-in 1½ year's service as a probationer could be terminated. Loop-holes have been squarly exploited.

4. Payment of over-time to water works mukadams: The Municipality has agreed to pay the same if the union proves they have worked over-time. Where is the question of submitting proofs? Right from the records of the Municipality this can be proved. During duty hours of 8 hours they used to perform the duties of plumbers, giving new connections, etc. and every alternate month one of them had to open the valves on the distributory mains for one hour in the early morning and one hour after duty hours in the after-noon.

5. Allocating land for quarters for municipal employees: The demand was to give such land at concession rates so that the employees can build their own shelters. This was promised by the Municipality by a General Board Resolution promising 10,000 sq.yds. of land reserved for employees, when the said reserved plot was cleared. The same never materialised due to different circumstances, while in these years land has been sold at concession rates to different housing societies, though the employees were ready to form a co-operative housing society. The settlement promises a 'sympathetic consideration' after the formation of such co-operative. Their sympathies becoming evident from various actions taken by way of victimisation after your intervention. What can the employees hope for in these circumstances?

6. Provident Fund Rules: Provident Fund has been awarded by Industrial Tribunal with a clear direction that the Municipality should frame such rules with suitable changes "on the lines of model scheme framed under the Provident Fund Act 1952". Despite such clear cut directions of the Industrial Tribunal in Ref.No.30 of 1956, the Municipality framed its rules without consultation of the Union and against the spirit of the Rules under the Provident Fund Act, 1952. Not only that, but the municipality is not faithful to its own rules and the contribution of the municipality has not been credited to the Provident Fund Account to-date though the Scheme came into force since 1-4-58 and even the amount of employees contributions is kept as Municipal Funds in the Bank whereas no separate account in bank is opened for the P.F.funds. The income from the Bank interest goes to Municipal coffers and not credited to P.F.funds. In cases of disbursement of funds to employee resigning the total payment is made from the amount of employees contributions with the Municipality. Where is the security of the funds of the P.F.scheme?

And, unfortunately, the settlement allows the Municipality to retain those amounts of contributions to P.F. with the Municipality though the demand was for opening a separate account in any Scheduled Bank. How comes this sort of settlement in clear violation of the directions of the Award, I fail to understand.

7. Moreover, the settlement provides that if the union makes a representation explaining how the interests of the workers are adversely affected, there shall be negotiations between the union and the Municipality and if there exist any difference thereafter the opinions of Com.Bhalchandra Trivedi and Com.Haroo Mehta shall be sought for and thereafter the issue shall be decided. There is no binding upon the Municipality to accept their opinions as final and the implementation of the term means to evade the effective leadership of the Union and debarring the Vice-President of the Union Com.Vasa from such discussions and opinion !

All this despite the directions of the Tribunal. Is n't this wonderful? if I take the liberty to ask that. I do not intend to be sarcastic, please excuse me, but was there no recourse to get proper implementation done under Sec.33(2) as interpreted by the Supreme Court in the Central Bank of India Ltd., case?

And this was done under the plea that it is better to allow our municipality to retain the funds than capitalist banks the deposits whereof are utilised by big monopoly capital!

7. Duplicate Service Books: The municipality did not agree to provide duplicate service books to employees and the workmen were persuaded ~~not to press the same.~~ not to press the same.

8. Creating one more post of women-peon for Mother and Child Welfare Centre: All that is agreed is that the Municipality shall make a representation to the District Health Officer. There is no yes or no to the demand.

9. Regarding the rest of four demands all that has been agreed to is to refer them under Sec.10(2) to the Tribunal. And what are these four demands:

(i) The union should be allowed to collect subscription at the place of payment and there should be no wage deductions for such day for either the General Secy. or the Treasurer. Well, here is a recognised union without a right to collect subscription in the premises of the industry and agitating one of the fundamental demands of trade union movement, when even capitalist entrepreneurs allow us to collect subscription though the unions may not have been recognised!

(ii) Free Medical Facilities to employees: no comments.

(iii) Two pairs of cotton uniforms every year and one woollen uniform every 3 years to Octroi Naka clerks, Octroi watchmen and Octroi sub-Inspectors.

Both of these demands have been conceded by Industrial Tribunals in recent awards in much smaller municipalities.

(iv) The General Secretary of the Union, should be co-opted as ex-officio member in staff selection committee

Even Congress controlled Rajkot Borough Municipality has co-opted the President of the Sweepers' Union which does not follow their ideological policy in the Sanitation Committee of that Municipality.

The sum-total of the settlement is asunder:-

1. No demand is positively settled.
2. Demand to pay over-time wages to two of the employees has been conditionally settled.
3. Demands for Provident Fund Account in Bank and representation on Provident Fund Committee stalled as explained hereinbefore; Duplicate Service Book, Land for Housing, One post of woman-peon for Mother & Child Welfare Centre all stalled without any positive results.
4. Demands for Risk-allowance, Salary scale for Dains, Collection of union subscription, Medical aid, Uniforms and representation of staff selection committee to be referred to Tribunal under Sec.10(2) of I.D.Act.
5. Demand for Probationers -- one year's probation prospect-

probation prospectively, which even the 1950 Government framed rules for employees provide for.

And, so far as the settlement to refer demands in item 4 for adjudication under Sec.10(2) is concerned, what is the use or necessity for such specific settlement on this occasion as the Agreement between the municipality and the union dated 11-1-59 does positively provide such joint reference of the disputes not settled through negotiations.

10. Hence, wouldn't be just and proper on the face of it to describe this settlement having only a scrap value?
11. And yet the settlement has been signed in your presence as well that of Com. Haroo Mehta, the agreement though sealed by signatures, has not been executed on stamp-paper with signatures and delivered as required by law.
12. What am I to advise the members of my union? They have waited for my directions and seek that advise. I feel, that if I simply advise them to accept the said settlement as a fait accompli, I shall be failing my duties towards them and the only course open to me is to advise them not to execute the settlement on stamp-paper, to withdraw the whole set of demands to evade the technicalities of terms and conditions of the settlement becoming binding to the union, intimate the conciliation officer that the demands are withdrawn and then present the municipality with fresh and re-framed demands and go before the Industrial Tribunal for adjudication on the strength of different awards in the matters of disputes of different municipalities in this region, including some small municipalities, and get an award with regard to the demands and unfair labour practice and victimisation.
13. For your information, our friends are trying to smuggle some of their chosen employees in the union to capture the leadership of the union and instances of bringing pressure over certain employees not to participate in demonstrations do not lack documentary evidence. Some of the employees whose names have been included in the Audit Report for recovery of money paid according to the directions of Tribunal in connection with adjustment of salaries on weightage of service in the Ref.No.(IT-G) 45 of 1960, (vide No.L/2B/5272 of 14-3-63) have been excluded from the list of recovery which has started from the salary of the month of July, 1963 (paid on 1-8-63) while for the rest the recovery has been made, with a purpose to win them over for their ends and they were made instruments in circulating a resolution and getting signatures of 14 employees including themselves, advising the union to accept what is given through settlement and for reference under Sec.10(2).
14. You will also be in a position to appreciate my feelings if you are posted with the facts about the case of promotion for Com.Himat Joshi, the General Secretary of the Union. He officiated in the post of Senior Clerk without getting any allowance for the same for almost 6 months. He was reverted to his original post on 2-7-63 on the same day on which the copy of the resolution of the union(adopted on 26-6-63) to start agitation was delivered to the Municipality.

Here it is worthwhile to note that though the qualifications attached to this post of senior clerk stipulates matriculation with 5 years experience in Municipality or graduate, the advertisement put-in by the Municipality in newspapers stipulated and invited applications from those who were B.A., B.Com Law Graduate and though the last date for submitting the applications was 20-7-63 and though Com.Himat Joshi had applied for the same, an applicant from Ahmedabad was interviewed by

the Staff Selection Committee on 22-7-63, the galring factor being that the intimation for interview was despatched for some persons on 17-7-63 including ~~that~~ that of Ahmedabad fellow. Would it be a surprise for you to know that the advertised qualifications were possessed only by that particular Ahmedabad applicant! What shall be the natural inference? Looking to the state of affairs over here, a general preference is given in recruitment to those from Gujarat, especially from Ahmedabad; a casual look to the recruitment for college staff and school staff would substantiate this statement. This particular gentleman from Ahmedabad, Shri B. R. Trivedi was given 7 steps increment in basic salary giving him a start of Rs 105-00 in the pay-scale of 65-5-90-7 $\frac{1}{2}$ -120, where the municipality has no jurisdiction to grant more than 5 increments at a time according to the law!

Is this not provincial chauvinism?

15. I learn that during the discourse at the time of negotiations, frequent references were made to the service conditions prevailing in Jamnagar Borough Municipality. Let us be clear on certain issues. Jamnagar Borough Municipality is controlled by pro-congress opportunist elements. However, the Union has procured Provident Fund-cum-Gratuity Scheme including Death Gratuity where the rate of contribution to the P.F. is 8 $\frac{1}{3}$ %; Pension-cum-gratuity scheme is also in vogue. a rise of Rs 5-00 to existing D.A., is under active consideration of that Municipality when representation was made to increasing cost of living by the union; though the Union there is not recognised by the Municipality and which they are not ready to recognise even under the Code of Discipline, the Union has a right to collect funds and subscription at the time of payment at the place of payment and the Municipality provides two chairs and a table for the purpose and no deductions are made from wages of the person engaged in collecting union fees and funds; notices of all changes are being supplied to the union; Medical Aid, Uniforms and Risk allowance are also in vogue. Is Upleta Municipality ready to follow the suit?

16. With all this analysis and comments already done, the question arises with me as to how these factors did not come to your knowledge. Was it that the employees did not co-operate with you despite your efforts to know the objective facts? Or, was it because you had little time to investigate all the factors? I am lead to believe, that none of these factors worked, but that the morning session with Shri Desai and others was exploited by them to prejudice your minds and poison your ears taking the advantage of the absence of any local comrade from the employees side. You took them at face value. Believed them and disbelieved workmen. I am rude, yes, that is how I feel about it, I hope I am incorrect. But, can you draw any inference from the fact that on the eve of your leaving for Upleta, you received a letter at Baroda from Shri Batuk Desai trying to dissuade you from proceeding for Upleta under the excuse that "all's well" at Upleta and situation did not warrant your taking trouble to come to Upleta? What can be the purpose of such misleading information? Will you please care to compare their statements with those of mine in this letter? Are they not contradictory and at opposite ends? What does that show? Isn't somebody playing some mischief somewhere?

17. And there you have that "Memorandum" submitted to you in which as far as I learn complaints direct and/or indirect, clear or in a subtle way have been made against the union and myself. I would like to have a copy of that memorandum, it is sometimes a pleasure to know what others think of oneself.

I do not intend to elaborate on that issue and make it look personal, which I never intend to, and which I know is harmful to the general interest of the working class movement and of municipal employees in particular.

18. However, I cannot remain silent when attempts are being made to malign the members of my union by raising the bogey and pre-empting the same before others and you that because the charter of demands was forwarded on 14-1-63, when most of comrades (including myself) were under detention the motif behind the same was to pressurise the municipality and dislocating its function. However, I am sure that you were not informed that this charger was the consolidated list of demands which were submitted on different occasions singly or in group before the Municipality at the time when nobody had dreamt of such arrests and detentions. Emergency never meant freezing the class-struggle, abandoning the same temporarily. I would be glad to be enlightened whether they referred to the glorious struggle put up by these very workmen against the malicious propaganda of the Swatantra Party and the Congress by giving a clarion call to stop all such propaganda in public risking their services (under rules a municipal employee cannot participate in political activities)? Did they tell you that it was this same working class which carried on ceaseless propaganda counter-propaganda refuting the charges of Chinese-agents against our own comrades? Please tell me if the workers were misled in doing what they did. Where was the pressure? In what form? Did they not wait upto June this year for the co-operation of the Municipality to meet their justified and reasonable demands? And what do we expect of workers? Patience eternal? Taking a humble pie according to the whimses of self-created demi-Gods? I cannot refrain from making such remarks, and I am solely responsible for them if it comes to fixing the blame if it comes to that.

It would be interesting for you to know that all these demands were raised singly or in group on or before 26-4-62 take care to read the date.

And lastly, did they tell you that the Union had demanded that a meeting of all the employees may be convened to consider the problems of administration on 3-8-1962?

I think they did not dare to put up all the facts before you, lay cards open on the table, that would have defeated their purpose.

In the end, I hope to be excused for all the comments and remarks if you and anybody is offended, though I never mean anything personal.

Hope to hear soon from you. With greetings,

Yours fraternally,

S. Vasa
(S. Vasa)

Vice President,

Shaher Sudhrai Karmachari Mandal.
Secy. M. G. T. U. C.

c.c.to:

1. Com. Haroo Mehta,
2. " Dinkar Mehta,
3. President, Upleta Municipality,
(V.D.Chavda personal)

4. Secretary AITUZ,
Rani Khansi Road, New Delhi-1.