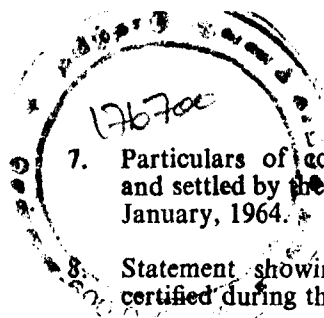


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SPECIAL ARTICLES

ACHIEVING CHANGE IN INDUSTRY

Rf. Bruckart.

Some people consider life to be a *fairy tale*. Others who are more realistic confine their interest in unreality to listening to others tell *fairy tales*. Whatever your inclinations in this respect may be, first let me tell you a *fairy tale*... .. Once upon a time there was a young man who worked for a large Company. He was intelligent, able and ambitious, and one day he thought of an idea which would cut costs and increase sales, and improve the productivity of the shop. It was a rather complicated idea that ran counter to the Company's thinking, and it was still a little vague in his own mind, but he walked right into the boss's office and started to tell him about it. Of course he had to make a lot of dramatic shapes in the air with his hands to explain what he meant, but his boss had a very helpful attitude and interpreted the shapes correctly. Finally the boss got the idea. He leaped to his feet. "That's a great idea 'Wonderful' How did you do it?" the boss shouted. The young man smiled modestly. He had known all along that his boss would like the idea. So the young man went on to become President of the Company and lived happily ever after This *fairy tale* has about as little relation to reality as most *fairy tales* do. Few ideas are successfully presented by making shapes in the air with the hands or by vague explanations which strain both the teller and the listener. Selling *new ideas* is as difficult as selling a new product. Industrial Managers are no dinosaurs who unflinchingly resist change. But they are busy men with many problems and what seems brilliant and inspirational to the young man aspiring to an advanced management position sometimes sounds like only so much noise to the experienced manager's ears.

It is obvious that in a country where industrial development is still in an early stage, the need for modern ideas to break through the inefficient practices of the past may be most urgent. The reason for the existence of these inefficient methods is clear enough. One of the universal characteristics of the so-called underdeveloped countries is that their economies are predominantly agrarian. Although such economies have existed for thousands of years in various parts of the world, they have never been able anywhere to generate a standard of living which has even remotely approached that created by modern industrialisation, even in the few hundred years it has been in existence. Consequently it is understandable why almost universally underdeveloped countries are now rushing to embrace industrialization, with almost a pathetic hope that this modern "*miracle*" will over-night create living standards approaching those of more industrially developed

countries. Industrialization is a magic wand whose touch eliminates poverty. Industrialization leads all who follow into a glorious land of riches and affluence.

An old English proverb has it that "a dog is made fat in two meals". Whether a country may be made fat in two decades of industrialization is yet to be determined, however.

Whatever the facts may be, the young man in industry who is responsible for bringing modern ideas of management into operation plays a basic role in this programme. If he creates brilliant ideas but thereupon is unable successfully to bring about their implementation, he not only fails his Company management but also does his country a dis-service by retarding the drive towards the stated goal of an industrial economy.

It would be an over-simplification, however, to assume that changes come about merely from the challenge of brilliant new ideas, and from the translation of these products of the ivory tower into new patterns of behaviour and thought. Change results also from actions which are based on the principles and philosophies of individuals in unofficial but equally critical positions of responsibility. Not only the publicly visible industrial executive influences industrial behaviour but others in less obvious positions also influence thinking, and guide industrial management towards pragmatic solutions of the problems it faces.

To illustrate tangibly what I mean by these generalisations, let us take the case of an industry critically important to your country as well as to mine: namely the coal mining industry. My reason for choosing this industry for analysis is not to devise comparisons of US *versus* India. It so happens that we have available notable evidence of two contrasting points of view and an interesting record of what happens when certain actions are taken. This record will be useful in documenting the point I wish to emphasize in regard to the generation and the effects of change.

First: The coal mining industry of India, we may as well start with a statistic: coal mining started in India officially in the year 1814, during which year half a million tons of coal were mined. At the moment, annual output is approaching the goal of 60 million tons a year. Thus those of you who are statistically minded can even mentally determine that there has been an increase in output of 11,900 per cent in a period of 148 years in this industry. Yet if you have even casually glanced at the newspapers in the past few months you may hazily remember having read about shortages of coal and the effects thereof. Without commenting on this myself, I will quote from the published record of a recent symposium on the subject "Mechanization in Mines". One of the participants in this symposium observed: "There is a coal famine all over the country.....".

I have chosen the record of this symposium for detailed consideration because it seems to provide a clear statement of attitudes and feelings which are typical, as far as I can observe, of those commonly prevailing in India about mechanization and its effects.

Before commenting further on this subject, let me quote a second statistic: as of 1958, there were approximately 380 thousand workers engaged in the Indian Coal Mining industry."

We have thus generated two facts which form the basis for a certain degree of controversy: (1) coal is in extremely short supply, according to an expert statement; and (2) coal mining is an industry which employs large numbers of workers. Now, if it is not already obvious, let me make the implications of these facts quite clear. The demand for increased output gives rise to the suggestion that there should be more mechanization in mining operations, in order to produce a greater output. But mechanization is widely recognized as tending to reduce the number of workers needed—even in an economy which is expanding. And thereby an important problem is created: which course to follow—to mechanize, or not to mechanize?

We will now consider the opinions and attitudes displayed by the participants of the symposium I referred to and see what they say about this. The first expert, after observing that the answer to the question of mechanization must be decided by what he termed "objective conditions obtaining in the country", made this comment: "It is a truism to say that eradication of unemployment and under-employment is one of the biggest problems facing our people and therefore it is very necessary to see that nothing is done which reduces employment or adversely affects potential employment." He continued; "The necessity of developing a labour intensive, in preference to a capital-intensive economy applies to the mining industry as well. In this country, it would be suicidal to substitute machinery for men unless there are some over-riding considerations for the same."

He then observed that safety may be one of these over-riding considerations, noting that mining is a hazardous occupation. I have verified this fact from Indian Governmental publications and find that accidents in Indian coal mines have the highest frequency in the world, and are about five times as high as in the USA. Also it is reported that they are 10 to 20 times as frequent in coal mines as in other Indian industries. So his point is well made. The second consideration the expert mentioned is "effective reduction in production costs". This is unquestioned, of course.

A third consideration is mentioned: "reducing human drudgery". The same qualifications concerning unemployment which were mentioned earlier also prevail here, and the expert comes to an interesting conclusion: "In the West, mechanization is also introduced for reducing human drudgery", he says. "This may be done also in our country, but care must be taken to see that it does not accentuate our unemployment problem". He concluded: "The unfortunate fact remains that *drudgery has to be preferred to starvation.....*"

A second participant's comments followed similar lines: "We have surplus manpower in our country, and the question of maximum employment has to be kept in mind consistent with economy and production". He observed that labour amenities have improved, as have housing conditions and working facilities; and wages have gone up. "But unfortunately", he said, "the *per capita* output of our labour has not improved and is the lowest compared to other countries. A slight effort by our labour friends will go a long way in maintaining and increasing production."

"I agree", he said, "that great mechanization, better relations with labour and co-ordination in transport and production are essential to meet the country's requirements for coal....."

The third expert also voiced a point of view fundamentally in agreement with his colleagues. He observed, however, that "*We cannot expect our skilled workers.....to acquire skills unless they are given the machines on which to acquire them. I feel that when circumstances permit*", he says, "we should be bold enough to introduce the latest types of machinery with confidence that within a reasonable period of time our skilled workers will acquire the same degree of skill in handling them as their counterparts in the more advanced countries". He also commented that mechanization must be deferred "if large number of persons are thrown out of employment."

The remaining comments in the symposium then summarized the conflicting points of view already cited. Mechanization is needed because the entire economy depends on coal being available. It reduces costs and improves efficiency; and it should be introduced immediately in new mines, but only gradually in old mines. This ends my analysis of the symposium.

If I may be permitted a brief comment on this, before passing on, I should observe here that the conflict seems to persist despite the compromises and rationalisations which have been suggested. The experts voice their reactions in such frightening words as "suicidal" and "starvation". One concludes that the dangers of mechanization are much clearer in their minds than the potential advantages of mechanization, — or so it would appear to me, at least.

Now I will say a few words about the coal mining picture in the USA. Some years earlier in this century the US Coal Mining Industry was in good health. Coal was widely used by industry, most specifically by the steel industry and the railroads, as well as by home owners. True, enough mines were not particularly safe, and many miners were killed or injured. But they accepted these dangers as part of their life. Also it is true that wages were rather low, but miners had plenty of work, so they were at least moderately happy.

Several decades later, however, two things happened which changed all this. (1) Rail-roads abandoned coal-burning engines and replaced them with diesels; industry discarded coal-burning units and replaced them with oil-burning heaters; householders also found it cheaper to replace coal furnaces and stoves with gas and oil-burning units. Within a few years after this happened, the coal mining industry was in trouble.

The most notable and forthright actions in this troublesome situation were taken by the head of the miners' union, the United Mine Workers. John L. Lewis, now a man of 82 years of age, at that time was a union boss the US industrialist regarded as a wild-eyed radical. John L. thundered at the mine owners, and through his dynamic actions and forceful rhetoric quickly became a universally known public figure. He was both hated and admired.

With all his compassion for his miners, John L. Lewis clearly understood the harsh realities of the coal industry. The facts-of-life were that only the big and efficient mines could do business at a profit. John L. Lewis explained boldly the decision he made about this problem in these words: "*We decided that it was better to have half a million men working in industry at*

good wages and high standards of living than to have a million working in poverty and degradation. So, in line with this businesslike policy, John L. has pushed the mechanisation of coal mines vigorously and unceasingly. He has opposed featherbedding. He has kept the coal industry free of major strikes since 1952. He has put the squeeze on small uneconomical mines to such an extent that last year the United Mine Workers Union was found guilty of violating the Sherman Anti-Trust Act. The union, the court said, had used its power to discriminate against a certain small mining Company. It appears that the Union had loaned money to a certain financier, who then used the money to gain control of the company for the benefit of the Union. For this the union was found guilty of anti-trust regulations. Lewis's feelings about the smallmine-owners are pointed up by a statement he made during the trials "*I cannot sorrow for those pallid underfed, illnourished operators of small mines who can't keep up with the economic procession.*"

What has been the result of all this? One predictable result has been that the number of coal miners at work has been reduced in the past ten years to less than half. There are now merely 142,000 miners left in the whole coal mining industry in the US. This has been a unique phenomenon: the slimming down of a major industry by its own labour union.

However, as displaced workers grew more and more desperate for jobs, they took work anywhere they could find it — including no-union mines. The result is that now about 1/3 of the coal produced is mined in non-union mines, and price-cutting is under way.

Nevertheless coal mining productivity has risen from 6.4 tons a day dug by miners in 1946 to a figure of 14 tons a day per miner, and in some strip mines, the dig is as much as 22 tons a day per man. The US miner is now the most productive and the safest in the world. Of the output of 406 million tons dug last year, 33 million tons were exported. Coal is cheap and plentiful; and coal industry is again highly regarded by Wall Street investors, and mining stock values are rising. It is anticipated that by 1975 output will have risen from the current 406 million tons to 671 million tons annually. Once again the future is bright for the industry in the US.

So these are the facts about the coal mining industry in the two countries. I will not embark on a discussion of the question of what is "right" or "wrong" for this country or for that, as it is not pertinent to our analysis what does hit the eye, however, is the clear fact that no decision, whether it involves actions taken or not taken, will produce undiluted good. All management decisions embarked upon for the benefit of the many are accompanied by certain undesirable after effects experienced by a few. One man's meat is another man's poison. The "meat" taken by those who are powerful, self-assured, and confident brings with it effects which are "poison" for those who are too weak to maintain their posture. Decisions arising from fears of the outcome generate reactions, however, which are just as real and permanent as those taken by the brave, the self-assured, or the fool-hardy. In short, in industry, we face the possibilities of "trouble" whichever way we turn—the imaginative industrial manager everlastingly pilots his craft between Scylla and Charybdis. He makes his choice. He may choose primarily to minimize the effects he fears most, whatever the

outcome; or he may strive to maximise the effects he desires most, even with a devil-take-the-hindmost attitude. Yet there is no absolute security. He may be damned if he does, and equally damned if he doesn't!

Now at this point it may appeal that I have abandoned our youngman in the *fairy tale*. I think we may usefully look at him again. Perhaps, considering him, we can agree in retrospect that change in industry is not so much the end product of inspiration and over-whelming salesmanship as it is the pragmatic answer to confounding problems—problems to which no clear answer is readily evident, or really available. We may agree that the ability and willingness to think about problems—even to think interminably about them—provides no assurance whatever of an eventual “correct” solution. Moreover, we may observe that not only is the character of our young man overdrawn in the *fairy tale*, but the executive who would rise to the acceptance of proposals for change with the same enthusiasm as they were presented would be a most unlikely character. We must conclude that an executive so free with his enthusiasm would get just about what he deserved for his impulsiveness. *Change, I think is likely to be more often than not the result of sustained, indefatigable bargaining and negotiation resuming more transactions in the bazaar—the public market place—than it does the cold, objective, computer-determined result of an intricate mathematical formulation. Objective thinking does not necessarily improve the quality of the answer.*

As early as 1914, Rabindranath Tagore wrote in his *Sadhana* the following evaluation: “Civilization must be judged and prized not by the amount of power it has developed, but by how much it has evolved and given expression to... the love of humanity.” For nearly all poets, however, creation of the concept and its formulation into beautifully phrased words come easier than an explanation of how the doer can accomplish in practical terms what is so eloquently recommended by the thinker. How does one translate “the love of humanity” into a working policy in such prosaic matters as instigating and guiding change in industrial operations?

In the early years of this century Henri Fayol, the classic French writer on industrial management, gave us a series of principles useful for industrial managers. His sixth principle provides a warning just as important to industry of this day as it was to industry of his day. This principle states: “*business interests must prevail over the interests of individuals and of groups of persons.*” He suggests that the individual characteristics of ignorance, ambition, selfishness, laziness, weakness, and human passions are forever at war with the best interests of the firm.

I wonder whether we might paraphrase this idea and conclude that the national interest also prevails over the interests of groups of persons, or of a few institutions, whose ignorance, ambition, selfishness, laziness, weakness or human passions stand in the way of progress desired for the benefit of the many. If we agree, then just as it is the duty of every business manager to combat these tendencies in his Company, so it is the duty of the influential persons of the national scene to combat them on a national scale.

Now, can Fayol's principle possibly be related to Tagore's philosophy. Well, we cannot be sure. For example, when John L. Lewis condemned 150 thousand miners in the US to the surrender of the jobs which sustained them

so that the remaining 142 thousand could have a better life, did this action demonstrate his love of humanity? Or did it demonstrate the opposite?

When three experts decide that mechanization must be merely nibbled at as a policy for the coal-mining industry in India, and that unemployment must be avoided almost at all costs—is this reflective of a love of humanity? Or is it the opposite?

I suppose the answer depends on how you arrange the facts of the problem. For example, we might say: just because it requires 400 thousand workers in India to mine 60 million tons of coal, while in the US 142 thousand can mine 400 million tons, — would you have us force 300 thousand miners to sacrifice their jobs so that Indian mining may be more productive? Is coal more important than people?

Or, conversely, we could say: if coal is a basic product for industry in general, then should 300 thousand miners be allowed to stand in the way of the development of the country's economy, recognizing that this development may result in the improvement of the standards of living of all? The world is full of many troublesome problems, and this is only one example of the many which concern change and its effects.

To lay down an index by which the effects of our decision may be anticipated is not easy. However, in several previous articles I have expressed an idea which touches on this problem. Not only is this idea probably the only one in this paper for which originality can be claimed but I think it may be the most useful thought I may express. It is set out in these simple terms.

Progress is made only when fear of the effects of change is less than fear of existing adversity. With an application of this formula one might even deduce whether a proposed action will produce progress or not. Do we fear unemployment in coal mines more than shortages of coal? Our action and the results are then suggested. Or do we fear a weak economy more than potential unemployment of 1/3 of the miners in the country? The appropriate action and results are again indicated.

The results, therefore, are the product of our subjective reactions to the problems, — there are no absolutes in this matter — the right or wrong is in our thinking and is the reflection of our fears — or of our courage — and of the actions our feelings have led us to take.

The young man in our *fairy tale* and the excitable executive obviously were playing with forces, greater than they realized. But for us the decisions about change must surely be a reflection of our attitudes, the outcome, in like sense is a measure of our strengths and weaknesses.

(Source: *Productivity Journal*, Oct.-Dec. — 1963)

தொழிற்சாலையில் பாதுகாப்பு

விவாதம் 1-1-1964

கேள்வி : வணக்கம், புத்தாண்டு தொழிலாளர் மனதில் புதுமைக் கருத்துக்களைப் புகட்டும் எனக் கருதுகிறேன்.

பதில் : வணக்கம். புதிய ஆண்டின் முதல் நாளில் தொழிலாளர் பகுதி பாதுகாப்பு பற்றிய பேச்சுடன் துவங்குவதே ஒரு புதுமையல்லவா? எந்த வேலையைச் செய்யத் துவங்கும் போதும், இந்த முறை பாதுகாப்பான முறையா என ஆராய்கல் நல்லது. அத்தகைய ஆராய்ச்சிக்கு அடிப்படை பாதுகாப்பு மனப்பான்மை. பாதுகாப்பைப் பற்றித் தொழிலாளிகள் எங்கே நினைக்கிறார்கள்?

கேள்வி : என்ன அப்படிச் சொல்லிவிட்டீர்கள்? யாருக்குத்தான் உயிர்மேல் ஆசை இல்லை. விபத்தினால் தனக்கு ஒரு காயம் ஏற்படவேண்டும் என்று யார்தான் விருப்புகிறார்கள்? மனிதன் பிறக்கும்போதே ஆபத்தைத் தடுக்கவேண்டும் என்ற உணர்வும் அவாவும் இயற்கையாக மனிதன் உள்ளத்தில் ஏற்படுகின்றன என்று நான் எண்ணுகிறேன். உதாரணமாக கண்ணுக்கு எதிரே யாரேனும் விரலை நீட்டினால் கண்ணிமை தானாக மூடிக் கொள்ளவில்லையா?

பதில் : கண்ணிமை தானாக மூடிக் கொண்டால் கண்ணில் தூசிவிழுந்து தொழிலாளிகளுக்கு ஏற்படும் விபத்து இராது. உங்களுக்குத் தெரியுமா? தமிழ் நாட்டுத் தொழிற்சாலைகளில் நடக்கும் விபத்துக்களில் ஐந்தில் ஒரு பங்கு கண்ணில் காயம் ஏற்படுத்துகின்றன.

கேள்வி : ஓ! அப்படியா? தூசி, புகை, பொறிபறக்கும் வேலை இடங்களில் கண்ணைப் பாதுகாக்கும் கண்ணாடி தொழிலாளிகளுக்குக் கொடுப்பார்கள் அல்லவா? அவைகளைத் தொழிலாளிகள் அணிந்து கொள்வதில்லையா?

பதில் : கண்ணாடி அணிந்தால் கண்ணில் எப்படிக்க காயம் ஏற்படும்? கண்ணாடி அணியாமல் வேலை செய்தால் ஆபத்து எதுவும் வராது என்று ஒரு அசட்டு தைரியம். தன் கண்ணில் எதுவும் விழாது என்ற ஒரு குருட்டு நம்பிக்கை. இந்தக் குருட்டு நம்பிக்கையால் உண்மையாகவே குருடானவர்கள் எத்தனைபேர் தெரியுமா?

கேள்வி : அதாவது மனிதன் உயிர்மேல் கொண்டுள்ள ஆசை தன்னைக் காத்துக்கொள்ளும் அளவுக்குப் போதாது. கண்ணைக் காக்கக் கண்ணாடி அணிவது அவசியம் என்று எண்ணும் அளவுக்குப் பாதுகாப்பு மனப்பான்மை தொழிலாளி மனத்தில் வளரவில்லை என்பது உங்கள் எண்ணமா?

பதில் : பாதுகாப்பு மனப்பான்மையை அளந்து காட்ட ஒரு கதை சொல்லுகிறேன் கேளுங்கள். ஒரு பெண் காரோட்டி வந்தாள். அந்தக் காரில் பத்து குழந்தைகள் (பள்ளிப் பிள்ளைகள்) இருந்தார்கள். தெருச்

சந்திப்பில் பாதுகாப்பு விளக்கு சிகப்பு நிறம் காட்டியது. காரோட்டும் பெண் அதைக் கவனிக்கவும் இல்லை. காரை நிறுத்த வேண்டும் என்ற எண்ணமும் அவள் மனதில் உதிக்கவும் இல்லை. இதைக் கவனித்த ஒரு பாதசாரி "என்னம்மா, எப்பொழுதுதான் நீங்கள் நிறுத்தப் போகிறீர்கள்" என்று உரக்கக் கேட்டார். காரோட்டும் பெண் இதைக் கேட்டு காரில் உள்ள குழந்தைகளை ஒரு முறை திரும்பிப் பார்த்துக்கொண்டு, சொன்னாள் "இந்தக் குழந்தைகள் எல்லாம் என் குழந்தைகள் அல்ல." பாவம் குழந்தை பிரசவிப்பதை எப்பொழுது நிறுத்தப் போகிறீர்கள் என்று கேட்பதாக எண்ணிக் கொள்கிறார் காரோட்டும் பெண். காரோட்டும் நேரம், தெருச்சந்திப்பு, எரியும் சிவப்பு விளக்கு இவையாவும் சேர்ந்து காரோட்டி மனதில் பாதுகாப்பு சம்பந்தமான எண்ண அலைகளை எழுப்பக் காணோம். கருத்தடை பற்றிய கருத்துக்கள் உதயமாகின்றன. இந்த அளவில்தான் உள்ளது தொழிலாளி மனதிலும் பாதுகாப்பு உணர்ச்சி. கண்ணாடி போடாமல் பலர் காயம் அடையக் காண்கிறார்கள். இருந்தும் தான் கண்ணாடி போட்டுக்கொள்ள வேண்டும் என்று எண்ணுவதில்லை.

கேள்வி : கண்ணாடி அணிந்து கொள்ளாததற்குக் காரணம் பாதுகாப்பு உணர்ச்சி இல்லாதது ஒன்று மட்டும்தானா? வேறு காரணங்களும் இருக்கலாம் அல்லவா?

பதில் : நீங்கள் சொல்லுவது சரி. வேறு காரணங்களும் இருக்கின்றன. ஒரு சமயம் கண்ணில் காயமுற்ற ஒருவரிடம் நான் சொன்னேன்: "கண்ணில் காயம் ஏற்பட்டதற்குக் காரணம் கண்ணாடி போடாததுதான்" என்று. அவர் என்ன பதில் சொன்னார் தெரியுமா "நீங்கள் நினைப்பது தவறு. கண்ணில் காயம் ஏற்படக் காரணம் கண்ணாடி போட்டிருந்ததுதான்" அதெப்படி என்று கேட்டேன் "மெஷினில் கலையும் பாகத்தி லிருந்து எழும்பிய ஒரு இரும்புத் துண்டு வேகமாய் பறந்து வந்து கண்ணாடியைத் தாக்கியது. அதனால் கண்ணாடி உடைந்தது. உடைந்த கண்ணாடித் துள் கண்ணில் விழுந்தது. அதனால் கஷ்டப் படுகிறேன்" என்று அவர் சொன்னார். எந்தெந்த வேலைக்கு எந்தெந்த வகைக் கண்ணாடி தேவை என்பதை ஆராய்ந்து தகுந்த கண்ணாடியைத் தேர்ந்தெடுக்க வேண்டும். கண்ணைக் காக்கக் கண்ணாடி போட்டேன். கண்ணாடி உடைந்து கண் போயிற்று" என்றல்லவா பல்லவி பாடுகிறார்கள். கண்ணாடி கண்ணுக்குப் பாதுகாப்பு தருகிறதோ தறவில்லையோ கண்டிப்பாகத் தருவது தலைவலி.

கேள்வி : அதாவது உடைந்து போக முடியாத வஸ்துவினால் செய்யப் பட்ட கண்ணாடி, தலைவலி தரக்கூடிய கோளாறு இல்லாத கண்ணாடி இந்த வேலைக்குத் தேவை என்று சொல்கிறீர்கள். இதைக் கவனிப்பது தொழிற்சாலை நிர்வாகத்தின் பொறுப்புத்தானே.

பதில் : பொறுப்பு நிர்வாகத்தைச் சேர்ந்ததுதான். தொழிற்சாலை நிர்வாகம் பொறுப்பை உணரவில்லை என்பது கருத்தல்ல. "கண்ணாடி போட்டிருந்ததுதான் கண்ணில் காயம் ஏற்படக் காரணம்" என்ற தவறான ஒரு எண்ணம் நிலவுகிறது என்பதைப் பற்றி சிந்தனை செலுத்த வேண்டும். கண்ணாடியா இது? நான் உன் முகத்தில் ஆட்சி செலுத்துகிறேன் என்பதை ஞாபகப்படுத்தும் முறையில் மூக்கையும் காதையும் இறுக அல்லவா பிணிக்கிறது. இதை எப்படி அணிவது என்கிறார்கள்.

கேள்வி: நிர்வாகத்தினர் இதைப்பற்றி சிந்தனை செய்வது அவசியம் என ஒப்புக்கொள்கிறேன். இத்தகைய எண்ணம் தொழிலாளர்களிடையே இருப்பது முதலில் தெரிந்தால் தானே அது ஏற்பட்டது எதனால் என்று சிந்திக்க முடியும்?

பதில்: வாஸ்தவம். “பாதுகாப்புக் கண்ணாடி கொடுத்திருக்கிறோம். ஆனால் தொழிலாளிகள் அவற்றை உபயோகிப்பதில்லை” என்பது என்று கூறுவதோடு நில்லாமல், ஏன் அவர்கள் அவைகளை அணிவதில்லை என்று அறிய முயலவேண்டும். கண்பார்வை சரியாக இல்லாத ஒருவர் கண்ணாடி போட்டிருக்கிறார். அவர் அந்தக் கண்ணாடியைக் கழட்டி விட்டு பாதுகாப்புக் கண்ணாடியையணிந்தால், பார்வை மங்கும் காரணத்தால் வேலையைச் செய்ய முடியாது. அத்தகைய தொழிலாளிக்கு அவர் களுடைய கண்ணாடிகளின் மேல் போடத் தகுந்த பாதுகாப்புக் கண்ணாடி செய்துதர வேண்டும்.

கேள்வி: பாதுகாப்புக் கண்ணாடி போட்டுக் கொள்ளாததற்குக் காரணம் என்னென்ன என்று காண்பதற்கே ஒரு ஆராய்ச்சிக் கண்ணாடி போட்டுக் கொண்டல்லவா பார்க்கவேண்டியிருக்கிறது.

பதில்: இதற்கு பெரிய ஆராய்ச்சி கண்ணாடி எதுவும் தேவையில்லை. சிந்தனைக் கண்ணைத் திறந்தாலே தெரியுமே. திறந்த கண் முன்னால் தெரிவதைக் காணும் சக்தியை சிலருக்கு இல்லையே. கண் பார்வையைப் பற்றிச் சொன்னதும் ஒரு சம்பவம் ஞாபகம் வருகிறது. கார் டிரைவர்களுக்குக் கண் பார்வை 75 அடி தூரத்துக்கு அப்பால் உள்ள ஒரு காரின் நம்பர் பிளேட்டை வாசிக்கக் கூடிய அளவு இருந்தல் அவசியம். நான் ஒரு சமயம் காரில் செல்லும்போது 75 அடி தூரத்துக்கு முன்னால் ஒரு ஜீப் செல்வதைக் கவனித்து என் பழைய டிரைவரிடம் “டிரைவர் அந்த ஜீப் புடைய நம்பர் என்ன வாசி” என்றேன். அவன் என்ன சொன்னான் தெரியுமா? “ஜீப் எங்கே சார் போகிறது?” அவனுக்குத் தூரத்துப் பார்வை மங்கல். தூரத்துப் பார்வை மங்கலான ஒருவருக்கு பார்வை தெரிவிக்கும் கண்ணாடி இல்லாவிடில் மற்றவர்கள் அல்லவா விபத்துக்குள்ளாவார்கள்.

கேள்வி: பேஷ். கண்பார்வை போன்ற உடல் அமைப்புக் கோளாறும் விபத்துக்குக் காரணமாக அமையலாம். எந்தெந்த வேலைக்கு யார் யார் பொருத்தமோ அதைக் கவனித்துத்தானே ஆட்களை வேலைக்கு அமர்த்துவார்கள் இல்லையா?

பதில்: “ஆள் பொருத்தம்” “வேலைப் பொருத்தம்” பார்த்து வேலைக்கு ஆள் அமர்த்துகிறார்களோ என்னவோ விபத்து நடந்துவிட்டால் அவன் “ஐதகப் பொருத்தம்” சரியில்லை என்று சொல்லிவிடுகிறதைக் காண்கிறோம். ஆள் பொருத்தம் வேலைப் பொருத்தம் பார்க்காவிட்டாலும் கண்ணாடிப் பொருத்தம் இருந்து கண்ணாடியும் பொருந்தியிருந்தால் விபத்து ஏற்படாது. நான்கு பேர் சேர்ந்து ஒரு கனமான சாமானை தூக்கும்போது ஒருவன் கை நழுவி விட்டுவிடுகிறான். பளு காலில் விழும்பது அவன் காலில் காயம் ஏற்படுத்துகிறது. இந்த விபத்து ஏற்படக் காரணம் இன்னதென்ன அறிய அந்தத் தொழிற்சாலைக்குச் சென்றேன். தொழிற்சாலை மாணேஜர் சொன்னார் “யார் அந்தக் குள்ளன் ராமசாமிக்கு நடந்த விபத்தா? அதற்குக் காரணம்? என்ன காரணம்: இந்தப் பசங்களை இப்படித்தான்”

கேள்வி: அவன் ஐதகக் கோளாறு என்றாரோ?

பதில்: அதைவிட ஒருபடி மேல் சென்றுவிட்டார் “எங்கள் தொழிற்சாலையில் சிலர் இருக்கிறார்கள். அவர்களுக்கு எப்பொழுதும் ஏதாவது விபத்து ஏற்பட்டுக்கொண்டே இருக்கும். விபத்து ஏற்படாமல் வேலை செய்யவே அவர்களுக்குத் தெரியாது. சாதிகளில் பல உண்டு. விபத்து ஏற்படாமல் வேலை செய்யத் தெரியாத சாதியைச் சேர்ந்தவர்கள் எங்கள் தொழிலாளிகளில் சிலர்.

கேள்வி: ஏதோ அந்த மாணேஜருக்கு தொழிலாளிகள்மேல் அவ்வளவு அதிருப்தி ஏற்பட்டிருக்கிறது. எப்பொழுதும் தொழிலாளிகளைக் குறைகூறும் சாதியைச் சேர்ந்தவர்களும் இருக்கத்தானே செய்கிறார்கள். அப்படி என்ன செய்தீர்கள்?

பதில்: நீங்கள் நினைத்தது போல் நானும் நினைத்தேன். ஆகவே கால்நசங்கிய தொழிலாளிகளோடு வேலை செய்த மற்ற மூவரையும் அழைத்து விசாரித்தேன். அவர்கள் என்ன சொன்னார்கள் தெரியுமா “யார் நம்ம கட்டை ராமசாமிதானே அடிபடுகிறது அவன் ஐன்மத்தோடு பிறந்ததுசார்” அவன் எப்பொழுதும் அப்படித்தான் நாங்கள் கூட அவனைப் பரிகாசம் செய்வதுண்டு. நீ அடிக்கடி இப்படிக்கால் போட்டுக் கொள்கிறாய். உன்னைச் சொல்லிக் குற்றமில்லை. என்னைச் சொல்லிக் குற்றமில்லை. காலம் செய்த கோலம். கடவுள் செய்த குற்றம் என்று.

கேள்வி: அவனுடன் வேலை செய்யும் மற்ற மூவரும் கெட்டையாக யிருப்பார்களோ? அவனைக் கட்டை ராமசாமி என்று கூப்பிடுகிறார்களே.

பதில்: ஆம் அதுதான் உண்மை. அதுதான் விபத்து ஏற்படவும் காரணம். ஒரே உயரம் உள்ளவர்கள் கை மட்டமும் ஒரே அளவு உயரத்தில் இருக்கும். கட்டை ராமசாமி 4½ அடி உயரம். மற்ற மூவரும் 5½ அடி உயரம். இந்த நால்வரும் ஒரு பளுவைத் தூக்கும்போது பளுவின் பாரம் பூராவும் உயரம் தணிவான ராமசாமியின் பக்கம்தான் தாங்கியிருக்கும். அதிகமான பளு தன் கையில் சார்வதால் தாங்க முடியாமல் கை நழுவி விட்டுவிட்டான் அந்தத் தொழிலாளி. அவ்வளவுதான்.

கேள்வி: குள்ளமாயிருப்பதால் இத்தகைய விபத்து ஏற்படும் என யாரால் எதிர்பார்க்க முடியும். “அடிபடுகிறது அவன் ஐன்மத்தோடு பிறந்தது என்று” மற்ற தொழிலாளிகள் சொன்னது ஒருவகையில் சரிதான். குள்ளமாய்ப் பிறந்தது அவன் தவறு? கடவுள் செய்த குற்றம்தான். இதை எப்படித் தடுப்பது.

பதில்: கனமான சாமானைத் தூக்கும்போது கவனிக்க வேண்டிய பாதுகாப்பு விதிகள் சில உள்ளன. அவற்றில் முதல் விதி சாமானைத் தூக்கத் தேர்ந்தெடுக்கும் நபர்கள். ஒரே உயரம் உடையவர்களாய் இருந்தல் வேண்டும் என்பது அப்படித் தேர்ந்தெடுத்தால் விபத்து ஏற்பட்டிருக்க தல்லவா? யாரை எங்கே வைப்பது என்பது யாருக்கும் தெரியவில்லை. நிர்வாகத்தினர் இதைப்பற்றிச் சிந்திக்கத் துவங்கும் வரையில் காத்திருக்க வேண்டாமே. மேஸ்திரியே இதைப்பற்றி சிந்தித்து விபத்து நடவா, முறையில் ஆட்களைப் பளு தூக்கவிடலாமே.

கேள்வி : முற்றிலும் உண்மை. பாதுகாப்பு எது என்பதுபற்றி ஒவ்வொருவரும் சிந்தனை செய்வது அவசியம். இந்த வேலையையே எப்பொழுதும் செய்துகொண்டிருப்பவர்களுக்கு இத்தகைய எண்ணங்கள் இயற்கையாகவே ஏற்படாதா?

பதில் : ஏற்படலாம். ஏற்படாமலும் இருக்கலாம். நேர் மாறான எண்ணங்களும் ஏற்படலாம்.

கேள்வி : விநோதமாகப் பதில் தருகிறீர்கள். நேர்மாறான எண்ணங்கள் எப்படி ஏற்படக்கூடும்?

பதில் : என் அனுபவம் ஒன்றைச் சொல்கிறேன் இதை விளக்க. ஒரு ரைஸ் மில்லில் அல்லருக்கருகில் அல்லர்மேன் வேஷ்டியும் துண்டும் அணிந்து கொண்டு ஓடிக் கொண்டிருக்கும் பெட்டுக்கும் சுழலும் சக்கரத்துக்கும் இடையே ஏதோ சரிபார்த்துக் கொண்டிருந்தார். நான் அவரை அணுகி "என்ன அப்பா பக்கத்து மில்லில் ஒருவன் உடை இழக்கப்பட்டு விபத்துக்குள்ளானது தெரியாதா? இம்மாதிரி உடை போட்டிருக்கிறாயே என்று கேட்டேன் " இம்மாதிரியான உடை போட்டிருந்தால் இவனுக்கு ஆபத்தே ஏற்பட்டிருக்காது சார். உங்களுக்குத் தெரியுமோ அந்த விபத்துக்குக் காரணம் அவன் டிரெளசர் அணிந்து சட்டைபையும் உள்ளே செருகியிருந்தான். டிரெளசர் பெட்டுக்கும் சுழலும் சக்கரத்துக்கும் இடையில் மாட்டிக் கொண்டதால் அவனையும் சேர்த்து இழுத்துவிட்டது. மூன்று மாதத்திற்குமுன் எனக்கும் இப்படி ஏற்பட்டிருக்கும். நல்லவேளை. வேஷ்டி அணிந்து இருந்தேன். பெட்டில் சிக்கிய வேஷ்டி என் உடம்பிலிருந்து அவிழ்ந்து பெட்டுடன் சேர்ந்து சுழன்றது. ஆனால் வேஷ்டியின்றி இந்தப் பக்கம் ஓடி வந்துவிட்டேன். நான் டிரெளசர் போட்டிருந்தால் பெட்டுடன் நானும் அகப்பட்டிருப்பேன் அல்லவா?

கேள்வி : ரொம்பப் புத்திசாலி. வேறென்ன : ஆனால் இந்தத் தவறான நேர்மாறான எண்ணங்கள் அவன் மனதில் ஏற்படக் காரணம் என்ன?

பதில் : புத்திசாலியோ ; புத்திகாலியோ : எனக்குத் தெரியாது. ஓடும் பெட்டுக்கும் சுழலும் சக்கரத்துக்கும் அடைப்புச் சாதனம் பொருத்ததல் அவசியம் என்பது அவன் புத்திக்கு எட்டவில்லை. அதனால் நேர்மாறான எண்ணங்கள் உதயமாகின்றன.

கேள்வி : பாதுகாப்பான உடையை ஆபத்தான உடை எனக் கருதுவதைப் பார்க்கும் போது எது சரியான பாதுகாப்பு என்பது பற்றிய தெளிவான அறிவு தொழிலாளிகளுக்குப் புகட்டுதல் அவசியம் என்பது புலனாகிறது. இந்த மாதிரி வேடிக்கையான அபிப்பிராயங்கள் இருக்கக்கூடும் என்றே நான் நினைக்கவில்லை. இப்படி அபூர்வப் பிரதிகளும் இருக்கத்தான் செய்கிறார்கள்.

பதில் : இது எங்கோ ஏதோ எப்பொழுதோ ஏற்பட்ட அபூர்வ நிகழ்ச்சி என்று எண்ணுகிறீர்கள். இரும்பைக் காய்ச்சி ஊற்றும்போது தெறிக்கும் பொறிகளிலிருந்து தொழிலாளிகளின் கால்களைப் பாதுகாக்கப் பூட்ஸ் அணியச் சொல்வது வழக்கம். பொதுவாக அவர் தன் பூட்ஸ் அணிந்து கொள்ளாமலே வேலை செய்வார்கள். ஒரு சமயம் நான் அவர்க

ளில் சிலரைக் கேட்டேன் " ஏன் காய்ச்சிய இரும்பை ஊற்றும்போது பூட்ஸ் அணியவில்லை " என்று. ஒருவர் சொன்ன பதில் : "தெறிக்கும் பொறி காலில் விழும்போது கால் வெந்து போகாமல் தடுப்பதற்காகவே நாங்கள் பூட்ஸ் அணிவதில்லை. ஏனென்றால் சில சமயங்களில் தெறிக்கும் பொறி காலுக்கும் பூட்சுக்கும் இடையே உள்ள சந்தில் விழுவதுண்டு. அந்த நேரத்தில் தான் பூட்ஸிலுள்ள கயிற்றினுடைய முடிச்சம் இறுகிப் போகும். அவிழ்க்க நேரமாகும். அதற்குள் பொறியினால் கால் வெந்து போகும். காலில் பூட்ஸ் இல்லாவிட்டால் காலை உடனே உதறிவிடலாம்". பூட்ஸ் அணிவதால் கால் வெந்து போனாலும் வெந்து போகாவிட்டாலும் நாள் பூராவும் அணிய வேண்டியிருப்பதால் கால் வெதும்பிப் போவது நிச்சயம் "

கேள்வி : சொல்லும் காரணம் சரியாகத்தானே தோன்றுகிறது. எனவே இவ்வேலையைச் செய்பவர்கள் சலபமாகக் கழட்டக் கூடிய பூட்சுகள் அணிந்தால் நல்லது எனத் தோன்றுகிறது. காலளவு பார்த்து பூட்ஸ் செய்து கொடுத்தல் வேண்டும்.

பதில் : அதுமட்டுமல்ல. காய்ச்சிய இரும்பை ஊற்றுபவர்கள் டிரெளசருக்கு மேல்தான் சட்டையைக் தொங்கவிடவேண்டும். முழுக் கால் டிரெளசர் பூட்ஸின் விரிம்பு மறைக்கும் அளவுக்கு நீளமாகப் போட வேண்டும். தொழிலாளிகள் தெரிந்துகொள்ள வேண்டிய விஷயங்கள் இப்படிப் பல இருக்கின்றன.

கேள்வி : நீங்கள் சொல்வதைப் பார்த்தால், தொழில் அனுபவம் பெற்றால் மட்டும் பாதுகாப்புப் பற்றிய அறிவு வராது. பாதுகாப்புக் கென பிரத்தியேகமாக ஆராய்ச்சி செய்தல்லவா தொழிலாளியின் நடை உடை பாவனைகளைச் செப்பனிட வேண்டியிருக்கிறது.

பதில் : சுருங்கச் சொன்னால் பாதுகாப்பான வாழ்வு வாழ சிந்தனையும் ஆராய்ச்சியும் பெருகவேண்டும். தொழிலாளர்கள் விரும்பிப் போட்டுக்கொள்ளாதது கண்ணுக்குக் கண்ணாடி, காலுக்கு பூட்ஸ், கைகாக்கும் உறை. தொழிலாளர்கள் விரும்பிப் போட்டுக்கொள்வது விரலில் மோதிரம், கையில் கடிசாரம், உடலில் நீண்டு தொங்கும் புஷ்கோட் உடை, விரும்பிப் போட்டுக் கொள்ளாததும் விபத்தைத்தரும். விரும்பிப் போட்டுக்கொள்வதும் விபத்து தரும். விருப்பு வெறுப்பு நீக்கி எது பாதுகாப்பானது என ஆராய்ந்து அதைச் செய்யத் தொழிலாளிகள் முன் வரவேண்டும்.

வணக்கம், வணக்கம், நன்றி.

Radio talk given by Sri S. Paramanayakam, Superintending Inspector of Factories (Accident Statistics and Research), Madras on 1-1-1964.

— (By Courtesy, All India Radio, Madras)

INDUSTRIAL SAFETY

Fatal Accident Due to Splashing of Molten Metal.

In an engineering factory, a morgan crucible of 150 Kg. capacity was being used to melt cast steel. After the charge was melted, the crucible was taken by 4 workers. The crucible was to be placed on the holder. While the crucible was being taken and placed on the holder, it cracked and molten metal splashed out. The clothes of the workers on whom the metal splashed caught fire and all the 10 workers who were in the neighbourhood received severe burn injuries. They were immediately removed to the hospital where one of the workers expired after about a month on account of the injuries received.

To avoid recurrence of such accident in future, the management was advised to provide mechanical lifting and tilting devices for handling of such heavy crucibles. The management was also advised to provide protective clothing of fire-proof material to workers doing such jobs.

(Information sent by the Chief Inspector of Factories, Maharashtra)

Hand Caught in Tea Roller.

Tea leaves were being fed in the Retorvane Tea Roller by means of a belt conveyor. The leaves from the belt conveyor fell into the hopper fitted on the screw conveyor cylinder, from where the leaves were conveyed and crushed inside the roller. Normally there was no possibility of worker inserting his hand in the screw conveyor area, as the feeding was done mechanically by a belt conveyor. Sometimes the workers smear water on the falling leaves in the hopper and while doing so, a worker inserted his hand in the hopper resulting in his hand being caught in between the moving screw conveyor and fixed portions of the cylinder. His hand had to be amputated.

The possibility of an accident in the nip between the screw conveyor and fixed portions of the roller had not been visualised in this case as the feeding was by means of belt conveyor into the hopper and not by hand. This accident amply proves that guarding by position does not afford complete safety for the operatives. To rely on human element, for being safe, often leads to accident of this kind. Therefore the management was advised to provide a wire mesh guard on the opening of the hopper.

(Information sent by the Chief Inspector of Factories, Madras).

Gassing Accident.

In a chemical factory, there were two semi-water gas producers which were alternately stopped for periodical cleaning. Accordingly one of the generators was stopped and after the various connections had been isolated from the running system, the repair work on the idle generator was undertaken by workers employed inside the generator on repairing the brick work. Connections of the generator with the running system were isolated by inserting blank flanges but at the point where it was connected to the gas

holder through the gas scrubber, only a distance piece of 530 mm. length was removed. There was a water seal provided at the bottom of the scrubber which prevented gas coming back from the scrubber. Somehow apparently through a mistake of the operator, the water seal was broken with the result that the semi-water gas containing a high percentage of carbon monoxide rushed back to the generator, jumping over a vacant space of 530 mm. and entered the pipe leading to the generator, where the workers were engaged on repairs. Three workers who were working near the place where the gas entered and were farthest from the exit, died and 28 others were affected. The persons thus affected included also some who tried to rescue others. To prevent recurrence of such accidents, fool-proof precautions have been suggested such as blank flanging of pipe openings besides removal of distance pieces and locking of the valves controlling water seal.

(Information sent by the Chief Inspector of Factories Uttar Pradesh)

Explosion in Boiler Furnace.

A furnace was in use which burned pulverized coal blown in by means of hot air, and there were four oil burners near the ignition point to stabilize ignition. Difficulty was being experienced because the coal was rather wet and would not leave the bunker to pass into the pulverizing mill; as a result it became difficult to keep the mill going. The fire went out for about 40 or 50 seconds and then re-ignited. In this period the flue had become filled with pulverized coal, and when the ignition returned there was an explosion which caused much damage to the furnace. Fortunately no-one was injured.

When mixed with certain proportions of air pulverized coal, and other common fuels such as gas and oil, form an explosive mixture, and it is imperative that when a furnace has gone out it should be purged of fuel before any attempt is made to relight it.

(Industrial Accident Prevention Bulletin, London April 63).

Source: [Industrial Safety and Health Bulletin July to September 1963]

INDUSTRIAL RELATIONS

January 1964.

The labour situation in the State was satisfactory. There were 7 strikes in Textile Mills and 8 strikes in other industries during the month of January, 1964. The number of workers affected by the strikes in textile mills was 1395 and in other industries it was 2308. Out of the 7 strikes in textile Mills two strikes were continuing at the end of the month. 5,557 mandays were lost due to the 5 strikes in textile mills which ended during the month. Out of the 8 strikes in other industries 3 strikes were continuing at the end of the month. 2,479 mandays were lost due to the other 5 strikes. The details of the strikes are as follows:

TEXTILES

About 95 out of 185 workers of Sri Lakhminarayanan, Textiles, Palladam, who struck work on 11-12-63 following a dispute over the action taken against a worker and over the allocation of frames to spinners, resumed work on 1-1-64, on the advice of the Labour Officer. As a result of the strike, 90 workers were also indirectly affected.

All the 281 workers of Gitanjali Mills Ltd. Sankarankoil who struck work on 24-12-63 at 7.00 a.m. as a protest against the suspension of five women workers resumed work on 16-1-64 on the mediation of the Labour Officer.

About 239 out of 714 workers of Sri Ramakrishna Mills (Coimbatore) Ltd., Ganapathy P.O. struck work on 26-1-64 at 11-30 a.m. as a protest against the suspension of a worker pending enquiry. As a result of the strike 374 workers were also indirectly affected. The strike was continuing at the end of the month.

About 24 out of 257 workers of Sri Gopalakrishna Mills (P) Ltd., Ganapathy P.O. struck work on 3-1-64 demanding implementation of the award given by the Hon'ble Chief Minister for the New Mills. The workers resumed work on 10-1-64 as a result of direct negotiation. As a result of the strike 188 workers were also indirectly affected.

About 56 out of 835 workers of the Jayalakshmi Mills Ltd., Singanallur struck work on 17-1-64 as a protest against the action of the management in withdrawing a doffing boy to collect empty bobbins. The workers voluntarily resumed work on 18-1-64.

About 21 out of 702 workers of Sri Balasubramania Mills, Singanallur struck work on 25-1-64 as a protest against the suspension of 5 roving doffers. As a result of the strike 15 workers were also indirectly affected. The strike was continuing at the end of the month.

About 8 out of 124 workers of Southern Textiles sulur struck work on 24-1-64 at 1-00 p.m. as a protest against the posting of one temporary worker in the shift. The workers voluntarily resumed work on the same day at 3-00 p.m. As a result of the strike 4 workers were also indirectly affected.

OTHERS

About 386 out of 701 workers of Akkamalai Estate struck work on 15-1-64 at 8-00 a.m. as a protest against the refusal of the management to grant unpaid leave on 15-1-64. The workers resumed work at 5-00 p.m. on the same day voluntarily.

All the 40 workers of G.M. Vyas & Co. Coimbatore C/o Sri Ram Cotton Press, Coimbatore struck work on 9-1-64 at 8-30 a.m. as a protest against the suspension of 3 workers. The workers resumed work on 18-1-64 at 8-30 a.m. on the mediation of the Labour Officer.

All the 700 workers of Best & Company (P) Ltd., Madras-21 struck work on 21-1-64 at 3-00 p.m. as a protest against the suspension of a worker pending enquiry. The strike was continuing at the end of the month.

About 167 out of 480 workers of K.C.P. Ltd., Central Workshop struck work on 4-1-64 as a protest against the change in shift timings. The workers resumed work on 18-1-64 on the mediation of the Assistant Commissioner of Labour III.

About 94 out of 509 workers of Imperial Tobacco Company of India Ltd., Madras-19 struck work on 7-1-64 as a protest against the alleged assault on a worker. The workers resumed work on 8-1-64 on the mediation by the Labour Officer.

About 31 out of 65 workers of Indian Standard Metal Company Ltd., Madras-19 struck work on 29-1-64 as a protest against the action of the management in not conceding their demands. As a result of the strike 34 workers were also indirectly affected. The strike was continuing at the end of the month.

About 839 out of 1,300 workers of Southern Structurals Ltd., Pattabiram struck work on 29-1-64 as a protest against the action of the management in not conceding their demands. The strike was continuing at the end of the month.

About 17 out of 49 workers of M. R. Venkatachala & Co. Madras-21 struck work on 7-1-64 as a protest against the dismissal of a worker. The workers resumed work on the same day.

CENTRAL SPHERE

1. General:

- (a) The annual general verification of membership of trade unions affiliated to the four All India Central Organisations is under progress.

- (b) Regional Labour Commissioner (C) Attended the Madras Dock Labour Board meeting and the State Labour Advisory Board meeting on 2-1-1964 and 16-1-1964 respectively.

2. Conciliation :

- (a) The Conciliation Officer (Central) Madras held conciliation proceedings in the dispute between M/s. Gordon Woodroffe & Co., (Madras) Private Ltd., Madras and the Madras Harbour Workers' Union, Madras over a charter of demands relating to revision of scales of pay, enhancement of Dearness Allowance etc. and brought about a settlement on 4-1-1964.

- (b) The following disputes were settled otherwise than in conciliation :

- (i) Between the Garrison Engineer, M. E. S., Madras and the southern Region M.E.S. Employees Union, Madras-11 over alleged wrongful transfer of Sri R. Dorairaj Khansama, Chowkidar.
- (ii) Between M/s. Burn & Co. Ltd., Salem and the Magnesite Workers' Union, Salem over reinstatement of two employees.
- (iii) Between M/s. Burn & Co. Ltd., Salem and the Magnesite Workers' Union, Salem over certain demands.
- (iv) Between the Shyama Magnesite Mines, Salem and the Magnesite Workers' Union, Salem over demand for service amenities.
- (v) Between the Vulcan Insurance Co. Ltd., Madras and the Vulcan Insurance Co. Ltd., (Staff Union) Bombay over alleged wrongful retrenchment of clerks at Madras Region.
- (vi) Between the Indian Bank Ltd., Madras and the Indian Bank Employees' Union, Madras over alleged victimisation and transfer of Shri K. G. Narayanaswamy and Shri Sivasubramaniam General Secretary and Treasurer of the Union respectively.
- (vii) Between the Canara Industrial and Banking Syndicate Ltd., Madras and the Madras State Bank Employees Federation, Madras over alleged victimisation and transfer of Sehri V. Prabhakar Shet, Clerk and Joint Secretary of the Union.

3. Strikes and Lockouts : One.

4. Threatened Strikes and Lockouts : One (hunger strike)

5. Particulars Regarding Disputes Received :

- (a) Number of Industrial disputes pending at the beginning of the month :

- | | |
|--|-----|
| (b) Number of Industrial disputes received during the month : | 8 |
| (c) Number of Industrial disputes settled / disposed of during the month : | 11 |
| (d) Number of threatened strikes : | 1 |
| (e) Number of which materialised : | Nil |
| (f) Number of draft Standing Orders certified ; | Nil |

STATE SPHERE :

The Conciliation Officers enquired into and settled 510 disputes during the month of January, 1964. Of these 74 were industrial disputes in which settlements were recorded under section 12(3) of the Industrial Disputes Act, 1947.

ADJUDICATION UNDER THE INDUSTRIAL DISPUTES ACT 1947

The Government referred 11 industrial disputes (in which settlements could not be brought about by conciliation) for adjudication by the Industrial Tribunal, Madras and the Labour Courts, Coimbatore Madras and Mudurai. The details of the disputes referred for adjudication are published in the statistical part of this journal. 23 awards given by the Industrial Tribunal, Madras, and the Labour Courts on the Industrial Disputes referred for adjudication are published in the Fort St. George Gazette during the month of January 1964.

WELFARE

The Employment situation in the State during January 1964 has been a little more favourable than in the previous month. Relatively less registration, fewer placements, smaller live register were the features of the employment situation in the State. The Co-efficients of notified vacancies to registrations and placements to registrations stood favourably at 24.7 and 17.1 compared with 23.6 and 16.1 respectively in December 1963.

Shortage of suitable and willing applicants was experienced in the following occupations:—Medical practitioner pharmacist, B. T. Assistant (Maths, Social and Science), Tamil Pandits Grade I and II, Steno typist, Physical Education Teacher, electrician, laboratory technician, tractor driver, crane operator and drughtsman (civil).

Under the Employment Market Information Scheme questionnaires for the enquiry for the Quarter ended 31-12-'63 have been issued to the employers. 3,904 employers in the public sector and 11,488 employers in the private sector were addressed for this enquiry and the percentage of response from the public and private sector as on 31-1-64 was 77.51% and 71.3% respectively. A report on occupational pattern of employees in private sector as on 30-9-'61 was issued.

Under the occupational Information, 28 occupations coming under families 772, 790, 840, 842, 843 and 849 were taken up as original work.

The detailed draft definitions together with the work schedules were sent to Government for onward transmission to D.G.E. & T. New Delhi. This total includes 2 occupations newly identified. Study in respect of 6 occupations was not possible due to non-availability of facilities.

The activities of the Youth Employment Service / Employment Counselling Units attached to the Employment Offices, Madras Madurai, Trichy, Coimbatore, Vellore and Cuddalore included among others the following items of work :

Details.	Madras.	Madurai.	Trichy.	Coimba- tore.	Vellore.	Cudda- lore.
1. No. of applicants given group guidance.	5654	678	158	900	246	414
2. No. of youths and adults given individual guidance.	22	12	25	-	-	24
3. No. of applicants provided with guidance information.	470	590	195	660	216	204
4. No. of applicants placed on jobs as a result of individual guidance.	3	15	7	-	-	-

The employments officer for the Physically Handicapped persons registered 22 applicants (7 blind, 3 deaf mutes and 12 orthopaedically handicapped) and placed 9 applicants (1 blind, 6 deaf-mutes and 2 orthopaedically handicapped) in employment during the month. The live register of this office at the end of January 1964 stood at 355 comprising 112 blinds 82 deaf and deaf mutes and 161 orthopaedically handicapped.

The Employment Bureau for Highly Qualified Applicants, Madras registered 174 men and 17 women applicants. It also placed 23 men and 4 women applicants in employment during January 1964. On the last day of the month under report, 1240 applicants remained on Live Register of this Bureau, the number of women among them being 115.

The activities of the Employment Information and Assistance Bureau functioning in Ramanathapuram, Salem, Tirunelveli and Coimbatore districts are as follows :—

Details of work	Total number of applicants
1. Interviewed and Counselling.	871
2. Registered.	450
3. Registrations renewed.	265

The registration units attached to the Employment Offices, Ramanathapuram and Salem, registered 169 applicants and effected 601 renewals during January 1964.

EMPLOYEES PROVIDENT FUNDS' ACT

1. During the month of January 1964 the Employees Provident Funds Act 1952 was extended to the Paints and Varnish Industry and Bone Crushing Industry. The Act applies to these Industries with effect from 31-1-'64.

2. 61 Factories' establishments were brought under the Employees' Provident Funds Act 1952 during the month of January 1964 thus bringing the total No. of covered establishments to 2979.

3. A total sum of Rs. 35,08,450-47 (excluding the refund of loans and previous accumulations etc. amounting to Rs. 2,40,750-99) was received as employees' and employers' share of contributions to the Fund during the month.

4. The total No. of employees in the Madras State at the end of January 1964 was 3,66,031.

COMMITTEES, CONFERENCES ETC.

Seminar on Employment Market Information.

At a five day seminar of the State Employment Market Information Officers inaugurated by the Union Minister of Labour and Employment, Sri D. Sanjivayya, decisions were taken about a number of improvements in the techniques and procedures for adoption in the collection and analysis of employment market information keeping in view the needs of various users.

Besides Sri S. Abdul Qadir, the Director-General of Employment and Training, experts in the field of manpower and employment addressed the seminar and gave valuable suggestions for better analysis and study of employment market information now collected by the State Employment and Market Information Units throughout the country.

Sri Qadir, while giving the valedictory address, said that the time had come when employment service had to develop more as an employment information agency than as a mere placement service. He requested the Employment Officers to develop effective contacts with the employers in their areas with a view to rendering efficient service and collecting accurate information about the employment trends and shortages experienced by them.

He observed that there was a need for wider publicity of the EMI programme and suggested that the analysis and use of EMI data should be made the subjects of research in the universities and that the Employment Officers should establish contacts with university professors for this purpose.

It was decided that during the current year, the State Employment Market Information Units would undertake special studies to determine whether the training programmes had been adequate to meet the needs of certain developing industries in so far as professional workers and craftsmen (in selected occupations) were concerned and to examine the employment and unemployment trends in the rural areas.

Sitra's Fourth Technological Conference

The Fourth Technological Conference of the SITRA took place on 19 and 20 February 1964. The objectives of the conference were to apprise the textile industry of the research work that was being carried out by the SITRA and to bring the managements, technicians and research workers together to exchange their experiences and discuss the best methods of applying the results of research to industry.

Reviewing the activities of SITRA during the previous year, Sri K. Sreenivasan, the Director, observed that some of the studies which were of a general and scientific nature were presented at the joint conference of

ATIRA, BTRA and SITRA held in December, 1963 at SITRA and that the present conference referred only to those aspects of work which were not covered at the earlier conference.

The work in respect of upgrading of Indian cotton by combing, a survey of Interfirm Comparison of Costs and Profits, the training of technical personnel from mills, government officials and representatives of handloom weavers were among the subjects discussed.

In his presidential speech, Sri Ponnuswamy Chettiar suggested that the study of Inter-firm comparison of costs and profits may be made an annual feature like the productivity surveys made by SITRA so that managements would be in a position to critically evaluate and compare their performance with that of others in the same industry. He suggested that if a certain proportion of machine capacity being kept idle was inevitable due to technological reasons such as maintenance, etc., it was desirable that standards should be set for such losses and strictly followed. Inviting attention to the setting up of a Second Wage Board for the textile industry, Sri Ponnuswamy Chettiar remarked that with increasing cost of material, power, provident fund, stores etc., the industry was finding it difficult to make both ends meet. He cautioned that the mills should pay very close attention to their costs and productivity of labour as well as managerial productivity.

Sri G. K. Devarajulu inaugurating the conference observed that the textile industry was passing through a difficult period. He listed shortage of cotton, unsatisfactory supply position of textile machinery and mounting cost of production as some of the major problems which beset the industry. In this connection, he observed that most of the countries were using about 30 per cent of man-made fibres and 70 per cent of cotton while in India they were consuming only 6 per cent of man-made fibres as against 94 per cent of cotton. He observed that if manmade fibres were to establish themselves and command a permanent market, it must be on the basis of their consumer appeal, quality, durability and price. He regretted that inadequate research was carried out in respect of designing of textile machinery and emphasised the importance of intensive research and its application to every aspect of manufacture.

EMPLOYEES' STATE INSURANCE SCHEME.

The twenty-seventh meeting of the Employees' State Insurance Corporation held under the chairmanship of Sri D. Sanjivayya, Union Minister of Labour and Employment, reviewed generally the progress made in the construction of hospitals and dispensaries under the Employees' State Insurance Scheme in the various States and sanctioned necessary funds for the purchase of lands, construction of new buildings etc.

The meeting approved in principle the proposal for the programme of research for study of problems of industrial medicine and hygiene. The research measures will be initiated in the Employees' State Insurance hospitals and the cost will be met solely by the Corporation.

One of the important decisions taken by the Corporation was the grant of extended sickness and medical benefit to insured persons suffering from

certain morbid conditions, that is, paraplegia and hemiplegia, chronic congestive heart failure, immature cataract with vision 6/60 or less, certain kinds of anaemia, chronic filariasis with obstructive syndrome, cirrhosis of liver with ascitis, non-specific ulcerative colitis and lung abscess on the same scale, and subject to the conditions as in case of tuberculosis, leprosy, mental and malignant diseases etc. for which extended sickness benefit at full sickness benefit rate and medical care are already available to the insured persons.

Sufferers from all such prolonged diseases will now be placed on cash benefit at the full sickness benefit rate for a maximum period of 365 days.

The meeting decided that adequate arrangements for dental services under the Employees' State Insurance Scheme may be made by setting up a dental clinic at each Employees' State Insurance Hospital having 50 or more beds and at the diagnostic centres, wherever possible.

To begin with, 14 such clinics are expected to be established in the existing Employees' State Insurance hospitals at Bombay, Bangalore, Kanpur, Madras and Monghyr and in the diagnostic centres at Bombay and Delhi.

These dental clinics will provide treatment for all dental conditions. Artificial teeth will, however, be provided to insured persons at no-profit-no-loss basis, except in case of loss of teeth due to employment injury for which free dentures are already supplied at the sole cost of the Corporation.

A pilot project of health education comprising of a separate Health Education Unit at the headquarters of the Corporation, in addition to a pilot scheme for health education in the two implemented areas of Delhi and Kanpur, was also approved by the Corporation.

INDUSTRIAL MANAGEMENT

Addressing a group of young engineers selected by the National Productivity Council for six months' advanced training in Production Management in France, Sri J. M. Srinagesh until lately Chairman, Hindustan Steel, raised the question as to whether the objective of an organisation should be peak performance, happiness or satisfaction. He observed that in a business or manufacturing enterprise peak performance should obviously be the ultimate goal. But how did one achieve this peak performance? It was the job of the manager, he said, to create an urge in his men to do better and better everyday. The manager should be able to motivate his men to work to standards set not by the boss but to self set standards. For this, the manager had to generate a sense of participation and if necessary, organise for a feeling of discontent, not the discontent felt by unrequited demands—not the discontent felt by frustration that so often occurred due to non-recognition of talent and achievement, but a divine discontent, a discontent which was not satisfied with the performance of today but aimed at achieving a greater degree of perfection.

Elaborating his point regarding self-set standards, Sri Srinagesh said that man could work better, when he was a party to the setting of the goal, or, at least felt that he was. It was for the manager to bring about a situation in his concern where each individual was motivated to set for himself a standard and goal within the overall objectives of the company. The worker would himself aim at achieving that standard and perhaps seek to surpass it.

INTERNATIONAL LABOUR ORGANISATION

World Labour situation in 1963

The statistical data released recently by the International Labour Office indicate that the world labour situation in 1963 followed the pattern of the previous years: continued improvement in industrialised countries, a generally stagnant situation in the developing countries.

In the industrialised countries, the overall level of employment is rising and unemployment (except in a few cases) is diminishing; weekly hours of work are going down; money wage increases generally exceed rises in consumer prices despite the fact that prices have been increasing at an accelerating rate in most cases.

Figures relating to the developing countries are spotty. Nevertheless, the available data show that the workers in these countries continue to suffer from widespread unemployment and underemployment, often accompanied by price increases reaching as high as 40, 80 or even over 100 per cent. The gap between the situation of workers in industrialised and developing countries is thus widening.

The total number of employed persons reached new record levels in 1963 in almost all of the industrialised countries. Employment in manufacturing continued to increase, except in a small number of European countries and in Argentina. In several countries, however, the rate of increase was somewhat slower than in 1962. In the industrialised countries, workers in agriculture and mining continued to move into other economic sectors.

Unemployment was, as in previous years, unevenly spread in the world. As a result of favourable conditions, it has fallen in a number of countries (most of the industrialised countries of Europe and Japan), virtually to a rock-bottom level. In fact, many European countries have had to cope with a shortage of manpower; this problem was particularly acute in the Federal Republic of Germany and in Switzerland. Scattered and incomplete data from the developing countries indicate that unemployment and especially underemployment remained at a very high level, largely as a result of the increasing population.

The rise in consumer price was slightly more rapid in 1963 than in the previous year in most of the countries surveyed; however, in one country out of five the rise slackened.

The sharp price increases observed in previous years continued their upward spiral in several developing countries, especially in Latin America.

Money wages increased in virtually all the countries for which data were available. In most cases, the rise in money wages was greater than the rise in consumer prices. As a rule, average weekly earnings did not increase as much as hourly earnings—an indication of a shorter working week. The earnings of women workers increased faster than the earnings of men workers in most of the European countries for which separate statistics were available.

These general remarks can be spelled out a little more fully as follows :

As in previous years, the general level of employment went up in all countries for which figures were available, with the exception of Finland and the United Kingdom, where very slight declines were recorded. In June 1963, the total number of employed persons in the United States went above the 70 million mark for the first time.

Employment in agriculture fell off in most countries. The decline was particularly perceptible in Austria, Czechoslovakia, France, the Federal Republic of Germany, Italy, the Netherlands, and the United States.

Employment in manufacturing increased in most of the countries for which data were available.

Consumer prices increased in almost all the 101 countries for which data were available, in most of them, the rate of increase was higher in 1963 than in 1962.

Statistics on wages were available from about 30 countries only. In all but one, average money wage increased, the range being from 0.6 per cent. in the Philippines (non-agricultural sector) to 39.7 per cent, in Colombia (manufacturing).

Money wages in manufacturing increased by more than 20 per cent. in 4 countries—Argentina, Chile, Colombia and Yugoslavia. Increases exceeding 10 per cent. but less than 20 per cent. occurred in 5 countries—Italy, Israel, Japan, Mexico and South Korea. In 9 countries—Belgium, Finland, France, Federal Republic of Germany, the Netherlands, Norway, Philippines, Puerto Rico and Sweden—money wages were between 5 and 10 per cent. higher in 1963 than in 1962. Money wages increased from 2 to 5 per cent. in Bulgaria, Canada, Ireland, Hungary, Poland, Puerto Rico, the United Kingdom and the United States. Low rates of increase (between 1 and 2 per cent.) were reported from Australia, China (Taiwan) and New Zealand. In Czechoslovakia, the average level of wages was 1 per cent. less during the first six months of 1963 than during the corresponding period of the previous year.

AWARDS AND AGREEMENTS

IN THE HIGH COURT OF JUDICATURE AT MADRAS

(Appellate Jurisdiction)

Wednesday, the Eleventh day of December, One thousand nine hundred and sixty three. (20th day of Agrahayana, 1885 Saka.)

Present :

The Honourable Mr. S. Ramachandra Iyer, Chief Justice

and

The Honourable Mr. Justice Ananthanarayanan.

Writ appeal No. 285 of 1962.

- | | |
|---|------------------------------------|
| 1. The Tamil Nad Electricity Workers Federation
by its General Secretary, S. C. Krishnan | } <i>Appellee</i>
(Petitioners) |
| 2. Madras Electricity Workers Union by its
General Secretary S. C. Krishnan | |

Versus

The Madras State Electricity Board by its Chairman	<i>Respondent.</i>
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Appeal under Clause 15 of the Letters Patent against the Order of the Honourable Mr. Justice Veerasamy dated 1-3-1962 and made in the exercise of the Special Original Jurisdiction of the High Court in writ petition No. 45 of 1962 presented under Article 226 of the Constitution of India to issue a Writ of Mandamus to the respondent to forbear from implementing or enforcing in any way the Respondent Board's proceedings No. 2794 dated 28-12-1961 in so far as they alter the service conditions of the workman of the Respondent relating to the Dearness Allowance, Casual leave and National and Festival Holidays.

*Order :—*This writ appeal coming-on for hearing on Wednesday 28-8-1963, Thursday 29-8-63, Friday 20-9-1963 Friday 11-10-63 and Friday 29-11-1963 upon perusing the Grounds of Appeal the Order of the Honourable Mr. Justice Veerasamy dated 1-3-1962 and made in the exercise of the Special Original Jurisdiction of the High Court in Writ Petition No. 45 of 1962 and all other papers material to this case, and upon hearing the arguments of Mr. V. G. Row for Row and Reddy, Advocates for the Appellants and of Advocate General for Mr. T. Chengalvarayan, Advocate on behalf of the Respondent, and having stood over for consideration till this day, the Court made the following Order :—

(Judgment of the Court delivered by Ananthanarayanan J.)

The Tamilnad Electricity Workers Federation, represented by its General Secretary, and the Madras Electricity Workers Union also represented by its General Secretary, have instituted this appeal from the Judgment of Veerasamy J, in W. P. No. 45 of 1962. In that proceeding, these appellants sought the issue of writ of mandamus to the Madras State Electricity Board (Respondent), to forbear from implementing its proceedings No. 2794 dated 28-12-1961, in so far as those proceedings altered the service conditions of the workmen of the Board relating to Dearness Allowance, Casual Leave, and National Festival Holidays. The learned Judge (Veerasamy, J) declined to issue the writ, upon grounds set forth by him in his judgment under appeal.

Before proceeding to the central issues that arise for our determination, within the compass of the present appeal we shall first set forth, in a condensed form, the events that led to the impugned proceedings of the Madras State Electricity Board (Respondent). This board was constituted with effect from first July, 1957, and the employees in the Electricity Department of the Government thereupon became employees of the Board under Section 79 (c) of the Electricity (Supply) Act, 1948, the board adopted the prior conditions of service of these employees, as applicable to them, as Transitory Regulations. After the appointment of a Negotiating Committee between the members of the appellant Labour Unions and the Board (Respondent), an agreement came into existence on 3-2-1959, which covered all categories of workers, and related to such matters as Pay Scales, Dearness Allowance, etc., It is important to note that there was no determined period of duration for this agreement. After this there were two main developments in the relations between the Board and the Labour Unions, which were distinct. With regard to an alleged increase in the hours of work directed by the Board (respondent), the Union instituted W. P. No. 727 of '60 on the ground of violation of section 9A of the Industrial Disputes Act. A petition for stay in that proceeding, C.M.P. No. 4630 of '60 resulted in a stay which was vacated on an assurance by the Board with regard to notice under section 9A of the Act. Ultimately, upon this aspect or development, there was an agreement between the Board and the Federation of the employees, accepting certain changes in the hours of work, in accordance with section 12 (3) of the Act. The consequence was that W. P. No. 727 of 1960 became infructuous and was dismissed as such in November, 1961.

Parallel with this, there was another development, namely in November-December 1960 the Board issued notices under section 9A, first, for reduction of National and Festival Holidays and restriction of casual leave facilities; and secondly, to effect a change in Dearness Allowance by merging it with pay, coupled with revision of House Rent Allowance. There was opposition to these proceedings from the Unions and conciliation was commenced. The Board tentatively agreed not to give effect to the proposed changes, and further talks were adjourned. There was an attempt by the Unions to raise an Industrial Dispute over this matter, but on 29-4-1961 the Government by G. O. Ms. No. 3441 (Labour) declined to make a reference under section 10 (1) (c) of the Act on the two main grounds of the pendency of W. P. No. 727 of 1960 in this Court, and the fact that the agreement dated 3-2-1959 relating to Dearness Allowance was still in force. On

31-10-1961, the Federation of Workers sent a letter to the Respondent Board, terminating the agreement dated 3-2-1959, as between the parties, by giving notice of two months under section 19 of the Act. While matters stood thus, on 28-12-1961 the Board issued the impugned proceeding to which some separate reference now becomes essential.

These proceedings included within their scope several matters relating to the service terms and conditions of the workman, such as Dearness Allowance, Pay Scales, National and Festival Holidays, Casual leave, etc., But the points for special mention are those. In accordance with paragraph 8 of the proceedings, existing employees who did not opt for the offer contained in the proceedings, within the time granted therein, were to continue to be governed by the status quo as regards all their service conditions. The option was to be exercised in the form of a declaration in writing to be given "within 21 days from the date of this Notice". The declaration once made was final, and if an employee did not sign the declaration within the time, it was to be presumed that he did not wish to opt out of the terms prevailing up to the offer. Under this offer, a portion of the Dearness Allowance was merged with the pay scales apparently in conformity with certain recommendations of the Pay Commission, but according to the Board (Respondent) the entire offer was conceived in such manner, including the issue of Dearness Allowance, as to constitute a substantial benefit or increase in emoluments and conditions of service, in favour of the worker. On 3-1-1962 the Labour Unions issued a notice of strike, and it is contended that, with effect from 4-1-1962, conciliation must be deemed to have commenced in accordance with the provisions of section 20 (1) of the Act.

We are now in a position to come to the crux of the controversy, and the grounds are the same as those which were pressed before the learned Judge. According to the Appellant Unions, the proposals of the Board, though they may constitute a "Package deal" in which there are certain concessions favourable to the workman, were detrimental to the workmen in so far as Dearness Allowance, National and Festival Holidays and Casual leave facilities are concerned, and are in violation of section 9-A of the Act, since the proceedings, which effect a change in the conditions of service, as soon as they come into effect, were not issued with the notice statutorily required. Next, they are violative of section 19 (2) of the Act, to the extent that there was the prior agreement governing the conditions dated 3-2-1959. Lastly, they are in violation of Section 33 (1) of the Act, for the conciliation proceedings must be deemed to have commenced as soon as the strike notice was received by the Board (4-1-1962). Though, at the first blush, it might appear as if these are, all of them purely grounds relating to the applications of certain provisions of statute to facts concerning which there is no dispute, the arguments really involve for deeper and more significant implications than are apparent on the surface. The second ground, namely, that relating to the alleged violation of section 19 (2) of the Act, is within a very restricted compass, and was not pressed with any elaboration before us. We think it is sufficient for us to observe that there is no violation of sec. 19 (2) of the Act, as the earlier agreement ceased to be binding on and from 2-1-1962 as the learned Judge (Veerasamy, J) has pointed out. But the first and the third grounds, which are really interlinked, involve certain aspects of great significance, in the context of the present facts, with regard to the relationship between the Employer and the Federations of workmen. Hence, we do not think that any apology is needed for dwelling upon these aspects at some length.

In *Northbrook Jute Co. v. Their Workmen* (1960 I.L.L.J, 580) the Supreme Court had occasion to consider the relationship of section 9-A to section 33, and the different stages to which section 9-A refers. The material part of section 9-A has been reproduced in that judgment, as well as by Veerasamy J. But it is essential to set this forth here also, for a great deal of the argument turns upon the construction and phraseology of the material part of section 9-A, and, similarly, of section 33 (1). The material part of section (9-A), needed for our purpose, runs as follows:—

“No employer, who proposes to effect any change in the conditions of service applicable to any workmen in respect of any matter specified in the Fourth Schedule, shall effect such change,

(a) without giving to the workmen likely to be affected by such change a notice in the prescribed manner of the nature of the change proposed to be effected; or

(b) within twentyone days of giving such notice :

Their Lordships of the Supreme Court have observed as follows, in this context :

“What is important to notice is that in making this provision for notice the legislature was clearly contemplating three stages. The first stage is the proposal by the employer to effect a change: the next stage is the stage when he gives a notice and the last stage is when he effects the change in the conditions of service on the expiry of 21 days from the date of the notice. The conditions of service do not stand changed, either when the proposal is made or the notice is given but only when the change is actually effected. That actual change takes place when the new conditions of service are actually introduced.

“It necessarily follows that in deciding for the purpose of S, 33 of the Act, at that point of time the employer. “Alters” any conditions of service, we have to ascertain the time when the change of which notice under S.9-A is given is actually effected. If at the time the change is effected, a proceeding is pending before a tribunal, S.33 is attracted and not otherwise. The point of time when the employer proposes to change the conditions of service and the point of time when the notice is given are equally irrelevant.”

It might be convenient, in this context itself, to set forth section 33 (1) of the Act, which also concerns us, and which is in the following terms :

“(1) During the pendency of any conciliation proceeding before a Conciliation Officer or a Board or of any proceeding before a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall, (a) in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or (b) — — —

As we have earlier observed, under section 20 (1) of the Act,

“A conciliation proceeding shall be deemed to have commenced on the date on which a notice of strike or lockout under section 22 is received.....

The main argument of Mr. V.G. Rao, for the appellant Unions can now be set forth. As we had occasion to state earlier, the Board, in its proceedings dated 28-12-1961, unfortunately, made its “package deal” offer, with notice expressed in the following terms, namely, that existing employees should exercise this option “within 21 days from the date of this notice.” This was obviously copied from section 9-A(b), but ignoring the fact that the section makes it clear that this is prohibited, and that the change cannot be effected within twentyone days of the notice. Mr. Rao contends that, whether the change be unilaterally imposed by the employer, or be a change bilaterally based, upon an offer by the employer and the consent of the concerned workmen, the change cannot be effected without the statutory notice under section 9-A being strictly complied with. Nor will it matter that the change.....is one beneficial to the workers, if the terms are regarded as a whole. In the present case, apparently, the scheme of the Board did not include certain categories of Labour, such as workmen of the Nominal Muster Roll and casual labour. For this reason, notice to the worker, and to the concerned Labour Unions was essential. Mr. Rao did not press the argument that a scheme by which workmen were given the option of accepting outright additions to their emoluments, without any other alteration of service conditions, such as the instance of an additional bonus, should be impugned merely because the statutory notice was not there. On that aspect, the observation of the learned Judge (Veerasamy J.) are pertinent :

“it does not appear to me.....that even where the proposal is, for instance, to enhance the pay scales or to better the other terms by a unilateral decision of the employer, he should give notice under section 9-A.”

But, according to the learned counsel, the fact that this is an offer, and not an imposition of terms by the employer, is irrelevant. The fact that this offer was accepted by many workmen, within the period of notice, apparently upon an exercise of their individual judgement, to the effect that it was beneficial to them, is again, irrelevant. The fact that the change has been effected (assuming that it has been so effected) with the consent of both parties concerned, while those not affected by the change continue to be governed by the pre-existing conditions of service in all respects, is equally irrelevant. Any change which affects the workmen even beneficially, can be effected by the employer, though he may have the consent of the concerned workmen to the change, only with strict compliance as to notice under section 9-A of the Act. Otherwise, the powers of this Court under Article 226 of the Constitution could be invoked, the respondent Board being a public utility concern, to restrain the Board from giving effect to the change. Implicit in this line of reasoning is an assumption, incidentally commented upon by the learned counsel, that this “package deal” is a cunning intermixture of good and bad, by which unwary workmen, who have consented, have suffered a true detriment in the matter of Dearness Allowance, and also in the matter of holidays. Lastly, it is strenuously contended that the whole

proceeding smacks of an "unfair labour practice", designed to disrupt the ranks of organised labour, and should, therefore, be struck down to the extent prayed for.

These arguments do appear to us to involve certain underlying assumptions, which are far-reaching and significant. We see that those assumptions also underlie the argument with regard to section 33 (1) of the Act, which, as we have already observed, is inextricably connected with this line of reasoning. It appears to us to be very clear that section 9-A was never designed to prevent the implementation of any change, which is not a change imposed by the employer on the workmen, but which is based upon the consent of the workmen to the offer by the employer, upon the exercise of their judgment that the change was beneficial. Nor can we agree that section 33 (1) would prohibit such a change, even though it may be that a period of conciliation had then commenced. In order to clarify this, it is necessary to proceed into the assumptions upon which the appellants, which are two Unions of organised Labour, are claiming to speak in this behalf even for those workmen who have accepted the offer, upon the exercise of an individual judgment as to its benefit to them.

As will be clear from the study of any standard treatise upon the Trade Union Movement, such as the standard work of Sydney and Beatrice Webb, the whole theory of organised labour, and its statutory recognition in Industrial Legislation, is based upon the unequal bargaining power that prevails as between the Capitalist Employer and an individual workman, or disunited workmen. Collective bargaining is the foundation of this Movement, and it is in the interests of labour that statutory recognition has been accorded to Trade Unions, and their capacity to represent workmen, who are members of such bodies. But, of course, there are limits to this doctrine, for others it may become a tyranny stifling the freedom of the individual worker. It is not the law that every workman must necessarily be a member of the Trade Union, and that, outside its fold, he cannot exercise any volition or choice in matters affecting his welfare. Further, there may well be more than one organisation of labour within the ambit of an industry, the representational capacity of which will, naturally, be confined to the strength of its membership. Sec. 36(1) of the Industrial Disputes Act reflects this, and sec. 36(1) (c) particularly specified that a workman who is not a member of any Trade Union, may be represented either by an officer of any Trade Union, or even by any other workmen employed in the industry. The representative powers of organisations of Labour, with regard to enactments, such as the Industrial Disputes Act, will have to be interpreted in the light of the individual freedoms guaranteed in the Constitution, and not as though such freedoms did not independently exist, as far as organised labour is concerned. In this context, it is highly significant that, under section 18(1) of the Industrial Disputes Act.

"A settlement arrived at by agreement between the employer and workmen, otherwise than in the course of conciliation proceeding, shall be binding on the parties to the agreement."

In other words, the right of a free individual in this country, who may be a workman, to judge for himself as to an offer beneficial to him, concerning his service conditions, and to exercise his choice in terms of that

offer, cannot be taken away because a Trade Union to which he may not even belong as a member, does not share his view. To hold otherwise would be to introduce a "new despotism" in industry, the tyranny of organisations of labour over the rights and liberties of the individual workman, which may be as oppressive as that against which Lord Hewart raised his voice of protest in a famous work. It must at once be conceded, in fairness to the learned counsel for the appellant Unions, that he does not contend for this extreme view. But we are afraid that certain aspects of it are implied in the argument that, though this was strictly an offer or option extended by the employer-Board, and though individual workmen concerned have accepted it as beneficial to their interests, still the appellant Unions have the right to claim that the choice of those unwary workmen was unfortunate, and that these unions possess superior wisdom in this respect. The point is not whether the terms as to Dearness Allowance in this "package offer" were, even considered separately, beneficial to the workmen or otherwise. The learned Judge (Veerasamy J) has gone into this aspect, and he came to the conclusion that even if these terms were regarded apart, they were beneficial and not prejudicial. But it is quite unnecessary for our present purpose to follow the learned Judge here. It is sufficient for us to emphasise that those terms were duly considered by the workmen to whom the offer was made, and that they were accepted as beneficial. Even if the appellant Unions think otherwise, we are quite unable to see how they have a right to dictate to those workmen, who may not even be members of the Unions, and to claim that these beneficial provisions should not be implemented by the Board; and further, that we should restrain the respondent Board by the issue of a writ of mandamus in this regard.

The argument that certain categories of labour, namely, Nominal Muster Roll workmen and casual labour, were excluded from the offer, and that, therefore, the offer was bad for lack of strict notice under section 9A appears as a strange contradiction. If the offer was really prejudicial, as the appellant Unions do seem to believe it should be a matter for gratification and not for complaint that certain categories of labour were not included within the scope of this offer. If the offer was not prejudicial, it is an extra ordinary attitude on the part of the organisations of labour to claim that even benefits can be received by workmen only upon their dictation.

We shall pass on to comment, very briefly, upon the related argument under section 33(1) of the Act, that we have set forth earlier. One more question was, whether section 33(1) applied at all, in the context of the relevant dates. The learned Judge (Veerasamy, J.) came to the conclusion that section 33(1) did not apply, because as he says.

"The impugned proceedings were issued prior to the date of the strike notice and the alteration, if any, subsequent to that date in the conditions of service is not by any step taken or act done by the respondent during the pendency of a conciliation proceedings.

We are not now concerned to canvass the correctness of this, for the simple reason that, in any event, we are in entire agreement with the learned Judge that the other qualification under section 33(1)(a), namely, alteration "to the prejudice of the workmen concerned" is not at all in issue here. We have sufficiently indicated our reasons for this view. In our view, this is not a matter for the Trade Union officials, claiming to speak for organised

labour, or for the Unions themselves, to judge, any more than it is a matter for the employer to judge. We would even go to the extent of holding that it is not even a matter within the province of this Court to judge in the exercise of its writ jurisdiction. Where a change has been effected by imposition, it may be sufficient that the concerned workmen think it prejudicial, whether it be truly so or otherwise. But where the change has been effected, by consent as between certain workmen and the employer, upon an offer by the employer and the acceptance of the terms by the concerned workmen, and the rest of the workmen in industry are unaffected because the *status quo* prevails, the organisations of labour cannot step in and presume to dictate, by telling the workmen that the choice was erroneous, and that they are ignorant of their true welfare. In this context, it is highly significant that an affidavit by the appellants does contain an imputation that the concerned workmen were coerced or compelled to sign the declarations, or that advantage was taken of their illiteracy to get their consent: but learned counsel for appellants has not offered a single fact or allegations, in support of this.

It may be true that such an offer might, in conceivable circumstances, amount to an "unfair labour practice". Our attention has been drawn to a passage in "Labour Disputes and Collective Bargaining" by Ludwig Teller, Volume 2, section 290, to the effect that it may be an unfair labour practice for an employer "to negotiate or to attempt to negotiate with his employees individually in connection with changes in the agreement." But we are quite unable to see how, so long as the workmen are *Sui Juris*, and the employer has a legal right to make an offer as to terms, any such "unfair labour practice" will justify interference in writ jurisdiction, by the issue of a writ. At the highest for organised labour, this may be a justification for raising an "Industrial Dispute", and for seeking a reference from the Government under section 10(1)(c) of the Act. Nor can we agree with the learned counsel for the appellants that, even as regards the alleged limitation in holidays, only one view is possible. In the present state of National Emergency, it may be beneficial to the workmen in the highest sense, because the welfare of the country is the welfare of all sections of its people, to accept shorter holidays as part of a comprehensive offer, which includes other benefits. Even in the view most favourable to the appellant Unions, all that can be said is that, if they complain of a change effected by coercion or taking advantage of the illiteracy of the workers, without adequate notice as section 9A requires though it was a change by mutual consent, this would be a proper and due occasion for raising an "industrial dispute" and obtaining the requisite reference of the Executive. That cannot, per se, constitute any ground for interference by this Court in the exercise of its writ jurisdiction, though the respondent Board, as a public utility concern, may be amenable to such jurisdiction.

Upon all these grounds set forth above, the writ appeal fails and is dismissed. There will be no order as to costs.

Memorandum of Settlement Under Section 12 (3) of the Industrial Dispute Act 1947, before the Labour Officer II Madras on the 9th day of January 1964.

- Parties to the Dispute :** The employees and Management of Hoechst Pharmaceuticals Limited, Madras.
- Representing Employer :** Mr. S. V. Dev Raj, Branch Manager, Hoechst Pharmaceutical Limited, 67 Dr. Alagappa Chettiar Road, Madras-7.
- Representing Workmen :** Mr. T. Krishnaswamy, General Secretary, Madras State General Industrial and Commercial Employees' Union, 4, Sunkurama Chetty Street, Madras-1.

Short Recital of the Case.

An Industrial Dispute arose over the demands of the Madras State General Industrial and Commercial Employees Union, as per the letter of the Union dated 29th July 1963. A settlement is reached on the following terms after discussions :

Terms of Settlement

- | <i>Demand</i> | <i>Settlement</i> |
|---|--|
| 1. <i>Pay Scales & Classification :</i> | The Pay-Scales and classification shall be as per Annexure-A to this settlement. The present classification of the employers shall continue. The Pay-Scales as per Annexure-A shall be introduced with retrospective effect from 1st July 1963. The salaries of the employees as on 1st July 1963 shall be deconsolidated and fitted into their respective grades as per Annexure A in the manner hereinafter provided in this settlement. |
| | There is no head-peon or head-packer. The demand for a special allowance to them is not pressed. |
| 2. <i>Service Weightage :</i> | After deconsolidating the salaries of the employees and adjusting the same in the proper steps in the respective grades as provided hereinafter, each employee who has completed two years and more of continuous service as on 1st July 1963, shall be given an increment in his respective grade. |
| 3. <i>Dearness Allowance :</i> | The rate of Dearness Allowance shall be as per Annexure 'B' to this settlement. The Dear- |

ness Allowance as per Annexure 'B' shall be paid with retrospective effect from 1st July 1963.

The consolidated salaries of the employees as on 1st July 1963 shall be split up into the basic salaries and dearness allowance as per Annexure 'A' and 'B' respectively to this settlement in such a manner that the total of the basic salary and the dearness allowance is not less than the consolidated salary that the employee was drawing as on 1st July 1963. Basic salary of each employee shall be brought upto the minimum or be fitted in the step in the grade as may be necessary. The salary of each employee after deconsolidation and granting of increment as provided above shall be as per Annexure 'C' to this Settlement.

The annual increment for the year 1964 shall be given as per the grades revised under this settlement.

4. *Leave :* The demand is not pressed.
5. *Holidays :* The management shall declare the holidays every year on the days mentioned in the Annexure 'D' to this settlement.
6. *Promotion :* This demand is not pressed.
7. *Gratuity :* The Gratuity Scheme shall be as per Annexure 'B' to this settlement.
8. *Medical Facility :* The Medical Scheme shall be as per Annexure 'F' to this settlement.
- Arrears :* All arrears due under this settlement shall be paid within six weeks from date on which the settlement is signed.
- Period of Operation of the settlement.* This settlement shall remain in operation for a period of 4 years from the date on which it is signed. During the period of operation of this settlement, the Union agrees to maintain industrial peace and harmony and further agrees not to raise any industrial dispute involving financial burden on the Company during the said period.

HOECHST PHARMACEUTICALS LIMITED, MADRAS BRANCH.

ANNEXURE-A

S. No.	Classification.	Pay Scales.
1	Senior Grade	Rs. 140-11-195-13-273-EB-15-348
2.	Intermediate Grade and Junior Stenographers.	Rs. 100-8-140-11-195-EB-13-273
3.	Junior Clerks and Typists Grade	Rs. 75-5-100-8-140 EB-10-220
4.	Drivers' Grade	Rs. 50-3-62-4-82 EB-5-107
5.	Packers' Grade	Rs. 35-3-50-4-74-EB-5-84.
6.	Peon's and Watchman and Coolies Grade	Rs. 30-2½-40-3½-61-EB-4½-79

HOECHST PHARMACEUTICALS LIMITED MADRAS BRANCH

ANNEXURE "B"

Salary Slab	When the Madras Cost of living Index is between 491-500	As per Note below variation for 10 points rise or fall in the Index
Re. 1/- to Rs. 100/-	110%	3%
Rs. 101/- to Rs. 200/-	50%	2%
Rs. 291/- to Rs. 300/-	20%	1%
Rs. 301/- and above	10%	—

Minimum Dearness Allowance Rs. 80/- No. variation.

Note : The variation in the rate of dearness allowance shall be given when the Cost of Living Index rises by 10 points over 500 or falls by 10 points below 491. That is to say, the variation in the rate of D.A. shall be made when the cost of living index is 511 or 480. The following examples illustrate how the variation in the rate of dearness allowance shall be made.

Salary slab	Madras C.O.L. Index	Date of D.A.
On 1st Rs. 100/-	491	110%
-do-	500	110%
-do-	510	110%
-do-	511	113%
-do-	520	113%
-do-	521	116%
-do-	530	116%
-do-	531	119%
-do-	540	119%
-do-	490	110%
-do-	481	110%
-do-	480	107%
-do-	471	107%
-do-	470	104%

ANNEXURE 'C'
HOECHST PHARMACEUTICALS LIMITED, MADRAS BRANCH

S. No.	Name of the Employee.	Present salary.	Classification	Basic salary.	Dearness Allowance.	Total.	Increment.	Total basic salary as from 1-7-63.	Dearness Allowance	Total revised salary as from 1-7-1963.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
		Rs. nP.		Rs. nP.	Rs. nP.	Rs. nP.	Rs. nP.	Rs. nP.	Rs. nP.	Rs. nP.
1.	P.G. Badrinarayanan	220-00	Senior Clerk	140-00	130-00	270-00	11-00	151-00	135-50	286-50
2.	T.R. Seetharaman	187-50	Junior Steno	100-00	110-00	210-00	8-00	108-00	114-00	221-00
3.	M.S. Govindan	345-00	Senior Clerk	195-00	157-50	352-50	13-00	208-00	161-60	369-60
4.	T.S. Raman	295-00	"	162-00	141-00	303-00	11-00	173-00	146-50	319-50
5.	C. Ganesan	215-00	Junior," Steno	108-00	114-00	222-00	8-00	116-00	118-00	234-00
6.	M.S. Margabandhu	230-00	Senior Clerk	140-00	130-00	270-00	11-00	151-00	135-50	286-50
7.	A.D. Murthy	165-00	Junior clerk	80-00	88-00	168-00	5-00	85-00	93-50	178-50
8.	M.E. Anantharaman	205-00	Junior Steno	100-00	110-00	210-00	8-00	108-00	114-00	222-00
9.	P.E. Kothandaraman	157-50	Junior Clerk	75-00	82-50	157-50	5-00	80-00	88-00	168-00
10.	N.V. Rajagopalan	142-50	Typist	75-00	82-50	157-50	5-00	80-00	88-00	168-00
11.	V.N. Krishnan	120-00	Typist	75-00	82-50	157-50	...	75-00	82-50	157-50

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
		Rs. nP.		Rs. nP.	Rs. nP.	Rs. nP.	Rs. nP.	Rs. nP.	Rs. nP.	Rs. nP.
12.	A.V. Venkteswaran	215-00	Junior Steno	108-00	114-00	222-00	8-00	116-00	118-00	234-00
13.	M.R. Narayanaswami	157-50	Junior Clerk	75-00	82-50	157-50	5-00	80-00	88-00	168-00
14.	S. Subramanian	165-00	Intermediate	100-00	110-00	210-00	...	100-00	110-00	210-00
15.	K. R. Palni	120-00	Junior Clerk	75-00	82-50	157-50	...	75-00	82-50	157-50
16.	C. Narayanan	125-00	Packer	47-00	80-00	127-00	3-00	50-00	80-00	130-00
17.	S. A. Razack	125-00	Packer	47-00	80-00	127-00	3-00	50-00	80-00	130-00
18.	S. Meenakshisundaram	130-00	Junior Clerk	75-00	82-50	157-50	5-00	80-00	88-00	168-00
19.	T. Vaikuntam	180-00	Intermediate	100-00	110-00	210-00	8-00	108-00	114-00	222-00
20.	R. Lakshminarasimhan	230-00	Senior Clerk	140-00	130-00	270-00	...	140-00	130-00	270-00
21.	D. Raman	91-00	Peon	30-00	80-00	110-00	2-50	32-50	80-00	112-50
22.	Doraiswamy	91-00	Watchman	30-00	80-00	110-00	2-50	32-50	80-00	112-50
23.	D. Subramaniam	94-00	Peon	30-00	80-00	110-00	2-50	32-50	80-00	112-50
24.	D. Venkitesan	100-00	Peon	30-00	80-00	110-00	2-50	32-50	80-00	112-50
25.	M. Ambrose	73-00	Peon	30-00	80-00	110-00	...	30-00	80-00	110-00
26.	A. Krishnan	73-00	Cooli	30-00	80-00	110-00	...	30-00	80-00	110-00
27.	M. Ekambaram	140-00	Driver	62-00	80-00	142-00	4-00	66-00	80-00	146-00

ANNEXURE "D"

List of Holidays

1. New year's Day
2. Pongal
3. Republic Day
4. Maha Sivarathri
5. Tamil New Years Day
6. Independence Day
7. Avani Avittam
8. Vinayaka chathurthi
9. Mahalaya Amavasya
10. Mahatma Gandhi's Birth Day
11. Saraswathi Pooja
12. Deepavli
13. Christmas
14. Vaikunta Ekadasi

HOECHST PHARMACEUTICALS LIMITED, MADRAS BRANCH

ANNEXURE "E"

GRATUITY

Qualifying Terms and Conditions	Quantum	To whom payable
(i) On death of an employee while in permanent service of the Company.	50% of the monthly consolidated wages/salary for each completed year of service, subject to a maximum of 7½ months full salary or wages.	to employee's nominee or appointee.
(ii) On physical or mental disability of an employee to continue further in the service of the Company. The opinion of the Company's Medical Doctor will be final in such cases. In the event the opinion of Company's Medical Doctor is not acceptable to the employee, the opinion of the Presidency or Civil Surgeon, as the case may be, shall be final.	-do-	To the disabled employee or the nominee or the appointee of the mentally disabled employee.

(iii) On retirement	-do-	To the employee.
(iv) On voluntary retirement or resignation after 15 years of continuous service.	-do-	To the employee.
(v) On termination of an employee's service by the Company, retrenchment, closure of business or transfer of business, if the transferee does not provide for continuity of service.		
(a) after completion of 15 years continuous service.	50% of the monthly consolidated wages or salary for each completed year of service subject to a maximum of 7½ months' full salary or wages.	To the employee.
(b) after completion of 12 years but less than 15 years of continuous service.	45% of the monthly consolidated wages or salary for each completed year of service.	To the employee.
(c) after completion of 10 years but less than 12 years of continuous service.	40% of the monthly consolidated wages or salary for each completed year of service.	To the employee.
(d) after completion of 5 years but less than 10 years continuous service.	30% of the monthly consolidated wages or salary for each completed year of service.	To the employee.
1. Employees who retire or resign voluntarily or whose services being seconded to the Company are recalled by their employers, may at the discretion of the Company be paid gratuity in terms of No. (iv) above, provided they have completed 10 years of continuous service. 2. "Continuous Service" means an uninterrupted period of employment of the employee from the date of joining and includes service which may have been interrupted on account of authorised leave.		

3. "Completed year of Service" means continuous service for a period of 12 months from the date of joining including the authorised leave.
4. "Nomination": Every employee shall nominate or appoint a person by a writing which shall be attested by two witnesses, to receive the amount due to him/her under the Rules, in the event of his/her death, mental disability. Every such nomination or appointment shall remain in force and effect until the death of the nominee or appointee, or until the same shall be revoked in writing by the employee by whom the nomination/appointment was made and a fresh nomination or appointment made.
5. Those female employees who have to leave the Company's service for getting married, will receive gratuity at the rate of 50% of the monthly consolidated wages / salary for each completed year of service, subject to a maximum of 7½ months' full salary or wages, provided that they do not leave the service earlier than a month before the actual date of their marriage.
6. Any employee dismissed for misconduct will not be entitled to gratuity.
7. Salary or wages for the purpose of calculating gratuity shall be the last drawn salary of the employee.

ANNEXURE " F "

MEDICAL AID SCHEME

1. The Scheme shall be called Hoechst Pharmaceuticals Medical Aid Scheme.
2. It shall apply only to permanent employees of the company excluding those who are covered under the Employees' State Insurance Scheme. A permanent employee shall mean and include an employee who has been confirmed in service. This Scheme shall not apply to probationers, trainees, apprentices and temporary workers.
3. An employee of the company to whom this scheme applies is hereinafter designated as "Employees."
4. This Scheme shall come into force with effect from 1st January, 1964 and shall continue till 31st December, 1966.
5. The Company agrees to grant medical aid in accordance with this Scheme during each calendar year to those employees to whom this Scheme applies up to an amount equivalent to the number of covered employees multiplied by Rs. 50/-.
6. An employee desiring medical aid under this Scheme shall apply to the Company in that behalf and produce all medical bills or

vouchers together with the medical certificate of the Company's doctor, if any. In the absence of the engagement of a doctor by the company the employee shall submit the medical certificate of the doctor treating him. Such medical certificate or other satisfactory evidence shall *inter alia* state the illness for which the employee is being treated and the course of treatment recommended. All such applications shall thereupon be considered by the "Medical Aid Committee."

7. The Company shall appoint three persons who shall constitute a "Medical Aid Committee" (hereinafter called "The Committee"). The Committee shall consist of :
 - (a) One representative of the employees
 - (b) The Medical Adviser attached to the Scientific Propaganda Department of the Company and
 - (c) The Company Secretary or his representative. The Committee shall scrutinise all applications submitted by an employee for medical aid and forward the same with its recommendations to the management for its consideration. In the event of the members of the Committee not being unanimous in their recommendation, the recommendation of a majority of the members of the Committee shall be deemed to be a recommendation of the Committee. All such claims shall thereupon be scrutinised and approved by the Company.
8. Although, the total expenses which may be sanctioned in respect of any employee shall not ordinarily exceed Rs. 50/- in the course of any calendar year, the Committee, may, in its discretion, recommend payment in deserving cases of the whole or part (as it considers necessary) of the medical expenses in excess of Rs. 50/- incurred by any employee.
9. Notwithstanding anything herein contained, the Company may, in its discretion, make a grant under this Scheme to any employee or to his representative (in the event of his death due to illness) in excess of Rs. 50/- in a calendar year having regard to the length and seriousness of the illness or any physical or mental disability suffered.
10. Out of every medical bill submitted by an employee to the Committee, a sum of Rs. 5/- in case of clerical and higher paid staff and a sum of Rs. 3/- in case of subordinate staff shall be borne by the employee concerned.
11. **Exclusion :**
 - (a) The following types of illness, conditions and eventualities are specifically excluded from the scope of and benefit of this Scheme. Any costs arising therefrom will be borne by the employee and not by the Company.

- i. Cosmetic Surgery :
- ii. Rest cares and maternity expenses ;
- iii. Congenital anomalies ;
- iv. Expenses incurred in respect of eye glasses, dental treatment, dentures, hearing and other aids or in connection with circumcision or in respect of any condition arising from or traceable to any affection of the organs of generation, venereal disease, structures, intentional self injury, dissipation of drunkenness.

(b) It shall not be obligatory for the company to reimburse the medical expenses incurred by an employee outside the place where he resides in course of his employment with the company except when on official duty, or on sick leave.

(c) The Company may grant benefit under the Scheme in its own discretion to employees whose cases fall under exclusion clauses (a) and (b) above.

12. Eligibility :

An employee's eligibility to participate in the benefit of this Scheme shall cease absolutely and without recourse when he ceases to be employed by the Company.

13. Notwithstanding anything herein above contained, the Medical Aid Committee shall have absolute discretion to cause any employee to be examined by the Company's doctor before recommending grant of medical aid in order to verify the correctness of the medical certificate and/or bill and/or vouchers submitted by him.

Memorandum of Settlement Under Section 12 (3) of the Industrial Disputes Act, 1947)

Present : Sri S. P. Ramaswami, B.A. B.L., Labour Officer-11, Coimbatore,

Parties to the Dispute Workers and the managements of 13 Printing Presses at Coimbatore as shown in the Annexure.

Representing Employers

1. Sri M. Nallasami Gounder, Secretary, Coimbatore and Nilgiris Districts Master Printers Association, Coimbatore.
2. Sri P. Duraisami, Joint Secretary, Coimbatore and Nilgiris Districts Master Printers Association Coimbatore.

Representing Employees

1. Sri A. Vaiyapuri, President, Kovai Achaga Thozhilalar Sangam, Coimbatore.
2. Sri A. Gandhi, Vice President, Kovai Achaga Thozhilalar Sangam, Coimbatore.
3. Sri K. S. Venkatram, Secretary, Kovai Achaga Thozhilalar Sangam, Coimbatore.
4. Sri T. N. Natarajan, Kovai Achaga Thozhilalar Sangam, Coimbatore.

Number of Workers covered by this Settlement 170

Short Recital of the Case.

The Secretary, Kovai Achaga Thozhilalar Sangam, Coimbatore, raised a charter of demands, demanding increased wages, dearness allowance, introduction of gratuity scheme, period of apprenticeship and stipend payable to apprentices, against the managements of certain Printing Presses at Coimbatore by his letter dated 17-1-1963 and on subsequent dates. The issues were discussed between the parties on various dates and during conciliation the following terms of settlement were arrived at between the managements of 13 Printing Presses (as shown in the Annexure) and the representatives of workmen.

Terms of Settlement.

Wage Scales :

It is agreed that with effect from 1-6-1963, the wage scales of workers in the Presses shall be as follows :—

(a) Compositors	Rs. 35-2-55-2½-70
(b) Machinemen	Rs. 35-2-55-2½-70
(c) Binders.	Rs. 30-2-50-2½-65

The wage scales of workers in Presses employing less than six workers shall be as follows :—

(a) Compositors	Rs. 35-2-55.
(b) Machinemen	Rs. 35-2-55
(c) Binders	Rs. 30-2-50.

Dearness Allowance :

The above classes of workers shall be paid a fixed Dearness Allowance of Rs. 40/- per month with effect from 1-6-1963.

Extra Increment :

All the workers will be granted one extra increment in their respective scales as on 1-6-1963. This extra increment is over and above the normal annual increments falling due from 1-1-1962.

Fixation of Present Pay :

Certain Managements have given ad-hoc increments in basic wages or in Dearness Allowance or Special Allowance between 1-1-1962 and 31-5-1963. All such increments over and above the entitlement of workers under the previous wage structure given on or after 1-1-1962 be reckoned as part of and set off against the increments payable under this settlement.

The total pay drawn on 31-5-1963 will be readjusted as above and necessary increments will be granted to the workers. This is subject to the conditions that there shall be no reduction in their higher total salary received at present. Workers drawing higher total salary shall retain the excess as personal pay.

(a) Increments :

Increments in the new scale of wages shall be granted on the due dates as hitherto given.

(b) If any worker who is at present drawing a higher pay than the maximum in the present revised scale of wages, his pay will remain unaffected.

(c) No worker shall get more than the maximum fixed up in the present revised scales of basic wages.

Gratuity:

The managements agree to introduce the following revised Gratuity scheme with effect from 1-6-1963 :—

(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 after completion of 4 years of continuous service, seven days average basic wages or each year of continuous service to be paid to the disabled employee or in case of death to his heirs or legal representatives or assigns.

(2) On voluntary retirement or resignation of an employee after completion of four years of continuous service seven days' average basic wages for each year of continuous service.

(3) On termination of the service of the employee by the Company after completion of 4 years of continuous service seven days' average basic wages for each year of service.

(4) Workers dismissed for misconduct involving financial loss to the Company shall be disentitled to gratuity to the extent of such loss.

(5) The average basic wages for the purpose of calculating Gratuity shall be the average of the basic wages drawn in the 12 months previous to death, disability, retirement or resignation or termination as the case may be.

(6) In the case of workers who join the press as apprentices, for the purpose of gratuity payment, service will be counted from the fourth year of their apprenticeship period.

(7) Where any gratuity scheme more beneficial to workmen has been in force in any Press by virtue of any agreement or award, such scheme shall continue to be in force notwithstanding this settlement.

APPRENTICES :

It is agreed that only persons who have completed 18 years of age shall be taken as apprentices. The period of apprenticeship shall be three years. During the period of apprenticeship and semiskilled they shall be paid stipends, as fixed below from 1-6-'63 :—

First year	} APPRENTICE.	Rs. 26-00	per month
Second year		Rs. 35-00	-do-
Third year		Rs. 40-00	-do-
Fourth year	} SEMI - SKILLED.	Rs. 55-00	-do-
Fifth year		Rs. 60-00	-do-
Sixth year		Rs. 65-00	-do-

(a) The above stipends are all inclusive.

(b) Apprentices employed at present shall be paid the stipend appropriate to their length of training. Higher stipends wherever paid shall be continued.

(c) Apprentices found unsuitable or inefficient in their work are liable to be discharged.

(d) Apprentices who have satisfactorily completed six years of learning the trade may be offered permanent appointments in the appropriate category at the discretion of the employer and paid wages and Dearness Allowance as agreed to under this settlement.

Every apprentice after completion of six years of apprenticeship shall have a service certificate.

If an apprentice, who has completed six years of learning in one press which is a party to this settlement, joins another press which is also a party herein, he shall be paid basic wages and dearness allowance as agreed to under this settlement.

- (e) In the case of apprentices now in service who are not benefitted by the implementation of this new scales of stipend shall be given an increment of 50 per cent of the difference between their present pay and the stipend of the next stage as fixed in the new scales for apprentices. They will continue to receive the same stipend till they become eligible for the next stage, provided that those who have been given an increment of Rs. 5-00 or more after 1-1-'63 are not eligible to the benefit under this clause.

Arrears :

Arrears of wages in implementing the New Wage Structure shall be paid on or before 30-9-'63.

Period of Operation :

It is agreed that this settlement shall be in force for a period of five years from the date of signing in this agreement.

Any dispute or difference of opinion in the interpretation and the implementation of the terms of this agreement shall be referred to a Committee of Five Members, two from the Managements' Association, two from the Workers' Union and one from outside agreed to by the parties at that time where there is difference of opinion or dispute in the interpretation and implementation of the above terms and the decision of the said Committee shall be final and binding upon the parties.

ANNEXURE TO SETTLEMENT DATED 12-9-1963

Names of Printing Presses involved in the above agreement.

1. Modern Press, Trichy Road, Coimbatore.
2. Kammavar Achukoodam, Raja Street, Coimbatore.
3. Bharathi Press, Raja Street, Coimbatore.
4. Premier Printers, Raja Street, Coimbatore.
5. Saraswathi Printers, Raja Street, Coimbatore.
6. Swan and Company, Oppanakara Street, Coimbatore.
7. K. R. V. and Company, Printers, Raja Street, Coimbatore.
8. Pankajam and Company, Edayar Street, Coimbatore.
9. Orient Press, Venkatasamy Road, (West) Coimbatore-2.
10. Coimbatore Printers, Oppanakara Street, Coimbatore.
11. Ramakrishna Press, Big Bazaar Street, Coimbatore.
12. Merchant Press, Raja Street, Coimbatore.
13. Ramanarayan Press, Mill Road, Coimbatore.

CURRENT LABOUR LITERATURE

SOME OF THE BOOKS AND ARTICLES PUBLISHED

IMPORTANT BOOKS

1. INDIA NATIONAL PRODUCTIVITY COUNCIL.
Paper Industry in Japan, Mexico, Venezuela, U. S. A.
U. K. Canada, Finland and Sweden.
National Productivity Council, November, 1963.
pp. v + 212. Rs. 4/-
2. INTERNATIONAL LABOUR CONFERENCE 48th SESSION.
Women Workers In A Changing World ; Employment of
Women with Family Responsibilities.
Report 6 (2) Geneva, 1964.
pp. 144 \$ 1.50.
3. BLOOM (Gordon. F), Ed.
Readings in Labour Economics.
Home Wood, 1963.
pp. viii + 709. \$ 7.95.
4. CLARK (F. Le Gros).
Woman Work and Age ; To study the employment of
working women throughout their middle lives.
London. Nuffield Foundations 1962.
pp. 111 7s 6d.
5. LEVENSTEIN (Aaron).
Why People Work ; Changing incentives in a troubled world.
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6. STIGLER (George J).
Capital and Rates of Return in Manufacturing Industries.
New York Princeton University Press, 1963.
pp. xiii + \$ 5.
7. BEAL (Edwin F.) and WICKERSHAM (Edward D).
Practice of Collective Bargaining.
Home Wood, 1963.
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4. LONDON. MINISTRY OF LABOUR GAZETTE.
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London. Ministry of Labour Gazette Vol. 72 No. 1.
January 1964.
5. MANKIKER (N. S.)
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Productivity Journal Vol. 4. No. 4.
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6. HAMMERTON (Albert).
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Indian Worker. Vol. 12 No. 23 March 2, 1964.
7. KOWLI (S. B.)
Placement of the Handicapped in Open Employment.
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Vol. 24 No. 3 October, 1963.
8. PHILIP (P. Z.).
Non-directive Counselling: An Effective tool in
personnel management in India.
Indian Journal of Social Work.
Vol. 24 No. 3 October, 1963.
9. BHANDARI (M. L.)
Safety in factories
The Punjab Labour Journal for the quarter ending
December, 1963.
10. RANDERIA (K.N.)
Effects of training on morale and supervisory Leadership
Industrial Relations
Vol. 15, No. 5, September-October, 1963.

NOTIFICATIONS

Amendment to the Employees Provident Funds Scheme.
Fort Saint George December 24, 1963.

II-1. 230 of 1964.

The following notification of the Government of India Ministry of Labour and Employment, New Delhi, dated the 27th November 1963, is republished :—

G. S. R. No. 1845.—In exercise of the powers conferred by section 5, read with sub-section (1) of section 7 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby makes the following Scheme further to amend the Employees' Provident Funds Scheme, 1952, namely :—

1. This Scheme may be called the Employees' Provident Funds (Twenty-first Amendment) Scheme, 1963.

2. In the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the said Scheme), in paragraph 2—

(i) sub-clause (b) shall be omitted ;

(ii) for sub-clause (d), the following sub-clause shall be substituted, namely :—

“(d) ‘Commissioner’ means a Commissioner for Employees’ Provident Fund appointed under section 5-D of the Act and includes a Deputy Provident Fund Commissioner and a Regional Provident Fund Commissioner ;”

3. Paragraph 3 of the said Scheme shall be omitted.

4. For paragraph 5 of the said Scheme, the following paragraph shall be substituted, namely :—

“5. Terms of office.—(1) The Chairman of the Central Board and that of a Regional Committee, and every trustee of the Central Board referred to in clauses (b) and (c) of sub-section (1) of section 5. A of the Act and every member of a Regional Committee shall hold office during the pleasure of the Central Government.

Provided that where the Central Government directs that a trustee representing a State Government shall cease to hold office, the State Government concerned shall be consulted.

(2) The term of office of the trustees of Central Board referred to in clauses (d) and (e) of sub-section (1) of section 5-A of the Act shall be five years commencing from the date on which their appointment is notified in the Official Gazette ;

Provided that any such trustee shall, notwithstanding the expiry of the said period of five years, continue to hold office until the appointment of his successor is notified in the Official Gazette.

(3) A trustee referred to in sub-paragraph (2) appointed to fill a casual vacancy shall hold office for the remaining period of the term of office of the trustee in whose place he is appointed.

(4) An outgoing trustee shall be eligible for re-appointment.”

5. In paragraph 6 of the said Scheme—

(i) in sub-paragraph (1), the brackets and figure “(1)” shall be omitted ;

(ii) sub-paragraph (2) shall be omitted.

6. In paragraph 7 of the said Scheme, for the existing proviso, the following proviso shall be substituted namely :—

“Provided that the Central Government in the case of the Central Board and any Regional Committee may restore him to trusteeship or membership of the Regional Committee, as the case may be, if it is satisfied that there were reasonable grounds for the absence.”

7. In paragraph 8 of the said Scheme, for sub-paragraph (2), the following sub-paragraph shall be substituted, namely :—

“(2) If any question arises whether any person is disqualified under sub-paragraph (1), it shall be referred to the Central Government and the decision of the Central Government on any such question shall be final.”

8. In paragraph 9 of the said Scheme, the words “and the State Government may remove from office any trustee of a State Board” shall be omitted.

9. In paragraph 10 of the said Scheme, for the word “Board”, wherever it occurs, the words “Central Board”, shall be substituted.

10. In paragraph 11 of the said Scheme—

(a) in sub-paragraph (1), for the words “A Board”, the words “The Central Board” shall be substituted;

(b) In sub-paragraph (2), for the word “Board”, the words “Central Board,” shall be substituted.

11. In paragraph 13 of the said Scheme, for the words “a Board” and “Board,” the words “the Central Board” and “Central Board” shall respectively be substituted.

12. For paragraph 14 of the said Scheme, the following paragraph shall be substituted, namely :—

“14. Quorum.—(1) No business shall be transacted at a meeting of the Central Board or a Regional Committee unless at least four trustees or members of the Regional Committee are present, of whom :

(a) in the case of the Central Board, at least one each shall be from among those appointed under clauses (d) and (e) respectively of sub-section (1) of section 5-A of the Act :

(b) in the case of a Regional Committee, at least one shall be from among those nominated under clause (c) and at least one from among those nominated under clause (d) of sub-paragraph (1) of paragraph 4.

(2) If at any meeting the number of trustees or members of a Regional Committee is less than the required quorum, the Chairman shall adjourn the meeting to a date not later than seven days from the date of the original meeting informing the trustees or members of the Regional Committee, as the case may be, of the date, time and place of the adjourned meeting and it shall thereupon be lawful to dispose of the business at such adjourned meeting irrespective of the number of trustees or members of the Regional Committee present.”

13. In paragraph 14-A of the said Scheme, for the word “Board” wherever it occurs, the words “Central Board” shall be substituted.

14. In paragraph 15 of the said Scheme—

(a) for the words “a Board”, the words “the Central Board” shall be substituted;

(b) in the second proviso for the word “Board”, the Central Board” shall be substituted.

15. In paragraph 16 of the said Scheme, for the words “A Board” the words “the Central Board” shall be substituted.

16. For paragraph 17 of the said Scheme, the following paragraph shall be substituted, namely :—

“17. Acts of the Central Board or a Regional Committee not invalid by reason merely of any vacancy in, or defect in the Constitution, etc.—No act or proceeding of the Central Board or a Regional Committee shall be deemed to be invalid by reason merely of any vacancy in or any defect in the Constitution of the Central Board or the Regional Committee, as the case may be.”

17. In paragraph 18 of the said Scheme, for the word “Board” wherever it occurs, the words “Central Board” shall be substituted.

18. For paragraph 19 of the said Scheme, the following paragraph shall be substituted, namely :—

“19. Provident Fund Commissioners.—(1) A Commissioner shall not undertake any work unconnected with his office without the previous sanction of the Central Government.

(2) A commissioner while attending the meetings of the Central Board may take part in its deliberations but shall not be entitled to vote”.

19. Paragraph 20 of the said Scheme shall be omitted.

20. For paragraph 21 of the said Scheme, the following paragraph shall be substituted, namely :—

“21. Opening of regional and other offices.—The Central Board may, with the approval of the Central Government open such regional and local offices as it may consider desirable for the proper implementation of the Scheme. It may also define the functions and duties of the regional and local offices.”

21. For paragraph 22 of the said Scheme, following paragraph shall be substituted, namely :—

“22. Secretary of the Central Board or a Regional Committee.—(1) The Central Government shall appoint a Secretary to the Central Board and a Secretary to a Regional Committee.

(2) The Secretary to the Central Board or a Regional Committee shall, in consultation with the Chairman, convene meetings of the Central Board or the Regional Committee, as the case may be, keep a record of its minutes and shall take the necessary steps for carrying out the decisions of the Central Board or the Regional Committee, as the case may be.

22. For paragraph 23 of the said Scheme, the following paragraph shall be substituted, namely :—

“23. Information of appointments to the Central Board.—References relating to all appointments of officers of the Fund made by the Central Government shall be placed before the next meeting of the Central Board for information.”

23. In paragraph 24, in sub-paragraph (1) for the word “Board” the words “Central Board” shall be substituted.

24. For paragraph 24-A of the said Scheme, the following paragraph shall be substituted, namely :—

“24-A. Delegation of power by the Central Board.—(1) The Central Board, with the prior approval of the Central Government may, by a resolution, empower its Chairman to sanction expenditure, subject to such limits as may be specified in the resolution or contingencies, supplies and purchases of articles required for administering the Fund subject to financial provision in the budget where such expenditure is beyond the limits upto which the Commissioner is authorized to sanction expenditure on any single item.

(2) The Central Board may also, by a resolution, empower its Chairman to appoint such officers and employees other than those mentioned in sub-sections (1) and (2) of Section 5-D of the Act, as he may consider necessary for the efficient administration of the Scheme.

(3) All sanctions, of expenditure made by the Chairman in pursuance of sub-paragraph (1) shall be reported to the Central Board as soon as possible after the sanction of the Expenditure.”

25. In paragraph 26-B of the said Scheme, the “or whereas State Commissioner is appointed, of the State Commissioner” appearing after the words “the Regional Commissioner” shall be omitted.

26. In sub-paragraphs (1), (3) and (5) of paragraph 28 of the said Scheme—

(a) for the word “Board” wherever it occurs, the words “Central Board” shall be substituted;

(b) the word “appropriate wherever it occurs before the word “Commissioner” shall be omitted.

27. For paragraph 30 of the said Scheme, the following paragraph shall be substituted, namely :—

"30. Payment of contributions.—(1) The employer shall, in the first instance, pay both the contribution payable by himself (in this Scheme referred to as the employer's contribution) and also, on behalf of the member employed by him directly or by through a contractor, the contribution payable by such member (in this Scheme referred to as the members contribution).

(2) In respect of employees employed by or through a contractor, the contractor shall recover the contribution payable by such employee (in this Scheme referred to as the member's contribution) and shall pay to the principal employer the amount of member's contribution so deducted together with an equal amount of contribution (in this Scheme referred to as the employer's contribution) and also administrative charges on the total amount of such contributions.

(3) It shall be the responsibility of the principal employer to pay both the contribution payable by himself in respect of the employees directly employed by him and also in respect of the employees employed by or through a contractor and also administrative charges at such percentage of the total employer's and employees contributions as may be fixed by the Central Government from time to time."

28. In paragraph 32 of the said Scheme, after the word "employer" wherever it occurs, the words "or a contractor" shall be inserted.

29. In paragraph 36 of the said Scheme, in sub-paragraphs (4) and (5), for the word, "Board" wherever it occurs, the words "Central Board" shall be substituted.

30. In paragraph 36-A of the said Scheme, for the words "Regional State" wherever they occur, the word "Regional" shall be substituted.

31. After paragraph 36-A of the said Scheme, the following paragraph shall be inserted namely:—

"36-B. Duties of contractors.—Every contractor shall, within seven days of the close of every month, submit to the principal employer a statement showing the recoveries of contributions in respect of employees employed by or through him and shall also furnish to him such information as the principal employer is required to furnish under the provisions of the Scheme to the Commissioner."

32. In paragraph 38 of the said Scheme, in the first proviso to sub-paragraph (1) for the word "Board", the words "Central Board" shall be substituted.

33. In paragraph 49 of the said Scheme.—

(i) in sub-paragraph (1), the brackets and figure "(1)" shall be omitted;

(ii) sub-paragraph (2) shall be omitted.

34. In paragraph 52 of the said Scheme, for sub-paragraph (3), the following sub-paragraph shall be substituted, namely:—

"(3) The Commissioner shall prepare, in 'Form 7' a classified summary of the Assets of the Fund as on the 31st March in each year, or on such other date as the Central Government may specify and shall append it to the annual report submitted under paragraph 74 to the Central Government.

35. In paragraph 53 of the said Scheme in sub-paragraph (?) for the words "Board concerned", the words "Central Board" shall be substituted.

36. For paragraph 54 of the said Scheme, the following paragraph shall be substituted, namely:—

"54. Expenses of Administration —(1) All expenses relating to the administration of the Fund including those incurred on Regional Committees shall be met from the Fund,

(2) All expenses of administration of the Fund including the fees and allowances of the trustees of the Central Board and salaries, leave and joining time allowances, travelling and compensatory allowances, gratuities and compassionate allowances, pensions, contributions to provident fund and other benefit fund instituted for the officers and employees of the Central Board, the cost of audit of the accounts, legal expenses and cost of all stationery and form incurred in respect of the Central Board, cost and expenses incurred in connection with the construction of office buildings and staff quarters shall be met from the Administration Account of the Fund.

(3) The expenses incurred by the Central Government in connection with the establishment of the Fund shall be treated as a loan and such loan shall be repaid from the Administration Account."

37. In paragraph 55 of the said Scheme, for the word "appropriate Board" and "Government concerned", The words "Central Board" and "Central Government" shall respectively be substituted.

38. For paragraph 58 of the said Scheme, the following paragraph shall be substituted, namely:—

"58. Budget — (1) The commissioner shall place before the Central Board each year before the first fortnight of February, a budget showing separately the probable receipts from the contributions and from the levy of administrative charges and the expenditure which it proposes to incur during the following financial year. The budget as approved by the Central Board shall be submitted for sanction to the Central Government within a month of its being placed before the Central Board.

(2) The Central Government may make such modifications in the budget as it considers desirable before sanctioning it."

39. In paragraph 64 of the said Scheme, in sub-paragraphs (1) and (5) for the words "appropriate Board" wherever they occur the words "Central Board" shall be substituted.

40. In paragraphs 66, 67 and 68, of the said scheme for the word "Board", wherever it occurs, the words "Central Board" shall be substituted.

41. In paragraph 69 of the said Scheme—

(a) in the proviso to sub-clause (b) of sub-paragraph (1), for the words "Regional State", the word "Regional" shall be substituted;

(b) in sub-paragraph (2), for the word "Board" wherever it occurs, the word "Central Board", shall be substituted.

42. In paragraph 71 and sub-paragraph (3) of paragraph 72 of the said Scheme, for the word "Board" wherever it occurs, the words "Central Board" shall be substituted.

43. For paragraph 74 of the said Scheme, the following paragraph shall be substituted, namely:—

"74. Annual Report on the working of the Scheme — The Central Board shall approve before the 15th October, and submit to the Central Government before the 30th November, each year a report on the working of the Employees' Provident Funds Scheme during the previous financial year".

44. In paragraph 75 of the said Scheme, for the words "Appropriate Board", the words "Central Board" shall be substituted.

45. In paragraph 77 of the said Scheme for the word "Board", wherever it occurs, the words "Central Board" shall be substituted.

46. In paragraph 78 of the said Scheme, sub-paragraph (2) shall be omitted.

47. In Chapter X of the said Scheme, in paragraph 26-B, the words "or, where a State Commissioner is appointed, that of the State Commissioner" shall be omitted.

48. In Form 5-A of the said Scheme, for the words "Regional State", the word "Regional" shall be substituted.

Authorisation of Collectors of Districts and Revenue Divisional Officers to make Examination on oath Under Workmen's Compensation Rules

(G. O. Ms. No. 10, Industries, Labour and Co-operation (Labour),
2nd January 1964)

AMENDMENT TO NOTIFICATION

II-1 No. 621 of 1964.

Under sub-rule (1) of rule 3 of the Workmen's Compensation Rules, 1924, the Governor of Madras hereby makes the following amendment to the Industries, Labour and Co-operation Department Notification II-1 No. 2471, dated the 2nd April 1963, published at page 1113 of Part II—Section 1 of the Fort St. George Gazette, dated the 1st May 1963:—

AMENDMENT

In the said notification, for the words "the District Collectors and Revenue Divisional Officers", the words and brackets "the Personal Assistant (General) to the Collector of the Nilgiris, all Revenue Divisional Officers in the other districts and all District Collectors" shall be substituted.

Appointment of Inspectors for Certain Local Limits Under Madras Industrial Establishments (National and Festival Holidays) Act

(G. O. Ms. No. 148, Industries, Labour and Cooperation (Labour)
8th January, 1964)

II-1 No. 552 of 1964.

In exercise of the powers conferred by sub-section (1) of section 6 of the Madras Industrial Establishments (National and Festival Holidays) Act, 1958 (Madras Act XXXIII of 1958) the Governor of Madras hereby makes the following amendment to the Industries, Labour and Co-operation Department Notification II-1 No. 2193 of 1960, dated the 26th October 1960, published at pages 743-746 of Part II—Section I of the Fort St. George Gazette, dated the 18th November 1960 :—

AMENDMENT

In the schedule to the said notification, under the heading "Chingleput District", for item 27 and the entries relating thereto, the following item and entries shall be substituted, namely :—

"27. Assistant Inspector of Labour, Tiruvallur.	Tiruvallur, Ponneri, Tiruttani and Pallipet taluks and Madavaram, Naravarikuppam, Villiwakkam, Arni Padi, Padikuppam, Korattur, Polal and Erukancheri villages of Saidapet taluk.
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Amendment to Employees' Provident Funds Scheme.

Fort St. George, January 15, 1964

II-1 No. 622 of 1964.

The following notification of the Government of India, Ministry of Labour and Employment dated New Delhi, the 18th December 1963 is republished :—

G. S. R. 1982.—In exercise of the powers conferred by section 5 read with sub-section (1) of section 7 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby makes the following scheme further to amend the Employees' Provident Funds Scheme, 1952, namely :—

1. This Scheme may be called the Employees' Provident Funds (Twenty-third Amendment) Scheme, 1963.

2. In the Employees' Provident Funds Scheme, 1952, in sub-clause (XXV) of clause (b) of sub-paragraph (3) of paragraph 1, after the words, letters and figures "No. G. S. R. 786, dated the 6th June 1962" the words, letters and figures "as amended by the notification No. G. S. R. 1461, dated the 29th August 1963" shall be inserted.

AMENDMENT TO EMPLOYEES' PROVIDENT FUNDS SCHEME

Fort St. George, January 9, 1964

II-1 No. 553 of 1964.

The following notification of the Government of India, Ministry of Labour and Employment, dated New Delhi, the 13th December 1963, is republished :—

G. S. R. 1942.—In exercise of the powers conferred by section 5, read with sub-section (1) of section 7 of the Employees' Provident Funds Scheme, 1952, namely :—

1. This Scheme may be called the Employees' Provident Funds (Twenty-second Amendment) Scheme, 1963.

2. In the Employees Provident Funds Scheme, 1952 in Form S-A after item No. 13, the following item shall be inserted, namely :—

"14. Name and postal address of the person (s) in charge of and responsible for the conduct of the business of the company/establishment".

Supply of Cumblies and Rugs to Plantation Workers Under Madras Plantations Labour Rules.

AMENDMENT TO NOTIFICATION

(G. O. Ms. No. 50, Industries, Labour and Co-operation (Labour)
3rd January, 1964)

III No. 63 of 1964.

Under rule 68 of the Madras Plantations Labour Rules, 1955, the Governor of Madras hereby makes the following amendment to the Industries, Labour and Co-operation Department Notification III No. 56 of 1960, dated the 28th July 1960, published at page 182 of Part III of the Fort St. George Gazette, dated the 17th August 1960 :—

AMENDMENTS

In the said Notification, for the Second paragraph, the following paragraph shall be substituted, namely :—

"The Cumblies and rugs, which shall normally be 2.74 metres in length, 1.22 metres in breadth, and 2.13 metres in length, 1.22 metres in breadth, respectively, and each weighing 1.8 kilograms shall be of such suitable quality as may be approved by the Chief Inspector of Plantations.

Provided that variation in dimensions of cumblies and rugs of good quality upto 5 percent may be allowed by the Chief Inspector of Plantations."

Extension of Employees' Provident Funds Act to Bone Crushing Industry.

II-1 No. 810 of 1964.

The following notification of the Government of India, Ministry of Labour and Employment, dated New Delhi, the 31st December 1963, is republished :—

G. S. R. 67.—Whereas the Central Government is of opinion that a provident Fund Scheme should be framed under the Employees' Provident Funds Act, 1952 (19 of 1952), in respect of the employees of the bone crushing industry ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby directs that with effect from the 31st January 1964, the said industry shall be added to Schedule I to the said Act.

Date of coming into force of Certain Provisions of Employees' State Insurance Act in Certain Areas of Vellore and Nagapattinam in Madras State.

(G. O. Ms. No. 732, Industries, Labour and Co-operation (Labour)
Dated 8—2—64

II-1 No. 811 of 1964.

The following notification of the Government of India, Ministry of Labour and Employment, dated New Delhi, the 17th January 1964, is republished :—

S. O. 309.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 25th day of January 1964, as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force), and Chapters V and VI (except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in Nagapattinam and Vellore-Katpadi in the State of Madras namely :—

1. The area within the limits of the Nagapattinam revenue village in Nagapattinam taluk, in Thanjavur district.

2. The area within the limits of the revenue villages of—

North Vellore ;
South Vellore ;
Allapuram
Thorapadi ; and
Shenpakkam

in Vellore taluk and the areas within the limits of the revenue villages of—

Darapadavedu ;
Kalinjar ;
Kangayanallore ; and
Virudampet

in Gudiyatham taluk of North Arcot district.

Appointment of Inspectors of Factories to exercise of powers of Inspectors and specification of authorities to Chief Inspectors and Inspectors under Factories Act.

(G. O. Ms. No. 444, Industries, Labour and Co-operation (Labour),
28th January 1964.)

II-1 No. 896 of 1964.

In exercise of the powers conferred by sub-section (1) of section 8 of the Factories Act 1948 (Central Act LXIII of 1948), and in supersession of all the previous notifications on the subject, the Governor of Madras hereby appoints with effect on and from the 1st February 1964 the persons specified in column (1) of Schedules 1, II and III below to be Inspectors for the purposes of the said Act and assigns to each of them the local limits specified in the corresponding entries in column (2) thereof, as the local limits within which such persons shall exercise the powers of the Inspectors under the said Act.

Under sub-section (6) of the said section 8, the Governor of Madras hereby declares that the prescribed notices and returns in respect of the local limits specified in column (2) of schedule II below shall be sent to the Inspector specified in the corresponding entries in column (1) thereof.

Under sub-section (5) of the said section 8 the Governor of Madras hereby appoints with effect on and from the 1st February 1964 the Inspectress of Factories to be an Additional Inspector for the purposes specified in the Madras Factories Rules, 1950 in so far as the employment of women and children is concerned.

SCHEDULE

<i>Persons.</i> (1)	<i>Local Limits.</i> (2)
Deputy Chief Inspector of Factories.	The whole of the State of Madras.
Superintending Inspector of Factories, Madras.	Madras City.
Superintending Inspector of Factories, Chingleput at Madras and Assistant Inspector of Factories, Chingleput at Madras.	Chingleput, North Arcot and South Arcot districts.
Superintending Inspector of Factories, Tiruchirappalli and Assistant Inspector of Factories, Tiruchirappalli.	Salem, Tiruchirappalli and Thanjavur districts.
Superintending Inspector of Factories Coimbatore and Assistant Inspector of Factories, Coimbatore.	Nilgiris and Coimbatore districts.
Superintending Inspector of Factories, Madurai and Assistant Inspector of Factories, Madurai.	Madurai and Ramanathapuram districts.
Superintending Inspector of Factories, Tirunelveli and Assistant Inspector of Factories, Tirunelveli.	Tirunelveli and Kanyakumari districts.

Schedule II

<i>Persons.</i> (1)	<i>Local Limits.</i> (2)
Inspector of Factories, Madras-I.	Corporation Divisions 1 to 20 of Madras City and the area comprising the Fort St. George.
Inspector of Factories, Madras-II.	Corporation Divisions 21 to 57 of Madras City.
Inspector of Factories, Madras-III.	Corporation Divisions 58 to 72 of Madras City.
Inspector of Factories, Madras-IV.	Corporation Divisions 73 to 100 of Madras City.
Inspector of Factories, Chingleput at Madras.	Chingleput district and Arkonam taluk of North Arcot district.
Inspector of Factories, Vellore.	Wallajah, Vellore, Gudiyatham, Tirupathur, Arni, Cheyyar, Wandiwash and Polur taluks of North Arcot district.
Inspector of Factories, Cuddalore.	South Arcot district and Chengam and Tiruvannamalai taluks of North Arcot district.
Inspector of Factories, Salem-I.	Salem taluk excluding Electoral Wards 28 to 32 of Salem Municipality, Yercaud, Hosur, Krishnagiri, Dharmapuri, Harur and Omalar taluks of Salem district.
Inspector of Factories, Salem-II.	Electoral Wards 28 to 32 of Salem Municipality and Sankari, Tiruchengode, Rasipuram, Attur and Namakkal taluks of Salem district.
Inspector of Factories, Tiruchirappalli.	Odayarpalayam, Perambalur, Musiri, Lalgudi, Karur, Kulithalai and Tiruchirappalli taluks of Tiruchirappalli district.
Inspector of Factories, Thanjavur.	Kumbakonam, Papanasam, Thanjavur and Orathanadu taluks of Thanjavur district and Kulathur, Alangudi and Tirumayam taluks of Tiruchirappalli district.
Inspector of Factories, Tiruvarur.	Sirkali, Mayuram, Nannilam, Mannargudi, Nagapattinam, Tiruturaipoondi, Pattukkottai and Aranthangi taluks of Thanjavur district.
Inspector of Factories, Ootacamund.	Nilgiris district and Avanashi taluk of Coimbatore district.
Inspector of Factories, Erode.	Gobi, Bhavani and Erode taluks of Coimbatore District.
Inspector of Factories, Tirupur.	Palladam taluk of Coimbatore district.
Inspector of Factories, Coimbatore.	Coimbatore taluk of Coimbatore district.
Inspector of Factories, Pollachi.	Pollachi, Udumalpet and Dharapuram taluks of Coimbatore district.
Inspector of Factories, Dindigul.	Palni, Dindigul, Kodaikanal, Nilakottai and Periyakulam taluks of Madurai district.
Inspector of Factories Virudunagar.	Sattur, Aruppukkottai, Muduklathur, Paramakudi and Ramanathapuram taluks of Ramanathapuram district.

Inspector of Factories, Madurai-I.	Madurai taluk excluding Electoral Wards 11 to 26 of Madurai Municipality, Melur taluk of Madurai district and Tirupathur, Sivaganga, Tiruvadanai taluks of Ramanathapuram district.
Inspector of Factories, Madurai-II.	Part of Madurai Municipality (Electoral Wards 11 to 26) and Tirumangalam taluk of Madurai district and Srivilliputtur Taluk of Ramanathapuram district.
Inspector of Factories, Tirunelveli.	Sankarankoil, Shencottah, Tenkasi, Ambasamudram, Tirunelveli and Nanguneri taluks of Tirunelveli district and Kanyakumari district.
Inspector of Factories, Tuticorin.	Kovilpatti, Srivaikuntam and Tiruchendur taluks of Tirunelveli district.

Schedule III

Superintending Inspector of Factories (Productivity), Madras.	The whole of the State of Madras.
Superintending Inspector of Factories (Accidents, Statistics and Research), Madras.	do
Inspector of Factories, Coimbatore.	Coimbatore, Salem Ramanathapuram, Madurai and Tirunelveli Districts.

II-1 No. 897 of 1964

Under sub-section (7) of section 8 of the Factories Act 1948 (Central Act IXIII of 1948), and in supersession of all the previous notifications on the subject the Governor of Madras hereby specifies the authorities mentioned in column (1) of the table below, as the authorities to whom the Chief Inspector and Inspectors mentioned in the corresponding entries in column (2) thereof shall be officially subordinate.

The Table.

Authorities. (1)	Chief Inspector and Inspectors. (2)
Commissioner of Labour.	Chief Inspector of Factories.
Chief Inspector of Factories.	Deputy Chief Inspector of Factories.
Chief Inspector of Factories and Deputy Chief Inspector of Factories.	(1) Superintending Inspector of Factories (2) Inspector of Factories. (3) Inspectress of Factories.
Superintending Inspector of Factories.	(4) Assistant Inspector of Factories. (1) Inspector of Factories. (2) Inspectress of Factories. (3) Assistant Inspector of Factories.

2. This notification shall come into force on the 1st February 1964.

Addition to Part I of Schedule in respect of Employment in cotton waste under Minimum Wages Act.

(G. O. Ms. No. 660, Industries, Labour and Co-operation (Labour), 15th February 1964.)

II-1 No. 899 of 1964.

Whereas the Government of Madras are of opinion in respect of the employment in cotton waste that minimum rates of wages should be fixed under that Minimum Wages Act, 1948 (Central Act XI of 1948):

Now, therefore, in exercise of the powers conferred by section 27 of the said Act, the Governor of Madras hereby adds to Part I of the Schedule of the said Act, the employment aforesaid, notice of the intention so to do having been previously published as required by the said section.

விளம்பரம்

தொழில்-தொழிலாளர் கூட்டுறவுத் துறை

(1963-ம் ஆண்டு நவம்பர் மாதம் 28-ம் தேதியுள்ள 5592-ம் அரசாங்க ஆணை.)

1948ம் ஆண்டு தொழிற்சாலைச் சட்டத்தின் (மத்தியச் சட்டம் 63/1948) 6 வது பிரிவின் (1) உட்பிரிவு 21 வது பிரிவின் (2) உட்பிரிவு 41 வது பிரிவு 61 வது பிரிவின் (3) உட்பிரிவு, 72 வது பிரிவின் (3) உட்பிரிவு 112 வது பிரிவு ஆகியவைகளில் கொடுத்துள்ள அதிகாரங்களைக் கொண்டு சென்னை மாநிலக் கவர்னர் அவர்கள், முன்னாள் அபிவிருத்தித் துறையில் 1950ம் ஆண்டு மார்ச்சு மாதம் 15ம் தேதியன்று பிறந்த விளம்பரத்துடன் 1950ம் ஆண்டு ஏப்ரல் மாதம் 25ம் தேதியுள்ள செயன்ட் ஜார்ஜ் கோட்டை அரசிதழ் 1ம் பாகத்தில் விதிகள் அனுப்பந்ததைச் சேர்ந்த 103 முதல் 178 வரையிலுள்ள பக்கங்களில் (ஆங்கிலத்தில்) வெளியிட்டுப் பின்னர்த் திருத்தப்பட்ட 1950ம் ஆண்டு சென்னைத் தொழிற்சாலை விதிகளில் அடியிற்கண்ட திருத்தங்களை இதனால் செய்கிறார்கள். இவ்விளம்பரம் மேற்சொன்ன சட்டத்தின் 115 வது பிரிவின்படி ஏற்கெனவே வெளியிடப்பட்டுள்ளது.

திருத்தங்கள்

மேற்படி விதிகளிலே :-

1. 3வது விதியில் :-

(ஏ) ஆரம்ப பகுதியில் உள்ள (2) உப விதியில் “1வது நமூனா” என்னும் இலக்கத்திற்கும். எழுத்துக்களுக்கும் சொற்களுக்கும் பிறகு, “மூன்று பிரதிகளில்” என்னும் சொற்களைச் சேர்த்துக் கொள்ள வேண்டும்.”

(பி) (4) உப விதிக்குப் பிறகு கீழ்க்கண்ட உப விதியை அமைத்துக் கொள்ளவேண்டும் அதாவது.

“(5) (ஏ) கட்டியுள்ள மீண்டும் கண்டியுள்ள விஸ்தரித்துள்ள அல்லது பயன்படுத்திவருகிற ஒரு தொழிற்சாலை அல்லது தொழிற்சாலை யின் பகுதியானது தலைமை இன்ஸ்பெக்டரால் அங்கீகரிக்கப்பட்ட திட்டங்களை அனுசரித்தே இருக்கவேண்டும். மேற்படி ப்ளான்கள் எந்த நிபந்தனைகளுக்குட்பட்டு அங்கீகரிக்கப்பட்டனவோ அவற்றைத் திருப்பிப் படுத்தும் வகையில் இருக்கவேண்டும்.

(பி) தலைமை இன்ஸ்பெக்டரால் அங்கீகரிக்கப்பட்ட ப்ளான்களில் ஏற்கெனவே காட்டியுள்ளபடி அதிகமான நிலப்பரப்பை அடைத்துக் கொள்ளாத யாதொரு யந்திரம், பரைம் மூவர் அல்லது நிலையான இணைப்பு ஆகியவற்றிற்குப் பதிலாகவன்றி மற்றப்படி, மேற்படி ப்ளானில் காட்டப்படாத யாதொரு யந்திரம், பரைம் மூவர் அல்லது நிலையான இணைப்பை ஒரு தொழிற்சாலையில் நிறுவவோ இணைக்கவோ அல்லது பயன்படுத்தவோ கூடாது.

(2) 53வது விதியில் :

(ஏ) V அட்டவணையில் 5வது இனமாகிற தோலுரிக்கும் தொழிற்சாலைகள் (Decorticating Factories) விசேஷ விதி என்பதற்குப் பிறகு கீழ்க்கண்ட இனத்தைச் சேர்த்துக் கொள்ளவேண்டும்.

“6. மெரு கேற்றுவதல், அரைத்தல் முதலியவற்றிற்கான யந்திரங்கள் பயன்படுகிற தொழிற்சாலைக்குரிய விசேஷ விதிகள் :

பாதுக்காப்பான ஏற்பாடுகள் : (ஏ) மெருகேற்றுவதல், அரைத்தல் ஆகியவற்றைச் செய்யும் யந்திரங்களிலுள்ள காலர்கள் (Collars) செட்ஸ்க்கு கைப்பிடிகள் இடை இணைப்புகள் (Couplings) பொறியை ஒட்டவும் நிறுத்தவும் செய்யும் கிளச்சுகள் (clutches) சாவிக்கள், கப்பிகள் திருகாணிகள் ஆகியவற்றைச் சிறந்த முறையில் பாதுகாக்கவேண்டும்.

(ப) (1) குறைபாடுள்ள சக்கரங்களைப் பயன்படுத்தக்கூடாது.

(2) அரைக்கும் சக்கரங்கள் அவற்றின் கதிர்களின்மேல் சலபமாகப் பொருந்தவேண்டும். அவற்றைக் கதிர்களின்மேல் அழுத்திப் போடவுங்கூடாது, தளர்த்தியாக இருக்கும்படிப் போடவுங்கூடாது.

(3) நடுவிலுள்ள மென்மையான உலோகத் தகடுகள் சக்கரங்களின் பக்கவாட்டுக்குமேல் நீட்டிக்கொண்டிருத்தலாகாது. சக்கரங்கள் கூடிய வரை பொருத்தமான நிலையில் இருக்கவேண்டும். வெள்க் ரெஸ்டுகளை (Work Rests) சக்கரங்களின் அருகாமையிலிருக்கும் படியாக அமைக்கவேண்டும்.

(4) சாத்தியமான இடங்களில் எல்லாம் சக்கரத்திற்கும் அதன் ஒவ்வொரு விளிம்புக்கும் இடையில் குறைந்த பட்சம் சக்கர விளிம்புகளின் விட்டத்தின் அளவுகளைக்கொண்ட மையொற்றும் காகிதம், ரப்பர் போன்ற ஒரு பொருளை அழுத்தி அழுக்கக்கூடிய ஊடுபொருளாக இணைக்கவேண்டும்.

(5) அரைக்கும் தொழிலையும் மெருகேற்றும் தொழிலையும் செய்யும் சக்கரத்தின் பிதுங்கி நிற்கிற நுணிகளை நன்றாகப் பாதுகாக்கவேண்டும்.

(சி) தலைமை இன்ஸ்பெக்டரின் எழுதிய அனுமதியுடன் மற்றப் படி வெண்ணிய குருந்தக்கல் அல்லது கருநிறக் குருந்தக்கல்லை அறைக்கும் ஒவ்வொரு சக்கரமும் உறுதியான ஓர் இரும்பு மூடியால் மூடப்படாமலிருத்தல் கூடாது. வெடித்துச் சிதறும்பொழுது துணுக்குகளை வெளியே விடாமல் நிறுத்திவைக்கும் அளவுக்குச் சாத்தியமான வரையில் அந்த மூடி சக்கரத்தை மறைத்துக்கொண்டு இருத்தல் வேண்டும். மேற் கூறிய மூடி யந்திரத்தின் சட்டத்துடன் அல்லது திடமான பகுதியுடன் இணைக்கப்பட்டிருத்தல் வேண்டும்.

(டி) அரைக்கும் பணியையும் மெருகேற்றும் பணியையும் செய்யும் சக்கரங்களில் பணியாளர்கள் தொடர்ந்து பணியாற்றும் விஷயத்தில் அச்சக்கரங்களில் தூசிகளை வெளியேற்றுவதற்குச் சாத்தியமான ஒரு சிறந்த அமைப்பை ஏற்படுத்தவேண்டும்.

(இ) தயாரிப்பாளர் சிபாரிசு செய்ததைவிட அதிகமான வேகத்தில் சக்கரங்களை இயக்குதல் கூடாது.

(பி) V அட்டவணைக்குப் பிறகு, கீழ்க்கண்ட அட்டவணையைச் சேர்த்துக் கொள்ளவேண்டும் : அதாவது.

அட்டவணை VI

எல்லாத் தொழிற்சாலைகளும்

(ஏ) சாத்தியமான இடங்களிலும் இன்ஸ்பெக்டர் அவசியம் எனக்கருதும் இடங்களிலும் மேல்நிலை வழிகளுக்காக சர்வீஸ் ப்ளாட்பாரங்களையும் வழிகளையும் ஏற்படுத்தவேண்டும். அவர் சொல்லுகிற இடங்களில் மேற்கூறியவற்றிற்குக் கிராதிகளுடனும் காலுன்றி நிற்குமிடங்களுடனும் பாதுகாப்பான கிராதிகளை அமைக்கவேண்டும் :

(பி) யந்திரம் இயங்கிக் கொண்டிருக்கும்போது கையாளவேண்டிய அல்லது இயக்கவேண்டிய பேரிங் கிளாச்சுகள் (bearing clutches) பெல்ட் சிப்பிங் லீவர்கள், மற்ற உபகரணங்கள் ஆகியவற்றை எளிதில் சென்றடையும்படி நுழைவழிகளுக்கு வகைசெய்திருத்தல் வேண்டும் :

(சி) பட்டைகளை மறுபடியும் மாட்டுதல் அல்லது மேல் நிலை மட்டத்திலுள்ள யந்திரத்தைக் கவனித்தல் ஆகிய பணிகளைச் செய்வதற்குப் பயன்படுத்தும் பணிகள் அனைத்தும் அப் பணிகளுக்காகவேன்றே விசேஷமாகச் செய்தவையாக இருத்தல் வேண்டும். அவற்றில் கொக்கிகளும் நழுவி விழுந்துவிடாமல் காக்கும் அமைப்புகளும் இருக்கவேண்டும் :

(டி) இயங்கிக் கொண்டிருக்கிற எந்த இயந்திரத்தையும் கையில் வைத்திருக்கும் பஞ்சக் கழிவு; கந்தத் துணி அது போன்ற இதர பொருள்களால் துடைக்கக்கூடாது ;

(இ) இணைப்புகள் உறுதியாக உள்ளவா என்பதையும் பட்டைகள் சரியான இழுவையுடன் வைக்கப்பட்டிருக்கின்றனவா என்பதையும் உறுதிபடுத்திக் கொள்ளும் பொருட்டு பட்டைகள் அனைத்தையும் முறையாகப் பரிசீலனை செய்யவேண்டும்.

(எப்) கொதிகலனுடைய நீர் அளவைப் பாத்திரம் ஒவ்வொன்றுடனும் சிறந்த பாதுகாப்பு பொருத்தப்பட்டிருத்தல் வேண்டும்.

(ஜி) நீராவி யந்திரங்களில் கண்டென்சர் குழாய்களையும் எண்ணெய் யந்திரங்களின் வெளிப் போக்கு குழாய்களையும் போதுமான அளவில் பாதுகாப்பாக வைத்திருக்கவேண்டும் :

(3) 54-ஏ விதியில் (1) முதல் (4) வரையிலுள்ள இனங்களுக்குப் பதிலாக கீழ்க்கண்ட இனங்களை அமைத்துக்கொள்ள வேண்டும் : அவையாவன :

“(1) எழுத்து அச்ச இயந்திரத்தின் பிளேட்டன் அசைவு (Platen Motion)

(2) விசை அச்ச இயந்திரங்களின் மாற்று அச்சுகள் (Reciprocating dies)

(3) கில்லட்டில் யந்திரத்தின் மாற்றுக்கத்தி (Reciprocating knife.)

(4) வேர்க்கடலை யாட்டும் யந்திரம், சோப்புக் கரைப்பு யந்திரம், உருக்காலைக்குவளை யந்திரம் போன்ற எல்லா யந்திரங்களிலும் உள்ள சுழலும் ட்ரங்கள், சிலிண்டர்கள் ஆகியவை.

(5) மிலக்கடலை தோலுரிக்கும் கருவியில் உள்ள சுழலும் கோல்கள் :

(6) வென்னிறக் குருந்தக் கல்லை அரைக்கும் சக்கரங்கள் (Abbrasive Wheels.)

(7) திருகாணிகளின் மேல் பாகங்கள், செட்ஸ்க்ரு காட்டன் பின்கள் கப்ளிங் போல்டுகள் ஆகியவற்றைப் போன்ற சுழலும் பாகங்களின் மேல் உள்ள பிதுக்கங்கள் :

(8) மின் விசிறியின் அலகுகள் உட்பட சுழலும் கப்பிகள் :

(9) கடைசல் யந்திரங்களின் காக்கி டிரைவர் (Cock Driver of lathes) பின் கியர்கள் (back gears), மாற்றுச் சக்கரங்கள் :

(10) பிளேனிங் யந்திரங்கள், உருவமைக்கும் யந்திரங்கள், துளை போடும் யந்திரங்கள், ஆக்கர் யந்திரங்கள், மில்லிங் யந்திரங்கள் ஆகியவற்றின் லெவல் டிரைவுகள் (Level Drives)

(11) எண்ணெய்ச் செக்குகளில் பல் சக்கரங்களும் (Cog) லெவல் ட்ரைவுகளும்."

(4) 79வது விதிக்குப் பதிலாக, அடியிற்கண்ட விதியை அமைத்துக் கொள்ளவேண்டும் : அதாவது

"79. வேலைக்கால அளவுபற்றிய அறிவிப்பு : பிரஸ்தாப சட்டத்தின் 61வது பிரிவின் (1) உட்பிரிவில் சொல்லியுள்ள வயது வந்தவர்களுக்கான வேலைக்கால அளவுபற்றிய அறிவிப்பும் மேற்படி சட்டத்தின் 72வது பிரிவின் (1) உட்பிரிவில் சொல்லியுள்ள சிறுவர்களுக்கான வேலைக்கால அளவுபற்றிய அறிவிப்பும், 11வது நமூனாப்படியிருக்கல் வேண்டும். தொழிற்சாலையில் முக்கியமான ஒரிடத்தில் அல்லது வாயிலின் அருகில் ஆங்கிலத்திலும் தமிழிலும் அவற்றை ஒட்டி வைக்கவேண்டும்."

(5) 85வது விதியை விட்டுவிடவேண்டும்.

(6) 11வது நமூனாவிற்குப் பதிலாக, கீழ்க்கண்ட நமூனாவை அமைத்துக் கொள்ளவேண்டும் : அதாவது.

(நமூனா இணைக்கப்பட்டுள்ளது)

(7) 13வது நமூனாவை விட்டுவிடவேண்டும்.

நமூனா - 11

(79-வது விதியின் கீழ் நிர்ணயிக்கப்பட்டது.)

வயதுவந்த வேலையாட்கள், சிறுவர்கள் ஆகியோருக்கான வேலைக்காலக் அளவுபற்றிய அறிவிப்பு.

தொழிற் சாலையின் பெயர்..... இடம்.....

வேலைக்கால அளவு

ஆண்கள்		பெண்கள்		சிறுவர்கள்		தொகுதி விவரம்	
வேலைக்கமர்த்தியுள்ள ஆண் களின் மொத்த எண்ணிக்கை		வேலைக்கமர்த்தியுள்ள பெண் களின் மொத்த எண்ணிக்கை		வேலைக்கமர்த்தியுள்ள சிறுவர் களின் மொத்த எண்ணிக்கை		தொகுதி எழுத்து	குறிப்பு
ஏ	பி	ஏ	பி	ஏ	பி	தன்மை	புகள்
1	2	3	4	5	6	7	8
1	2	3	4	5	6	7	8
தொகுதிகள் ரிலே / ஷிபு							
வேலைத் தினங்களில் :-							
.....	முதல்	.....	முதல்	.....	முதல்	.....	.....
.....	வரை	.....	வரை	.....	வரை	.....	.....
.....	முதல்	.....	முதல்	.....	முதல்	.....	.....
.....	வரை	.....	வரை	.....	வரை	.....	.....
.....	முதல்	.....	முதல்	.....	முதல்	.....	.....
.....	வரை	.....	வரை	.....	வரை	.....	.....
.....	முதல்	.....	முதல்	.....	முதல்	.....	.....
.....	வரை	.....	வரை	.....	வரை	.....	.....
.....	முதல்	.....	முதல்	.....	முதல்	.....	.....
.....	வரை	.....	வரை	.....	வரை	.....	.....
பகுதி நேர வேலைத் தினங்களின் :-							
.....	முதல்	.....	முதல்	.....	முதல்	.....	.....
.....	வரை	.....	வரை	.....	வரை	.....	.....
.....	முதல்	.....	முதல்	.....	முதல்	.....	.....
.....	வரை	.....	வரை	.....	வரை	.....	.....
.....	முதல்	.....	முதல்	.....	முதல்	.....	.....
.....	வரை	.....	வரை	.....	வரை	.....	.....

(கையொப்ப மிட்டகு) நிர்வாகஸ்தர்

இந்த அறிவிப்பு முதலில் காட்டி வைக்கப்பட்ட தேதி வாரந்திர விடுமுறைகள்

CODE OF DISCIPLINE IN INDUSTRY

(Ratification by the unions unaffiliated to any Central Organisation)

As the 15th session of the Indian Labour Conference held in New Delhi, in July, 1957, certain basic principles were laid down for adherence by both employees and workers. A sub-committee appointed for this purpose evolved a Code of Discipline in Industry which was adopted by the Standing Labour Committee at its 16th Session held in October, 1957. The idea underlying the code is that, apart, from the provisions contained in labour laws some principles and procedures should be voluntarily accepted by employers and workers in order that discipline may be maintained in industry. To this end the code lays down norms of behaviour both for employers and workers. The code was ratified by the representatives of the central employers and workers organisations at this conference.

In consequence, organisation whether of employers or workers affiliated to any of the central organisations which have ratified the code will therefore be bound by the code.

A list of Trade Unions and managements not affiliated to any central organisations which have ratified the code during the month of January 64 as observed from the reports of the Labour Officers of this State is given below.

List of Local Bodies which have ratified the Code of Discipline during the month of January 1964.

1. Karur Municipality Public Health, Engineering and Electrical Departments, P. B. No. 61, Karur.

List of Employers Organisations which have ratified the Code of Discipline during the month of January 1964.

1. The Amaravathi Co-operative Sugar Mills Limited, Madathukulam P. O., Udampalpet Taluk.

List of Workers' Unions which have ratified the Code of Discipline during the month of January 1964.

1. Kanyakumari District Fibre Workers Union, Colachel.
2. Coimbatore District Hospital Workers Union, Coimbatore.
3. The Varadhalakshmi Mills National Workers Union, Rajagampeeram P. O., Manamadurai.
4. Chitram and Company Engineering Workers Union, Madras-1.
5. Rallis and Associated Concerns Employees Union, Madras-1.
6. Shimada Staff and Workers Union, Madras-23.
7. Satyanarayana Foundry Workers Union, Madras-1.
8. Tamilnad Government Steam Boats Building Workers' Union, Madras-1.
9. Madras Port and Dock Workers Congress, Madras-1.
10. M. B. T. Transport Workers Union, Madras.
11. Sri Lakshmi Saraswathi Motor Service Workers Union, Madras.
12. The Madurai District National All Works Labour Union, Madurai.

List of Units which have introduced the scheme of workers' Participation in Management.

"It would be of interest to readers to know that the Scheme of Workers Participation in Management has been introduced in the following establishments in the private and public sector of industry."

PUBLIC SECTOR :

1. Kathara Colliery of the N. C. D. C., Ranchi
2. Argada Colliery, Argada, District, Hazaribagh.
3. Bachara Colliery, Bachara.
4. Deulbera Colliery, Deulbera.
5. Gide Colliery, Gidi.
6. Talchar (Dora Colliery), Talchar.
7. 'D' Syal Colliery of the N. C. D. C., Ranchi.
8. Bermo Colliery of D. V. C.
9. The Hindustan Insecticides (P) Limited, New Delhi.
10. Nahan Foundry, Nahan.
11. Kerala Soap Institute, Calicut.
12. Kerala Government Ceramics, Kundara.
13. Government Oil Factory, Calicut.
14. Government Hydrogenation Factory, Calicut.
15. Travancore Plywood Industries, Punalur.
16. Government Ceramics Concerns, Kundara.
17. The Fertilizers & Chemicals Travancore (P) Ltd., Alwaye.
18. Electrical and Allied Industries (Travancore), Ltd., Kundara.
19. Gwalior Leather, Tannery & Tent Factory, Morar, Gwalior.
20. The Punjab Government Press, Chandigarh.
21. Government Press, Jodhpur.
22. Government Agricultural Workshop, Lucknow.
23. Mowar Textile Mills Limited, Bhilwara (Rajasthan).

N. C. D. C.
Collieries.

PRIVATE SECTOR :

1. India Pistons, Sembiam, Madras.
2. Addison Paints & Chemicals, Sembiam, Madras.
3. Associated Printers, Madras.
4. Higginbothams, Madras.
5. The Mall, Madras.
6. Wheel and Rim Factory, Madras.
7. Sri Rama Vilas Services Limited, Madras.
8. Addison & Company, Madras.
9. Simpson & Company, Madras.
10. Southern Roadways (P) Ltd., Madurai.
11. Visalakshi Mills, Madurai.
12. Dalmia Cement Works, Dalmiapuram.
13. Indian Aluminium Industries, Kundara.
14. United Electrical Industries, Quilon.
15. M/s. Malleable Iron & Steel Castings (P) Ltd., Lower Parel, Bombay-13.
16. Bombay Silk Mills Limited, Laulbagh, Bombay.
17. M/s. Devidayal Cable Industries (P) Limited, Bombay.
18. E. S. Patanwala, Patanwala Industrial Estate, Agra Road, Bombay-77.
19. M/s. Worli Chemicals, Dr. Annie Besant Road, Bombay-10.

(SIMPSON
GROUP
COMPANIES)

20. M. R. Industries Limited, Parel, Bombay.
21. M/s. Pana Lal Silk Mills Limited, Bombay-10.
22. Khora Stool Works and Furniture, Santacruz, Bombay.
23. Jayanand Khora Wood Furniture, Santacruz, Bombay.
24. Bombay Paints and Allied Products Limited, Bombay.
25. Shred Digvijay Cement Company, Sikka (Gujarat).
26. Arvind Mills Limited, Ahmedabad.
27. The Raj Kumar Mills Limited, Indore.
28. Kukam Chand Mills, Indore.
29. Kalyanmal Mills, Indore.
30. M/s. Tata Iron and Steel Company, Ltd., Jamshadpur.
31. Jamadoba Colliery.
32. 6 & 7 Pits Colliery.
33. Diswadih Colliery.
34. Sijua Colliery.
35. Malkera / Choitodih Colliery.
36. Bhelatand Colliery.
37. Panitola Tea Estate (Assam), Managing Agents. Balmer Lawrie & company, Calcutta.
38. Sonabhoor Tea Estate, Assam.
39. Good-hope Tea Estate, (Great Gopalpur Tea Estate), Jalpaiguri.
40. Gopalpur Tea Estate, Decars (West Bengal).
41. Hahaipatha (Rupali) Tea Estate, Dooars (West Bengal).
42. Sonali Tea Estate (West Bengal).
43. Cooch Behar Tea Company, Falketa (West Bengal).
44. Bally Jute Company, Limited, Bally, District, Hoogly.
45. Imperial Tobacco Company, Limited, Kiddorpore.
46. Indian Aluminium Company, Balur Works, Belur.
47. Hindustan Levers Limited, Calcutta.
48. Ganges Jute Manufacturing Company, Limited, Bansberia (West Bengal).
49. Bangasree Cotton Mills Limited, P.O. Sukehar, 24, Parganas, (West Bengal).
50. Hindustan Motors Limited, Calcutta.
51. Modi Spinning & Weaving Mills, Limited, Modinagar.
52. Aminchand Piare Lal, Jullundur City.
53. Zavar Mines, Zavar (Rajasthan).

(TISCO
COLLIERIES)

A list of Standing Orders certified during the period from 1—7—63 to 30—9—63 in Ramanathapuram, Salem, Tiruchirappalli and Tirunelveli Districts.

S. No. (1)	Name of the Industrial Establishments (2)	Date of Certification (3)
RAMANATHAPURAM DISTRICT		
112.	Thiagaraj Match Factory, Sathur.	28—7—1963
113.	Sri Vivekananda Match Works, Sathur.	28—7—1963
114.	Sri Murugan Ginning Factory, Rajapalayam.	28—7—1963
115.	The Imperial Match Works, Sivakasi.	31—7—1963
116.	Indian National Fire Works, Ellayirampennai, (via) Sattur.	31—7—1963
117.	Jayam Match Works, Sivakasi.	31—7—1963
SALEM DISTRICT :		
118.	Sri Murugan Sago Factory, Karaikurichi.	22—8—1963
119.	Sree Shanmuga Silk Twisting Factory, Hosur.	22—8—1963
120.	Dhanapal Sago Factory, Salem-5.	30—8—1963
121.	Sree Subramaniaswamy Rice and Oil Mills, Dharmapuri.	30—8—1963
122.	Chandrasekaran Ginning and Oil Mills, Salem-2.	30—8—1963
123.	Sri Jayakrishna Sago Factory, Uchimettukadu Village, Attur Taluk.	30—8—1963
124.	Dhanalakshmi Mills, Mc Donald Choultry Post.	30—8—1963
125.	Sri Pachiammal Sago Factory, Manjini, Attur Taluk.	30—8—1963
126.	Sri Ganapathy Vilas Sago Factory, Ariyangoundanpatty.	30—8—1963
127.	Sri Elayaperumal Sago Factory, Ariyangoundanpatty.	30—8—1963
128.	Nandhi Dhall Mills, Salem-2.	30—8—1963
129.	Sri Murugan and Company Sago Factory, Salem-5.	30—8—1963
130.	S. P. R. M. R. Kumarasami Chetty & Co., Meyyanoor, Salem-4.	30—8—1963
131.	J. M. Soundappa Chettiar and Company, Komarapalayam.	30—8—1963
132.	K. L. Chinnasamy Mudaliar Powerloom Factory, Tiruchengode.	30—8—1963
133.	Sreedhar Sago Factory, Salem-5.	30—8—1963
134.	M. Dharmalingam & Bros. Sago Factory Belur.	30—8—1963
135.	Free India Match Company, Salem-3.	30—8—1963
TIRUCHIRAPALLI DISTRICT :		
136.	Saraba Metal Works, Crawford, Tiruchi-1.	31—8—1963
137.	Dhanalakshmi & Co., Rice Mill, Samayapuram Post, Lalgudi Taluk.	31—8—1963
138.	S. N. R. Ayyam Perumal & Co. Rice and Boiler Mill, Palakarai.	31—8—1963
139.	Burmah Shell Oil Storage and Distributing Co. India Ltd., Depot establishments at Tiruchi, Mettupalayam and Coimbatore.	31—8—1963
TIRUNELVELI DISTRICT		
140.	Shanmuga Vilas Rice Mill, Ambasamudram.	23—7—1963
141.	Srinivasan Ginning Factory, Kila-Iral Post.	23—7—1963
142.	Mahalakshmi Rice Mill, Cherankoilpattu Village, Pattamadai Post.	23—7—1963
143.	Arasan Ginning Factory, Nagalapuram.	28—7—1963
144.	Satyavan Ginning Factory, Kadambur Post.	28—7—1963

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 January, 1964.

Sl. No.	Name of the concern.	Date of settlement.	Points in disputes.	Terms of Settlement.	
				(4)	(5)
1)					
1.	Benkkal Estate, Coonoor.	22-1-64	Refusal of work to two workers.	The management agreed to employ one worker from 23-1-64 and the union did not press the issue regarding the other worker.	
2.	Glysdale Estate, Coonoor.	28-1-64	Dismissal of one worker.	Both the parties agreed to abide by the decision of the Commissioner of Labour, Madras on the issues detailed in the settlement.	
3.	Tuttapullam Estate, Tuttapullam	29-1-64	Dismissal of two workers.	do	
4.	Terrace Estate, Naduvattam P.O.	30-1-64	Non-employment of worker.	The management agreed to drop further proceedings on the four workers and to accept the apology of workers.	
5.	Rajah Mills (P) Ltd., Pollachi.	3-1-64	Non-employment of eleven workers.	The management agreed to provide work to the eleven workers in the day shift from 10-1-64 and also agreed to give them work in the night shift, in case no work is available in the day shift.	
6.	Shaikalmudi Estate, Hardipet P.O.	20-1-64	Suspension of one worker.	The management agreed to reduce the suspension inflicted on the worker by one day. The worker also agreed to give a written apology to the management in respect of the misconduct committed by him.	

(1)	(2)	(3)	(4)	(5)
7.	Nadumalai Estate, Valparai.	31-1-64	Suspension of a three workers.	The management agreed to reduce the suspension period as stated in the settlement.
8.	High Forest Estate, Mudis P.O.	"	Dismissal of a worker.	Both the parties agreed to leave the issue for the arbitration of the Commissioner of Labour, Madras.
9.	Ramanathapuram Co-operative Spinning Mills, Sriviliputbur.	8-1-64	Regarding stay-in-strike resorted to in the reeling department by the workers and the consequent lockout declared by the management.	The management have reinstated the dismissed workers and agree to reduce the wage cut of 8 days to two days.
10.	do	"	Dismissal of one worker.	The management and the Union agree to refer the dispute to the informal arbitration of the Commissioner of Labour, Madras regarding the dismissal of Sri N. Sundararajan.
11.	Industrial Machine Tools Co., Virudhunagar.	17-1-64	Non-employment of five workers.	The management and the Union agree to refer the dispute regarding the non-employment of 5 workers to the informal arbitration of the Assistant Commissioner of Labour-II, Madras.
12.	The Kaka Indian Foundry, Thiruthangal, Sivakasi.	31-1-64	Non-employment of 3 workers.	The management agrees to pay a compensation of Rs. 300/- to Sri M. Shanmugasundaram and Rs. 425/- to Sri Balasubramaniam and the Management agrees to pay retrenchment compensation to Sri K. Paramasivam if not already paid.
13.	M/S. Somasundaram Press, Coimbatore.	7-1-64	Charter of demands and wages.	The management agreed to fix the scales of workers, dearness allowance and extra increments from 1-8-63 and to revise the gratuity scheme from 1-8-63.
14.	M/s Sundaraj Lorry Service, Thanjavur.	4-1-64	Dismissal.	The management agreed to pay compensation.

(1)	(2)	(3)	(4)	(5)
15.	Certain hotels at Vijayapuram.	8-1-64	Bonus for 1961-62 and 1962-63.	The managements agreed to pay additional bonus.
16.	Vegetarian Refreshment Stall, Golden Rock.	24-1-64	Increment and bonus.	The management agreed to pay increment and 1 month 5 days wages as Deepavali Bonus.
17.	Prema Leather Works, Tiruchirappalli.	25-1-64	Dismissal.	The management agreed to pay compensation.
18.	Managements of Ambadi Estate, Kulasekaram, Paalali Estate, Kulasekharan, Maruthi Estate, Alnchola, Kamadhenu Estate, Sivalokam Estate, Kallal Estate, and Greenkam Estate, Kulasekharan.	8-1-64	Formulation of a Gratuity Scheme.	The managements agreed to formulate the Gratuity Scheme with effect from 1-1-1964 as detailed in the Agreement.
19.	Nagercoil municipality, Nagercoil	29-1-64	Non-payment of wages for the suspension period from 10-1-63 to 7-2-63 to Karuppan Kaniyalan.	Both parties agree to refer the above dispute for informal arbitration by the Commissioner of Labour, Madras and to abide by his decision.
20.	K. V. S. Siddha Rajan Powerloom Factory, Elampillai.	6-1-64	Non-employment of a worker.	The Union did not press the issue as the management had already paid compensation to the worker.
21.	Sri Murugar Textiles, Elampillai.	"	do	The management agreed to provide work to the worker but without wages for the period of non-employment, subject to certain conditions.
22.	Sri S. Rajanann Powerloom, Factory, Elampillai.	"	do	The management agreed to pay the retrenchment compensation to the worker, as already agreed to by them. The Union did not press the claim for his reinstatement.
23.	Sri K. V. S. Natarajan Powerloom Factory, Elampillai.	6-1-64	Bonus for the year 1962-63.	The management agreed to pay a sum of Rs. 35/- as bonus for the year 1962-63 to the workers who had not been paid bonus already subject to certain conditions.

(1)	(2)	(3)	(4)	(5)
24.	S. V. Sridhdapa Chettiar Powerloom Factory, Elampillai.	6-1-64	Bonus for the year 1962-63.	The management agreed to pay a sum of Rs. 35/- as bonus for the year 1962-63, to the workers who had not been paid bonus already, subject to certain conditions.
25.	Kandasami Textiles, Elampillai.	6-1-64	Bonus for the year 1962-63.	The management agreed to pay a sum of Rs. 35/- as bonus for the year 1962-63, to the workers who had not been paid bonus already, subject to certain conditions.
26.	S. Nataraja Chetty, Kandasami Chetti & Co. Powerloom, Factory, Elampillai.	6-1-64	Bonus for the year 1962-63.	do
27.	A. Balasubramaniam Powerloom Factory, Elampillai.	"	do	do
28.	Sri S. Mary Chettiar Powerloom Factory, Elampillai	"	do	do
29.	Sri S. Shunmugan Powerloom Factory, Elampillai.	"	do	do
30.	Sri S. Nataraja Chettiar Powerloom Factory, Elampillai.	"	do	do
31.	Sri S. Arunagiri Chettiar Powerloom Factory, Elampillai	"	do	do
32.	Sri K. V. S. Sridharajan Powerloom Factory, Elampillai.	6-1-64	do	The management agreed to pay Rs. 3/- for each month of service rendered by the workers as Deepavali bonus for the year 1963.
33.	S. Santhana Chettiar Powerloom Factory, Elampillai.	6-1-64	Bonus for the year 1962-63.	The management agreed to pay Rs. 3/- for each month of service rendered by the workers as Deepavali bonus for the year 1963.
34.	S. Rajanann Powerloom Factory, Elampillai.	6-1-64	do	do

(1)	(2)	(3)	(4)	(5)
35.	K. R. M. S. (A. Vimalan) Dharmapuri.	7-1-64	Payment of batta, wages etc.	The management agreed to pay the drivers and conductors who are detained on the way due to stoppage of bus for unavoidable reasons, batta and allowances at the usual rates which they would have got, but for the stoppage of the bus. The management also agreed to discuss the matter further regarding payment of gratuity to nine workers before the Labour Officer, Salem.
36.	1. K. R. M. S. (Mohan Brothers), Dharmapuri. 2. K. R. M. S. (A. Jayathilakam), Dharmapuri. 3. K. D. U. M. S. (P) Ltd., Dharmapuri.		do	do
37.	B. K. P. M. M. Bus Service, Krishnagiri.	6-1-64	Bonus for the year 1963-64	The management agreed to pay 1½ month's wages (consolidated wages) as bonus for the year 1963-64.
38.	B. K. P. M. Bus Service, Krishnagiri.	6-1-64	Bonus for the year 1963-64.	The management agreed to pay 1½ month's wages (consolidated wages) as bonus for the year 1963-64.
39.	B. K. P. M. G. Bus Service, Krishnagiri.	"	do	do
40.	B. K. P. M. K. Bus Service, Krishnagiri.	"	do	do
41.	Sri Rajendra Mills Ltd., Salem.	10-1-64	Revision of dearness allowance and demotion of a worker.	Both the parties agreed to refer the issue regarding revision of dearness allowance for informal arbitration by the Commissioner of Labour. The Union did not press the issue regarding demotion of the worker as the matter has been already settled.
42.	V. M. P. Metals and Alloys Co., Salem.	22-1-64	Revision of wages, dearness allowance, classification of workmen etc.	The management agreed to revise the rates of wages as detailed in the statement with effect from 27-1-64. The union did not press the other issues.
(1)	(2)	(3)	(4)	(5)
43.	Kerala Saw Mills, Madras-3.	6-1-64	Non-payment of bonus to two workmen.	The management agreed to pay one month's wages as bonus to the workers for the year 1962-63.
44.	Hochest De Pharmaceutical Ltd., Madras-7.	9-1-64	Charters of demands.	The management agreed to fix the scale of wages for the workers and dearness allowance as detailed in the annexures to the settlement and to introduce gratuity scheme and medical facilities as detailed in the settlement.
45.	G. D. Mallick Brothers, Madras-3.	15-1-64	do	The management agreed to pay 25 days' wages as bonus for the years 1961-62 and 62-63 and to introduce a gratuity scheme as specified in the settlement. The union did not press the other issues.
46.	Janatha Printing and Publishing Co., Madras-5.	16-1-64	Non-employment of a worker.	The management agreed to reinstate the worker with back wages from 17-1-64.
47.	P. M. Subramaniam & Co. Ltd., Madras-2.	21-1-64	Charter of demands.	The management agreed to pay one month's wages as bonus to all the workers for the year 1962-63, to supply two cups of Coffee to all workmen and to introduce the Gratuity scheme as specified in the settlement. The Union did not press the other issues.
48.	Queen's Hotel, Madras-34.	21-1-64	do	The management agreed to increase the basic wages from 1-12-1963, to pay one month's wages as bonus for the years 1961-62, 1962-63, 1963-64, 1964-65 to introduce the gratuity scheme from 1-12-63 and to grant four days' casual leaves with wages. The union did not press the other issues.
49.	Midland Theatre Canteen, Madras-2.	24-1-64	do	The management agreed to revise the scales of pay of the workers from 1-1-64. The union did not press the other issues.
50.	Khader and Yousuff Brothers, Madras.	25-1-64	Non-employment of a worker.	The management agreed to pay a sum of Rs. 200/- to the worker in full and final settlement of all the claims as retrenchment compensation.

1	2	3	4	5
51.	M/s. Parry & Co. Ltd., Madras.	21-1-64	Charter of demands.	The Management agreed to revise the scales of pay of the workers and dearness allowance with effect from 1-4-63 subject to certain condition as detailed in the settlement.
52.	M/s. Thomson & Co. (P) Ltd., Madras.	20-1-64	Revision of scales of pay, dearness allowance and bonus for the year 1962-63.	The management agreed to revise the scales of dearness allowance from 1-4-64 as detailed in the settlement. Both the parties agreed to have direct negotiation regarding the bonus.
53.	Mithra Press, Guddalore-2.	4-1-64	Bonus for the year 1962-63 and dearness allowance.	The management agreed to pay 1½ months' wages as bonus deducting the amount already paid before Pongal 1964, for the year 1962-63 and to pay adhoc increase in dearness allowance from 1-10-63 subject to certain condition.
54.	M/s. Tube Products of India, Avadi and Tube Products Cold Rolling Mill Factory, Avadi.	2-1-64	Charter of demands.	The management agreed to recognise the union, to raise the night shift allowance and dearness allowance; to pay bonus at the rates detailed in the settlement to extend the provident Fund benefit for the employees from 1-1-64 and to decide issue regarding protective dress etc.
55.	Siddharthan Hotel, Kallakurichi.	4-1-64	Non-employment of a worker.	The management agreed to pay a sum of Rs. 150/- to the worker in full and final settlements of all his claims as retrenchment compensation.
56.	Sri Rama Machinery Corporation, Thiruvottiyur.	9-1-64	Bonus for the years 1962-63, 1963-64 & 1964-65.	The management agreed to pay thirty days' wages (inclusive of dearness allowance) as bonus for the years 1962-63 and 1963-64 and thirty two days wages for the year 1964-65.
57.	Sri Kadirasan Press, Virudhachalam.	3-1-64	Bonus for the year 1962-63 and increasing the wages.	The management agreed to pay ten days' wages as bonus in addition to the bonus advance paid during 1963 and Deepavali gifts for the year 1962 in full or final settlement of their bonus claims for the years 1961-62 and 1962-63. The management also agreed to pay adhoc increase of wages to the workers from 1-9-63.
	(2)	(3)	(4)	(5)
58.	Bharat Pulverising Mills (P) Ltd., Madras-19.	18-1-64	Charter of demands.	The management agreed to fix the salaries of different categories of workers from 1-7-63 subject to certain condition to introduce the gratuity schemes as specified in the annexure to settlement. Union did not press the other issues.
59.	Swami Rice Mills, Madurai.	9-1-64	Non-employment of worker.	The management agreed to pay Rs. 110/- to the worker in full and final settlement of all her claims and to pay back to the worker the Provident Fund contribution which is due to her as per her account.
60.	Nagu Vilas Snuff Factory, Dindigul	21-1-64	Bonus for 1962-63.	The management agreed to pay the amount detailed against each of the nine workers in the settlement as bonus for the year 1962-63
61.	Sakthivel Sugar Factory, Dindigul.	21-1-64	Non-employment of two workers.	The management agreed to pay a sum of Rs. 571 to a worker and Rs. 427 to the other worker in full and final settlement of all their claims as retrenchment compensation.
62.	South India Co-operative Spinning Mills Ltd., Pettai.	6-1-64	Non-employment of a worker and suspension of two workers.	The management agreed to reinstate the discharged worker without back wages but with continuity of service and to treat the period of suspension in respect of two workers on leave without wages.
63.	Sankar Mills, Thalaiyuthu.	8-1-64	Charter of demands.	The management agreed to reinstate a worker in service without back wages but with continuity of service. Both the parties agreed to have direct negotiation on the issue bonus for the year 1962.
64.	Geethanjali Mills Ltd., Sankarankoil.	15-1-64	Reduction in production in the reeling department etc.	Both the parties agreed that the period from which the workers adopted 'Goslow policy' is to be treated as lay off to restart the working from 16-1-64 subject to certain condition and to give effect to suspension of five women workers after the commencement of the work in the factory.
65.	Bombay-Burma Trading Corporation Ltd. Manjulai.	21-1-64	Non-employment of a worker.	The management agreed to take back the worker with continuity of service but without back wages.

(1)	(2)	(3)	(4)	(5)
66.	Lakshmi Vilas, Lala Sweet meat Shop, Tirunelveli Junction.	22-1-64	Non-employment of a worker.	The management agreed to pay Rs. 400/- to the worker in full and final settlement of all his claims as retrenchment compensation.
67.	Hilal Press, Tirunelveli.	"	do	The management agreed to take back the worker from 3-1-64 and to pay Rs. 15/- towards back wages.
68.	Nellai Lodge, Tirunelveli.	"	do	The management agreed to reinstate the worker into service without back wages but with continuity of service.
69.	Lakshmi Mills, Kovilpatti.	30-1-64	Charter of demands.	The management agreed to cancel the fine imposed on three workers, to pay wages of Welders of hammermen's as the case may be if they work more than four hours a day, to designate six workers as siders from 1-3-64, to repay the wages deducted from two workers and to employ two sweepers for Carding department "A Mills". The union did not press the issue as specified in the settlement.
70.	Sri Karthigeya Spinning and Weaving Ltd., Singanallur.	16-1-64	Promotion of a worker.	The management agreed to give the worker promotion as reserve piecer in the next vacancy.
71.	Nirmala Engineering Works, Coimbatore.	25-1-64	Bonus for 1962-63.	The management agreed to grant bonus to the workers for the year 1962-63 as detailed in the settlement.
72.	M/s. Simson Mc. Conechy, Madras.	21-1-64	Gratuity and enhancement of dearness allowance.	The management agreed to enhance dearness allowance of the workers from 1-9-63 and deal with the issue regarding gratuity separately.
73.	Athirai Achagam, Madras.	24-1-64	Non-employment of a worker.	The management agreed to pay Rs. 160/- to the worker in full and final settlement of all his claims.
74.	M/s. Nair Industries, Madras-11.	"	Stoppage of work.	The workers agreed to report for the duty on 31-1-64. The management agreed to employ the workers with continuity of service and to consider the employment of workers who have already settled their accounts.

2. Particulars of voluntary and collective agreements made between employers and employees during the month of January 1964.

Serial No. (1)	Name of the parties. (2)	Date of Agreement. (3)	No. of workers involved. (4)	Points in disputes. (5)
1.	Rukmini Mills, Silaiman and their workers.	23-1-64	450	The management agrees to pay the reserve piecers doffers and spinners the same rates of wages as have been awarded by the Chief Minister of Madras in his award dated 20-12-63 in the case of 11 new Textile Mills.
2.	Thiagarajar Mills, Kappalur and their workers.	do	400	do
3.	Rajapalayam Mills Ltd., Rajapalayam and their workers.	22-1-64	135	The management agreed to confirm the temporary and daily coolies with effect from 1-1-64 and to revise the wages as per the annexures of the settlement.
4.	Sri Kamatchiamman, Silk Ribbon Factory, Komarapalayam.	19-1-64	—	Non-employment of Sri S. P. Sellappan and eight others.
5.	Pulliccar Mills Ltd., Tiruchengode.	18-1-64	—	Payment of gratuity to Smt. Pappayammal and 12 other demands of the workmen.
6.	Ganesan & Brothers, Madurai.	23-1-64	—	Non-employment of workers.
7.	Sri Meenakshi Mills Limited, Paravai.	23-1-64	—	Fixation of wages payable to spinners, doffers and reserve piecers in the Spinning Dept. who come under the award of the Honourable Chief Minister dated 20-12-63.
8.	Sri Sivakami Mills Limited, Thenur.	23-1-64	—	do



3. Statement showing the list of Industrial Disputes referred for adjudication to the Industrial Tribunal, Madras and Labour Courts, published in Part II, Section I, of the Fort St. George Gazette during the month of January, 1964.

S. No. (1)	Name of the concern in which the dispute has arisen. (2)	Issues (3)	G. O. No. and Date of reference. (4)
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Industrial Tribunal, Madras

Kanyakumari District

- | | | |
|--|--|--|
| 1. New-Saraswathy Talkies Lakshmi Talkies, Krishna Talkies, Nagercoil. | 1. Whether the demand for the grant of annual increments is justified, and if so, what should be the rate of increment for each category of employees.

2. Whether the demand for issue of free family passes is justified, and if so, to what extent? | G. O. Ms. No. 5811, I.L. & C., (Lab) dated 13-12-63. |
|--|--|--|

Labour Court, Madras.

Chingleput District.

- | | | |
|---|--|--|
| 2. Sri Gandhiban Bus Service, Chingleput. | Whether the non-employment of
1. Masilamani Mudaliar (Driver)
2. Bujangarama Chettiar (Driver)
3. Ramachandran (Conductor)
is justified and to what relief each is entitled.

To compute the relief if any awarded to each in terms of money if it can be so computed. | G. O. Ms. No. 2485, I.L. & C., (Lab) dated 24-12-63. |
|---|--|--|

Kanyakumari District.

- | | | |
|--|--|---|
| 3. Sri Ganapathy Motor Service, Nagercoil. | 1. Whether the demand for the transfer of Sri V. S. Velayutham and Sri B. Kolappan from their present schedule of duty is justified and to what relief they would be entitled.

2. Whether the non-employment of Sri S. Natarajan is justified, and to what relief he is entitled?

3 To compute the relief, if any awarded in terms of money, if it can be so computed. | G. O. R. No. 5970, I.L. & C., (Lab) dated 23-12-63. |
|--|--|---|

(1)	(2)	(3)	(4)
4. Sri Ganapathy Motor Service, Nagercoil.	1. Whether the non-employment of Sri G. Raju (Driver) is justified and to what relief he would be entitled.	G. O. Ms. No. 111, I.L. & C., (Lab) dated 6-1-64.	
5. Pioneer Motors, Nagercoil.	Whether the demand of the workmen for the continuance of the benefit of (i) duty passes (ii) family passes and (iii) stay allowance as provided for in the settlement dated 9th July 1962 is justified, and if so to what relief they would be entitled.	G. O. Ms. No. 6020, I.L. & C., (Lab) dated 28-12-63.	
<i>Madras District</i>			
6. K. P. V. Sheikh Mohammed Rowther & Co., Madras.	1. Whether the demand for bonus for 1962-63 is justified, and if so to fix the quantum. 2. Whether the debit entry in the general expenses of the company under "அபிவிருத்தி செலவு" include lunch money for the workmen and if so to what relief they would be entitled. 3 To compute the relief, if any awarded, in terms of money, if it could be so computed.	G. O. R. No. 139, I.L. & C., (Lab) dated 18-1-64.	
7. Bangalore Emporium, Madras.	Whether the demand of the workmen for bonus for the year 1962-63 is justified and if so to fix the quantum.	G. O. R. No. 140, I.L. & C., (Lab) dated 18-1-64.	
<i>Ramanathapuram District</i>			
8. Royal Industries, Rajapalayam.	1. Whether the demand of the workers for revision of wages is justified and if so to fix the revised rates of wages for the various categories of workers.	G. O. R. No. 19, I.L. & C., (Lab) dated 3-1-64.	
9. Palaniappa Transport, Karaikkudi.	1. Whether the non-employment of Sri K. Krishnan, Checking Inspector and S. Angamuthu Pillai, Driver is justified and to what relief each is entitled.	G. O. R. No. 20, I.L. & C., dated 3-1-64.	

(1)	(2)	(3)	(4)
	2. To compute the relief, if any awarded in terms of money, if it can be so computed.		
	<i>Tiruchirappalli District.</i>		
10. Air Ceylon Limited, Tiruchirappalli.	Whether the retrenchment of the following seven workers is justified and if so, to what relief each is entitled.	G. O. R. No. 23, I.L. & C., dated 3-1-64.	
	1. Sri S. A. A. Nathan		
	2. „ S. M. Victor Pillai		
	3. „ P. V. K. Menon		
	4. „ P. Gomerford		
	5. „ E. Bird		
	6. „ A. F. X. Raju		
	7. „ K. Raju		
	To compute the relief, if any, awarded in terms of money if it can be so computed		
11. The Bharat Roadways, Pudukkottai.	1. Whether the non - employment of Sri K. Meenakshi-sundaram Conductor, is justified, and if so, to what relief each is entitled.	G. O. Ms. No. 2506, I.L. & C., (Lab) dated 28-12-63	
	To compute the relief, if any awarded in terms of money if it can be so computed.		

4. Statement showing the list of awards of the Industrial Tribunal, Madras and the Labour Courts, published in the Supplements to Part II, Section I of the *Fort St. George Gazette*, for the month of January, 1964.

S. No.	Name of the concern.	Page and date of the Gazette.	G.O. No. and date in which the award is Published.
(1)	(2)	(3)	(4)
Industrial Tribunal, Madras.			
<i>Chingleput District</i>			
1. Southern Industrial Corporation Ltd., Polal, Red Hills.	12-13 Dt. 1-1-64		G. O. R. No. 2483, industries, Labour and Co-operation (Lab) dated 24-12-63.
<i>Madurai District.</i>			
2. Mahalakshmi Textile Mills Ltd., Pasmalal,	12-14 dt. 22-1-64		G. O. R. No. 13, I. L. & C. dated 3-1-64.
3. Mahalakshmi Textile Mills Ltd., Madurai.	14-15 dt. 22-1-64		G. O. R. No. 16, I. L. & C. dated 3-1-64.
4. Sree Meenakshi Mills Ltd., Madurai.	15-17 dt. 22-1-64		G. O. R. No. 18, I. L. & C. dated 3-1-64.
<i>Tiruchirappalli District</i>			
5. Tiruchy Srirangam Transport Co. (P) Ltd., Tiruvanihoil.	10-12 dt. 29-1-64		G. O. R. No. 163, I. L. & C., dated 21-1-64.
LABOUR COURTS			
Labour Court, Madras			
<i>Madras District.</i>			
6. A. T. M. (Private) Ltd., Madras.	2-4 dt. 8-1-64		G. O. R. No. 2502, I. L. & C., dated 28-12-63.
7. Crescent Bus Service, Madras.	4 dt. 8-1-64		G. O. R. No. 2503, I. L. & C., dated 28-12-63.
8. Swatanthra Printers Ltd., Madras.	1-2 dt. 8-1-64		G. O. R. No. 2500, I.L. & C., dated 28-12-63.
9. Udipl Sri Krishna Mandram, Madras.	2 dt. 8-1-64		G. O. R. No. 2501, I. L. & C., dated 28-12-63.
10. Associated Transport (P) Ltd., Madras.	10 dt. 22-1-64		G. O. R. No. 71, I. L. & C. dated 8-1-64.
11. Ananda Vikatan, Madras.	7-10 dt. 29-1-64		G. O. R. No. 178, I. L. & C., dated 22-1-64.
12. Good Year India (P) Ltd., Madras.	2-5 dt. 29-1-64		G. O. R. No. 178, I. L. & C., dated 20-1-64.
<i>South Arcot District</i>			
13. Jayalakshmi Bus Service, Tindivanam.	10-11 dt. 22-1-64		G. O. R. No. 75, I. L. & C., dated 9-1-64.

(1)	(2)	(3)	(4)
Labour Courts, Madurai			
<i>Kanyakumari District</i>			
14. Ganapathy Motor Service, Nagercoll.	1—2 dt. 22—1—64	G. O. R. No. 33, I. L. & C. dated 4-1-64.	
15. Pioneer Works (P) Ltd., Nagercoll.	2—3 dt. 22—1—64	G. O. R. No. 34, I. L. & C., dated 4-1-64.	
16. do	4—5 dt. 22—1—64	G. O. R. No. 37, I. L. & C. dated 6-1-64.	
<i>Madurai District</i>			
17. Vincent and Company, Dindigul	7—10 dt. 22—1—64	G. O. R. No. 43, I. L. & C., dated 7-1-64.	
18. Pioneer Board Works, Madurai.	5—7 dt. 29—1—64	G. O. R. No. 159, I. L. & C., dated 20-1-64.	
<i>Ramnad District</i>			
19. Sekar Litho Works, Sivakasi.	5—6 dt. 22—1—64	G. O. R. No. 40, I. L. & C., dated 6-1-64.	
<i>Tiruchi District</i>			
20. Sri Ayyapasami Lorry Service, Tiruchi Sri Nataraja Pillai Lorry Service, Tiruchi and Sri Manikkam Pillai Lorry Service, Trichy.	1—12 dt. 1—1—64	G. O. R. No. 243R, (Lab) I. L. & C. dated 21-12-63.	
21. Honest Manufacturing Co., Tiruchy.	6 dt. 22—1—64	G. O. R. No. 41, I. L. & C. dated 6-1-64.	
22. Padmamani Talkies, Trichy.	7 dt. 22—1—64	G. O. R. No. 42, I. L. & C. dated 6-1-64.	
<i>Tirunelveli District</i>			
23. Nellai Cotton Mill Thalalyuthu.	1—2 dt. 29—1—64	*G. O. R. No. 154, I. L. & C., dated 20-1-64.	

* Represents award under Sec. 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 lockouts in the State of Madras, for the month of January, 1964.

Sl. No.	Name of the concern	Industry.	No of workers involved.	Closures		Causes.	Amount of Compensation paid to workers
				Began.	Ended.		
1	2	3	4	5	6	7	8
1.	Devi Vilas Hotel, Kattur, Coimbatore.	Restau- rant	4	—	Not re- opened	Due to loss	Whereabouts of workers are not known.
2.	N. Ganapathy Thevar, Tea Stall, Coimbatore.	"	1	—	"	"	"
3.	P. A. Kocchi Mohamed Tea Stall, Podanur.	"	6	—	"	"	"
4.	D. Subbiah Tea Stall, Singanailur.	"	4	—	"	"	"
5.	V. Chinnaaswamy Tea Stall, Ondipudur.	"	4	—	"	"	"
6.	S. Rangaswamy Gounder Tea Stall, Ondipudur.	"	1	—	"	"	"
7.	M. Rajappan Tea Stall, Coimbatore.	"	2	—	"	"	"
8.	Ambika Coffee Club, Pollachi.	"	2	—	"	"	"
9.	Sarada Vilas, Dharepuram.	"	10	—	"	"	"
10.	Ganesa Coffee and Tea Stall, Udumalpet.	"	—	—	"	"	"
11.	P. A. Rangi Chettiar, Pushpa Majeed Beedi Factory, Perianaickenpalayam.	Tobacco (including Beedi.)	1	1	"	"	"
12.	Srikundra Estate Tea Factory, Valparai.	Plantation	72	1-1-64	Continued	For over- hauling of machinery	—
13.	The General Metal Trading Co. Koilpatti.	Metal	Not fur- nished	30-12-63	—	Loss in business	—
14.	Welbeck Estate Tea Factory, Koiagiri P. O.	Tobacco	21	31-12-63	—	Insufficient leaf due to cold weather	—

7. Particulars of complaints received, investigated and settled by the Labour Officers in the State of Madras for the month of January, 1964.													
Sl. No.	Labour Officers.	No. of complaints received.							No. of complaints investigated and settled, including those previously pending.		No. of complaints pending at the end of the month.		
		Wages and allowances	Bonus	Personal (Dismissal, suspension etc.)	Retirement	Leave facilities and hours of work.	Others (Not classified.)	Causes not known	Total.		3-11-12	3-11-12	3-11-12
1	2	3	4	5	6	7	8	9	10	11	12	13	13
1.	Coimbatore-I.	231	18	17	26	—	32	97	—	190	102	319	319
2.	Coimbatore-II.	77	2	2	2	—	—	10	—	16	18	75	75
3.	Coonoor.	20	2	2	16	—	—	12	—	32	18	34	34
4.	Madras-I.	108	7	9	9	—	—	5	—	30	44	94	94
5.	Madras-II.	125	23	3	18	—	—	4	—	48	37	136	136
6.	Madras-III.	86	21	8	21	2	—	11	—	63	62	87	87
7.	Madurai.	114	3	—	15	—	—	6	—	24	40	98	98
8.	Nagercoil.	18	—	—	3	—	—	14	—	17	5	30	30
9.	Pollachi.	30	3	—	19	—	—	5	—	27	22	35	35
10.	Virudhunagar.	50	11	2	8	—	1	7	—	29	15	64	64
11.	Salem.	61	9	1	29	—	1	19	—	59	59	61	61
12.	Tiruchirappalli.	51	1	2	3	—	1	9	—	16	26	41	41
13.	Tirunelveli.	69	6	2	19	—	—	5	—	32	40	61	61
14.	Vellore.	43	4	12	14	1	—	5	—	36	22	57	57
TOTAL		1,083	110	60	202	3	35	209	—	619	510	1,192	1,192

8. Industrial Employment (Standing Orders) Act:—

Statement showing the number of Standing Orders certified during the month of January, 1964.

1. Number of Standing Orders certified as on 1-1-1964.	...	4,028
2. Number of Standing Orders certified during the month.	...	50
Total	...	4,078
3. Amendments to Standing Orders certified during the month		3

9. Workmen's Compensation Act 1923. :—

Statement showing the number of accidents reported and amounts of compensation paid for the month of January, 1964.

	Number of accidents.	** Amount of compensation.	
		Rs.	nP.
(a) Death	6	35,975-50	
(b) Temporary disablement	79	953-40	
(c) Permanent disablement			
Total	85	46,928-90	

**Represents the amounts deposited under Sections 8 (1) and 8 (2) of the Workmen's Compensation Act, 1923.

10. Workmen's Compensation Act, 1923.

Statement showing the number of cases filed & disposed of during the period from 1-1-'64 to 31-1-'64.

S. No.	Nature of claims	Number previously pending.	Number received.	Total.	Disposed	Balance.
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1. Application under Section 10:						
(a) Fatal	...	36	6	42	3	39
(b) Non-fatal:-						
(i) Permanent	...	34	3	37	10	27
(ii) Temporary	...	17	Nil	17	4	13
2. Deposits under Section 8 (1)						
(a) Fatal	...	63	9	72	9	63
(b) Persons under legal disability...	...	5	Nil	5	5	...
3. Deposits under Section 8 (2)						
...	...	6	3	9	3	6

(1)	(2)	(3)	(4)	(5)	(6)	(7)
4. Memorandum of Agreements.						
(i) Permanent disablement	...	4	15	19	19	Nil
(ii) Temporary disablement	...	1	2	3	2	1
5. Recovery under Section 31.						
...	...	...	...	...	...	...
6. Indemnification under Section 12						
...	...	2	2	4	...	4
Total	...	118	40	208	55	153

11. Appeals Under The Payment of Wages Act, 1936 :—

1. Pending as on 1-1-'64	...	299
2. Received during the month	...	41
3. Disposed of during the month	...	39
4. Pending as on 31-1-'64	...	301

THE MADRAS SHOPS AND ESTABLISHMENTS ACT, 1947.

Statement showing the number of application received and disposed of etc., under Sections 41 and 51 of the Act for the month of January, 1964.

12. (a) Appeals under Section 41 :—

Pending as on 1-1-1964	...	160
Received during the month	...	32
Disposed of during the month	...	17
Pending as on 31-1-1964	...	175

12. (b) Appeals under Section 51 :—

Pending as on 1-1-1964	...	2
Received during the month	...	Nil
Disposed of during the month	...	Nil
Pending as on 31-1-1964	...	2

12. (c) Appeals under Madras Catering Establishments Act, 1958.

Pending as on 1-1-1964	...	92
Received during the month	...	27
Disposed of during the month	...	34
Pending as on 31-1-1964	...	85

13. (a) List of Trade Unions Registered under the Indian Trade Unions Act, 1926, during the month of January, 1964.

S. No.	R. No.	Date of Registration	Industry	Name and address of the Union.
(1)	(2)	(3)	(4)	(5)
1.	3605	1-1-64	Miscellaneous	Textool Company Workers' Union Opposite to Textool Company (Private) Limited, Ganapathy P.O. Coimbatore.
2.	3606	..	Sanitary Service	Idappadi Panchayat Union Workers' Union, Chinna Manali, Adi Dravida Street, Idappadi P.O. Salem District.
3.	3607	..	Banking	Bank of Karaikudi Employees Union, 3 Narayana Vilas, Jawahar Street, New Town, Karaikudi.
4.	3608	..	Miscellaneous	Ramnad District Live Stock Farm Workers' Union, Chettinad C/o. Lakshmi Rice Mill Compound Pazhayoor. Kanadukathan.
5.	3609	..	..	English Electric Company Employees' Progressive Union, 50 Rangasami Pillai Street, Pallavaram Cantonment, Madras-43.
6.	3610	..	..	Vehicle Depot Workshop E.M.E. Employees' Union, Chandradoss Gardens, Tiruvallur High Road Opposite M.E.S. Quarters, Avadi.
7.	3611	6-1-64	Service.	Tamilnad E.S.I. Hospitals, Dispensaries and Offices Employees' Union, 47, Perambur Barracks Road, Vepery Madras-7.
8.	3612	..	Miscellaneous	Washermen Federation of Tamilnad, 6 Abdul Razack Street, Saldapam, Madras-15
9.	3613	8-1-64	..	Seshasayee Paper Mill Labour Union, Pallipalayam, Salem.

(1)	(2)	(3)	(4)	(5)
10.	3614	..	..	... Tamilnad Public Works' Department Irrigation Workers' Unions, Grand Anicut, Thogur P.O., Thanjavur.
11.	3615	..	Sanitary service.	... Harur Panchayat Workers' Union Harur P.O. Salem District.
12.	3616	..	..	... National Scavenging Workers' Union, 852/ Ward 9, Srinivasa New Street, Palayapalayam, Rajapalayam.
13.	3617	17—1—64	..	... Municipal Sanitary Workers' Union, Pethelegam, 7th St. Ambur.
14.	3618	21—1—64	Service.	... Insurance corporation Employees Union, Thanjavur Division, 49 Javuli Chetti Street, Thanjavur.
15.	3619	..	Engineering.	... Engineering Metal And General Workers' Union, 12. Kumbalamman Koil Street, Madras-1.
16.	3620	..	Service..	... Coimbatore District, Medical Workers' Union 7/42 Gopalapuram Coimbatore-1.
17.	3621	..	..	... Insurance Corporation Employees Union, Madurai Division 56 Naicker New Street, Madurai-1.
18.	3622	22—1—64	Misc.	... Kanyakumari District Fibre workers' Union, Colachel P.O.
19.	3623	22—1—64	..	... Madras District General Workers' Progressive Union, 20 Ramanjulu Garden Street, Madras-12.
20.	3624	..	Tobacco.	... Beedi Branch Manager's Union 24 Hasamallipet, Gudiyatham.

(1)	(2)	(3)	(4)
21.	3625	..	Textiles, ... Varadhalakshmi Mills National Workers' Union, Rajagambeeram P.O. Manamadurai.
22.	3626	23—1—64	Engineering. ... Satyanarayana Foundry Workers' Union, 8, Kachaleswara Agraharam Madras-1.
23.	3627	..	Transport. ... Madras Sri Lakshmi Saraswathy Motor Service Workers' Union, 36-E. Watkins St., Perambur, Madras.
24.	3628	..	Misc. ... Shimada Staff & Workers' Union 20 pillkington Road, Madras-23.
25.	3629	28—1—64	Water Transport ... Tamilnad Govt. Steam Boats Building Workets' Union 4. Stringers Street, Madras-1.
26.	3630	..	Transport. ... M. B. D. Transport Workers' Union, 4, Sunkurama Chetty St., Madras-1.
27.	3631	..	Docks & Ports. ... Madras Port and Dock Workers' Congress 4, Sunkurama Chetty Street, Madras-1.

13. (b) List of Trade Unions Cancelled during the month of January, 1964.

S. No.	R. No.	Date of Cancellation	Industry	Name and address of the Union.
(1)	(2)	(3)	(4)	(5)
1.	3164	17—1—64	Misc.	... Catering & General Workers' Union, Yercaud P.O.

ABSTRACT

1.	Total Number of Registered Trade Unions as on 1—1—64	1165
2.	Total Number of Trade Unions Registered during the month	27
3.	Total Number of Trade Unions Cancelled during the month	1
4.	Total Number of Registered Trade Unions as on 31—1—64	1191

14. Labour Administration and Statistics for the month of January, 1964.

Sl. No.	Particulars.	The Factories Act, 1948.	The Payment of Wages Act.	The Madras Maternity Benefits Act.	The Madras Shops and Establishments 1947.	The Madras Catering Establishments Act, 1958.	The Minimum Wages Act.	The Madras Industrial Premises (Regulation of Conditions of Work) Act, 1958.	The Madras Industrial Establishments (National Festival Holidays Act, 1958.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1.	No. of establishments inspected.	490	3,095	137	53,708	4,164	1,431	598	3,641
2.	No. of Irregularities noticed.*	49	123	26	394	416	119	68	117
3.	No. of cases warned.	17	105	...	394	291	30	63	26
4.	No. of prosecutions launched.	30	2	1	43	75	2	...	1
5.	No. of convictions obtained.	8	...	1	24	71	2	...	1
6.	Amount of fines levied (in Rupees.)	295	...	20	283	1,005	40	...	5

* The common irregularities noticed were non-maintenance of registers, non-exhibition of notices etc.

15 (a). Numerical List of Factories for the month of January, 1964.

District.	AT THE BEGINNING.			REGISTERED.			REMOVED.			TOTAL.			REMARKS.	
	Section 2 (m) (i)			Section 2 (m) (ii)			Section 2 (m) (i)			Section 2 (m) (ii)				
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)		(13)	(14)
		Section 2 (m) (i)	Section 2 (m) (ii)	Notified	Section 2 (m) (i)	Section 2 (m) (ii)	Notified	Section 2 (m) (i)	Section 2 (m) (ii)	Notified	Section 2 (m) (i)	Section 2 (m) (ii)	Notified	
1. North Arcot	156	125	183	..	..	..	..	..	..	..	156	125	183	464
2. South Arcot	124	9	50	..	..	..	..	..	..	..	124	9	50	183
3. Chingleput	244	22	60	..	..	..	..	..	..	..	244	22	60	326
4. Coimbatore	996	12	98	..	6	..	..	4	..	..	998	12	98	1,108
5. Kanyakumari	54	9	38	..	3	..	..	..	..	..	57	9	38	104
6. Madras	766	44	133	..	5	..	..	4	4	1	767	40	132	939
7. Madurai	436	39	53	..	1	..	..	2	..	..	435	39	53	527
8. The Nilgiris	125	...	8	..	..	..	..	..	..	..	125	...	8	133
9. Ramanathapuram	239	67	209	..	..	..	..	2	..	..	237	67	209	513
10. Salem	501	15	161	..	1	..	..	3	..	..	499	15	161	675
11. Thanjavur	294	11	201	..	..	..	..	11	1	..	283	10	201	494
12. Tiruchirappalli	266	14	182	..	..	..	..	2	1	..	264	13	182	459
13. Tirunelveli	276	83	269	..	2	2	..	4	3	..	274	82	269	625
Total	4,477	450	1,645	..	18	2	..	32	9	1	4,463	443	1,644	6,550

15 (b). Numerical Lists of Plantations covered by the Plantations Labour Act 1951, for the month of January 1964.

Sl. 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		139	28,329.86	...	...	...	...	139	28,329.86
2. Tea		126	61,450.65	...	...	...	...	126	61,450.65
3. Rubber		17	8,394.08	...	...	...	...	17	8,394.08
4. Cinchona		2	9,406.00	...	...	...	...	2	9,406.00
5. Cardamom		5	2,914.20	...	...	...	...	5	2,914.20
Total		289	1,10,494.79	...	...	...	...	289	1,10,494.79

Note: A. Number of Plantations
B. Acreage under cultivation.

16. (a) Statement of Accidents for the month of January, 1964.

No. of Industries (1)	Name of Industry (2)	Number of Accidents.	
		Fatal. (3)	Non-fatal. (4)
10.	Processes allied to agriculture (Gins and Presses).	...	1
20.	Food Except Beverages	...	44
21.	Beverages	...	3
22.	Tobacco	...	...
23.	Textiles	...	281
24.	Foot-wear, other wearing apparel and made-up textile goods.	...	1
25.	Wood and cork except furniture	...	...
26.	Furniture and fixtures	...	...
27.	Paper and paper products	...	7
28.	Printing, Publishing and allied industries	...	4
29.	Leather and Leather products (except foot-wear).	...	16
30.	Rubber and rubber products	...	27
31.	Chemicals and Chemical products	...	109
32.	Products of petroleum and coal	...	4
33.	Non-metallic Mineral Products (except Products of Petroleum and coal).	...	17
34.	Basic Metal industries	...	56
35.	Metal Products (except machinery and transport equipments).	...	82
36.	Machinery (except electrical machinery)	...	156
37.	Electrical Machinery, apparatus, appliances and supplies.	...	24
38.	Transport equipment	2	366
39.	Miscellaneous Industries	...	19
51.	Electricity, Gas and Steam	...	6
52.	Water and Sanitary Services	...	1
83.	Recreation Services (Cinema Studios)	...	6
84.	Personal Services (Laundries, dyeing and cleaning).	...	...
Total		2	1,230

16. (b) Statement of Accidents in Cotton and Jute Mills for the month of January, 1964.

Sl. No.	Name of Industry.	Adults.		Adolescents.		Children.	
		Men.	Women.	Male	Female.	Boys.	Girls.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		A. B.	A. B.	A. B.	A. B.	A. B.	A. B.
COTTON MACHINERY:—							
1.	Opening and Blow room Machinery.	5	—	...	...	...	...
2.	Card Room Machinery	23	...	...	...	...	...
3.	Drawing Frames	2	...	...	...	...	...
4.	Speed Frames	8	...	...	...	...	...
5.	Spinning Machinery	66	3	...	...	...	...
6.	Weaving Machinery	19	...	...	...	...	...
7.	Finishing Machinery	8	1	...	...	...	...
8.	Flying Shuttles	9	1	...	...	...	...
9.	Other Miscellaneous Textile Machinery.	10	1	...	...	...	...
10.	Miscellaneous non-machinery Accidents.	122	3	...	...	...	...
	Total	272	9	...	...	...	...
JUTE MACHINERY ...							
		...	Nil	...	...	...	...

'A'—Fatal

'B'—Non-Fatal

17. The Government of Madras have granted exemption to the following factories and establishments from the provisions of the Act and Rules indicated below during the month of January, 1964.

Sl. No.	Name of the establishment	Section from which exempted	Duration of exemption	Authority
(1)	(2)	(3)	(4)	(5)
EMPLOYEES PROVIDENT FUND ACT 1952				
1.	South India Corporation (Agencies) Private Ltd., Madras.	All the provisions of the act subject to certain condition specified in the schedule.	Permanently with effect from 1-5-63.	G.O.Ms. No 5785 I. L. & C. Dept dt. 11-12-63.
2.	Trichy Srirangam Co-operative Central Milk Supply Union Limited, Tiruchl.	do	do	G.O. Ms. No. 5797 I. L. & C. (Lab) dated 12-12-63.
3.	The Motor & General Trading Co., Madras.	All the provisions of the act subject to certain conditions specified in the schedule.	Permanently with effect from 11-5-62.	G.O.Ms. No. 5811 I. L. & C., dated 13-12-63.
4.	T. T. Krishnamachari & Company, Madras.	do	do	G.O.Ms. No. 5808, I. L. & C. (Lab) dated 13-12-63.
5.	Lipton (India) Ltd., Madras.	do	Permanently with effect from 1-3-59.	G.O.Ms. No. 5809 I. L.C. Dept. 13-12-63.
6.	Chemical Industrial Pharmaceutical Laboratories Ltd., Madras.	do	Permanently with effect from 1-9-59.	G. O. Ms. 5814 I. L. & Co-operation Dept Dated 13-12-63.
7.	V. Perumal Chetty & Sons, Madras.	All the provisions of the schema subject to the condition specified in the Schedule	Permanently with effect from 1-5-63.	G O Ms. No. 5878 I.L.C. (Lab) Date. 17-12-63.
8.	South India Steel & Sugars Ltd., Madras.	do	do	G.O.Ms. No. 5879 I.L.C. (Lab) Dept. 17-12-63.
9.	Macmillan & Company Limited, Madras-2.	do	do	G.O.Ms. No 47 I. L. C. (Lab) dated 3-1-64.

THE FACTORIES ACT 1948.

10.	Addison & Co., Madras.	Exempted from the provisions of Sections 51, 52 and 53 of the Act.	With effect from 29-7-63.	G.O.Ms. No. 5862 I. L.C. (Lab) dated 7-12-63.
11.	Ashok Leyland Ltd. Ennore.	Exempted from the provisions of the sections 51, 52, 54, 55 & 56 of the Act Subject to certain conditions.	For a period of three months from 16-11-63.	G.O.Ms. No. 5863, I. L. & C. (Lab) dated 17-12-63.

(1)	(2)	(3)	(4)	(5)
12. Lucas T.V. S. Ltd., Madras.	Exempted from the provisions of sections 51, 54, 55 & 56 of the Act subject to certain conditions.	For a period of three months from 1-11-63.	G.O. Ms. No. 5921 L.C. (Lab) dt. 23-1-64.	
13. English Electric Co., of India (p) Limited Madras.	Exempted from the provision of the Section 51 of the Act subject to certain conditions.	For a period of 3 months from 14-12-63.	G.O. Ms. No. 341 L.C. (Lab) 3-1-64.	
14. Mettur Chemical & Industrial Corporation Ltd., Mettur Dam.	Exempted from the provisions of sections 51, 54, 55, 56 & 61 of the said Act.	For the period of 3 months from the date of publication of this notification in the Fort St. George Gazette.	G.O. Ms. No. 59921 L.C. (Lab) dated 26-12-63.	

THE MADRAS SHOPS & ESTABLISHMENTS ACT, 1947.

15. All shops in the State of Madras.	Section 11 (1) of the Act.	For one day on 1-12-63.	Order of the Commissioner of Labour Madras dt. 26-11-63.
16. All shops and Estts. in the State of Madras.	do	For a period of 24 days from 2-12-63 to 24-1-64 (both days inclusive).	Order of the Commissioner of Labour Madras dt. 19-12-63.
17. Finly Group Mills, Retail shop No. 185, Mount Road, Madras-2.	do	For one day on 15-12-63.	do

THE EMPLOYEES STATE INSURANCE ACT 1948.

18. Certain Factories.	Seasonal	The provisions of the Employee State Insurance Act except chapter VA.	For 8 months from 26-1-64 to 30-9-64.	G. O. Ms. No. 26 L. C. Dept. dt. 18-1-64.
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18. Consolidated Statement of Prices of Cotton and Yarn for the month of January, 1964.

For the Week ending.	Prices of Cotton per quintal of 100 Kilograms.	
	Cambodia.	Karungannu
	Rs.	Rs.
7-12-'63	Rs. 230 / 350	Rs. 295 / 310.
14-12-'63	-do-	-do-
21-12-'63	-do-	-do-
28-12-'63	-do-	-do-

For the Week ending	Prices of Yarn per bundle of 10 lbs.	
	20s.	
	Rs. nP.	
7-12-'63	22.75	
14-12-'63	-do-	
21-12-'63	-do-	
28-12-'63	-do-	

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 January, 1964, as ascertained and declared by the Director of Statistics under Section 2 (i) of that Act.

Sl. No.	Centre.	Food.	Fuel and Lighting.	Clothing.	House Rent.	Miscellaneous.	Cost of Living Index
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
(Base: Year ended June, 1936: 100).							
1.	Madras City ...	564.2	625.9	479.2	312.6	406.1	507.5
2.	Cuddalore ...	553.0	618.0	396.0	364.0	578.0	526.0
3.	Tiruchirapalli ...	516.0	509.0	431.0	321.0	355.0	466.0
4.	Madurai ...	554.0	455.0	504.0	347.0	326.0	485.0
5.	Coimbatore ...	563.0	575.0	516.0	559.0	304.0	543.0
(Base: August, 1939: 100).							
6.	Nagercoil ...	622.0	474.0	599.0	363.0		559.0

* The cost of living index numbers are now called consumer price index.

Comparative statement of the cost of living index numbers for the months of December 1963 and January, 1964.

S. No.	Zone.	Centre.	Cost of living index numbers for the months of		Variation.
			December, '63.	January, '64.	
(1)	(2)	(3)	(4)	(5)	(6)
(Base: Year ended June, 1936: 100).					
1.	Madras City and Chingleput Dist.	Madras City ...	507.7	507.5	— 0.2
2.	North Arcot and South Arcot Dists.	Cuddalore ...	530.0	526.0	— 4.0
3.	Tiruchirapalli & Thanjavur Dists.	Tiruchirapalli ...	479.0	466.0	— 13.0
4.	Madurai, Ramanathapuram and Tirunelveli Dists.	Madurai ...	490.0	485.0	— 5.0
5.	Coimbatore and Salem Dists.	Coimbatore ...	554.0	543.0	— 11.0
(Base: August 1939: 100)					
6.	Kanyakumari Dist.	Nagercoil.	560.0	559.0	— 1.0

MADRAS CITY. — INDEX-508.

A slight fall.

The index for the food group fell by two points to 564 due mainly to a fall in the prices of chillies, and Jaggery.

The index for the miscellaneous group rose by eight points to 406 due to a rise in the price of betel leaves.

The group index numbers in respect of fuel and lighting, clothing and house rent remained unchanged at 626, 479 and 313 points respectively.

S. No.	Group.	Weight proportional to the total expenditure.	Group Index numbers.	
			December 1963.	January, 1964.
(1)	(2)	(3)	(4)	(5)
1.	Food	58.23	566.4	564.2
2.	Fuel and lighting	8.42	625.9	625.9
3.	Clothing	6.10	478.7	479.2
4.	House-rent	14.57	312.6	312.6
5.	Miscellaneous	12.68	398.1	406.1
Total		100.00		
Cost of living Index Number.			507.7	507.5

CUDDALORE — INDEX-526.

A fall of four points.

The index for the food group fell by six points to 553 due mainly to a fall in the prices of rice and dhall.

The index for the miscellaneous group rose by six points to 578 due to a rise in the price of betel leaves.

The group index numbers in respect of fuel and lighting, clothing and house rent remained unchanged at 618, 396 and 364 points respectively.

TIRUCHIRAPALLI — INDEX-466.

A fall of thirteen points.

The index for the food group fell by twenty two points to 516 due mainly to a fall in the prices of rice and Jaggery.

The index for the fuel and lighting group rose by eight points to 509 due to rise in the prices of firewood and charcoal.

The group index numbers in respect of clothing, house rent and miscellaneous remained unchanged at 431, 321 and 355 points respectively.

MADURAI — INDEX-485.

A fall of five points.

The index for the food group fell by nine points to 554 due mainly to a fall in the prices of rice and Jaggery.

The group index numbers in respect of fuel and lighting, clothing, house rent and miscellaneous remained unchanged at 455, 504, 347 and 326 points respectively.

COIMBATORE — INDEX-543.

A fall of eleven points

The index for the food group fell by seventeen points to 563 due mainly to a fall in the prices of rice and chillies.

The group index numbers in respect of fuel and lighting, clothing house rent and miscellaneous remained unchanged at 575, 516, 559 and 304 points respectively.

(Base - August 1939 = 100)

NAGERCOIL — INDEX-559.

A fall of one point.

The index for the food group fell by six points to 622 due to a fall in the prices of rice, coconut oil and coconuts.

The index for the housing group rose by two points to 474 due to a rise in the price of domestic utensils and the revision of house rent figure.

The index for the clothing group rose by five points to 599 due to a rise in the prices of thorthu and mundu.

The index for the miscellaneous group rose by thirteen points to 363 due to a rise in the prices of pan and tobacco for chewing.

CONSUMER PRICE INDEX NUMBERS

19. (a) Interim Series of All-India Average Consumer Price Index Numbers for Working Class along with consumer price index numbers for certain other countries.

(Base : Shifted to 1949=100)

Year.	All India* Original base 1949	
	General Index	Food Index
(1)	(2)	(3)
1950	101	101
1951	105	104
1952	103	102
1953	106	109
1954	161	101
1955	96	92
1956	105	105
1957	111	112
1958	116	118
1959	121	125
1960	124	126
1961	125	126
1962	130	130
1962 :-		
November	133	134
December	131	131
1963 :-		
January	130	130
February	129	129
March	130	129
April	131	130
May	132	132
June	134	134
July	135	137
August	136	137
September	137	139
October	138	140
November	138	140
December	140	—

* To obtain the index number with 1944 as base year the figures given here need be multiplied by 1.42 in the case of Food Index and 1.38 in the case of General Index. This implies that for this purpose the series with base 1944=100 that used to be published simultaneously, but has since been discontinued is linked to the above series at the year 1949. Thus the All-India index on base 1944=100 during the month of December, 1963 was 193.20.

Source — (1) I.L.O. except for all-India. (2) Labour Bureau for all-India.

Report No. 74.

20 (a) Monthly Press Report for the Month of January, 1964

The Employees' State Insurance Scheme applies to 27 centres in the state of Madras and provides protection to 2,62,313 industrial workers in the event of Employment Injury, Sickness and Maternity. This protection is made available in two ways viz., by provision of cash benefits and by providing medical care when needed. There are 49 offices of the Corporation in the state for disbursement of cash benefits.

During the month of January 1964, 1,197 Insured Persons received Rs. 64,871-51 nP. by way of cash benefits due to Employment Injury. This includes 320 persons who were in receipt of pensions for permanent disablement as also 99 dependants of deceased Insured Persons.

During the month 1,417 accidents were reported. Comparatively few persons need the Employment Injury benefits but fairly large number need cash benefits in the event of Sickness. During January 1964, 44,227 claims were received and an amount of Rs. 4,40,768-02 nP. was paid out as sickness benefit involving abstention for 1,78,243 days.

During the month 308 insured women claimed Rs. 49,308-03 nP. by way of maternity benefit.

For recovery of arrears of contributions under the Scheme legal proceedings had to be initiated in 9 cases against defaulting employers for recovery of Rs. 8,223-00.

Penal action was taken against the following. One employer was prosecuted for non-submission of contribution cards and another for non payment of E.C.* and was fined Rs. 25/- each. One Insured person was fined Rs. 50/- for receiving sickness benefit giving wrong declaration.

* Employees Contribution.

20 (b) Employees State Insurance Scheme, Medical Benefits for the month of January, 1964.

Sl. No.	Particulars.	For the month of January '64
1.	Total number of Attendance :	
	New 55,393 }	
	Old 1,86,146 }	... 2,41,539
2.	No. of Medical certificates issued	... 73,787
3.	No. of Domiciliary visits made	... 221
4.	No. of Injections administered	... 79,936
5.	No. of X-Ray examinations	... 1,268
6.	No. of Laboratory examinations	... 3,077
7.	No. of Specialist Investigations	... 3,415
8.	No. of Persons admitted to Hospitals	... 1,538
9.	No. of bed days occupied during the month	... 11,319
<i>Additional data for Panel System.</i>		
1.	No. of attendance: New 14,580 }	
	Old 24,456 }	... 39,036
	Diagnostic Centres	... ..
2.	No. of Prescriptions Issued	... 13,413
3.	Payments made to :—	
	1. Chemists	... ..
	2. Insurance Medical Practitioners.	... Rs. 4,831-75

21. Statement showing changes in the level of Employment, by Major Industry Groups between 30th June 1963 and September 1963 (In Thousand.)

(Figures in brackets indicate percentage of change over previous quarter 30-9-63)

Sl. No.	Area	Manufacturing	Transport	Services	Others	Total	Emp- loyment Index (Base March 1961=100) (7)	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	
1.	Arcot, North	11.2 (+1.6)	5.3 (+3.2)	35.3 (+1.8)	8.5 (-0.3)	60.3 (-1.1)	105.1 —	T=Increase under Railways.
2.	Arcot, South	6.0 (+18.00)	3.6 (+2.6)	32.3 (+1.7)	34.8 (+1.1)	76.7 (+3.2)	115.8	M=Increase under Sugar Milling.
3.	Chingleput	38.4 (+8.5)	3.5 (+2.1)	35.5 (+3.2)	4.7 (-0.2)	82.1 (+5.1)	123.9	M=Increase in clothing establishments.
4.	Coimbatore	92.3 (-0.8)	7.1 (+2.2)	48.2 (+2.0)	55.2 (+0.1)	202.8 (+0.2)	103.6	
5.	Kanyakumari	2.9 (+3.2)	1.7 (+1.8)	15.4 (+1.2)	7.4 (-0.1)	27.4 (+1.2)	116.3	
6.	Madras	60.1 (+1.1)	85.7 (+0.7)	83.6 (+0.6)	58.0 (+0.3)	287.4 (+0.8)	107.8	
7.	Madurai	38.7 (+0.6)	19.3 (+2.5)	46.3 (+1.9)	20.9 (+0.1)	125.2 (+1.6)	99.5	
8.	Nilgiris	10.1 (+2.1)	0.7 (+2.5)	8.2 (+3.7)	47.1 (+3.1)	66.1 (+3.9)	111.2	S=Increase under Panchayat Union Councils.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
9. Ramanathapuram	16.4 (-0.1)	2.2 (+0.1)	29.4 (+1.3)	4.5 (+0.2)	52.5 (+0.8)	100.4	
10. Salem	19.7 (+5.6)	4.5 (+3.7)	37.8 (+2.7)	23.2 (-0.2)	85.2 (+2.5)	121.2	M=Increase under paper Manufacture
11. Thanjavur	7.5 (+1.5)	5.1 (+2.3)	37.4 (+1.9)	9.6 (+0.5)	59.7 (+2.1)	108.2	
12. Tiruchy	20.7 (+5.2)	34.6 (+0.4)	41.2 (+3.0)	17.1 (-0.2)	113.6 (+1.9)	106.3	M=Increase under sugar milling and heavy electricals.
13. Tirunelveli	26.6 (-1.5)	3.9 (-0.5)	35.9 (+1.3)	11.9 (+0.2)	78.3 (+0.4)	98.8	
Total	350.6	177.2	486.5	302.9	1,317.2	107.5	

EXPLANATORY NOTES:

1. The data presented in the above table are collected from establishments in the private and Public Sectors at quarterly intervals. Employment in the public sector relates to all establishments in Central Government, State Government, Quasi-Government, and Local Bodies, in the Employment Market Area. Employment in the Private Sector relates to establishments employing not less than 10 persons. In the this table, figures of employment in private and public sectors in each area, have been combined.
2. An employment market area coincides with the revenue district.
3. "Others" (col. 5) includes Plantation, Mining and Quarrying, Construction, Electricity and Trade & Commerce.
4. Employment particulars are based on 15,269 establishments.
5. Employment under construction in the private sector has been omitted in compiling total employment index as the coverage under this industry is restricted only to contractors engaged on public accounts.

21 (a) Employment Exchange Statistics for January, 1964.

Sl. No.	Districts	Total No. of registrations effected during Jan. 1964.	Total No. of applicants placed in employment during Jan. 1964.	Total No. of applicants on the Live Register at the end of Jan. 1964.	No. of employers used the Employment Offices during Jan. 1964.	No. of vacancies notified during Jan. 1964.
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	Arcoot, North	989	252	9,827	72	295
2.	Arcoot, South	1,506	248	10,588	78	494
3.	Chingleput.	2,162	136	26,339	89	496
4.	Coimbatore.	1,632	251	9,152	104	441
5.	Kanyakumari.	986	120	13,152	30	115
6.	Madras.	4,020	1,072	36,800	326	1,428
7.	The Nilgiris.	625	158	9,830	36	151
8.	Madurai.	1,716	234	14,199	90	276
9.	Ramanathapuram.	782	138	8,362	46	113
10.	Salem.	1,501	275	13,344	66	334
11.	Thanjavur.	1,231	266	12,207	152	330
12.	Tiruchirapalli.	2,035	221	13,691	88	305
13.	Tirunelveli.	1,166	191	11,677	64	248
Total: Jan. 1964		20,351	3,562	1,89,168	1,241	5,027
" Dec. 1963		22,580	3,614	1,93,875	1,290	5,338
" Jan. 1963		20,855	4,186	1,64,075	1,266	5,037
Average for 1963		25,861	4,554	1,96,317	1,353	5,988

21 (b) Analysis of the applicants in the Live Register as on 31-12-1963 by broad occupational groups.

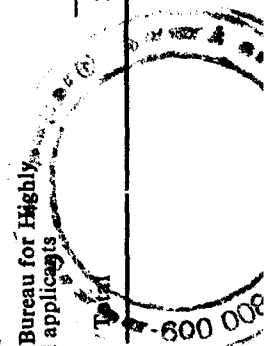
Districts	Professional technical and related workers (2)	Administrative executive and managerial (3)	Clerical and related (4)	Craftsman (5)	Other skilled workers (6)	Unskilled office workers (7)	Unskilled (Others) (8)	Division (9)	Total (10)
(1)									
Coimbatore	777	15	62	511	502	...	227	7,054	9,148
Cuddalore	784	6	44	476	489	...	306	8,387	10,492
Kanyakumari	1,630	24	183	1,665	1,328	...	722	7,215	12,767
Madras	1,075	—	141	5,541	1,678	143	1,084	27,034	36,696
Madurai	2,203	17	110	868	1,063	...	351	9,851	14,463
Ramanathapuram	1,277	...	45	178	324	...	156	6,505	8,485
Nilgiris	281	...	18	257	350	...	40	8,899	9,845
Saidapet	900	...	211	6,252	492	71	1,882	16,560	26,368
Salem	1,425	59	41	338	706	...	316	11,078	13,963
Thanjavur	1,303	92	153	569	805	1	206	9,613	12,742
Tiruchy	1,507	15	320	664	913	151	1,102	10,959	15,631
Tirunelveli	1,866	10	83	758	787	...	185	8,224	11,913
Vellore	1,025	6	133	334	338	79	231	8,030	10,176
Total	16,053	244	1,344	18,411	9,775	445	6,808	1,39,409	1,92,689

21 (c) Analysis of applicants on the Live Register as on 31—12—1963 by age groups in each District.

Districts	Upto 19 years	20 years or more & upto 24 years	25 years or more & upto 34 years	35 years or more & upto 44 years	45 years or more & upto 54 years	55 years or more	Total
Coimbatore	2,289	4,609	1,745	384	93	28	9,148
Cuddalore	1,203	4,666	1,915	1,775	797	136	10,492
Kanyakumari	1,015	9,193	2,209	247	90	13	12,767
Madras	5,638	16,701	11,234	1,897	984	242	36,696
Madurai	3,640	7,046	2,506	649	197	25	14,463
Ramanathapuram	1,428	4,985	1,733	274	52	13	8,485
Ootacamund	1,254	5,243	3,155	159	32	2	9,845
Saidapet	2,845	14,068	6,729	2,253	371	62	26,368
Salem	2,940	6,458	3,692	713	138	22	13,963
Thanjavur	1,290	9,331	1,781	244	63	33	12,742
Tiruchy	6,526	4826	2,699	1,243	205	132	15,631
Tirunelveli	3,636	6,453	1,073	611	102	38	11,913
Vellore	2,244	4,981	2,225	587	91	48	10,176
Total	35,948	98,560	43,096	11,076	3,215	794	1,92,689

21 (d) Analysis of Educated applicants on the Live Register as on 31—12—1963 in each District.

Districts	No of graduates	Under graduates	Matriculates	Total
Coimbatore	204	324	2,814	3,342
Cuddalore	105	...	1,860	1,965
Kanyakumari	205	90	2,953	3,248
Madras	390	563	5,183	6,136
Madurai	128	172	3,561	3,861
Nilgiris	79	94	798	971
Ramanathapuram	88	114	2,370	2,572
Saidapet	122	114	2,117	2,353
Salem	85	292	2,479	2,856
Thanjavur	169	190	3,420	3,779
Tiruchirappalli	117	109	4,084	4,310
Tirunelveli	157	294	4,445	4,896
Vellore	83	2	2,083	2,168
Neyveli	15	6	331	352
North Madras	...	...	16	16
Employment Bureau for Highly Qualified applicants	715	2	...	717
Total	2,662	2,366	38,514	43,542



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