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THE MADRAS LABOUR GAZETTE

Vol. II]

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ARTICLES

ADVANTAGES AND LIMITATIONS OF JOB EVALUATION.

(The following article is a reproduction of Chapter V of 'Job Evaluation'—Studies and Reports—New Series No. 56 of International Labour Office and should be of interest in view of the importance of the subject).

In the long run, the extent to which job evaluation will be applied depends on the balance of advantages and drawbacks of the method as an aid in fixing relative wages. These differ as between different undertakings, industries and countries. It would seem, however, on the basis of the experience described in the preceding chapter and the analysis contained elsewhere in this study, that the principal general merits and limitations of the method may be summarised as follows:

ADVANTAGES.

(1) Job evaluation is a logical and, to some extent, objective method of ranking jobs relatively to each other. It may thus help in removing inequities in existing wage structures and in maintaining sound and consistent wage differences in a plant or industry. It may also result in a simpler wage structure than the existing one, more easily understood and accepted by the workers.

(2) In the case of new jobs, the method often facilitates fitting them into the existing wage structure.

(3) The method helps in removing grievances over relative wages and thus may improve labour-management relations and workers' morale, in addition to reducing the time that management and trade union officers have to devote to such grievances, enabling them to deal with other important matters. In providing a yardstick by which worker's complaints or claims can be judged, the method simplifies discussion of wage demands and enable differences in wages to be explained and justified.

(4) The method replaces the many accidental factors occurring in less systematic procedures of wage bargaining by more impersonal and objective standards, thus establishing a clearer basis for negotiation; this too may help in improving labour-management relations.

(5) The method may lead to greater uniformity in wage rates, thus simplifying wage administration. If widely applied in an industry, it also tends to facilitate wage comparisons between geographically separated employment markets, which again may be helpful for certain bargaining purposes.

(6) The information collected in the processes of job description and analysis may also be used for the improvement of selection, training, transfer and promotion procedures on the basis of comparative job requirements.

(7) Such information also often reveals that workers are engaged on jobs requiring less skill and other qualities than they possess, thereby pointing to the possibility of making more efficient use of the plant's labour force. More generally, inefficiencies in the organisation and methods of work and possibilities of improving working conditions and reducing job hazards may be discovered.

LIMITATIONS.

When judging the advantages listed above it should, however, be borne in mind that job evaluation is not a panacea. The scope of its useful application may be limited by a smaller or larger number of factors of which the following seem to be the most important.

(1) Although there are many ways of applying job evaluation in a flexible manner, rapid changes in technology and in the supply of and demand for particular skills raise problems of adjustment that may need further study. Perhaps difficulties of this nature are more serious with point rating systems than, for example, with certain versions of the factor comparison method which do not involve pre-determined degrees of the various factors.

(2) However logical and consistent a system may be, account has to be taken of various limits to the possibility of changing apparently illogical elements in an existing wage structure. Certain external rates may have to be paid for "hiring jobs" whether they are compatible with the job evaluation system or not; traditional wage relationships, however inconsistent they may be, cannot always be altered. It has been pointed out that the fundamental purpose of job evaluation is to establish a mutually acceptable criterion of equity. If both worker and supervisor agree that, for example, the cementers are the aristocrats of the raincoat industry, what useful purpose is served by upsetting this scale of values in favour of some mechanistic criterion of equity? These traditions are every bit as important as job content.

(3) When job evaluation results in substantial changes in the existing wage structure, the possibility of implementing these changes in a relatively short period may be restricted by the financial limits within which the firm has to operate.

(4) When there is a large proportion of incentive workers, and especially when incentives have to be changed frequently, it may be very difficult to maintain a reasonable and acceptable structure of relative earnings.

(5) In any case, job evaluation does not provide a complete answer to the wage problem. It has nothing to say about the absolute wage level and little about the absolute size of the wage differentials appropriate to the evaluated job structure. It is not concerned with questions of rewarding loyalty, seniority or merit, and its consistent application may be very difficult in cases where payment by results is applied.

(6) In particular, the process of job rating is to some extent arbitrary because few of the factors and degrees can be measured with great accuracy. This process can certainly not be regarded as "scientific" and it can be considered "objective" at best in the sense that, under ideal conditions, it is free from deliberate bias. All that can be expected to emerge from the process is a well-considered and honest, but basically subjective, evaluation of jobs.

(7) Job evaluation takes a long time to instal, requires specialised technical personnel and may be quite costly. One Canadian estimate put the cost of installing a scheme at \$45 per job evaluated and maintenance charges at about 25 cents per employee per month.

(8) The drawing up of job descriptions tends to formalise job contents, which may lead to abuses by workers who acquire a vested interest in maintaining the requirements for certain jobs. According to one Writer there are "classic examples of this in railroading (in the United States) where featherbedding is entrenched behind job definitions that were made to fit conditions of 50 years ago." Very precise and detailed job descriptions may also make it impossible to assign occasional jobs not explicitly provided for in the descriptions.

(9) Trade unions often regard the method with suspicion and in some cases with hostility. In such cases, job evaluation may still be useful in helping management to clarify its own ideas as to what is to be regarded as a suitable wage structure, but the possibilities of using the results of the method in actual wage negotiations and in the settlement of grievances will be limited.

ATTITUDES TOWARDS AND PROSPECTS FOR JOB EVALUATION.

It would appear from various comments and experiences noted in earlier parts of this study that at the present stage, although job evaluation has in many cases been applied with satisfactory results, the method is not yet universally regarded as a useful aid in designing rational wage structures. Some people believe that the method is not in harmony with certain economic principles that in their view should govern the fixing of relative wages. In the discussion of this opinion it was suggested that this may well be an unduly pessimistic view. Further more, to the extent that job evaluation may not be quite in accordance with certain ideal economic principles of wage determination, its shortcomings may not be more serious than those of other procedures of wage bargaining. Nevertheless, there are certainly cases in which the implementation of job evaluation plans is made difficult by the existence of external rates and by changes in the supply of, and demand for, different types of skill that cannot be reconciled with any pattern of weights and factors of the job evaluation system.

It has been suggested in this study that the main advantages of job evaluation for purposes of wage fixing (as distinct from any other uses to which job analysis can be put) would be that of making the discussion of problems of relative wages more systematic, of helping in the establishment of a more or less logical and understandable wage structure and of simplifying the settlement of grievances concerning wage differences. If this view is correct, the main question concerning the prospects of further development and more widespread application of the method would seem to be whether employers and trade unions find it sufficiently helpful in these respects to justify the rather elaborate work involved in the preparation and maintenance of job evaluation systems.

EMPLOYERS.

Broadly speaking, it would seem that employers and their organisations, in so far as they have had experience with it, regard job evaluation either favourably or more or less indifferently. For example, in the United States the National Metal Trades Association and the National Electrical Manufacturer's Association have developed systems of their own which have been introduced into thousands of plants. In the Federal Republic of Germany the Iron and Steel Industries Association has fostered the application of a particular method

of job evaluation in the iron and steel industry. In several countries, including the United Kingdom, individual large employers have adopted a system of job evaluation.

During the Sixth Session of the I.L.O. Metal Trades Committee in May, 1957, the Employers' Group stated, among other things—

The discussions in our own group, which have gone into some detail of the various systems in operation and the experiences of the working of these systems, have brought a much greater appreciation of all that is involved in job evaluation. These have also brought to light the difficulties which result from the varying conditions in the different countries and even in the different industries or undertakings in the same country. We believe, therefore, that it is impracticable to lay down any agreed uniform system. On the other hand, we would not wish to underestimate in any way the benefits which have accrued in a number of cases on the actual operation of job evaluation as a means of setting up an equitable pay structure.

In view of what we have said, and particularly bearing in mind that the development of job evaluation schemes has necessarily been slow, we have come to the conclusion that there should continue to be free scope for further experiments and development, without laying down any hard and fast rules for recommendation to individual undertakings.

Briefly, while it cannot be said that employers generally are strongly in favour of job evaluation, there also appears to be little opposition by employers to the method.

TRADE UNIONS.

Negative views.

The position is different on the trade union side. In the words of the A.F.L.—C.I.O. bulletin quoted earlier "there is no single or over-all union attitude or policy towards job evaluation", but it seems fair to say that among trade unionists there is a great deal more in the way of frank opposition to the method than among the employers. Sometimes trade union criticism is directed at particular systems or procedures used. For example, the Metalworkers' Union in the Federal Republic of Germany listed the following difficulties encountered in applying job evaluation schemes used in their country:

- (1) Inadequate information on a scheme is given to shop stewards and workers.
- (2) The prescribed methods are not always followed.
- (3) There are not sufficient safeguards for the workers.
- (4) There are difficulties in grading highly skilled jobs and handicraft and partly automated jobs.

The Indian National Trade Union Congress considers the scheme used in some Indian Plants to be very defective... because of the absence of consultation with the workers in the evaluation of a scheme... the failure to inform them of the details of the scheme, the absence of union co-operation in the conduct of job evaluation, the failure on the part of the evaluator to carry out essential foundational procedures such as job analysis and description, the failure to evaluate working conditions and hazards and the assumption of differentials instead of their ascertainment as a result of job evaluation.

In other cases trade unions have strongly criticised the method as such. Thus, according to a manual published by the International Association of Machinists in the United States—

I. Basically, job evaluation tends to limit collective bargaining. This reflects itself in the following ways:

1. It tends to freeze the wage structure and thereby creates an obstacle to the correction of inequities. It restricts the right of negotiating on a rate of pay for each job year after year. It usually limits negotiations to bargaining for a fixed amount or fixed percentage for all jobs, or establishing rates of pay through some "pre-determined formula" that usually does not result in equitable treatment for all.
2. It fails to consider all forces which determine wages, such as supply and demand, other contract or area rates, etc.
3. It tends to create a barrier between the employee and his understanding of his own job rate, because his rate is set in a manner not understood by him.
4. It tends to disregard the ability of the individual.
5. It places a ceiling upon wages which is contrary to a traditional objective of organised labour.
6. It disregards compensation for loyalty, *i.e.*, years of service, etc.,
7. It tends to dilute traditional skills, creating many new occupations and many new classifications and thereby reducing wages.
8. It affects the seniority of employees by the creation of additional classifications.
9. It makes the promotion of employees into higher-paying jobs considerably more difficult because of the limiting characteristic of job descriptions.
10. It provides the company with a tool to down grade employees during times of cutbacks.

II. Job evaluation presents a threat to the stability of our organisation because of the following:

1. It necessitates the constant attention of additional trained representatives, thereby increasing the cost of representation to the local, district and Grand Lodge.
2. It provides management with a tool to play one group of employees against another.
3. It creates dissension within a local lodge (where members are from more than one firm) where all firms do not have job evaluation. It tends to hamper the efforts of the lodge in establishing uniform area rates.
4. It tends to place the responsibility upon the union for inequities that are not properly corrected since the union accepted the job evaluation plan and must, therefore, share in its shortcomings.
5. It compels the continuing and almost impossible task of educating job study committees and shop stewards in the many ramifications of the job evaluation plan in effect.
6. It encourages managements of different plants to work together and provides them with a basic method to achieve jointly desired results in the determination of wages; it strengthens management's opposition to the wage demands of the union.

III. The effects of job evaluation upon the general welfare of our society is discernible as it affects the supply of skilled workers. It tends to discourage

bona fide apprenticeships and, therefore, reduces the reservoir of over-all skilled workers so that in the event of a future crisis a serious shortage of skilled manpower would result.

Strong views against job evaluation were also expressed in the statement of Worker members of the sub-committee on job evaluation at the meeting of the I.L.O. Metal Trades Committee in May, 1957. The statement concluded that "job evaluation would not promote industrial harmony". The method was not really scientific, it did not fully take into account all the relevant factors determining equitable wages and it was so complex as to be largely incomprehensible to the workers and to disturb labour-management relations. The statement continued as follows :—

Basically, job evaluation tends to limit collective bargaining and to freeze the wage structure. It seeks to substitute would-be technical standards for market forces as reflected in collective bargaining. One of the main weaknesses of job evaluation is that it is insufficiently adaptable to the dynamic elements of our economy, as they affect the process of wage determination. The problem of determining the different job difficulties and wage categories can only be solved by collective agreements. The Workers' members therefore hold the view that collective bargaining is the best instrument for maintaining an equilibrium between management and workers.

FAVOURABLE VIEWS.

There are, however, example of less critical views on the subject. Mention has already been made of the whole hearted participation of the United Steel workers of America in the far-reaching United States steel plan which the union found to have eliminated many current and prospective wage grievances. Other examples of positive trade union attitudes in the United States includes the initiative of the Commercial Telegraphers' Union which designed a job evaluation scheme that was subsequently adopted by the Western Union Company, and joint union management participation in job evaluation for the West Coast paper and pulp industry and for the New York newspaper trade.

One trade union expert on management engineering attached to the International Ladies 'Garment Workers' Union though emphasising that job evaluation is a subordinate tool in collective bargaining and that its results can be only one factor in determining the wage structure, does not oppose the method. He considers that the most useful aspect of job evaluation is research "designed to isolate the factors that have governed the intuitive operation of collective bargaining.....these factors can then be used for future guidance".

Reference has already been made to the critical views of the Metal Workers Union in the Federal Republic of Germany on job evaluation as applied in the West German steel industry. However, in the study issued by the High Authority of the European Coal and Steel Community, which has been referred to in previous chapters, the trade union experts also mentioned certain more positive "facts or alleged advantages" put forward by the workers councils of the six undertakings surveyed. These were the following :

(1) Before the introduction of job evaluation it was possible, and even customary, to fix wages for particular workers or jobs in an arbitrary fashion. The objectivity of job evaluation makes this impossible.

(2) The establishment of a joint evaluation committee ensures the permanent participation of the workers' representatives in the fixing of the

firm's wages on a basis of complete equality, including those aspects which are outside the scope of job evaluation.

(3) When as a result of new working conditions, additional or new efforts are called for in a job, the workers' representatives are able to obtain a suitable wage adjustment more quickly and effectively than would otherwise be possible.

(4) The workers' representatives are relieved of daily discussions, explanations and debates about certain wage questions and can give much more attention to the settlement of wage claims concerning various jobs or small working teams.

Certain Italian trade union organisations have also shown themselves favourably inclined towards job evaluation. The Italian Confederation of Trade Unions (Confederazione Italiana Sindacati Lavoratori) has expressed the view that job evaluation will give the unions a say in connection with "new methods of wage fixing linked to technical progress" and ensure that wage adjustments are not left entirely to the management since this would tend, even if such adjustments were favourable to the workers, to weaken the influence of the unions. Furthermore, the Confederation has expressed the hope that job evaluation will reduce management's power of unilateral decision in matters of transfer and promotion and, more generally, permit equitable and responsible participation of the workers in the life of the enterprise. As regards wages, the Confederation considers that job evaluation can bring about a more rational and equitable wage structure, ensure the elimination of all discrimination between male and female wages, and prevent conflict among workers which might otherwise result from individual wage increases granted by unilateral management decision.

Representatives of the Italian Workers' Union (Unione Italiana del Lavoro) have also come out in favour of job evaluation adding, however, that certain conditions must be met. Particularly, there must be a satisfactory state of labour-management relations. Also although job evaluation is recognised as an important instrument for improving labour-management relations within firms, trade union participation in the programme is regarded as essential. Dealings between management and the workers of the firm without union participation might improve workers' remuneration but in an atmosphere of paternalism which in the long run could lead to deterioration in labour-management relations.

In France the Metalworkers' Union affiliated to the General Confederation of Labour (Force ouvriere) and that affiliated to the French Confederation of Christian Trade Unions have both expressed willingness to accept job evaluation. It should, however, be borne in mind that job evaluation is not widely applied either in Italy or in France and that there are no indications that the large national trade union organisations (the Confederazione Generale Italiana del Lavoro and the Confederation generale du Travail) would accept or favour its application.

Mention has already been made of the views of the Netherlands Federation of Trade Unions, namely, that job evaluation is desirable from the point of view of a firm's internal wage structure and is necessary also for the co-ordination of wages between firms and industries.

SOME PROBLEMS INVOLVED IN TRADE UNION ACCEPTANCE OF JOB EVALUATION.

The primary task of trade union leaders is to safeguard and promote the well-being of their membership. Secondly, the leaders will normally feel

responsible for the growth of the particular organisation which they represent; this may be affected by a variety of forces, including action by employers, rival trade unions or conflicting sectional interest within the union itself. These and other factors are apt to influence the union leadership, particularly in its strategy and tactics in the important field of wage negotiations, and thereby contribute to shape its attitude towards job evaluation as a possible issue in wages bargaining. Some of the unions' opposition to the method can no doubt be explained in these terms.

As was mentioned above, trade union representatives have on occasion rejected job evaluation on the ground that it limits or does away altogether with collective bargaining. Job evaluation can, if both parties agree, be dealt with by joint consultation and collective bargaining, whatever the machinery set up for these purposes. Indeed, it is difficult to see how, in cases where such machinery exists and operates effectively, job evaluation could ever be applied as a means of unilateral wage-fixing by the employer.

This does not mean, however, that the method does not raise certain general problems for the trade unions. In addition, there may be specific conditions that make it difficult for a trade union to accept job evaluation as an aid in wage fixing.

Among the general problems arising when job evaluation is newly introduced are its sheer novelty, its complexity, and the unpredictability of its results. To what extents will the existing wage structure be changed after job evaluation? How will the membership react to these changes? Will a majority of the members understand why their representatives agree to follow an entirely new, and probably slow, method of dealing with their urgent and legitimate wage claims? Will reliance on job evaluation technicians in dealing with wage problems not weaken the authority of the trade union leaders? Will local union officers be able to cope with the complexities involved in some system when negotiating with technicians specialised in the subject, and is there not a danger that they will be at a disadvantage on such occasions?

Another general problem is the fact that formal acceptance of rules governing relative wages tends to restrict the scope for manoeuvre in negotiations no bargaining agent will be disposed to welcome this. Even though it may be possible to use job evaluation for adjustment of an existing wage structure in a way that is acceptable to the large majority of the membership, the trade union leader may fear that in the future wage claims will be put forward by some of the membership that cannot easily be negotiated within the framework of an accepted system or alternatively, that following a reorganisation of production the system may require adjustments that will be opposed by some of the members. This problem is particularly important in view of the general trend towards mechanisation and automation in modern industry. In most cases, this leads to a reduced importance of physical effort in the jobs affected; in some cases, it leads to a reduction in skill requirements (though in other cases, it may call for an increase in particular skills); and often it involves, or may be construed to involve, an increase in the workers' responsibility. In practically all cases the introduction of more highly mechanised or automated methods of production will effect the relative importance of one or more of the factors commonly used in job evaluation. Its impact on the wage structure, according to the job evaluation system used, is not easy to predict. There is, of course, no reason to assume that the impact will be a negative one; on the contrary, higher productivity will normally enable the trade union to negotiate a general wage increase. Yet the new ranking of jobs may cause serious tensions both in the plant and within that trade union.

Apart from these general problems, there may be specific conditions making it difficult for a trade union to commit itself to job evaluation. For example, a new trade union engaged in an organisation campaign may not be interested in a device that settles wage grievances by more or less automatic application of pre-published rules. It may prefer to deal with such grievances on an *ad hoc* basis in order to impress workers with the advantages of joining. This aspect is particularly important when more than one union is trying to organise a particular group of workers. Any union committing itself to a particular job evaluation system is then open to attacks from other unions who may seek to exploit wage grievances as a means of recruiting new members. Alternatively, when job evaluation is applied with the participation of a number of rival unions, each of these may be continually trying to obtain upward reclassification of individual jobs to show its value and fighting spirit. For example, in the southern California aircraft industry, the International Association of Machinists and the United Auto Workers were fighting for members at a time when the job evaluation system had already been introduced, and efforts to "squeeze the gold" out of the system resulted in over 4,000 wage grievances being filed at Lockheed plants in one year. In other cases, a union's membership itself may include groups with more or less conflicting interests. When an industrial union includes large numbers of both skilled and unskilled workers, it is quite possible that one of these groups will obtain a relative improvement in wages; this may place the leadership in an embarrassing position *vis-a-vis* the other group. Or job evaluation may involve wage rates lower for certain jobs than those prevailing in the local employment market; quite apart from the problem of "hiring rates" acceptance of a plan involving such lower rates may expose the trade union leadership to criticism from some of its members.

SOME CONDITIONS FOR UNION PARTICIPATION IN JOB EVALUATION.

Some of the difficulties that may prevent a trade union from accepting job evaluation are more serious than others. Most of them, however, point to certain conditions that have to be met if the method is to be actively supported by the union.

A first condition would seem to be that the union is relatively well established and feels reasonably secure. It will be easier for the leaders of a union to commit themselves to any scheme when the organising phase of its development is over; it will also be easier if the union is not engaged in battles with rival organisations and if the leaders' authority among the membership is not seriously disputed. All of these conditions were fulfilled, for example, when the United States Steel Workers Union agreed to participate in the job evaluation scheme for their industry.

Secondly, the scheme adopted should be as simple as possible so that the individual worker can understand it; it will usually be necessary to distribute suitable explanatory pamphlets and other documentary material.

Thirdly, once a union has agreed to accept a evaluation system, this should be implemented as a truly joint undertaking. Suitable procedures should be devised and genuinely applied for consultation at all stages, including particularly that of job rating. Unless the union agrees, job descriptions should not be rewritten without its approval after the scheme has been installed. In particular, it should be clearly understood that the process of job evaluation ceases with job classification and that the determination of wage rates for jobs or job rates remains a separate subject of collective bargaining.

Individual workers should also be given a suitable measure and sense of participation; depending on the circumstances, they may be asked to participate in the preparation of job descriptions or at least be informed of the final text of their job description, and clear and effective ways of filing reasonable claims should be open to them. Normally, no worker's wage should be reduced and no worker downgraded as a result of the introduction of a job evaluation scheme.

It further seems essential that system should be designed and operated in a flexible manner enabling a large number of special considerations to be taken into account. Reference has already been made to the view that job evaluation is a matter of industrial relations rather than of industrial engineering.

Flexibility is partly a matter of technical arrangements, partly a matter of attitude. As an example of the former, technical change may be taken into account by judicious selection of factors and weights anticipating to some extent, shifts in the relative importance of various job requirements. Thus, if relatively low weights are assigned to such factors as physical effort and manual skill, while greater weight is attributed to responsibility for equipment, certain effects of automation on the evaluated job structure may be mitigated. Questions of attitude arise, for example when small changes occur which under strict application of the system would lead to downgrading of jobs. Suppose, for example, that a firm discontinues the production of a particular type of heavy steel shaft, the threading of which accounted for most of the threading operations performed by an engine lathe operator. The need for threading being thus reduced, the job description could be revised immediately to take account of reductions in the level of training and of physical effort required, and a lower point score and wage rate could be fixed for the job. Such strict application of the system could easily give rise to awkward problems, but it is difficult to devise technical rules for the way in which such cases should be handled. It is, however, clear that a great deal of irritation and suspicion in regard to a job evaluation system can easily be avoided if the plan is administered in a spirit of understanding and goodwill. No doubt a trade union will find it easier to accept such a system if it feels assured that the employer is willing to have it administered in such a spirit, avoiding hardships that fully automatic and inflexible application may involve.

CONCLUSION.

From a technical point of view, job evaluation constitutes a device for the settlement of certain more or less troublesome questions of wage adjustment. This is the angle from which the subject has been primarily examined in this study. To the extent that the method is useful for such purposes, however, this is largely because it attempts to base wage differentials on considerations that are not purely technical, but that have, in some degree at least, an ethical basis. Much of the political debate and decision-making in modern society is concerned with issues of fairness and equity in the distribution of income. These terms, however, are often used in a vague and arbitrary sense, and actual decisions often reflect considerations of economic expediency and of political power more than anything else. Job evaluation seeks to give practical expression to two principles of fairness that are so widely recognised that they cannot be regarded as mere subjective assertions inspired by group interests; that of equal pay for equal work and that of differential reward in accordance with discernible differences in the sacrifices that the

performance of productive work requires in terms of education, training, personal application and the endurance of adverse conditions. This objective of job evaluation gives the method a broader interest than it would have as of mere wage-fixing device.

At the present stage the method is rather restricted in its application. In a highly technological society aspiring towards ever higher standards of economic achievement, notions of equity may come into real or apparent conflict with other criteria for the determination of relative wages—for example an accepted or alleged need to maintain or increase certain incentives, or to bring about a certain allocation of labour among different industries or occupations. In this study a number of instances have been mentioned in which the objective of superior economic performance may limit the possibilities of applying the particular rule of justice that job evaluation seeks to put into practice. Mention has also been made of various devices that have been used or suggested as possible ways of reconciling the real or apparent conflicts that may arise, but it seems fair to say that some of these questions have not yet been satisfactorily settled. Further experiences and research seem needed to discover more or better means of achieving this end.

The present limitations in the application of job evaluation are probably also due in part to such factors as lack of knowledge about its meaning and unwillingness to accept its results where these would be to the advantage of particular groups. The increasing experience with the method and the growing volume of literature on the subject may be expected to lessen the former difficulty.

It is interesting and perhaps significant that job evaluation has so far been applied mainly to manual jobs, that is to say to occupations ranking relatively low in the general distribution of income in most countries. The highest-paid occupations in the economy, which one would expect to raise even more pertinent questions as regards fairness and equity have rarely been subject to comparable forms of analysis. It is generally believed that such occupations are too complex for job evaluation. It is true that the factor descriptions commonly used in existing job evaluation schemes could not do full justice to the requirements of, for example, many executive and senior administrative jobs. Yet it would be surprising if such jobs did not lend themselves at all to the type of rational discussion and analysis which job evaluation applies to wage-earning jobs. Here again further research may be very fruitful and lead to interesting results, the nature and importance of professional qualities that completely defy description and analysis might be found to be much smaller than is sometimes assumed.

The present study is not intended as a plea for job evaluation. Indeed many readers may not feel satisfied by the arguments and experiences cited that the method can really honour its promise of providing a tool for the establishment of an equitable and workable structure of wages and salaries. However, rational discussion being the first necessary step towards understanding and agreement, it seems justified to hope that the method will provide at least a beginning of a solution for some important problems of economic justice in remuneration. Further progress, while it cannot be ensured, will only be possible if the problems involved are more closely studied in broader circles than has been the case hitherto. This report will have served its purpose if it stimulates such discussions.

INDUSTRIAL RELATIONS.

May, 1960.

The labour situation in the State was generally satisfactory except for strikes by workers belonging to 85 textile mills in the State, for non-implementation of the recommendations of the Textile Wage Board, by the managements. There were 118 strikes during the month of May, 1960. Of these 94 strikes related to textile mills, 16 to Plantation Estates, 5 to the Engineering industry and 3 to undertakings in other industries affecting about 39,030, 5,305, 8,424 and 1,064 workers respectively. The mandays lost as a result of the stoppages were 1,05,788, 6,830, 1,25,345 and 18,372 respectively. The details of more important strikes are furnished below.

TEXTILES.

About 1,500 workers of the Loyal Textile Mills, Kovilpatti, struck work on 21st April, 1960, on account of refusal of leave to a worker by the management. The strike continued at the end of the month.

About 270 workers of Indira Cotton Mills (Private) Limited, Chromepet, struck work on 15th April, 1960, as a protest against the termination of the services of workers by the management. The workers resumed work voluntarily on 6th May, 1960.

About 81 workers of the Madura Mills Company Limited, Madurai, struck work on 7th May, 1960, demanding bonus advance for the Chithrai festival. The workers resumed work on the same day voluntarily.

About 96 workers of the Narasimah Mills Limited, Sulur, Coimbatore, struck work on 30th April, 1960, demanding reduction of workload. The strike was called off and the workers resumed work on 6th May, 1960, voluntarily.

About 23 workers of the Pandian Mills Limited, Madurai, struck work on 7th May, 1960, demanding bonus advance for Chithrai festival. The workers resumed work voluntarily on the same day.

PLANTATIONS.

About 1,000 workers of the United Nilgiris Tea Estate Company Limited Chamraj Estate P.O. Nilgiris, struck work on 18th May, 1960, demanding bonus for the year 1959, etc. They resumed work on 19th May, 1960, voluntarily.

About 1143 workers of the Non-such Estate, Coonoor, P. O. Nilgiris, struck work on 18th May, 1960, demanding bonus for the year 1959, etc. They resumed work voluntarily on 19th May, 1960.

About 409 workers of Bengorm Estate, Coonoor P. O. struck work on 18th May, 1960, demanding bonus for the year 1959, etc. They resumed work voluntarily on 19th May, 1960.

About 629 workers of the Katary Estate, Coonoor, Nilgiris, struck work on 18th May, 1960, demanding bonus for the year 1959, etc. They resumed work voluntarily on 19th May, 1960.

ENGINEERING.

About 100 workers of Foram Brothers Engineering Works, Madras 21, struck work on 4th May, 1960, on account of retrenchment of 11 temporary

workers. The workers resumed work on 5th May, 1960, as a result of direct negotiation.

About 100 workers of Foram Brothers Engineering Works, Madras 21, struck work on 25th May, 1960, on account of the suspension of a worker. The strike continued at the end of the month.

About 5,010 workers of the Kundah Hydro Electric Scheme (Emerald Project) Nilgiris, struck work on 15th April, 1960, demanding fixation of project seniority, treatment of contract labour as Board employees, etc. They resumed work voluntarily on 4th May, 1960.

About 3,169 workers of the Kundah Hydro Electric Scheme (Kundah Project) struck work on 18th May, 1960, demanding fixation of project seniority, treatment of contract labour as Board employees, etc. They resumed work voluntarily on 4th May, 1960.

OTHER INDUSTRIES.

About 1,016 workers of the T. I. Cycles of India (Private) Limited, Ambattur, struck work on 11th May, 1960. The strike continued at the end of the month.

About 25 workers of E. Govindaswamy & Company, Tannery, Pallavaram, struck work on 18th May, 1960. The strike was called off on 19th May, 1960, on the mediation of the Labour Officer.

About 23 workers of Asian Printers, Madras, struck work on 24th May, 1960. The strike was called off on 25th May, 1960, on the mediation of the Labour Officer.

CENTRAL SPHERE.

CONCILIATION.

1. The Conciliation Officer (Central), Madras, held conciliation proceedings on 5th May, 1960, in the dispute between the Insurance Association of India, Madras Regional Council, Madras, and the General Insurance Employees' Union, Madras, regarding retirement age and gratuity and brought about an amicable settlement.

2. The Conciliation Officer (Central), Madras, held conciliation proceedings in the dispute between the Madras Port Coal Employers' Association and the Madras Harbour Workers' Union regarding formation of a Common Pool for all the listed coal stevedore workers procedure for payment of wages to the coal stevedore labour, etc., and brought about an amicable settlement.

STRIKES AND LOCK-OUTS.

Major Ports.—The Coal Stevedore Labour and the labour handling coal on shore as also the labour handling ore and shore in the Madras Port numbering 400 struck work on 1st May, 1960, on account of May Day Celebrations. The strikers resumed work on 2nd May, 1960.

The coal stevedore labour working on collieries at Madras Harbour on "S. S. Jay Savak" numbering 378 (in the three shifts) and in "S. S. Jalarajan" numbering 330 (in three shifts) struck work from 6-30 hours on 1st May, 1960, on account of May Day Celebrations. The strikers attended work on the 2nd but refused to work demanding a common pool for all the coal stevedore labour, payment of wages at scheduled time, etc. They resumed work from the second shift on 2nd May, 1960, at the intervention of the Conciliation Officers (Central), Madras. The strike was sponsored by the Madras Harbour Workers' Union (A.I.T.U.C.).

Mines : The Magnesite Workers' Union (A.I.T.U.C.) Salem, has threatened to serve strike notice to the managements of the Magnesite concerns in Salem if the pending demands of the workers are not settled within a reasonable time.

Particulars regarding disputes received, etc :

(1) Number of industrial disputes received	..	4
(2) Number of industrial disputes settled	..	2
(3) Number of threatened strikes	..	1
(4) Number of strikes which materialised	..	2
(5) Number of draft Standing Orders certified	..	—

STATE SPHERE.

CONCILIATION UNDER THE INDUSTRIAL DISPUTES ACT, 1947.

The Conciliation Officers enquired into and settled 740 disputes during the month of May, 1960. 64 of these were industrial disputes in which settlements were recorded under section 12 (3) of the Industrial Disputes Act. Details of the disputes settled by conciliation are given in the statistical statement.

ADJUDICATION UNDER THE INDUSTRIAL DISPUTES ACT, 1947.

The State Government referred 19 industrial disputes in which settlements could not be brought about by conciliation to the Industrial Tribunal, Madras, and to the Labour Courts at Madras, Coimbatore and Madurai, for adjudication. The details of the dispute referred for adjudication are published in the Gazette under the statistical portion.

40 awards given by the Industrial Tribunal, Madras, and the Labour Courts, Madras, Coimbatore and Madurai, on industrial disputes referred to them were published in the *Fort St. George Gazette* during the month of May.

WELFARE.

During the month of May, 1960, the Employment Offices in the State registered 17,187 applicants including 2,350 women, 2,146 Schedule Caste/Tribe applicants and 399 Ex-services Personnel, and placed 3,045 applicants including 398 women, 677 Scheduled Caste/Tribe applicants and 72 Ex-services Personnel. 961 employers made use of the Employment offices in the State during the month. 4,519 vacancies were notified to the Employment Offices and 16,976 applicants were submitted to the employers for consideration. 1,30,120 applicants were awaiting employment assistance at the various Employment Offices in the State at the end of the month under review.

There was a dearth of trained personnel in the following occupations during the month under review:—

Blacksmiths.
Draughtsmen (Civil and Mechanical)
General Mechanics (Grade I).
Electricians.
Agricultural Instructors.
Drivers with Heavy Endorsement Licence.
Engineering Instructors (B.E. Electrical & Mechl.)
Diploma holders (L.M.E./L.C.E./L.E.E.).
Sheet Metal workers.
Medical Officers (Men and women).
High School Assistants (B.T. L. T./B.Ed. in Science, Mathematics & Social Studies).

Physical Training Instructors/Instructresses.
Librarians.
Health Visitors/Assistants.
Maternity Assistants.
Pharmacists.
Sanitary Inspectors.
Field Assistants in Anti-malaria.
Stenographers.
Language Pandits (Urdu, Telugu, Hindi and Tamil)
Storekeepers with experience.

Surpluses continued to exist in the clerical and unskilled categories.

During the month, the District Employment Office, Salem, sponsored fourteen candidates to the Neiveli Lignite Corporation for consideration.

The following man-power schemes under the Second Five-Year Plan were in progress during the month:—

(a) *The Employment Market Information Scheme*.—Under the scheme on collection of Employment Market Information, the Sixth Training Course on Employment Market Information Programme and procedure was conducted by the Directorate General of Resettlement and Employment, New Delhi, in Madras from 17th to 26th May, 1960. Twelve Employment Officers from Madras State attended the training course.

The Coimbatore Employment Market Report for the quarter ended 30th September, 1959, was published during the month under review.

The enquiry for the quarter ended 31st March, 1960, was in progress. The total number of employers/establishments addressed and the number responded as on the last day of the month under review are as under :

Sectors.	Number of establishments addressed.	Number responded as on 31st May, 1960.
Public	2,199	2,088
Private	1,341	962

(b) *Occupational Research and Analysis Scheme*.—Under this scheme, the District Employment Officer (Occupational Information) conducted the field study in respect of two families of occupations relating to "Makers of Aerated Waters and Brewers" and "Telephone Operators" and one occupational division relating to "Clerical and Related workers". During the month 31 occupations under the Group relating to "Jurists" were verified with reference to local institutions and the verification reports were sent to the Directorate General of Resettlement and Employment, New Delhi. Besides, the detailed definitions in respect of 24 occupations under the Group relating to "Architects Engineers and Surveyors" and in respect of 24 occupations under the "Match Industry" were sent to the Directorate General of Resettlement and Employment, New Delhi, during the month.

(c) *The Youth Employment and Service and Employment Counselling Scheme*.—The Youth Employment Service/Employment Counselling Unit attached to the District Employment Office, Madras, gave group guidance to 1,063

youths and individual guidance to 23 youths during the month. This unit also provided guidance information to 181 candidates. Further efforts were also made to collect information on training facilities and details of courses of studies and apprenticeship for dissemination to applicants.

HOUSING.

The Government have so far sanctioned 22 schemes for the construction of 1,508 houses. Out of which, the construction of 918 houses has been completed. The construction of 20 houses has reached plinth level and the construction of 20 houses has reached the roof level. Foundation has been laid in respect of 50 houses. Construction work has not yet been taken up in respect of 500 houses.

EMPLOYEES' PROVIDENT FUNDS ACT, 1952.

During the month of May, 1960, 7 establishments were brought under the Employees' Provident Funds Act bringing the total number of covered establishments to 881.

A sum of Rs. 22,69,829.87 was received as employers' and employees' contribution to the fund.

The total number of covered employees in the Madras State at the end of the month was 2,76,521.

LABOUR LAWS AND ADMINISTRATION

(On request from employers and workers a labour enactment is being published in each issue embodying the latest amendments).

MADRAS INDUSTRIAL DISPUTES RULES, 1958.

(G. O. Ms. No. 4856, Industries, Labour and Co-operation, 18th December, 1958).

S.R.O. No. A-8258 of 1958.—In exercise of the powers conferred by section 38 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), the Governor of Madras hereby makes the following rules, the same having been previously published as required by sub-section (1) of the said section :—

PRELIMINARY.

1. *Short title.*—These rules may be called THE MADRAS INDUSTRIAL DISPUTES RULES, 1958.

2. *Definitions.*—(1) In these rules, unless there is anything repugnant in the subject or context—

(a) "Act" means the Industrial Disputes Act, 1947 (Central Act XIV of 1947);

(b) "Chairman" means the chairman of a Board or Court, or if the Court consists of one person only, such person;

(c) "Committee" means a Works Committee constituted under sub-section (1) of section 3;

(d) "Form" means a form set out in the Schedule to these rules;

(e) "Registered Trade Union" means a trade union registered under the Indian Trade Unions Act, 1926 (Central Act XVI of 1926);

(f) "section" means a section of the Act.

(2) In relation to an industry carried on by or under the authority of a department of the State Government, the officer in charge of the industrial establishment concerned or such other officer as may be notified by the State Government from time to time shall be the "employer" in respect of that establishment, within the meaning of clause (g) of section 2.

WORKS COMMITTEE.

3. *Constitution.*—An employer to whom an order made under sub-section (1) of section 3 relates shall forthwith proceed to constitute a Works Committee in the manner specified in the following rules.

4. *Number of members.*—The number of members constituting the Committee shall be fixed by the employer so as to afford representation to the various categories, groups and classes of workmen engaged in, and to the sections, shops or departments of, the establishment:

Provided that the total number of members shall not exceed twenty.

5. *Representatives of the employer.*—The representatives of the employer shall be nominated by the employer, and shall, as far as possible, be the manager and the senior officials in direct touch with, or associated with, the working of the establishment.

6. *Representatives of the workmen.*—The representatives of the workmen shall be elected by the workmen engaged in the establishment :

Provided that the employer may, if he thinks fit, divide the workmen entitled to vote into different electoral constituencies so as to afford representation to the various categories groups and classes of workmen, and to the sections, shops and departments of the establishment and direct that the workmen shall vote in the constituencies in which their names are included.

7. *Consultation with the trade unions.*—The employer shall consult the registered trade union or unions, if any, in which the workmen of his establishment are members, in regard to the matters specified in rules 4 and 6.

8. *Qualification of candidates for election.*—Any workmen of not less than 19 years of age and with a service of not less than five years in the establishment may, if nominated as provided in these rules, be a candidate for election as a representative of the workmen on the Committee :

Provided that the service qualification shall not apply to the first election in an establishment which has been in existence for less than five years :

Provided further that the aggregate service of a workman in different concerns under the same employer shall be taken into account for the purpose of this rule, if the Standing Orders provide for transfer of workmen from one such concern to another.

9. *Qualifications for voters.*—All workmen who have been employed in the establishment for more than six months shall be entitled to vote in the election of the representatives of workmen.

10. *Procedure for election.*—(1) The employer shall fix a date as the closing date for receiving nominations from candidates for election as workmen's representatives on the Committee.

(2) For holding the election, the employer shall also fix a date, which shall not be earlier than three days and not later than ten days, after the closing date of receiving nominations.

(3) The dates so fixed shall be notified at least seven days in advance to the workmen and the registered trade union or unions concerned. Such notice shall be affixed on the notice board in the establishment. The notice shall specify the number of persons to be elected by the groups, sections, shops or departments.

(4) A copy of such notice shall be sent to the registered trade union or unions concerned.

11. *Nomination of candidates for election.*—(1) Every nomination shall be made on a nomination paper in Form "A", copies of which shall be supplied by the employer to the workmen requiring them.

(2) Each nomination paper shall be signed by the candidate to whom it relates and attested by at least two other voters belonging to the electoral constituency concerned, and shall be delivered to the employer.

12. *Scrutiny of nomination papers.*—(1) On the day following the last day fixed for filing nomination papers, the nomination papers shall be scrutinized by the employer in the presence of the candidates and the attesting persons, and those which are not valid shall be rejected.

(2) For the purpose of sub-rule (1), a nomination paper shall be held to be not valid if—

(i) the person nominated is not eligible to be a candidate under rule 8 ; or

(ii) the requirements of rule 11 have not been complied with :

Provided that where a candidate or an attesting person is unable to be present at the time of scrutiny, he may send a duly authorized nominee for the purpose.

13. *Voting in election.*—(1) If the number of candidates who have been validly nominated is equal to the number of seats, the candidates shall be forthwith declared duly elected.

(2) If, in any constituency, the number of candidates is more than the number of seats allotted to it, voting shall take place on the day fixed for election.

(3) The election shall be held in such manner as may be convenient for each electoral constituency.

(4) The voting shall be conducted by the employer, and, if any of the workmen concerned belongs to a registered trade union, by such of them as the registered trade union may nominate.

14. *Arrangements for election.*—The employer shall be responsible for all arrangements in connection with the election.

15. *Term of Office.*—(1) The term of office of workmen's representatives on the committee, other than a member chosen to fill a casual vacancy, shall be six years :

Provided that, in the case of the Committee constituted for the first time after these rules come into force, as nearly as may be one-third of the total number of representatives, shall retire at the end of two years, and as nearly as may be half the number of the remaining representatives, shall retire at the end of the fourth year.

EXPLANATION.—The names of the representatives for the purpose of the above proviso shall be determined by the Chairman of the Committee by drawing lots from among the members :

Provided further that the above rule shall not apply in the case of the Works Committee functioning on the day on which these rules come into force. The term of such a Committee shall be three years from the date of its first meeting, at the end of which period it shall be reconstituted according to these rules.

(2) A member chosen to fill a casual vacancy shall hold office for the unexpired term of his predecessor.

(3) The nominations of employer's representatives on the Committee may be cancelled and fresh nominations made by the employer at any time after giving previous notice to the members of the Committee.

16. *Vacancies.*—Vacancies in a Committee shall be filled up—

(i) in the case of a vacancy among workmen's representatives by election from the constituency to which the member concerned belonged ; and

(ii) in the case of a vacancy among employer's representatives, by nomination by the employer as provided for in sub-rule (3) of rule 15.

17. *Officers of the Committee.*—(1) The Committee shall have among its office-bearers a Chairman, Vice-Chairman a Secretary and a Joint Secretary. The Secretary and the Joint Secretary shall be elected every year.

(2) The Committee shall elect the Chairman and the Vice-Chairman :

Provided that where the Chairman is elected from amongst the representatives of the employers the Vice-Chairman shall be elected from amongst the representatives of workmen and *vice versa* :

Provided further that the post of the Chairman or the Vice-Chairman, as the case may be, shall not be held by a representative of the employer or the workmen, for two consecutive terms.

(3) The Committee shall elect the Secretary and the Joint Secretary :

Provided that where the Secretary is elected from amongst the representatives of the employers, the Joint Secretary shall be elected from amongst the representatives of workmen and *vice versa* :

Provided further that the post of the Secretary or the Joint Secretary, as the case may be, shall not be held by a representative of the employer or the workmen for two consecutive years.

18. *Number of meetings.*—The Committee may meet as often as necessary, but not less than once every month :

Provided that in the case of a seasonal establishment which works only for a part of the year, the Committee shall meet only during the season when the establishment works.

19. *Transaction of business.*—The Committee shall transact business in accordance with the bye-laws framed by it which shall be subject to the approval of the Commissioner of Labour, Madras.

20. *Facilities for meeting, etc.*—Accommodation for holding meetings of the Committee shall be provided by the employer. He shall also provide all necessary facilities to the Committee and to the members thereof for carrying out the work of the Committee.

21. *Dissolution of Works Committees.*—The State Government or where the power under section 3 has been delegated to any officer or authority under section 39, such officer or authority may, after making such inquiry as it or he may deem fit, dissolve any works Committee at any time by an order in writing, if it or he is satisfied that the Committee has not been constituted in accordance with these rules or that not less than two-thirds of the number of representatives of the workmen have, without any reasonable justification, failed to attend three consecutive meetings of the Committee or that the Committee has, for any other reason, ceased to function :—

Provided that where a Committee is dissolved under this rule, the employer shall take steps to reconstitute the Committee in accordance with these rules.

CONCILIATION.

22. *Conciliation proceedings in public utility Service.*—The Conciliation Officer, on receipt of a notice of strike or lock-out given under rule 59 shall forthwith arrange to interview both the employer and the workmen concerned with the dispute at such places and at such times as he may deem fit and shall endeavour to bring about a settlement of the dispute in question.

23. *Conciliation proceedings in non-public utility service.*—(1) Where the Conciliation Officer received any information about an existing or apprehended industrial dispute which does not relate to a public utility service and he considers it necessary to intervene in the dispute, he shall give formal intimation to the parties concerned declaring his intention to commence conciliation proceedings with effect from such date as may be specified therein.

(2) The Conciliation Officer may hold a meeting of the representatives of both the parties jointly or of each party separately.

(3) The Conciliation Officer shall conduct the proceedings expeditiously and in such manner as he may deem fit.

24. *Parties to submit statements.*—Party representing workmen involved in an industrial dispute in respect of which no notice has been given under rule 59 shall forward to the Conciliation Officer concerned before such date as may be specified by him for commencing the conciliation proceedings a statement in duplicate setting forth—

(a) the parties to the dispute ;

(b) the nature and cause of the dispute including any demands made by either party on the other to which exception is taken by the opposite party ;

(c) an estimate of the number of persons affected or likely to be affected by the dispute ; and

(d) the efforts made by the parties themselves to settle the dispute.

A copy of the statement shall also be furnished simultaneously by registered post to the employer. Within seven days from the date of receipt of the statement, the employer may file his reply statement before the Conciliation Officer.

25. *Memorandum of settlement.*—(1) A settlement arrived at in the course of conciliation proceedings or otherwise shall be in Form "B".

(2) The settlement shall be signed by—

(a) in the case of an employer, by the employer himself or by his authorized agent or when the employer is an incorporated company or other body corporate by the agent, manager or other principal officer of the Corporation ; and

(b) in the case of workmen, either by the President or Secretary of a registered trade union of workmen or by two office-bearers of the union authorized by the President or Secretary, or by five representatives of workmen duly authorized in this behalf at a meeting of the workmen held for the purpose and attended by a majority of the workmen concerned :

Provided that where the number of workmen affected is not more than 2, the settlement may be signed by the workman or workmen concerned.

(3) The parties to a settlement arrived at otherwise than in the course of conciliation proceedings shall send a copy thereof to the Conciliation Officer concerned, the Commissioner of Labour, Madras and the Secretary to the Government of Madras in charge of Labour.

(4) The Conciliation Officer shall maintain a record of all settlements effected under the Act in respect of disputes in the area within his jurisdiction in a register in Form "C".

ARBITRATION.

26. *Arbitration agreement.*—An arbitration agreement for the reference of an industrial dispute to an arbitrator or arbitrators shall be made in Form "D" and shall be delivered personally or forwarded by registered post in triplicate to the Secretary to the Government of Madras in charge of Labour, the Commissioner of Labour, Madras, and the Conciliation Officer concerned.

27. *Attestation of the Arbitration Agreement.*—The arbitration agreement shall be signed—

(a) in the case of an employer by the employer himself or by his authorized agent or when the employer is an incorporated company or other body corporate, by the agent, manager or other principal officer of the Corporation; and

(b) in the case of workmen, either by the President or Secretary of a trade union of workmen or by two office-bearers of the union authorized by the President or Secretary, or by five representatives of the workmen duly authorized in this behalf at a meeting of the workmen held for the purpose and attended by a majority of the workmen concerned:

Provided that where the number of workmen affected is not more than 5, the agreement may be signed by all the workmen concerned.

REFERENCE OF INDUSTRIAL DISPUTES UNDER SECTION 10 (2).

28. *Application.*—(1) An application under sub-section (2) of section 10 for the reference of an industrial dispute to a Board, Court, Labour Court or Tribunal shall be made in Form "E" and shall be accompanied by a statement setting forth—

(a) the parties to the dispute;

(b) specific matters in dispute and the cause of the dispute including any demand made by either party on the other to which exception is taken by the opposite party;

(c) the total number of workmen employed in the undertaking;

(d) the estimate of the number of persons affected or likely to be affected by the dispute;

(e) the efforts made by the parties themselves to settle the dispute; and

(f) in the case of an application for the appointment of a Court, the specific matters on which an enquiry by a Court is desired.

(2) The application and the statement shall be forwarded in triplicate by registered post to the Secretary to the Government of Madras in charge of Labour. A copy of the application and the statement shall also be forwarded to the Commissioner of Labour, Madras.

(3) In case of a separate application by one of the parties to the dispute, a copy thereof shall be sent to the opposite party/parties also.

29. *Attestation of application.*—The application and the statement accompanying it shall be signed—

(a) in the case of an employer, by the employer himself or by his authorized agent or when the employer is an incorporated company or other body corporate, by the agent, manager or other principal officer of the Corporation; and

(b) in the case of workmen either by the President or Secretary of a trade union of workmen or by two office-bearers of the union authorized by the President or Secretary, or by five representatives of the workmen duly authorized in this behalf at a meeting of the workmen held for the purpose and attended by a majority of the workmen concerned.

BOARD OF CONCILIATION.

30. *Notice to parties to nominate representatives.*—(1) The State Government shall, before constituting a Board, issue to the parties to the dispute a notice

in Form "F" requiring them to intimate the names of persons whom they recommend for appointment as their representatives on the Board.

(2) The notice shall—

(i) in the case of an employer, be sent to the employer himself or, when the employer is an incorporated company or other body corporate, to the agent, manager or other principal officer of the corporation;

(ii) in the case of workmen who are members of a registered trade union be sent to the Secretary of the union; and

(iii) in the case of workmen in any establishment for whom there is no registered trade union, be served on any two of the signatories to the application under rule 29 and a copy of the notice shall also be affixed to a conspicuous place in the premises of the establishment or published in one or more newspapers which the State Government consider suitable for the purpose.

POWERS, PROCEDURE AND DUTIES OF BOARDS, COURTS, TRIBUNALS AND ARBITRATORS.

31. *Place and time of sittings.*—The sittings of a Board, Court, Labour Court or Tribunal or of an Arbitrator shall be held at such places and times as the Chairman, Labour Court, Tribunal or Arbitrator, as the case may be, may fix, and the Chairman, Labour Court, Tribunal, or Arbitrator, as the case may be, shall inform the parties in such manner as he/it thinks fit of the time and place at which the sittings are to be held;

Provided that, so far as practicable, the sittings of the Board, Court, Labour Court or Tribunal or of the Arbitrator shall be held in the locality within which the dispute to which the proceedings before it relate, arose.

32. *Proceedings to be public.*—The proceedings of a Court, Labour Court or Tribunal shall be held in public:

Provided that the Court, Labour Court or Tribunal may, at any stage, direct that any witness shall be examined or its proceedings shall be held *in camera*.

33. *Quorum.*—The quorum necessary to constitute a sitting of a Board or Court shall be as follows:—

	Quorum.
(i) In the case of a Board—where the number of members is 3..	2
Where the number of members is 5 ..	3
(ii) In the case of a Court—where the number of members is not more than 2 ..	1
Where the number of members is more than 2, but less than 5..	2
Where the number of members is 5 or more ..	3

34. *Hearings.*—(1) On the receipt of an order of reference under section 10, the Court, Labour Court or Tribunal shall send notices to the parties concerned, specifying the dates within which the parties shall be called upon to file statement of the case and counters, and also the date of hearing of the case:

Provided that the Court, Labour Court or Tribunal may, grant such further time for the filing of statements and counters or fix such later date for the hearing of the case as it may consider necessary:

Provided further that the date of hearing of the case shall not, ordinarily and except for reasons to be recorded in writing, be later than six weeks from the date of the order of reference.

(2) The party or parties directed to file statements or counters shall simultaneously forward a copy thereof to the other party or parties concerned, either personally or by registered post with acknowledgment due and the nature of service shall be indicated in the statement or counters and the endorsement of service or postal acknowledgments as the case may be, shall be filed before the Court, Labour Court or Tribunal without delay.

(3) The hearing of the case shall ordinarily be continued from day to day, and the arguments, if any, shall follow immediately after the closing of the evidence.

(4) The Court, Labour Court or Tribunal shall not, ordinarily and except for reasons to be recorded in writing, grant an adjournment for a period exceeding ten days at a time.

35. *Preliminary enquiry.*—A Labour Court or Tribunal, while investigating any industrial dispute, may, in its discretion, settle the issues in the light of a preliminary enquiry, which it may hold for the purpose, and thereafter adjudicate the said dispute.

36. *Summons.*—(1) Summons issued by a Board, Court, Labour Court or Tribunal shall be in the following form :—

Summons to the parties to the dispute—Form “G”. Summons to witnesses to appear and give evidence—Form “H”.

Summons for production of documents—Form “I”.

(2) Whenever the validity of the standing orders made under the Industrial Employment (Standing Orders) Act, 1946 (Central Act XX of 1946), is challenged, a Labour Court or Tribunal may summon the certifying officer as defined in that Act and call for the production of any documents in his possession.

37. *Service of summons of notice.*—(1) Where there are numerous persons as parties to any proceedings before a Board, Court, Labour Court or Tribunal or an Arbitrator, and such persons are members of any trade union or association, the service of notice on the Secretary, or where there is no Secretary, on the principal officer of the union or association shall be deemed to be service on such persons.

(2) Where there are numerous persons as parties to any proceedings before a Board, Court, Labour Court or Tribunal, or an Arbitrator and such persons are not members of any trade union or association, the Board, Court, Labour Court or Tribunal or the Arbitrator may, where personal service is no practicable, cause the service of any notice to be made by affixing the same at or near the main entrance of the establishment concerned.

(3) A notice served as specified in sub-rule (2) shall be considered as sufficient in the case of such workmen as cannot be ascertained and found.

(4) Subject to the provisions of sub-rules (1) to (3), any notice, summons, process or order issued by the Board, Court, Labour Court or Tribunal or an Arbitrator empowered to issue such notice, summons, process or order, may be served either personally or by registered post.

38. *Documents.*—All books, papers and other documents or things produced before a Board, Court, Labour Court or Tribunal, or an Arbitrator, whether voluntarily or in pursuance of a summons, may be inspected by the Board, Court, Labour Court or Tribunal, or the Arbitrator and also by such parties as the Board, Court, Labour Court or Tribunal or the Arbitrator allows; but the information obtained therefrom shall not, except as provided in the

Act be made public and such parts of the books, papers, documents or things as in the opinion of the Board, Court, Labour Court or Tribunal or the Arbitrator do not relate to the matters at issue may be sealed up.

39. *Evidence.*—A Board, Court, Labour Court, or Tribunal or an Arbitrator may call for, admit or accept any evidence at any stage and in any manner which in equity and good conscience if he thinks fit.

40. *Administration of oath.*—Any member of a Board or Court or any Labour Court or Tribunal or an Arbitrator may administer oath.

41. *Recording of evidence.*—Evidence adduced before a Board, Court, Labour Court, or Tribunal or an Arbitrator shall be recorded in the form of memorandum of evidence as laid down in rule 13 of Order XVIII in the First Schedule to the Code of Civil Procedure, 1908 (Central Act V of 1908). Such memorandum shall be a substance of what the witness deposes and shall be written and signed by the Chairman of the Board or Court or by the Labour Court or Tribunal or the Arbitrator as the case may be.

42. *Power of entry and inspection.*—A conciliation Officer, a Board or Court or any member thereof or a Labour Court, Tribunal or an Arbitrator or any person authorized in writing by the Conciliation Officer, Board, Court, Labour Court, Tribunal or Arbitrator in this behalf may for the purpose of any conciliation, investigation, enquiry or adjudication entrusted to the Conciliation Officer, Board, Court, Labour Court, Tribunal or an Arbitrator under the Act at any time between the hours of sunrise and sunset and in the case of a person authorized in writing by a Conciliation Officer, Board, Court, Labour Court or Tribunal or an Arbitrator after he has given reasonable notice; enter any building, factory, workshop or other place or premises whatsoever and inspect the same or any work, machinery, appliance or article therein or interrogate any person therein in respect of anything situated therein or any matter relevant to the subject-matter of the conciliation, investigation, enquiry or adjudication.

43. *Power of Courts, Boards, Labour Courts and Tribunals.*—(1) In addition to the powers conferred by sub-section (3) of section 11 the provisions of Order IX in the First Schedule to the Code of Civil Procedure, 1908 (Central Act V of 1908), in so far as they relate to the appearance of plaintiffs and defendants in suits, shall apply to the appearance of parties in the proceedings before a Court, Board, Labour Court or Tribunal.

(2) A Court, Board, Labour Court or Tribunal may summon and examine *suo motu* any person whose evidence appears to it to be material and it shall be deemed to be a civil Court within the meaning of sections 480 and 482 of the Code of Criminal Procedure, 1898 (Central Act V of 1898.)

44. *Description of parties in certain cases.*—Where in any proceeding before a Board, Court, Labour Court or Tribunal or an Arbitrator, there are numerous persons arrayed on any side such persons shall be described as follows:—

(1) All such persons as are members of any trade union or association shall be described by the name of such trade union or association; and

(2) all such persons as are not members of any trade union or association shall be described in such manner as the Board, Court, Labour Court, Tribunal or Arbitrator, as the case may be, may determine.

45. *Appearance by legal practitioners.*—A legal practitioner representing a party to dispute under sub-section (4) of section 36, shall file a memorandum of appearance.

46. *Representation of parties in proceedings.*—(1) The authorisation to represent a worker or workers, under clause (c) of sub-section (1) of section 36, shall be in Form "J". The authorization to represent an employer, under clause (c) of sub-section (2) of section 36 shall be in Form "K". The authorization shall be presented to the Conciliation Officer, Board, Court, Labour or Court, Tribunal or Arbitrator and shall form part of the record.

(2) A party appearing by a representative shall be bound by the acts of that representative.

47. *Rights of representatives.*—The representatives of the parties appearing before a Board, Court, Labour Court, Tribunal, or an Arbitrator, shall have the right of examination, cross-examination and re-examination and addressing the Board, Court, Labour Court, Tribunal or Arbitrator, when any evidence has been called.

48. *Ex parte proceedings.*—(1) If, without showing sufficient cause, any party to proceedings before the Board, Court, Labour Court or Tribunal or an Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal or the Arbitrator may proceed as if the party had duly attended or had been represented.

(2) The Board, Court, Labour Court or Tribunal or an Arbitrator may, for sufficient cause, set aside, after notice to the opposite party, the *ex parte* decision either wholly or in part, on an application made within 15 days of the *ex parte* decision :

Provided that an application may be admitted after the said period of 15 days, if the applicant satisfies the Board, Court, Labour Court, or Tribunal or Arbitrator, as the case may be, that he had sufficient cause for not preferring the application within that period.

(3) An application under sub-rule (2) shall be supported by an affidavit.

49. *Assessors.*—Where assessors are appointed under sub-section (4) of section 7-A, or sub-section (5) of section 11, the Tribunal, Court, or Labour Court shall, in relation to the proceedings before it, obtain the advice of such assessors, but such advice shall not be binding on it.

50. *Decision by majority.*—All questions arising for decision at any meeting of a Board or Court, save where the Court consists of one person, shall be decided by a majority of the votes of the members thereof (including the Chairman) present at the meeting. In the event of an equality of votes, the Chairman shall have and exercise a second or casting vote.

51. *Pronouncement in open Court.*—Labour Courts and Tribunals shall pronounce in open Court their orders on applications made by the employers under section 33 either on the day on which the hearing is completed or on some future day of which due notice shall be given to the parties.

52. *Computation of relief in terms of money while passing awards.*—When any relief is awarded by the Labour Court or Industrial Tribunal on any dispute referred to it by the State Government for adjudication, the Labour Court or Industrial Tribunal shall compute the relief so awarded in terms of money if it can be so computed and specify the amount that should be paid to the party.

53. *Complaints to Labour Courts or Tribunals under section 33-A.*—(1) A complaint under section 33-A shall be in duplicate in Form "L" and filed before the Labour Court or Tribunal before whom the proceedings are pending either personally or by registered post. A copy of it shall be served

simultaneously either personally or by registered post with acknowledgment due on the employer. The nature of service shall be indicated on the copies of the complaint presented to the Labour Court or Tribunal, as the case may be. The endorsement of service or the acknowledgment of the opposite party, as soon as it is received, shall also be filed before the Labour Court or Tribunal as the case may be, without delay.

(2) Any workman may make the complaint individually or two or more workmen having similar grievance may make a joint complaint. The complaint shall be signed by the complainant or complainants.

(3) Every complaint under sub-rule (1) shall be verified by the workman or workmen making it or by some other person proved to the satisfaction of the Labour Court or Tribunal to be acquainted with the facts of the case.

(4) The persons verifying shall specify, by references to the numbered paragraphs of the complaint, what he verified of his own knowledge and what he verified upon information received and believed to be true.

(5) The verification shall be signed by the person making it and shall state the date on which and the place at which it was signed.

(6) The employer shall file a counter before the Labour Court or Tribunal either personally or by registered post within a week from the date of receipt of the complaint and shall serve a copy of it on the complainant or complainants either personally or by registered post acknowledgment due. The endorsement of service of the acknowledgment of the complainant or complainants shall be filed with the Labour Court or Tribunal, as the case may be, as soon as it is received. The Labour Court or Tribunal may, in exceptional cases, grant extension of time not exceeding 15 days for filing the counter. If the counter is not filed within the specified time, the Labour Court or Tribunal, shall proceed with the complaint after giving a week's notice to the parties concerned.

54. *Mode of computation of cash value under section 33-C (2) of the Act.*—An application to the Labour Court for computation of the money value under section 33-C (2) shall be made in Form "M".

The average retail prices at the nearest market for the period of three months immediately preceding the month for which the wages are to be computed shall be taken into account in computing the cash value of wages paid in kind and of concessions in respect of essential commodities supplied at concessional rates.

55. *Correction of errors.*—A Labour Court or Tribunal or an Arbitrator may correct any clerical mistake or error arising from an accidental slip or omission in any award or order. Any such correction in relation to any award, if made after the award is published, shall also be published in the same manner as the original award.

TRAVELLING ALLOWANCE.

56. *Remuneration of Arbitrators, Chairman and Members of Courts and Boards, Labour Court and Tribunals, Assessors, Witness and Staff.*—(1) A member of a Court or Board, if a non-official, shall be entitled to draw travelling allowance and halting allowance for any journey performed by him in connection with his duties as such member at the following rates and subject to the provisions of the Madras Travelling Allowance Rules :—

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Railway fare admissible for journey by rail	Mileage and admissible for journey by road	Daily allowance for halts
One second class fare plus daily allowance	6 annas	6 rupees

Note.—If night journeys are performed by rail, cost of reserving sleeping accommodation in second class may be claimed.

(2) If a retired official is appointed as a Labour Court or Tribunal, he shall be eligible to draw travelling allowance with reference to the pay drawn by him at the time of his retirement.

(3) The Chairman and members of a Court or Board, Labour Court, or Tribunal and assessors of a Labour Court or Tribunal wherever the Chairman, member or other person concerned is not a salaried officer of the Government shall be granted such fees or honorarium as may be sanctioned by the State Government in each case.

(4) Every person who is summoned and duly attends as a witness before a Court, Board, Labour Court, Tribunal or an Arbitrator shall be entitled to an allowance for expenses according to the scale for the time being in force with respect to witnesses in Civil Courts in the State.

GENERAL.

57. *Notice of change.*—Any employer intending to effect any change in the conditions of service applicable to any workmen in respect of any matters specified in the Fourth Schedule to the Act, shall give notice of such intention in Form "N".

58. *Manner of service of notice of change.*—(1) Where all the workmen affected by a notice referred to in rule 57 are members of a registered trade union or association, the service of notice by registered post on the Secretary, or where there is no Secretary, on the principal officer of the trade union or association, shall be deemed to be service on all such workmen :

Provided that if the Secretary or the principal officer refuses to receive the notice or if for any other reason, the notice cannot be served on the Secretary or the principal officer, in the ordinary way, the exhibition of the notice in the manner specified in sub-rule (2) shall be deemed to be service on all such workmen.

(2) In other cases, the employer shall cause the service of any such notice to be made by affixing the same to a notice board at or near the entrance or entrances of the establishment concerned and the notice shall remain so affixed for a period of 21 days :

Provided that where there are numerous workmen affected by such a notice and the majority of them are members of a registered trade union or association, the employer shall cause the service of a copy of the notice on the Secretary or where there is no Secretary, on the principal officer of the registered trade union or association also. The notice which is affixed on the notice board shall be in English, the regional language and in any other language understood by the majority of the workmen in the establishment concerned.

(3) A copy of the notice shall, simultaneously, be forwarded by the employer to the Commissioner of Labour, Madras, and to the Conciliation Officer concerned.

59. *Notice of Strike and lock-out.*—(1) A notice of strike required under sub-section (1) of section 22 shall be in Form "O" and a notice of lock-out required under sub-section (2) of section 22 shall be in Form "P" and shall be accompanied by a statement setting forth :—

- (a) the parties to the dispute ;
- (b) the nature and cause of the dispute, including any demand made by either party on the other to which exception is taken by the opposite party ;
- (c) an estimate of the number of persons affected or likely to be affected by the dispute ; and

(d) the efforts made by the parties themselves to settle the dispute.

(2) The notice and the statement accompanying it shall be signed

(a) in the case of an employer, by the employer himself or when the employer is an incorporated company or other body corporate by the agent, manager or other principal officer of the corporation ;

(b) in the case of employees

(i) where all the employees who are parties to the dispute are members of a registered trade union, by two officers of the union, duly authorized in this behalf at a meeting held for the purpose and attended by a majority of the members of the registered trade union ; and

(ii) in other cases, by not less than five of the employees concerned duly authorized in this behalf at a meeting held for the purpose and attended by a majority of the employees affected.

(3) Copies of the notice in Form "O" or Form "P" shall be furnished by registered post to the opposite party (employer or employees, as the case may be) the Conciliation officer having jurisdiction, the District Magistrate of the district, the Commissioner of Labour, Madras, and the Secretary to the Government of Madras in charge of Labour.

(4) The report required to be sent by an employer under sub-section (5) of section 22 shall be sent to the Conciliation Officer and the District Magistrate of the district and the Commissioner of Labour, Madras, and the Secretary to the Government of Madras in charge of Labour.

60. *Report of lock-out or strike.*—The report of a lock-out or strike in a public utility service to be submitted by the employer under sub-section (3) of section 22 shall be in Form "Q".

61. *Notice of retrenchment.*—The notice of retrenchment to be given by an employer shall be in Form "R" and such notice shall be served on the State Government by registered post, in the following manner :—

(a) Where notice is given to the workmen, the notice shall be sent to the State Government not less than 21 days before the date of retrenchment ;

(b) where no notice is given to the workmen and they are paid one month's wages in lieu thereof the notice shall be sent to the State Government on the date on which such wages are paid ; and

(c) where retrenchment is carried out under an agreement which specifies a date for the termination of service, notice of retrenchment shall be sent to the State Government within three days of the date of the agreement. Where, however, the agreement provides for retrenchment within three days of the agreement, the notice shall be sent before actual retrenchment.

Copies of the notices shall also be sent by registered post to the Conciliation Officer having jurisdiction over the area and to the Commissioner of Labour, Madras.

62. *Maintenance of seniority list of workmen* (1).—The employer shall prepare and maintain a list of all workmen in each category employed in his establishment, their names being arranged according to seniority of service in the category concerned. He shall make out copies of the list of all workmen in the particular category in which retrenchment is contemplated indicating in it clearly the names of all those who are proposed to be retrenched and cause copies of such list to be pasted on the notice board in a conspicuous place in the premises of the establishment easily accessible to the workmen, at least seven days before the date of actual retrenchment. Copies of the list shall also be sent to the registered trade union connected with the industrial establishment.

(2) As soon as a retrenchment is effected, he shall also prepare another list of workmen who were retrenched at the time as also those retrenched during the preceding 12 months, their names being arranged according to the seniority of their service in the category and cause copies thereof to be pasted on the notice board in a conspicuous place in the premises of the establishment easily accessible to the retrenched workmen. Copies of the list shall also be sent to the registered trade union connected with the industrial establishment.

63.—*Re-employment of retrenched workmen*.—(1) On the occurrence of vacancies after retrenchment, when an employer proposes to take into his employ any person, he shall—

(i) arrange for the display on the notice board in the premises of the industrial establishment of the details of the vacancies to be filled; and

(ii) give notice of the vacancies in writing to every individual retrenched workman eligible to be considered for the vacancies, such notice being despatched by registered post to the address given by the workman at the time of retrenchment or at any time thereafter;

(iii) at the same time, send a notice to the registered trade union or unions of workmen connected with the industrial establishment giving the number of vacancies and the names of the retrenched persons addressed; and

(iv) if the employer seeks the assistance of the Employment Exchange in the area in filling the vacancies, inform the Exchange that the names of such of his retrenched employees as may have been registered with the Exchange may be submitted to him along with the names of other suitable candidates.

Provided that clause (ii) shall not apply to vacancies which are temporary or casual and of less than a month's duration or which arise after the expiry of a period of one year from the date of retrenchment.

(2) A retrenched workman on receipt of the notice of vacancies from the employer shall offer himself for work or send a reply within a period of ten days from the date on which the notice is posted and, if he fails to do so, he shall lose all his claim for preference in future vacancies and the employer shall be free to fill the vacancies in all cases when retrenched persons do not come forward for re-employment.

64. *Application to the Conciliation Officer, Board, Labour Court or Industrial Tribunal under section 33* (1).—As application under sub-section (1) or sub-section (3) of section 33 shall be in duplicate in Form "S" and filed before the Conciliation Officer, Board, Labour Court or Tribunal either personally or by registered post acknowledgment due. A copy of it shall also be served simultaneously either personally or by registered post acknowledgment due on the workman or workmen concerned and the fact indicated on the copies of the application presented to the Conciliation Officer, Board, Labour Court or Tribunal, as the case may be.

(2) An employer seeking the approval of the Conciliation Officer, Board, Labour Court or Tribunal, as the case may be of any action taken by him under clause (a) or clause (b) of sub-section (2) of section 33 shall present an application in Form "T" in duplicate to such Conciliation Officer, Board, Labour Court or Tribunal either personally or by registered post with acknowledgment due. A copy of it shall also be served simultaneously either personally or by registered post acknowledgment due on the workman or workmen concerned and the fact indicated on the copies of the application presented to the Conciliation Officer, Board, Labour Court or Tribunal as the case may be.

(3) Every application under sub-rule (1) or sub-rule (2) shall be verified by the employer making it or by some other person proved to the satisfaction of the Conciliation Officer, Board, Labour Court or Tribunal, as the case may be to be acquainted with the facts of the case.

(4) The person verifying shall specify by reference to the numbered paragraphs of the application what he verified of his own knowledge and what he verified upon information received and believed to be true.

(5) The verification shall be signed by the person making it and shall state the date on which and the place at which it was verified.

(6) The workman or workmen concerned shall file a counter before the Conciliation Officer, Board, Labour Court or Tribunal, as the case may be, either personally or by registered post within a week from the date of receipt of the application and shall serve a copy of it on the employer either personally or by registered post acknowledgment due. The endorsement of service or the acknowledgment of the employer shall be filed before the Conciliation Officer, Board, Labour Court or Tribunal, as the case may be as soon as it is received. The Conciliation Officer, Board, Labour Court or Tribunal may, in exceptional cases, grant extension of time not exceeding fifteen days for filing the counter. If the counter is not filed within the specified time, he shall proceed with the application after giving a week's notice to the parties concerned.

65. *Protected workmen*.—(1) Every registered trade union connected with an industrial establishment, to which the Act applies, shall communicate to the employer within a period of one month from the date on which this rule comes into force, and thereafter, before the 30th September of every year the names and addresses of such of its officers who are employed in that establishment and who, in its opinion, should be recognised as "protected workmen." Any change in the incumbency of any such officer shall be communicated to the employer by the union within fifteen days of such change.

In case of any dispute between the employer and any registered trade union in respect of matters connected with the recognition of "protected workmen", the 30th September of an year shall be taken as the date for determining the representative character of each union for the purpose of this rule.

(2) The employer shall subject to sub-section (4) of section 33 recognize such workmen to be "protected workmen" for the purposes of sub-section (3) of the said section and communicate to the union, in writing within fifteen days of the receipt of the names and addresses under sub-rule (1), the list of workmen recognized as "protected workmen".

Provided that where the number of officers suggested for recognition as "protected workmen" falls short of the number of officers for whom recognition can be given in respect of the union concerned, the employer shall intimate the fact to the union and the union shall thereupon be entitled to select additional officers to be recognized as "protected workmen". Such selection shall be made by the union and communicated to the employer within five days of

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the receipt of the employer's letter. On receipt of the communication the employer shall act as specified in this sub-rule.

(3) Where the number of officers suggested for recognition by the union exceeds that for which recognition can be given according to sub-section (4) of section 33, the required number shall be selected according to the order of priority suggested by the union.

(4) Where there is more than one registered trade union in the establishment, the maximum number of workmen to be recognized as "protected workmen" shall be so distributed by the employer among the unions, that the number of recognized "protected workmen" in individual unions bear, as nearly as possible, the same proportion to one another as the membership figures of the unions. The employer shall, in that case, intimate in writing to the Secretary or principal Officer of the Union the number of "protected workmen" allotted to it.

(5) When a dispute arises between the employer and any registered trade union in respect of matters connected with the recognition of "protected workmen" under this rule, the dispute shall be referred to the Labour Officer concerned. He may call for and scrutinize such of the records as may be considered to be relevant and shall give the parties a reasonable opportunity of stating their case before giving a decision. The decision given by the Labour Officer shall be final.

Provided that the decision shall have effect only for a period of six months from the date of such decision or till the 30th September of the year immediately following the year referred to in sub-rule (1), whichever is earlier.

66. *Application to Government for issuing a certificate under section 33-C (1) of the Act.*—An application to the State Government for the issue of a certificate under section 33-C (1) shall be made in Form "U".

67. *Holidays to Labour Courts and Industrial Tribunals.*—The Tribunals and Labour Courts shall work on all days other than those declared by the State Government, as holidays for the Government offices.

68. *Preservation of records.*—Files relating to industrial disputes and the applications under the Act specified in column (1) of the table below shall be preserved for the period specified in the corresponding entries in column (2) thereof.

THE TABLE.

Records		Period of retention.	
(1)		(2)	
A. In the offices of the Tribunals and Labour Courts			
1	All records and papers relating to an industrial dispute including all applications connected with that dispute.	Three years from the date of publication of the award in the Fort St. George Gazette.	
2	All records and papers, including applications relating to any other proceedings.	One year from the date of final decision.	
B. In the offices of the Conciliation Officers			

(1)

(2)

- | | | |
|---|---|--|
| 1 | All records and papers relating to dispute which have been referred for adjudication. | Three years from the date of decision, provided that if any matter arising out of the decision (recovery of dues under award and like) is pending at the end of the period of three years, the records shall be retained for a further period of one year after the matter aforesaid is settled. |
| 2 | Other records and papers not falling under item 1. | Three years from the date of settlement or from the date of the issue of the Government orders, as the case may be. |

Explanation.—The date of final decision for the purpose of this rule means in the case in which there has been an appeal, the date of decision of the appellate authority.

69. *Manner of destruction of records.*—(1) After the period of retention specified in rule 58, the records may be destroyed either by tearing or by burning in the presence of the head of the office, provided that records of a secret or confidential nature shall be destroyed only by burning.

(2) The records destroyed by tearing may be sold or otherwise disposed of in such manner as the head of the office thinks fit.

70. *Fees for making copies of documents.*—(1) Fees for making a copy of an award of a labour Court or tribunal or any document filed in any proceeding before Labour Court or Tribunal shall be charged as follows:—

(a) For the first 200 words or less, 75 nP.

(b) For every additional 100 words, or fraction thereof, 40 nP.

(2) Copying fees shall be payable by the parties in the form of copy stamp papers.

(3) Where a party applies for immediate delivery of a copy of any such award or document an additional fee equal to one half of the fee leviable under this rule shall be payable.

71. *Penalties.*—A contravention of any of these rules shall be punishable with fine not exceeding fifty rupees.

72. *Repeal.*—(1) The Madras Industrial Disputes Rules, 1948, and the Travancore-Cochin Industrial Disputes Rules, 1951, in so far as the latter rules apply to the Kanyakumari District and the Shencottah taluk of the Tirunelveli District, are hereby repealed:

Provided that any order made or action taken under the rules hereby repealed shall be deemed to have been made or taken under the corresponding provisions of these rules.

THE SCHEDULE.

"Form A".

(See rule 11 (1)).

FORM OF NOMINATION PAPER.

Name of industrial establishment.

I nominate
representatives eligible for election) as a candidate for election to the Works Committee.

Group/Section/Shop/Department.

(here enter the name of the workmen's

Signature of proposer

Date :

I agree to the proposed nomination.

Signature of candidate :

Attested by—

(1)
(2)(To be signed by any two voters
belonging to the electoral con-
stituency).

"Form B".

(See rule 25 (1)).

FORM FOR MEMORANDUM OF SETTLEMENT.

Names of parties.

Representing employer(s)

Representing workmen

Number and broad description of the categories of workmen covered by settlement :

Short recital of the case.

Terms of settlement.

† Witnesses :

(1)
(2)

Signature of the parties.

* Signature of Conciliation Officer/Board of Conciliation.

Copy to—

(1) The Secretary to the Government of Madras in charge of Labour, Fort St. George.
Madras-9.† (2) The Conciliation Officer
address of the Conciliation officer in the local area concerned).

(here enter the office

(3) The Commissioner of Labour, Madras.

"Form C".

(See rule 25 (4)).

REGISTER.

Part I.

Serial number.	Industry.	Parties to the settlement.	Date of settlement.	Remarks
(1)	(2)	(3)	(4)	(5)

Section A.—Settlements arrived at in the course of conciliation proceedings.

Section B.—Other settlements.

Part II.

(Should contain copies of the settlements in the serial order indicated in Part I).

† In cases where settlements are arrived at between the employer and his workmen other-
wise than in the course of conciliation proceedings.

* In case of settlements effected by Conciliation Officer/Board of Conciliation.

"Form D"

(See rule 26).

AGREEMENT.

(Under section 10-A of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).)

Between

Names of parties—

Representing employers :

Representing workmen :

It is hereby agreed by and between the parties to refer the following industrial dispute
to the arbitration of (here specify the name(s) and
address(es) of the arbitrator(s))—

- (i) Specific matters in dispute ;
- (ii) Details of the parties to the dispute including the name and address of the establish-
ment of undertaking involved ;
- (iii) Name of the union, if any, representing the workmen in question ;
- (iv) Total number of workmen employed in the undertaking affected ;
- (v) Estimated number of workmen affected or likely to be affected by the dispute.

* We further agree that the majority decision of the arbitrators shall be binding on us.

Signature of the parties—

Representing employers :

Representing workmen :

Witnesses—

(1)
(2)

Copy to—

(1) The Conciliation Officer (here enter the office address of the Conciliation Officer
in the local area concerned).

(2) The Commissioner of Labour, Madras.

(3) The Secretary to the Government of Madras in charge of Labour, Fort St.
George Madras-9.

Form E.

(See rule 28).

FORM OF APPLICATION UNDER SECTION 10 (2) OF THE INDUSTRIAL DISPUTES ACT,
1947 (CENTRAL ACT XIV OF 1947), FOR THE REFERENCE OF AN INDUSTRIAL DISPUTE
TO A COURT OF ENQUIRY/BOARD OF CONCILIATION/LABOUR COURT/TRIBUNAL.

Whereas an industrial dispute is apprehended/exists between
and

and it is expedient that the dispute/matters specified in the enclosed statement, which are
connected with or relevant to the dispute, should be referred for enquiry/settlement/adjudica-
tion, to a Court or Enquiry/Board of Conciliation/Labour Court/Tribunal, an application
is hereby made under section 19 (2) of the Industrial Disputes Act, 1947 (Central Act XIV
of 1947), that the said disputes/matters should be referred to a Court of Enquiry/Board
Conciliation/Labour Court/Tribunal. This application is made by the undersigned who
has/have been duly authorised to so so by*

(* Where an application is made on behalf of the employees, state the manner in which
the authority was given).A statement giving particulars of the dispute as required by rule 28 of the Madras Indus-
trial Disputes Rules, 1958, is enclosed.

Signature of applicant(s)

To

The Secretary to the Government of Madras in charge of Labour,
Fort St. George, Madras-9.

Copy to the Commissioner of Labour, Madras.

ENCLOSURE.

Statement required under rule 28 of the Madras Industrial Disputes Rules, 1958, to
accompany the form of application—

- (a) Parties to the dispute ;
- (b) Specific matters in dispute and the cause of the dispute including any demand made
by either party on the other to which exception is taken by the opposite party ;

* Where applicable.

- (c) Total number of workmen employed in the undertaking ;
 (d) Estimate of the number of persons affected or likely to be affected by the dispute ;
 (e) Efforts unmade by the parties themselves to settle the dispute ; and
 (f) In the case of an application for the appointment of a Court, the specific matters on which an enquiry by a Court is desired.

Form F.

(See rule 30).

FORM OF NOTICE TO NOMINATE REPRESENTATIVES.

Whereas an industrial disputes has arisen/is apprehended between and it is expedient to refer the said dispute under section 10 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), to Board of Conciliation for promoting a settlement thereof, you are hereby required to intimate to the undersigned within a month from the date of service of this notice, the name(s) and address(es) of one (two) person(s) whom you wish to recommend for appointment as your representative(s) on the said Board.

If you fail to make the recommendation on or before the date of expiry of the period specified above, the State Government will select and appoint such person(s) as they think fit to represent you.

Secretary to Government of Madras in charge
of Labour.

Form "G".

(See rule 36).

SUMMONS TO THE PARTIES TO THE DISPUTE.

Whereas an industrial dispute between and has been referred to this Board of Conciliation/Court of Enquiry/Labour Court/Tribunal for settlement inquiry/adjudication, under section 10 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), you are hereby summoned to appear before this Board/Court/Labour Court/Tribunal, in person at on the day of 19 at O'clock in the forenoon/afternoon to answer all material questions relating to the said dispute and you are directed to produce on that day all the books, papers, and other documents and things in your possession or under your control in any way relating to the matter under investigation by this Board/Court/Labour Court/Tribunal.

Dated

Board of Conciliation

Court of Enquiry

Secretary, Labour Court

Tribunal

Form "H".

(See rule 36).

SUMMONS TO WITNESSES TO APPEAR AND GIVE EVIDENCE.

Whereas an industrial dispute between and has been referred to this Board of Conciliation/Court of Enquiry/Labour Court/Tribunal, for settlement/inquiry/adjudication, under section 10 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), and whereas you attendance is required to give evidence on behalf of your are hereby required personally to appear before this Board/Court/Labour Court/Tribunal at on the day of 19 at O'clock in the forenoon/afternoon.

A sum of Rs. (Rupees....) being your travelling and other expenses and subsistence allowance for one day is herewith sent. If you fail to comply with this order without lawful excuse, you will be subject to the consequences of non-attendance laid down in rule 12 of Order XVI in the First Schedule to the Code of Civil Procedure, 1908 (Central Act V of 1908).

Given under the hand and seal of this Board of Conciliation/Court of Enquiry/Labour Court/Tribunal, this day of 19

Board of Conciliation

Court of Enquiry

Secretary, Labour Court,

Tribunal.

Form "I"

(See rule 36).

SUMMONS FOR PRODUCTION OF DOCUMENTS.

Whereas an industrial dispute between and has been referred to this Court of Conciliation/Court of Enquiry/Labour Court/Tribunal, for settlement/inquiry/adjudication, under section 10 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), and whereas the documents mentioned below are required for evidence on behalf of you are hereby required to cause the production of the documents before this Board/Court/Labour Court/Tribunal at on the day of 19 at O'clock in the forenoon/afternoon.

If you fail to comply with this order without lawful excuse, you will be subject to the consequences of non-attendance laid down in rule 12 of Order XIV in the First Schedule to the Code of Civil Procedure, 1908 (Central Act V of 1908).

Given under the hand and seal of this Board of Conciliation/Court of Enquiry/Labour Court/Tribunal, this day of 19

List of documents to be produced—

Board of Conciliation

Court of Enquiry

Secretary, Labour Court

Tribunal

Form "J"

(See rule 46 (1)).

AUTHORIZATION UNDER SECTION 36 (1) (c) OF INDUSTRIAL DISPUTES ACT, 1947

(CENTRAL ACT XIV OF 1947).

Authorization to act on behalf of a worker/workers.

I/we employed in hereby authorize Sri worker/workers *an officer (designation to be mentioned) of the registration which is connected with (name of) tered trade union known as (name of establishment with address) to act on my/our behalf under section 36 (1) (c) of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), in respect of the dispute with my/our employer (name of the employer to be given).

Witness

1
2
3
4
5
6
*
*
*

Signature

1
2
3
4
5
6
*
*
*

I accept the authorization.

Signature

* Official of a registered Trade Union
* Workman authorized.

* Strike off whichever is not applicable.

Form "K"

(See rule 46 (1)).

AUTHORIZATION UNDER SECTION 36 (2) (c) OF THE INDUSTRIAL DISPUTES ACT, 1947
(CENTRAL ACT XIV OF 1947).

Authorization to act on behalf of an employer.

I, the employer, Sri
(name and address to be given) hereby authorize Sri
(name of person to be given) an officer (designation)
of the Association of Employers connected with (name of the Industry to be given) and known
as (name of association to be given) having its office at
carrying on business in the establishment as an employer
(name and address to be given) connected with
(name of the industry to be given) to act on my behalf under section 36 (2) (c) of the Industrial
Disputes Act, 1947 (Central Act XIV of 1947), in respect of the dispute between (name of the
parties to the dispute to be mentioned).

Witness

1
2
3
4
5
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*
*

Signature

1
2
3
4
5
6
*
*

I accept the authorization.

Signature

* Officer of an association

* Employer authorized.

* Strike off whichever is not applicable.

Form "L"

(See rule 53 (1)).

BEFORE THE LABOUR COURT/INDUSTRIAL TRIBUNAL.....
COMPLAINT UNDER SECTION 33-A OF THE INDUSTRIAL DISPUTES ACT, 1947
(CENTRAL ACT XIV OF 1947).

A.
Address(es)
Versus

Complainant(s)

B.

Address(es)
In the matter of Reference No.*

Opposite Party(ies)

The petitioner(s) begs/beg to complain that the Opposite Party(ies) has/have been guilty
of a contravention of the provisions of section 33 of the Industrial Disputes Act, 1947 (Central
Act XIV of 1947) as shown below :—

(Here enter the nature and details of contravention by the employer of the provisions of
section 33 with dates from which the conditions of service have been altered or the dates of
discharge or punishment of the applicant or applicants).

The complainant(s) accordingly prays/pray that the Labour Court/Industrial Tribunal
may be pleased to decide the complaint set out above and pass such order or orders thereon
as it may deem fit and proper.

Copies have been served simultaneously personally/by registered post on the opposite
party as required by sub-rule (1) of rule 53. The endorsement of service or the acknowledg-
ment of the opposite party will be filed as soon as it is received.

Signature of the complainant(s).

Dated this

day of

19

Verification.

I do solemnly declare that what is stated in paragraphs above is true to my
own knowledge and that what is stated in paragraphs
above is stated upon information received and believed by me to be true. This verifi-
cation is signed by me at

on the day of 19 ,
Signature or thumb-impression of the person
verifying.

* Here enter the case number and date of commencement of the proceedings before the
Labour Court or the Industrial Tribunal.

Form "M"

(See rule 54.)

APPLICATION FOR COMPUTATION OF MONEY VALUE UNDER SECTION 33-C (2) OF THE
INDUSTRIAL DISPUTES ACT, 1947.

BEFORE THE LABOUR COURT.

BETWEEN

(1)
(2)

.. (Name of Applicant).

.. (Name of employer).

Whereas, I, , a workman employed by
entitled to receive from the said employer the following benefit, viz.,
(Here set out the relevant facts and the circumstances of the case).

I pray that this Honourable Court may be pleased to compute the money value of the
benefit under section 33-C (2) of the Industrial Disputes Act, 1947.

Place

Date

(Applicant).

Form "N"

(See rule 57.)

NOTICE OF CHANGE TO BE GIVEN BY AN EMPLOYER.

Name of employer

Address

Dated the

day of

19

To

The Secretary/Principal Officer of the Union/Association

The Workman/workmen affected.

Dear Sir(s)/Madam(s),

In accordance with section 3-A of the Industrial Disputes Act, 1947 (Central Act XIV of
1947), I/we have to inform you that it is my/our intention to effect the change/changes specified
in the Annexure to this letter, with effect from

Yours faithfully,

Signature.

Name

Designation.

* The date specified should not fall within 21 days of giving the notice.

ANNEXURE.

(Here specify the change/changes intended to be effected.)

ANNEXURE.

Form "O".

(See rule 59 (1)).

FORM OF NOTICE OF STRIKE TO BE GIVEN BY EMPLOYEES IN A PUBLIC UTILITY SERVICE.

Name of Union/Names of elected representatives of employees where no trade union
exists.

Dated the

day of

19

To

(The name of the employer).

Dear Sir/Sirs,

In accordance with the provisions contained in sub-section (1) of section 22 of the Indus-
trial Disputes Act, 1947 (Central Act XIV of 1947), we hereby give notice that we propose to
you organize a strike /go on strike. The date of strike for the purpose of section 22 (1) (e)
will be

A statement giving particulars as required by rule 59 of the Madras Industrial Disputes
Rules, 1958, is enclosed.

Yours faithfully,

To

The Employer,

The Secretary to the Government of Madras in-charge of Labour, Fort St. George,
Madras-9.

The Commissioner of Labour, Madras.
The District Magistrate,
The Conciliation Officer.

ENCLOSURE.

(Statement of the case).

Form "P".

(See rule 59 (1).)

FORM OF NOTICE OF LOCK-OUT TO BE GIVEN BY AN EMPLOYER CARRYING ON A PUBLIC UTILITY SERVICE.

Name of employer

Address :

Dated the

day of

19 .

To
(The Secretary of the Registered Union, if any)
Dear Sir,

In accordance with the provisions of sub-section (2) of section 22 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947) I/we hereby inform you that it is my/our intention to effect a lock-out with effect from for the reasons explained in the accompanying statement containing the particulars required under rule 59 of the Madras Industrial Disputes Rules, 1958.

Yours faithfully,

* Here insert the position which the person who signs this letter holds with the employer issuing this letter.

To

The Employees.

The Secretary to the Government of Madras in-charge of Labour, Fort St. George, Madras-9.

The Commissioner of Labour, Madras.

The District Magistrate,

The Conciliation Officer.

ENCLOSURE.

(Statement of the case).

Form "Q".

(See rule 60.)

REPORT OF STRIKE OR LOCK-OUT IN A PUBLIC UTILITY SERVICE.

Information to be supplied in this form immediately on the occurrence of a strike or lock out in public utility service to the Conciliation Officer.

Name of undertaking.	Station and district.	Normal working strength.	Number of workers involved.		Strike or lock-out.	Date of commencement of strike or lock-out.	Cause.	Was notice of strike or lock-out given, if so, on what date and for what period?	Is there any permanent agency or agreement in the undertaking for the settlement of disputes between the employer and workmen? If any exists, particulars thereof.	Any other information.
			Directly.	Indirectly.						
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)

NOTE.—Column (3)—Give the average number of workmen employed during the month previous to the day on which the strike or lock-out occurred. While reckoning the average, omit the days on which attendance was not normal for reasons other than individual reasons of particular workmen. Thus, days on which strike or lock-out occurs or communal holiday is enjoyed by a large section of workers should be omitted.

Column (4)—If, say, 200 workers in a factory strike work and in consequence the whole factory employing 1,000 workers has to be closed, then 200 should be shown under 'directly' and the remaining under 'indirectly'. If the strike of 200 workers does not affect the working of the other departments of the factory, the number of workers involved would only be 200 which figure should appear under 'directly' and column 'indirectly' would be blank.

Column (8)—Give the main causes of the dispute as well as the immediate cause that led to the strike or lock-out.

Form "R".

(See rule 61.)

NOTICE OF RETRENCHMENT TO BE GIVEN BY AN EMPLOYER UNDER CLAUSE (c) OF SECTION 25-F OF THE INDUSTRIAL DISPUTES ACT, 1947 (CENTRAL ACT XIV OF 1947).

Name of the employer

Address

Dated the

day of

19

To

The Secretary to Government of Madras in-charge of Labour, Fort St. George, Madras-9
Sir,

Under clause (c) of section 25-F of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), I/we hereby inform you that I/we have decided to retrench * for the workmen with effect from the * reasons explained in the annexure.

2. * The workmen concerned were given on the * 19 on month's notice in writing as required by clause (a) of section 25-F of the Act.

* Retrenchment is being effected in pursuance of an agreement, a copy of which is enclosed.

* The workmen were given on the * 19 one month's pay in lieu of notice, as required under clause (a) of section 25-F of that Act.

3. The total number of workmen employed in the industrial establishment is * and the total number of those who will be affected by the retrenchment is given below :—
Number of workmen.

Category of designation of workmen to be retrenched.	Employed before retrenchment.	To be retrenched.
--	-------------------------------	-------------------

4. I/we hereby declare that the workmen concerned have been/will be paid compensation as required by and in accordance with clause (b) of section 25-F of that Act.

Yours faithfully,

* Here enter the number of workmen.

* Here insert the date.

* Delete the portion which is not applicable.

* Here insert the total number of workmen employed in the industrial establishment.

* Here enter the position which the person signs this letter holds under the employer issuing the letter.

ANNEXURE.

(Statement of reasons.)

Copy to—

(1) The Conciliation Officer (here enter the office address of the Conciliation Officer in the local area concerned).

(2) The Commissioner of Labour, Madras.

Form "S".

(See rule 64 (1).)

BEFORE (here mention the Conciliation Officer, Board, Labour Court or Industrial Tribunal).

APPLICATION FOR PERMISSION UNDER SUB-SECTION (1)/SUB-SECTION (3) OF SECTION 33 OF THE INDUSTRIAL DISPUTES ACT, 1947 (CENTRAL ACT XIV OF 1947) IN THE MATTER OF REFERENCE.

Applicant.

A.

Address—
Versus

Opposite Party (ies).

B. Address(es)

The abovementioned applicant begs to state as follows :—

(Here set out the relevant facts and circumstances of the case and grounds on which the permission is sought for).

The applicant therefore prays that express permission may kindly be granted to him to take the following action, viz. (here mention the action specified in clause (a) or clause (b) of sub-section (1) of section 33).

Copies have been served simultaneously personally/by registered post on the opposite party(ies) as required by sub-rule (1) of rule 64. The endorsement(s) of service or the acknowledgment(s) of the opposite party (ies) will be filed as soon as it is/they are received.

Signature of the applicant.

Dated this day of 19 .

Verification.

I do solemnly declare that what is stated in paragraphs above is true to my own knowledge and that what is stated in paragraphs above is stated upon information received and believed by me to be true. This verification is signed by me at on the day of 19 .

Signature or thumb-impression of the person verifying.

* Here enter the case number and the date of commencement of proceedings before the Conciliation Officer, Board, Labour Court or Industrial Tribunal, as the case may be.

Form "I".

(See rule 64 (2)).

BEFORE (here mention the Conciliation Officer, Board, Labour Court or Industrial Tribunal.)

APPLICATION UNDER SUB-SECTION (2) OF SECTION 33 OF THE INDUSTRIAL DISPUTES ACT, 1947 (CENTRAL ACT XIV OF 1947).

In the matter of Reference No. *

A. Address— Applicant.

Versus

B. Address(es). Opposite party(ies).

The abovementioned begs to state as follows :—

(Here set out the relevant facts and circumstances of the case).

* The workman/workmen discharged/dismissed under clause (b) of sub-section (2) of section 33 has/have been paid wages for one month.

The applicant prays that the Conciliation Officer/Board/Labour Court/Industrial Tribunal may be pleased to approve of the action taken, namely:—

(here mention the action taken under clause (a) or clause (b) of sub-section (2) of section 33).

Copies have been served simultaneously personally/by registered post on the opposite party(ies) as required by sub-rule (2) of rule 64. The endorsement(s) of service or the acknowledgment(s) of the opposite party(ies) will be filed as soon as it is/they are received.

Signature of the applicant.

Dated this date of 19 .

Verification.

I do solemnly declare that what is stated in paragraphs above is true to my own knowledge and that what is stated in paragraphs above is stated upon information received and believed by me to be true. This verification is signed by me at on the day of 19 .

Signature or thumb-impression of the person verifying.

* Here enter the case number and the date of commencement of proceedings before the Conciliation Officer, Board, Labour Court or Industrial Tribunal, as the case may be.

† Delete if not applicable.

Form "U".

(See rule 66.)

Application to the Government of Madras for the issue of a certificate under section 33-C (1) of the Industrial Disputes Act, 1947.

To

The Secretary to the Government of Madras in-charge of Labour, Fort St. George, Madras-9.

Between

(1) (Name of applicant.)

(2) (Name of employer.)

Whereas under the settlement, dated entered by the (name of employer) with (the name of Union/the award of the Labour Court/Industrial Tribunal, (Station) in I.D. No. , dated published with G.O. Ms. No. , Industries, Labour and Co-operation, dated at pages of the Supplement to Part I of the Fort St. George Gazette, dated the , under section (mention the section in Chapter V-A). I am entitled to a sum of Rs. as computed by the Presiding Officer, Labour Court/Industrial Tribunal, in his Order No. , dated .

(Certified copy enclosed) ;

It is prayed that the Government of Madras may issue a certificate under section 33-C (1) of the Industrial Disputes Act, 1947, for the said amount, to the Collector of for recovering the said amount and paying it to me.

CURRENT TOPICS

REGIONAL PRODUCTIVITY CONFERENCE.

The Madras Productivity Council convened on 28th June, 1960, a Regional Productivity Conference in collaboration with the local productivity councils in the State with a view to highlight the importance of raising the productivity in Industry and discussed problems arising in securing the acceptance of improved productivity techniques, by employers, workers and technicians alike.

Inaugurating the Conference, Dr. V. V. Giri the incoming Governor of Kerala State observed that as emphasised in the Second Five-Year Plan the level of productivity determined the national wealth and per capita income and the standard of living of the people and that the problem became particularly urgent in an under-developed country requiring more rapid economic development and a quicker rise in the production and income levels. Sri Giri observed that the problem of productivity involved many facts, capital investment and fuller utilisation of man-power, extension of Industrial Engineering facilities, efficiency of marketing, etc., and that a simultaneous advance in respect of all these was necessary. The productivity Expert had an important part to play in increasing productivity and his job for some time to come would not be so much technical as being "socially educative" there being the need to reorientate old attitudes and to develop new attitudes conducive to the accomplishment of higher levels of productivity. He pleaded for a more positive attitude on the part of every individual and section of society in respect of increasing productivity.

Commending the work of the National Productivity Council he suggested that in order to be more effective the Council should formulate its programmes taking into consideration the need to utilise most effectively scarce resources, etc. He observed that success can be achieved only with the co-operation of labour. In his view the following conditions were essential for securing co-operation of labour; determined demonstration of good faith on the part of all concerned, strengthening of trade union organizations, move towards fair wages and decent working and living conditions, assurance that the gains of productivity will be shared with workers, dissemination to workers of all necessary information for intelligent participation in industrial affairs, consultation with workers in personnel policy and facilities and opportunities to workers in training for advancement.

In conclusion, Sri Giri observed that the productivity expert must not only be an industrial engineer and an expert in management and labour but also a sociologist or more properly a social engineer.

Sri R. Venkataraman, Minister for Industries and Labour, who presided over the function observed that the productivity of all sections of the economy is a primary determinant of the standard of living and levels of employment of a community. The rapid economic recovery of the industrial countries of Western Europe in the post-war years was largely due to increased productivity. The steady rise in our population underlined the urgency of rapid industrialisation which alone held the key to the fulfilment of the avowed objectives of our social policy, viz., the pushing up of the low levels of living and of employment. Shortage of foreign exchange, slow rate of capital formation, paucity of trained personnel at all levels in industry, low productivity and the inability to stand up to competition in markets, internal and foreign, were among the problems that challenged industry to day.

The concept of increase of productivity encompassed increase of production in industry through more efficient management, adoption of more effective industrial engineering techniques and increased labour productivity. The findings of productivity teams comprising of employers, technicians and workers which visited the United Kingdom, the United States of America, West Germany, etc., with the assistance of the Technical Co-operation Mission and under the auspices of the National Productivity Council focus attention on managerial efficiency, industrial engineering techniques in a State of continued evolution into improved ones, sound personnel management, strong and self-reliant trade unions familiar with time and motion study, job evaluation, etc., and other productivity techniques and their value in increasing the gain to industry and confidence in their ability to obtain their proper share and above all a pride on the part of managements and workers alike in the quality, volume and low prices of the goods produced as among the common features contributing to increased productivity. With the rapid development of industry and its increased complexity, as managements at top level have to initiate, organize and execute programmes of production they should have proper training. The middle management serving as the link between the workers and the top executive also have to be trained to develop proper skills in the technique of handling men and of relating the work of their section to that of the entire undertaking. It was also desirable that decentralization and demarcation of managerial functions should be increased with a view to infuse initiative and a sense of responsibility at various levels of managements.

The Minister observed that to meet the demand for skilled operators workers have to be recruited carefully in consonance with their aptitudes and inducted into the undertaking after suitable training. Industrial engineering techniques had become an integral part of industrial operations in most highly industrialized countries. This included measures for simplifying office routine and their control, work study and job evaluation wage incentives, formulation of wage structures so as to stimulate acquisition of higher skills through maintenance of a proper wage differential, improvement of plant lay-out and of material handling, the conducting of studies to determine efficiency of parts as well as of the whole organization, the control of production, stock control, quality control, budgetary control, cost control, etc. Planned maintenance, standardization of production of consumer goods are other matters of importance. In his view, a number of these techniques can usefully be adopted with suitable modifications for improving the productive efficiency in undertakings, large, medium or small. Proper techniques of work study improvement of lay-out etc., can improve out-put and reduce cost even in a small undertaking whether it be a rice mill, oil mill or a printing press. It was desirable that in adopting modern productivity techniques priority should be given in respect of undertakings engaged in manufacturing such products as cement or steel not produced in small scale or cottage industrial units with a view to avoid competition and diminution in employment opportunities. Partly as a hang-over of old habits of thought and mental attitudes, it is possible that the workers resisted the adoption of productivity techniques. Employers had the responsibility to dispel the fears of workers and elicit their active co-operation through ensuring job security to workers even after application of productivity techniques. The workers found surplus could be absorbed in maintenance work of the undertaking where possible after proper training and replacement of workers who retire or resign, etc., could be avoided.

Sri Venkataraman observed that proper grievance procedure and joint consultation machinery were important instruments for smoothening labour relations. Joint management enabled management and employees to exchange

views and to hold consultations in the preliminary stages of managerial decision. Production efficiency, suggestion schemes, management policies, statistics concerning absenteeism etc., could usefully be discussed in such meetings.

He stated that managements should realise the usefulness of strong trade unions for maintaining better industrial relations and for increasing productivity and of the usefulness of assisting the trade unions in familiarizing themselves with techniques of industrial engineering.

As for workers, they should increasingly realise that they have a vital stake in the prosperity of industry and co-operate with managements in increasing productivity through the growth of strong trade unions and through appreciation of industrial engineering techniques.

The Minister explained that an Inspector of Factories of the State Labour Department trained in productivity was the Secretary of the Madras Productivity Council and that he helped the local productivity councils in Madras, Salem, Coimbatore, Tiruchirappalli and Mathurai in conducting training courses and seminars with the help of experts drawn from the I.L.O.

Commending the Madras Productivity Council for its fruitful activity in the year in conducting courses on work studies, executive development quality control, etc., besides holding seminars and conferences, the Minister expressed the hope that the council would enlarge the range and volume of its activities so as to infuse productivity consciousness in undertakings even in small towns of the State.

He also hoped that a study of the view points that would beset out in the papers to be presented by the leaders of industry and labour on some vital aspects of productivity would stimulate constructive thought in the matter.

Addressing the Conference, Sri Manubhai Shah the Union Minister for Industry said that the productivity movement aimed at the production of cheaper articles of better quality with a view to increase prosperity so that the workers employers and consumers alike may share in its gains. He clarified that in promoting the productivity movements the National Productivity Council did not envisage retrenchment in case productivity, techniques were adopted. Observing that our production whether in agriculture or industry was very poor by international standards he expressed concern that trade union leaders should impress upon workers urgency of stepping up production and of increasing productivity. He also observed that management function had increased in complexity in modern industry and needed a high degree of skill and competence and that therefore it was important that managerial posts should be manned only by persons with the necessary competence and training and that the choice should not be on the basis of other considerations.

Sri S. Anantharamakrishnan, Chairman of Simpson Group of Companies, read a paper on "Productivity—Role of Management". Observing that the productivity movement included not only increased labour productivity but also increased productivity resulting from scientific management, more intensive, utilisation of machinery, work study with its complementary techniques, of method study and work measurement, etc., he suggested that there should be a vigilant and perpetual drive to do a job better quicker and with lesser strain and at a lower cost. Management was recognised now as a profession involving a high degree of skill which needed to be taught and learnt and it was imperative that there should be an efficient and integrated system of training for higher management. Personnel at the supervisory and foreman level constituted the backbone of the industry and needed to be properly trained. Multiplicity of trade unions in one industry or unit has been the bane of labour

management relations and has not been conducive to co-operative efforts of management and labour to raise productivity.

As for the sharing of the gains of productivity, it could be secured through a rise in money wages or lower prices or through shorter working hours and could be decided through collective bargaining.

Dissemination of the findings of research in industry and their utilisation should be actively organised in an increasing measure with a view to accelerate productivity.

Sri G. Ramanujam, Vice-President of the Indian National Trade Union Congress, speaking on the "Role of Labour in Industry" observed that productivity techniques if properly understood and correctly applied should result in reducing the strain on the worker and in increased earnings. But it was important that planning should centre round the man and not the machine and should take note of conditions peculiar to this country. For a correct appreciation of the rights and obligations of the managements as well as of labour in industry, there was need for a simultaneous change in the outlook on both sides and a removal of class conflict. The employer putting money and worker putting his labour in industry should both remember that they were co-servants in the service of the people. Multiplicity of unions added to the difficulties of labour management relations, but a way out was for managements to observe a proper code of discipline in industry. Finally, Sri Ramanujam suggested that the productivity council may consider demonstrating improved managerial efficiency arising from the application of productivity techniques in a few industrial undertakings. He also observed that the National Productivity Council could usefully devote attention to agriculture no less than to industry.

Sri K. Srinivasan, Director of the South India Textile Research Association, read a paper on "Effects of multiple union in industry on productivity". In the past through an inability to adjust themselves to changed conditions some managements contributed to the formation of multiple unions in industry. This actually encouraged unreasonableness on the part of some workers as they hoped to have their cases sponsored by any one of the unions acting in rivalry. While the initiative of political parties and external leadership has been mainly responsible for the growth of the trade union movement in the past, its proper development in the future required that the training for trade union leadership should come increasingly from within. Also to promote better human relations in industry, to increase productivity and to protect the rights of workers, multiple trade unions should go. It was important that employers should avoid interference in the internal affairs of unions and that managerial decisions should be based broadly on the principles of good industrial relations and not on expediency. The speaker indicated that one way of minimising the effect of multiple unions would be to agree that on the basis of secret ballot of all the workers in a factory or on the basis of membership, the majority union should be decided upon and recognised for the purpose of negotiations and representation while the other unions would continue to function but would have no representative capacity.

Sri S.C.C. Anthony Pillai, M.P., President of the Hind Mazdoor Sabha, read a paper on "Factors inhibiting productivity". He observed that our national attitudes to adoption of new techniques in industry and to taking timely steps and measures for rehabilitation of man immediately effected should be rationalised. He suggested that the consequences flowing from the inexorable march of science and technology should be recognised and the utopian view that India's industrial developments lay through Khadi, Village and Cottage

Industries should be given up. In his view village and cottage industries were stop-gap measures for the period of transition till full employment is reached through an accelerated tempo of industrial development. Industries which could not survive should be liquidated in a planned and painless way. Work-houses should be instituted to take in men rendered surplus by technological improvements with a view to their retraining for occupations where there was a dearth of trained and skilled labour. In short, the adoption of newer techniques and technology through a preplanned organisational measure to cope with transitional unemployment was the desideratum. The Indian worker compared favourably with his compeers elsewhere given identical conditions and identical tools. Managerial efficiency, however required to be improved. It was also necessary that the employers should increasingly realise the importance of the human factor in industry. They should also plough back into industry profits earned with a view to modernisation of the plant.

Sri K. Swarup, Chief Administrative Officer, Integral Coach Factory, speaking on "Productivity-tools and techniques", stressed that a good management should be capable of a good deal of planning to get the best out of machinery and the men at their disposal. It was most important for any progressive management to develop good human relationship between itself and the workers.

Speaking of automation, Sri Swarup said that in India we had to be careful, because single purpose machines suitable for automation were more complicated and were not yet being made in India. They had hence to be obtained from abroad at a much higher price and their maintenance as seen from his own experience, was also a problem. In contrast to conditions in the west, in India we had to provide more employment to wipe off the large unemployment in the country. The problem of quality control in India was not receiving proper attention. The speaker also suggested the desirability of giving managerial posts to technicians, who had the proper aptitude. He urged on the Productivity Council to start night classes in certain select localities for the benefit of the intermediate supervisory staff to train them in productivity methods, to make them cost-minded, and also to enable them to develop better human relationship between those below them and those above them. These men were our "potential managers and leaders of to-morrow." Experience in the I.C.F. and the Railway Workshops had shown that talent existed in the supervisory staff, as well as amongst the skilled technicians and a number of good suggestions were being received from them for increasing productivity.

The paper of N.G. Bowen of Parry and Company on "Productivity in Industry" was read by Sri R.M. Mehra. Therein, Sri Bowen suggested that prizes could be awarded for good suggestions from workers in order to get their active co-operation, in increasing productivity. Stressing the need for the selection of the right man for the right job, the speaker said that they must see that the candidate selected had the aptitude for the job in hand. Fundamentally, little progress could be made until ignorance of the aims of the employer amongst the workers was dispelled, and suspicion allayed. There must also be team work between the employer and the employee.

CONFERENCE OF OFFICERS OF THE LABOUR DEPARTMENT.

After a break of three years a Conference of the Officers of the Labour and Factories Wings of the Labour Department was held from 29th June, 1960 to 2nd July, 1960. Inaugurating the conference, Sri R. Venkataraman, the Minister for Industries and Labour, observed that in view of the transfer of the administration of non-technical acts to the Labour Wing from the Factories Wing, the

Inspectors of Factories should devote more attention to the improvement of the factories administration. The Administration Report for 1958-59 disclosed an increase in the number of accidents but this was, to an extent, an index of the accelerated industrialisation going on in the State and the fact that more untrained and semi-trained people were handling machines. He desired the Factory Inspectors to carry out inspections thoroughly and ensure a sharp fall in the incidence of accidents in the year 1960-61. He also desired the Factory Inspectors to enlist the co-operation of trade unions in reducing accidents and to help to instil in them a sense of responsibility to reduce accidents. Observing that there were no well developed trade unions in small and sweated industries, he stated that minimum wages had been fixed in these industries. Officer of the department should ensure that rules and regulations were properly observed in these establishments. The state of industrial relations in Madras State compared favourably with that in other States and the Labour Officers deserved credit for this position. The Minister advised the Labour Officers to cultivate the spirit of patience and to try to achieve settlements through persuasion. In conclusion the Minister observed that the Madras State had the privilege of having covered about 95 per cent. of the insurable population under the Employee's State Insurance Scheme, that it was something of a record in the country and that it was now proposed to extend the benefit under the scheme to the families of the employees also starting first with Coimbatore and then with Madras and Madurai.

The Conference discussed questions arising out of the administration of the several labour laws. Winding up the conference on 2nd July, 1960, the Commissioner exhorted the officers of the department to give of their utmost and live up to the standards of performance expected of them during the year 1960-61.

STATE HOUSING BOARD.

The 24th meeting of the State Housing Board was held at the Secretariat 3rd May, 1960, to discuss the progress of various housing schemes in the State.

STATE EVALUATION AND IMPLEMENTATION COMMITTEE.

The second meeting of the State Evaluation and Implementation Committee was held at Ootacamund on 23-5-1960. The Commissioner of Labour was the Chairman of the Committee.

AWARDS AND AGREEMENTS

IN THE SUPREME COURT OF INDIA.

(Civil Appeal No. 169 of 1958, dated 16th October, 1959).

PRESENT :—B.P. SINHA, P.B. GAJENDRAGADKAR AND K.N. WANCHOO, JJ.

Between

Indian Hume Pipe Company, Ltd.

And

Its workmen and another.

Gratuity—Industrial Disputes Act, S. 25-F—Provisions of S. 25-F of the Act, if a bar to the framing of scheme of gratuity—Workmen who would be entitled to retrenchment compensation under the provisions of S. 25-F of the Industrial Disputes Act, if could be denied the benefit of the scheme of gratuity—Expressions “gratuity” and “retrenchment compensation”—Meaning of—Retrenchment compensation, if could be considered to be a kind of retrenchment benefit :

(It was held that gratuity is a kind of retirement benefit like provident fund and pension, the underlying principle behind it being that the workers are entitled to claim a certain amount as a retiral benefit in terms of the length of the service put in. The retrenchment compensation is intended to provide relief when a worker is thrown out of employment through no fault of his, so that he may tide over the hard period of unemployment and the gratuity entitled could be left over unused so as to be of use after the workers' retirement. Both the benefits are complementary in character and distinct in nature).

JUDGMENT.

Per Gajendragadkar, J.—Are workmen entitled to the double benefit of a gratuity scheme as well as retrenchment compensation? That is the main question which falls to be considered in the present appeal. The same question along with some other subsidiary points arises in some other appeals and so all of them have been grouped together and placed before us for disposal. We propose to deal with the main point in the present appeal and discuss the other points arising in the other appeals separately.

This appeal by special leave arises from an industrial dispute between the Indian Hume Pipe Company, Ltd., Bombay (hereinafter called the appellant), and its workmen (monthly-rated including canteen boys employed under it herein-after called the respondents). The dispute was in regard to the claim for gratuity made by the respondents and it was referred to the tribunal in these words :

“Gratuity—Employees should be paid gratuity on the scale and the conditions prescribed in the Industrial Tribunal's award in Ref. (I.T.) No. 82 of 1950, dated 13 August, 1951. It should be also paid to those whose services have been terminated by the management after the termination of the aforesaid award.”

It appears that the respondents had raised an industrial dispute in 1950 which covered their claims for scale of pay, dearness allowance, provident fund and gratuity and it was referred to the adjudication of Mr. Thakore. On this reference Mr. Thakore made his award on 13th August, 1951, which *inter alia*

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provided for a scheme of gratuity. Both the parties had gone in appeal against the said award but the Appellate Tribunal dismissed both the appeals and confirmed the award. On 2nd June, 1953, notice was given by the respondents terminating the said award and making a fresh demand for gratuity at a higher rate. Conciliation proceedings were started but they failed; and so on 1st July, 1954, the present reference was made.

Before the tribunal the employees urged that the State Government had no jurisdiction to confine their demand to the scheme of gratuity as framed by Mr. Thakore, and they urged the tribunal to consider their claim for a revision of the said scheme. The tribunal held that its jurisdiction was limited by the terms of the reference and it could not entertain any such plea; it also observed that even if it was open to the respondents to agitate for the revision of the said award there, was not much chance of their succeeding in that demand. The appellant opposed the scheme of gratuity framed by the earlier award and contended that no gratuity should be paid to the workmen who would be entitled to receive retrenchment compensation under section 25-F of the Industrial Disputes Act (hereinafter called the Act). This contention was negatived by the tribunal. It held that the respondents were entitled to claim both gratuity and retrenchment compensation. The tribunal then examined the financial position of the appellant and held that the gratuity scheme framed by the earlier award should be enforced subject to certain modifications specified by it.

This award was challenged by the appellant before the Labour Appellate Tribunal, and it was argued that the respondents were not entitled to the double benefit of the gratuity scheme and the statutory retrenchment compensation. The Appellate Tribunal agreed with the view taken by the tribunal and rejected the appellant's contention. It also examined the financial position of the appellant and held that it saw no reason to interfere with the discretion exercised by the tribunal in granting “the same gratuity to the workmen in the case of retrenchment as in other cases.” Then the Appellate Tribunal considered the merits of the scheme sanctioned by the tribunal and made some changes and added one paragraph which had been included in the earlier award but had been omitted by the tribunal. This paragraph dealt with the cases of persons retrenched after the date of reference but before the award came into operation and it directed that in the case of such persons no additional gratuity shall be paid if they have already received unemployment or retrenchment compensation in excess of the gratuity awarded above; in other cases the difference alone shall be paid. It is against this award that the present appeal has been preferred.

On the contention raised in the tribunals below, the principal point which calls for our decision is whether a scheme of gratuity can be framed by industrial tribunals for workmen who are entitled to the benefits of S. 25-F of the Act. This question has been frequently raised before industrial tribunals and has generally been answered in favour of the employees. In dealing with this question it is important to bear in mind the true character of gratuity as distinguished from retrenchment compensation. Gratuity is a kind of retirement benefit like the provident fund or pension. At one time it was treated as payment gratuitously made by the employer to his employee at his pleasure, but as a result of a long series of decisions of industrial tribunals gratuity has now come to be regarded as a legitimate claim which workmen can make and which, in a proper case, can give rise to an industrial dispute. Gratuity paid to workmen is intended to help them after retirement, whether the retirement is the result of the rules of superannuation or physical disability. The general principle underlying such gratuity schemes is that by their length of service workmen are entitled to claim a certain amount as a retiral benefit.

On the other hand, retrenchment compensation is not a retirement benefit at all. As the expression "retrenchment compensation" indicates, it is compensation paid to a workman on his retrenchment and it is intended to give him some relief and to soften the rigour of hardship which retrenchment inevitably causes. The retrenched workman is, suddenly and without his fault, thrown on the street and has to face the grim problem of unemployment. At the commencement of his employment a workman naturally expects and looks forward to security of service spread over a long period; but retrenchment destroys his hopes and expectations. The object of retrenchment compensation is to give partial protection to the retrenched employee and his family to enable them to tide over the hard period of unemployment. Thus the concept on which grant of retrenchment compensation is based is essentially different from the concept on which gratuity is founded.

It is true that a retrenched workman would, by virtue of his retrenchment, be entitled to claim retrenchment compensation in addition to gratuity; because industrial adjudication has generally taken the view that the payment of retrenchment compensation cannot affect the workman's claim for gratuity. In fact the whole object of granting retrenchment compensation is to enable the workman to keep his gratuity safe and unused so that it may be available to him after his retirement. Thus the object of granting retrenchment compensation to the employee is very different from the object which gratuity is intended to serve. That is why on principle the two schemes are not at all irreconcilable nor even inconsistent; they really complement each other; and so on considerations of social justice there is no reason why both the claims should not be treated as legitimate. The fact that they appear to constitute a double benefit does not affect their validity. That is the view which industrial tribunals have generally taken in a large number of reported decisions on this point.

Let us now refer to some of those decisions and indicate very briefly the broad outlines of the development of industrial law on this subject. Whenever industrial tribunals deal with the employees' claim for gratuity, they consider the financial position of the employer before granting the employees' demand for framing a gratuity scheme; it is only if they are satisfied that the financial condition of the employer is satisfactory and the burden of the gratuity scheme can be borne by him that they proceed to frame schemes of gratuity and thereby secure for the employees the retirement benefit in the form of gratuity. Though awards framing such schemes had been made for some years before 1951, the question of framing a gratuity scheme was carefully examined by the Labour Appellate Tribunal in the case of the *(Army and Navy Stores, Ltd., Bombay and Their Workmen)*, (1951) 2 L.L.J. 31. The scheme framed in this case directed the payment of gratuity on the following scale:

(1) On the death of an employee while in the service of the Company or on his becoming physically or mentally incapable of further service half month's salary or wages for each year of continuous service, to be paid to the disabled employee, or, if he has died, to his heirs or legal representatives or assigns.

(2) On voluntary retirement or resignation of an employee after fifteen years' continuous service half month's salary or wages for each year of continuous service.

(3) On termination of service by the company—half-month's salary or wages for each year of completed service.

Under this scheme gratuity was not, however, payable to any employee dismissed for misconduct. This scheme has been generally treated as a model scheme in all subsequent disputes about gratuity.

It also appears that the benefit of gratuity schemes has been generally given even to workmen whose services have been terminated and who have thereby become entitled to retrenchment compensation also. In *Bangalore Woollen, Cotton and Silk Mills Company, Ltd. and Binny Mills Labour Association* ((1952) 1 L.L.J. 654 at 656) the Labour Appellate Tribunal gave permission to the company to retrench 179 workmen subject to the condition that the workmen sought to be retrenched shall be paid by way of retrenchment relief a sum equivalent to one month's basic wage for every year of completed service in the company, and the basic wage on which such calculation is to be made shall be the last basic wage prior to the grant of this permission. It also made it clear that the grant of this such retrenchment relief shall not in any way tend to prejudice the issue of a gratuity scheme which was before the adjudicator, and to which the adjudicator was directed to apply an altogether independent mind unaffected by the decisions of the Labour Appellate Tribunal. It may, however, be conceded that sometimes, though rarely, tribunals have thought it fit not to grant gratuity in cases of workmen whose services have been terminated on the ground that they would be entitled to receive compensation under the Act. But it is not disputed that this dissenting note has been struck only in a few cases. (Vide *Chemical, Industrial and Pharmaceutical Laboratory, Ltd. and Their Workmen* (1955) 11 L.L.J. 355). Speaking generally, subject to the capacity of the employer to pay, workmen have been given the benefit of both retrenchment compensation and gratuity by industrial awards prior to the enactment of S. 25-F of the Act. This question was elaborately considered by the Labour Appellate Tribunal in the appeals against the award of All India Industrial Tribunal (Bank Disputes) where it has been held that the award of retrenchment compensation cannot adversely affect the claim for gratuity. The two claims are made for entirely different reasons and in a proper case both the claims can be awarded.

The measure of compensation, however, varied from case to case, and the awards made in that behalf naturally were not always uniform. But it does appear that the determination of the quantum of retrenchment compensation was generally linked with the period of the past service rendered by the retrenched workmen in *Rashitriya Mills Mazdoor Sangh and Gold Mohur Mills* ((1953) 11 L.L.J. 660) the Labour Appellate Tribunal accepted the view that the quantum of compensation payable to retrenched workmen should be calculated at the rate of ten days' basic wages plus dearness allowance for each year of service; and it also held that no maximum limit should be put on this quantum. In *the Bombay Gas Company, Ltd. and Their Workmen*, (1950 L.L.J. 150), a detailed scheme was framed for the computation of the retrenchment compensation. Those who had completed a year's service but less than three years' service got wages for 26 days with dearness allowance, and those who had completed three years of service or more got 26 days' wages with dearness allowance for each year of service subject to a maximum of 104 days' wages with dearness allowance. In *the National Industrial Works and Their Workmen*, (1950 L.L.J. 1143) a still more elaborate scheme was framed for determining the quantum of compensation. Thus it would be seen that the result of industrial decisions was that workmen were held entitled both to gratuity and compensation on retrenchment and the amount of retrenchment compensation was measured by reference to the period of service rendered by the retrenched employee. It may, however, be stated that industrial decisions on the twin topics of gratuity and retrenchment compensation were not always uniform, and sometimes they disclosed an element of uncertainty and perhaps even ambiguity in their approach.

While this was the state of industrial decisions on this point, Ordinance V was promulgated on 24th October, 1953. By S. 25-F the Ordinance prescribed conditions precedent to retrenchment of workmen. One of the conditions thus

prescribed by S. 25-F (b) was that before a workman is retrenched he must be paid, at the time of retrenchment, gratuity which shall be equivalent to fifteen days' average pay for every completed year of service or any part thereof in excess of six months. This Ordinance was followed by Act LIII of 1953 which is deemed to have come into force on 24th October, 1953. It is by this amending Act that S. 25-F has been introduced in the Act. Section 25-F (b) is in the same terms as S. 25-E (b) of the Ordinance, except that for the word "gratuity" the expression "retrenchment compensation" has been substituted. We may incidentally mention the fact that in the statement of aims and objects of the Act it was observed that—

"In regard to retrenchment the Bill provides that a workman who had been in continuous employment for not less than one year under the employer shall not be retrenched until he has been given one month's notice in writing or one month's wages in lieu of such notice, and also a gratuity calculated at fifteen days' average pay for every completed year of service or any part thereof in excess of six months".

The appellant's case is that after S. 25-F was enacted there is no longer any scope for framing gratuity schemes in addition to the statutory retrenchment compensation for retrenched employees.

In support of this contention the appellant sought to rely on the fact that both in S. 25-E (b) of the Ordinance and the statement of aims and objects of the amending Act, the word "gratuity" has been used and not retrenchment compensation. It is obvious that for construing S. 25-F the words used in the statement about the aims and objects of the Act are not relevant: and in regard to the use of the word "gratuity" in S. 25-E (b) of the Ordinance it is significant that the said word has been deliberately omitted and the words "retrenchment compensation" have been used in its place by S. 25-F. Therefore, it would not be possible to determine the character of the payment statutorily prescribed by S. 25-F by reference to the word "gratuity" used either by the Ordinance or in the statement about the aims and objects of the Act. If we have to decide the character of the payment merely by the words used in describing it, then the words used in S. 25-F are "retrenchment compensation" and not gratuity.

But, apart from the mere use of words, there can be no doubt that S. 25-F is intended to provide compensation to retrenched workmen solely on account of the difficulties which they have to face on their retrenchment. It is well known that at the time when the Ordinance was issued the problem of retrenchment had become widespread and acute and legislature thought it necessary to step in and made a statutory provision for the payment of adequate retrenchment compensation. Legislature knew that retrenchment compensation was being awarded by industrial tribunals; but it must have thought that in determining the amount of compensation the tribunals considered a variety of relevant factors with the result that there was no uniformity or certainty in the matter; and so it decided to standardize the payment of compensation by prescribing a statutory rule in that behalf. The enactment of S. 25-F thus merely standardizes the payment of retrenchment compensation and nothing more. If retrenchment compensation could be claimed by the employees in addition to gratuity prior to the enactment of S. 25-F there is no reason why a similar claim cannot be made by them subsequent to its enactment.

It is then urged that in determining the amount of compensation payable to a retrenched workman the length of his past service has been taken into account and it is pointed out that schemes of gratuity also provide for payment of gratuity on similar considerations and adopt a similar measure. As we have already pointed out, even before S. 25-F was enacted tribunals were adopting similar

methods in determining the amount of retrenchment compensation, and so the mere fact that the length of the past service of the retrenched workman is made the basis for computing retrenchment compensation cannot clothe retrenchment compensation with the character of gratuity. The claims of retrenchment compensation and gratuity proceed on different considerations and it would be impossible to hold that the grant of one excludes the claim or grant of the other.

It is true that a retrenched workman would get both the retrenchment compensation and gratuity, and in a sense, on his retrenchment he would be getting more than what other workmen with corresponding length of service would get on their retirement; but it must be remembered that the retrenched workman gets compensation because involuntarily he has been forced to face unemployment, and it is to enable him to tide over the period of unemployment that retrenchment compensation is paid to him. So, on the general contention raised before us that the employees are not entitled to claim the double benefit of gratuity and retrenchment compensation, there can be only one answer, and that is that there is no conflict between the two claims, and industrial tribunals are right in recognizing that both claims can be entertained and granted, and reasonable gratuity schemes can and should be framed even after the enactment of S. 25-F in the Act.

In this connection it would be relevant to refer to the definition of wages under S. 2 (rr) of the Act inasmuch as it excludes any gratuity payable on the termination of the employee's service. This shows that legislature was aware that gratuity can be claimed by employees and is often awarded to them. If legislature had intended that the statutory retrenchment compensation provided for by S. 25-F should affect the employee's claim for gratuity, it would have expressly made a suitable provision in that behalf. Legislature makes such provisions when it thinks necessary to do so. Section 17 of the Employees Provident Funds Act, 1952 (Act XIX of 1952) for instance, confers on the appropriate Government power to exempt, from the operation of all or any of the provisions of the scheme, establishments which have already introduced provident fund benefits which, on the whole, are not less favourable to the employees than the benefits provided under this Act. In the absence of any such provisions in the Industrial Disputes Act it would be unreasonable to hold that the mere enactment of S. 25-F either ousts the jurisdiction of industrial tribunals to entertain claims for gratuity schemes or makes it improper or unjust to frame such schemes for all employees including those who are retrenched.

So far we have dealt with the general question as it arose on the contentions of the parties; but in fairness we must add that the learned Solicitor-General conceded that he could not urge that, as matter of law, the point raised by his client should be answered in his favour. He, however, strenuously urged that in framing gratuity schemes industrial tribunals should make appropriate provision for giving gratuity to retrenched workmen on a basis different from that on which gratuity to other workmen is calculated. The argument is that since the retrenched workmen get statutory compensation on a very liberal scale they should not get gratuity at the rates fixed by the scheme for other workmen. They may and should get gratuity but at a lesser rate and on less generous terms and conditions. Indeed he suggested that we should make suitable amendments in the gratuity scheme framed by the Appellate Tribunal in that behalf. We do not think we can accede to this request. Whether or not a two fold scheme of gratuity should be framed, one applicable to retrenched workmen and the other to the rest, is a matter which may, if necessary, be raised before the Tribunal in a proper case. Besides it may be pertinent to observe that the question as presented in this form is not one of general importance, for in the present state of our economy which has received and is receiving the stimulus of national plans, our industries may not have to face the problem of retrench-

ment on an appreciable or extensive scale, but, apart from this consideration, we cannot entertain or decide the point raised by the learned Solicitor-General in an appeal under Article 136.

Before we part with this appeal, we ought to refer to another aspect of the matter which our present decision does not consider or decide. It is likely that gratuity schemes framed by consent or by awards may provide for payment of compensation to retrenched workmen either in lieu of or in addition to gratuity; in such cases the question as to whether the retrenched workmen can claim the benefit of such a scheme in addition to the retrenchment compensation under S. 25-F would depend on the construction of the material terms of the relevant scheme considered in the light of the provisions of S. 25-F of the Act.

In the present appeal we are not called upon to consider such a question. Therefore, our decision has and can have no reference to cases which would fall to be decided under S. 25-F of the Act.

In the result the appeal fails and is dismissed with costs.

IN THE SUPREME COURT OF INDIA.

(Civil Appeal No. 24 of 1959, dated 4th April, 1960.)

PRESENT :—P. B. GAJENDRAGADKAR AND K. C. DAS GUPTA, JJ.

Between

Assam Oil Company, Limited

and

Its workmen.

1. Termination of service or dismissal—Adjudication of dispute regarding—Validity, legality or propriety of the termination of services of an employee in pursuance to the terms of her contract of service, if and when could be examined by the industrial tribunal adjudicating the industrial dispute in regard to the justifiability of such termination. Form of the order terminating the services or the language used therein, if conclusive as to whether it was by way of punishment or whether it was passed in *bona fide* exercise of the power under the contract of service. Services of an employee terminated by giving one month's notice in pursuance to the terms of contract of service. Order *inter alia* stating that the work of the concerned employee did not improve and that the work was not up to the standard required. The fact of the concerned employee joining the trade union also found to have influenced partially the employer to terminate her services. The evidence on records also showing that the superior officer was thoroughly dissatisfied with the work of the concerned employee. Conclusion of the industrial tribunal that the termination was not *bona fide* and unjustified, held, correct :

(It was held that the jurisdiction of an industrial tribunal to direct reinstatement of a discharged or dismissed employee has been established in industrial case law and is no longer in dispute.

Where an employer terminates the services of an employee after a month's notice or on some other condition in accordance with the contract of employment; where the validity of such termination is challenged in industrial adjudication, it would be within the competence of the industrial tribunal to enquire whether the impugned discharge has been effected in the *bona fide* exercise of the power conferred by the contract. Where there has been *bona fide* exercise of such power, the industrial tribunal cannot interfere with the decision, but the

words used in the order of discharge and the form which it may have taken are not conclusive in the matter. The industrial tribunal would be entitled to go behind the words and the form and decide whether the discharge is a discharge *simpliciter* or not. If the *bona fide* exercise of powers are successfully challenged, then the industrial tribunal would be entitled to go into the matter fully and disturb the order of the management, if considered necessary. It was observed that just as the employer's right to exercise his option in terms of the contract has to be recognised so also the employee's right to expect security of tenure should be taken into account.

It was also held that though the normal rule in cases of wrongful or wilful dismissal will be to order reinstatement of the dismissed worker, there can be cases where adherence to this rule will not be expedient. In such cases, grant of relief by way of substantial compensation in lieu of reinstatement will be reasonable and justified).

JUDGMENT.

Per Gajendragadkar, J.—This appeal by special leave arises from an industrial dispute between the appellant, Assam Oil Company, Ltd., and the respondent, its workmen. The dispute was in regard to the termination of services of Miss P. Scott, one of the employees of the appellant. The respondent alleged that the said termination of Miss Scott's services was illegal and that was one of the points referred to the Industrial Tribunal, New Delhi, for its adjudication. The other point of dispute between the parties was in regard to the quantum and conditions of the payment of bonus for the year 1955-56 to the appellant's workmen. The industrial tribunal has directed the appellant to reinstate Miss Scott and to pay her all the back wages from the date of her dismissal until the date of her reinstatement. It has also ordered that Miss Scott be paid bonus for the two years in question as specified in the award. The direction for the payment of bonus is not challenged by the appellant, but the validity of the order asking the appellant to reinstate Miss Scott and to pay her the whole of the back-wages during the relevant period is questioned before us, and so the main point which calls for our decision is whether the appellant was justified in terminating the services of Miss Scott, and if not, whether in the circumstances of this case it would be appropriate to direct an order of reinstatement.

The appellant company is chiefly engaged in searching for and refining crude oil and it has a refinery at Digboi in Assam. At New Delhi it has a small office with three or four employees. Miss Scott was originally in the employment of Burmah-Shell, New Delhi as a lady secretary. Her services were lent to the Delhi representative of the appellant company sometime in January, 1954. In September, 1954, the appellant set up its own office at New Delhi and then offered Miss Scott direct employment on the same terms and conditions that governed her employment with Burmah-Shell. Miss Scott then resigned her service from Burmah-Shell and joined the appellant as a regular employee in October, 1954. Her appointment was subsequently confirmed on 1st September, 1955, on terms and conditions which were communicated to her and which she accepted. One of the terms was that the appointment in question may be terminated on one month's notice on either side.

During the course of her employment Miss Scott did not give satisfaction to the appellant and on many occasions she was verbally warned to improve her work and not to repeat her lapses. On 26th February, 1957, Mr. Gowan, the Delhi representative of the appellant, warned Miss Scott in writing about her lapses and added that he did not consider her work satisfactory. He told her to strive to improve her work and mend matters failing which he would have to

consider whether she was suitable to continue in the appellant's employment. On 28th February, 1957, the services of Miss Scott were terminated by Mr. Gowan and she was told that the faults pointed out to her had not been corrected and that her performance during her service had not matched up to the standard required. Miss Scott was given one month's pay in lieu of notice and she accepted it. At the time when her services were terminated Miss Scott used to receive the total remuneration of Rs. 535 per month.

On 13th March, 1957, Miss Scott made a representation to the Conciliation Officer, New Delhi, against the termination of her services and it is out of the proceedings taken by the Conciliation Officer on his representation that the present dispute ultimately came to be referred to the industrial tribunal for adjudication. The union of the appellant's workmen which sponsored her case alleged before the tribunal that the termination of Miss Scott's services was wrongful and illegal and she was entitled to reinstatement. It was urged on her behalf that no enquiry was held by the appellant before terminating Miss Scott's services and that made the impugned termination illegal and unjustified. A claim for bonus for the years 1955 and 1956 was also made on her behalf.

The appellant resisted this claim. It was urged by the appellant that the dispute was an individual dispute and as such the reference was incompetent. It was alleged that Miss Scott was not a workman under section 2 (s) of the Industrial Disputes Act, 1947 (hereinafter called the Act), and so the tribunal had no jurisdiction to deal with the dispute. On the merits the appellant's case was that it had purported to terminate the services of Miss Scott in terms of the contract after paying her one month's wages in lieu of notice, and that the industrial tribunal would not be justified in interfering with such an order.

The tribunal has held that Miss Scott was a workman under section 2 (s) and since the union had sponsored her cause the dispute was an industrial dispute under section 2 (k) of the Act. According to the tribunal the termination of Miss Scott's services in substance amounted to dismissal for misconduct, and since no enquiry had been held it was illegal and unjustified. On the merits the tribunal took the view that even if Miss Scott had been guilty of some negligence the punishment of dismissal was unduly severe. The tribunal also observed that in dismissing her Mr. Gowan was influenced by the consideration that Miss Scott had become a member of the union and that was substantially responsible for her dismissal. It is on these findings that the tribunal has passed an order of reinstatement.

In the present appeal the learned additional Solicitor-General has raised two points before us. He contends that the appellant has terminated the services of Miss Scott in pursuance of the terms of the contract and an order of discharge passed strictly according to the contract cannot be questioned before the industrial tribunal. Alternatively he argues that even if the order of discharge is found to be unjustified because no enquiry was held, the whole evidence relating to the alleged misconduct of Miss Scott has been led before the tribunal and in the light of the said evidence the order of discharge should not have been interfered with and reinstatement should not have been ordered. At the highest it may be a case for awarding compensation and no more. The other findings recorded by the tribunal against the appellant have not been challenged in the present appeal.

The wide scope of the jurisdiction of industrial tribunals is now well established. As early as 1949 it was held by the Federal Court in *Western Indian Automobile Association v. Industrial Tribunal Bombay, and others* (1949 L.L.J. 245), that the argument based upon the sanctity and the validity of contracts between the employer and the employees—

“overlooks the fact that when a dispute arises about the employment of a person at the instance of a trade union or a trade union objects to the employment of a certain person, the definition of industrial dispute would cover both those cases. In each of those cases, although the employer may be unwilling to do so, there will be jurisdiction in the tribunal to direct the employment or non employment of the person by the employer. This is the same thing as making a contract of employment when the employer is unwilling to enter into such a contract with a particular person”.

It was also observed that the industrial tribunal “can direct in the case of dismissal that an employer or employee shall have the relation of employment with the other party, although one of them is unwilling to have such relation” (p. 252).

In other words, the jurisdiction of the industrial tribunal to direct reinstatement of a discharged or dismissed employee is no longer in doubt. That being the nature and extent of the jurisdiction of the industrial tribunal, it is too late now to contend that the contractual power of the employer to discharge his employee under the terms of the contract cannot be questioned in any case.

If the contract gives the employer the power to terminate the services of his employee after a month's notice or subject to some other condition, it would be open to him to take recourse to the said term or condition and terminate the services of his employee; but when the validity of such termination is challenged in industrial adjudication it would be competent to the industrial tribunal to enquire whether the impugned discharge has been effected in the *bona fide* exercise of the power conferred by the contract. If the discharge has been ordered by the employer in *bona fide* exercise of his power, then the industrial tribunal may not interfere with it; but the words used in the order of discharge and the form which it may have taken are not conclusive in the matter and the industrial tribunal would be entitled to go behind the words and the form and decide whether the discharge is a discharge *simpliciter* or not. If it appears that the purported exercise of the power to terminate the services of the employee was in fact the result of the misconduct alleged against him, then the tribunal will be justified in dealing with the dispute on the basis that despite its appearance to the contrary the order of discharge is in effect an order of dismissal. The exercise of the power in question to be valid must always be *bona fide*. If the *bona fides* of the said exercise of power are successfully challenged, then the industrial tribunal would be entitled to interfere with the order in question. It is in this context that the industrial tribunal must consider whether the discharge is *mala fide* or whether it amounts to victimization or an unfair labour practice, or is so capricious or unreasonable as would lead to the inference that it has been passed for ulterior motives and not in *bona fide* exercise of the power conferred by the contract. In some cases the employer may disapprove of the trade union activities of his employee and may purport to discharge his services under the terms of the contract. In such cases, if it appears that the real reason and motive for discharge is the trade union activities of the employee, that would be a case where the industrial tribunal can justly hold that the discharge is unjustified and has been made *mala fide*. It may also appear in some cases that though the order of discharge is couched in words which do not impute any misconduct to the employee, in substance it is based on misconduct of which, according to the employer, the employee has been guilty; and that would make the impugned discharge a punitive dismissal. In such a case fairplay and justice require that the employee should be given a chance to explain the allegation weighing in the mind of the employer and that would necessitate a proper enquiry.

Whether or not the termination of services in a given case is the result of the *bona fide* exercise of the power conferred on the employer by the contract or whether in substance it is a punishment for alleged misconduct would always depend upon the facts and circumstances of each case. In this connection, it is important to remember that just as the employer's right to exercise his option in terms of the contract has to be recognised so is the employer's right to expect security of tenure to be taken into account. These principles have been consistently followed by industrial tribunals and we think rightly. (*Vide Buckingham and Carnatic Company Ltd. v. Workers of the Company, (1952) II L.L.J. 314*). Therefore, we are not prepared to accede to the argument urged before us by the learned Additional Solicitor-General that whenever the employer purports to terminate the services of his employee by virtue of the power conferred on him by the terms of contract, industrial tribunals cannot question its validity, propriety or legality.

In the present case there is no doubt that the order of discharge passed against Miss Scott proceeds on the basis that she was guilty of a misconduct. As we have already pointed out, Mr. Gowan communicated to her what he thought were grave defects in her work and in the letter of discharge itself the same allegations are made against her. That being so, it must be held that the discharge in the present case is punitive. It amounts to a punishment for alleged misconduct and so the tribunal was right in holding that the appellant was not justified in discharging Miss Scott without holding a proper enquiry.

It, however, appears that evidence has been led by the appellant before the tribunal in support of its case that Miss Scott was guilty of dereliction of duty on several occasions which justified her dismissal. Mr. Gowan has given evidence about the quality and standard of Miss Scott's work and he has sworn that a long series of instances of bad work and failure to carry out orders, insolence and untruthfulness had come to his notice. On one occasion the letter typed from a draft had been incorrectly typed and more than a complete paragraph had been omitted, and in addition Miss Scott told him that she had checked the letter. According to Mr. Gowan she was disobedient to him and he had occasion to warn her verbally several times in the past. It is true that Mr. Gowan has also stated that he knew that Miss Scott had become a member of the union and he thought that a person who was holding a confidential position in his office should not have become a member of the union. The evidence given by Mr. Gowan on the whole appears to be straightforward and it leads to two conclusions:

(1) that Mr. Gowan was thoroughly dissatisfied with the work of Miss Scott, and

(2) that he did not approve of Miss Scott's conduct in joining the union.

Since the latter circumstance has at least partially weighed in the mind of Mr. Gowan in terminating the services of Miss Scott, it must be held that the said termination is not justified. It would not be open to an employer to dismiss his employee solely or principally for the reason that he or she had joined a trade union. That is a fundamental right guaranteed to every citizen in this country and it would be idle for anybody to contend that the mere exercise of the said right would incur dismissal from service in private employment. Therefore, we are prepared to accept the finding of the tribunal that the dismissal of Miss Scott is not justified.

That raises the question as to whether reinstatement can be ordered in the present case. There is no doubt that the normal rule is that in cases of wrongful dismissal the dismissed employee is entitled to reinstatement; but there can be cases where it would not be expedient to follow this normal rule

and to direct reinstatement. In the present case the appellant's office is very small and Miss Scott undoubtedly occupied a position of some confidence with Mr. Gowan. The warnings given by Mr. Gowan to Miss Scott from time to time clearly bring out his dissatisfaction with her work, and if Mr. Gowan has sworn that he has lost confidence in Miss Scott it would be unfair to hold that the loss of confidence is due solely or substantially because Miss Scott joined the union of the appellant's workmen. It is no doubt true that the effect of the employer's plea that he has lost confidence in the dismissed employee cannot ordinarily be exaggerated; but in the special circumstances of this case we are inclined to hold that it would not be fair either to the employer or to the employee to direct reinstatement.

It appears that subsequent to her dismissal and in spite of it Miss Scott found employment with Parry & Co. and Nestles Products (India) Limited between 19th May, 1958 and 31st October, 1958 and 1st December, 1958 to 30th November, 1959, respectively. The first of the said two companies paid her Rs. 500 per month except for October when she was paid Rs. 525 and the latter company has paid her Rs. 500 per month except for November when her salary was Rs. 525 and for December and January when she was paid Rs. 15 per day. Besides she has received from the appellant Rs. 2,700 as subsistence allowance during the pendency of the present appeal. We are, therefore, satisfied that it would be fair and just to direct the appellant to pay a substantial amount of compensation to her. The learned Additional Solicitor-General has agreed to pay Rs. 12,500 in addition to Rs. 2,700 which have been already paid to her as subsistence allowance. We think that in the circumstances of this case the amount of Rs. 12,500 represents a fair amount of compensation on the payment of which the order of reinstatement passed by the tribunal should be set aside. We would accordingly set aside the order of reinstatement and direct that the appellant should pay to Miss Scott Rs. 12,500 as compensation. The order in respect of bonus has not been challenged and is confirmed. There will be no order as to costs.

SETTLEMENT UNDER SECTION 12 (3) OF THE INDUSTRIAL DISPUTES ACT, 1947.

Between

The Management of Sri Raja Rajeswari Bus Service, Vridhachalam, South Arcot District.

and

The Workers of Sri Raja Rajeswari Bus Service, represented by the Motor Transport and General Workers' Union, Chidambaram.

TERMS.

1. Demand Nos. 1, 16, 17 and 24: It is agreed that the following workers shall be reinstated and given employment with immediate effect.

1. T.P. Dharmalingam	Driver.
2. T.A. Abdul Azeez	do
3. A. Raju	Conductor.
4. J. H. Azeez	do
5. T. Mani	do
6. Allaboz	do
7. K. Shanmugam	do
8. Periaswamy	Agent.
9. Swamynathan	Watchman.

Sri T. P. Dharmalingam, driver and Mr. T. K. Abdul Azeez shall be paid the wages for the period of unemployment. The rest of the workers are not entitled for back wages, but they will not lose their previous service. Fitter, Sri Dhandapani will not be reinstated, but will be paid Rs. 90/- (Rupees Ninety only) as ex-gratia payment in full and final settlement of all his claims with the above company. The above amount shall be paid on or before 14th May, 1960. Sri T. C. Jaganathan shall be re-posted as Conductor on the same terms and conditions of service.

2. Demand No. 2: The Union is not pressing this issue.

3. Demand No. 3: It is agreed that Sri Subramaniam who is now working as a Store-keeper shall be paid Rs. 100 per mensem as his wages so long he continues as Store-keeper. The Employer reserves the right to transfer him either as Checking Inspector or Conductor. In that case, he will be paid the wages and batta according to the scale payable to the Checking Inspector or Conductor. The extra remuneration payable to Sri Subramaniam as a Store-keeper will be deducted when he is sent on line duty.

Demand No. 4: The Union is not pressing this issue.

Demand No. 5: It is agreed to do this as far as possible.

Demand No. 6: Two sets of Uniform shall be given to each of the running staff every year with effect from 1st January, 1960. The dresses should be supplied during the beginning of each year. The two sets for the year 1960 shall be supplied before 30th May, 1960. The Uniforms shall be made according to the measurement of each personnel.

Demand No. 7: It is agreed that the management will make sufficiently big boxes on the top of the buses to hold the Mail bags in order to avoid loss of the mail bags from the bus.

Demand No. 8: It is agreed that the cleaning charges shall be raised by As. 4/- (Annas four only) over and above the usual rate now being given.

Demand No. 9: The Union is not pressing this issue as the same was covered by a previous settlement.

Demand No. 10: It is agreed that both the drivers and conductors shall be paid the same amount of batta when they go on line, with effect from 15th May, 1960.

Demand No. 11: (i) It is agreed that the following scales of wages shall be fixed to the drivers and conductors with effect from 1st April, 1960.

(a) Drivers 45-2-55-2½-80-3-110.

(b) Conductors 35-2-45-2½-95.

The above revised wages scales be fitted as follows:

(a) If his current basic wage is below the minimum of the appropriate revised scale, it should be first raised to the minimum of the said scale.

(b) If his current basic wages is not in step in the revised appropriate scale, it should be brought to the next higher step in the scale.

(c) Each employee shall be granted one increment for 3 years of service, two increments for 6 years of service and three increments for 9 years of service and above.

(ii) Workshop workers: It is agreed that the annual increment of Rs. 2-8-0 (Rupees Two and annas eight only) shall be raised to Rs. 3 (Rupees three only) with effect from 1-4-60. The difference in the increment shall be paid with effect from 1st April, 1960;

(iii) Regarding dearness allowance the union has agreed to drop it.

(iv) It is also agreed that an house rent allowance of Rs. 5/- (Rupees five only) shall be paid to each of the workers with effect from 1st April, 1960.

Demand No. 12: The union and the management will decide the issue mutually.

Demand No. 13: It is not possible to concede this demand but it is agreed that if a member of the running staff commits any misconduct the employer shall adopt the usual procedure in punishing the offender and not to put him on shed duty as a punishment.

Demand No. 14: All workers will be made permanent if they complete 240 days service.

Demand No. 15: All workers shall be granted the following leave with wages for every calendar year.

(a) 7 days casual leave-cum sick leave.

(b) 16 days privilege leave.

(c) 7 days festival holidays as per the National Festival Holidays Act.

The privilege leave can only be availed if a worker has worked for 240 days at least in the previous year. The worker who wants to avail the leave shall give one week's notice. If the Employer is not able to grant the leave when applied for the worker shall be given the wages in lieu of leave. This leave can be accumulated for a period of 2 years.

Demand No. 18: It is agreed that Sri M. Seetharama Reddiar, Agent, shall be reposted as driver with immediate effect.

Demand No. 19: It is agreed that the suspension of 15 days imposed on Sri S. K. Pazhamalai shall be cancelled. Sri S. K. Pazhamalai, conductor, shall be put on line duty with immediate effect.

Demand No. 20: Since the duty hours are covered by a settlement under section 12 (3) of the Industrial Disputes Act this is not pressed.

Demand No. 21: It is agreed to issue service card to each of the employees with immediate effect.

Demand No. 22: The union is not pressing this issue.

Demand No. 23: This will be considered on merits at the discretion of the employer.

Demand No. 25: It is agreed that the limits of Rs. 120 for entitlement of extra batta will be raised to Rs. 140.

The question of seeking permission under section 33 to dismiss Mr. J. Mohideen was also discussed during this conciliation, even though this question does not form part and parcel of the charter of demands and the employer agreed to give employment to Mr. Mohideen with immediate effect, if Mr. J. Mohideen tenders an apology in writing for his misconduct and gives an undertaking that in future he will be liable to be dismissed for any such misconduct it repeated.

MEMORANDUM OF SETTLEMENT.

PRESENT :—SRI T. N. LAKSHMINARAYANAN, I.A.S., Commissioner of Labour,
Madras.

Names of the Parties to the dispute .. The Workers and the management of the Textile mills listed in the Annexures I and II hereto.

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MADRAS LABOUR GAZETTE.

- Representing Employers
1. Sri M. N. M. Veerabhadra Chettiar, Chairman, Southern India Mill Owners' Association, Coimbatore.
 2. Sri R. K. Kandaswami Chettiar, Vice-Chairman, Southern India Mill Owners' Association, Coimbatore.
 3. Sri D. C. Kothari.
- Representing Employees
1. Sri T. R. Ganesan, B.E., General Secretary, Tamilnad Trade Union Congress, Madras (A.I.T.U.C.).
 2. Sri R. Rengaswamy, General Secretary, Tamilnad Indian National Trade Union Congress, Madras.
 3. Sri P. S. Chinnadorai, M.L.A., President, Hind Mazdoor Sabha, Tamilnad Branch, Coimbatore.
 4. Sri P. A. Kannayya, B.A., B.L., Representing Pappanasam Labour Union and Madura Mill Labour Union, Madurai.
 5. Sri S. Doraiswamy, General Secretary, Coimbatore District Dravida Panchalai Thozhilalar Munnetra Sangam, Coimbatore.

Short Recital of the Case.—An Industrial Dispute having arisen over the implementation of the recommendations of the Central Wage Board for the Cotton Textile Industry, a settlement is reached on the following terms, as a result of the good offices of the Minister for Industries and Labour and the Commissioner of Labour, Madras.

TERMS OF SETTLEMENT.

1. An increase at the rate of Rs. 8 per month per worker shall be given to all workers in the mills listed in Annexure I with effect from 1st January, 1960. Out of the arrears payable on this account from January, 1960 to June 1960, not less than 75 per cent. shall be paid to the workers on or before 10th October, 1960 and the balance shall be paid on or before 15th November, 1960. A further increase of Rs. 2 per month per worker will be given by the said mills with effect from 1st January, 1962.
2. Out of the dearness allowance now being paid to the workers in mills covered by Annexure I, Rs. 45 will be consolidated into a fixed dearness allowance at the point of 340 in the Madras Cost of living index; and over and above this point the workers will be paid a dearness allowance at 21 nP. per point with effect from 1st June, 1960, 23 nP. per point with effect from 1st June, 1961, 24 nP. per point with effect from 1st June, 1962 and 26 nP. per point with effect from 1st January, 1963.
3. In respect of mills listed in Annexure II in addition to the wage that is being paid and would be paid in terms of any existing award or agreement or voluntary arrangement, all workers will be paid the increases of Rs. 8 and Rs. 2 mentioned in paragraph 1 above with effect from 1st January, 1960 and 1st January, 1962, respectively.
4. In addition to the dearness allowance now being paid and any increases therein as provided in the existing award or agreement or voluntary arrangement, the workers in the mills in Annexure (2) will be given an addi-

tional dearness allowance at 2.25 nP. per point over 340 of the Madras Cost of Living Index with effect from 1st June, 1960:

- 4.25 nP. per point over 340 with effect from 1st June, 1961:
- 5.25 nP. per point over 340 with effect from 1st June, 1962:
- 7.25 nP. per point over 340 with effect from 1st January, 1963.

As soon as the mills in Annexure II reach the final stage under the existing award or agreement or voluntary arrangement, Rs. 45 out of the total dearness allowance will be consolidated into a fixed dearness allowance as in the case of the mills in Annexure I.

5. The gross wages of workers will be shown under the following heads in future:—

- (i) basic wage
- (ii) Wage Board increase of Rs. 8 from 1st January, 1960 and (Rs. 2 with effect from 1st January, 1962).
- (iii) Fixed dearness allowance.
- (iv) Variable dearness allowance.

6. There have been revisions of wages in Coimbatore Textile Industry in September, 1956, by agreement. Following this, there have been similar revisions of wages in other textile centres in this State. Certain other occupations which have not been covered by the September, 1956, agreement in Coimbatore have also been covered by subsequent revisions in wages. Any increase that might have been given to the workers as a result of these and similar revisions effected by agreements, awards or voluntary arrangements shall not be adjustable against the increases due to the workers under this agreement. Also any annual increase paid or payable to the workers shall not be adjustable against the increases under this agreement.

7. *Rationalisation.*—The extent and nature of rationalisation and the programme for its implementation as well as the basis for the distribution of gains of rationalisation, based on the recommendations of the Wage Board in paragraphs 101 to 104 of its Report will be referred to Regional Bipartite committees, one for each of the three regions *viz.*, Madras, Coimbatore and Madurai. The Committees will consist of employer's and employees' representatives and will seek to bring about settlement on the above issues. In the event of disagreement, the issues in dispute will be referred to an Umpire mutually acceptable who will be common to the three Committees. He will be selected out of the panels to be submitted by the Employers' and Employees' Representatives; and if there is no agreement on the person to be appointed as Umpire, the State Government will appoint such an Umpire. The decision of the Umpire in respect of the issues referred to him shall be final and binding on the parties.

8. *Clerks.*—An increase of Rs. 10 per month will be given to all Clerks with effect from 1st January, 1960. And the arrears in this regard from 1st January, 1960 to 30th June, 1960 shall be paid in the same manner as for the workers. Regional Committees consisting of employers and employees representatives will be constituted for each of the three Regions (Madras, Madurai and Coimbatore) to decide the issues relating to the classification of clerks, the grades of pay and, their fitment into the new scales of pay. The increase of Rs. 10 per month now given will be adjusted if found necessary against the future increments in the scales into which they are fitted and against the dearness allowance prescribed for them in paragraphs 118 and 120 of the Wage Board Report. In other words, in adjusting the scales of pay and dearness allowances of the clerks and semi-clerks in accordance with paragraphs 113, 118 and 120 of the Wage Board Report, the total pay packet including

the dearness allowance paid will be taken into account. The increases will be shown in the musters in the same manner as in the case of workers.

In the event of disagreement, the issues in dispute will be referred to an Umpire who will be common to the three Committees. He will be selected out of the panel to be submitted by the employers' and employees' representatives; and if there is no agreement on the person to be appointed as Umpire, the State Government will appoint such an Umpire. The decision of the Umpire in respect of the issues referred to him shall be final and binding on the parties.

9. Any difference of opinion arising in regard to interpretations of any of the clauses of this settlement will be referred to the Commissioner of Labour, Madras, and his decision in the matter shall be final and binding on the parties.

10. This is a compromise settlement in full satisfaction of the rights and obligations of the parties arising out of the recommendations of the Central Wage Board for the Cotton Textile Industry.

Representing Employers

1. (Sd.) Sri M. N. M. Veerabadra Chettiar.
2. (Sd.) Sri R. K. Kandasami Chettiar.
3. (Sd.) Sri D. C. Kothari.

Representing Employees

1. (Sd.) Sri T. R. Ganesan.
2. (Sd.) Sri R. Rengaswamy.
3. (Sd.) Sri P. S. Chinnadorai.
4. (Sd.) Sri P. A. Kannayya.
5. (Sd.) Sri S. Doraiswamy.

BEFORE ME

(Sd.) T. Lakshminarayanan, *Commissioner of Labour Madras.*

ANNEXURE I.

- | S. No. | Name of the Mill. |
|--------|--|
| 1. | Asher Textiles Limited, Tiruppur. |
| 2. | Sri Balasubramania Mills Limited, Coimbatore. |
| 3. | The Coimbatore Cotton Mills Limited, Coimbatore. |
| 4. | The Coimbatore Pioneer Mills Limited, Coimbatore. |
| 5. | The Dhanalakshmi Mills Limited, Tiruppur. |
| 6. | The Gnanambikai Mills Limited, Coimbatore. |
| 7. | The Jayalakshmi Mills Limited, Coimbatore. |
| 8. | The Jothi Mills, Perinaickenpalayam. |
| 9. | The Kadri Mills Limited, Coimbatore. |
| 10. | Sri Kannabiran Mills Limited, Coimbatore. |
| 11. | Kothari Textile Mills Ltd., Coimbatore. |
| 12. | Kumaran Mills Ltd., Coimbatore. |
| 13. | The Lakshmi Mills Co., Ltd., Coimbatore. |
| 14. | The Palaniyandavar Mills Ltd., Udumalpet. |
| 15. | The Premier Mills (Coimbatore) Ltd., Udumalpet. |
| 16. | Radhakrishna Mills Ltd., Coimbatore. |
| 17. | Sri Ramakrishna Mills (Coimbatore) Ltd., Coimbatore. |
| 18. | The Rajalakshmi Mills Ltd., Coimbatore. |
| 19. | Sri Ramalinga Choodambikai Mills Ltd., Tiruppur. |
| 20. | Saroja Mills Ltd., Coimbatore. |
| 21. | Sivanandha Mills Ltd., Coimbatore. |
| 22. | Sri Varadaraja Textiles (P) Ltd., Coimbatore. |
| 23. | The Vasantha Mills Ltd., Coimbatore. |
| 24. | Sri Venkatesa Mills Ltd., Udumalpet. |

S. No.	Name of the Mill.
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|-----|--|
| 25. | The Vijayalakshmi Mills Ltd., Coimbatore. |
| 26. | The Balaram Varma Textiles Ltd., Sengottah. |
| 27. | The Jawahar Mills Ltd., Salem. |
| 28. | The Laxmi Mills Co., Ltd., (Branch) Kovilpatti. |
| 29. | Madura Mills Co., Ltd. Ambasamudram. |
| 30. | Madura Mills Co., Ltd. (Old & New Mills), Madurai. |
| 31. | Madura Mills Co., Ltd. (Pandyan Mill), Madurai. |
| 32. | Madura Mills Co., Ltd., Tuticorin. |
| 33. | Rajapalayam Mills Ltd., Rajapalayam. |
| 34. | Sri Rajendra Mills, Salem. |
| 35. | Soundararaja Mills Ltd., Dindigul. |
| 36. | The Trichinopoly Mills Ltd., Trichinopoly. |
| 37. | Thirumagal Mills Ltd., Gudiyattam. |

ANNEXURE II.

1. Kothari Textiles Limited (Mills No. 2) K. Vadamadurai, Coimbatore.
2. The Lakshmi Mills Co., Ltd., (Branch) Palladam.
3. The Anandakumar Mills Ltd., Coimbatore.
4. Chandra Textiles (P.) Ltd., Coimbatore.
5. D. P. F. Textiles Ltd., Coimbatore.
6. The Ramaswami & Co., Ganga Textiles, Coimbatore.
7. The Gobald Textiles Ltd., Tiruppur.
8. Sri Hari Mills Ltd., Coimbatore.
9. Krishnaveni Textiles Ltd., Coimbatore.
10. Sri Karunambikai Mills Ltd., Somanur.
11. Sri Lakshminarayana Textiles Ltd., Coimbatore.
12. The Narasimha Mills Ltd., Coimbatore.
13. Omparasakthi Mills Ltd., Coimbatore.
14. The Prakash Mills (P.) Ltd., Coimbatore.
15. The Radhika Mills Ltd., Coimbatore.
16. Ramanarayan Mills Ltd., Perinaickenpalayam.
17. Ravindra Mills Ltd., Coimbatore.
18. Sri Sakthi Textiles (P.) Ltd., Pollachi.
19. Selvaraja Mills (P.) Ltd., Coimbatore.
20. The Southern Textiles Ltd., Coimbatore.
21. Sujani Textiles Ltd., Coimbatore.
22. Suryaprabha Mills Ltd., Coimbatore.
23. Tiruppur Cotton Spinning and Weaving Mills Ltd., Tiruppur.
24. Sri Vijayeswari Textiles Ltd., Puliyampatti.
25. Indra Cotton Mills Ltd., Chrompet, Madras.
26. Sri Annamalaiar Mills P. B. 2, Dindigul.
27. Venkatesa Mills Ltd., Red-Hills, Madras.
28. Cotton Jubilee Mills, Coimbatore.
29. Coimbatore Pioneer (B) Mills, Coimbatore.
30. Rajaratna Mills, Palani.
31. Premier Mills (B), Othakalmandapam.

SETTLEMENT UNDER SECTION 18 (1) OF THE INDUSTRIAL DISPUTES ACT, 1947.

1

Between

The Management of Buckingham and Carnatic Company Limited, Madras.

and

The Workers of Buckingham and Carnatic Mills, Madras, represented by the Madras Labour Union, Madras.

TERMS.

Whereas the Madras Labour Union representing the workmen of the B. & C. Mills have suggested that in the matter of lay-off and retrenchment, workmen whose services are terminated on medical grounds and are re-employed subsequently on being found fit for duty in the Mills should be the last to be laid-off or retrenched notwithstanding the provisions of section 25-G of the Industrial Disputes Act, 1947 and the rulings given by the authorities under the said Act that the employer shall ordinarily lay-off or retrench the workmen who was the last person to be employed in that category, and

Whereas the management have accepted the suggestion made by the Madras Labour Union.

It is hereby agreed that with effect from the date of this settlement, if any lay-off or retrenchment is necessitated, workmen whose services were terminated on medical grounds and who were re-employed subsequently on being found fit for duty by the Company's Medical Board should be laid-off or retrenched after all other workmen in their category have been laid-off or retrenched.

2

Between

The Metal Box Company of India, Limited, having its registered office at 59-C, Chowringhee, Calcutta-29, represented by Mr. D.J. Algar, the Manager, Madras Branch, hereinafter called the 'Company'.

and

The Metal Box Staff Association Registered No. 2895 having its registered office at 19, Elaiya Mudali Street, being representatives of the Company's monthly rated Employees employed by the Company at Madras hereinafter called the Union.

TERMS.

I. This Memorandum of Settlement shall be deemed to be a 'Settlement' as defined in section 2 (p) of the Industrial Disputes Act, 1947.

II. The Company has agreed to introduce a gratuity scheme as per Annexure A for the benefit of the monthly rated employees.

It was agreed between the parties that the Gratuity Scheme as Annexure 'A' for the benefit of all the Monthly-rated employees should come into effect from 1st April, 1960.

III. It was agreed that effective from 1st April, 1960, the Company and the Monthly-rated employees would equally contribute 8 1/3 per cent. of their total wages towards their Provident Fund Account as against the present 6 1/4 per cent. of their total wages.

IV. Period of agreement : This agreement will come into effect from 1st April, 1960.

It is the intention of the parties that the points covered by this agreement should not be reopened at any time and shall be permanent until a change is brought about by Government legislation.

V. This agreement shall supersede and substitute all the previous agreements in respect of Provident Fund and gratuity or the Retirement Benefits Scheme.

ANNEXURE 'A'.

GRATUITY SCHEME.

On death of an employee while in service, or on his superannuation at the age of 55, or on his becoming physically or mentally unfit to continue in service (duly certified by the Factory Medical Officer) an employee, or in the case of his death, his heirs, executors, assigns or nominees, would be eligible for payment of Gratuity at the rates given below :—

Amount of Gratuity Payable.

1. In the case of death while in service of the Company or in the event of the termination of service due to physical or mental infirmity while in such service rendering an employee permanently incapable of further work and duly certified by the Company Medical Officer. One month's average salary or wages for each completed year of service put in by him upto 1st November, 1952 and half month's salary or wages for each completed year of service put in by him subsequent to 1st November, 1952, subject to a maximum of 15 months' basic salary or wages.
2. In the event of termination of service by the Company, otherwise than for reasons of misconduct after the expiration of 15 years continuous service with the company, or in the event of voluntary resignation or retirement of the employee after 15 years continuous service with the company. One month's average salary or wages for each completed year of service put in by him upto and including 1st November, 1952 and half month's salary or wages for each completed year of service put in by him subsequent to 1st November, 1952, subject to a maximum of 15 months' basic salary or wages.
Note: For employees appointed in permanent service after 1st November, 1952, one half months salary or wages for each completed year of service put in by him subject to a maximum of 15 months' basic salary or wages.
3. In the event of termination of service by the Company otherwise than for reasons of misconduct on or after the expiration of ten years continuous service with the Company but before the expiration of 15 years' continuous service with the company or in the event of voluntary resignation or retirement, on or after ten years but before 15 years' continuous service with the Company. Three-eighths of the month's average salary or wages for each completed year of continuous service upto and including 1st November, 1952, put in by him, and three-eighths of half-month's salary or wages for each completed year of service subsequent to 1st November, 1952.

4. Before the expiration of ten years continuous service with the Company or upon voluntary resignation, or in the event of retirement or voluntary resignation by the employee before the completion of 10 years service with the company.

Nil.

5. No gratuity shall be payable by the Company to an employee who is dismissed for misconduct or whose service is terminated under circumstances justifying his dismissal.

6. The average salary/wages referred to in this agreement stands for the basic salary/wages. This is the average of basic salary/wages drawn during the 12th months immediately preceding death, disability, retirement or resignation. The period of authorised unpaid leave on account of sickness or accident during this period shall be construed as the employee actually being on duty.

7. In accordance with the Indian Income-tax Act, the Company will deduct any Income-tax or Super-tax to which the Employee may be liable, and pay to the employee only the nett amount after such deduction.

8. This Scheme shall replace the existing Retirement Benefits Scheme. In instances, however, where payment under the existing Retirement Benefits Scheme is more favourable than that under the Gratuity Scheme which replaces it, the employee will continue to be paid under the Retirement Benefits Scheme.

9. Break in service according to the Standing Orders in force from time to time will entail forfeiture of all past services, provided that the management in their sole discretion, relax this Rule in deserving cases.

CURRENT LABOUR LITERATURE

The following books and publications were received during the month of May, 1960.

S. No.

Books and Publications.

1. All India Reporter, May, 1960.
2. Ceylon Labour Gazette, April, 1960.
3. Ind-Com. Journal, October-December, 1959.
4. Indian Labour Journal, April, 1960.
5. Indian Textile Industry—Statistical bulletin, January, 1960 and February, 1960.
6. Industry and Labour, 1st April, 1960 and 15th April, 1960.
7. Indian National Trade Union Congress : Souvenir-1960.
8. International Labour Conference 44, Geneva : Financial and budgetary questions.
9. International Labour Office, Geneva : Employment and conditions of work of nurses.
10. International Labour Office, Geneva : Activities of the I.L.O., 1959-60.
11. International Labour Office, Geneva : Legislative series, March, April, 1960.
12. International Labour Office, Geneva : Official bulletin, Vol. XLII, No. 2, 1959 and Vol. XLI, No. 6, 1958.
13. International Labour Review, April, 1960.
14. Labour Bureau, Ministry of Labour, Government of India ; Trade Unions, 1956-57.
15. Labour Gazette, Bombay, April, 1960.
16. Labour Law Journal, May, 1960.
17. Madras Law Journal, 5th May, 1960 and 12th May, 1960.
18. Ministry of Labour and Employment, Government of India: Labour Literature Bibliography, Vol. 4.
19. National employment service in Madras for the quarter ended on 30th September, 1959.
20. National Productivity Council, India ; Annual report 1959-60.
21. Planters' Chronicle, 1st April, 1960 and 15th April, 1960.
22. Productivity, Journal of N.P.C., April-May, 1960.
23. Trade Union Record, 5th May, 1960 and 20th May, 1960.
24. U.P. Labour decisions, October-December, 1959.

NOTIFICATIONS

Reconstitution of certain Local Committees under Employees' State Insurance (General) Regulations.

Fort St. George May 11, 1960.

S.R.O. No. A-3713 of 1960.—The following notifications of the Regional Director, Employees' State Insurance Corporation (Ministry of Labour and Employment, Government of India), Madras, dated 3rd May, 1960, are published :—

UDUMALPET AREA.

MR/CO-3(5)/55 (1).—It is hereby notified that a Local Committee consisting of the following members has been set up for Udumalpet area (where Chapters IV and V of the Employees' State Insurance Act, 1948, are in force), under regulations 10-A of the Employees' State Insurance (General) Regulations, 1950, with effect from the 28th April, 1960 :—

CHAIRMAN.

Under Regulation 10-A (1) (a).

1. District Medical Officer, Coimbatore.

MEMBERS.

Under Regulation 10-A (1) (b).

2. Labour Officer, Pollachi.

Under Regulation 10-A (1) (c).

3. Medical Officer-in-charge, State Insurance Dispensary, Udumalpet (Ex-officio).

Under Regulation 10-A (1) (d).

4. Shri D. Chandrasekharan, Manager, Premier Mills (Coimbatore), Ltd., Pulankinar R.S., Udumalpet taluk.
5. Shri K. Subbarayalu, Manager, Sri Thirumurthi Mills, Ltd., Bodipatti, Udumalpet.
6. Shri C. Chinnaswami, Manager, Palani Andavar Mills, Ltd., Udumalpet.

Under Regulation 10-A (1) (e).

7. Shri G. Kannappan, Organiser, The Coimbatore District Mill Workers' Union, Udumalpet Branch, 11, North Tank Street, Udumalpet.

8. Shri G. Thangavelu, Secretary, The National Textile Workers' Union, 255, Kanakaraajan Road, Udumalpet.

9. Shri K. N. Guruswamy, Vice-President, Coimbatore District Textile Workers' Union, Ghafarkhan Street, Udumalpet.

Under Regulation 10-A (1) (f).

10. Manager, Local Office, Employees' State Insurance Corporation, Tiruppur—Secretary.

TIRUPPUR AREA.

MR/CO-3 (5)/55 (2).—It is hereby notified that a Local Committee consisting of the following members has been set up for Tiruppur area (where Chapters IV and V of the Employees' State Insurance Act, 1948, are in force), under Regulation 10-A of the Employees' State Insurance (General) Regulations, 1950, with effect from the 28th April, 1960.

CHAIRMAN.

Under Regulation 10-A (1) (a).

1. District Medical Officer, Coimbatore.

MEMBERS.

Under Regulation 10-A (1) (b).

2. Labour Officer, Coimbatore.

Under regulation 10-A (1) (c).

3. Medical Officer-in-charge, State Insurance Dispensary, Tiruppur-I (Ex-officio).

Under Regulation 10-A (1) (d).

4. Shri R. Devarajan, Manager, Dhanalakshmi Mills, Ltd., Tiruppur.
5. Shri S. Arunachalam, Secretary, South India Hosiery Manufacturers' Association, Tiruppur.

NOTIFICATIONS.

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6. Shri K. Palanichami Naidu, Manager, Tiruppur-Karur Transport (Private), Limited, Tiruppur.

Under Regulation 10-A (1) (e).

7. Shri A. Ganapathy, Vice-President, Coimbatore District Mill Workers' Union, Tiruppur.

8. Shri R. Narayanaswamy, Assistant Secretary, Coimbatore District Textile Jobbers' Union, Tiruppur.

9. Shri G. Sundararajan, Joint Secretary, Coimbatore District Textile Workers' Union, Tiruppur.

Under Regulation 10-A (1) (f).

10. Manager, Local Office, E.S.I., Corporation, Tiruppur,—Secretary.

SALEM AREA.

MR/CO-3 (5) (3).—It is hereby notified that a Local Committee consisting of the following members has been set up for Salem area (where Chapters IV and V of the Employees' State Insurance Act, 1948, are in force), under Regulation 10-A of the Employees' State Insurance (General) Regulations, 1950, with effect from the 28th April, 1960.

CHAIRMAN.

Under Regulation 10-A (1) (a).

1. District Medical Officer, Salem.

MEMBERS.

Under Regulation 10-A (1) (b).

2. Labour Officer, Salem.

Under Regulation 10-A (1) (c).

3. Medical Officer-in-charge, State Insurance Dispensary, Salem (Ex-officio).

Under Regulation 10-A (1) (d).

4. Shri S. Krishnaswamy, B.A., Labour Welfare Officer, The Jawahar Mills, Limited, Salem-5.

5. Shri S.T. Bhat, Works Manager, National Starch Industries (Private) Limited, Suramangalam, Salem-5.

Under Regulation 10-A (1) (e).

6. Shri N. Srinivasan, C/o. National Textile Mill Workers' Union, Salem-2.

7. Shri K. Balasubramaniam, Secretary, The Magnesite Workers' Union, Suramangalam, Salem-5.

Under Regulation 10-A (1) (f).

8. Manager, Local Office, Employees' State Insurance Corporation, Salem—Secretary.

METTUR AREA.

MR/CO-3 (5)/55 (4).—It is hereby notified that a Local Committee consisting of the following members has been set up for Mettur area (where Chapters IV and V of the Employees' State Insurance Act, 1948, are in force) under Regulation 10-A of the Employees' State Insurance (General) Regulations, 1950, with effect from the 28th April, 1960.

CHAIRMAN.

Under Regulation 10-A (1) (a).

1. District Medical Officer, Salem.

MEMBERS.

Under Regulation 10-A (1) (b).

2. Labour Officer, Salem.

Under Regulation 10-A (1) (c).

3. Medical Officer-in-charge, State Insurance Dispensary, Mettur Dam (Ex-officio).

Under Regulation 10-A (1) (d).

4. Shri S. R. Narasimhan, Assistant Mills Office Controller, Mettur Industries Limited, Mettur Dam R.S.

5. Shri K. Ramanathan, B.Sc., (Eng.) Works Manager, The Mettur Chemical and Industrial Corporation, Limited, Mettur Dam R.S.

Under Regulation 10-A (1) (e).

6. Shri A. Vaithilingam, National Textile Employees' Union (Branch), Salem Camp, Mettur Dam R.S.

7. Shri D. Michael, Joint Secretary, The Mettur Chemical Workers' Union, Mettur Dam R.S.

Under Regulation 10-A (i) (f).

8. Manager, Local Office, Employees' State Insurance Corporation, Salem—Secretary.

Extension of period of declaration of Air Transport Services in Madras State as a public utility service for purposes of Industrial Disputes Act.

Fort St. George, May 19, 1960.

S.R.O. No. A-3714 of 1960.—Whereas the Air Transport Services in the State of Madras have been declared to be a public utility service for the purposes of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), for the period upto and inclusive of the 22nd June, 1960, in the Industries, Labour and Co-operation Department Notification No. 451, dated the 10th June, 1955, published at page 910 of Part I of the Fort St. George Gazette, dated the 22nd June, 1955, read with the Industries, Labour and Co-operation Department Notification S.R.O. No. A-7025 of 1959, dated the 12th November, 1959, published at page 1717 of Part I of Fort St. George Gazette, dated the 25th November, 1959.

And whereas, the Governor of Madras is of opinion that public interest requires that the said period should be extended by a further period of six months;

Now, therefore, in exercise of the powers conferred by section 2 (n) (vi) read with the proviso thereto of the said Act, the Governor of Madras hereby directs that the period so specified be extended for a further period of six months commencing on and from the 23rd June, 1960.

Authorities specified to exercise functions of Commissioner for Workmen's Compensation under Workmen's Compensation Act and Payment of Wages Act. Notification under section 48 of the Andhra Pradesh and Madras (Alteration of Boundaries) Act.

(G.O. Ms. No. 2511, Industries, Labour and Co-operation (Labour), 17th May, 1960).

S.R.O. No. A-3715 of 1960.—In exercise of the powers conferred by section 48 of the Andhra Pradesh and Madras (Alteration of Boundaries) Act, 1959 (Central Act LVI of 1959), the Governor of Madras hereby specifies the Commissioner of Labour, Madras and the Assistant Commissioner of Labour, Madras, appointed under section 20 of the Workmen's Compensation Act, 1923 (Central Act VIII of 1923), to be the Commissioners for Workmen's Compensation as Officers who shall be competent to exercise the functions exercisable by the Commissioner for Workmen's Compensation under the said Workmen's Compensation Act, 1923, in the territories specified in the Second Schedule to the first mentioned Act and under sub-section (2) of section 20 of the said Workmen's Compensation Act, 1923, the Governor of Madras further directs that the Assistant Commissioner of Labour, Madras, shall have power to dispose of all matters as are assigned to him by the Commissioner of Labour.

S.R.O. No. A-3716 of 1960.—In exercise of the powers conferred by section 48 of the Andhra Pradesh and Madras (Alteration of Boundaries) Act, 1959 (Central Act LVI of 1959), the Governor of Madras hereby specifies the Assistant Commissioner of Labour, Madras, appointed under section 15 of the Payment of Wages Act, 1936 (Central Act IV of 1936) as the authority who shall under section 15 of the said Payment of Wages Act, 1936, here and decide all claims arising out of deduction from wages or delays in payment of wages of persons employed in the territories specified in the Second Schedule to the first mentioned Act.

Commissioner of Labour Madras authorized to exercise functions of Registrar of Trade Unions appointed under Indian Trade Unions Act.

(G.O. Ms. No. 2552, Industries, Labour and Co-operation, 19th May, 1960.)

S.R.O. No. A-3717 of 1960.—In exercise of the powers conferred by section 48 of the Andhra Pradesh and Madras (Alteration of Boundaries) Act, 1959 (Central Act LVI of 1959) the Governor of Madras hereby specifies the Commissioner of Labour, Madras, as the Officer who shall be competent to exercise the functions exercisable by the Registrar of Trade Unions appointed under section 3 of the Indian Trade Unions Act, 1926 (Central Act XVI of 1926) in the territories specified in the Second Schedule to the first mentioned Act.

Exemption of all catering establishments from certain provisions of Madras Catering Establishments Act.

(G.O. Ms. No. 2553, Industries, Labour and Co-operation 20th May, 1960.)

S.R.O. No. A-3718 of 1960.—In exercise of the powers conferred by sub-section (3) of section 3 of the Madras Catering Establishments Act, 1958 (Madras Act XIII of 1958), the

Governor of Madras hereby exempts permanently all Catering establishments, where there are no employees, from all the provisions except sections 21 and 22 of the said Act.

Exemption of Cordite Factory, Aravancadu from certain provisions of Factories Act.

(G.O. Ms. No. 2506, Industries, Labour and Co-operation (Labour), 17th May, 1960.)

S.R.O. No. A-3719 of 1960.—In exercise of the powers conferred by section 5 of the Factories Act, 1948 (Central Act LXIII of 1948), the Governor of Madras hereby exempts the Cordite Factory, Aravancadu, from the provisions of sections 51, 52, 54, 55 and 56 of the said Act for a period from 1st January to 31st March, 1960, subject to the following conditions, namely:—

(1) Double wages for overtime work done beyond 9 hours per day or 48 hours per week should be paid in respect of all the workers in accordance with the provisions of section 59 of the Act.

(2) Compensatory holiday should be granted to all the workers as per the provisions of section 53 of the Act.

(3) Sufficient time, though not fixed, should be allowed to all the workers for their meals, etc., to the satisfaction of the Inspector concerned; and

(4) A complete running record of the hours worked shall be shown in forms Nos. 10 and 25-A appended to the Madras Factories Rules, 1950.

The order hereby made shall be deemed to have come into force on the 1st January, 1960.

Amendments to notification under Employees' Provident Funds Scheme.

Fort St. George, May 24, 1960.

S.R.O. No. A-3878 of 1960.—The following notification of the Government of India, Ministry of Labour and Employment, dated 29th April, 1960, is republished:—

S.O. No. 1158.—In pursuance of paragraph 4 of the Employees' Provident Funds Scheme, 1952, the Central Government hereby makes the following further amendments in the notification of the Government of India in the Ministry of Labour, No. S.R.O. 3381, dated the 2nd November, 1954, namely:—

In the said notification, for entries (4), (5), (8) and (9) the following entries shall be substituted, namely:—

"(4) Shri M. V. Arunachalam, Honorary Secretary, Madras State Board of the A.I. M.O., Swastick House, Armenian Street, Madras-1."

"(5) Shri J. R. Henshaw, Mudis Group, Mudis Post Office (via) Pollachi."

"(8) Shri K. M. Sundaram, Secretary of the Tamilnad Trade Union Congress, Madras-1."

"(9) Shri C. K. Narayanan, Secretary, Madras Labour Union, 136, Strahans Road, Madras-12."

Commissioner of Labour, Madras, specified as officer competent to exercise functions exercisable by Registrar of Trade Unions under section 3 of Indian Trade Unions Act.

Notification under section 48 of the Andhra Pradesh and Madras (Alteration of Boundaries) Act.

(G.O. Ms. No. 2552, Industries, Labour and Co-operation (Labour), 19th May, 1960.)

S.R.O. No. A-3879 of 1960.—In exercise of the powers conferred by section 48 of the Andhra Pradesh and Madras (Alteration of Boundaries) Act, 1959 (Central Act LVI of 1959) the Governor of Madras hereby specifies the Commissioner of Labour, Madras, and the officer who shall be competent to exercise the functions exercisable by the Registrar of Trade Unions, appointed under section 3 of the Indian Trade Unions Act, 1926 (Central Act XVI of 1926) in the territories specified in the Second Schedule to the first mentioned Act.

Exemption of Saranjam Karyalaya, Tiruppur, from operation of Employees' State Insurance Act except Chapter V-A.

Fort St. George, May 30, 1960.

S.R.O. No. A-3881 of 1960.—In exercise of the powers conferred by section 87 of the Employees' State Insurance Act, 1948 (Central Act XXXIV of 1948), the Governor of Madras hereby exempts from the operation of the said Act, except Chapter V-A thereof, the Saranjam Karyalaya, Tiruppur, for a period of one year from the 8th June, 1960.

Central Government entrusted to exercise functions of "appropriate Government" in respect of industrial disputes concerning Employees' State Insurance Corporation.

(G.O. Ms. No. 2698, Industries, Labour and Co-operation (Labour), 30th May, 1960.)

S.R.O. No. A-3882 of 1960.—In exercise of the powers conferred by Article 258-A of the Constitution of India, the Governor of Madras hereby entrusts to the Government of India, with their consent, the functions of the State Government as the "appropriate Government" under the Industrial Disputes Act, 1947 (Central Act XIV of 1947) in respect of industrial disputes concerning the Employees' State Insurance Corporation constituted under section 3 of the Employees' State Insurance Act, 1948 (Central Act XXXIV of 1948).

Amendment to certain paragraph of Employees' Provident Fund Scheme framed under Employees' Provident Fund Act.

Fort St. George, May 30, 1960.

S.R.O. No. A-4025 of 1960.—The following notification of the Government of India, Ministry of Labour and Employment, dated the 23rd April, 1960, is republished :—

G.S.R. 452.—In exercise of the powers conferred by sub-section (1) of section 7 of the Employees' Provident Fund Act, 1952 (XIX of 1952), the Central Government hereby direct that in paragraph 68-A of the Employees' Provident Fund Scheme, 1952 (inserted in the scheme by the amendment made by the notification of the Government of India, Ministry of Labour and Employment, No. C.S.R. 400, dated the 28th March, 1959), in the opening portion, the word 'incurred' shall be omitted.

2. The amendment hereby made shall be deemed to have come into force on the 1st day of March, 1956.

Suspension of operation of all provisions of Madras Shops and Establishments Act in respect of all stalls in Madurai Municipal Chitral Exhibition, 1960.

Fort St. George, May 30, 1960.

S.R.O. No. A-4027 of 1960.—In exercise of the powers conferred by section 52 of the Madras Shops and Establishments Act, 1947 (Madras Act XXXVI of 1947) the Governor of Madras hereby suspends the operation of all the provisions of the said Act in respect of all the stalls situated in the Madurai Municipal Chitral Exhibition, 1960, Madurai, for a further period of seven days from 30th May to 5th June, 1960 (both days inclusive).

Exemption of all Chit Fund establishments from provisions of section 13 (1) of Madras Shops and Establishments Act.

(G.O. Ms. No. 2664, Industries, Labour and Co-operation, (Labour), 27th May, 1960).

S.R.O. No. A-4028 of 1960.—In exercise of the powers conferred by section 6 of the Madras Shops and Establishments Act, 1947 (Madras Act XXXVI of 1947), the Governor of Madras hereby exempts all Chit Fund establishments from the provisions of sub-section (1) of section 13 of the said Act, subject to the condition that those establishments shall not be opened earlier than 8-00 A.M. and closed later than 11-00 P.M.

Inspectors, Inspectress and Chief Inspector of Factories appointed to Exercise powers within certain specified limits under Madras Maternity Benefit Act.

(G.O. Ms. No. 2602, Industries, Labour and Co-operation (Labour), 25th May, 1960.)

S.R.O. No. A-4172 of 1960.—In exercise of the powers conferred by sub-section (1) of section 4 of the Madras Maternity Benefit Act, 1934 (Madras Act VI of 1935), the Governor of Madras hereby appoints the Inspectors of Factories and the Inspectress of Factories specified in column (2) of the schedule below to be Inspectors for the purposes of the said Act and assigns the local limits specified in the corresponding entries in column (3) thereof as the local limits within which they shall exercise the powers of Inspectors under the said Act subject to the following conditions :—

(1) An Inspector shall not have power to add to, amend, vary or rescind any order previously passed by him but if he considers that any such action is necessary or desirable he shall report the matter to the Chief Inspector of Factories, Madras, for orders.

(2) The prescribed returns in respect of the areas specified in column (4) of the schedule shall be sent to the Inspectors specified in the corresponding entries in column 2 thereof.

THE SCHEDULE.

Number and name of circle.	Designation and headquarters.	Areas comprised in the circle.	Areas in the circle to which the prescribed notices and returns shall be sent to Inspectors.
(1)	(2)	(3)	(4)
I. Madras	Inspectors of Factories, Madras-I.	Part of Madras City (Corporation Divisions 1 to 57, 61 to 70, 91, 92, 96 and the area occupied by Fort St. George).	Part of Madras City (Corporation Division 1 to 57, 61 to 70, 91, 92, 96 and the area occupied by Fort St. George).
II. Madras	Inspectors of Factories, Madras-II.	Part of Madras City (Corporation Divisions 58 to 60, 71 to 90, 93 to 95 and 97 to 100 and whole of Chingleput district.	Part of Madras City (Corporation Divisions 58 to 60, 71 to 90, 93 to 95 and 97 to 100 and whole of Chingleput District.
III. Vellore	Inspector of Factories, Vellore.	North Arcot and South Arcot Districts.	North Arcot and South Arcot districts.
IV. Salem	Inspector of Factories, Salem.	Salem district.	Salem district.
V. Tiruchirappalli.	Inspector of Factories, Tiruchirappalli.	Tiruchirappalli and Thanjavur districts.	Tiruchirappalli and Thanjavur districts.
VI. Tiruppur	Inspector of Factories, Tiruppur.	Nilgiris district & Palnadam, Erode, Gobichettipalayam, Bhavani and Avanashtaluku of Coimbatore district.	Nilgiris district and Palladam, Erode, Gobichettipalayam, Bhavani and Avanashtaluku of Coimbatore district.
VII. Coimbatore.	Inspector of Factories, Coimbatore.	Coimbatore, Pollachi, Udumalpet, & Dharapuram taluks of Coimbatore district.	Coimbatore, Pollachi, Udumalpet & Dharapuram taluks of Coimbatore district.
VIII. Madurai	Inspector of Factories, Madurai.	Madurai district	Madurai district.
IX. Tirunelveli	Inspector of Factories, Tirunelveli.	Ramanathapuram, Tirunelveli and Kanyakumari districts.	Ramanathapuram, Tirunelveli and Kanyakumari districts.
INSPECTRESS OF FACTORIES.			
X. Coimbatore.	Inspectress of Factories, Coimbatore.	Districts of Coimbatore, Salem, Ramanathapuram, Madurai and Tirunelveli.	Districts of Coimbatore, Salem, Ramanathapuram, Madurai and Tirunelveli.

S.R.O. No. A-4173 of 1960.—In exercise of the powers conferred by sub-section (2) of section 4 of the Madras Maternity Benefit Act, 1934 (Madras Act VI of 1935), the Governor of Madras hereby appoints the Chief Inspector of Factories appointed under sub-section (2) of section 8 of the Factories Act, 1948 (Central Act LXII of 1948), to be the Chief Inspector for the purposes of the said Madras Maternity Benefit Act, 1934.

Exemption of certain factories from operation of Employees' State Insurance Act except Chapter V-A.

Fort St. George, June 7, 1960.

S.R.O. No. A-4175 of 1960.—In exercise of the powers conferred by section 87 of the Employees' State Insurance Act, 1948 (Central Act XXXIV of 1948), the Governor of Madras hereby exempts from the operation of the said Act except Chapter V-A thereof, the following factories for a period of one year from the 10th June, 1960 :—

- (1) Mettur Power-House, Mettur Dam.
- (2) Mettur Workshop, Mettur Dam.

Certain officers appointed as Inspectors under Minimum Wages Act.

(G.O. Ms. No. 2765, Industries, Labour and Co-operation (Labour) 3rd June, 1960.)

S.R.O. No. A-4209 of 1960.—In exercise of the powers conferred by sub-section (1) of section 19 of the Minimum Wages Act, 1948 (Central Act XI of 1948) and in supersession of all the previous notifications on the subject, the Governor of Madras hereby appoints the following officers to be Inspectors for the purposes of the said Act within their respective jurisdictions :—

- (1) Chief Inspector of Factories, Madras.
- (2) Inspectors of Factories.
- (3) Inspectors of Plantations.
- (4) Assistant Inspectors of Factories.
- (5) Deputy Commissioner of Labour, Madras.
- (6) Assistant Commissioner of Labour.
- (7) Inspectors of Labour.
- (8) Assistant Inspectors of Labour.

Exemption of all handloom factories organized as industrial co-operatives as a class from provisions of Employees' Provident Funds Act.

Fort St. George, June 9, 1960.

S.R.O. No. A-4214 of 1960.—The following notification of the Government of India Ministry of Labour and Employment, dated the 16th May, 1960, is republished :—

S.O. No. 1305—In exercise of the powers conferred by sub-section (2) of section 16 of the Employees' Provident Funds Act, 1952 (XIX of 1952), the Central Government hereby exempts all handloom factories organized as industrial co-operatives as a class, from the provisions of the said Act for a further period of five years from 1st January, 1960.

STATISTICAL SUPPLEMENT

1. Statement showing the details of agreements brought about by the Conciliation Officers under section 12 (3) of the Industrial Disputes Act, 1947 during the month of May, 1960.

<i>Name of the establishment.</i>	<i>Date of agreement.</i>	<i>Points of dispute.</i>	<i>Nature of settlement.</i>
(1)	(2)	(3)	(4)
1. P. S. Mohamed Thosim & Sons, Nagercoil.	16— 5—60	Refusal of work to a worker.	Agreed to pay the worker Rs. 63 in full and final settlement.
2. R. K. V. Motor and Timbers (Private) Ltd., Marthandam.	25— 5—60	Reinstatement of a worker.	Agreed to provide employment from 1st June, 1960, treating the period of unemployment as leave on loss of pay.
3. R. K. V. Motor and Timbers (Private) Ltd., Marthandam.	25— 5—60	Reinstatement of a worker.	Agreed to give work to the worker treating the period of unemployment as suspension without wages.
4. Udiipi Lunch, Madras-1.	4— 5—60	Reinstatement of certain workers.	Agreed to pay compensation to the workers in lieu of reinstatement.
5. M. S. Appaswamy Chetty & Co., Madras.	5— 5—60	Fixation of basic pay.	Agreed to grant increment of Rs. 5 to all the workers who are drawing basic pay of Rs. 50 and above and Rs. 3 to the workers who are drawing less than Rs. 50 as from 1st April, 1960, increment at the same rate is also payable on 1st April, 1961 and 1st April, 1962.
6. Chitram & Co., Madras.	15— 5—60	Enhanced Dearness allowance.	Agreed to enhance the Dearness Allowance of all the permanent workers by Rs. 2-8-0 and grant increment of Rs. 5 to the Store-keeper and Time-keeper each with effect from 1st May, 1960.
7. Rawlinson & Co., Madras.	19— 5—60	Discharge of two workers.	Agreed to pay the Compensation to the workers in full and final settlement.
8. Golden Cafe, Madras-1.	23— 5—60	Intended closure ..	Agreed to pay all the workers the retrenchment compensation as per section 25 -FFF of the Industrial Disputes

(1)	(2)	(3)	(4)
			Act, 1947, in full and final settlement. Also agreed that if the same management reopens the hotel, the workers mentioned in the agreement, shall be given first preference for employment before appointing outsiders.
9. Madras Ice Factory and Cold Storages, Madras.	25—5—60	Increment, dearness allowance, bonus, etc.	Agreed to increase the wages of each of the workers by Rs. 12-8-0 with effect from 1st April, 1960. Instituted a gratuity Scheme. One month's wages as bonus for the year 1958-59 will be paid in full and final settlement of the claim for bonus for that year. One and a half months' basic wages as bonus for the year ending 30th June, 1960, will also be paid to all the workers.
10. Star Mills, Pollachi ..	31—5—60	Non-employment of a worker and non-implementation of the award in respect of one worker.	Agreed to pay the amount as per the agreement to each of the 2 workers in full and final settlement.
11. Sri Balasubramaniam Motor Service, Tiruvannamalai.	22—5—60	Reinstatement of a worker.	Agreed to reinstate the worker without back wages.
12. Medai Hotel, Tuticorin.	4—5—60	Non-employment of a worker.	Agreed to pay the worker Rs. 60 in full and final settlement.
13. Devi Press, Tuticorin.	4—5—60	Sale of the press ..	Agreed to pay compensation to each worker as per the terms of the agreement.
14. Gomathy Mills, Viravanallur.	21—5—60	Permanency of workers, wage increase, dearness allowance, etc.	Agreed to increase the number of permanent posts for all three shifts together to 264. Fixed the wages and dearness allowance of the permanent workers. Fixed wages of the temporary workers and also the night allowance of all the workers.
15. Mehta & Co., Coimbatore.	30—5—60	Reinstatement of a worker.	Agreed to pay the worker Rs. 30 in full and final settlement of all their claims.

(1)	(2)	(3)	(4)
16. Thulasidas Mukarjee & Co., Coimbatore.	30—5—60	Non-providing of employment to Senior Workers.	Agreed to provide work in rotation to all the workers as per the seniority list.
17. Beema Vilas Coffee Hotel, Madurai.	4—5—60	Dismissal of a worker.	Agreed to pay the worker a lump sum amount of Rs. 75 in full and final settlement. Out of this amount a sum of Rs. 40 should be paid immediately and the balance on or before 1st June, 1960.
18. Sri Palaniappa, Oil & Flour Mill, Madurai.	26—5—60	Non-employment of a worker.	Agreed to pay the worker a lump sum amount of Rs. 45-50nP. in full and final settlement of all his claims.
19. Krishna Rice Mills, Ustilampatti.	4—5—60	Non-employment of a worker.	Agreed to take back the worker into service before 10th May, 1960, on his producing a letter of regret.
20. Sakthivel Cigar Factory, Dindigul.	7—5—60	Stoppage of work	Agreed that all the workers will report for work and that the management will not take any action on any worker. Ring workers will be paid piece rate at Rs. 0-1-8 for 1,000 cigars and they will do only cutting and pasting. The workers who have rolled 7 bundles on 22nd April, 1960, will be paid the minimum wages of Rs. 1-69 and for the workers who have done extra work on 26th April, 1960, will be paid extra amount at the rate fixed by the minimum wages notification.
21. K. C. Sahastra Powerloom factory, Madurai.	16—5—60	Demand for bonus.	Agreed to pay bonus of Rs. 77 to each worker who has completed one year of service during 14th April, 1950 to 13th April, 1960 and others pro-rata deducting the advance amount of Rs. 23 already given to the workers.
22. K. R. Santharam Powerloom factory, Madurai.	Do.	Do.	Do.
23. K. R. Santharam Powerloom factory, Madurai.	Do.	Do.	Do.

(1)	(2)	(3)	(4)
24. P. Chinnappan, Rice Merchant, Madurai.	31—5—60	Non-employment of a worker.	Agreed to pay the worker a sum of Rs. 6 in full and final settlement of all his claims.
25. Sultania Hotel, Madurai.	Do.	Non-employment of 8 (eight) workers.	Agreed to take back 3 workers into service without back wages, but with continuity of service. The other 5 workers will be paid compensation as per the agreement in full and final settlement.
26. *Tamilan Palni.	Achagam, 15—5—60	Dismissal of a worker.	Agreed to pay the worker a sum of Rs. 115 in addition to arrears of wages and leave wages if any in full and final settlement.
27. Jothi Iron Works, Madurai.	10—5—60	Leave wages, increment, etc.	Agreed to pay leave wages, bonus and increment due to workers.
28. K. M. Mohammed Ismail and Brothers, Tannery, Dindigul.	9—5—60	Non-employment of 3 workers.	Agreed to re-employ the 3 workers as casual labourers and pay a worker an ex-gratia amount of Rs. 5 towards bonus for the year 1959-60.
29. P. M. Rahamathullah & Co., Tannery, Dindigul (Chitrampillai Tannery, Dindigul.)	Do.	Cease of contract ..	Agreed to pay each worker a sum of Rs. 10 in full and final settlement.
30. Do.	Do.	Grievances of workers.	Agreed to employ all the workers as new workers.
31. Roja Vilas Scented Betelnut and Tobacco Factory, Dindigul.	8—5—60	Payment of retrenchment compensation.	Agreed to pay compensation to the workers as per the agreement and pay the difference in wages to a worker. Also agreed to reduce suspension period of 5 workers.
32. S. R. Venkatachala-pathi & Co., Tholilalar Scented Tobacco, Dindigul.	Do.	Payment of gratuity to the legal heir of a deceased worker.	Agreed to pay one month's wages towards gratuity in addition to leave salary and earned wages.
33. St. Mary's Press, Dindigul.	Do.	Certain claims of 3 workers.	Agreed to pay each worker a lump sum amount as per the agreement in full and final settlement.
34. The Agent, Standard Vacuum Oil, Co., Petrol Bunk, Dindigul.	Do.	Dismissal of a worker.	Agreed to pay the worker a sum of Rs. 450 in full and final settlement.

(1)	(2)	(3)	(4)
35. Sakthivel Cigar Factory, Dindigul.	7—5—60	Payment of Lay-off compensation.	Agreed to pay lay-off compensation to the workers who had offered to work on 4th August, 1959.
36. The Mahalakshmi Textile Mills, Ltd., Madurai.	4—5—60	Bonus for 1959 ..	Agreed to pay 20 per cent. of the basic earnings during the year as bonus for the year 1959. That all the permanent and temporary workers who are entitled to Provident Fund benefits and who had worked during the year 1959 shall be paid bonus. That in respect of temporary workers who are eligible for Provident Fund, one third of their total emoluments shall be taken as their basic earnings for calculating the bonus.
37. K. R. Mohanram, Power-loom Factory, Madurai.	2—5—60	Demand for bonus.	Agreed to pay a bonus of Rs. 77 to each worker who has completed one year of service during the financial year 14th April, 1959 to 13th April, 1960, deducting the advance amount of Rs. 25 already given.
38. Sri P. R. Ahamadullah & Co., Tannery, Vaniyambadi.	25—5—60	Non-employment of a worker.	Agreed to pay the worker a sum of Rs. 198 in full and final settlement.
39. P. R. Abdul Rahim & Co., 'C' Tannery, Vaniyambadi.	26—5—60	Closure ..	Agreed to pay to each of the 25 workers a sum of Rs. 17 in full and final settlement.
40. M. B. D. Motor Service, Arcot.	27—5—60	Non-employment of a conductor.	Agreed to pay the worker a sum of Rs. 350 and refund deposit amount of Rs. 100 in full and final settlement.
41. Sri Raja Rajeswari Bus Service, Vridhachalam, South Arcot District.	5—5—60	Certain demands of workers.	Agreed to reinstate the 9 workers. Out of the 9 workers, two will be paid back wages and rest of the workers service will be treated as continuous. Agreed to pay the wages of the storekeeper as Rs. 100 and if he is sent on line

(1)	(2)	(3)	(4)
			duty as a Checking Inspector, Conductor, he will be paid the usual batta. Two sets of Uniform will be given to the running staff with effect from 1st January, 1960. Fixed the scales of wages of the drivers and conductors as below. Drivers : 45-2-35-2½-80-3-110. Conductors : 35-2-45-2½-95. The annual increment of the workshop workers shall be increased to Rs. 3 from 1st April, 1960. Agreed to pay the House rent allowance of Rs. 5 to each worker. Agreed to grant 7 days casual leave-sun-sick leave 16 days privilege leave and 7 days festival holidays. Agreed to cancel the suspension order issued to workers and to give work to Sri Mohideen if he gives an apology in writing for his misconduct.
42. Sri Ramakrishna Foundry, Thirumallai.	12-5-60	Demand for bonus.	Agreed to pay half-a-month's wage as bonus in addition to the advance of bonus already paid.
43. Sri Gopalakrishna Bus Service, Kallakurichi South Arcot District.	18-5-60	Fixation of batta, gratuity, etc.	Agreed to fix the daily batta of the workers according to the route and to pay a flat rate of dearness allowance of Rs. 31 with effect from 1st May, 1960. Also agreed to pay 15 days' wages inclusive of dearness allowance as gratuity for every completed year of service.
44. A. Ameer & Co., Tannery, Chromepet, Chingleput District.	19-5-60	Non-employment of a worker.	Agreed to take back the worker into service on or before 21st May, 1960.

(1)	(2)	(3)	(4)
45. P. P. M. Chinnakani Nadar & Bros., Tannery, Chromepet, Chingleput District.	20-5-60	Discharge of a worker.	Agreed to take back the worker into service on or before 23rd May, 1960.
46. Morarji Ranchoddas Cotton Waste Merchant and Exporter, Madras-1.	..	Reinstatement of certain workers; wage increase.	Agreed to take back all the workers into service and pay the woman workers Rs. 0.87 nP. per day from 27th May, 1960.
47. Corborandum Universal Ltd., Madras-19.	26-5-60	Wage structure and fitment.	All cases where the fitment and the present time-scale of wages are disputed are to be brought to the notice of the management for discussion and settlement. The management will continue the present system of payment of Dearness allowance. If after working the system for 6 months a short payment found in the total Dearness allowance paid to any worker will be made good by the management.
48. Srinivas & Co., Poonderi Shop Tannery, Madhavaram, Madras-1.	28-5-60	Discharge of a worker.	Agreed to pay the worker Rs. 160 in addition to bonus, leave salary and other mamool payments in full and final settlement.
49. M. K. Mohammad Ibrahim Jainulladeen, Tannery, Chromepet.	30-5-60	Non-employment of 7 workers.	Agreed to allow the 7 workers to resume work from 31st May, 1960.
50. Sri S. Krishnaswamy Pillai, Contractor, Mettur Chemical and Industrial Corporation Ltd., Mettur Dam.	31-5-60	Reinstatement of workers.	Agreed to reinstate the workers and grant festival holidays with wages.
51. M. S. R. Naidu & Co., Burmah Shell Agency Sankaridrug.	25-5-60	Retrenchment of a driver.	Agreement to pay the worker a sum of Rs. 200 in full and final settlement.
52. Sri Ranga Vilas Motors (Private) Ltd., Krishnagiri.	26-5-60	Reinstatement of a worker.	Agreed to reinstate the worker paying him a month's wages for the unemployed period.
53. Gundur Estate, Yercaud.	27-5-60	Bonus for 1957-58 and 1958-59.	Agreed to pay bonus to 4 workers as fixed in the settlement.
54. Kwaliti Restaurant, Madras-2.	5-5-60	Increase in wages, rest house, etc.	Agreed to increase the wages with effect from 1st May, 1960, as detailed below :

(1)	(2)	(3)	(4)
		Rs. 30 and less. Between Rs. 30 & Rs. 50. Between Rs. 50 and Rs. 100. Above Rs. 100.	Rs. 5. Rs. 3. Rs. 4. Rs. 5.
			The question of providing houses to the workers who require accommodation will be considered. The question of bonus will be taken up for conciliation when the balance-sheet is ready.
55. Madras Standard Engineering Works, Madras.	16—5—60	Additional bonus for 1957-58 and 1958-59.	Agreed to pay an additional bonus of half a month's wage for each of the years 1957-58 and 1958-59.
56. Daily Thanthi, Madras-2.	18—5—60	Fixation of scales of wages and classification.	Sri K. Natarajan, Sri S. Jagadeesan and Sri R. Thiruvadai shall be given the status and salary pertaining to Sub-editor (Group III). Sri V. V. Tirupathi and V. B. R. Prasad shall be given the status and salary pertaining to Reporters. Sri K. Kamaludeen, photographer shall be recognised as a Working Journalist and shall be placed in Group III of working Journalist. All working Journalists shall be paid basic pay and Dearness allowance in accordance with scales applicable to E. class dailies as and from 29th May, 1959, until reclassification provided for in para. 21 of the Recommendation of the Wage Committee constituted under the Working Journalists (Fixation of Rates of Wages) Act, 1958.
57. Chesney Hall, Egmore, Madras.	18—5—60	Wage increase, Dearness allowance increase, Gratuity.	Agreed to increase the wages and Dearness allowance of each of the workers by Rs. 5 respectively and to institute a gratuity scheme.

(1)	(2)	(3)	(4)
58. Ratna Cafe, Madras-5.	18—5—60	Wage increase, leave facilities, etc.	Agreed to increase the wages as laid down in the agreement and to make permanent the workers who have completed six months of service. 15 days privilege leave with basic wages and food allowance at Rs. 1-50 shall be granted every year. 7 days festival holidays will be also be granted every year.
59. W. Pattinson Automobile Engineer, Madras.	23—5—60	Demand for bonus.	Agreed to grant 20 days' wages as bonus for the year 1957-58 and 1958-59.
60. Asian Printers, Madras-5.	25—5—60	Alleged stoppage of work.	Agreed to by both the parties that work will be resumed from 26-5-1960. The reason for the stoppage of work will be investigated and if the responsibility is on the part of the management the 2 days' wages for the stoppage period will be paid to workers and the responsibility is on the part of the workers, 2 days wages will be deducted.
61. Ganga Textiles, Coimbatore.	3—5—60	Suspension of a worker.	Agreed to cancel the suspension order issued to the worker and to allot duty in any shift.
62. Kashturi Mills, Ltd., Coimbatore.	12—5—60	Promotion to a worker.	Agreed to promote the worker as Grade V clerk, but he is not eligible for any other promotion.
63. Do.	12—5—60	Fixation of increment etc., to Sri S. Govindarajan.	Agreed to work out the increment etc., as per the award and give effect from 1-4-'47. The arrears of increment will be worked out at award rate upto 31-12-'58 and thereafter from 1-1-'59, he will be placed at the due stage in the scales of pay as per the award as in Annexure I of the agreement and will be paid 50% of the amount so worked out due by way of arrears. His salary from 1-1-'59 and

(1)	(2)	(3)	(4)
64. Tuticorin Spinning Mills Ltd., Tuticorin.	23-5-60	Production bonus to spinners, refund of fine, etc.	the grade in which he has been placed indicated in the Annexure have been accepted. Agreed to pay production bonus, to spinners, attending to 36's at the rates fixed in the agreement with effect from 1-2-60. Agreed to refund a sum of annas 12 to each of the workmen from whom the collective fine of Re. 1/- was imposed in January, 1960. Also agreed to distribute in rotation the work relating to hand-reeling on waste cops to such of the 13 hand-reelers referred to in the agreement dated 1-12-59 who are within the age of 55 and who offer for work.

2. Statement showing Bipartite settlements under section 18 (1) of the Industrial Disputes Act, 1947.

Sl. No.	Name of concern.	Date of agreement.	No. of workers involved.	Important terms of settlement.
(1)	(2)	(3)	(4)	
1. The Neelamalai Tea and Coffee Estate, Ltd., Nilgiris.	22-4-60	70		The management agreed to pay additional bonus for each of the years from 1953-54 to 1958-1959 in full and final settlement of bonus dispute.
2. Madura Mills Co., Ltd., Ambasamudram.	15-4-60	Not furnished	..	Doffer allocation based on spindles doffs will be calculated according to doffing maistries side instead of Masistries side.
3. Nadar Bank Ltd., Tuticorin.	20-4-60			Agreed to pay to a discharged worker a sum of Rs. 3112.52 nP. in full and final settlements.

(1)	(2)	(3)	(4)
4. Madura Mills Co., Ltd., Ambasamudram.	23-4-60	Not furnished	.. Fixed the number of workers to work in steam Mills Mixing room per shift and also in water Mill ring framed department.
5. Madura Mills Col, Ltd., Ambasamudram.	29-4-60	Do.	Do.
6. Madura Mills Co., Ltd., Tuticorin.	14-5-60	29	Out of the 29 watchmen it has been agreed to make permanent the 19 workers and pay them the basic pay of Rs. 30/- P.M. plus D.A. computed at 3 As. per point rise over 100 points of the Madras City cost of living index. The other 7 workers will be retired from service and they will be paid gratuity amount. The remaining 3 workers will remain as substitutes.
7. Shunmugar Mills, Rajapalayam.	17-5-60	Not furnished	Fixed the basic wages, D.A. and work-load of the workers employed in the Mills.
8. Madura Mills Co., Ltd., Tuticorin.	18-5-60	55	Abolished the relievers amongst spinners. As a matter of friendly gesture and goodwill the management agree to pay those persons who were permanent relievers amongst spinners and who have now gone as spinners on frames an ad-hoc payment as mentioned in the annexure to the agreement.
9. Sri Karpagambal Mills Ltd., Rajapalayam.	30-4-60	Not furnished	.. Agreed to change the paid holiday from Adi 18 to 3rd May.
10. South Indian Printing & Dyeing Factory, Erode.	10-5-60	5 workers.	.. Agreed to pay the 5 workers each a lump sum amount as per the agreement in full and final settlement.

3. Statement showing the list of Industrial Disputes referred for adjudication to the Industrial Tribunal, Madras and the Labour Courts, published in the Fort St. George Gazette during the month of May, 1960.

Name of the concern in which the dispute has arisen.	Issues.	G.O. No. and date of reference.
(1)	(2)	(3)
Industrial Tribunal, Madras.		
Madras District.—		
1. Andhra Patrika, Madras.	Introduction of a Gratuity Scheme.	G.O. Ms. No. 1992, Industries, Labour and Co-operation (Labour), dated 12th April, 1960.
Tiruchi District.—		
2. Certain Cigar Factories, Tiruchi (Annexure I to the G.O.)	Fixation of quantum of Bonus for the year 1957-58.	G.O. Ms. No. 2107, I.L. & C., (Labour), dt., 20th April, 1960.
(I) Labour Court, Coimbatore.		
Coimbatore District.—		
3. Subhashini Press, Coimbatore.	1. Whether the non-employment of P. Dharmalingam, Assistant Machine man is justified and to what relief he is entitled? 2. To compute the relief, if any awarded in terms of money, if it can be so computed.	G.O. Ms. No. 2043, I.L. & C., (Labour), dt., 6th April, 1960.
Erratum.		
4. Srikundra Estate, Valparai.	In the notification published in S.R.O. No. A-2690 of 1960, dated 5th April, 1960, at page 664 of Part I of the Fort St. George Gazette, dated 27th April, 1960, for the words "plucking worker" occurring in item (1) of the annexure to the order the words "plucking writer" shall be substituted.	
Nilgiris District.—		
5. Hadumanthai Estate, Kilkotagiri P.O.	1. Whether the non-employment of five workers mentioned in the annexure to the G.O. is justified, and to what relief they are entitled? 2. To compute the relief if any awarded in terms of money, if it can be so computed.	G.O. Ms. No. 2044, I.L. & C., (Labour), dt., 16th April, 1960.
6. Upper Thaimalai Estate, Kullakumby, P.O.	1. Whether the twenty three workers mentioned in Annexure to the G.O. were refused employment for the period 5th to 11th March, 1960 and to what relief they are entitled? 2. To compute the relief, if any awarded in terms of money if it can be so computed.	G.O. Ms. No. 2254, I.L. & C., (Labour), dt., 29th April, 1960.
Salem District.—		
7. Sri Thambi Motor Service, Salem.	Fixation of rate of increment to workers according to the service weightage.	G.O. Ms. No. 2015, I.L. & C., (Labour), dt., 14th April, 1960.

(1)	(2)	(3)
8. Madras Vijaya Cafe, Salem.	1. Whether the stoppage of business by the management of Madras Vijaya Cafe, Salem, with effect from 5th October, 1959, is a closure of business or a reprisal lock-out and to what relief the four workers mentioned in the Annexure to the G.O. are entitled.	G.O. Ms. No. 2069, I.L. & C., (Labour), dt., 18th April, 1960.
Labour Court, Madurai.		
Tirunelveli District.—		
9. St. Joseph Match Factory, Kalugumalai.	1. Whether the non-employment of the three workmen mentioned in the annexure to the G.O. is justified and to what relief they are entitled? 2. To compute the relief if any awarded in terms of money, if it can be so computed.	G.O. Ms. No. 2053, I.L. & C., (Labour), dt., 18th April, 1960.
Tiruchi District.—		
10. Jayalakshmi Bhavan, Pudukkottai.	1. Whether the closure of Jayalakshmi Bhavan, Pudukkottai, on 6th March, 1960, is a real closure of business or a reprisal lock-out and to what relief the affected workers are entitled? 2. Whether the non-employment of the eight workers mentioned in the annexure to the G.O. is justified and to what relief they are entitled? 3. To compute the relief, if any, awarded in terms of money if it can be so computed.	G.O. Ms. No. 2194, I.L. & C., (Labour), dt., 26th April, 1960.
11. Raja Industrials, Palakkarai, Tiruchirappalli.	1. Fixation of scales of wages to various categories of workmen and fitment of the existing workmen in the scales of wages. 2. Fixation of rates of dearness allowance. 3. Whether the non-employment of Santhanakrishnan is justified and to what relief he is entitled? 4. To compute the relief, if any, awarded in terms of money if it can be so computed.	G.O. Ms. No. 2247, I.L. & C., (Labour), dt., 28th April, 1960.
Kanyakumari District.—		
12. M. N. F. Bus and Lorry Transport, Nagercoil.	1. Whether the non-employment of the three drivers mentioned in the annexure to the G.O. is justified and to what relief they are entitled? 2. To compute the relief, if any, awarded in terms of money, if it can be so computed.	G.O. Ms. No. 2159, I.L. & C., (Labour), dt., 25th April, 1960.
Tiruchi District.—		
13. Air Ceylon Limited, Tiruchirappalli.	1. Whether the non-employment of Sri A. F. Raju is justified and to what relief he is entitled? 2. To compute the relief, if any, awarded in terms of money if it can be so computed.	G.O. Ms. No. 2347, I.L. & C., (Labour), dt., 5th May, 1960.

(1)	(2)	(3)
Labour Court, Madras.		
<i>Madras District.</i>		
14. India Steamship Co., Ltd., Madras.	1. Whether the non-employment of Sri T. M. Ramanujachari, P.R. Raju and T. K. Padmanabhan is justified and to what relief they are entitled? 2. To compute the relief if any, awarded in terms of money, if it can be so computed.	G.O. Ms. No. 2193, I.L. & C., (Labour), dt., 26th April, 1960.
15. Allies Chinese Restaurant, Madras.	1. Whether the non-employment of K. Ponnuswamy is justified and to what relief he is entitled? 2. To compute the relief, if any, awarded in terms of money, if it can be so computed.	G.O. Ms. No. 2293, I.L. & C., (Labour), dt., 27th April, 1960.
16. B. N. Press, Madras.	Fixation of quantum of bonus for the year 1958-59.	G.O. Ms. No. 2294, I.L. & C., (Labour), dt., 27th April, 1960.
17. National Art Press, Madras.	1. Whether the non-employment of M. Dakshinamoorthy is justified and to what relief he is entitled? 2. To compute the relief, if any, awarded, in terms of money, if it can be so computed.	G.O. Ms. No. 2034, I.L. & C., (Labour), dt., 16th April, 1960.
18. Salem Baling Press, Madras.	1. Whether the non-employment of the six workers mentioned in the annexure to the G.O. is justified and to what relief the workers are entitled. 2. To compute the relief, if any, awarded in terms of money if it can be so computed?	G.O. Ms. No. 1991, I.L. & C., (Labour), dt., 12th April, 1960.
19. Nuri Press, Madras.	Whether the non-employment of K. Venkatesan, D. Stephan, P. Palani and Meeran is justified and to what relief they are entitled?	G.O. Ms. No. 2358, I.L. & C., (Labour), dt., 5th May, 1960.
4. Statement showing the list of awards of the Industrial Tribunals, and the Labour Courts published in the supplement to Part I of the Fort St. George Gazette, during the month of May, 1960.		

Name of the concern.	Page and date of Gazette.	G.O. No. and date in which the award is published.
(1)	(2)	(3)
Industrial Tribunal, Madras.		
Coimbatore District.		
1. United Bleachers (P.) Ltd., Mettupalayam.	9-10 4-5-60	G.O. Ms. No. 2131, Industries Labour and Co-operation (Labour) dt., 22-4-1960.
2. Pachamalai Estate Valparai P.O.	12-15 25-5-60	G.O. Ms. No. 2435, I.L. & C., dt., 12-5-1960.

(1)	(2)	(3)
Madras District.		
3. Daily Thanthi, Madras-2	25-27 11-5-60	G.O. Ms. No. 2232, I.L. & C., (Labour), dt., 27-4-1960.
4. Sri Ganesa Engineering Works, Madras-21.	6 18-5-60	G.O.R. No. 799, I.L. & C., dt., 3-5-1960.
5. Andhra Pathrika, Madras	15 25-5-60	G.O. Ms. No. 899, I.L. & C., (Labour), dt., 19-5-1960.
Salem District.		
6. R. P. David & Co., Salem	5 18-5-60	G.O.R. No. 865, I.L. & C., (Labour), dt., 11-5-1960.
Madurai District.		
7. Sree Meenakshi Mills, Ltd., Madurai.	12-13 4-5-60	G.O. Ms. No. 2188, I.L. & C., (Labour), dt., 25-4-1960.
Kanyakumari District.		
8. Pioneer Motors (P.) Ltd., Nagercoil.	11-12 4-5-60	G.O. Ms. No. 2152, I.L. & C., (Labour), dt., 22-4-1960.
(b) Labour Courts.		
Coimbatore District.		
9. Krishna Mills (P.) Ltd., Coimbatore.	2-3 4-5-60	G.O. Ms. No. 708, I.L. & C., (Labour), dt., 27-4-1960.
10. Nallacathu Estate, Valparai P.O.	12-13 11-5-60	G.O.R. No. 753, I.L. & C., dt., 27-4-1960.
11. Rani Knitting Co., Tiruppur	1-2 25-5-60	G.O. Ms. No. 819, I.L. & C., (Labour), dt., 5-5-1960.
12. Tiruppur Cotton, Spinning and Weaving Mills Ltd., Tiruppur.	3-5 18-5-60	G.O. Ms. No. 2424, I.L. & C., dt., 11-5-1960.
13. India Hume Pipe Co., Ltd., Coimbatore.	4 25-5-60	G.O.R. No. 888, I.L. & C., (Labour), dt., 19-5-1960.
14. Iyerpadi Estate, Iyerpadi P.O...	2-4 25-5-60	G.O. Ms. No. 4646, I.L. & C., at 9-12-1959.
Chingleput District.		
15. Sri Rama Machinery Corporation (P.) Ltd., Thiruvottiyur, Madras-19.	1-9 11-5-60	G.O. Ms. No. 2182, I.L. & C., (Labour), dt., 25-4-1960.
16. Palar Mills Ltd., Walajabad	1-2 25-5-60	G.O. Ms. No. 867, I.L. & C., (Labour), dt., 11-5-1960.
Madras District.		
17. Governor Beedi Factory, Madras.	2 4-5-60	G.O.R. No. 703, I.L. & C., (Labour), dt., 21-4-1960.
18. Chemical and Pharmaceutical Enterprises, Madras.	3-4 4-5-60	G.O.R. No. 721, I.L. & C., (Labour), dt., 22-4-1960.
19. C. Gopal Nayagar & Sons, Basin Foundry, Madras-21.	19-21 11-5-60	G.O. Ms. No. 2258, I.L. & C., (Labour), dt., 29-4-1960.
20. East Asiatic Co., (India) (P.) Ltd., Madras-1.	9-12 11-5-60	G.O. Ms. No. 2209, I.L. & C., (Labour), dt., 26-4-1960.
21. Golden Cine Studios, (P.) Ltd., Madras-26.	16-18 11-5-60	G.O. Ms. No. 2257, I.L. & C., (Labour), dt., 29-4-1960.
22. Kubler's Tailors, Madras-2.	21-25 11-5-60	G.O. Ms. No. 2259, I.L. & C., (Labour), dt., 29-4-1960.

(1)	(2)	(3)
23. P. V. Chinnappa Naicker, Iron Works, Madras-3.	13-16 11-5-60	G.O. Ms. No. 2221, I.L. & C., (Labour), dt., 27-4-1960.
24. Geetha Coffee Centre, Madras..	2-3 18-5-60	G.O.R. No. 846, I.L. & C., dt., 7-5-1960.
25. McDwell & Co., Ltd., Madras-1.	2 18-5-60	G.O.R. No. 845, I.L. & C., dt., 7-5-1960.
26. Hotel Dhasaprakash, Madras ..	12 25-5-60	* G.O.R. No. 917, I.L. & C., dt., 18-5-1960.
27. Mysore Fertilizer Co., Madras ..	9-10 25-5-60	G.O. Ms. No. 2492, I.L. & C., dt., 16-5-1960.
28. Model Lodge, Madras ..	9 25-5-60	G.O.R. No. 909, I.L. & C., dt., 16-5-1960.
29. Swamy's Cafe, Madras ..	11-12 25-5-60	G.O. Ms. No. 2505, I.L. & C., (Labour), dt., 17-5-1960.
Madurai District.		
30. Balasubramanian's Textiles, Madurai.	7 25-5-60	G.O.R. No. 894, I.L. & C., dt., 13-5-1960.
31. Truthful Co., Madurai ..	7-8 25-5-60	G.O.R. No. 895, I.L. & C., dt., 13-5-1960.
Salem District.		
32. Sri Venkatesa Lodge, Salem ..	7-8 4-5-60	G.O. Ms. No. 2153, I.L. & C., (Labour), dt., 22-4-1960.
33. Sundaram Spinning Mills, Komarpalayam, Salem.	2-5 4-5-60	G.O. Ms. No. 2149, I.L. & C., (Labour), dt., 22-4-1960.
Tiruchy District.		
34. Bombay Anand Bhavan Pudukkottai.	1-2 4-5-60	G.O. Ms. No. 688, I.L. & C., dt., 19-4-1960.
35. Imperial Press, Tiruchy ..	6-7 25-5-60	G.O.R. No. 892, I.L. & C. dt., 13-5-1960.
36. Pasupathy Ghee Stores, Malavasal, Tiruchy	8 25-5-60	G.O. Ms. No. 902, I.L. & C., (Labour), dt., 14-5-60
37. Rajeswari Vilas Hotel, Woraiyur, Tiruchi.	5 25-5-60	G.O.R. No. 890, I.L. & C. dt., 13-5-60.
38. Ramesh Bhavan, Pudukkottai ..	5-6 25-5-60	G.O.R. No. 891, I.L. & C., dt., 13-5-60.
Nilgiris District.		
39. Ganesh Talkies, Coonoor ..	5-7 4-5-60	G.O. Ms. No. 2151, I.L. & C., dt., 22-4-60.
40. Hardathorai Estate, Kotagiri P.O.	8-9 4-5-60	G.O. Ms. No. 2187, I.L. & C., dt., 25-4-60.

NOTE.—* Denotes the awards under section 33 (A) of the Industrial Disputes Act, 1947.

6. Statement showing the closures and stoppages of work in factories and Mills for reasons other than strikes and lock-outs in the State of Madras for the month of May, 1960.

Serial No.	Name of the Concern.	Industry.	No. of workers involved.	Closures.		Cause.	Compensation, paid to workers.
				Began.	Ended.		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	The General and Industrial Leather (P.) Ltd., Thiruvottiyur.	Leather	34	12-4-60	..	To shift the same factory to Chromepet	Compensation paid to 34 workers.
2.	Stannore Estate Tea Factory, Valparai P.O., Pollachi Taluk.	Tea	72	16-5-60	24-5-60	For shifting machinery in the shifting department.	Alternative work given for all the 72 workers in the field.
3.	Golden Cafe, Madras	Hotel	11	20-5-60	..	Due to loss	Settled before the Labour Officer.
4.	K. M. Restaurant, Madras	Do.	8	1-5-60	..	Causes not known.	Pending conciliation.
5.	Hotel Maratta, Madras	Do.	20	Not known.	..	Heavy loss in business.	Do.
6.	Bombay Ananda Bhavan, Pudukkottai.	Do.	All workers.	28-5-60	..	Proprietor decided to go to Gujarat.	..
7.	Selvaraja Knitting Co., Tiruppur	Cotton	19	11-5-60	..	On the plea that hosiery manufacture is not profitable due to increase in yarn price and in the price of their raw materials.	..
8.	Pudukkottah Textiles Mills, Ltd., Namasamudram	Textile	..	Not known	25-5-60	Due to fire accident.	..

7. Particulars of complaints received, and investigated and settled by Labour Officers in the State of Madras during the month of May, 1960.

Sl. No.	Labour Officers.	(2)	Wages and allowances.	(3)	Bonus.	(4)	Personnel (dismissal and suspension).	(5)	Retrenchment.	(6)	Leave and hours of work.	(7)	Others (not classifiable).	(8)	Causes not known.	(9)	Total.	(10)	Complaints investigated and settled.	(11)
(1)																				
1.	Coimbatore I		16		..	2	16		..	1	2	34	..	..	..	..	68	68	68	68
2.	Coimbatore-II		3		..	..	14		..	1	..	14	..	..	..	..	34	34	34	34
3.	Coonoor		..		3	..	9		1	..	..	53	..	..	..	..	66	66	66	66
4.	Madras-I		..		5	..	68		3	..	..	50	..	..	..	..	113	113	113	113
5.	Madras-II		22		6	..	20		..	..	..	..	..	..	..	..	40	40	40	40
6.	Madras-III		9		3	..	17		..	..	..	5	..	..	..	..	36	36	36	36
7.	Madurai		10		6	..	56		1	..	1	33	..	..	..	..	107	107	107	107
8.	Nagercoil		10		1	..	9		..	..	2	9	..	..	..	..	30	30	30	30
9.	Pollachi		12		2	..	24		..	1	2	21	..	..	..	..	62	62	62	62
10.	Salem		8		1	..	36		..	..	1	20	..	..	..	..	29	29	29	29
11.	Tiruchi		3		3	..	2		12	..	1	8	..	..	..	..	50	50	50	50
12.	Tirunelveli		6		3	..	5		23	..	5	14	..	..	..	..	34	34	34	34
13.	Vellore		3		1	..	11		3	..	2	..	..	..	..	..	..	..	..	..
	Total	..	112		56		282		45		23	269		..	..		767	767	767	767

8. Industrial Employment (Standing Orders) Act, 1946.

Statement showing the number of Standing Orders certified during the month of May, 1960.

Number of Standing Orders certified as on 1st May, 1960	..	878
Number of Standing Orders certified during the month of May, 1960..		27
Total ..		905

Number of amendments to the Standing Orders certified during the month of May, 1960

NIL

9. Workmen's Compensation Act, 1923.

Statement of accidents reported and amounts of compensation paid for the month of May, 1960.

Number of accident resulted on.		* Amount of compensation paid under each head.
(a) Death	23 ..	Rs. 23,550
(b) Permanent disablement	7 ..	Rs. 1,650
(c) Temporary disablement	18 ..	..
Total ..		Rs. 25,200

* Represents only the amount deposited under section 8 (1) and 8 (2) of the Workmen's Compensation Act.

10. Workmen's Compensation Act, 1923.

Statement showing the number of cases filed and disposed of during the period from 1st May, 1960 to 31st May, 1960.

Nature of the cases.	Number previously pending.	Number received.	Total.	Number disposed of.	Balance.
(1)	(2)	(3)	(4)	(5)	(6)
1. Application under section 10 :					
(a) Fatal ..	62	6	68	1	67
(b) Non-fatal ..					
(i) Permanent disablement ..	53	9	62	3	59
(ii) Temporary disablement ..	3	1	4	1	3
2. Deposit under section 8 (1) :					
(a) Fatal ..	78	15	93	11	82
(b) Persons under legal disability ..	3	..	3	..	3
3. Deposit under section 8 (2) :	5	6	11	3	8

(1)	(2)	(3)	(4)	(5)	(6)
4. Memorandum of agreement :					
(a) Permanent disablement ..	45	12	57	24	33
(b) Temporary disablement ..	1	4	5	..	5
5. Recovery under section 31 ..	3	..	3	..	3
6. Indemnification under section 12 ..	2	..	2	..	2
Total ..	233	33	308	43	265

11. Payment of Wages Act.

Statement for the month of May, 1960.

(1) Number of applications pending at the beginning of the month.	223
(2) Number of applications filed during the month ..	16
(3) Number of applications disposed of during the month ..	6
(4) Number of applications pending at the end of the month ..	233

12 (a). Application under section 31 of the Madras Shops and Establishments Act.

Pending on 1st May, 1960	..
Received during May, 1960	..
Disposed of during May, 1960	..
Pending on 1st June, 1960	..

12 (b). Appeals under section 41 of the Madras Shops and Establishments Act.

Pending on 1st May, 1960	..
Received during May, 1960	248
Disposed of during May, 1960	34
Pending on 1st June, 1960	15
	267

13 (a). List of Trade Unions Registered under the Indian Trade Union Act, 1926 during the month of May, 1960.

Serial No.	Registration No.	Date of Registration.	Industry.	Name and address.
(1)	(2)	(3)	(4)	(5)
1.	2876	2-5-60	Banking	.. Pandyan Bank Employees Union, 12/13, Angappa Naicken Street, Madras-1.
2.	2877	5-5-60	Communications	.. The Government Telegraph Employees Co-operative Society Staff Union, 31, Krishnan Koil Street, Muthyalpet, Madras-1.
3.	2878	Do.	Miscellaneous	.. Dharmapuri Cinema Theatre Workers' Union, Dharmapuri.

(1)	(2)	(3)	(4)	(5)
4.	2879	3-5-60	Miscellaneous	.. Polson Ltd., (Madras Branch) Employees Union, 50, Kandappa Mudali High Road, Purasawalkam, Madras-7
5.	2880	Do.	Transport	.. Royal and English Cycle Motor Employees' Union, 13/B, Second Line Beach, Madras-1.
6.	2882	Do.	Miscellaneous	.. All India Employees' State Insurance Corporation Employees' Federation, 8, Narasingapuram Street, Mount Road, Madras-2.
7.	2881	Do.	Transport	.. Tube Products of India Workers' Union, C/o. Tube Products of India, Avadi.
8.	2883	7-5-60	Miscellaneous	.. Kalthachi Chirpa Thozhilalar Sangam, G. Vadipatti, Pattiveerampatti P.O., Madurai District.
9.	2884	7-5-60	Motor Transport	.. The Nilgiri District Motor Workers Union, Main Bazaar, Ootacamund.
10.	2885	12-5-60	Chemical and Chemical Products.	.. Dhrangadhra Chemicals, National Workers Union, Sahapuram, Arumuganeri Post, Tiruchveli District.
11.	2886	Do.	Do.	.. Photo and Block Makers Workers Union, 4, West Cott Road, Madras-14.
12.	2887	Do.	Commerce	.. Brooke Bond (India) Private Ltd., Employees Union, 8, Narasingapuram Street, Mount Road, Madras-2.
13.	2888	17-5-60	Do.	.. Spun Pipe Company Workers Union C/o. The Spun Pipe Co., Nanjikkottai Road, Tanjore.

13 (b). List of Trade Unions Cancelled during the month of May, 1960.

(1)	(2)	(3)	(4)	(5)
1.	2418	18-5-60	Food, Beverages and Tobacco.	.. Nagercoil Hotel Thozhilalar Sangam, Nagercoil.
2.	862	31-5-60	Tannery	.. The Erode Tannery Merchants Association, Peria Agraharam P.O.

ABSTRACT.

1. Total number of Trade Unions as on 1st May, 1960	..	1,012
2. Total number of Trade Unions Registered during the month	..	13
3. Total number of Trade Unions Cancelled during the month	..	2
4. Total number of Trade Unions dissolved during the month	..	..
5. Total number of Trade Unions as amalgamated during the month	..	..
6. Total number of Trade Unions as on 31st May, 1960	..	..
		<u>1,025</u>

14. Particulars of inspections made by the Inspectors during the month of May, 1960.

Particulars.	Factory Act.	Payment of Wages Act.	Madras Maternity Benefit Act.	Madras Shops & Establishments Act and Madras Catering Establishments Act.	Minimum Wages Act
(1)	(2)	(3)	(4)	(5)	(6)
1. Number of Establishments inspected ..	494	1,232	136	46,860 } 11,901	902
2. * Nature of irregularities noticed ..	44	215	29	769 } 1479	24
3. Number of cases warned.	108	42	10	1,483 } 1238	10
4. Number of prosecutions launched ..	4	..	..	15 } 126	..
5. Number of convictions obtained ..	..	..	..	32 } 132	..
6. Amount of fines levied in rupees ..	Rs. 90	..	..	Rs. 315 } 1229	..

N.B.—† Information under the Madras Catering Establishments Act, 1958.

* The common irregularities noticed were in respect of maintenance of registers, exhibition of notices, upkeep sanitation, employment of young persons and payment of wages at rates lower than those fixed under the Minimum Wages Act, 1948.

15 (a). Numerical List of Factories for the month of May, 1960.

District.	At the Beginning.			Registered.			Removed.			Total.			Remarks.						
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)		(13)	(14)	(15)	(16)	(17)	(18)
		Section 2 (m) (ii).			Section 85 (1).			a (m) (i).			Hotels and restaurants.			Section 2 (m) (ii).			Section 85 (1).		
		Other than hotels and restaurants.			Other than hotels and restaurants.			Other than hotels and restaurants.			Other than hotels and restaurants.			Other than hotels and restaurants.			Other than hotels and restaurants.		
		a (m) (i).			a (m) (i).			a (m) (i).			a (m) (i).			a (m) (i).			a (m) (i).		
		Hotels and restaurants.			Hotels and restaurants.			Hotels and restaurants.			Hotels and restaurants.			Hotels and restaurants.			Hotels and restaurants.		
		Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).		
		Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).		
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		Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).		
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		Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).		
		Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).		
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		Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).		
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		Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).		
		Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).		
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		Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).		
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		Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).		
		Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).		
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		Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).		
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		Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).		
		Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).		
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		Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).		
		Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).			Section 85 (1).			Section 2 (m) (ii).		

25 (b). Numerical List of Plantations covered by the Plantations Labour Act, 1931, for the month of May, 1960.

S. No.	Category of Plantations.	At the beginning of the month.		Registered.		Removed.		At the end of the month.	
		A.	B.	A.	B.	A.	B.	A.	B.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1. Coffee		147	2,2919.04	..	..	21	3,534.86	126	28,764.18
2. Tea		..	66,585.54	..	..	..	..	126	66,585.54
3. Rubber		..	7,525.68	..	..	..	..	15	7,525.68
4. Cinchona		..	9,406.00	..	..	..	..	3	9,406.00
5. Cardamom		..	500.00	..	1,658.20	..	..	2	1,658.20
	Total ..	293	1,12,036.26	..	1,658.20	21	3,534.86	272	1,10,139.60

Note.—A : Number of Plantations.

B : Total Acreage under cultivation.

26 (a). Statement of Accidents for the month of May, 1960.

Number of Industries.	Name of Industry.	Number of Accidents.	
		Fatal.	Non-fatal.
(1)	(2)	(3)	(4)
01	Processes allied to agriculture (Gins and Presses)	..	..
20	Food Except Beverages	..	41
21	Beverages	..	..
22	Tobacco	..	..
23	Textiles	..	285
24	Foot-wear, other wearing apparel and made-up textile goods	..	..
25	Wood and cork except furniture	..	..
26	Furniture and fixtures	..	6
27	Paper and paper products	..	..
28	Printing, Publishing and allied industries	..	13
29	Leather and Leather products (except foot-wear)	..	4
30	Rubber and rubber products	..	17
31	Chemicals and Chemical products	..	113
32	Products of petroleum and coal	..	17
33	Non-metallic Mineral Products (except Products of Petroleum and coal.)	..	28
34	Basic Metal industries	..	16
35	Metal Products (except machinery and transport equipments)	..	27
36	Machinery (except electrical machinery)	..	132
37	Electrical Machinery, apparatus, appliances and supplies	..	15
38	Transport equipment	..	586
39	Miscellaneous Industries	..	16
51	Electricity, Gas and Steam	..	9
52	Water and Sanitary Services	..	..
53	Recreation Services (Cinema Studios)	..	9
64	Personal Services (laundries, dyeing and cleaning)	..	..
	Total ..	2	1334

26 (b). Statement of Accidents in Cotton and Jute Mills for the month of May, 1960.

Name of Industry.	ADULTS.		ADOLESCENTS.		CHILDREN.	
(1)	Men.	Women.	Male.	Female.	Boys.	Girls.
(2)	(3)	(4)	(5)	(6)	(7)	(8)
Cotton Machinery:—						
1. Opening and Blow Room Machinery ..	10	..	..	..	..	..
2. Card Room Machinery ..	23	..	..	..	..	..
3. Drawing Frames ..	6	..	..	..	..	..
4. Speed Frames ..	17	..	..	..	..	..
5. Spinning Machinery ..	53	1	..	..	..	..
6. Weaving Machinery ..	33	..	..	..	..	..
7. Finishing Machinery ..	1	..	..	..	..	..
8. Flying Shuttles ..	3	..	..	..	..	..
9. Other Miscellaneous Textile Machinery ..	38	2	..	..	..	..
10. Miscellaneous Non-Machinery Accidents ..	92	2	..	..	..	..
Total ..	276	5	..	..	..	..
Jute Machinery ..	Nil.					

17. The Government of Madras granted exemptions to the following factories and establishments from the provisions of the Acts and Rules as indicated below during the month of May, 1960.

Serial No.	Name of factories or establishments.	Section from which exempted.	Duration of exemption.	Authority.
(1)	(2)	(3)	(4)	(5)
Employees' State Insurance Act, 1948.				
1. (a)	The Government Institute of Leather Technology, Madras.	Exempted from all the provisions of the said Act except Chapter V (A), thereof.	For a further period of one year with effect from 28-3-1960.	S.R.O. No. A-2908 of 1960 published at page 725 of Part I of the <i>Fort St. George Gazette</i> , dated 4th June, 1960.
	(b) The Central Polytechnic, Madras.			
	(c) The Government Polytechnic, Coimbatore.			
2.	The Highways Repair Yard, Guindy, Highways, Repair Yard, Coimbatore and Public Works Workshop, Madras.	Do.	For a further period from 14th March upto and inclusive of the 13th September, 1960.	S.R.O. No. A-2909 of 1960, published at page 725 of Part I of the <i>Fort St. George Gazette</i> , dated 4th May, 1960.
3.	Twelve factories belonging to the Corporation of Madras (mentioned in the notification).	Do.	For a further period of one year from 20th May 1960.	S.R.O. No. A-3514 of 1960, published at pages 886, 887 of Part I of the <i>Fort St. George Gazette</i> , dated 25th May, 1960.
4.	Research Engineering Workshop, Coimbatore.	Do.	Without time limit with effect from January 1961.	S.R.O. No. A-3337 of 1960, published at page 831 of part I of the <i>Fort St. George Gazette</i> , dated 18th May, 1960.
Industrial Employment (Standing Orders) Act, 1946.				
5	Daya Sadan, Madras	From all the provisions of the said Act.	..	S.R.O. No. A-3339 of 1960, published at pages 831 of Part I of the <i>Fort St. George Gazette</i> , dated 18th May, 1960.
Madras Industrial Establishments (National and Festival Holidays) Act, 1958.				
6.	(i) The Office Establishments of Branch Office Madras and Divisional Offices at Coimbatore and Madurai.	From the provisions of section 3 of the said Act, subject to certain conditions.	Exempted permanently.	S.R.O. No. A-3335 of 1960, published at pages 830-831 of Part I of the <i>Fort St. George Gazette</i> , dated 18th May, 1960.
	(ii) Madras installation and			
	(iii) Depots and air service stations in the State of Madras, belonging to the Burmah Shell Oil Storage and Distributing Co., of India Ltd., Madras.			

18. Consolidated Statement of prices of Cotton and yarn for May, 1960.

For the week ending.	Price of cotton per candy of 784 lbs.	
	Cambodia. RS.	Karunganni. RS.
2nd April, 1960	850/980	750/870
9th April, 1960	850/980	750/870
16th April, 1960	850/980	750/870
23rd April, 1960	850/980	750/870
30th April, 1960	850/980	750/870

For the week ending.	Prices of yarn per bundle of 10 lbs.	
	20s.	
	Rs.	
2nd April, 1960	..	21.25/22.00
9th April, 1960	..	21.25/22.00
16th April, 1960	..	21.25/22.00
23rd April, 1960	..	21.25/22.00
30th April, 1960	..	21.25/22.00

19. The cost of living index numbers* applicable to employees in employments scheduled under the Minimum Wages Act, 1948 (Central Act XI of 1948) in Madras City and the different mofussil urban centres for the month of May, 1960, as ascertained and declared by the Director of Statistics under section 2 (d) of that Act.

(*The cost of living index numbers are now called consumer Price Index numbers).

Centre.	Food.	Fuel and lighting.	Clothing.	House rent.	Miscellaneous.	Cost of living Index.
(1)	(2)	(3)	(4)	(5)	(6)	(7)
(Base : Year ended June, 1936 : 100).						
1. Madras City ..	511.4	550.4	431.1	258.3	344.1	451.5
2. Cuddalore ..	470.3	397.1	375.1	333.8	442.7	441.3
3. Tiruchirapalli ..	480.0	456.2	414.9	204.1	352.46	423.48
4. Madurai	513.5	361.3	503.8	189.49	288.1	424.6
5. Coimbatore ..	527.45	460.9	479.5	423.9	293.5	489.4
	Food.	Housing	Clothing.	Miscellaneous.	Cost of living Index.	
(Base : August, 1939 : 100).						
6. Nagercoil ..	564.0	339.9	512.9	280.3	483.47	

Comparative Statement of the cost of living index numbers for the months of April, 1960 and May, 1960.

Zone.	Centre.	Cost of Living Index numbers for the months of.		Variation.
		April, 1960.	May, 1960.	
(Base : Year ended June, 1936 : 100).				
1. Madras City and Chingleput District.	Madras City ..	445.5	451.5	+ 6.0
2. North Arcot and South Arcot Districts.	Cuddalore ..	422	441	+ 19
3. Tiruchirapalli and Tanjore Districts.	Tiruchirapalli..	407	423	+ 16
4. Madurai, Ramanathapuram and Tirunelveli Districts.	Madurai ..	414	425	+ 11
5. Coimbatore and Salem Districts.	Coimbatore ..	466	489	+ 23
(Base : August, 1939 : 100).				
6. Kanyakumari District	.. Nagercoil ..	470	482	+ 12

MADRAS CITY

INDEX 452.

A rise of six points.

The index for the food group rose by nine points to 511 due mainly to a rise in the price of rice.

The index for the fuel and lighting group fell by one point to 550 due to a fall in the price of charcoal.

The index for the clothing group rose by ten points to 431 due to a rise in the prices of dhoties, shirting, upper-cloth, sarees and petticoats.

The index for the miscellaneous group rose by three points to 344 due to a rise in the prices of betel leaves and tobacco for chewing.

The index for house-rent remained stationary at 258.

Group.	Weight proportional to the total expenditure.	Group Index Numbers.	
		April, 1960.	May, 1960.
(1)	(2)	(3)	(4)
Food ..	58.23	502.5 (a)	511.1
Fuel and Lighting ..	8.42	550.5	550.4
Clothing ..	6.10	420.9	431.1
House rent ..	14.57	258.3	258.3
Miscellaneous ..	12.68	341.0	344.1
Total 100.00			
Cost of living Index Number.		445.5	451.5

(a) 502.47 to two decimal places.

CUDDALORE.

INDEX 441.

A rise of nineteen points.

The index for the food group rose by twenty three points to 470 due mainly to a rise in the prices of rice, vegetables, tamarind and gingelly oil.

The index for the fuel and lighting group rose by eleven points to 397 due to a rise in the price of kerosene oil.

The index for the clothing group rose by twenty-five points to 375 due to a rise in the prices of dhoties, shirting, upper-cloth, sarees and petticoats.

The index for the miscellaneous group rose by ten points to 443 due to a rise in the charges for dhoti and soap (washing).

The index for the house rent remained unchanged at 334 points.

TIRUCHIRAPALLI.

INDEX 423.

A rise of sixteen points.

The index for the food group rose by twenty-five points to 480 due mainly to a rise in the prices of rice, vegetables and tamarind.

The index for the clothing group rose by eleven points to 415 due to a rise in the prices of dhoties and sarees.

The index for the miscellaneous group fell by one point to 352 due to a fall in the price of tobacco for chewing.

The group index numbers in respect of fuel and lighting and house rent remained stationary at 456 and 204 points respectively.

MADURAI.

INDEX 425.

A rise of eleven points.

The index for the food group rose by eighteen points to 514 due mainly to a rise in the prices of rice, vegetables, meat and tamarind.

The index for the miscellaneous group rose by seven points to 288 due to a rise in the prices of betel leaves and tobacco for chewing.

The group index numbers in respect of fuel and lighting, clothing and house rent remained unaltered at 361, 504 and 189 points respectively.

COIMBATORE.

INDEX 489.

A rise of twenty three points.

The index for the food group rose by thirty-six points to 527 due mainly to a rise in the prices of rice, cholan and vegetables.

The index for the clothing group rose by three points to 480 due to a rise in the prices of dhoties, shirting and petticoats.

The group index numbers in respect of fuel and lighting, house rent and miscellaneous remained unchanged at 461, 424 and 294 points respectively.

(Base : August, 1939 : 100).

NAGERCOIL.

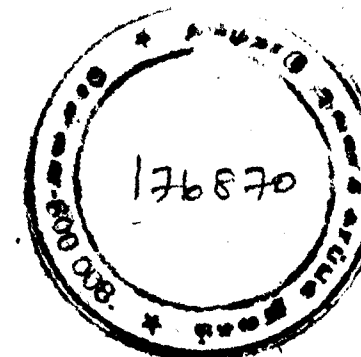
INDEX 483.

A rise of thirteen points.

The index for the food group rose by twenty one points to 564 due mainly to a rise in the prices of rice, pulses, vegetables and fish.

The index for the miscellaneous group rose by two points to 280 due to a rise in the prices of arecanuts.

The group index numbers in respect of housing and clothing remained stationary at 340 and 513 points respectively.



MADRAS LABOUR GAZETTE.

Comparative Statement of the cost of living index numbers for the months of April, 1960 and May, 1960.

Zone.	Centre.	Cost of Living Index numbers for the months of.		Variation.
		April, 1960.	May, 1960.	
(Base : Year ended June, 1936 : 100).				
1. Madras City and Chingleput District.	Madras City ..	445.5	451.5	+ 6.0
2. North Arcot and South Arcot Districts.	Cuddalore ..	422	441	+ 19
3. Tiruchirapalli and Tanjore Districts.	Tiruchirapalli..	407	423	+ 16
4. Madurai, Ramanathapuram and Tirunelveli Districts.	Madurai ..	414	425	+ 11
5. Coimbatore and Salem Districts.	Coimbatore ..	466	489	+ 23
(Base : August, 1939 : 100).				
6. Kanyakumari District	.. Nagercoil ..	470	482	+ 13

MADRAS CITY

INDEX 452.

A rise of six points.

The index for the food group rose by nine points to 511 due mainly to a rise in the price of rice.

The index for the fuel and lighting group fell by one point to 550 due to a fall in the price of charcoal.

The index for the clothing group rose by ten points to 431 due to a rise in the prices of dhoties, shirting, upper-cloth, sarees and petticoats.

The index for the miscellaneous group rose by three points to 344 due to a rise in the prices of betel leaves and tobacco for chewing.

The index for house-rent remained stationary at 258.

Group.	Weight proportional to the total expenditure.	Group Index Numbers.	
		April, 1960.	May, 1960.
(1)	(2)	(3)	(4)
Food	58.23	502.5 (a)	511.1
Fuel and Lighting	8.42	550.5	550.4
Clothing	6.10	420.9	431.1
House rent	14.57	258.3	258.3
Miscellaneous	12.68	341.0	344.1
Total	100.00		
Cost of living Index Number.		445.5	451.5

(a) 502.47 to two decimal places.

CUDDALORE.

INDEX 441.

A rise of nineteen points.

The index for the food group rose by twenty three points to 470 due mainly to a rise in the prices of rice, vegetables, tamarind and gingelly oil.

The index for the fuel and lighting group rose by eleven points to 397 due to a rise in the price of kerosene oil.

The index for the clothing group rose by twenty-five points to 375 due to a rise in the prices of dhoties, shirting, upper-cloth, sarees and petticoats.

The index for the miscellaneous group rose by ten points to 443 due to a rise in the charges for dhoti and soap (washing).

The index for the house rent remained unchanged at 334 points.

TIRUCHIRAPALLI.

INDEX 423.

A rise of sixteen points.

The index for the food group rose by twenty-five points to 480 due mainly to a rise in the prices of rice, vegetables and tamarind.

The index for the clothing group rose by eleven points to 415 due to a rise in the prices of dhoties and sarees.

The index for the miscellaneous group fell by one point to 352 due to a fall in the price of tobacco for chewing.

The group index numbers in respect of fuel and lighting and house rent remained stationary at 456 and 204 points respectively.

MADURAI.

INDEX 425.

A rise of eleven points.

The index for the food group rose by eighteen points to 514 due mainly to a rise in the prices of rice, vegetables, meat and tamarind.

The index for the miscellaneous group rose by seven points to 288 due to a rise in the prices of betel leaves and tobacco for chewing.

The group index numbers in respect of fuel and lighting, clothing and house rent remained unaltered at 361, 504 and 189 points respectively.

COIMBATORE.

INDEX 489.

A rise of twenty three points.

The index for the food group rose by thirty-six points to 527 due mainly to a rise in the prices of rice, cholam and vegetables.

The index for the clothing group rose by three points to 480 due to a rise in the prices of dhoties, shirting and petticoats.

The group index numbers in respect of fuel and lighting, house rent and miscellaneous remained unchanged at 461, 424 and 294 points respectively.

(Base : August, 1939 : 100).

NAGERCOIL.

INDEX 483.

A rise of thirteen points.

The index for the food group rose by twenty one points to 564 due mainly to a rise in the prices of rice, pulses, vegetables and fish.

The index for the miscellaneous group rose by two points to 280 due to a rise in the prices of arecanuts.

The group index numbers in respect of housing and clothing remained stationary at 340 and 513 points respectively.

