

I/72476/2019

Government of West Bengal
Labour Department, I. R. Branch
N.S. Buildings, 12th Floor
1, K.S. Roy Road, Kolkata - 700001

No. Labr/ ~~1056~~/(LC-IR)/22015(16)/186/2018

Date : 11/12/2019

ORDER

WHEREAS under the Government of West Bengal, Labour Department Order No. Labr/1265/(LC-IR)/11L-09/16 dated 28.12.2017 the Industrial Dispute between M/s Machino Techno Sales Ltd., "Jindal House", 8A, Alipore Road, Kolkata - 700 027 and its workmen represented by Calcutta Motor Drivers Union (Regd. No. 14532), 55, Biplabi Rasbehari Basu Road, (Mehta Building), B-Block, 2nd Floor, Kolkata - 700 001 regarding the issues mentioned in the said order, being a matter specified in the Third Schedule to the Industrial Dispute Act, 1947 (14 of 1947), was referred for adjudication to the Judge, Seventh Industrial Tribunal, Kolkata and subsequently transferred to the Fifth Industrial Tribunal vide G.O. No. Labr/699/(LC-IR) dated 26.07.2019.

AND WHEREAS the Judge of the said Fifth Industrial Tribunal, Kolkata, has submitted to the State Government its award on the said Industrial Dispute.

NOW, THEREFORE, in pursuance of the provisions of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Governor is pleased hereby to publish the said award as shown in the Annexure hereto.

ANNEXURE

(Attached herewith)

By order of the Governor,

Sd/-
Deputy Secretary

to the Government of West Bengal

Date : 11/12/2019

No. Labr/ ~~1056~~/(LC-IR)

Copy, with a copy of the Award, forwarded for information and necessary action to :

1. M/s Machino Techno Sales Ltd., "Jindal House", 8A, Alipore Road, Kolkata - 700 027.
2. The Secretary, Calcutta Motor Drivers Union (Regd. No. 14532), 55, Biplabi Rasbehari Basu Road, (Mehta Building), B-Block, 2nd Floor, Kolkata - 700 001.
3. The Assistant Labour Commissioner, W.B. In-Charge, Labour Gazette.
4. The O.S.D. & E.O. Labour Commissioner, W.B. New Secretariat Buildings, 1, K. S. Roy Road, 11th Floor, Kolkata- 700001.
- ✓ 5. The O.S.D., IT Cell, Labour Department, with the request to cast the Award in the Department's website.

RS
Deputy Secretary

No. Labr/ ~~1056~~/(LC-IR)

Date : 11/12/2019

Copy forwarded for information to :

1. The Judge, Fifth Industrial Tribunal, Kolkata with reference to his Memo No. 1506 - L.T. dated 20.11.2019.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata -700001.

Deputy Secretary

In the matter of an Industrial Dispute between M/s. Machino Techno Sales Ltd. "JINDAL HOUSE", 8A, Alipore Road, Kolkata – 700 027 and its workmen represented by Calcutta Motor Drivers Union (Regd. No. 14532) 55, Biplabi Rasbehari Basu Road, (Mehta Building), B-Block, 2nd Floor, Kolkata – 700 001.

[Case No. VIII – 02/2018]

BEFORE THE JUDGE, FIFTH INDUSTRIAL TRIBUNAL, KOLKATA



Present

Shri Tapan Kumar Das, Judge,

Fifth Industrial Tribunal

AWARD

This industrial dispute between M/s. Machino Techno Sales Ltd. "JINDAL HOUSE", 8A, Alipore Road, Kolkata – 700 027 and its workmen represented by Calcutta Motor Drivers Union (Regd. No. 14532) 55, Biplabi Rasbehari Basu Road, (Mehta Building), B-Block, 2nd Floor, Kolkata – 700 001 has been referred by the Labour Department, Government of West Bengal, I.R. Branch, N.S. Buildings, 12th Floor, Kolkata – 700 001 to the Seventh Industrial Tribunal vide G.O. No. Labr./1265/(LC-IR)/IR/11L-09/16 dated 28th December, 2017 and subsequently the matter was transferred from 7th Industrial Tribunal to this 5th Industrial Tribunal vide G.O. No. Labr./699/(LC-IR)/23099/15/2019 dated 26.07.2019 for adjudication upon the undermentioned issues : -

ISSUES

- 1) Basic Pay, Dearness Allowance and Annual increment,
- 2) House Rent Allowance,
- 3) Enhanced Rate of Bonus,
- 4) Introduction of performance Linked incentives,
- 5) Provision of Winter garments, Umbrella and shoes.

Both parties are present. Ld. Advocate for the management as well as representative of the union also are present. A joint application has been filed by both the parties contending the fact that the dispute in the present case has been mutually settled out of the Court/Tribunal and a memorandum of settlement dated 30.09.2019 has been prepared by both the parties and finalized the dispute in terms of the memorandum of settlement. Under the circumstances both parties have prayed for disposal of the case in terms of the memorandum of settlement dated 30.09.2019.

The General Manager of the company M/s. Machino Techno Sales Ltd. in this case, Shri Manab Kumar Ghosh is examined as M.W. – 1. He has categorically stated about the settlement by and between the parties and has agreed for disposal of the case in terms of such settlement. Shri Prasanta Mukherjee is also examined as W.W. – 1 who is the General Secretary of the Calcutta Motor Drivers Union and also has admitted and agreed about the terms of settlement and prays for disposal of the case in view of memorandum of settlement.

I have carefully examined the terms of memorandum of settlement and also has scrutinized the signatures appeared in the memorandum of settlement by both the parties.

Having regard to the facts and circumstances and considering the materials on record and the terms of the settlement, I am of the opinion that the terms and condition of the memorandum of settlement dated 30.09.2019 by and between the parties of this case is legally valid and proper. There is no legal impediment to accept the terms and condition of the settlement and to dispose of the case between the parties.

Hence,

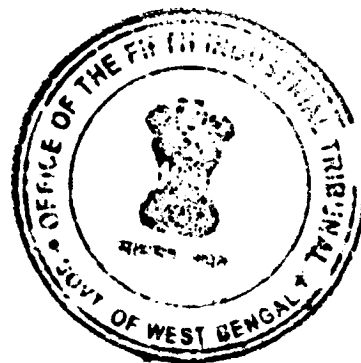
It is ordered,

That the joint application filed today by both the parties is allowed in presence of both the parties of this proceeding and accordingly the case is finally disposed of in terms of memorandum of settlement dated 30.09.2019 and such memorandum of settlement be made part of this award.

This is my Award.

Dictated & corrected by me.

Sd/-
Judge



Sd/-
(Tapan Kumar Das)
Judge
Fifth Industrial Tribunal
Kolkata
18.11.2019

ANNEXURE - 'A'
COLLECTIVELY

Sd/-
Judge,
5th Industrial Tribunal
Govt. of West Bengal
18/11/19

MEMORANDUM OF SETTLEMENT

Parties to the Settlement

Machino Techno Sales Ltd.

8A Alipore Road, Kolkata—700027

&

Their Workmen represented by:

Calcutta Motor Drivers Union

55 Biplabi Rashbehari Basu Road, Mehta Building, Kolkata—700001

Representing the Company:

1. Mr. Rajiv Jindal, Director
2. Mr. Buddhadeb Chatterjee, CEO
3. Mr. Manab Kumar Ghosh, GM
4. Mr. Gopal Bhowmick, Manager —HR

Representing the Workmen Union:

1. Mr. Prasanta Mukherjee, General Secretary, Calcutta Motor Drivers Union
2. Mr. Sambhu Nath Mondal, Driver
3. Mr. Anish Kumar Pandey
4. Mr. Bijay Chakraborty, Driver
5. Mr. Nimmakayala Nagraju, Driver
6. Mr. Nand Kishore Singh, Driver
7. Mr. Md. Taslim, Driver
8. Mr. Mukesh Kumar Singh, Driver
9. Mr. Lakhinder Poddar, Driver

Short recital of the case

The previous settlement between M/s. Machino Techno Sales Ltd. and their drivers, represented by Calcutta Motors Drivers Union having expired on April 2016. The union submitted their Charter of Demand on 18th May 2016. The Company unilaterally increased the basic salary of the drivers by Rs.145/- (Rupees One Hundred Forty Five only). But as the demand of the Drivers Union was not matched with the Management, so the Charter of Demand could not be settled and the dispute was referred to Ld. Seventh Industrial Tribunal, West Bengal, being Case No. VIII-2/2018, for adjudication. The drivers also filed an application under Section 33C(2) of the Industrial Disputes Act, 1947 before the Ld. First Labour Court, West Bengal being Case No. Comp.-01/19/33C(2). During the pendency of the adjudication proceedings the parties initiated negotiation for out of Court settlement to resolve the dispute. After protracted negotiation the dispute is resolved and the present settlement is arrived at on the following terms:

1. It is mutually agreed by the parties that the enhancement of the monthly salary the concern drivers will be effected in the following manner w.e.f.
 - (a) **1-4-2016 increment** Rs. 600/- (on Basic Salary) per month (Rs.145/- already given) and Gross Salary after increment will be Rs. 11,875/- per month (all inclusive) (Rupees Eleven thousand Eight hundred & Seventy-Five only)

Made a part of awarded.

- (b) **1-4-2017 increment** Rs. 500/- (on Basic Salary) per month (Rs.145/- already given) and Gross Salary after increment will be Rs. 12,941/- per month (all inclusive) (Rupees Twelve thousand Nine hundred & Forty-One only).
- (c) **1-4-2018 increment** Rs. 500/- (on Basic Salary) per month (Rs.145/- already given) and Gross Salary per month Rs. 13,699/- per month (inclusive all) (Rupees Thirteen thousand Six hundred & Ninety-nine only).
- (d) That the withheld Dearness Allowance of the period 01-01-2018 to 31-12-2018 for which computation case No. 1/19/33C(2) is pending will be reimbursed by Machino Techno Sales Ltd. immediately to each and every concerned drivers as soon as the instant settlement will be signed.

2. Yearly increment from subsequent financial year onwards will be given to all concern drivers as per the Company norms followed in case of other employees of Machino Techno Sales Ltd.
3. All the Drivers will enjoy leave as per the Machino Techno Sales Ltd. Leave Policy.
4. Yearly bonus will be disbursed among the concern employees as per Machino Techno Sales Ltd. Bonus policy.
5. Duty hours of the Drivers will be
Week Days : 09:00 am to 05:30 pm
Saturday : 09:00 am to 02:00 pm
6. Overtime for working beyond schedule hours on week days and Saturdays will be paid on the basis of existing salary. i.e., if a Driver worked

7. Discipline:

- A. It is agreed by and between the parties that any kind of wasteful practices, indiscipline act or attitude and or any other matter which may prejudice the interest of company shall be avoided by any means. In case of any indiscipline, the Union and the Management should sit together and sort out the issued bilaterally for the benefit of both the parties and the organization as a whole.
Not with standing anything contained hereinabove, the drivers shall always be bound to perform their duties and to discharge their obligations with utmost efficiency, honesty devotion and sincerity. None of the drivers shall do or cause to be done any act deed or thing that may be prejudicial to the company either financially or in terms of goodwill or otherwise,
- B. The Drivers shall follow the time schedule of the company very strictly and shall always be punctual in attending to their duties. Any dela on the part of any drivers to attend to or to perform his duty shall be viewed seriously.
- C. The Drivers shall not be allowed to work without clean and proper uniform while on duty and it shall be the responsibility of the drivers to keep their uniforms clean.

That the duties of the Drivers inter-alia will be as follows:

- D. Car Registration
- E. Bring car from store to showroom
- F. Test Drive of all cars.
- G. Delivery of cars to the customers.
- H. Bring car from head office to all extension counter / showrooms.

1. To discharge and perform all such duties and function as may be required by the company from time to time.
8. That by this settlement all disputes between the Company and the drivers are settled and the drivers have no claim whatsoever against the Company for the period of 01-04-2016 to 31-03-2019.
9. It is agreed by the parties that the demands of the drivers in their Charter of Demand which are not specifically dealt with in this settlement shall be treated as dropped and/ or settled.
10. All existing interest and practice being enjoyed by the drivers, save those being changed by virtue of this agreement shall continue unless otherwise changed for the period of 01-04-2016 to 31-03-2019.
11. It is also agreed by and between the parties that a copy of this settlement shall be jointly submitted before the Ld. Seventh Industrial Tribunal and Ld. First Labour Court for passing an Award and Order in terms of this Memorandum of Settlement.

Signed this 30th September, 2019.

Signature of the parties.

On behalf of the representative of the management

for Machino Techno Sales Ltd.

1. *Rajendra*
2. *Buddhadeb Chatterjee*
3. *Munab Chatterjee*
4. *Gopal Bhattacharya*

On behalf of the representatives of the Union

for Calcutta Motor Drivers Union

1. *Beena*
2. *Savitri Nath Kundu*
3. *37.172131124154*
4. *Nand Kumar Sen*
5. *N. Roy*
6. *Bijay Chakrabarti*

7. *D. Das*

8. *L. Poddar*

Witness:

1. *MUKESH Kumar Singh*
2. *Shantanu Bhattacharya*
- 3.