

GUJARAT TECHNOLOGICAL UNIVERSITY
MBA – SEMESTER –III-EXAMINATION – WINTER-2022

Subject Code: 4539293**Date: 27/01/2023****Subject Name: Management of Industrial Relations and Labour Laws****Time: 10:30 AM to 1:30 PM****Total Marks: 70****Instructions:**

1. Attempt all questions.
2. Make suitable assumptions wherever necessary.
3. Figures to the right indicate full marks.
4. Use of simple calculators and non-programmable scientific calculators are permitted.

Q.1 Explain the Terms: (All Questions are Compulsory) 14

1. Industrial Relations
2. Social Justice
3. Intra mural
4. Extra Mural
5. Lay off
6. Retrenchment
7. Grievance

Q.2 (a) In Industrial relation the principles of Labour Laws play vital role in managing the Labour relations. 07

(b) Prescribe what is Standing Order Act in Industrial establishment. What is the procedure for Approving the draft of standing order. 07

OR

(b) Explain the provisions regarding the welfare of workers as per factory act 1948. 07

Q.3 (a) Which are the sectors that are banned by child labour Act in India. 07

(b) How hours of work & leave violation act is perceived in apprentice Act ,1961 07

OR

Q.3 (a) Define the “Contract labour”. What are the charges for Prohibition of employment of contract labour. 07

(b) Write and discuss on employment obligations for apprentice training of employee & employer’s. 07

Q.4 (a) Explain the Code of discipline in Discipline Chapter. 07

(b) Which are the mechanics of resolving the industrial disputes Acc to Act 1947. 07

OR

Q.4 (a) Which are the provisions led down for strikes, lockouts& layoff in IR. 07

(b) What are liabilities of Principal employer in Contract Labour Act 1970. 07

Q.5 CASE STUDY:

A Case Study on Incentive Pay

The company had an incentive pay rate in place that could increase the employees' pay by 30 percent over their base pay. Citing changed circumstances, the employer eliminated the incentive pay for one department. The union appealed. The collective bargaining agreement (CBA) in place at the time of the grievance reserved all management rights to the company unless restricted by the language of the agreement. Article V of the agreement established wages to be paid and specifically continued during the term of the agreement "all incentive rates" in existence at the time of the agreement, excepting only the company's right to "establish new incentive rates or to adjust existing

incentive rates" under certain conditions listed in the agreement. Those conditions included changes, modifications, or improvements made in equipment involved in an incentive pay area; new or changed standards of manufacturing; and changes in job duties of those affected by incentive pay. Procedures on how the company was to proceed to establish new or changed incentive rates were also included in Article V of the agreement, unless changes to the incentive rates were a result of the changed circumstances previously cited. If this was the case, employees affected by the changes were given the right to grieve the application of the changed incentive rate. When the incentive pay was totally eliminated for one department, the union grieved on behalf of those affected employees. It was the company's position that significant changes of equipment and operations in the affected department authorized the unilateral elimination of the incentive pay under the agreement. A new mechanical device had eliminated the need for fracture tests of a furnace. The employees in the department had been reduced from 6 Head Operators, 22 Attendant Carburizing, and 4 Recorder Optical Pyrometers to 3 Head Operators and 4 Attendants. The classification of Recorder Optical Pyrometer was completely eliminated because the duties

were no longer needed. The company's interpretation of the contract language was that these changed circumstances allowed the company to eliminate unilaterally the incentive pay for the remaining employees.

The union's position was that the CBA contemplated the incentive pay being kept in place as part of the employees' wages, and the company could not unilaterally eliminate the incentive pay. New or changed rates could be negotiated as circumstances dictated, but eliminating the pay completely was not allowed. The following are the relevant contract provisions:

ARTICLE V—WAGES

A. Wage Rates

[S]uch hourly wage rates, together with all incentive rates now in existence, which altogether constitute the wage structure applicable to existing occupations in effect on August 28, 1983, shall remain in effect during the term of this agreement, except as any of such rates may be changed, adjusted, or supplemented in the manner prescribed in this Article . . .

B. New and Changed Rates

It is recognized that the company, at its discretion, may also find it necessary or desirable from time to time to establish new incentive rates or to adjust existing incentive rates because of any of the following circumstances:

Changes, modifications, or improvements made in equipment, material, or product. If there is any such change, modification, or improvement in existing equipment or material or on an existing product, the company may change the elements of the rate or rates affected by such change, modification, or improvement but will not change the elements not affected by such change, modification, or improvement. **2.** New or changed standards of manufacture in (a) processes; (b) methods; and (c) quality. **3.** Changes in the duties of an occupation covered by incentive rates that affect the existing incentive standards. Whenever it is claimed by any employee that any of the changes or events have occurred that are outlined in Paragraphs 1, 2, and 3 of the preceding Section B of this Article V, any employee who is affected thereby, either (1) by the production of product or (2) by being employed on an occupation affected by such claimed changes or events outlined in said paragraphs, may request the establishment of a new rate by discussing such request with his supervisor.

In the event that no agreement is reached in respect to the employee's request, grievance may be filed by such employee within ten calendar days after such changes or events have occurred. If, as the result of a grievance being processed under this Section B, it is determined that the company did not have the right to establish a new or adjusted rate, the rate structure in effect prior to the new or adjusted rate shall be reinstated as of the effective date of the new or adjusted rate. The company will calculate retroactive payment to the extent possible under the applicable rate structure.

QUESTIONS

(a) Did the changes made in the department satisfy the circumstances cited in the agreement that would allow the company to eliminate the incentive pay? (07)

(b) Did the affected employees have a legitimate grievance under the CBA's language? (07)

OR

(a) Which are the different Incentive Plans according to Monetary & Non –Monetary. (07)

(b) If you were the arbitrator, would you allow the company to eliminate the incentive pay? Explain your answer. (07)