

CHAPTER-V

INDUSTRIAL RELATIONS : PROS AND CONS

5.1 THE TASK :

The salaries, dearness allowances, terms and conditions and other amenities to the workers of the sugar industry are being governed by the Statutory Acts and Legislations by the Central and State Governments and Central Wage Boards. The working of sugar factories are regulated by the Factories Acts.

As the sugar factories in Maharashtra are located in rural areas, because of their dependency on sugarcane grown therein, majority of the workers involved in sugar factories are drawn from agricultural (or rural) masses. Besides, because of the co-operative organisation, the workers are closely related to the management of sugar factories. Consequently they have not been greatly influenced by the trade union movements. However, the trade unions are functioning at each factory units. They generally involve in State level or National level agitations. The frequency of unit level agitations are very rare because the workers of co-operative sugar factories are the share holders (A and C class) and the management belongs to them. Moreover, the industry operates seasonally. So, the workers are employed for the crushing seasons depending on the supply of sugarcane and its maturity. Normally the factories operate in October to April/May months of the year. Owing to this condition, the workers have no regular and convenient employment in an off season. This hinders to spread the trade union movement among farm sector workers. Majority of the workers have no guarantee of re-employment for the next crushing season. Naturally the workers are spread disorganised and consequently

they do not possess any bargaining capacity. More than this a gap in work, affects the efficiencies of the workers.

The factory workers are organised, therefore, they protect their interests, but do not agitate against the unit's management wholly other than national and State level agitations declared by the workers' Federations and Unions. The farm sector workers can agitate against the management of sugar units any time during the crushing season, provided they are effectively organised, because they are not the permanent workers of the particular factory. The farm sector workers can change the factory during the corresponding seasons. This again is a difficult task to an unit level trade union leaders to unite the workers. The workers involved in farm sector activities are illiterate and do not need any training or apprenticeship. Such workers belong to small and marginal farmers or agricultural labourers at their original places.

5.2 HISTORY OF TRADE UNION MOVEMENT IN SUGAR INDUSTRY (FACTORY SECTOR AND FARM SECTOR)

The trade union movement in sugar industry originated during the pre-independence period. The foundation of the trade union movement was laid during 1936 to 1950, even when there was a suppression and oppression over the trade union leaders. However, the trade union movement had been led by Communist Party activists. "The exact starting point of the Communist Party in India has been a political issue. It could be safely said that the foundation of the Indian Communist movements was laid at the Second Congress of the Communist movements was laid at the Second Congress of the Communist International (Moscow, July-August, 1920), M.N.Roy - then a leading Marxist and an emigre revolutionary (later one of the founding members of the CPI) envisaged

'the Indian Revolution originating from the workers and peasants on the Russian model.'¹ The workers and peasant party was established by M.N.Roy on February 8, 1927. Messrs Purcel and Halsworth, British trade union delegates to India, calculated that there were in all 2,52,66,109 persons in the organisable groups of workers including 2,16,76,107 agricultural field and farm workers but excluding domestic servants (postal and Govt. servants) in various industries in India. (Report on Labour Conditions in India). Therefore, concentration to awakening and unionisation was focussed on peasants and workers. Since the formation of leftist parties in India, the trade union movement gathered its momentum.

There were 12 private sugar factories, when the Communist Party and other leftist movements have begun to organise the trade union movement for sugar workers and agitated for the welfare of the workers. These twelve sugar factories have had their own sugarcane farms, in which they cultivated sugarcane required to their crushing capacities. Number of agricultural labourers were employed in these farms. The leftist movement began to awaken the agricultural labour and tried to unionise them to safeguard their interests, and to stop exploitation. The union leaders entered in this field with some ambitions. The task had been snatched up by the leaders going underground because of the suppressions and oppressions from the established class.

Vinayakrao Mahadev Bhuskute of Haregaon (Shrirampur taluka); a Communist Party leader was the first to lead the agitation in 1936 against the Belapur Sugar Company. The Company, at that time was owned by a British person. This agitation was known as famous Haregaon strike. The owner of Belapur Sugar Company agreed to hike the wage slightly. So the strike was ended with a successful agreement between

the owners and leaders of the workers. This was the first well known agitation made by sugar workers in Maharashtra.

Since 1940, particularly in 1942, at the time of freedom movement, the leftist activists had been arrested by the Government, and they were kept in a custody for a longer duration, automatically the task of unionisation had been discouraged and dispersed. Since 1944, the trade union movement had faced number of challenges due to the vicissitudes of the management and an exploitative policy during the period.

It was in 1946-47 the Kolhapur Sugar Mill (Presently Chh. Rajaram Co-operative Sugar Mill) workers under the leadership of Sataram Patil, led an agitation against the factory owner (Mr. Lohia) seeking the fulfilment of number of demands, stoppage of suppression and exploitation of the sugar workers.² During the same period Phaltan sugar workers organised a strike under the leadership of Madhukar Bhise - who then joined the Communist Party, and later in 1964 he was an independent (Party) leader. Presently he is an INTUC made union leader and the Secretary of Maharashtra Rajya Sakhar Kamgar Pratinidhi Mandal.

In 1946, the Communist Party leaders of Ahmednagar district like D.B.Kulkarni, Vasantrao Tulpule, Dhole, Dhumane had initiated to unionise the workers of Godavary Sugar Mills, Sakharwadi and Laxmiwadi, and Changdev Sugar Mills, Changdevnagar and agitated against the mill owners. The strikes of Sakharwadi and Laxmiwadi were very famous and were responsible to put in, a strong foundation of trade union movement in sugar industry.

After 1940, the trade union movement slowly was under the control of socialist leaders. This was because of the role of Communist Party towards 1942 freedom movement and the outside suppressions against the party. So, the result was that, Communist Party activists were completely departed from the general masses. Therefore, the communist efforts' indicated by Vinayakrao Bhuskute had scattered.

A socialist leader Gangadharrao Ogale had began to reorganise the trade unions of sugar workers in Shrirampur taluka in 1944. Ravasaheb and Achyutrao Patwardhan with the help of Kishor Pawar had organised a trade union movement in Kopergaon taluka in 1946.

In 1949, Gangadharrao Ogale organised a trade union at Ravalgaon. During the period, a company owner of Ravalgaon and the Government were in favour of INTUC made union. The strike of both factory workers and farm workers (presently labourers of Agricultural Corporation) had been organised, but it was aborted by a police firing on the sugar workers. A worker was killed. Kher-Morarji Desai Ministry was administrating the State during the period. The socialist leaders returned back from their fronts because of above situation.

Again in 1950-51, the workers of Maharashtra Sugar Mills, Tilaknagar went on strike for bonus. The bonus was demanded to be paid to farm (cane farm) workers including contract labourers. The strike had began during the off-season, so, it continued for next four and half months. The union leader; Gangadhar Ogale was arrested, consequently number of male and female workers agitated and got arrested. The Yerawada and Nashik custodies were filled up by arrested workers.

On the very beginning of the crushing season, farm sector workers 'gheroed' the Maharashtra Sugar Mills, automatically the factory workers confederated the strike. So, the factory could not begin its season. The helpless company owner M.L. Dahanukar was ready to talk with Gangadhar Ogale. A honourable remedy was executed. Thus, the strike ended with the success of the workers.

The strike of Maharashtra Sugar Mills conveyed the workers of another sugar mill owned by the same owner (M.L. Dahanukar) located at Belwandi (Taluka Shrigonda, Dist. Ahmednagar). A trade union was established at Belwandi Sugar Factory even when the company owner opposed it strongly. The union leaders were held down for three days at the guest house, however, the trade union had been established by the leaders going underground. In 1960, the management issued retrenchment notices to 350 workers so as to break up the trade union. The furious workers 'gheroed' the company manager for 10 hours. The result was that, the retrenchment notices were withdrawn by the management.

Since 1960s the co-operative sugar factories are continuously increasing. Majority of privately owned sugar units have been converted into co-operatives, consequently because of the co-operative management, rare agitations have been organised. Only in a few cases, unit level struggles have been made because of either exploitation or spread of such attitudes.

The union leaders were very critical of co-operatives and their leaders whom they call 'sugar barons'. At times they appear to be more critical of the co-operatives than of the private factories. They

have demanded nationalisation of all sugar factories.³ According to the union leaders the co-operatives are not better employers even in comparison with the joint stock factories. The co-operative leaders, who have enormous powers in their areas intimidated the workers and union activists. Their behaviour with workers is akin to that of feudal lords. Comparatively the leaders preferred to have joint stock companies, because they also provide better facilities such as housing, recreation, education facilities to their workers. Moreover, private owners are more receptive to the demands of workers and their unions.⁴ However, the trade unions are functioning at all sugar co-operatives except very few.

According to the survey conducted by Gopal Guru,⁵ out of 82 co-operative sugar factories so far surveyed by him, 74 factories have trade unions and 63 factories have recognised and approved trade unions with a total membership of more than one lakh. Thirty three co-operative sugar factories have INTUC made unions. There is a mix of all party/group trade unions belonging to ruling group/party, opposition group, communist party, socialist group etc. (See Table 5.1).

Initially, strikes in co-operative units were to survive for three-four days. An alternative compromises were met soon. But recently, even in co-operatives, the strikes have survived for six months. For example Killari workers (Latur Division) went on strike for 20 days. Bhogavati (Vairag, Dist. Solapur) for 38 days, Vasantdada (Kalavan, Dist. Nasik) 28 days and in Terana (Dhoki, Dist. Osmanabad) the strike survived for six months. All strikes were supported by other trade unions and were organised both in factory seasons and off factory seasons.

TABLE No. 5.1
SURVEY DETAILS OF TRADE UNIONS IN SUGAR INDUSTRY (MAHARASHTRA)

Sr. No.	Divisions	Total Sugar Mills	Sugar Mills Trade Unions	INTUC made	Hind Mazdoor	Maha Sangh	Local	Representative and approved	Total Membership
1.	Aurangabad	21	19	4	-	10	5	14	9,198
2.	Pune	28	25	19	2	3	1	22	64,030
3.	Nasik	26	26	10	8	8	-	24	18,095
4.	Amaravati	4	3	-	-	3	-	3	1,800
5.	Nagpur	3	1	-	-	-	1	-	175
Total :		82	74	33	10	24	6	63	93,298

Source : Sugar business and sugar workers in Maharashtra : A Study (Marathi), Gopal Guru submitted at Second Maharashtra State Sugar Workers Conference, Niphad, 1-2 Oct. 1989, p. 25.

Nationwide agitation was organised by all State level workers' federations and unions to oppose the recommendations of Third Wage Board for sugar industry on 11-4-1989. A march of 20-25 thousand workers on the same day was organised to the Parliament, lakhs of signatures in favour of reconsideration of Third Wage Board recommendations and/or rejection of the recommendations were submitted to the Parliament. The State level agitations were also organised to oppose the Third Wage Board. On 26-4-1989 the representatives of worker's 'morcha' met the Chief Minister of Maharashtra and a statement was submitted to him requesting to (totally) reject the Third Wage Board's recommendations and formulate a new wage scales for a specific period by an agreement. Meanwhile Tamil Nadu Government declared new wage scales for (Rs. 177.00 p.m. increase) sugar workers against the Third Wage Board. On the same basis U.P., Bihar, Andhra Pradesh Governments have appointed a Tripartite Committee to consider the demands of the workers. On 13-1-1990 an agreement was signed with an average increase of Rs. 210.00 to 357.00 p.m. for sugar workers in Maharashtra for a period three years i.e. upto 1993. This increase was 17 per cent higher than the wages accorded in Tamil Nadu State. The northern states have hiked their wages by Rs. 75.20 per month.

During the period between 1955-70 a few strikes of cane cutters and bullock cart workers were organised. The initial efforts of organising the workers was made by the leftist party activists. The factory workers unionised quickly and benefitted gigantically in comparison with cane cutters and transport workers. However, farm sector workers have successfully organised two strikes (1980 and 1986) demanding the wage

revision. The factory worker's federation/unions are sincerely referring to the demands of farm sector workers, whenever they get an opportunity to talk with Government and Mill owners.

It was in 1962, under the able leadership of Jaysing Mali and R.G.Panderkar, six days strike of cane cutters and bullock cart owners was organised at Chhatrapati Co-operative Sugar Factory Ltd., Bhavaninagar, Sanser (Tal. Baramati) demanding the wage revision and bonus, consequently such agitations and strikes were organised in other units. In between 1970-1978, the cane cutters and bullock cart workers of 13-14 sugar factories belonging to Ahmednagar district went on strike two times for four to five days each. This was rather first efforts of cane cutters and bullock cart workers going on strike in Maharashtra. Simultaneously the union leaders of Kolhapur, Phaltan, Kopargaon, Shrirampur went to court to seek decisions as per the Bombay Industrial Relations Act, 1946. The Court decisions are in favour of trade unions and workers.

On the basis of this background, in 1980, the Maharashtra Rajya Kamgar Mahasangha through its Action Committee organised a strike of cane cutters and bullock cart workers of sugar co-operatives in Ahmednagar district. The workers were asked not to leave their original places unless the wages get revised. The same strategy had been repeated in 1986 strike.

5.3 RECRUITMENT AND APPOINTMENT OF THE WORKERS:

This section concentrates on the recruitment and appointment of mukadamas and farm workers i.e. cane cutters and bullock cart workers. The quantum of cane cutters and bullock carts is being determined on

the basis of the crushing capacities of sugar mills as stated in earlier chapters. The recruitment strategy has undergone a tremendous change since the industrial relations have been proved legally.

During the period before 1972-73, an abundant supply of local labour force had been exclusively used for harvesting and transporting activities of sugar industry. With the expansion of crushing capacities and the establishment of a new sugar co-operative in Maharashtra, the need of labour force increased. Because of the fierce drought in Maharashtra during the period, the small and marginal farmers and agricultural labourers of drought region motivated to migrate for survival towards the wet region of Western Maharashtra. Even before this drought, labour force was used to migrate towards Ahmednagar district where there is a rich localisation of sugar factories. In fact, however, the preference for migrant labour appears to be something of a more general feature of this product. In Maharashtra temporary workers were began to brought in from different parts of Maharashtra and border districts of Karnataka for harvesting the cane farms and transporting the cane bundles to factory sites. The migrant workers belongs to rainshadow zone of the Maharashtra State. The quality of land they own is very poor. If the monsoon is favourable, they undertake cultivation of crops like bajara and jowar during khariff season. The rural population particularly small and mirginal farmers and landless peasants, for whom, after the harvest of khariff crops atthe end of the rainy season, there are hardly any possibilities for earning a living. This forces the workers to hire their labour elsewhere for the remaining part of the year. The sugar factories, during the early 1970s were in search of extra labour force, so both ends benefited during the period; a happy symbiosis in other words. So a tendency continued since then. The sugar

factories began to draw sizeably number of labour force, which was available at cheaper rates through intermediaries.

There is a specific background how this intermediation had began in sugar industry. The sugar factories during their crushing seasons require seasonal labour force to operate or to work on the activities like gavan work, press mud, lifting of sugar bags and placing them in godowns etc. A tender of this work has been noticed every year before the crushing season begins. Naturally contractors rush to undertake such work with required amount of labour force. So, the contractors entered in the work as intermediary between the sugar factory and the workers. The required hands have been recruited by the labour brokers. A contract has been signed by the factory management and labour brokers. No contract has been signed between contractors and workers. Mukadama is responsible for contractor. The labour brokers unite a group of cane cutters and/or bullock cart workers belonging to the same village or the region. There is a chain of intermediations between the factory and the workers. The mukadama (jobber) manages the gang (group) of cane cutters or bullock cart workers. Number of such gangs (group) functions in a factory depending on the factory's crushing capacity and the distance between cane farms and a factory. The first point in the agreement drawn up between the factory and contractor stipulates the number of koyatas the brokers will supply. Koyata is the name of sugar cane cutting big knife. The term koyata includes two workers; a cutter and a pruner (cleaner of cane and binding the cane bundles). Normally, a 'Koyata' consists of a unit of family i.e. husband and wife. In some other cases a koyata includes three workers. But the payments have been made on the basis of a 'Koyata', half koyata etc. Mukadama manages the team of workers.

One who sign the contract will receive the wages from sugar factories depending on the volume of cane (tonnes) supplied by the team. The payment is made for every 15 day's work so far done. The mukadama distributes the payment among the team depending on their work; i.e. in accordance with a koyata or half koyata or absent for a day/days etc. Mukadama or contractors takes certain commission (normally 10 to 11 per cent) for his job. Majority of mukadamas works as team worker also, so they derive higher payment (i.e. actual wages for his team work + commission). The mukadamas fall into two categories : those who hire work-teams together with a bullock cart and those who hire them without.

Before 1986, factory used to sent a few recruiting officials of agricultural department to the drought zones of Maharashtra. These officials communicate with labour brokers who were known to them. The negotiations between factory officials and mukadamas took place in respect of number of bullock carts and teams of cane cutters, which they think could bring along for factory season. In order to get the maximum advance of money, the brokers were inclined to give an exaggerated high estimates of the number of koyatas they had under them. The recruitment area was splited up into various regions, the factory officials go round number of villages to check whether the brokers could in fact supply their stated number of koyatas. With this information, the factory officials used to guess the reliability on the basis of the mukadama's service record, and finally a written contract was the result. (See Appendix 5-A). New jobbers were also selected at this point on the recommendations of the thrustworthy mukadamas. Most factory recruiting agents had themselves began as mukadamas and had maintained close contacts with their district of origin and a personal interest in particular candidates to the fore.⁶

Initially a mukadama used to maintain a small number of workers, gradually he could be able to maintain number of teams of both cane cutters and bullock carts. A mukadama or contractors while making an agreement had to submit or enclose with his agreement bond a 7/12 copy of his land ownership record which was treated as pledge against the advances paid by the factory. The contractors or mukadamas pay advances to the koyata holders on the oral agreement that he will accompany the gang of workers to harvest the cane fields under the said contractor or mukadama. The factory used to pay the first instalment of its advances to mukadama or contractor on September and a second instalment had been being paid, a few days before the crushing begins. While making an undertaking of contract, a mukadama or contractor has to bring two guarantor who had to sign the undertaking. Generally two guarantors belongs to the same profession i.e. contractor or mukadama. One helps another in worst conditions. A separate agreement was used to be made for vehicle owners (i.e. truck and tractor) by a notification in news papers (See Appendix 3.A).

Now-a-days a contract is being made with the vehicle owners i.e. truck, tractor or bullock cart owners. The vehicle owners themselves have to agree to perform the harvesting and transporting activities. Automatically the vehicle owners held the same mukadamas or contractors working earlier in a factory. A factory makes an agreement of contract with vehicle owners instead of contractors or mukadamas. This practise has been followed by a few factories in Western Maharashtra a few other are following old method of recruitment. New method of recruitment is because of the application of the Contract Act, Migration Act and BIR Act to farm sector workers. A few factories are running the trusts,

labour co-operatives and other types of organisations. The trusts makes the contract of cane cutting and transporting the sugar cane for a factory to which it is affiliated.

The contractors makes a contract orally with the head (mukadama) koyata. This individual is then responsible to bring along with other two three workers who will be working with him. The bullock cart owners, through their mukadamas or individually contract with sugar factory directly. The head centre workers have to depend on the vehicle owners. On behalf of all workers, a vehicle owner makes a contract with sugar factory. So the vehicle owners have taken the place of factory officials. However, factory officials also help in this mutual dealings.

The labour broker may not change the factory. While the workers can do change the factory. But recently the brokers can change the factories, as they are not making any contract with sugar factories. The vehicle owners have to work for the same factory, where they make an agreement of contract, however, he keeps in his hold the workers through his earlier contract with mukadamas. Most of the factories have their offices in drought areas, through which they can communicate, the labour brokers and bullock cart owners. The matter of agreement between vehicle owners and the factory is same as earlier(Appendix-5.A). Recently a few factories of Western Maharashtra have established the trusts, labour co-operatives etc. They are making contract with a factory. All other dealings are as earlier in case of mukadamas and workers. The trust makes a contract with mukadamas. Almost all type of payments are being made through trusts.

The head centre workers generally belongs to agricultural labour class. The cash advances from the factory/contractors helps the workers to fulfill the needs in off agricultural season. The bullock cart owners are little better than head centre workers. Bullock cart owners are mostly peasants who possess a modicum of agrarian capital : a piece of land and a pair of bullocks with a cart. Of late the factories have organised to supply tyre carts on hire basis. Both bullock cart workers and cane cutters bring some domestic animals with them to destination. The advances taken against the factory work is used for consumption, repayment of old debts, repair of bullock carts, purchasing the pair of bullocks. Two workers can establish a unit of bullock cart by sharing single bullocks each.

The relations and social acquaintance of the mukadamas and workers helps to undertake mutual dealing between them. The mukadama or contractor, while recruiting the workers considers the personal qualities, health, reliability, honesty, hard working attitudes etc., however, this depends on the supply of labour conditions. He will not be persistent of above qualities if supply of labour is meagre. Generally, a labour broker who plays more advances, he may get great number of workers. So, there is competition among the labour brokers. To obtain a tyre cart from sugar factory, a worker - bullock owner has to depend on the support (help) of the mukadamas or contractor because now-a-days demand for tyre cart is increasing. Majority of sugar factories provide the koyatas to cane cutters.

5.4 ORGANISATION OF WORK :

During the off-factory season, particularly in the months of July, August and September, Field Supervisors and the Slip Boys - the employees of Agricultural Department of Sugar Factory, visit to their duty areas (allotted villages) to register the sugar cane area of both member share holders and non-members. Every cane-grower farmer has to make an agreement with the sugar factory, that the sugarcane of a particular land area so far registered (i.e. the area and survey number) will be supplied to the factory. The registration of sugarcane of non members is known as gate cane purchasing, which can be registered before or even during the factory season depending on the needs of sugarcane quantity for crushing.

On the basis of this, a villagewise harvesting plan (i.e. a list of farmers and their area of sugarcane) has been prepared depending on the types of crop i.e. Adasali (18 months crop), plantation-suru crop (12 months) and ratoon crop etc. Priority to harvesting, is being given to 'adasali', 'suru' and ratoon crops. Datewise priority list has been displayed on the notice boards of Credit Society, Gram Panchayat and Block or Divisional Offices of the sugar factories.

Planning is such that the work as far as possible is done in blocks of adjacent fields, several vehicles with the harvesting teams being assigned there under their mukadama. Generally, crops within a radius of 8-10 km. from the sugar factory has been allotted to bullock carts. The trucks have assigned to a longer distance and the trolly-tractors are used for medium distances of 10-20 kms. The H.C. workers have to work with their vehicles, as their mukadama had agreed to work with all other workers.

At the central place of the duty areas the HC workers have to station temporarily; and on which they improvise their shelters with the materials like, bamboos, wood sticks and hutmats given by the factory. The material is given on the confession that, same should be returned to the factory after the crushing season. The HC workers have to decamp the place as soon as the cane fields in the immediate vicinity have been harvested. A new camp lying close to the next plots of sugarcane to be harvested be settled with the help of same material.

The Field Supervisors and Slip Boys oversee the work of harvesting and transporting. A Slip Boy issues a note (which is an order slip of cane harvesting) to the mukadama - a team leader of HC workers, the farmer cane grower and vehicle owner (tractor or trucks). In accordance with that a team of cane-cutters in case of HC workers, go to cane fields early in the morning for cane harvesting. After harvesting a load of a truck or tractor they stop to work. Loading of vehicle is being done, whenever the vehicle is available. Harvesting of canes thereafter depend on the next trip of the same vehicle.

Normally a team of 10-15 koyatas (20-30 workers) can harvest ^{of} two loads of truck/tractor a day. But transport is not restricted to any set of hours, because vehicles have to wait for weighing and unloading the canes at gavan centre (A rack, where the sugarcane is placed to proceed towards crushing chain). Even if the vehicle arrives at night, the HC workers have to load it, however, it depends on the mutual understanding of the vehicle owners by wages on the basis on weight of sugarcane, they agree to work at night. Therefore, both try to maximise their earnings. The farmer, at night has to make the availability of light.

The weighing unit issues a weighing receipt in triplicate to the vehicle owner; one for the cane grower, second for the vehicle owner and cane cutters, third is sent to billing section of the factory. The sugar factory makes its payment after 15 days. The slip boy is in daily contact with the mukadamas of the gangs working in the fields checks that the cutting is done according to the regulations, that the cane stalks are properly cleaned and transported without delay, and has strict instructions to warn his superiors immediately if any problems arise. The factory officials (overseers of Agricultural Department) makes a round of inspection occasionally. A weekly meetings of Field Supervisors and Slip Boys have been conducted at the factory site, so as to assess the progress made in respect of harvesting and assign a plan for a next week/ weeks. The problems of workers have been put before the Slip Boy or Field Supervisors through their mukadamas.

Before, 1986 the harvesting and cart transport payments were directly made to the workers and carters through their mukadamas. But now-a-days a combined bill is paid to lorry owners, after deducting lorry owner's bill, the remaining amount is handed over to mukadama. Mukadama distributes the same among his team members. Bullock cart workers directly get their payments from the factory.

The gangs of cart owners, who are stationed within the radius of about 5 k.m. or less can sometimes manage to cut and deliver two loads in 24 hours. This is a privilege given to old trusted mukadamas and his cart owners. In a few cases the transport rate has been fixed on the distance (k.m.) from where the sugarcane is being transported. Quick delivery of sugarcane to the gavan centre is essential, because

that improves the recovery. The harvested cane must have to be crushed within four hours, otherwise the ratio of sucrose will come down as time passes (See Table 5.2). No payment to harvest workers and transport workers is being made during the set backs in factory operations due to electricity cuts, break-down of machinery and periodical cleanings.

The head koyata workers, generally, male workers go on cutting the standing canes. The other workers help to prune the sugarcane and make the sizable bundles to be loaded in the vehicle by head load. The

TABLE 5.2
RECOVERY RATES

Sr. No.	Time period required for crushing after harvesting	Deteriation in weights Kg.	Decrease in sugar yield per tonne of sugarcane (Kg.)		
			As per R.S.	As per poll loss	Average
1.	After 0 hour	0.000	0.000	0.000	0.000
2.	After 8 hours	14.000	1.045	-	1.045
3.	After 16 hours	17.500	1.900	-	1.900
4.	After 24 hours	29.500	3.990	2.640	3.315
5.	After 32 hours	39.800	5.225	3.280	4.253
6.	After 40 hours	57.500	7.125	4.880	6.003
7.	After 48 hours	64.700	8.645	6.040	7.343
8.	After 56 hours	73.800	10.450	7.280	8.865
9.	After 64 hours	77.000	12.445	9.920	11.183
10.	After 72 hours	83.00	13.870	15.160	14.515

Source : Deccan Sugar Technologist Association

green head leaf of sugarcane has been sold to the villagers by female harvest workers. The age old person or a lady worker, by rotation, is kept at their camps so as to look into the huts and small childrens. Animals, if any, are taken together at work sites to feed the sugarcane head (green) leaf fodder.

5.5 CONDITIONS OF WORK :

While making an agreement, conditions of work, payment and all other expectations from workers by a management are signed by the respective contractors and vehicle owners. (See Appendices to this chapter) The wages are determined as per the awards declared. The cart owners get little more than HC workers because they have their capital investment in bullocks and carts.

The HC workers, who confine themselves just to cutting (and loading), divide what the work brings in equally among their groups/gangs. For example, cutting, pruning, head load transporting, loading and arranging the cane bundles systematically and tightening the load (by all workers) etc. In case of the sugar factories, where the mukadamas makes an agreement with sugar factories, there the harvesting bill is paid to him. Mukadama has to attend the Account Department of sugar factory on a day when factory distributes the payments to the workers. He is equally paid with other workers for doing this job. The mukadama make use of this visit to discuss the course of the harvest, exchange experiences, advise each other on the worker's problems, if any. The factory settles every account related to harvesting with the Mukadamas or vehicle owners as the case may be. The advances paid during pre-factory season will be deducted in equal instalments, which run till almost at the end of the

harvest campaign. Same is the practice between Mukadamas and workers. Further the grain bill (allowances), which is supplied to the cane cutters by the factories or Mukadamas or contractors is accounted for. No such provision is in practise in case of vehicle owners making agreement with the sugar factory. However, vehicle owners manages such provisions, if necessary and convenient to both vehicle owners and the cane cutters. A few factories run a temporary fair price shops for the workers.

At the concluding period of the season, workers prepare to move towards their origins, therefore, the number of workers in a group/gang may come down. Moreover, because of the summer vexation the cane harvesting becomes difficult and labourious. So, a few workers ran away to their origins in the mid-season. An indebted worker work till the end of the season, because he is worried of his indebtedness. The detail account of socio-economic aspects of the workers is discussed separately in a corresponding topics.

No payment to workers is made during his sickness or absency because of any reason. Certain medical help is being given to the workers in case of illness from factory hospitals, if slip boy and fieldmen certifies. Sometimes it goes difficult to recover the advances paid by Mukadamas to the workers, however, he manages this task with his skills and mutual understanding between them. The gifts are given at the end of harvest campaign which is in ^{the} form of kind (utensils, saries, dhotis etc.)

The farmer - cane growers are nothing to do with the harvest labour. They are apparant. The only thing that they are expected to do is, to supply the drinking water and firewood during the time, a gang of cane cutters is at work on their farms.

Apart from the above conditions of work, as stated in Third Award (22 September, 1987) for cane cutters and transport workers, a worker can take 50 per cent of green head leaf of sugarcane, which a worker can sale it to the villagers. The present (1992) rate of 100 such bundles (each bundle includes 4-5 pieces of green leaf head of sugarcane) is Rs. 16.00 which was Rs. 10-12 in 1990-91 season. The farmer owner is reluctant to take 50 per cent of green leaf fodder, because of the availability of other variety of fodder for his animals. However, a few farmers deserve such fodder in each village areas.

One of the important condition of work is that, the cane cutters have to transport (by head) the cane bundles, to load the vehicles upto the distance of 100 mts. from the cane bundles. If motarable roads are not available, than the T.C. workers will be paid according to the rates determined by the Award. The D.B.C. workers get extra rates other than cane cutting on account of transport changes on per km. basis as determined by the Award. The H.C. or D.B.C. workers are not responsible for any damage of sugarcane on the way to the factory.

5.6 INDUSTRIAL RELATION :

5.6.1 The Concept of Workman :

The history of trade union movement in sugar industry reveals the changing scenario of industrial relations. The beginning of the trade union movement was due to the unrest among the sugarcane farm workers in the farm sector, which was rather responsible to organise the factory sector workers. The factory workers are well-organised under different trade union leaderships. But the farm sector workers are not aggressive in making their own unions.

It was the choice of the trade union leaders in early years to emphasise the unionisation of factory sector workers which was later on result into an unionisation of farm sector workers. As the farm sector workers were scattered, they did not unite for their common interest. However, the season of unrest had began on February 1974. The harvest and transport workers were prepared to agitate for higher wages. It was the first time that farm sector workers were ready to strike for wage revision.

The strategy of strike was followed, when the trade union leaders little tired due to the dragged fight in court after courts. Since beginning, the sugar companies do not agree to accept the contract workers as their workmen or employees. The Chairman of the factories, many of them legislators themselves, are confident of support both from the legislature and from the Government. The facts came in light when the workers of Maharashtra Sugar Mills demanded to pay the bonus. The dispute was referred by the State Government to the arbitration of the Industrial Court in the exercise of its power under Section 73 of the Bombay Industrial Relation (BIR) Act, 1946. The award made by the Industrial Court was that, "the company had to pay to each worker bonus equal to three-eighth of the total basic earnings during the previous year." Further the award directed that, "it applied to all employees of the company including muster-roll labour as well as contract labour since contract labour was within the definition of employee in Section 3 (13) of the Act." Section 3 (13) of the Act reads "employees" means "any person employed to do any.....work for hire or reward in any industry, and includes, (a) a person employed by a contractor to do any work for him in the execution of a contract with an employer."

The term contract included, (a) that the contractor was to engage for work under the company 'responsible servants such as you may approve of,' (b) that either the contractor was to distribute wages of the coolies engaged by him or the company's officer's themselves could distribute those wages to the coolies engaged by the contractor and (c) that at the end of the season, after the work for the season was fully carried out, the deposit amount in the contractor's name could be refunded by the company, at its option, either to the contractor or directly to the workers engaged through him.⁷

In view of the terms of contract made between company and contractor, definition of employee under Section 3(13) of BIR Act, 1946, and the award given by Industrial Court, the Supreme Court held that, "In view of the clear terms of the contract, and further in view of the fact that in respect of amenities and concessions as to supply of grains, free housing material, cloth etc., contract labour was treated on the same footing as muster-roll labour, it could not be contended that the relationship between the Company and its contract labour was any other than that between employer and employees. The only difference between muster-roll labour and contract labour employed by the company was that in the case of the former there was a direct contract between the company and the employee, when in the case of the latter the relationship of employer and employee was brought about through the inter-position of a contractor."

"It must, therefore, be held that contract labour employed by the company was covered by the definition of the word 'employee' contained in Section 3 (13) of the BIR Act, 1946, and that the award

made by the Industrial Court applied not only to the muster-roll labour of the company, but also to its contract labour."⁸

The harvesting workers and transport workers are the contract workers, who made a contract with sugar factory through their Mukadamas so, above award is applicable to them too.

Same awards were held by the Supreme Court in case of Kolhapur Sugar Mills Ltd. V. their workers dismissing the write petition of Kolhapur Sugar Mills. The Bombay High Court had observed that, "the admitted facts in the case leave no rooms for doubt whatsoever that the work in question was work which was ordinarily part of the undertaking of the petitioner company, the contractors and their team of workers are employees of the petitioner; that the petitioner company was their employer."⁹ The Supreme Court had also held (in the dispute between the Godavari Sugar Mills and the Kopergaon Taluka Sakhar Kamgar Sabha, Sakharwadi) that, the employees of the contractor were to be deemed direct employees of the main employer and that all conditions and terms of employment to the direct employees could be made applicable to the employees of the contractor. The Industrial Court had also held the same award in case of six sugar factories of Ahmednagar district and two sugar factories of Baramati taluka. The Malegaon award (18 April, 1972) made by the Maharashtra Industrial Court does not seem to fully accept the definition of the contractor. R.D. Tulpule, Member of the Industrial Court has in the judgement referred to the definition, "According to the Sabha (the Baramati Taluka Sakhar Kamagar Sabha), the practice of the Karkhana is to pick up

a workman and describe him as a contractor and enter into a contract with him while the work is being done by the entire gang. The contractor himself is also a cartman and harvester."¹⁰

Even the Uttar Pradesh Industrial Disputes Act, 1947 is also in favour of the contract labourers.¹¹ In case of Basti Sugar Mills Ltd. V. Ram Ujagar (463), the question arose out of an order terminating the service of the person on a certain work after it was over without paying them the wages at the minimum wage rates prescribed under a Government order issued under the Act. The company contented that it was not the employer of these workmen and that they were in the employment of a contractor who was given the contract to do that work. The case was firstly referred to the Labour Court. The Labour Court referred to held that, appellant company was in law the employer of the discharged workman, and that they were entitled to the benefit of the standing order. It accordingly directed that the workmen be paid wages at the rate prescribed in the standing orders and that they be reinstated in the next crushing season.¹² Further the Supreme Court also held that, "Reading Section 2 (i) and 2 (z) together it must be held that persons employed as in the present case, by a contractor to do the work of removal of press mud, which is a part of the routine work in the sugar factory, are employees of the factory and in relation to them the owner of the factory is 'employer' for the purpose of the Act. It follows that such labourers are entitled to claim against the management of the factory. The benefits given

to the workmen in such factories under the Act or under any rule of order made or issued thereunder.¹³

Same awards were confirmed by the Maharashtra Government on 4th October, 1952 and again on 3rd December, 1981 (See Appendix-7-A and 7-B). The State Governments are competent authorities to notify in this respect. In case of Vishnu Sugar Mills Ltd. V. Their workers (196)¹⁴ the question was raised whether in view of the fact, under the schedule to the Industries (Development and Regulations) Act, 1951, sugar is a controlled industry, the State Government was competent to make a reference of any dispute arising in the sugar industry. The Supreme Court held that, "it is true that sugar is a controlled industry under the Industries (Development and Regulation) Act, 1951, but that does not conclude the matter.....if no such notification has been issued by the Central Government as is required by Section 2(a)(i), the appropriate Government for making a reference of a dispute even in a controlled industry is the State Government and not the Central Government."¹⁵ Therefore, as notified by Maharashtra Government it is in fact be accepted that the contract workers either engaged in factory sector or farm sector related to sugar industry are the workmen of the industry and they should be confirmed for the next corresponding seasons. But the industry is not accepting the farm sector workers as its employees.

Even the question of workmen in respect of farm sector workers was excluded in the terms of references in almost three Wage Boards. However, the question was raised by workers representative

in Third Wage Board. viz. Bhau Phatak in his note of desent.¹⁶ He stated that, "I do not agree that the workers employed in agricultural department and workers employed for harvesting and transport of sugar-cane from fields to the factory are excluded. On the contrary, they are very much the employees who are to be given protection and shelter." In this connection he referred the Govt. of Bombay Notification (See Appendix 7.A). According to him the notification is quite unambaguous and all service or employment connected with the conduct of the above industry, i.e. manufacture of sugar is very much covered by the above said notification.

Recently (November 1991) the Bombay High Court held to abolish contract labour system in sugar industry (See Appedix 5.B). The same was referred back by the Labour Court in case of Godavari Sugar Mills Ltd. V. Kopergaon Taluka Sakhar Kamgar Sabha (271)¹⁷ which was confirmed by the Supreme Court stating that, "it cannot be conteded that the dispute as to the abolition of contract labour is outside the jurisdiction of the industrial court as being completely covered by item (6) of Schedule III of the B.I.R. Act 1946 which relates to 'employment'. But the industry unnecessarily delaying the fact to accept harvesting and transport workers as its employees by an appeal either to Industrial Court, or Labour Court, or High Court or Supreme Court.

5.6.2 The Contract : Changing Opera

As stated earlier, upto 1986, the sugar factories were making a contract with labour brokers and the vehicle owners separately. The contract with contractors and Mukadamas was related only to harvesting, pruning, binding the sizable cane budles and loading the vehicles. While

the contract with vehicles owners was concerned to transport of sugarcane from farm to factory. The industry was not so aware of the acts applicable to farm sector workers till 1986, but after the successive strikes of 1980s and 1986s, the workers and trade union leaders became very aggressive.

The detail terms and conditions of the contract was as indicated in Appendix-5.A. Both HC and DBC workers have to sign a contract as per this proforma. Different sugar factories have additional terms and conditions other than as specified in Appendix-5.A.

After 1986, some sugar factories have identified the mystifying matter and the results of contract with labour brokers. So, they initiated to make an agreement with either vehicles owners or the trusts or societies. This was because of the awareness about the various acts applicable to this industry. Following Acts are applicable to farm sector workers of sugar factory.

- 1) Bombay Industrial Relation Act, 1946.
- 2) Contract Labour (Regulation and Abolition) Act, 1971.
- 3) Minimum Wage Act, 1948.
- 4) Workmen's Compensation Act, 1923.
- 5) Inter-State Migrant Workmen Act, 1979.

Eventhough some sugar factories are following the earlier method of contract. A few factories have changed the matter and respondent of an agreement in connection with farm sector work of sugar factories. Such factories are making a contract with bullock cart owners and truck/tractor owners directly. (See Appendix 5-C). No contract is

signed with labour brokers or Mukadamas, however, the vehicle owners like truck and tractor are deserving the help of such labour brokers. Earlier the labour brokers were entitled to derive 10 to 11 per cent commission (on the total pay to harvest workers) for their services to the factory. No commission is being paid by the vehicle owners, but the advances are being paid to the contractors and Mukadamas. No mention of the commission is being made by Dadasaheb Rupwate Committee in its interim report. The major earnings of the Mukadama is the interest on his advances.

A sugar factory in Maharashtra had amended the bye-laws in a general body meeting on 30th August, 1982 with a notice to its members (See Appendix-5-D) in respect of harvesting and transporting activities of the sugar factory. Wherein it is stated that, "the sugarcane grower himself should harvest the cane and transport to the factory gate. No responsibility of harvesting and transport is being born by the management of the sugar factory."

Apart from this, number of sugar factories have established the trusts, societies and other type of organisations to harvest and transport the canes to sugar factories (See Appendix-5.E)¹⁸ Wherein it is mentioned in the constitution of the trust that "trust will plan and arrange to harvest and transport the sugarcane, the sugarcane grower have to help the trusts. The Managing Committee of the sugar factory will act as trustees of the trusts. The decisions of the trustees will be final." Some trusts have followed to make a contract with labour brokers as sugar factories before 1986.

5.6.3 The Strikes :

The labour unions, a little tired of the dogged fight through the courts were brooding on a strike in 1970s. A token strike was organised on 5-2-1974. The Government which dawdled on the issue through the famine years (1972-73), is the beginning to feel that further delay would be unseemly. In Kopergaon the lords of the industry met to raise the wages.¹⁹ But the President of Maharashtra Rajya Sakhar Karkhana Sangh Ltd., Mr. Shankarrao Ganesh Kolhe not prepared to indicate the pressure of the sacrifice, they were ready to make. The workers and contractors (and Mukadamas) were restless, so they began to explain, why the wage rates be revised ? The bajra prices during 1974-75 hiked from Rs.75 to Rs. 150 a quintal. The prices of bullock pair went roughly to Rs. 900. A worker who had taken an advance of Rs. 1500.00 from his Mukadama had to pay Rs. 2000.00 immediately after the season. The rate of interest at that time was 10 per cent per month.²⁰ (Same is the practice even today). Thus, there was an unrest among the workers and labour brokers in 1970s.

At last, an agreement was signed on 26th November, 1979 raising the wage rates and transport rates. But the workers were not satisfied with the wage rates declared in the award, so it was the first time, in 1980-81 season, the union leaders had succeeded in organising a State level workers engaged in farm sector works. The workers were asked not to leave their original places unless their wages are revised. The crushing dates of all sugar factories have gone ahead and postponed. The helpless factory management communicated the Labour Minister of

the State to interact to solve the obstructions. The negotiations continued for four days. Lastly the award was signed on 30th October, 1980 confirming an increase of 30 to 40 per cent hike in wage rates and transport rates. The agreement was applicable for corresponding two seasons.

Shankarrao Patil Committee was appointed to recommend in respect of other undecided demands of the harvest and transport workers. But the committee never agreed to accept their demands. The Committee only recommended to make a list of the workers for every 15 days and asked the factory management to solve the problems of farm sector workers priority. The Committee further recommended to continue the present practices.

On 1st November, 1982, the contract had expired, since then no award was declared. The prevailing wage rates and transport rates continued for next four years.

It was on 23rd October, 1986, a conference of canecutters and bullock-cart owners and Mukadamas was held at Beed under the leadership of Maharashtra Rajya Sakhar Kamgar Mahasangh. The union leaders convinced the workers to follow the same strategy as it was adopted in 1980, i.e. not allowing the workers to leave their original places unless the wages were revised. As usually the Government called a tripartite meeting on 22nd September, 1987 and signed an agreement of wage revision. This time the union leaders persisted the Government to take an effective step to solve the problems of farm sector workers in sugar industry permanently. Accordingly a Committee under the Chairmanship of Dadasaheb Rupwate has been appointed by the Govt.

The Committee submitted its interim report only related to wage revision on 28th June, 1990. The Committee is unable to submit its final report till to-day. So, the union leaders have lost the faith on the Committee. With the end of 1991-92 crushing season, the duration of wage award had also exhausted.

5.6.4 The Demands :

The demands of the farm sector workers were first came in to hike the wages, for which strike was organised, known as Haregaon strike, in the year 1936. Later on the Kolhapur Sugar worker's strike, Phaltan Sugar Worker's strike, Godavari Sugar Worker's strike, Mahalaxmi Sugar Worker's Tilaknagar and Belwandi strikes were organised by different groups of union leaders for recognising their number of demands including wage revision, bonus, protection to individual workers and management's suppression and oppressions etc. The unit level factory sector union leaders were confident in their agitation and they, to some extent succeeded in attaining their demands.

Since the installation of co-operative sugar factories in the State, the union leaders were discouraged and opposed to establish the sugar factories on co-operative principles. In the year 1962, Jaysing Mali and R.G. Panderkar had organised a six days strike of cane cutters and transport workers at Bhavaninagar Sanser (Tal. Baramati). Their main demands were wage revision and bonus. Such types of strikes were organised demanding the same in different undertakings including co-operative sugar factories. Simultaneously, the worker's unions of Kolhapur, Phaltan, Kopergaon, Shrirampur, Malegaon, Someswar and a few other sugar factories went to court.

The factory sector union leaders instead of concentrating on the court matters, began to organise strike of harvest and transport workers. The union leaders had succeeded in organising a strike in 1980. The 1980s strike was a great success, because the strike had spread all over the Maharashtra State. On the occasion, the union leaders were very firm ⁱⁿ the benefits and facilities to the workers of farm sector. In response to their demands, Government of Maharashtra appointed a committee under the Chairmanship of S.B. Patil to recommend about undecided and unsolved problems of harvest and transport workers. The principal demands of worker's unions pleaded before a committee were as under :

- i) All sugar factories should have to maintain the attendance register for harvesting and transport workers.
- ii) The table of distance between fields and sugarcane carriers (vehicle) must be revised.
- iii) The factory management should arrange for stay, water and light at the camps of migrant workers.
- iv) Compensations should be paid to the carters for the death of bullocks and any break-down of carts.
- v) The factory should arrange to appoint a veterinary doctors for treatment of bullocks of the carters.
- vi) Free medical treatments should be made available to harvesting and transport labourers.
- vii) The factory should initiate to attain grant-in-aid from the Government so as to rebuilt the damaged roads.

viii) The schooling facilities should be provided to the children of harvesters, carters and contractors.

ix) The factory should pay the retention allowances to the seasonal workers.

x) Compensation to fatal accidents should be paid to such workers.

xi) A facility to supply loans to cartment through banks be made available.

xii) The existing benefits to factory sector workers be extended to contract labourers working in sugar house etc.

xiii) Sugar at concessional rate should be made available to harvesters, cartmen and contractors like all other factory employees.

Demand No. II, VIII and last three (XII, XIII and XIV) were not granted by the Committee. Other than these demands, to certain extent, all facilities, more or less were existing with majority of sugar factories, but not in a generalised form. So, the committee vaguely recommended the continuation of present position. Even other recommendations were also discouraging (See Appendix-5.H).

In response to the appeal made by the union leaders from all over the Maharashtra State, a State Level Conference of workers was called on 23rd October, 1986 at Beed. The conference was on the background of wage revision and other relevant demands. Datta Deshmukh Madhukar Katre, Manik Jadhav, Santaram Patil, B.R. Bavake, R.G. Panderkar had guided the workers, and appealed to organise a strike once again like 1980s for attaining their demands. Their slogan in the conference was "Unless our wages are doubled, we will not leave our villages, no koyata will be handled and no bullock-cart will be yoked."

Their major demands were : (1) The wages for cane cutting should be Rs. 26.00 per tonne. (2) Transport rates for first stage, Rs. 15.00 per mile, second stage Rs. 22.50, and Rs. 3.00 per mile for additional distances. (3) Wages for H.C. workers be Rs. 28.50 (for first stage) and Rs.30.50 (for second stage) per tonne and for truck centres Rs. 40.00. (4) Wages should be linked to price indices. (5) Gifts and bonus should be paid every year. (6) Abolish the trusts and societies. (7) Transport distance must be calculated from cane fields to gavan centre. (8) Convinient stay facilities to the workers be made available. (9) Water to men and animals and light facility at camps be provided. (10) Compensation to burn, accidents, death of bullocks etc. (11) Veternery facility to the animals. (12) P.F. facility, (13) Repair of roads, (14) Schooling facility to the children. (15) Unloading of bullock cart within four hours. (16) Supply of sugar (3 Kg.) on controlled rates. (17) Food, fodder and other carting material at concessional and fair rates. (18) The rent of tyre carts supplied by sugar factories should be Re. 1.00 a day and all repairs be made bythe factory. (19) Insurance (Janata) facility. (20) No additional recruitments of the workers. (21) No interest on advances. (22) Travel grant of Rs. 50.00 per day while going to their original places after completion of the season etc.

Further, it was resolved that the existing unions be strengthened and new unions be established at village and tehsil level.

The strike of 1986 was a great success. The wages had been got revised. Besides repeating the earlier strategy, the union leaders insisted the Government to solve the problems of workers permanently.

Government of Maharashtra agreed and conveyed their leader's demand and a committee under the Chairmanship of Dadasaheb Rupwate was the outcome.

While pleading before the Rupwate Committee, the Maharashtra Rajya Sakhar Kamagar Mahasangh demanded the following major demands on 18th May, 1989.

1) Harvesting and transport of sugarcane is exclusive duty of sugar factories, therefore, the workers involved in this activity are the employees of the sugar factory. Their appointments should be made through sugar factories. No agreements with trusts and societies be made hereafter.

2) Harvest and transport (H & T) workers are the unskilled workers, the facilities which are made available to other unskilled workers of the factory should be provided to harvest and transport workers.

3) Daily muster roll should be maintained in accordance with Minimum Wage Act. All deductions should be shown in the pay sheets. A minimum wage of Rs. 20.00 for 7 hours work should be given and implementation of contract act be made. A compensation of Rs. 2.00 per hour for late unloading be given to all workers.

4) The wage should be revised and linked to average excess increase of price indices during July 1989 to June 1990 over last year's indices applicable from 1st October, 1990.

All other demands were as earlier. Simultaneously the Sakhar Kamgar Mahasangh arrived a writ petition in Bombay High Court bearing No. 462/1988, and that has been admitted by the Bombay High Court on 21-3-1989. The major demands included in the writ are :

1) The H and T workers are the employees of sugar factories as per BIR Act, 1946 and the awards held by different courts.

2) The H and T workers should get all facilities as the workers of factory sector like provident fund, gratuity, bonus, retention allowances, leave etc.

3) The workers must be paid immediately at least equal to the minimum wages in Zone 'A'.

4) Maintenance of muster rolls, pay sheets, presenty cards, pay slips etc. as per Minimum Wage Act and Contract Act be made compulsory.

While discussing the issues at the meeting of Rupawate Committee on 1st December, 1990 and on 28th January, 1991 the Factories Federation (Sakhar Sangha) had raised certain issues like :

i) The H & T workers are not the employees of the sugar factories.

ii) There is no need of making an award, as Government has not convinced and asked the Committee to accord an agreement.

iii) H & T workers are the 'Mazoors' not the 'Kamgar' etc.

The issues are contravercial and hence no decision is finalised. However, all members of the Committee have unanimously resolved that the H & T workers be paid in accordance with minimum wages. Meanwhile some questions were raised in the meeting. They were as follows :

i) To what extent, the wages be increased so as to attain the level of minimum wage ?

ii) How to determine the number of workers and a time required to harvest one tonne of sugarcane ?

iii) How many hours the carter workers do work in a day time ?

iv) How to estimate the rate of interest on capital investment in the form of bullocks and carts ?

v) How to estimate the expenses made by workers for fitting the iron rings to cart wheels, nailing the hoofs of the bullocks, consumption expenses on the bullock and repairs of the cart etc. ?

The issues are not settled by the Committee. A demand is being made by the union leaders to enact a separate law to provide stability and settle all problems related to H & T workers and to keep them away from the opera of contractors.

Once again on 1st March, 1991, the worker's representative; Kishor Pawar, Madhukar Bhise, Babanrao Pawar and Madhukar Katre have sent a memorandum to the Committee in connection with following important facts :

i) The Committee is requested to recommend, to enact a separate law like bidi workers, orchard and vegetable garden and mine workers Acts. Besides Government be asked to implement the laws related to H & T workers.

ii) The charter demands sent earlier may be taken into consideration, when the Committee recommends. Further the Committee is requested to go through the guidelines given by Gujarat High Court in respect of Civil Application No. 6685/1986, the guidelines are expected to be included in the Committee's final recommendations.

iii) The Committee is requested to consider the BIR Act 1946 and the awards held by different courts (six sugar factories workers' of Kopergaon taluka, workers of Kolhapur Sugar Mills, ^{workers of} Malegaon and Someswar Co-operative Sugar Factories of Baramati taluka.

iv) The workers will not accept the modus operandi of trust and societies. The H & T workers should be appointed by the sugar factories.

v) An implementation of Minimum Wage Act is exclusively the responsibility of the sugar factories.

vi) All other demands must be fulfilled because the H & T workers are coming from drought areas. Therefore, they may be facilitated by some special benefits so as to attain social justice.

On 19th October, 1991, the worker's representatives once again convinced the Chairman of the Committee by sending letter that, H & T workers must be recruited through trusts and societies. While the representatives of the Sakhar Sangha justified and supported the idea of trusts and societies in the Committee's meeting on 25th September, 1991. Further they justified that most of the sugar factories have already established such trusts, so, trusts and societies may be recommended.

The Chairman of the Committee requested the representatives of Sakhar Sangha to submit the following important documents :

a) The model constitution, bye-laws, rules and regulations of the trusts and societies.

b) The format of contract (agreement) bond between (i) trusts and sugar factories, (ii) trusts and cane growers, (iii) trusts and contractors (iv) terms and conditions laid in the advance receipt etc.

c) The modus operandi of financial transactions between trusts and factory etc.

The union leaders (factory sector workers) are very firm in their demands. They expressed that, they have lost the faith on the Committee. Even they communicated how trusts and societies are harmful to the workers (See Appendices 8.D, 8.E, 8.F and 8.G).

However the union leaders are in favour of the agreement as is in 8.C between bullock cart workers and sugar factory because, both workers and factory management sign an agreement.

The workers union i.e. Mahasangha communicated (on 4-1-1992) the Regional Commissioner Provident Fund, Bombay that, H & T workers be brought under Section 2(f) of the Employee's Provident Fund Act, 1952, and as such they deserve the benefits of this Act and schemes frame there under.

Thus, the strenuous efforts of having such trusts and societies or amendments of the bye-laws are convinced so as to escape from BIR Act, 1946 and the awards held by the Courts.

APPENDIX-5.ACONTRACT FORM FOR SUGARCANE CUTTING
(FOR MUKADAMAS AND CONTRACTORS)SUGARCANE CUTTING AND TRANSPORT AGREEMENT

Name : _____ At/Po _____ Tal. _____ Dist. _____

I the undersigned hereby agree to be contracted for sugarcane cutting and carting the same by bullock carts and declare that I have _____ bullock carts and cutting teams for which I state that:

1) I have joined as nominal member of your institution for the year _____

2) I accept the work of cutting and carting sugarcane from the fields of your 'grower-members' for the season during _____ on contract basis.

3) I accept the responsibility of a commission agent.

4) I have undertaken to supply a fixed number of carts and koyatas (knives) for which you have advanced me a certain amount for distribution among these koyatas. In case of failure on my part to supply the agreed number of carts and koyatas, I shall return the amount of the advance forthwith, failing which I bind myself over completely to the institution for it to recover same from my movable and immovable properties.

5) In the event of my supplying you a lesser number of carts and koyatas than the target you have given me, I shall return the proportionate amount to the institution as shown in the Tables (a chart is provided to the Mukadamas) against each cart and koyata, failing which I bind myself over to the Institution for recovery of the amount as per paragraph No. 4 above.

6) I shall arrange for sugarcane cutting/carting and loading of trucks regularly as per schedule and shall arrange the necessary carts/labourers for the work.

7) I shall arrange to cut the cane and load it from the places as directed by the officer of the factory according to their requirement. The cane shall be cut, level with the ground and shall be tied into bundles big enough to be carried by a man on his head. I shall not leave any pieces or parts of the cane lying around at the work site. Should any be found to have been left, I shall collect them and arrange to send them by lorry or cart to the factory forthwith.

8) When a lorry is sent to collect cut canes, I shall fill it up with the cut canes and shall not return the lorry empty. If the lorry is sent back empty due to delay or laziness on my part or my labourer's part then I shall be responsible for the payment of hire charges of that lorry.

9) I shall collect only cane leaves absolutely required for my bullocks. I shall have no claim whatsoever on the balance of cane leaves remaining. In the event that I or my labourers sell the cane leaves or canes, I shall be liable to any punishment you assign me. If necessary you can also immediately cancel my agreement and I shall accept the decision.

10) I shall stop my work when due to unavoidable circumstances the factory remains closed or its officers ask me to stop the work and in that event I shall not raise any protest nor claim any damages.

11) I shall be responsible for the repayment for any damage done by me or my cart driver or my labourers to the factory or the grower members.

12) As a contractor I shall be responsible for any injury to my labourers due either to negligence or force majeure.

13) I shall properly distribute to my labourers the advanced amount or wage bill received from the factory and shall maintain proper accounts for same. I further agree to the condition that in the event of any dispute between me and my carters or cutters my commission agency can either be terminated or any one of my labourers or carters be appointed in my place as a contractor, by the factory manager.

14) I shall present myself at the factory with my labourers and carters according to schedule one day before operations begin.

15) I shall be held responsible for and will pay for any damage resulting from premeditated and unanimous strike action by my workers and/or carters.

16) I shall continue to cut and cart cane throughout the season as fixed in a time table given to me. In the event of my failure to maintain the work as per schedule or my abandoning the work in the middle of the season. I shall forfeit my right to the commission and other facilities.

In the event of any dispute arising between us in respect of interpretation of anything contained in this agreement, I will abide fully with a decision on the dispute taken after arbitration according to the factory management.

I have signed the agreement on my own free will and
accord.

Witness :

1.

2.

Signature of the
Contractor/Mukadama

Address :

This agreement is confirmed on dated _____

Chief Officer,
Agricultural Department
(Sugar Factory)

APPENDIX 5.B

Notification

Industries, Energy and Labour Department,
Mantralaya, Bombay-400 032

Dated : 27th November, 1991

No. CLA-2090/268502/(2841)/LAB-1 - In exercise of the powers confirmed by sub-section (1) of Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970) the Government of Maharashtra after consultation with the State Advisory Contract Labour Board and having regard to the condition of work and benefits provided for the contract labour and other relevant factors such as those referred to in Clauses (a) to (d) (both inclusive) of sub-section (2) of the said Section 10 hereby prohibition employment of contract labour in the processes, operations and other works specified in column 3 of the schedule hereto, in the establishments mentioned in column 2 of that schedule.

SCHEDULE

Sr. No.	Name and address of the establishment	Details of the processes, operations and other works
1.	All sugar factories in the States of Maharashtra	1) Gavan (Sugarcane carriers) 2) Baggase boiling and lifting 3) Sugar house 4) Press-mud 5) Civil Departments (Maintainance only)

By Order and in the name of
the Governor of Maharashtra

Ramakant Asmar
Under Secretary to Government

APPENDIX 5.C

Bullock-cart Agreement Form (For Carters)

Season : _____

Date : _____

1) Name of Carter : _____

2) Name of Sugar Factory : _____

Cane cutting and transporting is being agreed and signed by me on the basis of following terms and conditions :

1) I am a nominal member of the factory. I accept the work of cane cutting, pruning, loading the cart and transporting it to the sugar factory.

2) The period of agreement is full season of _____

*3) I have agreed to supply _____ carts. I and my co-workers, who have agreed, are responsible for our work collectively.

4) I will follow the orders and suggestions of officers, also I shall harvest the cane flatly. I myself will load the cart and transport the cane to the factory.

5) I will give _____ % green head leaf of sugarcane to cane growers and I will retain _____ % for my bullocks. I will not sell the fodder.

6) I shall keep (all) bullockcart(s) agreed to supply cane during full season and however, I have right to change the number of labourers on carts.

*7) I accept the responsibility of provision of accommodation facilities to my carters coming under my control on my own expenses. I will use the hutment material if provided by sugar factory properly and the

same will be delivered to the factory, I will compensate for the damage of any material.

8) I will be responsible for any misconduct either made by me or my carter workers.

9) I will attend the field and supervise all carts. I shall supply the squeezed sugarcane, if required for convenient transport.

10) I accept the responsibility of compensating any damages of sugarcane, for which I will provide two witnesses. I allow the factory to deduct compensation from my bill.

11) I will strictly follow the harvesting time table; and any change therein made by the factory officials.

12) I accept the wage rate of indicated in the table.

13) I will accept my payment for every 15 days.

14) The factory is authorised to deduct any amount from the payment of the workers.

15) I will take necessary pre-season advances from the factory if required.

16) I also agree to authorise the factory to deduct pre-season advances from the early four payments.

17) I authorise the factory to deduct the value of the material provided by the factory.

18) I permit the factory to deduct ten per cent of the total payment which may be kept as deposits with the factory. At the end of the season and after the settlement of accounts, the balance amount may be paid to me.

19) I also authorise the Board of Directors to squeeze the deposits and commission amount in case of disobaying the terms and conditions.

20) I will be responsible for my accidents or damages of carter workers, I will not claim any compensation from sugar factory.

21) If any thing goes wrong in this agreement, I will accept the management's decision to arbitrate the obstruction.

22) All payments will be made through banks.

23) All controvercial matters are authorised to _____ courts.

24) The prevailling harvesting rates are accepted by me.

25) I will pay an advances with rate of interest.

*26) I agreed to supply _____ carts. I have to pay the advances to the carters for their home expenses, so I may be given the advance of Rs. _____ as 1st instalment, Rs. _____ as 2nd instalment.

I have signed the agreement on my own free will and accord.

Signature

Gaurantors :

1)

2)

Witnesses :

1)

2)

Signature of
Agricultural Officer

*Applicable in case of contractor.

APPENDIX 5.DCHANGE IN BYE-LAWS OF X CO-OP. SUGAR FACTORYEarlier bye-lawB.L. No.59:

"The harvesting and transport activities of sugarcane grown by share members will be managed by the Board of Directors of the sugar factory or that can be decided by the Board, as to which place, the sugarcane can be brought. The expenses will be borne by the institution. Simultaneously the factory is empowered to transport the cane through neighbouring plots, either cropped or barren."

Revised Bye-Law No.59 and additional sub-sections :59 (A) & 59 (B) :

B.L. 59 : "It is almost the duty and the responsibility of cane growers to harvest and transport the sugarcane to factory gate. Harvesting and transport expenses will be given to cane growers by a factory. The rates of expenses will be determined in the meetings of Board of Directors, the excess expenditure will have to be borne by the cane growers. The factory will only help in this (Harvesting and transporting) activity so as to get the fresh sugarcane for better recovery. No neighbouring farmers will obstruct the transport of sugarcane." (This was resolved in the General Body meeting).

B.L. 59 (A) :

"The sugar factory is empowered to order either farmers or transport agencies to transport the sugarcane through a neighbouring fields. The damage of crop, if any, will be compensated by the factory which will

be determined by the factory and the orders are essentially followed by members. But the road should not be regularised as public roads."

B.L. 59 (B) :

"If the motorable roads (constructed either by the factory or Govt.) are obstructed by making the roads narrow, or flooded with irrigation water on the roads and damaged its convinieny then, that can be fined, by the factory or the expenses on road repairs should be borne by such farmers, otherwise the membership of the factory will be withheld, if approved in a Board meeting.

All these amendments have been revised to change the system of harvesting and transporting of sugarcane.

30-8-1982

APPENDIX 5.EMEMORANDUM OF ASSOCIATION AND RULES
AND REGULATIONS OF X TRUST *Memorandum of Association

- 1) Name : _____
- 2) Registered Office : _____
- 3) Objects : The objects of the Institute are :
 1. To impart education to person belonging to all classes, creeds and communities, irrespective of sex and particularly Agriculturists and Agricultural labourers in their occupation, vacation, trade or business by starting, conducting and running suitable classes or schools or short courses or special courses for special curricula deemed suitable for the purpose of the Institute. Here the word education includes academic, technical, scientific, industrial, social, military, health, family planning, child care and other sorts and kinds.
 - 3.2 To start libraries in villages and Vasties, organize courses and study, oral lectures, to publish books pamphlets, brochurs by issuing and printing and publishing periodicals, daily or weekly papers, magazines or other printed or hand written and cyclo-styled papers, intended to advance social or cultural studies in all their branches of life of rural people particularly agriculturists and agricultural labourers and backward communities.
 - 3.3 To grant donations, subsidies, scholarships, prizes and free studentships to deserving persons from rural areas in particular.
 - 3.4 To promote the cause of all sorts of educations useful in day-to-day life, living and carrying out day-to-day work among rural masses in the adjoining areas.

- 3.5 To provide facilities for rural intellectual young men irrespective of sex, caste or creed.
- 3.6 To establish, run and manage hostels for boys and girls.
- 3.7 To develop among girls and boys, men and women from rural areas. A sense of discipline, a love of fair play and straight forward behaviour, spirit of service, honesty and sacrifices and to train them to become girls and boys, men and women of strong character, high principles, and of tallent and sympathetic out look, to develop in them a spirit of comradeship and sense of the unity and to destroy all social economical, communal, religious, prejudices.
- 3.8 To help agricultural labourers, contractors and their co-partners in securing day-to-day work in general and particularly in harvesting and transportation seasons of sugarcane and also other crops and in recovering return of the work done by them in time, promptly and without any monetary loss.
- 3.9 To help the agriculturists in their occupation and particularly rendering help in harvesting and transportation season of sugarcane and also other crops by securing the help and assistance of the agricultural labourers contractors and their co-partners to them and to act as intermediary between agriculturists and agricultural labourers contractors and their co-partners and help them in their work with misionionary zeal.
- 3.10 To acquire either by purchase, exchange, lease, gift or otherwise and to hold, sell, receive the purchase money or, convey, assign, lease, exchange and administer property both movable and immovable in any part of India and to administer and utilize

all such property wholly and completely in furtherance of the aims and ends of the Institute and not for the achievement of any other object whatsoever.

- 3.11 To lay out and prepare for building purpose any lands acquired by of leased to the Institute and to erect or procure the erection of buildings of any and all kinds upon any such lands as aforesaid and to alter, pull down, improve, decorate, maintain, furnish and to do any other works on or for or in respect of all or any buildings in which the Institute may be interested.

PART-IV

11) BOARD OF TRUSTEES :

The Board of Trustees shall consist of following :

- I) Honourable Directors of the X SAHAKARI SAKHAR KARKHANA LTD. elected by its producer members.
- II) Honourable Director or Directors of the X SAHAKARI SAKHAR KARKHANA LTD. elected by its ordinary members

11.2 The term of the office of the present and future trustees shall be concurrent with their term of office as Director of the X SAHAKARI SAKHAR KARKHANA LTD.

11.3 In case of any vacancy or vacancies the Director elected for filling the vacancy or vacancies on the Board of Directors of the X SAHAKARI SAKHAR KARKHANA LTD. shall automatically become Trustees of the institute, and thereby the vacancy/ vacancies will be filled.

In case of vacancies created on removal of Board of Directors of the X SAHAKARI SAKHAR KARKHANA LTD. under Section 78 of the Maharashtra Co-operative Societies Act, 1960, members of the Committee or Administrator/Administrators appointed, by the Director of Sugar, Poona shall enter into the shoes of Trustees and thereby the vacancy/vacancies shall be automatically filled in.

11.4 Trustee shall cease to be a Trustee :

- I) On ceasing Director on the Board of Directors of the X SAHAKARI SAKHAR KARKHANA LTD.
- II) On removal of the Board of Director of the X SAHAKARI SAKHAR KARKHANA LTD. under Section 78 of the Maharashtra Co-operative Societies Act, 1960.

11.5 A Trustee may be removed from the Trusteeship of the Institute by the other Trustees having majority in the Board if he does any act calculated to prejudice the interest of the Institute and its management. In case of vacancy created under this rule the remaining Trustees shall select or choose a member excluding Honorary member of the Institute as Trustee in the vacancy for the unexpired tenure of remaining trustees. The Board of Trustees may take the advice of the Council in filling up the vacancy created under this rule. The advice of the Council in this respect shall not be binding on the Board of Trustees. The member selected or chosen as Trustee may be removed from the Trusteeship at any time thereafter during his tenure by other Trustees on passing no confidence resolution by other Trustees with simple majority.

Provided that no Trustee shall be removed from the Trusteeship unless a Show Cause or no confidence notice is issued to him and he is given an opportunity to represent his case before the Board of Trustees provided always that if the vacancy of the removed trustee is filled in the manner prescribed under other Rules the Co-opted or selected or chosen trustee shall always cease to be the trustee of the Institute.

- 11.6 The Chairman of the X SAHAKARI SAKHAR KARKHANA LTD. shall always remain as the Chairman of the Trustees of the Institute.

On ceasing to be Chairman of the X SAHAKARI SAKHAR KARKHANA LTD. the Chairman of the Institute shall cease automatically to be the Chairman of the Board of Trustees. Newly appointed Chairman in his place in the X SAHAKARI SAKHAR KARKHANA LTD. shall automatically become the Chairman of the Board of Trustees in his place of the Institute.

- 11.7 The Trustees shall be Ex-officio member of the Council and will have equal rights with all members therein.

- 11.8 If the Trustees in the capacity of members of the Council are a consenting party to any resolution or act of the Council, this action on their part shall not be binding on them while acting as trustees in the Board and they will be at liberty to adopt a different resolution or course than adopted by the Council.

- 9.9 The quorum of the meeting of the General Body shall be one fourth the number of the members or ten members, whichever is less of the General Body entitled to attend as of right end to vote. If there is no quorum for a meeting it shall be adjourned. The adjourned meeting may beheld after 30 (Thirty) minutes on the same day or on such date as the President or the Chairman as the case may be, may decide. If there is no quorum at an adjourned meeting except the business relating to amendment of the Rules and Regulations, every other business shall be conducted in the usual manner without a quorum.
- 9.10 The Chairman and his absence the Vice-Chairman of the Board of Trustees shall always preside over any kind of General Body meeting in the absence of both of them the President and in his absence the Vice-President shall preside at the Annual General and other kinds of General Body meetings. In the absence of all of them the members present at the meeting shall elect a Chairman from amongst the members to preside over the meeting.
- 9.11 All business in the meeting of the General Body shall be decided by majority of votes of the members present and entitled to vote. In case of equality of votes, the President of the meeting shall have a casting or a second vote.
- In case of difference of opinion in any General Body meetings on any issue or subject between majority of the Trustees on one side and majority of the members of the Council entitled to vote on the other, the decision taken by the majority of the Trustees present in such General Body meeting shall be deemed to have

been taken by such General Meeting and under the circumstances the decision of majority attending the General Body meeting shall be deemed to have been supersteded by the decision of the Trustees and the majority decision will be treated as if it never passed and will not remain binding on the Institute.

(*Only some parts of the Trust's constitution is given here. The other parts of Trust's constitution is not so significant to the theme of this projet.)

APPENDIX 5.FFORM OF AGREEMENT OF 'X' TRUST

(To be signed by the Contractors)

Date _____ Day _____ At/Post _____

Tal _____ Dist. _____

Name of the Trust (To whom this agreement is addressed) _____

Name of the Contractor (Signatory of this agreement) _____

Myself and my co-workers agree to harvest and transport the sugarcane for the season _____ at (the destination) _____
 Tal. _____ Dist. _____ we are going to contract the work of harvest and transport the sugarcane on behalf of the cane growers, for which we are being paid by them.

Terms and conditions of agreement :

1) Myself and my co-workers, Carter No. _____ Koyata (Knives) No. _____ have agreed to migrate for harvesting and transporting, the sugarcane for _____ sugar factory. We will try to get the work for a full season; you are expected to help us.

2) We will make an agreement of harvesting and transporting with the cane growers for which you are expected to help as a part of good will.

3) You are expected to collect the amount of expenses for harvesting and transporting from the cane growers as determined by the H. & T. workers and cane growers. This will remain as a part of goodwill on us.

4) The agreements will be signed as and when the work is available. Further we have authorised, the cane growers to deduct 5 per cent of total pay and hand it over to you as deposit, which will be paid after the season.

5) You must help to collect our wages, you also expected to provide the accommodation materials, we will return back the same after the season. We will compensate for any damage or loss of this material. We agree to authorise you to deduct such compensation.

6) The payment of mine and my co-workers may be made to me. I will distribute the same in accordance with their work. This will be the exclusive duty of mine. However, if some thing goes wrong with cane growers and ourselves, you are expected to solve the obstruction. We will accept your decision.

7) We have no right to ask for gifts and commissions, if such amount is provided for us from the cane growers, we will accept it after the season.

8) We will regularly pay (authorised to deduct) the rent of tyre carts if provided.

9) Advances to workers for their pre-season expenses may be made available. We are authorised to deduct such advances from our wages. If I am unable to repay such advances, you are empowered to charge on a criminal case to that effect. Besides, I have no right to ask for advances and you are not bound to disburse such advances.

10) We, including guarantors will be responsible for repayment of advances. If we are unable to repay the advance you may charge 18 per cent rate of interest plus extra value of general, special and liquidated damages of Rs. _____

11) Harvesting and transporting of sugarcane is the responsibility of cane growers. He is entitled to get harvesting and transport expenses plus the value of sugarcane from sugar factory. Excess expenses will be borne by the cane growers. You must help us to collect such excess expenses. This will not be our right. We will ask to repay the excess expenditure while we are at work.

The agreement is signed on our own free will.

Signature

Guarantors :

1) _____

2) _____

APPENDIX 5.GAGREEMENT BETWEEN TRUCK/TRACTOR OWNERS AND THE TRUST

Agreement is made on _____

To :

The Manager
X Institution

Name of the truck/tractor owner _____

I have _____ Trucks/Tractors owned by me bearing their Registration No. _____ I have agreed to transport the sugarcane from the operational area of _____ sugar factory for _____ season. Your trust is helping me as missionery in undertaking the transport of sugarcane from cane growers and you have also agreed to help me in organising the transport time table. I will be paid by the cane growers for my service to him as per the rates determined. This is an agreement made with you to help us in transporting the sugarcane from fields to factory.

Terms and Conditions :

1) I have accepted to transport the sugarcane coming under the operational area of _____ sugar factory. I will accept to transport the cane from the supplier. I will not break my service to cane growers.

2) You are expected to communicate the date of crushing.

3) I will separately make an agreement with cane growers in respect of transporting the sugarcane. You are voluntarily helping in this matter.

4) I know the responsibility of cane transport rests on cane growers. I will not held you responsible in case of non-availability of work to my vehicle.

5) Voluntarily you have accepted to collect the transport bills from cane growers and the same will be paid to me as per your rules and regulations. The service charges will be paid to you by me and cane growers. We will not harm you in any condition. I will help you to authorise to deduct the transport costs from sugarcane bill being paid to cane grower by the sugar factory.

6) The cane grower will make an agreement with me through your mediation. I am fully aware of the fact that you are helping the cane growers, so I will not break my service to cane growers.

7) I will deposit interest free 10 per cent of my total pay with you. I will withdraw this amount after the season and after the settlement of final accounts.

8) You are helping me in collecting the transport costs from cane growers.

9) You are expected to mediate in respect of supply of chain, wire, ropes and other materials from cane growers. Same material will be returned back through your mediation. I will be responsible for any loss or damage of material. I authorise you to deduct such compensation, if any, from my deposit and commission amount.

10) The transport may be paid either to me or to a company for which I am working.

11) Your decision in respect of any controversy between cane supplier and me is final.

12) I have no right to ask for early repayment of commission or deposit amount which was collected from cane suppliers.

13) You have voluntarily accepted to help in paying the advances to me for off-season expenses. It is not a right.

14) I am restricted to repay such advances during the corresponding crushing season. If I am unable to repay the advance that will a criminal case, you are empowered to appeal the case in the court of justice. The rate of interest will be charged at the rate of 18 per cent on such unpaid advances.

15) The losses of damages of cane supplies if it is because of me, will borne by me as per the agreement between us.

16) I shall not held you responsible if, I face some accident to my vehicle. All responsibilities in respect of my vehicle rests on me.

17) I will regularly communicate you, the number of agreements signed between me and the cane growers.

18) You are expected to communicate me in case of any transport agreement signed between you and cane suppliers.

19) You are voluntarily accepted to mediate between me and cane growers with an intention to help me.

20) I shall provide two guarantors which you will accept them as able witnesses. They will sign a separate security deed.

signature

Witness :

1)

2)

APPENDIX 5.HS.B. PATIL COMMITTEE RECOMMENDATIONS

Part-II : Decisions on demand in respect of harvesting and transport labour.

Demand No. 1 : Attendance register of harvesting and transport workers.

A list of harvesting and transport workers shall be maintained by the Mukadama and a copy thereof shall be furnished by him to the factory every fortnight.

Demand No.2 : Table of distances between fields and sugar carrier.

Not granted.

Demand No. 3 : Arrangements for stay, water, light etc.

The management shall see that the basic amenities like water, electricity etc. are provided to the harvesting and contract labourers.

Demand No. 4 : Compensation for Death of Bullocks, Break-down of carts.

Present practice may continue.

Demand No. 5 : Appointment of veterinary doctors for bullocks.

Present practice may continue.

Demand No.6 : Free medical treatment to harvesting and contracting

Labourers.

Existing practice should continue.

Demand No. 7 : Repair and maintenance of damaged roads.

The Government should give more grants to the factories for construction and maintenance of roads in their area.

Demand No. 8 : School facilities for cartmen's children.

Not granted.

Demand No. 9 : Non-detention of loaded carts.

The factories should see that there is no room for such complaints.

Demand No. 10 : Compensation for factory closure.

This will be as per the provisions of applicable laws prevailing from time to time.

Demand No. 11 : Compensation for fatal accidents.

This will be as per the provisions of applicable laws prevailing from time to time.

Demand No. 12 : Loans to cartmen through Bank.

Not granted.

Demand No. 13 : Extension of benefits available to sugar factory labour to be made available to contract labour working in sugar house etc.

Not granted.

Demand No. 14 : Sugar at concessional rate to harvesting labour and cartmen.

Not granted.

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- 8) Ibid, pp. 72-73.
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- 10) Ibid, p.128.
- 11) J.K. Soonawala, op.cit., p. 74, 25, FJRI : 1963-2 LLJ, 447.
- 12) Ibid.
- 13) Ibid.
- 14) J.K. Soonawala, op.cit. p.81, AIR 1960 SC 812 = 1962 - 3 SCR 214.
- 15) Ibid.

- 16) Third Wage Board, p. 83-85.
- 17) J.K. Soonawa op.cit., p. 269, AIR 1961 SC 1016 = 161-3 SCR 342.
- 18) The appendices are supplied by the Sakhar Kamagar Mahasangh for which the author is grateful to Mr.Madhukar Katre, the General Secretary of the Mahasangh.
- 19) Amrita Rangaswamy op.cit.
- 20) Ibid.