



Circular No – 100 / 2023

Date: 10-10-2023

KEA RAISES CONCERN ON TERMS OF REFERENCE UNDER
SECTION 10 (1) OF THE I D ACT WITH GOVERNMENT OF
KARNATAKA

The Association has come across orders of reference made by Government of Karnataka for adjudication on industrial disputes in respect of charter of demands raised by the trade unions on the management of industrial establishments.

It is the well settled principle of law the burden lies on the party who sets up the plea is required to establish that he is entitled to the relief sought by him. Accordingly, burden of proof is on the trade unions who have raised the exorbitant demand without any justification.

However, the Government is putting the burden on the management to prove negative.

The Association has, therefore, raised its concern with the Government. A copy of the KEA letter dated 10-10-2023 is enclosed.

For **KARNATAKA EMPLOYERS' ASSOCIATION**

Sd/
[B C Prabhakar]
President

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KARNATAKA EMPLOYERS' ASSOCIATION

NO.74, 2nd FLOOR, SHANKARA ARCADE, VANIVILAS ROAD,
BASAVANAGUDI, BENGALURU - 560 004
Reg. No. TU 507 / 20-3-1962

B.C. Prabhakar, B.A., B.L.,
President

Date: 10.10.2023

Secretary
Government of Karnataka
Department of Labour
Vikasa Soudha
Bengaluru 560001

Dear Sir,

Sub: Reference under Section 10(1) of the Industrial Disputes Act of Dispute Between the Workmen of Wipro Kawasaki Precision Machinery Pvt Ltd Represented by Wipro Kawasaki Precision Machinery Pvt Ltd Workers Union and the Management of the Company

Ref: Notification Number LD-IDM/533/2023/LD.DO.6.L.S
Dated 11.09.2023

1. The Association refers to the above notification dated 11/12.09.2023 of the Government of Karnataka wherein a dispute **raised by the workmen's Trade Union on the charter of demands** has been referred to for adjudication. The terms of reference read as under:

"Whether the Management of the Wipro Kawasaki Precision Machinery Pvt Ltd No.15, 35 & 37 Kumbalgodu Industrial Area, Kumbalgodu Village, Kengeri Hobli Bengaluru – 560074 is justified in not acceding to the charter of demands raised by the President, Wipro Kawasaki Precision Machinery Employees Union? If not, what is the relief the workmen are entitled to?"

2. Copy of the notification dated 11/12.09.2023 along with Annexure-1 to the notification is enclosed. The perusal of the above terms of reference would show that the burden of proof has been wrongly placed on the management. Imposing such burden on the management is not in accordance with law. It is the well settled principle of law the burden lies on the party who sets up the plea is required to establish that he is entitled to the relief sought by him. In the case on hand, the workmen through their union had placed exorbitant demands without any rationale /justification for each of the demands. The management after due consideration and discussion with the union bilaterally and subsequently before the conciliation officer maintained that demands made by the union are beyond the paying capacity of the management and the unit does not have the capacity to bear the additional financial liabilities. It is the union which has placed the exorbitant demands and the burden of establishing the same is on the union itself. The term of reference imposes the burden of proof on the management to justify as to why they did not consider the charter of demands submitted by the union. The terms of reference are, therefore, against the well settled legal principles of catena of decisions of the court. A few of the decisions are quoted below:

2.1. **The Hon'ble Supreme Court in the case of Amar Chakravarthy Vs. Maruti Suzuki (I) Ltd 2010 14 SCC 471.**

"In our opinion, in light of the settled legal position on the point, the judgment of the High Court is clearly indefensible. Whilst it is true that the provisions of the Evidence Act, 1872 per se are not applicable in an industrial adjudication, it is trite that its general principles do apply in proceedings before the Industrial Tribunal or the Labour Court, as the case may be. (See: Municipal

Corporation, Faridabad Vs. Siri Niwas). In any proceeding, the burden of proving a fact lies on the party that substantially asserts the affirmative of the issue, and not **on the party who denies it.**"

- 2.2. In the case of Workmen of Nilgiris Co-Operative Marketing Society Ltd Vs. State of Tamil Nadu and Others 2004 AIR SC 1639 it has been held as under:

"BURDEN OF PROOF:

It is a well-settled principle of law that the person who sets up a plea of existence of relationship of employer and employee, the burden would be upon him.

In N.C. John Vs. Secretary Thodupuzha Taluk Shop and Commercial Establishment Workers' Union and Others [1973 Lab. I.C. 398], the Kerala High Court held:

"The burden of proof being on the workmen to establish the employer- employee relationship an adverse inference cannot be drawn against the employer that if he were to produce books of accounts they would have proved employer-employee relationship."

In Swapan das Gupta and Others Vs. The First Labour Court of West Bengal and Others [1975 Lab. I.C. 202] it has been held:

"Where a person asserts that he was a workmen of the Company, and it is denied by the Company, it is for him to prove the fact. It is not for the Company to prove that he was not an employee of the Company but of some other person."

3. Reverting to the case on hand, the workmen had submitted the charter of demands which was exorbitant. The workmen have not given any rationale / justification in support of the demands. On the contrary, the management had made it very clear that such exorbitant demand is beyond the paying capacity of the company and if such exorbitant demands are accepted, it would not only make the unit unviable but would put the employment of the employees at stake.

4. Considering the above proposition of law laid down in catena of judgments, the reference made by the Government putting the burden on the management to prove in negative is not correct. If the terms of reference are not in accordance with law, it may only result in avoidable litigation by either of the parties. Thus, the matter would get prolonged if it is held up on account of the further litigation with regard to the terms of reference itself.
5. The Association, therefore, request the Government to ensure that the terms of references are appropriately worded in accordance with the settled principles of law so that the adjudication proceedings which affect industrial production and peace are not held up in avoidable litigation.

For Karnataka Employers' Association

B. C. Prabhakar

B.C. Prabhakar
President
Mob: 98440 33348



ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ಸಂಖ್ಯೆ: LD-IDM/533/2023/LD.DO.6.L.S

ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಸಚಿವಾಲಯ,
ವಿಕಾಸಸೌಧ,
ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 11.09.2023.

ಆದೇಶ

ಆಡಳಿತ ವರ್ಗದವರಾದ ಮೆ|| ವಿಪ್ರೋ ಕವಾಸಕಿ ಪ್ರೆಸಿಷನ್ ಮಿಷಿನರಿ ಪ್ರೈ.ಲಿ., ನಂ.15, ಮತ್ತು 37, ಕುಂಬಳಗೋಡು ಕೈಗಾರಿಕಾ ಪ್ರದೇಶ, ಕುಂಬಳಗೋಡು ವಿಲೇಜ್, ಕೆಂಗೇರಿ ಹೋಬಳಿ, ಬೆಂಗಳೂರು-74 ಇವರು ಇವರಲ್ಲಿನ ಕಾರ್ಮಿಕ ಸಂಘ ವಿಪ್ರೋ ಕವಾಸಕಿ ಪ್ರೆಸಿಷನ್ ಮಿಷಿನರಿ ಪ್ರೈ.ಲಿ., ಎಂಪ್ಲಾಯೀಸ್ ಯೂನಿಯನ್ ಇವರ ವಿವಿಧ ಬೇಡಿಕೆಗಳ ಬಗ್ಗೆ ಉಂಟಾದ ಕೈಗಾರಿಕಾ ವಿವಾದವು ಸಂಧಾನಾಧಿಕಾರಿಗಳ ಮುಂದೆ ವಿಫಲತೆಯಲ್ಲಿ ಮುಕ್ತಾಯಗೊಂಡಿದ್ದು, ಸದರಿ ವಿವಾದವನ್ನು ಕೈಗಾರಿಕಾ ವಿವಾದವೆಂದು ಅಭಿಪ್ರಾಯಪಟ್ಟಿರುವುದರಿಂದ ನ್ಯಾಯ ನಿರ್ಣಯಕ್ಕಾಗಿ ವಿವಾದವನ್ನು ಪರಿಶೀಲಿಸುವುದು ಅಗತ್ಯವೆಂದು ಪರಿಗಣಿಸಿದೆ:

ಆದ್ದರಿಂದ ಕೈಗಾರಿಕಾ ವಿವಾದಗಳ ಅಧಿನಿಯಮ 1947 (ಕೇಂದ್ರಾಧಿನಿಯಮ 14, 1947)ರ 10ನೇ ಪ್ರಕರಣದ (1)ನೇ ಉಪ-ಪ್ರಕರಣದ(ಡಿ) ಖಂಡದಿಂದ ಪ್ರದತ್ತವಾದ ಅಧಿಕಾರಗಳನ್ನು ಚಲಾಯಿಸಿ ಈ ಕೆಳಕಂಡ ವಾದಾಂಶಗಳೊಂದಿಗೆ ವಿವಾದವನ್ನು ನ್ಯಾಯ ನಿರ್ಣಯಕ್ಕಾಗಿ ಮತ್ತು ಆರು ತಿಂಗಳ ಒಳಗಾಗಿ ತೀರ್ಪನ್ನು ಒಪ್ಪಿಸಲು ಕೋರಿ ಔದ್ಯಮಿಕ ನ್ಯಾಯಾಧೀಕರಣ, ಬೆಂಗಳೂರು ಇಲ್ಲಿಗೆ ಕಳುಹಿಸಿದೆ.

ವಾದಾಂಶಗಳು

1. ಆಡಳಿತ ವರ್ಗದವರಾದ ಮೆ|| Wipro Kawasaki Precision Machinery Pvt. Ltd., No. 15. No.35 & 37, Kumbalgodu, Industrial Area, Kumbalgodu Village, Kengeri Hobli, Bangalore-74 ಈ ಸಂಸ್ಥೆಯಲ್ಲಿನ ಕಾರ್ಮಿಕ ಸಂಘ ಅಧ್ಯಕ್ಷರು, Wipro Kawasaki Precision Machinery Pvt. Ltd., Employee's Union, ಟ್ರೇಡ್ ಯೂನಿಯನ್ ಆಫೀಸ್, ನೆಲಮಹಡಿ, ನಂ. 172/2, 4ನೇ ಮುಖ್ಯರಸ್ತೆ, 7ನೇ ಕ್ರಾಸ್, ಚಾಮರಾಜಪೇಟೆ, ಬೆಂಗಳೂರು-18 ಇವರು (ಅನುಬಂಧ-1)ರಲ್ಲಿ ತಿಳಿಸಿರುವ ವಿವಿಧ ಬೇಡಿಕೆಗಳನ್ನು ಇಡೇರಿಸದೇ ಇರುವುದು ನ್ಯಾಯಸಮ್ಮತವೇ?
2. ಹಾಗಲ್ಲದಿದ್ದ ಪಕ್ಷದಲ್ಲಿ, ಸದರಿ ಕಾರ್ಮಿಕರು ಯಾವ ಪರಿಹಾರಕ್ಕೆ ಅರ್ಹರು?

ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಆದೇಶಾನುಸಾರ
ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ,

BH
(ತ್ರಿವೇಣಿ ಬಿ.ಎಂ.)

ಉಪ ವಿಶೇಷಾಧಿಕಾರಿ(ಡಿಓ-06)

ಕಾರ್ಮಿಕ ಇಲಾಖೆ.

ಇವರಿಗೆ,

ಅಧ್ಯಕ್ಷಾಧಿಕಾರಿಗಳು, ಔದ್ಯಮಿಕ ನ್ಯಾಯಾಧೀಕರಣ, ಬೆಂಗಳೂರು. ನ್ಯಾಯ ದೇಗುಲ, 66:9
ವಾರ್ಡ್ ನಂ.48, ಹೆಚ್.ಸಿದ್ದಯ್ಯ ರಸ್ತೆ (ಡಬ್ಲ್ಯುಲ್ ರಸ್ತೆ) ಮತ್ತು ಸಿದ್ದಯ್ಯ ರಸ್ತೆಯ ಜಂಕ್ಷನ್ ಹತ್ತಿರ,
ಬೆಂಗಳೂರು.

ಪ್ರತಿಗಳು:-

1. ಕಾರ್ಮಿಕ ಆಯುಕ್ತರು, ಕಾರ್ಮಿಕ ಇಲಾಖೆ, ಕಾರ್ಮಿಕ ಭವನ, ಬನ್ನೇರುಘಟ್ಟ ರಸ್ತೆ, ಬೆಂಗಳೂರು-29. ಇವರ ಪತ್ರ ಸಂಖ್ಯೆ: ಐಡಿಎ-01/ಸಿಆರ್-91/2023-24, ದಿನಾಂಕ:26.07.2023ಕ್ಕೆ ಉಲ್ಲೇಖಿಸಿದೆ.
- ✓ 2. ಆಡಳಿತ ವರ್ಗ:- ಮೆ|| Wipro Kawasaki Precision Machinery Pvt. Ltd., No. 15. No.35 & 37, Kumbalgodu, Industrial Area, Kumbalgodu Village, Kengeri Hobli, Bangalore-560074.
3. ಕಾರ್ಮಿಕ ವರ್ಗ:- ಅಧ್ಯಕ್ಷರು, Wipro Kawasaki Precision Machinery Pvt. Ltd., Employee's Union, ಟ್ರೇಡ್ ಯೂನಿಯನ್ ಆಫೀಸ್, ನೆಲಮಹಡಿ, ನಂ. 172/2, 4ನೇ ಮುಖ್ಯರಸ್ತೆ, 7ನೇ ಕ್ರಾಸ್, ಚಾಮರಾಜಪೇಟೆ, ಬೆಂಗಳೂರು-560018.

6/20/2023-01

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8088070404

ಬಿ.ಪ್ರೋ. ಕವಾಸಕಿ ಪ್ರಿಸಿಶನ್ ಮೆಷಿನರಿ ಪ್ರೈ. ಲಿ., ಎಂಪ್ಲಾಯೀಸ್ ಯೂನಿಯನ್
Wipro Kawasaki Precision Machinery Pvt. Ltd. Employee's Union

(Regd. No. ALC-B-04/TUA/Reg-16/2016-17)

Trade Unions Office, No.172/2,7th Cross, 4th Main, Chamarajpet, Bengaluru - 560018

T.S. ANANTHARAM
Legal Advisor

K.A. GANGANNA
President

YALLAPPA
Vice-President

SANTOSH GUNNAPOOR
General Secretary

RAMESHA H.R.
Joint Secretary

ABHISHEK.V.S
Organising Secretary

MANU E.
Treasurer

Date: 01.03.2023

To:

The Assistant Labour Commissioner
and Conciliation Officer,
Bengaluru Division-II
Labour Department Training Institute,
Manjunathnagara, Bagalagunte,
Bengaluru-73.

Dear Sir,

Sub: Non-Settlement of Charter of Demands dated
30.03.2021 for the period from 01.04.2021 to 31.03.2023,
of the workmen, by the management of Wipro Kawasaki
Precision Machinery Pvt. Ltd., No.15, Sy. No 35 & 37,
Kumbalagodu Industrial Area, Kumbalagodu Village,
Kengeri Hobli, Bengaluru-560074.

1. Ours' is the only union existing in the respondent company since 2016. After formation of our union we have placed 1st Charter of demands before the management on 16.11.2016. Even though in the beginning the management has no intention to settle the charter of demands since the formation of union was not liking by them, the circumstances made them to sign a settlement dated 30.06.2018 between our union and the management and said settlement was expired on 31st May 2021. In this background after conducting general body with regard charter of demands our union has submitted the fresh



ವಿಕ್ರೋ ಕವಾಸಕಿ ಪ್ರಿಸಿಷನ್ ಮಷಿನ್ರಿ ಪ್ರೈ. ಲಿ., ವಿಂಜ್ಲಾಯೀಸ್ ಯೂನಿಯನ್
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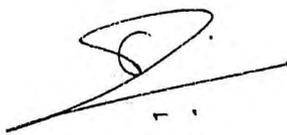
ABHISHEK.V.S
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charter of demands to the management on 30.03.2021 for the period of years from 01.04.2021 to 31.03.2023.

2. As usually even this time also the management has no intention to sign the settlement with our union but their intention is to eliminate the union itself in the company. With this intention the respondent management put forth unreasonable conditions before the union with regard to work load and productivity. In addition to that the management has dragging on the negotiation process with an ulterior motive. The management has conducted 11 meetings with the representatives of the petitioner union except in one meeting, the management pressurised the representatives of the union to accept their unreasonable terms with regard to production and productivity. In the 3rd meeting itself the 1st party has classified to what extent the workload can be taken by the workmen and where ever taking additional work load is possible. Even though we have clarified the stand in the 3rd meeting itself i.e on 23.12.2021 the management went on pressurising the union representatives to increase the production and productivity where ever they wanted to do so.

3. It is very pertinent to note at this stage that even during previous charter of demands meeting our union has agreed to increase production and productivity to the maximum possible level.



ವಿಠ್ಲ ಕವಾಸಕಿ ಪ್ರಿಷಿಶನ್ ಢುಷಿನಲಿ ಪ್ರೈ. ಲಿ., ಁಂಪ್ಲಾಯೀಸ್ ಯೂನಿಯನ್
Wipro Kawasaki Precision Machinery Pvt. Ltd. Employee's Union

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Unfortunately knowing this fact well the respondent management trying to impose additional workload on the workers unreasonably. Since the demand of the management in imposing additional workload is not justified, we categorically clarified the management with regard to increase in production and productivity in the meeting held on 23.12.2021 itself. However once again the management in the meeting held on 24.02.2023 put an unbearable pressure on the representatives of the union and they further categorically stated that more than Rs.8000/- wage increase is not possible if the union and its members not accept the increase in workload. An amount of Rs.8000/- wage increase offer given by the management during 5th meeting held on 27.07.2022. Thereafter the 2nd party management has not increased their offer but pressurised the union to accept their unreasonable workload. Even this Rs.8000/- was offered for the period of 4 years which is very meger. In the previous settlement total amount of Rs.15,000/- increase was given for a period of 3 years.

4. In fact the company is doing well and earning very good profit every year due to hard work performed by the workers. In this background the union rejected the offer of Rs.8000/- for the period of 4 years. Now, the management is saying that without accepting the production and productivity increase it cannot increase their offer which has already offered.



ವಿಪ್ರೋ ಕವಾಸಕಿ ಪ್ರಿಸಿಷನ್ ಮಷಿನ್ರಿ ಪ್ರೈ. ಲಿ., ಐಂಪ್ಲಾಯೀಸ್ ಯೂನಿಯನ್
Wipro Kawasaki Precision Machinery Pvt. Ltd. Employee's Union
(Regd. No. ALC-B-04/TUA/Reg-16/2016-17)

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5. The company have been making very good profit by engaging the workers under the name of the so-called trainees. Under the name of trainees more than 150 workers are working and directly involving in production activities. In addition, in the past most of the components which are using for assembly of hydraulic pumps which is the final products of the respondent company are now those components localised and those components are manufacturing in the company itself by the workers. In this manner also company saved crores of rupees by stopping importing the components for assembling the pumps. Now, the company is also able to export components to various countries like U.K, Japan etc. As stated above earning very good profit and is able to revise wages of workmen to the fair and reasonable extent. Unfortunately the respondent management only with an intention to smash the union in the company this time they have adamantly stick on to their unreasonable imposition of additional workload on the workers which is not fair on their part.

6. In the circumstances explained above the non-settlement of charter of demands put forth by the petitioner union before the management is not fair. The company has very good paying capacity by increasing wages of the workmen considerably. Even on the region cum industry principle also the respondent company workers' wages are very low compared to other industries in the region. As this

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authority also aware the abnormal hike in essential commodities, making the workers life miserable.

In this background we request this Hon'ble authority to intervene in the matter by admitting the same in conciliation and direct the above management to settle the charter of demands in the fair and reasonable manner,, in the interest of justice. The copy of the charter of demands dated 30.03.2021 is herein enclosed along with petition for your kind perusal.

Thanking you,

For Wipro Kawasaki Precision Machinery Pvt. Ltd. Employee's Union,


(K.A.Ganganna)
President


(Santhosh Gunnapoor)
General Secretary

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7975889166

ವಿಶ್ವೇಶ ಕವಾಸಕಿ ಪ್ರಿಸಿಷನ್ ಮಷಿನ್ರಿ ಟ್ರೈ. ಲಿ., ಎಂಪ್ಲಾಯೀಸ್ ಯೂನಿಯನ್
Wipro Kawasaki Precision Machinery Pvt. Ltd. Employee's Union

(Reg No. ALC-B-04/TUA/Reg-16/2016-17)

Trade Unions Office, No. 138, 9th Cross, 4th Main, Chamarajpet, Bengaluru - 560018.

T.S. ANANTHARAM
Legal Advisor

K.A. GANGANNA
President

PRADEEPA J.D.
Vice President

CHETAN KUMAR R.N.
General Secretary

RAMESHA H.R.
Joint Secretary

KARTHICK .S
Organising Secretary

MANU E.
Treasurer

Date: 30.03.2021

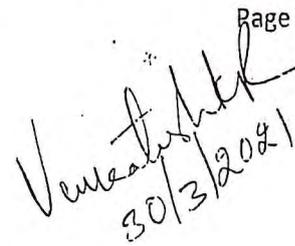
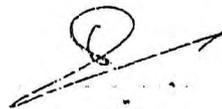
To,
The Management
Wipro Kawasaki Precision Machinery Pvt. Ltd,
No. 15, Sy. No. 35 & 37, Kumbalgodu, Industrial Area,
Kumbalagodu Village, Kengeri Hobli,
Bangalore - 560 074.

Dear sir,

**Sub: - Fresh Charters of Demands for the period
from 01/04/2021 to 31/03/2023.**

As the management aware the previous charters of demands dated 30/06/2018 will be expired on 31/05/2021. In this Background we have conducted the general body meeting of our union on 25/03/2021 in the office of our union at Chamarajpet, Bangalore.

During the negotiation of the previous of settlement the workers of your company have sacrificed in terms of money and as well as taking additional burden in work, only with an intension to convince the management and made them agree to taken back 26 workmen who were



Page 1 of 4

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Wipro Kawasaki Precision Machinery Pvt. Ltd. Employee's Union

(Reg. No. ALC-B-04/TUA/Reg-16/2016-17)

Trade Unions Office, No. 138, 9th Cross, 4th Main, Chamarajpet, Bengaluru - 560018.

T.S. ANANTHARAM
Legal Advisor

K.A. GANGANNA
President

PRADEEPA J.D.
Vice President

CHETAN KUMAR R.N.
General Secretary

RAMESHA H.R.
Joint Secretary

KARTHICK .S
Organising Secretary

MANU E.
Treasurer

designated as trainees and who were terminated from service. Even though our union and as well as the members implemented the agreed terms in letter and spirit, unfortunately management has not keep up its assurance and have inhumanly removed all the 26 workmen from service who were designated as so called trainees. Infact you have been getting work of these 26 workmen even now from the workmen who have now designated as NAPS, DETs, Apprentice Trainees, etc. Under the name of these category workers you have engaged more than 100 workers in production activities. It is a fact that you have getting permanent works continuously from these category workmen like other permanent workers. However only with an intension to deprive them permanency and also getting work done for cheap labour you have engaged more than 100 workers under various kinds of trainees as mentioned above. As you are aware at present only 13 permanent workers are working. This number has not been changed even though your production volume increased from 1000 pumps per month

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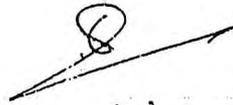
RAMESHA H.R.
Joint Secretary

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MANU E.
Treasurer

to 2500 pumps per month at present. In this manner also you have making huge profits in the business. All the above facts were discussed in the general body in detail. Finally the general body has approved the charter of demands which is enclosed to this letter. As you are also aware the expenditure incurring from the workers increasing steeply day by day hence the wages of the workers should be increased considerably to meet higher expenditure.

As mentioned above one side the company has been rapidly growing and on the other side number of permanent workers are not increasing parallel which is an unfortunate situation. The ratio of 13 permanent workers and more than 100 workers under the name of various trainees is an unfortunate and unjustified ratio. In this back ground in addition to considering our charter of demands which is enclosed to this letter, the management should also increase the permanent workers in the company at least 60 : 40 ratio.



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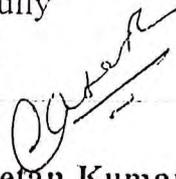
MANU E.
Treasurer

We are here with enclosing the list of charter of demands of the workers approved in the general body for your consideration. We there for request you to fix an early meeting with union to start negotiation process on our demands.

Thanking you,

Yours Faithfully


(K A Ganganna)
President


(Chetan Kumar R N)
General Secretary

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CHARTER OF DEMANDS

FOR THE PERIOD FROM 01/04/2021 to 31/03/2023

CHARTER-01: SALARIES/WAGES:

1. Increase in basic wages:

In addition to the existing basic wages an amount of Rs. 12000/- per month should be added to all the workmen.

2. Annual Increment:

The Annual Increment should be introduced to all the workmen in the following manner.

SI. No.	No. of years of service	Rate of Increment
1	1 to 2	Rs. 500/-
2	3 to 4	Rs. 750/-
3	4 to 6	Rs. 1000/-

3. Service Weightage:

Service weightage should be introduced and an amount Rs.30/- for every completed month of service should be given to all the workmen as service weightage.

Seed
Venkatesh
30/3/2021

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4. Variable Dearness Allowance (VDA):

Variable Dearness Allowance should be paid at the of Rs.5/- per point beyond 8110 points of the working Class Consumer price index for Bangalore city (Base year 1960=100).

CHARTER-02: ALLOWNACES:

1. House Rent Allowance (HRA):

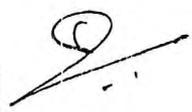
In addition to existing house rent allowance an amount of Rs. 5000/- should be given to all me the workmen per month.

2. Medical Reimbursement:

The medical reimbursement should be given @ Rs.2000/- per month all the workmen.

3. Death Relief fund:

In order to mitigate the hardship of dependents of the deceased workman an amount of Rs. 50,00,000/- should be given to such deceased workman's family.



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4. Employment Injury Compensation:

The workman who met with an accident during the course of employment inside or outside the premises of the company should be given 100% salary while he/she is in hospitalization and rest.

5. Shift Allowance:

The shift allowance should be given as follows:-

1st shift - Rs. 150/-

2nd shift - Rs. 200/-

3rd shift - Rs. 300/-

6. Conveyance Allowance:

Rs. 5000/- per month should be given as Conveyance Allowance to all the workman.

7. Education Allowance:

Rs. 5000/- per month should be given as Educational Allowance to all the workmen.



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8. Special Allowance:

Rs. 5000/- per month should be given as special Allowance to all the workmen.

9. Group Medical Insurance:

The existing medical insurance policy should be extend family to members and spouse, children's and parents should be also be covered in the policy. The insurance amount should be increased to Rs. 6,00,000/-

10. Bonus:

Bonus should pay @ 25% without applying any ceiling limit.

CHARTER-03: LEAVE & HOLIDAYS:

1. LEAVE:

• **Earned Leave:**

Earned leave should be given @ one day for every 20 days worked.



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• **Accumulation of Earned Leave:**

Management should allow the workmen to carry over EL balance to maximum of 100 days.

• **Encashment of Earned Leave:**

Management should give leave encashment who will have intention to encash the leaves.

For every day of leave encashment and 2 days wages should be given to all the workmen whoever claimed for earned leave encashment. Maximum of 30 days should be allowed for leave encashment.

• **Sick Leave:**

Sick leave should be given 15 days per year to all the workmen.

• **Casual Leave:**

Casual Leave should be given 12 days per annum in addition to the existing casual leave.



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2. HOLIDAYS:

a. National and festival holidays:

The existing National & Festivals holidays should be increased to 15 days per year.

b. Over time on holidays:

Triple wages should be paid for any overtime work done during national and festival holidays.

CHARTER -04: FACILITIES &FRINGE BENEGITS:

1. Uniforms:

The practice of providing two pairs of uniforms should be raised to three pairs and uniforms should be given in January month of every year.

2. Safety Shoes/Socks:

All the workmen should be provided with 2 pair liberty safety shoes and 04 Pair socks, once in a year. The

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Shoes and socks should be issued every year in the month January.

3. Monsoon Wear:

A good quality jerkin & sweater should be provided to all the workmen once in a year.

4. Transport facilities:

Free transport facility should be provided to all the workmen in all the shifts. This facility should also be flexible while workers changed their residences.

5: Annual Medical Check-Up:

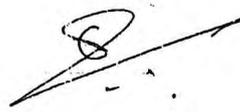
Once in a year all the workmen should be provided free master health check-up.

6. Ayudha Puja Gift.

The management should give good quality of 1 kg sweets and 500 grams' mixture.

7. Sports and Cultural Activities:

Perks and facilities towards sports and cultural activities should be finalized in consultation with the union.



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8. Canteen Facilities:

Free Canteen Facility should be provided to all the workmen.

CHARTER-05: LOANS & ADVANCES:

a) **Salary Advance:**

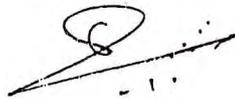
One month gross salary of each workman should be given as salary advance & deducted in 10 equal monthly installments.

b) **Festival Advance:**

One month gross salary of each workman should be given as festival advance" & deducted in 10 equal monthly installments.

c) **Marriage Advance:**

Rs. 100000 should be given as marriage advance for self/son/daughter marriage and deducted in 60 equal monthly installments.



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d) **Vehicle Advance:**

Rs. 100000/- should be given as vehicle advance for each workmen & deducted in 48 equal monthly installments.

CHARTER-06: CONCLUSION

- All the existing benefits privileges and other service conditions which are not sought to be altered herein above should be continued without any change.
- All the benefits arising out of the demands should be effective from 01.01.2017 and the settlement should be valid for a period of one years.*
- The Union reserves the right to add delete and amend this charter of demands at later date and during the course of negotiations.

Thanking You,

Yours Faithfully


(K A Ganganna)
President


(Chetan Kumar R N)
General Secretary

Secy
Venkatesh
30/3/2021

"620203-1"

MYSORE DIVISION INDUSTRIAL WORKERS GENERAL UNION

(Affiliated to A.I.T.U.C)

#2, 2nd Main, Kamakshi Hospital Road, Saraswathi Puram, MYSORE-570 009

To

The Labour officer,
Mysore Division,
Kuvempunagar, Mysore.

Dear Sir,

Sub: Charter Of Demands

Reference to the above we submit as follows:

M
29/6/22

This is in continuation of our earlier letter dated 06.07.2021 the workers of your factory have enrolled themselves as the members of the Mysore Division Industrial Workers General Union, Affiliated to AITUC, Mysore and approached for a bilateral meeting for mutual exchange of views. But till today the Management didn't conduct the meeting with union. And whereas the prevailing low wages and due to high rate of inflation and also soaring prices of essential commodities has affected the life of the workmen adversely.

And whereas the general body of the union held on 06.02.2022 unanimously authorized the union to submit fresh charter of demands for radical revision of wages and other benefits.

We here by furnishing the list of demands as shown in the annexure and enclosed here with.

We request you kindly concede the reasonable demands of the workmen in the interest of justice and fairplay. Kindly acknowledge and oblige.

Thanking you

Management Address.

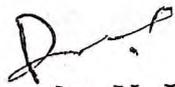
The Management
Cee Tee Silks Company
[A Unit of Chammundi Textiles Ltd]
Plot NO 192, KIA DB, Hebbal
Industrial Area.
Mysore - 570018.

Yours faithfully

(Devadas N.K.)
General Secretary

ANNEXURE

1. **Basic pay:** We demand the existing Basic Pay of every workman shall be enhanced by adding Rs. 12,000/- (Twelve thousand only) per month.
2. **House Rent Allowance:** We Demand the existing House rent Allowance (HRA) shall be enhanced by adding Rs.7,000/- (Seven thousand only) per month.
3. **Washing allowance:** We demand the existing washing allowance shall be enhanced by adding Rs. 2000/- (Two thousand only) per month.
4. **Variable Dearness allowance:** Present VDA shall be continued and systematic Dearness allowance shall be revised with consultation of union.
5. **Festival Advance:** We hereby demand that, the festival Advance shall be given Rs. 15000/- to each of the workman for any festival once in a year and recoverable ten instalments.
6. **Annual gift:** We demand annual gift of Rs. 8000/- worth items every year with consultation of union.
7. **Uniform and shoes:** We demand 2 pairs of uniforms and 2 pairs of shoes and socks every year to each workman.
8. **Benefits and Period of settlement:** All the benefits of the ensuing settlement shall be given to all permanent and probationary workmen who are on role of the company with effect from 1st March 2022 and period of such settlement is for three years.


Devadas N. K.

General Secretary

ಕ್ರಮಬದ್ಧ - 1



ಬೆಂಗಳೂರು ಕಾರ್ಮಿಕ ಸಂಘ

"ಆದರ್ಶ ನಿಲಯ" ನಂ. 8, ರಾಜಗೋಪಾಲನಗರ-
-ಮುಖ್ಯರಸ್ತೆ, ಪೀಣ್ಯ 2ನೇ ಹಂತ, ಬೆಂಗಳೂರು-58.

BANGALORE KARMIKA SANGHA

"Adarsha Nilaya", No. 8, Rajagopalanagar Main Road,
Peenya 2nd Stage, Bangalore - 58.

K. PUTTAIAH

President
Mob : 9448313164, 8197815564

Regd. No. DRT (B-1) / TUA/1/85-86
(ಹಿಂದ್ ಮಜ್ದೂರ್ ಕಿಸಾನ್ ಪಂಚಾಯತ್ ಸಂಯೋಜಿತ)

N. SHIVANNA

Working President
Mob : 7022249089, 9449215749

SP/37/2022-23

ದಿನಾಂಕ : 12-12-2022

ಕಾರ್ಮಿಕ ಅಧಿಕಾರಿ ಹಾಗೂ ರಾಜಿ ಸಂಧಾನಾಧಿಕಾರಿಯವರು,
ಉಪ ವಿಭಾಗ-1, ಮಂಜುನಾಥನಗರ,
ಬಾಗಲಗುಂಟೆ, ನಾಗಸಂದ್ರ ಅಂಚೆ, ಬೆಂಗಳೂರು-560 073.

ಮಾನ್ಯರೆ,

ವಿಷಯ : ಸೃಷ್ಟಿ ಫಾರ್ಮಸ್ಯೂಟಿಕಲ್ಸ್ ಪ್ರೈ. ಲಿಮಿಟೆಡ್‌ನಲ್ಲಿ 2021-22ನೇ ಹಣಕಾಸಿನ ವರ್ಷಕ್ಕೆ ಕಾರ್ಮಿಕರಿಗೆ ಈ ತನಕ ಬೋನಸ್ ನೀಡದಿರುವ ಬಗ್ಗೆ.

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ಸೃಷ್ಟಿ ಫಾರ್ಮಸ್ಯೂಟಿಕಲ್ಸ್ ಪ್ರೈ. ಲಿಮಿಟೆಡ್, ನಂ. 154, 10ನೇ ಮುಖ್ಯ ರಸ್ತೆ, 3ನೇ ಹಂತ, ಪೀಣ್ಯ ಕೈಗಾರಿಕ ಪ್ರದೇಶ, ಬೆಂಗಳೂರು-560 058 ರಲ್ಲಿ ಅನೇಕ ವರ್ಷಗಳಿಂದ ಕೆಲಸ ಮಾಡುತ್ತಿರುವ 12 ಜನ ಕಾರ್ಮಿಕರಿಗೆ 2021-22ನೇ ಹಣಕಾಸಿನ ವರ್ಷಕ್ಕೆ ಈ ತನಕ ಬೋನಸ್‌ನ್ನು ನೀಡಿರುವುದಿಲ್ಲ. ಈ ಕೆಳಕಂಡ ಕಾರ್ಮಿಕರಿಗೆ ಶ್ರೀ ಎಂ. ಎಸ್. ರಾಜಶೇಖರ್, ಹೆಚ್. ಧರಣೇಶಪ್ಪ, ಕಾರ್ತಿಕ್, ಎಸ್., ನೀಲ, ಲಕ್ಷ್ಮಮ್ಮ, ವಿಜಯ ಕುಮಾರ್, ಯಗೇಶ್, ಸಿ., ಪದ್ಮಮ್ಮ, ವಿಜಯಮ್ಮ, ಟಿ. ಎನ್., ಸವಿತಾ, ಬಿ. ಎಲ್., ನೀಲ, ಆರ್., ನಾಯಕ್, ಬಿ. ಎಸ್., ಈ ಕಾರ್ಮಿಕರಿಗೆ 2021-22 ಸಾಲಿಗೆ ಬೋನಸ್ ನೀಡಬೇಕೆಂದು ನಮ್ಮ ಸಂಘವು ಸೃಷ್ಟಿ ಫಾರ್ಮಸ್ಯೂಟಿಕಲ್ಸ್ ಮಾಲೀಕರಿಗೆ ದಿನಾಂಕ: 22-11-2022 ರಂದು ರಿಜಿಸ್ಟರ್ ಅಂಚೆ ಮೂಲಕ ಪತ್ರ ಬರೆದಿರುವೆವು. ಈ ಪತ್ರದ ಪ್ರತಿಯನ್ನು ಈ ಪತ್ರಕ್ಕೆ ಲಗತ್ತಿಸಿರುತ್ತೇವೆ. ಪ್ರತಿ ವರ್ಷದಂತೆ ಈ ವರ್ಷವು ಕಾರ್ಮಿಕರಿಗೆ ಬೋನಸ್ ಕೊಡಿಸಬೇಕೆಂದು ತಮ್ಮಲ್ಲಿ ಕೋರುತ್ತೇವೆ.

ಧನ್ಯವಾದಗಳೊಂದಿಗೆ,

ಇಂತಿ, ತಮ್ಮ ವಿಶ್ವಾಸಿ

(ಎನ್. ಶಿವಣ್ಣ)

ಕಾರ್ಯದರ್ಶಿ

12-12-2022

# ಬೆಂಗಳೂರು ಕಾರ್ಮಿಕ ಸಂಘ

"ಆದರ್ಶ ನಿಲಯ" ನಂ. 8, ರಾಜಗೋಪಾಲನಗರ-  
-ಮುಖ್ಯರಸ್ತೆ, ಪೀಣ್ಯ, 2ನೇ ಹಂತ, ಬೆಂಗಳೂರು-58.



# BANGALORE KARMIKA SANGHA

"Adarsha Nilaya", No. 8, Rajagopalanagar Main Road,  
Peenya 2nd Stage, Bangalore - 58.

**K. PUTTAIAH**

President

Mob : 9448313164, 8197815564

Regd. No. DRT (B-1) / TUA/1/85-86

(ಹಿಂದ್ ಮಜ್ದೂರ್ ಕಿಸಾನ್ ಪಂಚಾಯತ್ ಸಂಯೋಜಿತ)

**N. SHIVANNA**

Working President

Mob : 7022249089, 9449215749

SP/36/2022-23

ದಿನಾಂಕ : 22-11-2022

ಮಾನ್ಯ ವ್ಯವಸ್ಥಾಪಕ ನಿರ್ದೇಶಕರು,  
ಸೃಷ್ಟಿ ಫಾರ್ಮಸ್ಯೂಟಿಕಲ್ಸ್ ಪ್ರೈ. ಲಿಮಿಟೆಡ್,  
ನಂ. 154, 10ನೇ ಮುಖ್ಯ ರಸ್ತೆ, 3ನೇ ಹಂತ,  
ಪೀಣ್ಯ ಕೈಗಾರಿಕಾ ಪ್ರದೇಶ, ಲಗ್ಗೆರೆ ಮುಖ್ಯ ರಸ್ತೆ,  
ಬೆಂಗಳೂರು-560 058.

ವಿಷಯ : 2021-22ನೇ ಹಣಕಾಸಿನ ವರ್ಷಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ ತಮ್ಮ ಕಂಪನಿಯ ಈ ಕೆಳಕಂಡ ಕಾರ್ಮಿಕರಿಗೆ ಈ  
ತನಕ ಬೋನಸ್ ನೀಡದಿರುವ ಬಗ್ಗೆ.

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ಸೃಷ್ಟಿ ಫಾರ್ಮಸ್ಯೂಟಿಕಲ್ಸ್ ಪ್ರೈ. ಲಿಮಿಟೆಡ್, ನಂ. 154, 10ನೇ ಮುಖ್ಯ ರಸ್ತೆ, 3ನೇ ಹಂತ, ಪೀಣ್ಯ ಕೈಗಾರಿಕಾ ಪ್ರದೇಶ,  
ಲಗ್ಗೆರೆ ಮುಖ್ಯ ರಸ್ತೆ, ಬೆಂಗಳೂರು-560 058 ರಲ್ಲಿ ಅನೇಕ ವರ್ಷಗಳಿಂದ ಕೆಲಸ ಮಾಡುತ್ತಿರುವ ಕಾರ್ಮಿಕರಿಗೆ 2021-22ನೇ  
ಹಣಕಾಸಿನ ವರ್ಷಕ್ಕೆ ಬೋನಸ್‌ನ್ನು ನೀಡದಿರುವುದು ವಿಷಾದನೀಯ. ಆದ ಪ್ರಯುಕ್ತ 1) ರಾಜಶೇಖರ್, ಎಂ. ಎಸ್.,  
2) ಧರಣೇಶಪ್ಪ, ಹೆಚ್., 3) ಕಾರ್ತಿಕ್, ಎಸ್., 4) ಶ್ರೀಮತಿ ನೀಲಾ, 5) ಶ್ರೀಮತಿ ಲಕ್ಷ್ಮಮ್ಮ, 6) ವಿಜಯಕುಮಾರ್,  
7) ಯೋಗೇಶ್, ಸಿ., 8) ಪದ್ಮಮ್ಮ, ಪಿ., 9) ಶ್ರೀಮತಿ ವಿಜಯಮ್ಮ, ಟಿ. ಎನ್., 10) ಶ್ರೀಮತಿ ಸವಿತಾ, ಬಿ. ಎಲ್.,  
11) ಶ್ರೀಮತಿ ನೀಲಾ, ಆರ್., 12) ನಾಯಕ್, ಬಿ. ಎಸ್. ಈ ಕಾರ್ಮಿಕರಿಗೆ ತಕ್ಷಣವೇ ಬೋನಸ್‌ನ್ನು ನೀಡಬೇಕಾಗಿ ಕೋರುತ್ತೇವೆ.  
ತಪ್ಪಿದ ಪಕ್ಷದಲ್ಲಿ ಮುಂದಿನ ಕಾನೂನು ಕ್ರಮ ಜರುಗಿಸುವುದು ಅನಿವಾರ್ಯವಾಗಲಿದೆ.

ಧನ್ಯವಾದಗಳೊಂದಿಗೆ,

ಇಂತಿ, ತಮ್ಮ ವಿಶ್ವಾಸಿ

(ಎನ್. ಶಿವಣ್ಣ) 22-11-2022  
ಕಾರ್ಯಾಧ್ಯಕ್ಷರು