

A P P E N D I X - II



Sahyadri Glass Works

MEMORANDUM OF SETTLEMENT

(Under Section 2(P) read with section 18 Rule 62 of Industrial Disputes Act 1947)

Representing Employer : Dr. J.R.Taneja
Director (Operations)
M/S Sahyadri Glass Works Ltd.
A/P . Karul
Dist. Sindhudurg.
MAHARASHTRA.

Representing Workmen : Shri. Manohar Kotwal
President.
Bambai Mazdoor Union
115, Satyagiri.
Dadasaheb Phalke Road,
Dadar. Bombay-4000 14.

SHORT RECITAL OF THE CASE :

The Bambai Mazdoor Union herein after referred to as the Union is a recognised Union under M.R.T.U. and P.U.L. Act 1971 for the said undertaking, M/S Sahyadri Glass Works Ltd. Hereinafter referred to as the company was established in the year 1977 and was again closed in 1988 due to damage to furnace. The company was re started in may 1983. There were about 40 workmen who were working from inception of the company were retained during the period of closure. On restarting the company the management recruited new workmen and were given comparatively higher wages than these old workmen. It created discontentment among older workers. The president of the Union by his letter dated 20.4.1984 suggested to give wage hike of Rs. 150.00 p.m. uniformly to all these old workmen, in order to remove disparity in wage scale. The management responded positively to the request and gave Rs. 150.00 to all 40 old workers.

Presently the company is employing nearly 400 workers and it was felt necessary to have a uniform wage pattern for all these workmen. The president of the Union and the Director (operations) of M/S Sahyadri Glass Works Ltd. held discussions from time to time and finally reached a settlement on the issue of wage scale and other service conditions. The wage scale and salaries are consolidated and include the elements of Basic and D.A. taking into consideration the overall financial position of the company.

TERMS OF SETTLEMENT :

It is hereby agreed between the parties as under :

1. Pay Scales and Classification. The following pay scales shall be introduced W.e.f. 1.6.1984.

GRADE 'A' : 450-50-600-60-780-80-1200

Machine Fitters, Feeder operators, Machine maintenance fitters, Generator operators, compressor operators, Utility fitters, Writeman, Carpenter, Machinist, Mould repairs,

GRADE 'B' : 350-40-470-50-620-60-800

Hot checkers, Mukudams, (Batch house), Fitters, Jt Fitters, Drivers.

GRADE 'C' : 300-25-400-35-505-50-655

Machineman, Q.C. Sorters, Batch house operators, Furnace helpers, Utility helpers, Watchman/W/ shop helpers, stores helpers, Sweepers, Gardener, Godown Mukadam Peon.

GRADE 'D' : 250-25-325-30-415-35-520

Gullet ladies, Gullet Boys (Brpdn. and Quality control) Godown helpers.

S₁ : 600-50-750-75-975-1000-1275

Prod. Foreman, B.H. Supervisors, Purchase Officer, Stores Incharge, Sr. Q.C. supervisor, Jr. Accountants, Cashier, Maint. Supervisor, Utility Supervisor.

S₂ : 300-25-400-40-520-50-670-60-850.

Time helpers, stores clerks Typist, Jr. Q.C. Supervisors, Godown, Clerk, Accounts Clerks, Stenographers.

It is agreed that the stenographers will draw one additional increment in the above grade.

It is further agreed that new helpers as and when recruited shall be paid Rs. 250.00 p.m. and in the case of clerks Rs. 290.00 p.m. during the period of probation. On confirmation they will be entitled to get respective above mentioned grades.

2. OTHER FACILITIES : SHOES :

It is agreed that all workman will be provided one pair of shoes every year.

3. MILK :

It is agreed between the parties that those who are required to work in batch house will be provided with one glass of milk every shift.

4. LEAVE FACILITIES :

CASUAL LEAVE : It is agreed between the parties that all workmen shall be entitled to get 7 days casual leave with full pay. The unavailed balance casual leave shall be encashed in subsequent year.

SICK LEAVE :

It is agreed that all permanent workmen shall be entitled to get 7 days sick leave with a right to accumulate upto 70 days.

PRIVILEGE LEAVE :

It is agreed between the parties that all the permanent workmen are entitled to get 30 days privilege leave per calender year with a right to accumulate upto 90 days.

PAID HOLIDAYS :

It is agreed that all the workmen are entitled to get 11 paid holidays. during the calendar year.

ACCIDENT LEAVE :

It is agreed between the parties that if any workmen while on duty or during the course of his employment met with an accident then that workmen shall be entitled to get accident leave to the extent of his sickness period subject to recommandation of medical authority.

6. PAYMENT OF ARREARS :

It is further agreed that the company will deduct an amount of 5% from the arrears payable to the workmen by way of donation to the Union and deposit the amount so collected by a crossed cheque in favour of the Bumbai Mazdoor Union.

7. PERIOD OF SETTLEMENT :

This settlement shall come into operation with effect from 1st June 1984 and will remain in force for a period of 3 years subject to overall review of all the terms and settlement every year.

8. PRODUCTION BONUS :

It is agreed between the parties the existing scheme of production bonus shall continue till it is reviewed mutually.

For and Behalf of
M/S Sahyadri Glass
works Ltd.

Sd/-
(Dr. S.R. TANEJA)
Director (operations)

Witness :

1. sd/-
2. sd/-

For and on behalf of
Bambai Mazdoor Union

Sd/-
(MANOHAR KOTWAL)
President

Witness :

1. sd/-
2. sd/-