

Government of West Bengal
Labour Department, I. R. Branch

N.S. Building, 12th Floor, 1, K.S. Roy Road, Kolkata – 700001

No. Labr/ 352 / (LC-IR)/11L-32/15

Date : 09/04/2024

ORDER

WHEREAS under reference of Labour Department's Order No. Labr./1349/(LC-IR)/22015(16)/359/2018 dated 05.08.21 along with Corrigendum Order No. Labr/207/(LC-IR) dated 17.03.22, the Industrial Dispute between Uttarpara Co-operative Bank Ltd., 8, Sridhar Chakraborty Street, Uttarpara, Dist.- Hooghly, Pin - 712258 and its workmen represented by Uttarpara Co-operative Bank Employees Union, 8, Sridhar Chakraborty Street, Uttarpara, Dist.- Hooghly, Pin - 712258 regarding the issue mentioned in the said order, being a matter specified in the Third Schedule to the Industrial Dispute Act, 1947 (14 of 1947), was referred for adjudication to the Third Industrial Tribunal, Kolkata.

AND WHEREAS the said Third Industrial Tribunal, Kolkata, has submitted to the State Government its Award dated 03.04.2024 in case No. 07 of 2021 u/s 10 of the I. D. Act, 1947 on the said Industrial Dispute vide Memo No. Dte./3rd IT/023/2024 dated 03.04.2024.

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

ANNEXURE

(Attached herewith)

By order of the Governor,

Sdt

Assistant Secretary

to the Government of West Bengal

No. Labr/ 352 /1(5)/(LC-IR)

Date : 09/04/2024

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

1. Uttarpara Co-operative Bank Ltd., 8, Sridhar Chakraborty Street, Uttarpara, Dist.- Hooghly, Pin - 712258.
2. The Secretary, Uttarpara Co-operative Bank Employees Union, 8, Sridhar Chakraborty Street, Uttarpara, Dist.- Hooghly, Pin - 712258.
3. The Assistant Labour Commissioner, W.B. In-Charge, Labour Gazette.
4. The O.S.D. & E.O. Labour Commissioner, W.B. New Secretariat Building, 1, K. S. Roy Road, 11th Floor, Kolkata- 700001.
- ✓ 5. The Deputy Secretary, IT Cell, Labour Department, with the request to cast the Award in the Department's website.

Assistant Secretary

No. Labr/ 352 /2(3)/(LC-IR)

Date : 09/04/2024

Copy forwarded for information to :

1. The Judge, Third Industrial Tribunal, Kolkata, N.S. Building, 2nd Floor, 1, K.S. Roy Road, Kolkata-700001 with reference to his Memo No. Dte./3rd IT/023/2024 dated 03.04.2024.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata -700001.
3. Office Copy.

Assistant Secretary

H.A (IT) 09/04/24
15
Dipankar
15/04/2024

**IN THE THIRD INDUSTRIAL TRIBUNAL,
NEW SECRETARIAT BUILDINGS, KOLKATA**

Case No. 07 of 2021 u/s 10 of the I. D. Act, 1947

Present: Shri Mihir Kumar Mondal
Judge, 3rd Industrial Tribunal
Kolkata.

A W A R D

Dated: 03.04.2024

The Government of West Bengal, Labour Department has referred an Industrial Dispute between Uttarpara Co-operative Bank Ltd., 8, Sridhar Chakraborty Street, Uttarpara, District-Hooghly, PIN-712 258 and its Workmen represented by Uttarpara Co-operative Bank Employees Union, 8, Sridhar Chakraborty Street, Uttarpara, District- Hooghly, PIN-712258 to this Tribunal vide Referral Order No. Labr./1349/(LC-IR)/22015(16)/359/2018 dated 05.08.2021 along with Corrigendum bearing Order No. Labr/207/(LC-IR)/11L-32/15 dated 17.03.2022.

The aforementioned referral order was sent to this Tribunal for adjudication of the dispute after framing of issues by the appropriate Government.

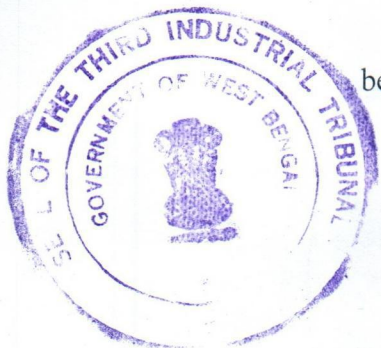
The issues which are contained in the referral order are reproduced below:-

ISSUES

- 1) Whether the charter of demands raised by Uttarpara Co-operative Bank Employees Union before the management is justified?
- 2) What relief, if any, are they entitled to?

On receiving the 'Referral Order' of the appropriate Government containing 'Reference of Disputes', this Tribunal on 19.08.2021 registered the above captioned case and by its Order No. 1 dated 19.08.2021 issued notice upon both the parties to this case. On receiving notice the 'Union' entered its appearance in this case through the Ld. Advocates namely Sk. Hamidul Quader and Smt. Jayanti Dhar Quader by way of filing letter of authority and date for filing written statement by the union was fixed. The Company did not turn up. This Tribunal by order dated 18.05.2022 passed the order for ex-parte hearing of this case on the ground that Uttarpara Cooperative Bank Limited did not appear although notice through speed post was duly served upon it. The 'Union' submitted the written statement along with two sets of copies on 16.12.2021.

The case, as it appears from the written statement, of the 'Union', in a nutshell, is that the Uttarpara Cooperative Bank Limited is an age old Bank and the Bank is engaged with all types of Banking business such as cash deposit, withdrawal, loan and advances to the customers, depositors and members of the



cooperative and usually the Bank operates in two shifts i.e. in the morning shift and evening shift to render satisfactory service to the customers. It is mentioned in the written statement that the 'Bank' has five branches but names of four branches at Uttarpara (head quarters branch and another branch), Hindmotor and Makhla have been mentioned. It is mentioned in the written statement that Uttarpara Cooperative Bank Employees Union (Registration No. is 18240 of 1987), duly registered under the Trade Union Act, 1926, is sole 'Association of Employees' and the bargaining agent of the employees of all the branches of the 'Bank' since the union represents the entire workforce of all the branches of the 'Bank' whereas Mr. Partha Burman and Mr. Pinaki Dhamali are the Chief Executive Officer and Special Officer respectively of the Bank. The relation between the management and the employees of the Bank is cordial and the employees 'Union' always extends its full cooperation with the management to protect the interest of the Bank but the management adopts unfair labour practice to fulfill their vested interest. It is mentioned in the written statement that long ago the management of the Bank used to allow the employees' salary, perks and other benefits at a scale and rate unilaterally but due to the movement of the 'Union', started to enter into a bipartite agreement with the 'Union' for revising the pay scale of all categories of employees keeping a parity with the market price index and by that means the right of life and livelihood of all the Bank employees became secured for the time being and also for the future because it was agreed that the bipartite agreement would be renewed from time to time. It is mentioned in the written statement that the 'Union' submitted its charter of demands to the management of the 'Bank' on 11.01.2024 with the prayer to give effect to the demands but the management of the 'Bank' with some ulterior motive did not make reasonable efforts to settle the disputes relating to the charter of the demands although the 'Union' gave reminders to the management for settlement of the charter of demands but to no good. It is mentioned in the written statement that the management stopped to enhance the dearness allowance of the employees w.e.f. May, 2015 and made the rate of the dearness allowance as 'fixed rate' for indefinite period of time. Such decision was taken by the management of the 'Bank' unilaterally violating the terms of the bipartite agreement. It is mentioned in the written statement that the employees' union raised strong protest against non-implementation of regular enhancement of dearness allowance of the employees and submitted several representations time to time but the management did not pay heed to such representations. It is mentioned in the written statement that at the time of filing of written statement the rate of outstanding dearness allowance was Rs.98.04% upto August, 2021 and due to stopping the enhancement of the rate of dearness allowance by the 'Bank', the employees are facing tremendous hardship in daily life and they are passing the days in mental agony with the members of their family. It is also mentioned that since 2015 the management of the 'Bank' has stopped to pay yearly bonus during the Durga Puja festival although the employees are entitled to get bonus as per the Payment of Bonus Act. It is mentioned in the written statement that after coming to power by the present Board of Directors from the month of November, 2014, the management of the 'Bank' did not fill up ten numbers of high ranking posts and also the management did not make arrangement for fresh recruitments at the entry level consequent to the retirements of old employees. It is categorically mentioned in the written statement that the management of the 'Bank' has been continuously increasing its 'secret reserves' every year in different ways such as by not appointing employees in the vacant posts etc. The management of the 'Bank' has been acting in a lethargic way in the matter of preparation of gradation list and in the matter of promotion policy. Resultantly, the employees of the 'Bank' are being deprived of appropriate financial as well as retirement benefits. Whereas the management of the 'Bank' has shown its fascination to choose one employee and provide him undue greater post, superseding his senior violating the Memorandum of Settlement in the matter of preparation of gradation list and promotion policy. It



is mentioned that when all the pursuance, approaches and demands failed to act due to the most unfair and unjust attitude of the management of the 'Bank', the 'Union' by its letter dated 26.09.2018 raised an industrial dispute before the Deputy Labour Commissioner, Government of West Bengal. The Deputy Labour Commissioner convened several joint meetings and those meetings were held but due to obstinate attitude of the management of the 'Bank' the dispute and differences could not be reconciled and ironed out. It is mentioned that during some of the last preceding years, the prices of essential commodities spiraled up remarkably and thus, the employees are facing tremendous financial hardship due to non-enhancement of income from salary. It is mentioned in the written statement that the 'Bank' is a profit earning institution and there is no report that the 'Bank' is suffering loss in the business. It is mentioned that the 'Union' placed charter of demands on 11.01.2014 claiming some facilities apart from existing facilities and to substantiate the claim, the 'Union' has documents (photocopies) in its hand and those would be filed in appropriate time before the Tribunal. The 'Union' has prayed for granting relief to the 'Union' by way of passing an Award in this case.

The 'Union' after filing the written statement submitted list of documents and the documents in support of its claim.

In course of ex-parte hearing, one Mr. Sujit Bhattacharjee deposed before this Tribunal as PW-1 on behalf of the 'Union' being the President of the Uttarpara Cooperative Bank Employees' Union.

During evidence of PW-1 following documents were proved and admitted in evidence and accordingly those were marked as exhibited documents. The documents are as follows :-

1. Charter of demands dated 11.01.2014 is marked asExt.-1;
2. Union's representation to the Bank dated 13.01.2015 is marked as Ext.-2;
3. Union's request letter for bipartite discussion dated 17.03.2015 is marked as Ext.-3;
4. Office order dated 31.05.2015 is marked as Ext.-4;
5. Union's representation dated 18.06.2015 to the Bank is marked as Ext.-5;
6. Union's letter dated 04.04.2016 for redressal of grievances of the employees is marked as Ext.-6;
7. Union's representation dated 05.11.2016 to the Bank regarding D.A. is marked as Ext.-7;
8. Union's representation dated 29.01.2021 to the Bank is marked as Ext.-8;
9. Union's representation dated 29.05.2017 to the Bank is marked as Ext.-9;
10. Union's representation dated 11.05.2018 to the Bank is marked as Ext.-10;



11. Union's letter dated 26.09.2018
to the Labour Commissioner is marked as Ext.-11;
12. Union's letter dated 24.09.2019 to the Assistant Registrar
of Cooperative Societies is marked as Ext.-12;
13. Order dated 01.10.2019 of the Deputy Registrar of
Co-operative Societies is marked as Ext.-13;
14. Photocopy of Ananda Bazar Patrika
dated 14.11.2019 is marked as Ext.-14;
15. Union's letter dated 14.11.2019 to the Bank is marked as Ext.-15;
16. Union's letter dated 20.10.2020 to the Bank is marked as Ext.-16;
17. Union's letter dated 17.11.2020 to the Bank is marked as Ext.-17;
18. Union's letter dated 02.12.2020 to the Bank is marked as Ext.-18;
19. Union's letter dated 10.12.2020 to the Bank
regarding various demands is marked as Ext.-19;
20. Minutes of meeting dated 29.01.2021
of the Union is marked as Ext.-20;
21. Memorandum of Settlement dated 15.09.1996 is marked as Ext.-21;
22. Second bipartite settlement dated 06.11.2003 is marked as Ext.-22;
23. Memorandum of Settlement dated 28.03.2010 is marked as Ext.-23;
24. Minutes of meeting dated 27.07.2019 between
Board of Directors and Union is marked as Ext.-24;
25. Minutes of meeting dated 18.09.2016 between
Bank and Union is marked as Ext.-25;
26. Memorandum of Settlement
dated 30.10.2019 is marked as Ext.-26;
27. Chart showing rate of D.A. is marked as Ext.-27;
28. Authorization letter dated 29.07.2018 in favour
of Sujit Bhattacharya is marked as Ext.-28

Decision with Reasons

Issue No. 1 :

In this case one Mr. Sujit Bhattacharjee being the President of the "The Uttarpara Co-operative Bank Employee's Union", deposed in this case as PW-1 in the exparte hearing. The PW-1, Sujit Bhattacharjee in his examination-in-chief on affidavit has reproduced the version of written statement as submitted by "The Uttarpara Co-operative Bank Employee's Union". In course of swearing the

affidavit before the Notary Public for the purpose of making the examination-in-chief on affidavit, he identified and proved the documents which the "union" relied upon to prove its case. The PW-1, in course of his examination before the Tribunal on doc in continuation of his examination-in-chief on affidavit mentioned the documents, which he identified and proved in course of preparation of examination-in-chief on affidavit. According to his examination-in-chief on affidavit, 27 numbers of documents were identified and proved by him and thus all those documents were marked as exhibited documents being admitted in evidence. The PW-1 in course of his examination-in-chief before the Tribunal on doc proved one authorization letter dated 29.07.2018 and the same was marked as Exhibit-28.

The PW-1, Mr. Sujit Bhattacharjee deposed in this case after filing his examination-in-chief on affidavit in exparte hearing. So, there was no occasion for his cross-examination by the adverse party i.e. by the "The Uttarpara Co-operative Bank Limited". It is seen that the PW-1 by his evidence has corroborated the case of the "Union". The fact remains that the documents which have been filed on behalf of the "union" remain uncontroverted or unchallenged. Moreover the evidence of PW-1 remains unchallenged and undisputed or uncontroverted. Thus, there is nothing to disbelieve the unchallenged and uncontroverted testimony of PW-1 Mr. Sujit Bhattacharjee, who deposed on behalf of "The Uttarpara Co-operative Bank Employee's Union" being duly authorized by the Secretary of "The Uttarpara Co-operative Bank Employee's Union" (Exhibit No.28).

From the exhibited documents, it is found that Exhibit-1 is the 'Charter of Demands' submitted by the 'Union' to the Chairman of "The Uttarpara Co-operative Bank Ltd." by the forwarding letter dated 11.01.2014. It is to mention here that there is no other Charter of Demands submitted by the Union to "The Uttarpara Co-operative Bank Ltd."

In the above it is already held that the testimony of PW-1 Mr. Sujit Bhattacharjee and the documentary evidence remain unchallenged and uncontroverted. So, there is nothing to raise question over the Exhibit-1 (Charter of Demands). At the cost of repetition, it is to mention here that "The Uttarpara Co-operative Bank Ltd." did not contest this case and thus it can be said that the 'Bank' willfully relinquished its right to raise objection against the claim of the 'Union' as well as its right to challenge the documents submitted by the 'Union' and has also relinquished its right to cross-examine the witness of the 'Union' with a view to controvert the case of the 'Union'.

In view of the above discussion I am of the opinion that there should not be any hesitation to hold that there is nothing to say that the 'Charter of Demands' (Exhibit-1) is unjustified. Accordingly, it is held that the 'Charter of Demands' (Exhibit-1) raised by "The Uttarpara Co-operative Bank Employee's Union" before the management is justified.

Thus, the Issue Number 1 is decided in affirmative in favour of "The Uttarpara Co-operative Bank Employee's Union".

Issue No. 2 :

In this case from the referral order, it is found that an industrial dispute has been raised by "The Uttarpara Co-operative Bank Employee's Union" against the "The Uttarpara Co-operative Bank Ltd." In this case the "Union" submitted written statement. It is seen from the written statement that the 'Union' has



mostly highlighted the 'demands' which are mentioned in the 'Charter of Demands' dated 11.01.2014 and the 'Union' has sought the redress from the Tribunal for fulfillment of their such demands. It is to mention here that the 'Union' in the prayer portion of their written statement has prayed for fulfillment of their demands as mentioned in the 'Charter of Demands' submitted on 11.01.2014. It is to mention here that the 'Union' did not seek any other conspicuous relief in the written statement. More clearly to say the 'Union' did not press for any other relief save and except the relief in the form of meeting the 'Charter of Demands' raised by them on 11.01.2014. In view of such facts and circumstances, there is no other relief that the 'Union' is supposed to be entitled to.

Thus, the issue number 2 is decided accordingly.

Hence,

it is

Ordered

that "The Uttarpara Co-operative Bank Employee's Union" is entitled to get their demands fulfilled as embodied in the 'Charter of Demands' raised by them on 11.01.2014 before the management of "The Uttarpara Co-operative Bank Ltd."

This is the Award of this case passed by this Tribunal.

Copies of this Award be sent to the Labour Department, Government of West Bengal in accordance with usual norms and rules.

Dictated and corrected

Sd/-

Sd/-

Judge
Third Industrial Tribunal
Kolkata-1
03.04.2024

Judge
Judge
3rd Industrial Tribunal
Govt. of West Bengal

Judge
3rd Industrial Tribunal
Govt. of West Bengal

