

THE
MADRAS LABOUR GAZETTE

VOL. IX

AUGUST, 1967

No. 8

SPECIAL ARTICLES

SETTLEMENT OF INDUSTRIAL DISPUTES IN SWEDEN

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Sweden offers an example of how voluntary arrangements made by the organisations of employers and workers are successful in ensuring smooth industrial relations and elimination to a considerable extent. The system of dispute adjustment as envisaged in Swedish law and practice is worthy of emulation with suitable adaptation.

In Sweden Social structure consists of organised viable interest groups, be they employers' and workers, organisations, retailers' and wholesalers' associations with accent on collective action.

THE CENTRAL ORGANISATIONS AND THEIR POWERS

In view of their organisational cohesion the management and labour face each other as equals. About 91 percent of the industrial workers are employed in private enterprise. The employers in private industry are organised into Employers' Confederation (SAF.) Most of the industrial workers are members of the Trade Union Confederation (L.O.) White Collar Workers have their own association, the Central Organisation of Salaried Employees (T.C.O.) which has 40 different association affiliated to it.

Even with the formation of viable interest groups, there is Co-operation and no conflict owing to the democratic spirit with which collective action is carried out. Peaceful negotiation, with consideration for the rights of the interests concerned, is recognised in the way problems are handled.

Both Labour and Management are opposed to State intervention. They consider industrial relations as their sole concern. The Labour management relations, and the machinery for resolving disputes operate in Sweden against this sound and sober background.

Labour relations are mostly self-regulated and collective bargaining is unfettered by compulsory arbitration. Originally the individual labour unions affiliated to the L.O. vested little authority in the Central Confederation, reserving the right to approve contracts and declare strikes to themselves. There has, however, been gravitation towards greater centralisation with the result that the L.O. has more pull over its affiliates now. The constituents have accepted the obligation to keep the confederation informed of important wage movements and labour disputes. Consequently the L.O. has to accord its approval before a union calls for a strike involving 3 per cent of its members. If this condition is not complied with the union forfeits its right to financial assistance from the L.O. in the form of strike benefits which work out to about 25 per cent of the benefits paid by a union to its striking members.

The Swedish Employers' Confederation (SAF) on the other hand, has from the beginning been able to exert influence over the employers' associations affiliated to it. There are (a) numbers and (b) partners in the SAF. The members of the SAF are the 39 industry associations and one "General Group" covering unclassified firms. The partners of the SAF are the individual employers affiliated with these associations*. They refer to the confederation all basic questions of wage policy. They do not make any collective contract and declare any lock-out without its sanction. The SAF may instruct an association or an individual employer to declare a lock-out. It is empowered to impose financial penalties for non-compliance and unauthorised settlement of labour disputes.

Though labour management relations are regulated mostly by voluntary action, the State has also provided the legal frame-work which covers mediation and arbitration of disputes, settlement of contented issues by the court and regulation of collective bargaining. The provisions of these laws are briefly mentioned below.

The legal Framework :—(i) **THE CONCILIATION ACT, 1920** A Conciliation Act was passed in 1920. It provides for the division of the country into a number of districts in respect of each of which a Conciliator is appointed to intervene in industrial disputes for bringing about settlement. The duties of the Conciliator are: (i) to study the conditions of work in the area under his jurisdiction; (ii) to assist in the settlement of trade disputes in the prescribed manner; and (iii) to assist employers and workers, on request, to conclude agreements and to prevent strikes and lock-outs.

If the parties decide the negotiations for any agreement should be conducted before an impartial chairman, but the Conciliator is unable to assist or it is deemed inexpedient for him to intervene, then the Government may, at the instance of the parties, appoint a suitable person to conduct the proceedings.

Should a dispute portend to lead to a strike or lock-out of considerable magnitude the Conciliator has to get into touch with the parties, acquaint himself with the dispute and urge upon the parties that pending settlement they should not bring about, continue or extend a work stoppage. He has to call upon the parties to meet before him for bringing about a negotiated settlement. Should the disputants inform the Conciliator before the work stoppage becomes imminent and before the negotiations take place that they do not consider that negotiations would serve any purpose, the Conciliator might not call the parties for a meeting.

* Industrial Relations in Sweden by Charles Myers, Page 18.

When the attempts of the Conciliator at settlement prove infructuous, he may persuade the parties to get the dispute settled by a board or court of arbitration set up by law, or else to commission one or more persons to arbitrate in the dispute whose award they pledge to observe. If the parties agree to the suggestion the Conciliator will assist in the appointment of an arbitrator, brief him about his commission, and co-operative with him to bring about a settlement. But he is prohibited from being himself an arbitrator in the dispute.

The Conciliator does not intervene in disputes which arise in trades and industrial establishments for which special boards of negotiation are set up, unless the parties apply for his mediation or the circumstances make such boards unsuitable for the settlement of the dispute or the Boards proceedings have proved to be unavailing.

The Conciliator will also not intervene in disputes referred to statutory boards or Courts of arbitration.

When a dispute is apprehended to result in a wide breach of industrial peace, the Government may appoint experts as a special conciliation commission to intervene either jointly with the Conciliator or in his place if he considers it inexpedient for him to take part in the dispute.

(ii) **Labour Court Act, 1928:** There is a Labour Court set up under the Labour Court Act, 1928 to examine and settle questions relating to collective contracts. The Court has a chairman and six assessors. Of the six assessors four are appointed for two years at a time, two on the recommendation of the Committee of the Swedish Employers' Association and two on the recommendation of the Swedish National Federation of Trade Unions. Four substitutes are also appointed for each group.

The jurisdiction of the Labour Court extends to cases having a bearing on: (a) the validity, contents or interpretation of a collective contract; (b) whether a particular act is contrary to the collective contract and the provisions of the Act governing such contracts; (c) the consequences of an action which is deemed to be contrary to the collective contract.

A dispute which comes up before the Labour Court may, by agreement, be referred to arbitrators.

If a collective agreement provides for negotiations between the parties or between the associations to which they belong for the settlement of disputes relating to the agreement, the Labour Court does not examine the contentious issues unless negotiations have taken place. There is no appeal on the decisions of the Labour Court. The law provides that Labour Court should decide cases without undue delay and preferably after one hearing.

(iii) **The Collective Bargaining Act, 1936:** There is a collective bargaining Act (1936) which made it obligatory for the employer to recognise and negotiate with labour unions. The Act only laid down what obtained in practice in the form of collective agreements. Its main provisions deal with the "right of association" and the right of negotiation. It provides for enforcement of these rights by civil process in the Labour Court. Without encroaching upon the freedom of contract, it aims at buttressing freedom of association by legislative mandate for conclusion of collective contracts over a wide range.

There are four statutory stages of negotiation.

First, if a party wants to start negotiations, it has to notify the other party with a statement on the questions on which negotiations are sought. The meeting for negotiation has to be held soon and an agreement reached without delay.

The attempt at a negotiated settlement enters the second stage when settlement is not found possible by mutual discussions. At this stage the Government appoints, at the instance of a central organisation of either party, an independent Chairman to preside over the negotiations.

If the Government considers that the issue for which the appointment of an independent Chairman is requested is important or complicated it might appoint a Committee of three. The parties have to attend the meetings convened by the independent Chairman or the Committee. If one of the parties goes to a court of law on the subject that party will not be liable to take part in the negotiations.

The negotiations enter the third phase if the parties are still unable to reach an agreement on the basis of the proposals put before the independent Chairman or the Committee. The Chairman, may suggest to the parties at this stage, that they may appoint a person (s) to give an award in the matter as arbitrator (s) and that they should give an undertaking to abide by the award.

If the parties disagree to the Chairman's proposal and if the Chairman considers the matter not suitable for proceedings in a law court, he has to move the Government on the application of either party for appointment of an arbitration board, to make a proposal for the settlement of the issue. This is the fourth and the final stage.

On receiving such a proposal the Government appoints at least three independent persons as members of the board. The independent Chairman who comes into the picture at the second stage of the negotiations will be a spokesman before the board of arbitration.

The board has to make a proposal for settlement of the matter on the basis of the material the spokesman has been able to gather during the proceedings and it may also obtain additional information from the parties.

A strike or lock-out is prohibited during the pendency of negotiations. But when once the proposal of an arbitration board for settlement of an issue has been rejected by the parties within the time set by the board for replies to its proposals, the obligation to maintain industrial peace ceases in respect of the issue under negotiation. Either of the parties should inform the other and the Government of its intention to go on strike or lock-out within a month of the expiry of the time limit fixed for receipt of replies to the arbitration board's proposals. A seven days' notice before the strike or lock-out commences has also to be given to the other party and the Government.

When a party gives notice of its intention to go on strike or lock-out, the Government may require the independent chairman to follow the dispute and to convene the parties for further negotiations if any change in the circumstances make such a course desirable.

POSITION IN PRACTICE

(a) **Legal Disputes** :- There is a distinction made between labour disputes over legal rights and disputes over non-legal interests. For disputes over "rights" certain legal norms are applied for resolving the issues. The disputes over "interests", on the other hand, have no legal norms for effecting a settlement, and so are seldom referred to official machinery for decision. Thus the industrial disputes are broadly classified into (a) legal disputes and (b) non-legal disputes. The legal disputes are mainly concerned with employer-employee relations which are regulated either (i) by statute or (ii) by contract.

The important legal disputes are those that arise under the Collective Bargaining Act, 1936, which spells out obligations of the employer and the employee to respect the right of the other side to organise and bargain collectively. Contractual rights also form the basis of legal disputes. They may arise out of individual employment contracts or collective contracts. The legal disputes between unions and employers mostly relate to interpretation of collective agreements. The collective contracts thus create rights and obligations which are enforceable by the court.

Collective contracts were not made the subject of statutory regulation until 1928, when the Collective Contracts Act and the Labour Court Act were passed. These laws do not invariably impose adjudication upon the parties even in respect of disputes over "rights". They provide for other remedies like negotiation and special arbitration. When they are provided for in the contract itself. It is only when attempts to settle the dispute otherwise fail, that civil action can be brought before the Labour Court.

Differences over the interpretation of the industry-wide agreements are often resolved at the local level, at times with the help of representatives from the national union, the industry association, and the SAF. Only rarely do cases go to the Labour Court.* The Labour Court is tripartite composed of two representatives each of the employers' and workers' organisations together with three neutral members. Of the three neutral members two are judges. If a case relates to white-collar workers one of the L. O. members will be replaced by the JCO man.

The Labour Court is said to have "developed a considerable body of jurisprudence in the new field of collective contract law" and that it "has functioned harmoniously in conjunction with a matured system of private Government carried by autonomous groups of workers and employers."

Any acute problems of industrial relations in Sweden arise not in the field of legal disputes, but only in the field of non-legal disputes, namely disputes over "interests." The reason for it is that the collective contract system with its internal method of settling the bulk of legal disputes within its frame-work has attained such maturity that only very intractable cases are left over to be decided by the Labour Court. The disputes over "rights" seldom lead to open conflict.

Though the Labour Court was originally set up for resolving disputes arising out of collective agreements, it has now become an instrument for the enforcement of statutory obligations that may arise even outside an agreement. This extension of its jurisdiction was the outcome of

* The neutral third part is a person or group of persons not immediately involved in the dispute. The Government of Labour Relations in Sweden by J.J. Robbins page 134.

The Collective Bargaining Act, 1936, which created, independently of any contract, a legal obligation for one side to respect the right of the other to organise and bargain collectively. If, for instance there is a dispute over the "right to organise" it will be considered as a legal dispute coming under the purview of the Labour Court. Adjudication is thus confined to cases where the rights and duties of the parties are clearly defined and subject to legal interpretation.

(b) Non-Legal Disputes:—Non-legal disputes which are over "interests" arise in the process of negotiating a collective contract when differences do not get reconciled by agreement. They arise even after a contract has come into effect, in regard to issues not covered by the contract. In both these contingencies the parties may arrive at a settlement by a compromise or by one side yielding to the other. It is thus in the field of non-legal disputes that a strike or lock-out is likely to occur.

The disputes that arise during the course of negotiations often get settled through private negotiation and arbitration. Should these negotiations fail, mediation by the State conciliation machinery takes place. This conciliation service is available for non-justiciable disputes only. It appears that at the stage at which non-legal disputes generally arise the negotiation of collective contracts—the intervention of State Conciliators is only fractional.

BASIC AGREEMENT, 1938

As a reaction to the proposal for legislation regarding regulation of industrial relations through State intervention, bi-partite agreements at the central organisational level were reached between labour and management to evolve a system of resolving conflicts, safe-guarding the national interest at the same time. What has come to be known as the Basic Agreement was reached between the representatives of the Employers' Federation and the L. O. on the Labour Market Committee. The Basic Agreement is a binding collective contract for the affiliates of the apex organisations that have ratified it.

The Labour Market Committee which has become a standing body for discussion of common problems, commenced its work in 1936. With seven members from each of the two Central Organisations, it assembles periodically, the delegates meeting informally and discussing freely a wide range of issues with Economists and other experts invited to participate from time to time. Not bound by any rigid agenda they explore ways and means of perfecting the independent institutional structure which reinforces the collective contract system. Their aim is to eliminate any serious frictions between the two major interest in the labour market, and devise methods of reconciling the interests in a less costly way to themselves and to the community without State intervention.

The Basic Agreement is considered as a kind of functional self-rule. This Agreement covers, among others, the following:

- (i) a uniform system of negotiations for settlement of industrial disputes.
- (ii) restrictions on coercive action inter alia, in regard to a neutral third party;
- (iii) special regulations for dealing with conflicts which may affect public utilities;
- (iv) procedures to be adopted in respect of dismissal and lay-off of workers; and

- (v) the setting up of a special body, the Labour Market Board, comprising three representatives from each side appointed for three-year term, to which contentious issues on the above points may be raised.

The disputes are referred to the Labour Market Board to reduce State intervention to the extent feasible.

The Board consists of six members, three of whom are appointed by the Employees' Federation and three by the L. O. for three years. The same number of deputies or substitute members are appointed who may serve in the absence of the regular members. Special members may be appointed to sit on the Board to represent particular associations involved in any dispute concerning lay off or dismissals. The quorum consists of the full bench of six members, but a majority can decide the issues. In arbitration awards, an impartial chairman is summoned when a majority do not agree. A secretary is appointed from each of the apex organisations, and the minutes are signed by both the parties. No affiliate ceases to be bound by the Agreement, once it has been ratified, so long as it is also a signatory to a collective contract in which wages are prescribed.

The Labour Market Board has become a part of the adjustment mechanism of the collective contract system for all the affiliated associations. Its importance as a central private regulatory apparatus for the labour market will increase as the affiliates of both the apex organisations subscribe more and more to the agreement. As it is, ratification of the agreement is confined only to the unions or employers' associations affiliated to the L.O. and the Employers' Federation and as such those unions and associations outside these bodies are not represented on the Labour Market Board.

While many collective contracts provide for negotiation and arbitration of disputes between the parties, there is heterogeneity among such clauses some of which are said to be lacking in certain respects. It is this diversity in the clauses that led to the Basic Agreement which has provided for a uniform procedure for negotiation and arbitration. When the dispute is over "rights" reference to the Labour Court is not allowed till the disputants have gone through the negotiatory procedure or have agreed to suspend it and seek judicial settlement. A provision to this effect is incorporated in the contracts of those who subscribed to the Agreement. If the dispute is over "interests", direct action is disallowed till all attempts at a negotiated settlement seem unavailing.

The 'Modus operandi' of negotiation is set down in detail. The negotiations have to start with a meeting between the local labour organisation or factory union and the employer. If agreement is lacking at this level, the dispute needs be taken up by the Central Union within two months of the end of the local parleys. Should negotiations fall at this stage also, a dispute over "rights" has to be taken to the Labour Court within three months and in respect of a dispute over "interests", the aggrieved party has to give notice of any direct action that it intends to take within three months. If the time limits set are exceeded the right to strike or lock-out is forfeited in the case of disputes over "interests". In respect of disputes over "rights", the effect of the provisions is only to speed up settlement since direct action in legal controversies is unlawful under the statute. Delay in commencing negotiations from the time an application is made may not be more than two weeks, in respect of local negotiations, and three weeks at the centre. Any claim made more than two years after the event upon

which it is based, and more than four months, after the claimant has first hand knowledge of it, become invalid. The claimant may be the employer or his association or the local labour union but not the individual worker. The procedure for negotiation does not apply to matters over which the ordinary Courts have jurisdiction.

The Basic Agreement does not seek to regulate direct action resorted to while negotiating a wage agreement or for its renewal or for sympathetic support of affiliated associations etc. Thus the weapons of industrial warfare are not eschewed. It is only a discipline in self-restraint grounded on compromise in mutual, and in the larger national interest. But in no case is direct action permitted without the approval of the central union or association.

While in the apex organisations, the theory of conflict has given way to compromise, and most of the affiliates of the SAF and LO have ratified the agreement, it may not be assumed that the rank and file, especially of labour are imbued with the spirit of compromise.

THE INDEX WAGE AGREEMENTS

While the Basic Agreement has set the pace for even industrial relations over a period of time, the index wage agreements that introduced sliding scale wage compensation based on the cost-of-living index produced results of mutual collaboration within a short time. Wage negotiations had taken place at the central level between the confederations of employers and trade Unions in the war and post-war periods. The contracts were only recommendations to the trade associations and unions, the implementation of which was subject to negotiation by them. During the war a central index agreement was reached entailing wage lift to neutralise the rise in the cost of living. Subsequently bargaining at the level of the SAF and LO were attempted on many occasions. IN 1952, 1956, 1957 and 1959 "frame agreements" or "master agreements" were reached between the two central organisations i.e. agreements on the magnitude of over-all wage increases, leaving the distribution of the increases among different categories of workers in the different industries to be settled by negotiation at lower level. Since the second world war the collective contracts were concluded for a year. If neither party gives notice of termination by a specified time—generally three months before its period of currency is over, the contract is automatically renewed. In 1957 a two year contract was concluded between the central organisations. With a view to indemnifying the workers for any major price increases and giving them a share in the benefits of rising productivity the contract included an improvement factor in each year and provided protection against a rise in the cost of living in the form of a reopening clause. But the central agreement concluded in the year 1959 was for one year only.

TO SUM UP

Collective agreements are reached between labour and management after arduous negotiations at different levels. There are bi-partite bodies at the apex like the Labour Market Committee meant for ironing out differences and arriving at negotiated settlements. The collective contracts create rights and obligations, the infringements of which are to be resolved by negotiation, and in case private negotiations fail the disputes are settled by the Labour Court, whose decisions are final. It is only in disputes over "interests" that arise during negotiations for arriving at a collective contract, that there is the likelihood of strikes and lock-outs. For settling such disputes over "interests" the Basic Agreement of 1938 has set up the Labour Market

Board which has prescribed a procedure for negotiation at different levels. There are time limits within which a claim can be deemed as valid and a reference of the dispute arising out of it has to be taken up at various levels for negotiation. Infringement of these provisions would result in forfeiture of the right to strike or lock-out. It is only when these voluntary methods for resolving the disputes over "interests" fail, that the State conciliation machinery comes into the picture. There are different stages of negotiation laid down in the Collective Bargaining Act 1936. If these attempts of the State also fail in settling the disputes, it is open either party to go on strike or lock-out after giving due notice to the other party and the Government about the direct action. But normally the disputes result in negotiated settlements.

In India, the central employers' and trade union organisations can profitably take a leaf from the Swedish experience of self-governance in the adjustment of Labour-Management relations on democratic lines to mutual advantage and in national interest without much of State regulation.

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(By Courtesy :- Indian Labour Journal Vol. VIII No. 9 September 1967)

CRANE DRIVER'S VIEW OBSTRUCTED

An overhead crane in a steelworks stockyard was being used to lower steel billets into a rack. The crane driver had previously complained that his view of the rack was obstructed by a nearby workman's hut, but had been told that it was essential for the cabin to be there to provide shelter for the men. As he was lowering one 11-ton load he saw the foreman come round the back of the cabin shouting that a man had been crushed.

The foreman said later that two years previously a notice had been put up warning the men not to walk under the loads which were being moved by crane. It was again suggested that the hut should be repositioned to allow the crane driver an uninterrupted view of the rack.

(Accident, U. K. No. 65 October, 1965).

CLEANING MACHINERY

During the production of cutlery, red-hot knife blanks, known as slugs, were fed into a machine which rolled them into the rough shape of a knife blade. The two horizontal rolls of the machine were 12 in. in diameter and 10 in. wide and attached to each was a die. There was one inch clearance between the rolls but the dies met with no clearance between them. The wire mesh guard covering the in take to the rolls at the rear of the machine was easily removable, being held in place only by hooks.

Two youths, aged 16 and 17, who were working on the machine removed the guard and started to clean the rolls. In order to turn the rolls, one of the youths went to the machine controls and inched the rolls under power. The other boy was still cleaning the rolls and his left arm was seriously injured as it was drawn into the intake of the moving rolls.

It was found afterwards that the rolls could be moved by hand. Section 20 of the Factories Act 1961 prohibits the cleaning of machines in motion by young persons and women if they are likely to be exposed to risk of injury. It is important to ensure that young persons and women are adequately instructed and supervised if they are to clean dangerous machinery as they may be tempted to set the machinery in motion either to speed up or simplify their task. The risk is even greater if more than one person is

working at the machine, as one may start the machine without knowing his colleague is in a position of danger.

(Accidents, U. K. No. 65, October, 1965).

OIL-SOAKED CLOTHING

A man was employed in the guillotine shop of a motor car component manufacturers and his job was to pick up and stack the metal used. His clothes were always dirty and oily because of the anti-rust grease on the metal.

One day, during the afternoon tea break, his clothes suddenly burst into flames and, despite prompt action by his workmates in quenching the flames, he was dead when he arrived at the hospital.

The exact cause of the fire was unknown, but it was thought possible that, when he tried to light a cigarette, the head of the match broke off in striking and flew into his clothing. Whatever the cause of the fire, this accident draws attention to the dangers associated with oil-soaked clothing.

(Industrial Safety Bulletin, U. K. February, 1966).

INDUSTRIAL RELATIONS JULY, 1967

The Labour situation in the State was generally satisfactory. There were 9 strikes in Textile mills including one strike followed by lock-out. There were also 10 strikes in other industries out of which 4 strikes were continuing at the end of the previous month. The number of workers affected by the work stoppages in Textile Mills was 1,860, and in other industries was 21,451. The mandays lost as a result of work stoppages in Textile Mills and in other industries were 6,832 and 46,501 respectively. The details of work stoppages are as follows:

TEXTILES

284 workers out of 385 workers of Kanyakumari District Co-operative Spinning Mills Ltd., Aramboly struck work with effect from 21-7-67 protesting against the suspension of 5 workers and one lap carrier. The strike came to an end on 25-7-67 as a result of direct negotiation between the parties.

All the 220 workers of Kanjeeppuram Co-operative Spinning Mills, Kanjeeppuram struck work with effect from 24-7-67 protesting against non-consideration of certain demands by the management. The strike ended on 31-7-67 as a result of conciliation by the Special Deputy Commissioner of Labour, Madras.

94 out of 334 workers of Ravindra Mills Ltd., Singanailur, staged a strike with effect from 2-7-67 demanding implementation of Arbitration Award. The strike came to an end on 7-7-67 as a result of mediation by the Labour Officer-I, Coimbatore.

All the 342 workers of Anandakumar Mills Ltd., Saravanampatti struck work with effect from 8-7-67 protesting against the appointment of Empty Bobbin Carriers in the Doff Carriers in the Reeling Department. The strike came to an end on 11-7-67 as a result of intervention by the Labour Officer-I, Coimbatore.

All the 268 workers of Radhika Mills Ltd., Uppilipalayam struck work with effect from 31-7-67 protesting against the non-payment of wages for June 1967. The strike was continuing at the end of the month.

27 out of 342 workers of Anandakumar Mills Ltd., Saravanampatti struck work with effect from 29-7-67 protesting against the suspension of one doffing boy. The strike was continuing at the end of the month.

All the 174 workers of Nagammal Cotton Mills Ltd., Vikravandi staged a stay-in-strike with effect from 18-7-67 protesting against the non-employment of 2 workers and work-load. Following the strike the Management declared a lock-out with effect from 20-7-67. The strike and lock-out continued till the end of the month.

351 out of 478 workers of Jawahar Mills Limited, Salem staged a stay-in-strike with effect from 15-7-67 at 4 p.m. The strike came to an end on 18-7-67 at 8 p.m. as a result of conciliation by the Labour Officer, Salem.

100 workers of Salem Co-operative Spinning Mills Limited, Salem staged a stay-in-strike on 26-7-67 at 3-30 p.m. protesting against the delay in settlement of disputes relating to wages and workloads. The strike came to an end at Midnight on the same day by the intervention of the Labour Officer, Salem.

OTHER INDUSTRIES

The strike by the workers of General Purpose Engineering Workshop, Korampallam reported last month came to an end on 4-7-67 as a result of conciliation by the Labour Officer.

The Strike by the workers of the South India Corbionic Gas Industries (Private) Limited, Tiruvottiyur, Madras-21 reported last month was still continuing at the end of the month.

The lockout by the Management of Lucas TVS Limited, Padi, Madras reported last month was lifted on 17-7-67 by the intervention of the Government of Madras.

The strike by the workers of Doval Pistons' (Private) Limited, Ambatur, which was reported in the previous month came to an end on 20-7-67 as a result of conciliation by the Labour Officer.

The workers of T. Stanes and Company, Coimbatore, staged a strike with effect from 25-7-67 in support of their demand for revision of wages, Dearness Allowance other benefits and objection to dismissal of a worker. The strike came to an end on 31-7-67 as a result of direct negotiation between the parties. All the 38 workers of Katov Knitting Mills Limited, Tiruppur, staged a strike with effect from 18-7-67 protesting against non-employment of 2 workers. The Management declared lockout on 21-7-67 following the strike. The strike and lockout came to an end on 27-7-67 as a result of mediation by the Labour Officer-I Coimbatore.

188 out of 463 workers of Madras Cements Limited, Thulakkapatti, Ramanathapuram District went on strike with effect from 30-7-67 protesting against non-employment of 8 workers, lay off of the workers in the packing department and demanding fixation of basic wages and payment of dearness allowance according to the cost of living index. The strike came to a close on 31-7-67.

All the 1,500 workers belonging to tanneries at Dindigul staged a strike with effect from 9-7-1967 protesting against the non-implementation of the recommendations of the Central Wage Board regarding grant of interim relief. The strike came to an end on 11-7-67 fore-noon following a conciliation by the Labour Officer.

All the 94 workers of Eltex Engineering Corporation, Ganapathy staged a strike from 20-7-67 in support of a charter of demands, and the Management declared a lock-out from 26-7-67. The strike and lock-out were continuing at the end of the month.

18,082 out of 19,047 workers of the Central Work-shop, Neyveli Lignite Corporation Limited, Neyveli, South Arcot District went on strike from 17-7-67 at 10 p.m. protesting against the sequence of a workman to work on a particular machine in the first shift. The strike ended on 19-7-67 at 6 a.m. following intervention by the Commissioner of Labour (Central), Commissioner of Labour, Madras and the Honourable Chief Minister of Madras.

CENTRAL SPHERE**I. Conciliation :—**

- (a) The RLC (C): Madras held conciliation proceedings in the following dispute and brought about settlement.
- (i) Between M/s. Star Construction and Transport Company, Sankari and Star Construction, Quarry and Transport Employees Union, Sankari over charter of demands like O. T Wages, supply of canvass patties etc.
- (ii) Between M/s. Star Construction & Trans Port Co., Sankari and Star Construction Quarry and Transport Employees' Union Sankari over Weigment of reject Stones.
- (iii) Between M/s. Star Construction and Transport Co., Sankari & Star Construction Quarry and Transport Employees Union, Sankari over charter of demands.
- (b) The A.L.C. (C)/Madras.1 held proceedings in dispute between the Indian Bank Ltd., Madras and the Indian Bank Supervisory Staff Assn., Madras over dismissal of Sri. P. K. Srinivasan, Accountant. As no settlement was arrived at, the Cps. ended in failure.
- (c) Four disputes were settled / disposed of at the intervention of this machinery without holding any formal Conciliation proceedings.

II. Particulars Regarding Dispute :

a. No. of disputes pending	...	6
b. No. of disputes received	...	10
c. No. of disputes disposed of	...	8
d. No. of threatened strike	...	10
e. No. of threatened strike materialised		Nil
f. No. of D.S.O.s certified	...	Nil
II. a. No. of strikes / lockouts	...	3/Nil
b. No. of threatended strikes/lockouts		Nil

STATE SPHERE

The conciliation officers enquired into and settled 761 disputes during the month of July 1967. Of these 109 were industrial disputes in which settlement were recorded under section 12 (3) of the Industrial Disputes Act. 1947.

ADJUDICATION UNDER THE INDUSTRIAL DISPUTES ACT, 1947

Government referred 16 Industrial disputes in which settlements could not be arrived at by conciliation for adjudication by the Industrial Tribunal, Madras and the Labour Courts, Madras, Coimbatore and Madurai. The details of disputes referred for adjudication are published in the statistical part of the Journal 15 awards given by the Industrial Tribunal, Madras and Labour Courts were published in the supplement to Part-II of the Fort St. George Gazette for the month of July 1967.

WELFARE

Relatively less number of registrations (2.4%), vacancy notifications (10.9%) more placings (11.2%) and a large Live Register (3.8%) were the features of the Employment situation in the State during July 1967.

The Employment Offices in the State registered 36,749 and placed 4,571 applicants during July 1967. Compared to June 1967 registration decreased by 911 or 2.4% and placings increased by 461 or 11.2%.

Vacancies notified by the employers to the Employment Offices were 5,973, a decrease of 735 of 10.9% below the previous month.

The Live Register at the end of July 67 stood at 2,48,417 an increase of 9211 or 3.8% over the previous month.

The ratio of vacancies notified to registrations was unfavourable at 1:6.1 in July '67 compared to 1:5.6 in June '67.

Shortage of manpower was reported in the following occupations :

Maternity Assistant, Pharmacist, Male and female Nurse, B. T. Assistant, Tamil/Hindi/Malayalam Pandit, Drawing Master with T.T.C. Tailoring Instructor/ Instructress, Librarian, Stenographer, Typist (Higher Grade in English and Tamil), Agriculture Instructor, Diploma holders in Civil Electrical and Mechanical Engineering with 3 to 5 years experience, Sanitary Inspector, Pump Setter (Auto) Miller, Boring, Mechanic, Artist, Photographer, Driller, Radiographer, Boilerman, Air compressor Operator, Motor reader, Power drill operator, Crane driver, Electrician and Motor driver with 5 years experience.

Surplus of applicants continued to exist in the categories of clerks and unskilled occupations such as attenders, Peons, watchman etc.

The Professional and Executive Employment Office, Madras registered 650 applicants and placed 44 registrants. At the end of July 1967 there were 2,063 applicants on the Live Register of this Office.

The University Employment Information and Guidance Bureau, Annamalai Nagar, and Madras registered 101 and placed 11 applicants during July '67. At the end of July '67, there were 841 applicants on the Live Register of this Office.

The Employment Office for Physically Handicapped at Madras registered 39 (Blind 4, Deaf 4 and Orthopaedic 31) applicants and placed 14 (deaf 2 and orthopaedic 12) applicants during July 1967. At the end of July 1967 there were 697 (Blind 141, Deaf 94 and Orthopaedic 452) applicants on the Live Register of this Office.

The Vocational Guidance units attached to the District Employment Offices gave group guidance to 12,324 applicants and individual guidance to 20 youths during July '67. 15 registrants who were individually guided were placed in jobs during the month. The number of persons who received individual information during July '67 was 5,808.

The Occupational Information Officer was engaged in the administration of Aptitude Test during the month and was deputed to attend the Occupational Information Training Course at Central Institute for Research and Training in Employment service, New Delhi from 25-7-67 to 5-8-67.

EMPLOYEES' PROVIDENT FUNDS ACT

The salient features relating to the working of the Employees' Provident Funds Act, 1952 and the Scheme framed thereunder for the month of July, '67 are indicated below:—

1. During the month under review the explosives industry has been brought under the fold of the Employees' (Provident Funds Act, 1952).

2. 22 factories / establishments were brought under the Employees' Provident Funds Act, 1952 during the month of July 1967, thus the total Number of covered establishments / factories comes to 4583.

3. The statistics of receipts to Employees' Provident Fund on various categories during the month of July 1967 are furnished below:

1	Current contributions	Rs. 66,28,673.11
2	Previous accumulations	Rs. 2,26,891.49
3	Administrative charges and inspection charges	Rs. 1,77,925.44
4	Misc. receipts (damages and refunds)	Rs. 11,637.92

The total number of employees and subscribers under the Act in the Region at the end of the month under review was 5,31,360 and 4,60,330 respectively.

WORKERS EDUCATION DURING AUGUST, 1967

The seventh worker-teacher training course at the Coimbatore Regional Centre was inaugurated on 21-8-67 by Shri Parthan, Assistant Personnel Officer, Southern Railway, Olavakot. The aims, programmes and objective of schemes and the progress achieved in the Regional Centre and in the country were explained at the inaugural function by the Regional Director, Workers' Education Centre, Coimbatore. Out of 25 worker teacher-trainees admitted for the training course, 15 trainees are coming from Railways; and the rest from other industries.

The 7th batch of worker-teacher trainees visited P. S. G. Industrial Institute, Coimbatore on 26-8-67, met the Labour Welfare Officer, of the institution and discussed with him the Labour Welfare Measures of the institution.

A new unit-level class was inaugurated at Southern Railway Coimbatore North Junction by Shri Parthan, Assistant Personnel Officer, Southern Railway, Olavakot.

The Worker-trainees of Rajalakshmi Mills, Singanailur went on study tour to Madras and Tiruchi. The Management have contributed a sum of Rs. 1,500 for the Educational tour of the worker-trainees.

A special meeting of plantation managers and Trade Union representatives and officers of the Managements' Association was convened on 24-8-67 to make vigorous efforts to organise a separate worker-teacher training course for plantation workers. The Regional Director appealed to the Managements and Trade Unions to make the scheme a success.

The 24th worker-teacher training course was inaugurated at the Madras Regional Centre on 1-8-67 with 30 trainees.

The one Day School Programme was organised on "Code of Discipline" at the Parry Employees' Union, Nellikuppam on 20-8-67. 40 members participated and a film show was arranged.

A one day school programme on "Industrial Health and Safety" was organised at Engine Valves Limited, Madras on 26-8-67 and 40 workers participated in the programme which was inaugurated by Sri T. V. Lakshmanaswamy, Chief Inspector of Factories, Madras. The necessity of better safety consciousness among the worker and the Management resulting in avoidance of delay and accidents was emphasised at the meeting.

A one day school programme was conducted on 28-8-67 at Tractors and Farm Equipment, Madras on 'Supervisors' approach to workers' grievances. About 40 members participated in the function.

Two unit level classes were revived at standard Motor Products (6th batch on 1-8-67 and 3rd batch on 14-8-67). 49 workers have joined in both the classes.

CURRENT NOTES

APPOINTMENT OF A LABOUR ADVISORY GROUP OF THE
TRADE UNION REPRESENTATIVES

1. Suggestion was made, at a meeting in Madras on May 7, 1967, of the representatives of the various trade unions called by the Hon'ble Labour Minister, Thiru. S. Madhavan, that a committee of the labour representatives might be set up to advise the Minister on matters relating to all aspects of labour. This suggestion is acceptable to the government. They constitute, therefore, what will be called "The Labour Advisory Group" in G. O. Ms. No. 2478 (Labour) dated 3-8-67 Department of Industries, Labour and Housing. The following persons will represent the various labour interests in this group:

MADRAS REGION: (Consisting of Madras, Chingleput, North Arcot, South Arcot and Dharmapuri Districts).

1. Thiru S. Mohan Kumaramangalam, Bar-at-law,
"Radha Nilayam",
8/5, Nungambakkam High Road,
Madras-34
2. Thiru V. G. Row, Bar-at-law,
Andhra Insurance Buildings,
II Floor,
357, Thambu Chetty Street,
Madras-1
3. Thiru S. Raghavanandam,
52, Vaithianatha Mudali Street,
George Town, Madras-1
4. Thiru R. Rangaswami,
General Secretary,
Indian National Trade Union Congress
(Tamilnad Branch),
2/44, Royapettah High Road,
Madras-14
5. Thiru K. Gurumoorthy,
President,
Simpson Group Companies Union,
No. 72, Haris Road,
Madras-2

6. Thiru N. Kalyanasundaram,
President,
Tamilnad Trade Union Congress,
6/157, Broadway,
Madras-1

COIMBATORE REGION: (Consisting of Coimbatore, Salem and the Nilgiris Districts).

7. Thiru Kattur Gopal,
President,
Coimbatore District General Worker's
Progressive Union,
Coimbatore.
8. Thiru V. Surendran, M. L. A.,
President,
Mettur Mill Worker's Union,
Salem Group, Mettur Dam R. S.,
Salem District.
9. Thiru M. Bhoopathi, M. L. A.,
Coimbatore District Mill Workers'
Union,
Mall Mill Road,
Coimbatore

MADURAI REGION: Consisting of Madurai, Ramenathapuram, Tirunelveli, Kanyakumari, Tiruchirapalli and Thanjavur Districts).

10. Thiru S. Gopalakrishnan,
Transport Workers' Union,
56, Vanapatarai Street,
Tiruchirapalli.
11. Thiru A. Balasubramaniam, M. L. A.,
Vice-President,
Madurai Textile Workers' Union,
(AITUC)
Madurai
12. Thiru Nallasivam, M. L. A.,
Vickramasingapuram,
Tirunelveli District.

13. Thiru M. S. Ramachandran,
General Secretary,
National Textile Workers Union,
350, New Jail Road,
Madurai
14. Thiru K. T. K. Thanqamani,
President,
Madurai District Textile Workers' Union,
103, New Jail Road,
Madurai.
15. Thiru Agnirasu, M. L. A.,
Thituparankundram,
Madurai.
16. Thiru J. Hemachandran,
President,
Kanyakumari District Estate Workers' Union,
Kanyakumari District.

2. The Chief function of the Labour Advisory Group, whose status will be purely advisory, will be to advise the Hon'ble Minister for Labour on matters relating to all aspects of labour. The term of this group will be for three years. It will meet once in three months at such places as the Labour Minister may decide.

3. The Labour Advisory Group will be a first class committee for purposes of claiming travelling allowance.

AWARDS & AGREEMENTS

BEFORE THE LABOUR COURT, COIMBATORE

Wednesday, 14th June, 1967
(24th day of Jyaistha - 1889 Saka)

PRESENT :

THIRU M. KUMARASWAMY PILLAI, B. A., B. L.,
Presiding Officer, Labour Court, Coimbatore

INDUSTRIAL DISPUTE NO. 4 OF 1967

Between

The workmen of Liddlesdale Estate, represented
by the General Secretary, Plantation Labour } *Petitioner*
Association, Coonoor

and

The management of Liddlesdale Estate, Naduvattam } *Respondent*
Post, Nilgiris

This industrial dispute coming on for final hearing on 6th June 1967 in the presence of Sri A. Ramanathan, B. Com., B. L., Advocate, Coimbatore for the workmen and of Sri N. Kannan, Assistant Secretary of the Association of Planters of the State of Madras, Coonoor for the management and upon perusing the reference G. O. Ms. No. 5040, Labour, Department of Industries, Labour and Housing, dated 30th December 1966 and claim statement filed by the Union counter-statement of the respondent and rejoinder statement filed by the union and upon perusing the documents filed by both sides and upon hearing the arguments addressed by both sides and having stood over till this day for consideration this Court passed the following.

AWARD

The dispute that is referred for adjudication to this Court is with respect to the non-employment of Sri R. Nalloor, a pruner in the Bellevue Division of Liddlesdale Estate, Naduvattam Post, the Nilgiris. Sri R. Nalloor has been in the service of the Estate for the past 22 years. On 5th July 1966 while he was pruning tea bushes in 4-A division, it was said he instigated the other workers not to do work and that he behaved in such a way creating riotous situation and disorderly behaviour and disobeyed the lawful orders of his superior officer, when the latter ordered him to prune 100 bushes. On the basis of the alleged misconduct a show cause notice was issued to Sri Nalloor why action should not be taken against him for misconduct under Standing Order No. 23 clauses (2), (11) and (1) and after the enquiry, Sri Nalloor was dismissed from service with effect from 1st August 1966. The General Secretary of the plantation Labour Association Coonoor raised a dispute with respect to the dismissal of Nalloor before

the Labour Officer, Coonoor and as the Conciliation failed, the dispute has been referred by the Government in G. O. Ms. No. 5040 (Labour), Department of Industries, Labour and Housing, dated 30th December 1966.

2. The issues referred for adjudication mentioned in the annexure to the order of reference are:—

"1. Whether the non-employment of Sri R. Nalloor (G 141) is justified; and if not, to what relief he would be entitled."

"2. To compute the relief if any, awarded in terms of money, if it can be so computed."

3. The Plantation Labour Association, Coonoor through their Secretary filed a claim statement in which it is alleged that Sri Nalloor is an active member of the Plantation Labour Association, which is the trade union of plantation workers, and this act of the workman was not appreciated by the management and they wanted him to disassociate from union activities which he did not oblige and it has led to victimisation resulting in his dismissal from the services. Sri Nalloor was charge-sheeted on the 6th July 1966 for alleged misconduct in field No. 4-A on 5th July 1966 under clauses 23 (2), (11) and (1) of the Standing Orders in that (a) he was said to have instigated workers to leave the workspot, (b) he was said to have behaved in creating riotous situation and disorderly behaviour and (c) he was said to have disobeyed the just and reasonable order of Sri Zachariah, a Superior Officer, the worker Nalloor gave an explanation denying the allegations and had stated what happened in the field on 5th July 1966. He had stated that the management increased the workload arbitrarily of pruning tea bushes from 55 to 100. When the workers represented about this to the management they in turn asked whether to prune 100 bushes as workload or to work for eight hours. The workers worked for eight hours for few days and gave the workload as was given previously. The manager came to the field on 23rd June 1966 and asked the workers to give a workload of 75 bushes, thus reducing 25 and the workers worked accordingly till 5th July 1966. On 5th July 1966 the maistry wanted the workers to prune 100 bushes for which the workers recalled the instructions of the management. The workers worked as per the instructions of the manager and after completing 75 bushes they went home. This is what had happened on 5th July 1966 and the worker Nalloor submitted this to the management. He denied the other charges, and stated that he has been victimized.

4. The management not satisfied with the explanation, charge-sheeted him and conducted an enquiry against all principles of natural justice and found the worker guilty of misconduct alleged against him and dismissed him with effect from 1st August 1966. The enquiry conducted by the management is neither fair nor reasonable. The enquiry Officer was biased. The copy of the report of Zachariah was not given to the workman before the enquiry. This has vitiated the enquiry. The worker Nalloor had been elaborately questioned by the enquiry officer at the beginning of the enquiry before the management's witnesses were examined. The workman's witnesses had also been cross-examined by the enquiry officer. The enquiry officer had questioned elaborately and had elicited answers in favour of the management. These have vitiated the enquiry.

5. The findings of the enquiry officers are also perverse, baseless and one sided. There is no material to find the workman had committed the misconduct for all the three charges. There is no corroboration of material facts among the management's witnesses but they suffer from full of contradictions. On the other hand the workman's witnesses have stated the real facts and this has not been taken into account by the enquiry officer. The management has singled out Sri Nalloor for punishment by way of dismissal. This is also an instance of victimisation. For these grounds, the order of dismissal is to be set aside and Sri Nalloor shall be reinstated with backwages and continuity of service.

6. The management of the Liddlestable Estate, Naduvattam Post, The Nilgiris, filed a counter Statement as follows:—

The workman Nalloor has been in the continuous service of the management only for 18 years and not 22 years. His service was from 26th June 1948 till the date of his dismissal. With regard to his work, he has in the past been found guilty of acts of misconduct on five occasions. The worker was charge-sheeted on 12th July 1966 for the alleged misconduct in field No. 4-A, on 5th July 1966 under the Joint Standing Orders for Estate workmen under sections 23(2), (11) and (1). An enquiry was held on 19th July 1966 and the accused worker Nalloor was found guilty of all three charges. Only at the instigation of this worker, the other workers refused to prune 100 bushes on that date, or to do eight hours work. Nalloor and the other pruners were specifically instructed to prune 100 bushes or work the full eight hours. Which the workers refused to do only at the instigation of the workers. In fact, all the pruners left the field for that day and did not return to work to complete the task, at the call of the worker Nalloor only. It is not correct to say that the manager has asked to prune 75 bushes. The manager instructed the maistry to tell the workers, that they must prune 100 bushes or to do eight hours work, and they did neither.

7. A full and fair enquiry was conducted in which the worker fully participated. He examined his own witnesses and cross-examined the other witnesses. The enquiry was held in an impartial and fair manner observing all the principles of natural justice. The management saw fit and dismissed the worker on the basis of findings and also of the past record of his service. The allegation that the enquiry was conducted neither fairly nor reasonably and that the enquiry officer was biased are all untrue. A copy of the report of Mr. Zachariah was given to Nalloor along with the charge-sheet. The claim of the union is baseless. The mere fact of allowing the charged worker to make a statement at the beginning of the enquiry and enquiry officer putting questions to the witnesses, do not at all vitiate the enquiry so long as the discharged worker has been given a full and fair opportunity to defend himself by cross-examining the witnesses in support of the complainant and examining his own witnesses. The workers' claim is very vague and does not give details of the perverse, baseless and one sided actions of the management. The allegation that he was victimised is not true. The five other workers who were involved in that incident and who left the work spot without pruning 100 bushes or working eight hours and who behaved in a riotous and disorderly manner at the instigation of the worker, were also charge-sheeted and punished on the merits of the enquiry. For the above reasons, the dismissal of Nalloor is valid and just and not liable to be interfered with.

8. The points for decision this case are:—

- (1) "Whether the enquiry held against Sri Nalloo was fair and proper or opposed to principles of natural justice?",
- (2) "Whether the findings of the enquiry officer were perverse and not supported by evidence in this case?",
- (3) Whether the act of the management was bonafide or whether the dismissal was an act of victimisation, and
- (4) To what relief the worker would be entitled, to, if the dismissal was not justified."

9. The management examined four witnesses and filed Exhibits M-1 to M-19. The union did not examine any witness, but filed Exhibits W-1 to W-3.

10. Point Nos. 1 to 4. Exhibit W-2 or Exhibit M-2 is the Charge-sheet issued to Nalloo. The charges made against him were (a) that on 5th July 1966 at about 11 a.m. while he was working in 4-A division, he instigated the others to go away without doing work, (b) that he behaved in a riotous or disorderly manner, and (c) that he refused to do the lawful orders of Mr. Zachariah. Sri Nalloo was called upon to give his explanation on or before 6 p.m. on 9th July 1966. Exhibit M-3 is the explanation given by the worker on 8th July 1966. In Exhibit M-3 he denied the charges made against him and stated what had happened on 5th July 1966, in 4-A division at about 11 a.m. Exhibit M-4 is the enquiry notice informing that the enquiry notice informing that the enquiry would be held on 19th July 1966 as the explanation submitted by the worker was not satisfactory. Exhibit M-5 is another notice issued by the management on 13th July 1966 informing Sri Nalloo that the enquiry would be held at 9 a.m. on 19th July 1966 in the estate office. Sri Nalloo gave a list of witnesses to be examined on his behalf. Exhibit M-6 is the list of 16 witnesses submitted by him. Exhibit M-9 is the enquiry proceedings. The enquiry was held by the manager Sri L. S. Kumar in which one Mr. Israel was the observer for the worker. Thirteen witnesses were present at the enquiry. Even at the very outset of the enquiry, the enquiry officer examined the delinquent worker Nalloo before any of the management's witnesses was examined. He asked the worker whether he received a show cause notice and the charge-sheet. Whether he understood the charges and whether he pleads guilty or not. The worker denied the charges. Then, the enquiry officer asked him to give his statement as to what happened on 5th July 1966 at about 11 a.m. in the 4-A division. Sri Nalloo gave a statement of what happened in the estate division according to him. After he gave his oral statement, which was recorded, the enquiry officer cross-examined him with reference to certain statements contained in the explanation given on 8th July 1966. The procedure adopted by the enquiry officer in examining the worker and requiring him to give a statement of his defence, and cross-examining him with reference to his prior statements, are all opposed to the principles of natural justice and have been held in many cases to have the effect of vitiating the enquiry. In 1963 II L.L.J. 392 (Meenglas Tea Estate v. Its Workmen). The Supreme Court has held that:—

"It is an elementary principle that a person who is required to answer a charge must know not only the accusation but also the testimony by which

the accusation is supported. He must be given a fair chance to hear the evidence in support. He must be given of the charge and to put such relevant questions by way of cross-examination as he desires. Then he must be given a chance to rebut the evidence led against him. This is the barest requirement of an enquiry of this character and this requirement must be substantially fulfilled before the result of the enquiry can be accepted. A departure from this requirement in effect throws the burden upon the person charged to repel the charge without first making it out against him." (vide page 394).

In that case, certain "workmen were charge-sheeted for unruly behaviour and for assaulting some superior officers. They submitted their explanation denying the allegations. The domestic enquiries held by the officers who were alleged to have been assaulted. No evidence was let in at the domestic enquiries. Their Lordship held that the enquiry was vitiated.

11. In the another case in 1963 II L.L.J. 396 (Associated Cement Companies Limited v. Their Workmen and another) the Supreme Court has held at page 400 in the following terms:—

"It is necessary to emphasize that in domestic enquiries the employer should take steps first to lead evidence against the workmen charged, give opportunity to the workmen to cross-examine the said evidence and then should the workmen be asked whether he wants to give any explanation about the evidence led against him. It seems to us that it is not fair in domestic enquiries against Industrial Employees should be that the very commencement of the enquiry, the employee should be closely cross-examined even before any other evidence is led against him. In dealing with domestic enquiries held in such industrial matters, we cannot overlook the fact that in a large majority of cases, employees are likely to be ignorant, and so, it is necessary not to expose them to the risk of cross-examination in the manner adopted in the present enquiry proceedings. Therefore, we are satisfied that Mr. Sule is right in contending that the present enquiry proceedings by which Malak Ram was elaborately cross-examined at the out-set constitutes another infirmity in this enquiry."

In the present case also, the enquiry officer before leading any evidence on behalf of the management called upon the worker to give a statement, and then cross-examined him by contradicting him with previous statement made by the worker on 8th July 1966. This vitiates the enquiry.

12. The next contention of the union is that the report of Mr. Zachariah, on the basis of which the charge was levelled against Sri Nalloo, was not given to the worker either along with the charge-sheet or before the enquiry commenced or even at the time of the enquiry when Mr. Zachariah was examined, or before the conclusion of the enquiry proceedings. Mr. Zachariah was examined as last witness in the enquiry. Exhibit M-1 is the complaint said to have been made by Mr. Zachariah to the manager on 5th July 1966. Exhibit M-1 is not proved to have been furnished to the delinquent worker along with Exhibit M-2 the show cause notice. The management's contention is that the copy of report of Mr. Zachariah was sent along with charge-sheet, dated 12th July 1966. But the union denies the receipt of any such letter. Exhibit M-4 mentioned that the copy of Mr. Zachariah's letter was sent along with the original. But there is no evidence to show that the copy of the letter was received by Sri Nalloo. In Exhibit M-4 it is noted that:—

"On 12th July 1966, received original, signed R. Nalloo". There is no satisfactory proof that the copy of Exhibit M-1 was furnished to the delinquent worker. Exhibit M-4 is not the copy of the charge sheet but only an enquiry notice. Exhibit M-1 has also not been put in evidence during the enquiry proceedings. Mr. Zacheriah had not even mentioned that he made Exhibit M-1 complaint to the manager on 5th July 1966. Exhibit M-1 was not even read over to the delinquent worker at the time of the enquiry proceedings. This has caused prejudice to the workmen and therefore the enquiry was vitiated on this ground also.

13. It is also seen that after Nalloo was examined by the enquiry officer at the commencement of the enquiry, all the witnesses were examined for the management. They are the Assistant Manager Mr. Vijayalad, (2) Ch. Hanuma Maistry (3) Ninga (4) Siddha (5) Thimma (6) K. Ponnuswamy and (7) Putta. After these witnesses were examined, the worker requested the enquiry officer to examine two witnesses Perumal and Channa. After these two witnesses were examined and management's witnesses, the delinquent worker was asked to cross-examine them. After the cross examination of these two witnesses, the management finally examined Sri Zacheriah as their witness. It is seen from the enquiry proceedings that all the witnesses were no doubt examined in the presence of delinquent worker and he was given an opportunity to cross-examine them. But it is seen, however, that the enquiry officer himself examined those witnesses by putting number of questions and eliciting answers by way of cross-examination. After the worker had his cross-examination of these witnesses, this has happened with respect to all the witnesses whether they are the witnesses for the management or for the worker. This was also prejudicial to the worker concerned and it is opposed to the principles of natural justice. For all these reasons, I hold that the enquiry was not fair and proper.

14. Having found or having reason to find that the enquiry proceedings are not fair and proper, the management has attempted to adduce fresh evidence before me on the merits of the case. The management examined four witnesses M. W. 1 is Mr. Zacheriah, M. W. 2 is Chik Hanuma Maistry, M. W. 3 is Ningha and M. W. 4 is the manager of the estate Mr. L.S. Kumar. He proves the records for previous misconduct which are Exhibits M-11 to M-19.

15. The entire matter is at large before me, and it is therefore necessary to find out whether these charges against Sri Nalloo was proved to the hilt. The first charge is that he instigated other workers to strike work and go home, secondly that he behaved in riotous and disorderly manner of M. W. 1. All the three charges arise out of some occurrence which took place at about 11 a. m. on 5th July 1966. The facts which occurred on 5th July 1966 on the basis of the which the charges were made against Nalloo were spoken by three witnesses only, i. e., M. W. 1 to M. W. 3 only. The worker denied the charges and stated what had happened in the estate according to him, and his version of the occurrence is corroborated by the testimony of all the other witnesses examined by the enquiry officer. Sri Nalloo has given four statements as to the details of the occurrence that took place on 5th July 1966, in the 4-A division of the state. His first statement is contained in Exhibit M-3 explanation. The next statement is made by him before the enquiry officer at the commencement of the enquiry. He made a written statement Exhibit M-7 on 19th July 1966 itself as to what took place on 5th July 1966. After all the witnesses were examined, the enquiry officer wanted the worker to give a statement and he gave 4th statement. Thus there are four statements of the delinquent

worker. In all these statements he has given a uniform version. His story is that in 1965 the manager instructed them to prune 55 bushes per day. Those bushes were more than seven years old, but in July 1966 the manager asked them to prune 100 bushes. But, the pruners made representation as a result of which the manager directed them to prune 75 bushes or to work eight hours a day. The workers have been turning over this workload till 4th July 1966. On this last date, the Assistant Manager instructed the maistry that each pruner shall prune 100 bushes or do eight hours work. The workers protested against the higher workload, and the maistry advised them to do the work as they did before. On 5th July 1966 when the pruners were cutting bushes in the lower level of the field, the maistry instructed them to cut 100 bushes. But as it was contrary to the agreed workload, all the workers ceased to work and came to the road where maistry was standing, and asked him how he could instruct them to do the higher workload when the assistant manager himself had asked them to prune only 75 bushes per day. The maistry advised them to resume work, consoling them he would talk with the assistant manager, and seek the remedy, and went home. This is the version of worker.

16. The version of the management, is, that on 5th July 1966 about eighteen workers were employed for pruning bushes in the 4-A division under the supervision of the Hanuma Maistry and that the worker Nalloo was one among them, and the maistry instructed them to prune 100 bushes. Immediately the workers refused to do the work and Nalloo instigated them to strike work and to cut his head if he insists upon a workload of 100 bushes per worker per day. The case of the management is, that Zacheriah came to the scene to ask Hanuma Maistry why he did not prune the required minimum bushes on the previous day, and he told the maistry that the workers have not pruned the requisite number of bushes and when Hanuma Maistry and Zacheriah were talking, Nalloo who was working below, insisted the workers not to cut 100 bushes and abused Zacheriah in filthy language and that the workers all struck work and disobeyed the orders of the superior.

17. Mr. Zacheriah is alleged to have made Exhibit M-1 complaint to the manager on the basis of which the three charges were framed against Nalloo under the Standing Order No. 23 clauses (1), (2) and (11). Exhibit W-3 is the copy of the Standing Order. Standing Order No. 23 mentions the acts of major misconduct. Clause (2) provides that—

"Striking work or inciting others to strike work without reasonable causes."

Clause (1) Provides that—

"Wilful insubordination or disobedience whether alone or in combination with others of any lawful and reasonable order of a Superior."

Clause (11) mentions—

"Riotous or disorderly behaviour". Nalloo was charged under these clauses as per Exhibit M-2 in that (1) he instigated the other pruning workers to go away from the workshop at 11 a. m. on 5th July 1966, (2) that he behaved in riotous and disorderly manner and (3) that he disobeyed the orders of Sri Zacheriah.

18. The question for decision is, whether there was evidence before the enquiry officer to sustain these charges. As already pointed out, Exhibit M-1 is the complaint made by Sri Zacheriah. This document was

not put in evidence before the enquiry. At the enquiry, the management examined six witnesses and Sri Nalloo wanted to examine two witnesses Perumal and Sanna. Those two witnesses who were to be examined on the worker's side were examined as the management's witness and thereafter Zacheriah was examined as 8th witness. In all, 10 witnesses were examined by the enquiry officer. Out of these 10 witnesses, the enquiry officer relied upon the evidence of Mr. Zacheriah, Hanuma Maistry and worker Ninga. The first witness in the enquiry was the assistant manager Vijay Lad. His evidence is only hear say. All the 7 witnesses spoke in support of the case set up by the delinquent worker. The enquiry officer did not give any reason why the evidence of these 7 witnesses was rejected.

19. Now coming to the evidence of Zacheriah before the enquiry officer, I may however add that his statement was recorded not in the form of narrative, but the enquiry officer put 5 questions and recorded his answers. The first question is whether he was present in 4-A division of the state at 11 a.m. on 5th July 1966. Sri Zacheriah replied in affirmative. The next question was whether himself or Hanuma maistry instructed the worker to cut 100 bushes or to work till 5 p.m. Zacheriah answered in the affirmative. The next question was whether he heard Nalloo, G/141 instigating the other workers to go from the field to the road. The witnesses answered 'Yes'. The next question was whether there was a quarrel or exchange of words of words between him and Nalloo. Zacheriah answered that after he reached the road, Nalloo abused him in filthy language and witness answered that he did not talk anything to Nalloo and he cannot say why he (Nalloo) abused him. This point is elicited by the enquiry officer from Mr. Zacheriah in the enquiry. His evidence before the enquiry officer does not at all prove any of the three charges. In the first place he did not say that he instructed the workers to cut 100 bushes or to work 8 hours. Secondly, he did not say that Nalloo instigated the other workers to strike work and go away from the field. But this was elicited in the form of question and answers by way of cross-examination. He further said, that there was no exchange of words with Nalloo but he abused him. Thus, there is no evidence that Nalloo behaved in riotous and disorderly manner or that he instigated the other pruners to strike work or that any order was made by Mr. Zacheriah to Nalloo much less he disobeyed it. In this connection his complaint which is marked as Exhibit M-1 may be referred. His version about the occurrence that took place on 5th July 1966 as contained in Exhibit M-1 is as follows:—

"Next day morning (on 5th) I went to the field at about 9 O'clock, I entered the field and repaired some bushes and cut some bushes.

At about 11 O'clock I came to the road for sharpening my knife. The Supervisor Ch. Hanuma asked me to show him the row which I counted previous day.

I and the Supervisor, Ch. Hanuma, went to the row and I showed him. Moiga the knives sharpening labour also followed us. Our talk was over hearing by one R. Nalloo (G/141). He instigated the pruners to leave the workspot, all the pruners came to the road and then they placed their knives and saws on the road.

I told the pruners to finish the task and then go home. Among the pruners G/8 Sidda, G/13 Ch. Thimma, G/Nalloo, G/228 Perumal, G/151 Arunachalam shouted at me by using filthy languages.

I stood among them without telling anything till 12 O'clock. then I came up for my lunch.

Same evening at 2 O'clock, I went to the pruning field but could not find any pruners in the field. As per the task they have not completed the bushes. Please take necessary action and do the needful."

Exhibit M-1, which is said to be the earliest document containing the record of the occurrence, does not show that Nalloo (G/141) behaved in riotous or disorderly manner nor does Exhibit M-1 show that Zacheriah gave any instruction to workers to cut 100 bushes but it mentions that he asked pruners to finish the task and go home. Therefore, charges Nos. 2 and 3 are not at all established from Exhibit M-1 or from the evidence of M.W. 1 who has mentioned in Exhibit M-8 that Nalloo instigated the workers to leave the workspot. Thus, the evidence of Mr. Zacheriah before the enquiry officer does not substantiate the charges Nos. 2 and 3.

20. I shall then deal with the evidence of Hanuma Maistry, the substance of which is as follows. "On 4th July 1966, the assistant manager instructed him that each of the pruners shall prune 100 bushes. He agreed at that time. The pruners said that they cannot cut 100 bushes but they cut only 75 bushes. On the next day during muster, Zacheriah told him that less than 75 bushes were cut on the previous day. He asked the pruners to cut 100 bushes or to do 8 hours but they did not respond. Then, the pruners created a galata and came up from the field. While coming up, Nalloo G/141 shouted that more than 75 bushes cannot be cut and asked the worker to go up saying that if maistry or Mr. Zacheriah insisted any further, they shall be cut with knife." While he was cross-examined by Nalloo in the domestic enquiry, he admitted that there was no conversation or quarrel between Nalloo and Mr. Zacheriah or any other and also admitted that Nalloo did not abuse Mr. Zacheriah nor was there any kind of conversation. It is also significant to note that he did not say before the enquiry officer that Zacheriah ordered the workers to cut 100 bushes or that the pruners refused. His statement is not supported by the statement of Mr. Zacheriah or the allegation contained in Exhibit M-1.

21. The next witness is one Ninga. His statement before the enquiry officer is briefly the following: "On 5th July 1966 in 4-A division, I along with others was pruning bushes. When Hanuma Maistry asked them to cut 100 bushes as directed by the assistant manager Nalloo told that they cannot cut 100 bushes and told that all shall go up and if the writer (Mr. Zacheriah) insists, he shall be cut with knife. Nalloo placed his knife and saw on the road and asked him how to cut 100 bushes and not to take back the knife after placing them on the road. Maistry advised all the workers to resume work. Nalloo said that writer must go away, then they would resume work, and Nalloo created a galata. The writer must go away from the field and till then none shall resume work and the writer went home." This version of Ninga is not supported or corroborated by the evidence of Mr. Zacheriah or Hanuma Maistry. Ninga was in the position of an approver who participated in the strike and his statement could not be accepted without corroboration. His statement also does not support the charges.

22. Exhibit M-10 is the findings of the enquiry officer. In paragraph (1), the enquiry officer stated that—

"I find no evidence on record to prove any instructions either from the supervisor Hanuma Maistry or Mr. Zacheriah that the workers could leave the rows after finishing 75 bushes."

This is manifestly wrong, because all the witnesses including the assistant manager have stated that the workers were advised to prune 75 bushes or to work eight hours and that they were doing that quantum of work till 5th July 1968. The evidence of other witnesses which support the case of the workman was not considered by this enquiry officer and his findings that there is no evidence on record to prove any instructions either from the supervisor Hanuma Maistry or Mr. Zacheriah that the workers could leave the rows after finishing 75 bushes, is wrong. In the second paragraph, he finds the second charge against the workers in the following

"It is also clear that G/141 Naloo behaved in a riotous and disorderly way in the field like using threatening language of using a pruning knife, etc. As for G/141 Naloo behaving in a riotous and disorderly way on the road towards Mr. Zacheriah, the evidence of Hanuma Maistry does not corroborate with that of Mr. Zacheriah's and Ninga's."

In Exhibit M-1 Mr. Zacheriah has stated that among the pruners G/8 Sidda, G/18 Ch. Thimma, G/251 Naloo, G/228 Perumal, G/151 Arunachalam shouted at him by using filthy language. G. 251 Naloo is also co-worker and it was he along with some others, who used filthy language. Therefore, the statement of Mr. Zacheriah that G/141 Naloo abused him is untrue. The finding on the second charge is also not based upon any acceptable evidence. So far as the third charge is concerned as pointed out earlier, there is no evidence that Mr. Zacheriah gave any instruction to any pruner to cut 100 bushes or to work for 8 hours. The finding in paragraph 3 is also not based on evidence. Then in the fourth paragraph, the enquiry officer finds that Naloo instigated the other workers. The reasoning in Exhibit M-10 is as follows:—

"While carefully considering the evidence of the witnesses for the accused, Sidda, C. Thimma, Ponnuswamy, Putta and Perumal along with the statement of the accused, I am inclined to believe, the statement of the accused, bears lot of contradictory versions of the happenings on the 5th July 1968 in the pruning field. The strong denial of G/141 Naloo having incited the workers to leave the field and also behaving in a riotous and disorderly way, is done because all the above witnesses were also involved in the incident. It is also clear from the statements of the accused Naloo, Sidda, C. Thimma, Ponnuswamy, Perumal and Sanna that when they were told by the superior to finish the task of 100 bushes they all left the rows and came to the road. Unless there is an instigation or a pre-planned motive behind this, all workers cannot leave the field and come to the road; off their own accord all of a sudden. With Naloo disputing the task of 100 bushes with refusal to complete it, he must have asked the pruners to leave the field also. This is only a surmise of the enquiry officer and not based upon any evidence. Witnesses Sidda, Thimma, Ponnusamy, Putta, Perumal and Naloo all have stated that Naloo did not instigate them but all of them left the field as they protested against the increase in the workload, made by the maistry. Thus, in my view, the evidence before the enquiry officer did not warrant the findings arrived at and the findings are not based upon any evidence in this case. The findings, therefore are perverse and based on no evidence."

23. The Madras High Court in 1969 II M. L. J. 15 (Gabriel v. State of Madras) have set out the requirements of the departmental enquiry as extracted below:—

"All enquiries, Judicial, departmental or other, into the conduct of individuals must conform to certain standards. One is that the person proceeded against must be given a fair and reasonable opportunity to defend himself. Another is that the persons charged with the duty of holding the enquiry must discharge that duty without bias and certainly without vindictiveness. He must conduct himself objectively and dispassionately not merely during the procedural stages of the enquiry, but also in dealing with the evidence and the material on record when drawing up the final order. A further requirement is that the conclusion must be rested on the evidence and not on matters outside the record. And, when it is said that the conclusion must be rested on the evidence, it goes without saying that it must not be based on a misreading of the evidence. These requirements are basic and cannot be whittled down, whatever be the nature of the enquiry, whether it be judicial, departmental or other. However, where the enquiry is judicial, he insist that yet another requirement should be complied with. That is contained in the familiar statement that it is not sufficient that justice is done but that justice should also manifestly appear to be done."

In this case, the enquiry officer did act with bias in the departmental enquiry. His examination of Mr. Zacheriah by putting leading questions and eliciting favourable answers is an indication of bias. The examination of the delinquent worker in the first instance and cross examining him, is another instance. The examination of the management's witness after he was cross-examined by the concerned worker, is another instance. The examination of the two defence witnesses Perumal and Sanna the management's witnesses, and requiring the worker to cross-examine those witnesses is another irregularity. It shows the bias. His not considering the evidence of all the management's witnesses who spoke in support of the delinquent worker, is yet further instance of the bias. His conclusion is not rested on the evidence but is biased. Thus, I find that the findings of the enquiry officer are perverse.

24. Having found that the enquiry is not fair and proper and that the findings of the enquiry officer were perverse, the propriety of the dismissal is at large for an enquiry on the merits before me. The management therefore let in further evidence in support of the justifiability of the dismissal. The management examined three witnesses, i.e., M.W. 1 to M. W. 3). M. W. 1 is Mr. Zacheriah, M. V. 2 is Hanuma Maistry and M.V. 3 is one Ninga.

25. I have already dealt with the statement of Mr. Zacheriah in Exhibit M-1 as well as his statement before the enquiry officer. In Exhibit M-1 M.W. 1 did not say that he asked the pruners to cut 100 bushes or to eight hours work nor did he say in exhibit M-1 that Naloo called the other workers to come with knife and refusal to assault M.W. 1. In his testimony before this court, he said that while he was showing the maistry the bushes he has counted on 4th July 1968 Naloo who was working below abused him in vulgar language and brought on saying that he will stab him with knife. All the workers about 18 in number rounded him with knives and chappals.

In Exhibit M-1 he has stated "I told the pruners to finish the task and then go home. Among the pruners G/8 Sidda, G/18 Ch. Thimma, G/251 Nalloo, G/278 Perumal, G/151 Annasalam shouted at me by using filthy language. I stood among them without telling anything till 12 o'clock then I came up for my lunch". Nalloo who abused him was Nalloo G/231 and not Nalloo, who is concerned in this case, viz., G/141. Again what he said in Exhibit M-1 was "our talk was over hearing by R. Nalloo (G/141). He instigated the pruners to leave the work spot, all pruners came to the road and then they placed their knives and saws on the road". In his deposition before me, M.V. 1 does not say that Nalloo instigated the other workers not to cut 100 bushes. In Exhibit M-9 the enquiry officer put leading questions and elicited answers. Question No. 2 is this—

Q : Did not you hear Nalloo ask the other workers to come to the road?

A : Yes.

Question No. 8—

Q : At the road, was there any quarrel between you and Nalloo?

A : Yes. Nalloo abused me in filthy language.

Question No. 1 is this—

Q : Did you or Hanuma Maistry ask the pruners to prune 100 bushes or to work till 5 p.m.?

A : Yes.

Admittedly, it was the maistry who told the workers to cut 100 bushes and not M. W. 1. In 1983 II L.L.J. 797 (Perice, Leslie & Company, Limited, V. Labour Court, Coimbatore and others) Sri Veeraswamy (J) has been pleased to observe that—

"A tribunal charged with quasi-judicial functions and a domestic tribunal is of such a nature as is expected to approach the question for decision by it in an objective manner. If facts of the enquiry show that an attempt was made in it to put leading questions in order to get answers in support of the charge it is obvious that such an enquiry cannot be said to be quite fair. In such circumstances, the labour court adjudicating the dispute would be justified in examining the evidence itself both at the enquiry and before it and on an assessment thereof, coming to the conclusion as to the propriety or otherwise of the action of the management against the workmen concerned.

I do not believe the testimony of M. W. 1 as it is contrary to the earliest statement in Exhibit M-1.

26. I have already extracted the statement of Hanuma Maistry before the enquiry officer. The said Hanuma Maistry is examined as M. W. 2. He too does not say that M. W. 1 ordered the worker to cut 100 bushes and the pruners refused. He admitted that there was no conversation or quarrel between M. W. 1 and Nalloo or any other and admitted further that Nalloo did not abuse in filthy language. Exhibit W-8 is his statement given before the enquiry officer. In Exhibit W-8 is his statement given before Hanuma Maistry has admitted that Nalloo did not abuse M. W. 1 and there

was no conversation of any kind between them. Therefore his testimony before me that Nalloo shouted to the workers not to cut 100 bushes but to leave the work and to come up and also said "வந்தது வரட்டும் கத்தியால் குத்துங்கடா" is nothing but falsehood. The statement of M. W. 2 is not supported by Exhibit M. 1.

27. M. W. 3 is Ninga. His version of the occurrence on 5th July 1966 is not supported by M. W. 1 or M. W. 2. M. W. 3 deposed that Nalloo told the other workers not to prune 100 bushes and asked them to go with knives and stab them if they say anything more. All the workers came up. His testimony is contrary to his statement in the enquiry. His evidence does not support the charges and his evidence being in the nature of accomplices requires corroboration. His evidence is not corroborated by the testimony of M. W. 1 or M. W. 2. I find therefore, that the charges levelled against the worker, that he disobeyed the orders of Mr. Zachariah and that he behaved in riotous and disorderly manner is not supported by the evidence. I find that the charges were not proved.

28. The last question is whether Sri Nalloo was guilty of instigating the workers to strike. In this respect, the enquiry officer himself finds that Nalloo must have instigated the workers without which the other workers could not have left the place of work on 5th July 1966. All the three witnesses say that Nalloo asked the workers not to do any work. But the other co-workers who are examined before the enquiry officer did not support the testimony of M. W. 1 to 3. Striking work and instigating the other workers to strike work without reasonable cause is a major misconduct entailing dismissal. This is contained in Exhibit M-9 standing Order. "Strike" means a cessation of work by a body of persons employed in any industry acting in combination, or a concerted refusal, or a refusal under a common understanding, or any number of persons who are or have been so employed to continue to work or to accept employment".

29. The essential ingredients of a strike accordingly are:

- "(i) there should be plurality of workers;
- (ii) there should be a cessation of work or refusal to do work; and
- (iii) there should be combination or concerted action on the part of workers."

30. What happened on 5th July 1966 was that when M. W. 2 asked the workers to prune 100 bushes, they refused to cut 100 bushes protesting that the workload fixed was only 75 at the lower level and 100 at the higher level. Admittedly 18 workers were working in the lower level at about 11 a. m. on 5th July 1966. Protesting against this instruction of M. W. 2, the workers ceased to work and came up with their knives and saws at the road where M. W. 2 was standing and they left their knives and saws on the road and refused to comply with the instructions. There is no doubt that the workers went on strike. The question is whether this strike by these 18 workers was bonafide just or illegal. The strike was not illegal because it was not in contravention of section 22 and 23 of the Industrial Disputes Act. The next question is whether the strike was bonafide or justified. It is in evidence that in 1965 the manager instructed the workers to prune 55 bushes per day per head and those bushes were of five years growth. In 1966, the

bushes which these workmen were pruning on 5th July 1966 were in the lower level and of seven years growth. In June, 1966 the assistant manager instructed the workers to prune 75 bushes per head in 4-A division and the worker complied with that instruction till 4th July 1966. On 4th July 1966 the assistant manager asked the workers to prune 100 bushes, contrary to the previous agreement. But, when the workers protested to carry out his workload on 4th July 1966, the assistant manager advised them to prune 75 bushes or do eight hours work. On 4th July 1966 the workers pruned about 70 to 75 bushes only. But the complaint of Mr. Zacheriah was that they did not cut 75 bushes on 4th July 1966, but only 66 bushes when counted on that date. Therefore he asked the maistry to see 100 bushes are cut and it was when M.W. 2 instructed the worker to cut 100 bushes, they protested and said that they will not cut anything more than 75 bushes as was done previously and in token of the protest they came to the road and put their knives and saws before the maistry, and he advised them to resume work and assured that he would talk to the assistant manager. Thus, there is very satisfactory evidence that the workers were pruning 75 bushes, from June, onwards in 4-A division in the lower level and the order of the management increasing the workload from 75 to 100 bushes was contrary to the agreed workload. It is this incident that gave rise to the strike. In my view the strike was bonafide and justified. The direction of the maistry to prune 100 bushes contrary to the prior workload was an unfair labour practice. According to decision of the Supreme Court the following proposition are laid down:—

1. A strike, which may be either in the traditional form or in the form of stay-in-strike, pen-down-strike or go-slow strike may be justified or unjustified; an illegal strike cannot be justified.

2. A strike, legal or illegal, does not automatically put an end to the relationship of the employer and employee, though it affects some of the rights and obligations flowing from that relation.

3. A strike which is neither illegal nor unjustified, cannot give rise to a cause of action to the employer to punish the employee. Such strike is a recognised and legal weapon in the hands of the workmen.

4. Where the strike is not illegal but is unjustified, an employee cannot be dismissed merely for joining such strike; however, if such unjustified strike is found to be not bonafide or to have been launched on "extraneous considerations" not connected with the betterment of condition of labour, the employer can dismiss the employee participating in it. The "extraneous considerations" may relate to strikes on political grounds or sympathetic strikes in which the employees have no direct economic interest.

5. When the strike is both illegal and unjustified and the employee concerned also indulged in acts of intimidation or threats of violence, the management is perfectly within its rights in dismissing him.

6. Where more than one workmen is guilty of the same misconduct in relation to a strike, the selection by the management of some of the workmen and the omission of others, for purpose of inflicting punishment will not amount to unfair labour practice. The management has a discretion in the matter of selecting delinquent employees; however this discretion should be exercised in a bonafide manner.

In this case, the strike, in my opinion, was bonafide and justified on account of unfair labour practice on the part of the management in imposing the higher workload upon the workmen so as to effect their health and safety. This strike was held by all the 18 workers employed in the 4-A division on 5th July 1966. The strike was therefore bonafide and justifiable. Naloo was one of the 18 strikers. But the management miserably failed to prove that Sri Naloo behaved in riotous and disorderly behaviour. Therefore, the finding of the management that Sri Naloo was guilty under Clause 2 of Standing Order No. 23 is not established.

31. It is seen from Exhibit M-11 order of dismissal that for each of the three charges which is said to have been established, the management imposed the punishment meted out to the worker in the last paragraph of Exhibit M-11 is itself sufficient evidence that the management was actuated by vindictiveness.

32. I find, therefore, that the dismissal of Naloo was not justified and he is entitled to be reinstated with backwages and continuity of service. Both parties will suffer their own costs. An award is passed accordingly.

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2. PATTABI RAMAN (N)
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SALIENT FEATURES

SALIENT FEATURES OF THE ANNUAL REPORT ON THE WORKING OF THE WORKMEN'S COMPENSATION ACT, 1928 FOR THE YEAR 1966.

The Commissioner of Labour continued to be the Commissioner for Workmen's Compensation and the Deputy Commissioners of Labour as Additional Commissioner for Workmen's Compensation under the Workmen's Compensation Act, 1923 during the year 1966.

2. During the year under review, the Commissioner for Workmen's Compensation awarded or/and disbursed compensation in 185 cases of workers involved in fatal accidents; 161 cases of workers who had sustained permanent disability and 31 cases of workers who had sustained temporary disability. The Corresponding figures for the previous year were 193, 48 and 3 respectively. Out of the total number of 377 accidents, 102 were in respect of workers earning Rs. 50 p. m. or less. 151 in respect of workers earning between Rs. 50-100 p. m. and 124 in respect of workers earning above Rs. 100 p. m. 579 cases were pending at the beginning of the year. During the year, 908 cases were filed and 15 cases were received from the Commissioner of other States. Of these 1502 cases, 1023 cases were disposed of during the year. 479 were pending at the end of the year.

3. The total amount of compensation deposited during the year was Rs. 17,18,679-93 as against Rs. 21,44,655-90 deposited during the previous year. The compensation amount allotted to women and persons under legal disability was invested on their behalf in the Post Office Savings Bank Account for payment to them in instalments. 394 Post Office Savings Bank Accounts were opened and 163 accounts were closed during the year.

4. The total amount of compensation paid during the year was Rs. 15,02,744-87 out of which an amount of Rs. 5,90,757-50 was for death, Rs. 4,36,857-20 was for permanent disability and Rs. 4,75,130-17 for temporary disability.

5. Factories and establishments are statutorily required to furnish annual returns to the Commissioner for Workmen's Compensation under the Workmen's Compensation Act, 1923 giving particulars of accident. Out of the 7464 factories and establishments from which returns were called for 7196 furnished the returns.

NOTIFICATIONS

NOTIFICATION

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FIXATION OF MINIMUM RATES OF WAGES FOR CERTAIN CLASSES OF EMPLOYEES EMPLOYED IN HOSIERY INDUSTRY UNDER MINIMUM WAGES ACT.

G. O. Ms. No. 2742, Industries, Labour and Housing, (Labour), 29th August, 1967.

II-I No. 3658 of 1967.

In exercise of the powers conferred by clause (a) of sub-section (i) of section 3 and sub-section (2) of section 5 of the Minimum wages Act 1948 (Central Act XI of 1948) the Governor of Madras having considered the advice of the Committee appointed under clause (a) of sub-section (1) of the said section 5 in regard to fixing minimum rates of wages for employment in the Hosiery Industry hereby fixes the minimum rates of wages specified in column (2) of the schedule below as payable to each class of employees specified in the corresponding entry in column (1) thereof employed in the said employment.

This notification shall come into force on the 30th August 1967.

SCHEDULE

EMPLOYMENT IN HOSIERY INDUSTRY

Class of employees. (1)	Minimum rates of wages. (2)
	Rs. per day
Class-I	1.55
Class-II	2.35
Class-III	3.10
Class-IV	3.90
Warping (piece rate)	2.35 per roll
Supervisor/Foreman/Mechani	155.00 per month
Clerks	115.00
Watchmen/Peons	62.00

CLASS--I

Labelling boys
Cutting Department helpers
Damage and Pruning
Tailoring Department helpers
Finishing Department helpers
Mending

CLASS--II

Machineman or machine attendant, Grade II
Finishing
Pressing
Ironing
Packing
Warping (piece rate)

CLASS--III

Mechineman or machine attendant, Grade I
(after one year of service)
Khalasis
Boilerman
Chain and Chainlock tailors

CLASS--IV

Overlock tailors
Flatlock tailors
Cutting

1. Adolescents and women employees wherever employed shall be paid the same rates of wages fixed above.

2. Where any category of employees are actually in receipt of higher rates of wages than the statutory minimum rates of wages fixed, they shall continue to get the benefit of the higher rates of wages.

3. Weekly holiday wages have to be necessarily paid.

Categories of employees under the classes mentioned above and employed in any hosiery manufactory.

STATISTICAL SUPPLEMENT

1. STATEMENT SHOWING THE DETAILS OF AGREEMENTS BROUGHT ABOUT BY THE CONCILIATION OFFICERS UNDER SECTION 12 (3) OF THE INDUSTRIAL DISPUTES ACT, 1947 FOR THE MONTH OF JULY, 1967

Sl. No.	Name of the Establishment	Date of Settlement	Points of Disputes	Terms of Settlement
1	2	3	4	5
1	Madras Sheet Glass Works (Private) Limited, Madras-19	1-7-67	Certain demands.	Both parties agreed to abide by the decision of Labour Officer-III, Madras on the question whether all or any of the 24 construction workers are surplus to the requirement of the management and to fix the wages of those persons whom he does not find surplus. Both the parties agreed to the terms as detailed in the settlement which was arrived at before the Commissioner of Labour, Madras.
2	M/s. Stanes Motors (South India) Limited, Coimbatore-1	4-7-67	Dismissal of three workers and certain other demands.	The Management agreed to reinstate the workers with continuity of service following the written apology of the three workers. The question of their backwages is left to the decision of Thiru A. Sivasailan and Thiru M. S. Ramaswamy, Directors. Regarding other demands, specific proposals for grades, scales and Dearness Allowance shall be furnished by the union and the demand will be taken up in due course. This settlement was reached before the Deputy Commissioner of Labour, Coimbatore.
3	Gobald Textiles (Private) Limited, Tiruppur-3	20-7-67	Non-employment of a worker.	It is agreed that the worker shall be treated as discharged and he shall be paid as adhoc sum of Rs. 850 in full settlement of all his claims including leave salary and his service gratuity etc. The management also agreed to the other terms as detailed in the settlement, which was arrived at before the Deputy Commissioner of Labour, Coimbatore.
4	Prospect Estate, Naduvattam P. O., Nilgiris	11-7-67	For applying the terms and conditions of service of the Estate Factory workers to the Estate Factory Canteen workers also.	Both parties agreed to refer the Industrial dispute to the informal arbitration of the Deputy Commissioner of Labour, Coimbatore and the decision of the arbitrator shall be binding on them.
5	Devarshola Estate, Devarshola Post, Nilgiris	12-7-67	Dispute over the gratuity amount due to a former worker.	Though the Medical Certificate produced by the worker through the trade union for explaining the absence from duty for the period from 6-3-1952 to 7-8-1953 is not acceptable, yet as a special case, the management is willing to pay the worker the gratuity in full for a period of 13 years only and an ex gratia payment of Rs. 200 in full and final settlement of all her claims.
6	do	do	Non-employment of a worker.	The worker agreed to apologise to the staff member concerned and will give assurance of future good behaviour. The Management agreed to re-employ the worker as a fresh worker in the field as a special case. The Management also agreed to pay gratuity for the 9 years of service he has put in and it will be paid before the date of re-employment.
7	Terraco Estate, Naduvattam P. O., Nilgiris	do	do	The Management agreed to reinstate the worker with continuity of Service but without backwages on condition that the worker gives an apology letter and assures good conduct in future and report for work on 13-7-67.
8	Silver Cloud Estate, Silver Cloud Nilgiris	12-7-67	Dispute over the wages payable to three supervisors in the estate as per memo of settlement under section 12 (3) dated 4-11-1958 and enrolment of certain workers on the permanent check roll.	The Management agreed to pay higher rates of wages to the following three Supervisors as shown under: 1 Koyance Rs. 3.20 per day 2 Subbiah Rs. 3.10 per day 3 Chinnachamy Rs. 4.50 per day The above increase will be given with retrospective effect from 1-6-67 and the amount already drawn by the said supervisors towards wages and Commission will be adjusted and the difference only will be paid in cash. The management agreed to consider the question of enrolling bonafide dependents of workers on the permanent check roll on 1-1-68.

(1)	(2)	(3)	(4)	(5)
9	Singara Estate, Coonoor	18-7-67	Dispute over the payment of job differential to the paners payment of I grade wages to certain workers enrolment of bonafide dependents and non-employment of 13 workers for periods ranging from 1 day to 10 days by way of suspension.	Both parties agreed to refer the issues for the informal arbitration of the Deputy Commissioner of Labour, Coimbatore and abide by his decision on the issues mentioned in the settlement.
10	General Purpose Engineering Workshop, Korampallam, Pudukottai P. O.	3-7-67	18 workers of the General Purpose Engineering Workshop, Korampallam resorted to stoppage of work on the evening of 12-6-67 by asking for one hour permission to the Superintendent, permission was not granted. Workers did not report for work from 13-6-67.	It is agreed that the work shall be resumed with effect from 4-7-67. The 18 workers concerned shall report for work on or before 10-7-67. The period of stoppage of work shall be treated as leave on loss of pay as a special consideration. The management agreed to drop all disciplinary action taken against the workers in this connection.
11	Doulat Beedi Factory, Tirupattur	15-7-67	Dispute arose over the non-provision of work to certain workmen by the management.	The management agreed to provide work by issuing beedi tobacco and beedi leaves on sale note system to the concerned 7 workers.
12	M/s. Premier Fertilisers Limited, Cuddalore-3	21-7-67	A Charter of demands.	The management agreed to the terms as detailed in the settlement.
13	Illuppatope Co-operative Milk Supply Society Limited, Tindivanam	29-7-67	Non-employment of a worker.	The management agreed to pay a sum of Rs. 400 on or before 10-3-67 to the worker in full and final settlement of all his claims.
14	Aures and Associates Private Limited, Madras-14	3-7-67	do	The management agreed to pay a sum of Rs. 1100 on or before 15-7-67 to the worker in full and final settlement of all his claims.
15	British Paints Indian Limited, Madras-6	5-7-67	Demand for increase in wages, Dearness Allowance, gratuity scheme.	The management agreed to the terms as detailed in the settlement.
16	S. P. Shanmugam & Sons, Madras-6	do	Dispute over fixation of wage scales, Dearness Allowance, bonus for 1967-68 leave facilities, lunch allowance, anifforms etc	do
17	Gomco Private Limited, Madras-38	6-7-67	Non-employment of a worker.	The management agreed to pay Rs. 360 within 15 days from the date of settlement in full and final settlement of all his claims for bonus, leave wages, earned wages if any.
18	M/s. Hirelm Industries Private Limited, Madras-32	do	Dispute over demands for revision of basic wages, scale, Dearness Allowance, Promotion, uniform, revision of gratuity, scheme, bonus etc.	The management agreed to the terms of as detailed in the settlement.
19	Industrial Rubber Products, Madras-38	13-7-67	Dispute over a charter of demands.	The management agreed to the terms as detailed in the settlement.

(1)	(2)	(3)	(4)	(5)
20	Laxmi Industrial Corporation, Madras-32	14-7-67	Dispute over suspension of 4 workers.	It is agreed that the workman will give in writing to the management regretting for the cause that led to the charge sheet and subsequent suspension. The Management will reduce the suspension on to 3½ days in respect of the following workmen: (1) Govindan, (2) Govindaswamy, (3) Sellan and (4) Nagappan. The wages for the rest of the period i.e. 3½ days will be paid to the workmen within seven days from the date of settlement.
21	Sri T. Somasundaram, Taxi Owner, Madras-2	15-7-67	Non-employment of a worker.	The employer agreed to pay a sum of Rs. 100 to the worker before the end of July in full and final settlement of all his claims.
22	G. M. Parthasarathy Naidu and Sons,	19-7-67	do	The management agreed to reinstate the worker within one month from the date of settlement on the previous terms and conditions.
23	Office Equipments and General Supplies Company, Madras-2	20-7-67	do	The Management agreed to pay a sum of Rs. 50 to the worker in full and final settlement of all his claims. From that amount a sum of Rs. 17 due from the worker as salary advance will be deducted and the balance of Rs. 33 will be paid to him on or before 25-7-67.
24	Madras Auto Diesel House, Madras-3	21-7-67	Non-employment of 4 workers.	The management agreed to pay the amounts noted against the names of the workers reported in the settlement in full and final settlement of all their claims. 50% of the amount will be paid to the workers within two months from the date of settlement.
25	Mohammed Sait and Sons, Madras-2	24-7-67	Dispute over the issues of increase in wages and bonus for the year 1965-66.	The Management agreed to pay 24 days wages as bonus for the year 1965-66 to each of the employees and for those who have put in less than one year of service, bonus will be paid proportionately. This amount will be paid on or before 7th September 67. The union dropped the issue of wage increase at present.
26	Layala Corporation, Madras-32	25-7-67	Non-employment of two workers.	The Management agreed to reinstate one worker with continuity of service but without back wages as the worker has tendered an apology letter. The Management will deal with the employment of the other worker separately.

27	Anand Theatre, Madras-6	26-7-67	Dispute over the demand of the workmen for fixation of pay with annual increment Dearness Allowance, Maternity allowance, introduction of gratuity scheme, medical benefits etc.	The Management agreed to the terms as detailed in the settlement.
28	Anand Stall, Anand Theatre Building, Madras-6	do	Dispute over the demand of the workmen for the fixation of wages and non-employment of a worker.	The management agreed to fix the pay as detailed in the settlement and paid a sum of Rs. 750 to the worker who was dismissed from service.
29	Kabear Press, Madras-5	do	Non-employment of 3 workers.	Both parties agreed to refer the issue for the informal arbitration of Sri S. R. Muthuswamy Pillai, Assistant Commissioner of Labour, Madras-5 and to abide by his decision as final.
30	Venus Studio, Madras-18	do	Non-employment of a worker.	The management agreed to pay a sum of Rs. 100 in full and final settlement of all the claims. The amount will be paid within seven days from the date of the settlement.
31	Hind Mercantile Corporation Private Limited, Madras-29	28-7-67	Dispute over the closure of the factory.	The management agreed to the terms as detailed in the settlement.
32	A. R. Metal Factory, Madras-2	29-9-67	Dispute over the demands of the workmen for increase in wages, payment of overtime, wages, annual leave with wages, festival holidays, bonus for 1964-65 and 1965-66 and introduction of gratuity scheme.	do

(1)	(2)	(3)	(4)	(5)
33	M/s. A. R. Neir and Company, Sri Kanda Vilas Snuff Manufacturers, Madras-12	5-7-67	Dispute over the diffi- culties in carrying on the work of the company.	The management agreed to the terms as detailed in the settlement.
34	Spade Clover Beedi Factory, Madras-1	6-7-67	Non-employment of a worker.	The management agreed to take back the worker with continuity of service with liberty to pursue the pending charges if any against him. He will be paid full wages at the usual rate for the period of non-employment till the date of reinstatement.
35	Progressive Printers, Madras-1	do	Dispute over the claim of the workers for permanency.	The management agreed to make permanent all the 8 workers and to fix their Dearness Allowance at the rate of Rs. 75 p.m. till 31-12-65.
36	Thompson and Company Private Limited, Madras	11-6-67	Non-employment of a worker.	The Management agreed to pay on or before 15-7-67 a sum of Rs. 262.50 being on exgratia payment plus leave wages of Rs. 3825 in full and final settlement of all his claims other than bonus for the year 1966-67. From the sums mentioned above sum of Rs. 40 being the advance taken by the worker would be deducted.
37	Spade Clover Beedi Factory, Madras-1	12-7-67	do	The management agreed to pay the worker a sum of Rs. 531.25 in full and final settlement of all his claims.
38	Dr. Ramarao Poly Clinic, Madras-10	15-7-67	do	The management agreed to pay Rs. 547.30 in full and final settlement of all the claims inclusive of gratuity etc. The amount will be paid on 27-7-67.
39	M/s. P. M. P. Sundarapandian and Sons Rice and Dhall Merchants, Madras-21	18-7-67	do	The management agreed to pay Rs. 160 to the worker in full and final settlement of all his claims.
40	Kensington Industries Corporation, Madras-21	19-7-67	do	The management agreed to reinstate the worker with effect from 20-7-67 with continuity of service and on a monthly salary of Rs. 80 p.m. The management also agreed to pay an exgratia payment of Rs. 50. The worker agreed to with draw C. P. 587/67 on the file of the Additional Labour Court, Madras in view of the above settlement.

41	Ethiraj Industries Agencies, Madras-3	22-7-67	Dispute over payment of wages for the lay- off period for the monthly paid workers.	The management agreed to pay Rs. 2,000 to the General Secretary, State Labour Union, Madras-3 in full and final settlement of all the claims including retrenchment compensation of 4 workers concerned. Out of the said sum Rs. 1,000 will be paid on the date of settlement and the balance of Rs. 1,000 will be paid on 1-8-67. The management provided work for 3 other workers.
42	Hind Mercantile Corporation (Private) Limited, Madras-1	25-7-67	Closure of the Factory.	The management agreed to the terms as detailed in the settlement.
43	M/s. Vijayakumar Metal Works, Madras-1	4-7-67	The employment of a worker.	The management agreed to pay a sum of Rs. 426 within a week from the date of settlement in full and final settle- ment of all his claims.
44	Muthuramair Powerloom Factory, Madurai	3-7-67	Non-employment of a worker.	The Management agreed to reinstate the worker with continuity of service but without back wages with effect from 5-7-67.
45	Mallika Dyeing Factory, Madurai	6-7-67	Non-employment of 3 workers.	The Management agreed to reinstate the worker with continuity of service but without back wages with effect from 7-7-67.
46	Sree Meenakshi Mills, Madurai	10-7-67	Dispute over the per- manency of workers in the reeling depart- ment and wages to the wrapping boys.	The management agreed to the terms as detailed in the settlement.
47	Sree Visalakshi Mills (Private) Limited, Vilangudi	15-7-67	The service of strike notice by the Dravida Panchalai Thozila- lar Munnetra San- gam over certain demands.	The management agreed to the terms as detailed in the settlement.
48	K. P. Subbiah Handloom Factory, Madurai	21-7-67	Non-employment of a worker.	The Management agreed to reinstate the worker with conti- nuity of service but without back wages with effect from 24-7-67.

(1)	(2)	(3)	(4)	(5)
49	Sri Rajeswari Mills, Madurai	24-7-67	Dispute over the payment of bonus for the year ending June 1966.	The Management agreed to pay 5½% of the total wage earnings for the year ending 30-6-66 as bonus payable for the period from 1-7-65 to 30-6-66 in full and final settlement. The above bonus will be paid to all the workers as per the conditions laid down in Payment of Bonus Act and it will be disbursed on or before 29-7-67.
50	Somasundaram Mills (Private) Limited, Somasundarapuram, Rannad District	27-7-67	Dispute over the fixation of workload and wages for the workmen of the mills.	The Management agreed to the terms as detailed in the settlement.
51	Madura Mills Company Limited, Madurai	29-7-67	Dispute arose over certain demands of the workers.	do
52	Sree Meenakshi Mills, Madurai	31-7-67	Dispute regarding the grant of increment to a worker.	The Management agreed to release his increment with effect from 1-8-67 in view of the undertaking given by the union to advise the worker to improve his efficiency.
53	Iyerpadi Estate, Iyerpadi Post	12-7-67	Dispute arose over the transfer of a worker from factory to field and the reduction of emoluments to the worker.	The management agreed that the worker will be paid an additional increase of 6 paise per working day with effect from 1st January, 66. Regarding the issue of transfer of the worker, it is agreed that the matter will be left to the informal arbitration of the Deputy Commissioner of labour, Coimbatore, whose decision shall be binding and final.
54	Ganapathy Engineering Manufacturers, Ganapathy	18-7-67	Dispute arose over the payment of night shift allowance to certain workers and annual increments to certain workers.	The management agreed that the issues relating to the payment of night shift allowance to the workers and annual increments to two workers will be left the informal arbitration by the commissioner of Labour, Madras or his nominee and the decision of the arbitrator is final and binding.
55	Prema Engineering Works, Coimbatore	22-7-67	Dispute over a charter of demands.	The management agreed to the terms as detailed in the settlement.

56	Madis Group Engineering Department, Mudis Post	26-7-67	Non-employment of a worker.	The management agreed to pay the worker on exgratia payment of Rs. 200/- forthwith for the sake of settlement.
57	Elgi Equipments Private Limited, Coimbatore	27-6-67	do	The Management agreed that a sum of Rs. 1000 will be paid to the worker in full and final settlement of all his claims.
58	Sri Sakthi Textiles (Private) Limited, Pollachi	3-7-67	do	The management agreed to pay Rs. 700 to the worker in full and final settlement of all his claims including his claim for reinstatement, but excluding bonus, leave, with wages and wages for the actual days of the working.
59	Lakshmi Mills Company Limited, Palladam	13-7-67	Dispute over the revision of the workload and wages in the cotton and staple Fibre section of the Reeling Department.	The management agreed to the terms as detailed in the settlement.
60	Sri Saratha Mills Limited, Podanur	17-7-67	Dispute over certain demands.	do
61	The Coimbatore Pioneer Mills Limited, Perianaickenpalayam	21-7-67	Dispute arose over the confirmation of the temporary workers where vacancies could be possibly filled in and for designating and promoting certain workers whenever vacancies arise.	The management agreed that the promotions will be made on the basis of services and efficiency and temporary workers will be made permanent.
62	Lotus Mills Limited, Podanur	22-7-67	Dispute over certain demands.	The Management agreed to the terms as detailed in the terms as detailed in the settlement.
63	Katav Knitting Mills, Tirupur	27-7-67	do	do
64	Khader Knitting Company, Tirupur	26-7-67	Non-employment of a worker.	The management agreed to pay the worker Rs. 341 as an exgratia payment in full and final settlement of all his claims.

(1)	(2)	(3)	(4)	(5)
65	Southern Railway Employees Co-operative Credit Society Limited, Tiruchirapalli	5-7-67	Dispute over bonus for the year 1965-66.	The Management agreed to pay bonus at the rate of 7½% of the total earnings of workers as bonus for the year 1965-66 in full final settlement of all their claims towards bonus for that year. The payment of bonus of 4% already paid will be adjusted towards the final quantum of bonus agreed to above.
66	New Maratta Lunch Home, Tiruchirapalli	5-7-67	Dispute over the closure of the hotel.	The Management agreed to the terms as detailed in the settlement.
67	Seshasayee Paper and Boards Limited, Pugalur	6-7-67	Dispute over demands for revision of grades for the several categories of workmen in the unit.	The management agreed to revise and refix the grades of the workmen from 1-4-66 as indicated in the settlement.
68	Krishnamma Flour Mills, Nagapattinam	7-7-67	Dispute over non-employment of a worker.	The management agreed to pay a sum of Rs. 250 only and the workman also agreed to receive the said amount in full and final settlement of all his claims.
69	Taj Rice Mill, Audipendal	do	do	do
70	Karur Transports Private Limited, Karur	10-7-67	Dispute over bonus for 1965-66.	The management agreed to pay 3½ months basic wages as bonus for 1965-66 to all the workers employed during the year. The management also agreed to the other terms as detailed in the settlement.
71	Vasantha Press, Mayuram	13-7-67	Dispute over a charter of demands.	It is agreed that the management will pay an increase in wages at the rate of 25% from the wages drawn by the workman on 31-12-66. The increase will take effect from 1-4-67. In respect of the workmen who have been appointed after 31-12-66 the increase in wage will be reckoned from the wages that they have been drawing on 1-4-67.
72	The Indian Hume Pipe Company Limited, Thiruvanaikoil	15-7-67	Dispute over the suspension of four workmen pending enquiry into some misconduct listed as per their charge memo dated 10-7-67 consequent on this the workers resorted to stay-in-strike on and from 13-7-67.	The management agreed to withdraw the charge sheet and suspension order due to the unions regretting the incident resulting in stay in strike. The workmen agreed to cease strike and resume duty from 17-7-67 unconditionally. It is also agreed that the workmen will not be entitled to wages for the days on which they struck work.
73	Saratha Swadeshi Stores, Kumbakonam	21-7-67	Non-employment of a worker.	It is agreed that the worker will be reinstated with continuity of service and to Rs. 50 to be paid as back wages inclusive of earned wages.
74	Hahnenman Homes Institute, Tiruvarur	do	do	The management agreed to reinstate the worker with continuity of service and without back wages.
75	A. R. Sons, Mayuram	do	do	The management agreed to pay Rs. 70 to the worker on or before 30-7-67 in full and final settlement of all his claims and also to write off the amount of Rs. 60 due from the workman.
76	Diamond Talkies, Kumbakonam	do	do	The management agreed to pay a sum of Rs. 150 to the worker on or before 25-7-67 in full and final settlement of all his claims.
77	Karur Mills Limited, Karur	22-7-67	Dispute over the question of fixation of efficiency in Conc winding output and promotion to the category of Spinner from among the dextroffing boys and doubling piecers.	The management agreed to the terms as detailed in the settlement.

(1)	(2)	(3)	(4)	(5)
78	S. M. Tannery, Sembattu, Trichy	24-7-67	Dispute over the ques- tion of the recon- mendation of the Central Wage Board for leather and leather goods indus- tries.	do
79	Southern Leather Industries, Sembattu, Trichy	do	do	do
80	Thiru K. Ramasamy, Proprietor, Copper and Brassware Vessels Shop, Kottar, Nagercoil	7-7-67	Non-employment of a worker.	The proprietor agreed to pay Rs. 130 to the worker in full and final settlement of all his claims. The worker also agreed to pay back the loan of Rs. 50 due to the prop- rietor.
81	Nagammal Mills Limited, Nagercoil	27-7-67	Dispute over the sus- pension of a worker of the Rolling Department from 3-5-67 to 10-5-67 i.e. 7 days including Sunday the 7th.	The management agreed to reduce the suspension period from 7 days to 4 days and to treat the remaining three days as authorised leave and shall pay leave wages and it would be deducted from the earned leave.
82	Shaw Wallace and Company Limited, Karamadai	1-7-67	Dispute over the char- ter of demand.	The management agreed to the terms as detailed in the settlement.
83	Ariya Bhavan Sweets, Coimbatore	11-7-67	do	The management agreed to pay Rs. 5 as washing allowance per month to each worker with effect from July 67 and Rs. 3 p.m. to each worker as increase in wages by way of interim relief with effect from August 1967.
84	James Finley and Company, Coimbatore	12-7-67	Non-employment of a worker.	The management agreed to pay Rs. 60 and arrears of wages if any due upto 14-4-67 in full and final settlement of all his claims.
85	Perice Leslie and Company Limited, Coimbatore	17-7-67	Dispute over bonus for the season 1965-66.	The management agreed to pay the employees 10% of the total wages for the year in question or Rs. 40 subject to sections 10 and 13 of the payment of Bonus Act 1965 as bonus for the accounting year ended 30th November, 66 on or before 22-7-67.
86	M/s. B. Ramaboyan and Brothers, Coimbatore	22-7-67	Non-employment of a worker.	It is agreed that the worker will report for duty on 24-7-67 positively. The union will have right to file a case under payment of wages Act for wages of the worker during the period of non-employment.
87	Anamalais Government Cinchona Plantation Employees Co-operative Stores Limited, Cinchona Post, (via) Valparai	25-7-67	do	The management agreed to reinstate the worker with effect from 1-8-67 and will consider the suggestion of the Labour Officer-II, Coimbatore to give the deficit of Rs. 57-68 and inform him after getting the approval of the Board of Directors of the Stores.
88	Seeni Rowther Rice Mill, Dindugal	12-7-67	do	The management agreed to pay a sum of Rs. 75 on or before 20-7-67 to the worker as compensation in full and final settlement of all his claims.
89	Natesar Press, Dindugal	13-7-67	Dispute over the issue relating to wage increase to the worker.	The management agreed to grant a wage increase of Rs. 3 in addition to the wage of Re. 1 granted by the manage- ment on 1-1-67 to all the workers in the Job section with effect from 1-1-67. The arrears will be paid on or before 15-7-67.
90	Nataraja Cloth Stores, Palani	do	Non-employment of a worker.	The management agreed to pay a sum of Rs. 90 to the worker as compensation on or before 1-8-67 in full and final settlement of all his claims.
91	Sree Murugan Canteen, Palani	do	do	The management agree to reinstate the worker with conti- nuity of service with effect from 14-7-67 and a sum of Rs. 20 will be paid as back wages. In view of the settle- ment the worker agreed to withdraw the appeal petition filed before the Appellate Authority, Madurai under section 19 (2) of the Madras Catering Establishments Act.

(1)	(2)	(3)	(4)	(5)
92	Madurai Iron Works, Madurai	19-7-67	Dispute over the issue relating to bonus for the year 1966-67 for the Tamil New Year PARAPAVA ending 13-4-67 and supply of uniform to the workers.	The management agreed to pay to their workers an amount equivalent to 20% of the total wages earned by the workers during the period (starting from 14-4-66 to 13-4-67) as bonus for the year PARA BAVA (1966-67). The Bonus amount will be paid on or before 21-7-67. The management agreed to provide on the day of Deepavali every year two pairs of dresses to all the workers who have completed three years of service.
93	M/s. Dhanalakshmi Iron Works, Madurai	19-7-67	Dispute over the issue relating to bonus for the year 1966-67 (for the Tamil New Year PARAPAVA ending 13-4-67) and supply of uniform to the workers.	do
94	M/s. Commercial Transports (Private) Limited, Sivagangai	20-7-67	Non-employment of 4 workers.	The management agreed to pay the following amount noted against each worker as compensation in full and final settlement of all their claims. The management also agreed to pay bonus for 65-66 and 66-67 for these workers on a prorata basis and the above said amount will be paid on or before 1-8-67. 1. Thiru V. Thangavelu Rs. 165 2. Thiru P. K. Pandian Rs. 48 3. Thiru A. Arulanandam Rs. 175 4. Thiru M. Antony Rs. 90 478
95	Tool Room Shop, Virudhunagar	21-7-67	Non-employment of a worker.	The management agreed to pay a sum of Rs. 65 to the worker as compensation in full and final settlement of all his claims and the amount will be paid on or before 1-8-67.
96	Ramaraju Surgical Cotton Mills Limited, Rajapalayam	26-7-67	Dispute over the issue relating to wage increase to the workers.	The management agreed to the terms as detailed in the settlement.
97	do	do	Dispute over the issue relating to bonus for 1965-66 to the workers.	The management agreed to the terms as detailed in the settlement.
98	Sivagangai Municipality, Sivagangai	26-7-67	Non-employment of a worker.	The management agreed to reinstate the worker with continuity of service with effect from 1-8-67. The issue relating to back wages will be decided later on.
99	M/s. A. V. Doraisamy Nadar, Maligai, Kuegudi Village, Ramanad Taluk	28-7-67	do	The management agreed to pay a sum of Rs. 350 to the worker as compensation in full and final settlement of all his claims. The worker agreed to repay a sum of Rs. 170 being the amount ever drawn of his from the management. The balance of Rs. 180 will be paid by the management to the worker on or before 10-8-67.
100	Gorden Woodroffe Manufacturing Company, Pallavaram	4-7-67	Non-employment of a worker.	The management agreed to pay Rs. 320 to the worker on 5-7-67 in full and final settlement of all the claims. Bonus due to the worker under the payment of Bonus Act will be paid to the worker when declared by the management.
101	M/s. Hircim Industries, Madras-41	6-7-67	Dispute over demands for revision of basic wage scale, Dearness Allowance, Promotion, uniform revision of gratuity scheme Bonus etc.	The management agreed to the terms as detailed in the settlement.
102	M/s. Ultramarine and Pigments Limited, Madras-53	3-7-67	Dispute over demands relating to Bonus for the year 1966, free supply of soap, boots, canteen facilities, tiffin shed and wage disbursement.	The management agreed to pay each of their workmen 10 1/2% of their respective total annual earnings as bonus for the accounting year 1966.

(1)	(2)	(3)	(4)	(5)
103	M/s. A. M. Ahmed and Company, Madras-1	13-7-67	Dispute over a charter of demands.	The management agreed to the terms as detailed in the settlement.
104	M/s. Curome Leather Company Private Limited, Chrompet	16-7-67	Dispute over certain demands.	The management agreed to pay Rs. 350 to the worker in full and final settlement of all his claims.
105	M/s. Devej Pistons Private Limited, Madras-17	1-7-67	Dispute over a charter of demands.	The management agreed to the various terms as detailed in the settlement.
106	M/s. S. R. P. Tools Limited, Madras-41	14-7-67	do	do
107	General Industrial Leathers Private Limited, Madras-44	19-7-67	do	do
108	Indian Carbondioxide Industries, Madras-42	25-7-67	Non-employment of a worker.	do
109	Vadapalani Press, Madras-26	29-7-67	Dispute over demands relating to bonus, classification of workers etc.	do

2. PARTICULARS OF VOLUNTARY AND COLLECTIVE AGREEMENTS
MADE BETWEEN EMPLOYEES AND EMPLOYERS DURING THE
MONTH OF JULY 1967

Sl.No.	Name of the Concern	Date of agreements	No. of workers involved	Issues
1.	Raveendra Mills Limited, Singanallur and the Coimbatore District Textile Workers Union, Singanallur	28-6-67	—	Fixation of work load in the Bundling Drawing Carding and Reeling Departments.
2.	The Coimbatore Kamala Mills Ltd., Singanallur and the Coimbatore District Textile workers Union, Singanllur	4-7-67	—	Fixation of efficiency in the Cembing Department.
3.	Lakshminarayana Textiles (P) Ltd., Palladam and the Coimbatore District, Textile Workers Union, Singanallur	27-6-67	—	Demands of the worker.
4.	Raveendra Mills, Ltd., Singanallur and the National Textile workers Union, Coimbatore	7-7-67	—	Fixation of workload in the Carding Bundling, Drawing and Reeling Depart- ments.
5.	Somasundaram Mills Ltd. Coimbatore and the represen- tatives of the unions.	15-7-67	—	Reopening of the mills from 21-7-67.
6.	Somasundaram Mills Ltd. Coimbatore and the Coimbatore District Mill Workers Union, Coimbatore	15-7-67	—	Reopening of the mills from 21-7-67.
7.	The Indo-Swiss Scienetific Manufacturing Company			Incresse of Wages.
8.	Caltex (India) Limited, Madras			Charter of demands.
9.	B. & C. Mills, Madras-12	27-6-67	1	Change of occupation.
10.	Santha Press, Madras-1	30-6-67	13	D.A. wage increase etc.

(1)	(2)	(3)	(4)	(5)
11.	Century Flour Mills, Madras-12	13-7-67	13	Wage increase etc.
12.	B. & C. Mills, Madras-12	14-7-67	1	Change of occupation.
13.	B. & C. Mills, Madras-12	11-7-67	1	Change of occupation.
14.	B. & C. Mills, Madras-12	11-7-67	8	Change of occupation.
15.	Sree Sivakami Mills Ltd., Thenur and National Textile Workers Union, Thenur Branch	13-6-67	2	Increase in wages to Palaniappa and Duraipandi.
16.	Sree Sivakami Mills Ltd., Thenur and National Textile Workers Union, Madurai	22-6-67	8	Increase in wages to Canteen workers.
17.	Sree Sivakami Mills Ltd., Thenur Vs. National Textile Workers Union, Madurai	18-7-67	9	Fixation of work load in Preparatory Depart- ment Bebin carriers.
18.	Kaleeswarai Mills, Kalayarcoil Kaleeswarai Mills National Textile Workers Union, Kalayarcoil, Ramnad District	31-7-67	120	Fixation of National Festival Holidays to workers.
19.	M. B. F. Co. Madras and Madras Motor Transport and General Workers Union, Madurai	27-6-67	4	The Management agreed to pay compensation amount to the workers.
20.	Deccan Sugar and Abkka Co. Ltd. Pugalur Vs. D. S. A. Co. Staff Union, Pugalur	12-7-67	—	Retailing Allowance to staff in off-session period.
21.	Certain Tanneries in Tiruchy Tannery Workers Union, Tiruchy	19-7-67	—	Payment of interim Relief as per Wage Board Recommendations to two category of workers.

3. STATEMENT SHOWING THE LIST OF INDUSTRIAL DISPUTES
REFERRED FOR ADJUDICATION TO THE INDUSTRIAL
TRIBUNAL, MADRAS AND THE LABOUR COURTS PUBLISHED
IN PART II, SECTION I OF THE PORT ST. GEORGE GAZETTE
DURING THE MONTH OF JULY, 1967

Sl. No.	Name of the concern in which the dispute has arisen	Issues	G. O. No. and date of reference
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INDUSTRIAL TRIBUNAL, MADRAS

Chingleput District

1	T. I. Cycles of India, Ambathur.	1	Fixation of quantum of bonus for 1964-65 for the monthly-rated workmen.	G. O. R. Ms. 1992, Industries, Labour and Housing, (Lab) dated 16-6-67.
		2	Whether the demand of the monthly rated staff for grant of increased number of holidays (earned leave) sick leave and casual leave is justified; if so to fix the number of such holidays.	
		3	Whether the demand of the watch and ward staff for parade allowance and fire lighting allowance is Justi- fied if so to fix the rate.	
		4	Whether the demand of the monthly rated staff for en- hanced rate of night shift allowance is Justified; if so to fix the rate.	

Madurai District

2	Ambavalli Bhavan, Madurai.	Whether the demand for the payment additional bonus for the year 1965-66 is justi- fied, if so to fix the quantum.	G. O. R. No. 1051, Industries, Labour and Housing dated 8-6-67.
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Tiruchirapalli District

3	Cauvery Spinning and Weaving Mills Limited, Cauverynagar.	Whether the present system of liking the payment of Dear- ness Allowance to production of doffs by reeler is Justified and to what relief the work- men would be entitled.	G. O. R. No. 1071, Industries, Labour and Housing, (Lab) dated 13-6-67.
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LABOUR COURT, MADRAS

Madras District

4	Marshall Sons & Company India Limited, Madras.	Whether the non-employment of Thiru S. R. Shanmugham is justified, and if not to what relief he is entitled.	G. O. R. No. 1067, I. L. & H. dated 13-6-67.
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(1)	(2)	(3)	(4)
	To compute the relief if any awarded in terms of money if it can be so computed.		
5 Maya Industries, Madras.	Whether the non-employment of Thiru S. Vinayakam and 3 other workers is justified and if not to what relief they are entitled.	G. O. R. No. 1068, Industries, Labour and Housing dated 13-6-67.	
	To compute the relief if any awarded in terms of money if it can be so computed.		
6 A. V. M. Studios, Madras.	Whether the non-employment of Thiru G. Sivalingam is justified; and if not to what relief he is entitled.	G. O. R. No. 1069, Industries, Labour and Housing, dated 13-6-67.	
	To compute the relief if any awarded in terms of money if it can be so computed.		
7 Simpson & Company Limited, Madras.	Whether the non employment of Thiru R. Nagaraja Rao and Thiru M. Ramaswamy is justified; and if not to what relief they are entitled.	G. O. R. No. 1078, Industries, Labour and Housing, dated 14-6-67.	
	To compute the relief if any awarded in terms of money if it can be so computed.		

LABOUR COURT, MADURAI

Madurai District

8 P. S. S. Transports, Madurai.	(1) Whether the non-employment of Thiru N. Narasimhan is justified and to what relief he is entitled.	G. O. R. No. 1038, Industries, Labour and Housing, dated 6-6-67.	
	(2) To compute the relief if any awarded in terms of money if it can be so computed.		

Tirunelveli District

9 T. V. Sundaram Iyengar and Sons (Private) Limited, Tirunelveli.	Whether the non-employment of Thiru S. Krishnan, is justified, and if not to what relief he is entitled.	G. O. R. No. 1231, I. L. & H. dated 6-7-67.	
	To compute the relief if any awarded in terms of money if it can be so computed.		

(1)	(2)	(3)	(4)
LABOUR COURT, COIMBATORE			
Coimbatore District			
10 Jaga Buttons Limited, Coimbatore.	Whether the non-employment of Thiru S. Ranganathan is justified, and if not to what relief he would be entitled.	G. O. R. No. 1059, I. L. & H. dated 12-6-67.	
	To compute the relief if any awarded in terms of money if it can be so computed.		
11 Uralikkal Estate, Valparai.	Whether the non employment of Thiru Kuruvaiya is justified and if not to what relief he would be entitled.	G. O. R. No. 1200, Industries, Labour, and Housing dated 4-7-67.	
	To compute the relief if any awarded in terms of money if it can be so computed.		
12 Mettur Fertilizer Company (Private) Coimbatore.	Whether the demand of the workers for maintenance of muster roll, time card and wage register is justified.	G. O. R. No. 1202, Industries, Labour and Housing, dated 4-7-67.	
13 Pachamalai Estate, Valparai.	Whether the non-employment of Thirumathi Subbammal and seven others is justified, and if not to what relief each would be entitled.	G. O. R. No. 1203, Industries, Labour and Housing, dated 4-7-67.	
	To compute the relief if any awarded in terms of money if it can be so computed.		
Salem District			
14 Royal Tyre Retreading Company, Salem.	Whether the non-employment of Thiru K. Sahajanandam and 4 others is justified, and if not, to what relief each would be entitled.	G. O. R. No. 1101, I. L. & H. dated 22-6-67.	
	To compute the relief if any awarded in terms of money if it can be so computed.		
15 Sivagamasundari Nilakkadalai Shop. Sandaipet, Main Road, Shevapet, Salem.	Whether the non-employment of Thiru R. Varadappa Chettiar S/o Rangasami Chettiar is justified. To what relief they workman entitled.	G. O. R. No. 1102, I. L. & H. dated 22-6-67.	
	To compute the relief if any awarded in terms of money if it can be so computed.		
16 Rasipuram Municipality, Rasipuram.	Whether the non-employment of Thiru V. Arumugham, Cartman is justified, if not to what relief he would be entitled.	G. O. R. No. 2009, Industries, Labour & Housing, (Labour) dated 19-6-67.	
	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 SUPPLEMENT TO PART II SECTION I OF THE FORT ST. GEORGE GAZETTE DURING THE MONTH OF JULY, 1967

Sl.No.	Name of the concern	Page No. and date of the Gazette	G. O. No. and date
1	2	3	

INDUSTRIAL TRIBUNAL, MADRAS

Madurai District

1	* Sree Meenakshi Mills Ltd., Madurai.	7 26-7-67	G. O. R. No. 1299, I. L. & H. dated 13-7-67
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LABOUR COURT, MADRAS

Madras District

2	Asiatic Oxygen Ltd., Madras.	1 26-7-67	G. O. R. No. 1291, I. L. & H. dated 13-7-67
3	Sri Ganesh Bhavan, Madras.	2 26-7-67	G. O. R. No. 1292, I. L. & H. dated 13-7-67

ADDITIONAL LABOUR COURT, MADRAS

Madras District

4	Bramhappa Thavanapamavar (Mysore) Private Ltd., Madras.	2-3 5-7-67	G. O. R. No. 1123, I. L. & H. dated 24-6-67
5	* Government Telegraph Employees' Co-operative Society, Madras.	5 5-7-67	G. O. R. No. 1988, I. L. & H. dated 16-6-67
6	Alfred Baig & Co., (India) (Private) Ltd., Madras.	4-5 26-7-67	G. O. R. No. 1255, I. L. & H. dated 10-7-67
7	Facit Asia Limited, Madras.	5-7 26-7-67	G. O. R. No. 1274, I. L. & H. dated 11-7-67

North Arcot District

8	Sree Lakshmi Saraswathi Bus Service, Vellore.	3-4 5-7-67	G. O. R. No. 1147, I. L. & H. dated 27-6-67
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* Appeal under Section 33A. of Industrial Disputes Act.

(1)	(2)	(3)	(4)
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LABOUR COURT, MADURAI

Madurai District

9	Ratna & Co., Dindigul.	1-2 5-7-67	G. O. R. No. 1124, I. L. & H. dated 24-6-67
10	Sri Suthanthiram Transport Private Ltd., Madurai.	2-3 26-7-67	G. O. R. No. 1298, I. L. & H. dated 12-7-67

Tiruchirapally District

11	Tiruchy Srirangam Transport Co. Ltd., Thiruvanaikoil.	3-4 26-7-67	G. O. R. No. 1300, I. L. & H. dated 13-7-67
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LABOUR COURT, COIMBATORE

Coimbatore District

12	Ananda Kumar Mills Ltd., Saravanampatti, Coimbatore.	7-8 12-7-67	G. O. R. No. 1222, I. L. & H. dated 5-7-67
13	D. C. Johar & Sons (Private) Ltd., Coimbatore.	1-4 19-7-67	G. O. R. No. 1247, I. L. & H. dated 8-7-67

Salem District

14	Southern Transport, Namakkal.	5-6 19-7-67	G. O. R. No. 1270, I. L. & H. dated 11-7-67
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Nilgiris District

15	Liddlesdale Estate, Naduvattam Post.	1-7 13-7-67	G. O. R. No. 1142, I. L. & H. dated 27-6-67
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6. 1967-ம் ஆண்டு ஜூலை மாதத்தில், கதவடைப்பு மற்றும் வேலை நிறுத்தத்தின் காரணத்தைத் தவிர, இதர சந்தர்ப்பங்களினால் தமிழகத்திலுள்ள மூடப்பட்ட தொழிற்சாலை மற்றும் ஆலைகள் பற்றிய விவரம்.

நிறுவனத்தின் பெயரும், இருப்பிடமும்	தொழில்	பாதிக்கப்பட்ட தொழிலாளர்களின் எண்ணிக்கை		மூடுதல் ஆரம்பம் முடிவு	காரணம்	தொழிலாளர்கள் மூலம் மூடப்பட்ட ஆலைகள்
		தொழிலாளர்கள்	மூடுதல்			
1. தி பாராத் மேட்டார் இன்ஜினியரிங் வர்க்ஸ், பாளையங்கோட்டை.	பொறியியல்	12	13-7-68	—	கிழவனத்தின் சட்டப்படி நஷ்ட முத்தலாளி சகு அளிக்கப் பட்டது.	—
2. தி இத்தியா வாட்டில் எக்ஸ்ட்ராக்ட் கம்பெனி லிமிடெட், மேடப்பாளையம்.	—	12	4-7-67	தொடரு கிறது.	மூலப்போட்கள் கிடைக்காமை	—
3. ராக் வுட் டி பாக்டரி, நிலக்கோட்டா, நீலகிரி.	டீ பாக்டரி	61	10-7-67	23-7-67	தேயிலையை இந்த தொழிற்சாலைகளுக்கு அனுப்பப் படுவதால்	மாற்று வேலை அளிக்கப் பட்டது.
4. காணியார் டி பாக்டரி, சோலையார் போஸ்ட்.	..	138	..	..	தொடரு கிறது. சாலையை விஸ் தரித்தல்	—
5. இஞ்சிப்பாறை டி பாக்டரி, வால்பாறை போஸ்ட்.	..	80	3-7-67	..	இயந்திரங்களை சுத்தப் படுத்த்தல்	—
6. செஷசாயி இன்ட்ஸ்ரீஸ் லிமிடெட், வடலூர், தென்னாற்காடு.	பலவகை	16	1-7-67	31-7-67	தேவைக் குறைவு	—

7. ஹைவேய்ஸ் பாக்டரி, ஹைவேய்ஸ் போஸ்ட், பெரியகுளம் தாலுகா.

20/209(சி) இல்கு 30-5-67

போதுமான எல்லா தொழிலாளர்களும் மாற்றி மாரற்றி தொடர்த்தில் வேலை செய்ய வேண்டும்

8. தி நேஷனல் லித்தோ பிரஸ், எண். 2, எண். 111 112, காத்த நாடார் தெரு, சிவகாசி.

28/290(எ)

7

1-7-67

லித்தோ இயந்திரங்கள், எண் 1, திரம் விற்று ரயில்வே பிரித் விட்டதாஸ் தற் ரோடி லுள்ள காலிகமாக பெரிய தொழிற் மூடப்பட்டு உள்ளது. லாளர்கள் மாற்றப்பட்டார்கள்

9. இந்தியன் ஸ்டீல் ரோலிங் மில்ஸ், நாகபட்டினம்.

ஆலை

3-7-67

—

குளிச்சியான இடத்தில் வைக்கப்பட்ட உற்பத்தியான பொருட்களை குறித்த காலத் தால் நீக்காத தால் ஆலையை 3.7.67 அன்று நடத்த முடிய வில்லை.

10. இந்தியன் ஸ்டீல் ரோலிங் மில்ஸ், நாகபட்டினம்.

ஆலை

104

7-7-67

—

சிறு உலோகத் துண்டுகள் கிடைக்காமை யால்

7. 1967-ம் ஆண்டு ஜூலை மாதத்தில் தமிழக தொழிலாளர் துறை அலுவலகம் பெறப்பட்ட, விசரிக்கப்பட்ட, தீர்த்து வைக்கப்பட்ட புகார்கள் பற்றிய விவரம்

தொழிலாளர் துறை அலுவலகம்	பெறப்பட்ட புகார் மனுக்களின் எண்ணிக்கை						மொத்தம்
	மொத்தம்	மொத்தம்	மொத்தம்	மொத்தம்	மொத்தம்	மொத்தம்	
கொழும்புத் துறை	25	150	96	4	1	24	290
கொழும்புத் துறை	170	58	13	1	13	15	208
கொழும்புத் துறை	127	22	3	1	1	2	145
கொழும்புத் துறை	115	67	23	1	3	24	103
கொழும்புத் துறை	155	70	15	1	10	12	160
கொழும்புத் துறை	43	36	6	1	3	12	67
கொழும்புத் துறை	64	45	16	1	6	8	74
கொழும்புத் துறை	101	43	16	1	1	6	89
கொழும்புத் துறை	405	56	26	1	2	10	366
கொழும்புத் துறை	11	53	13	1	1	1	5
கொழும்புத் துறை	166	56	21	1	3	4	135
கொழும்புத் துறை	62	45	15	1	1	22	49
கொழும்புத் துறை	145	17	4	1	1	6	154
கொழும்புத் துறை	136	42	14	1	1	3	140
மொத்தம்	1,989	761	284	13	46	144	2,010

8. தமிழக தொழில் துறை நிலையாணைச் சட்டம், 1946.

1967-ம் ஆண்டு ஜூலை மாதத்தில் தொழில்துறை நிலையாணைச் சட்டத்தின்கீழ் சான்று அளிக்கப்பட்ட விவரங்கள்:

1. 1-7-67 வரை நிலையாணைச் சட்டத்தின்கீழ் சான்று அளிக்கப்பட்டவைகளின் எண்ணிக்கை ...	1,372
2. ஜூன் மாதத்தில் நிலையாணைச் சட்டத்தின்கீழ் சான்று அளிக்கப்பட்டவைகளின் எண்ணிக்கை ...	1
3. மொத்தம் ...	1,373
4. 1967-ம் ஆண்டு ஜூன் மாதத்தில் ஏற்கனவே சான்று அளிக்கப்பட்டவைகளில் திருத்தம் ... இல்லை	

9. வேலையாள் இழப்பீட்டுச் சட்டம், 1923.

1967-ம் ஆண்டு ஜூலை மாதத்தில் அறிவிக்கப்பட்ட விபத்துக் களும், அளிக்கப்பட்ட நஷ்ட சட்டுத் தொகைபற்றிய விவரங்கள்:

	தொழில்துறைகளால் தெரிவிக்கப்பட்ட விபத்துகளின் எண்ணிக்கை		நஷ்ட சட்டுத் தொகை
	தொழில்துறைகளால் தெரிவிக்கப்பட்ட விபத்துகளின் எண்ணிக்கை	நஷ்ட சட்டுத் தொகை	
1. மரணம் ...	25	ரூ. 1,12,900-00	
2. நிரந்தரமாக ஊனம் அடைந்தவர்கள் ...	3	—	
3. தற்காலிகமாக ஊனம் அடைந்தவர்கள் ...	22	2,003-25	
மொத்தம் ...	50	ரூ. 1,14,903-25	

10. வேலையாள் இழப்பீட்டுச் சட்டம், 1923.

1967-ம் ஆண்டு ஜூலை மாதத்தில் வேலையாள் இழப்பீட்டுச் சட்டத்தின்கீழ் தாக்கல் செய்யப்பட்ட வழக்குகள், அதன் முடிவுகள் பற்றிய விவரம்:

வழக்கின் விவரம்	ஏற்கனவே முடிவாகாமல் உள்ளவை	பெற்றவைகளின் எண்ணிக்கை	மொத்தம்	தீர்வு கண்டவை	மீதம்
1. பிரிவு 10-ன் கீழ் விண்ணப்பம்:					
(அ) இறந்தவர்கள் குறித்து ...	125	9	134	16	118
(ஆ) ஊனமுற்றவர்கள்:					
1. நிரந்தரம் ...	121	15	136	15	121
2. தற்காலிகம் ...	4	3	7	2	5
2. பிரிவு 8(1)ன் படி பணம் பாதுகாக்கப்படுபவை:					
(அ) இறந்தவர்கள் குறித்து ...	15	20	35	10	65
(ஆ) சட்டப்படி ஊனமுற்றவர்கள் எனத் தீர்மானிக்கப்பட்டவர்கள் ...	19	1	20	—	20
3. பிரிவு 8(2)ன் படி பணம் பாதுகாக்கப்படுபவை ...	—	—	—	—	—
4. ஒப்பந்தங்கள் பற்றிய குறிப்பு:					
(1) நிரந்தர ஊனமுற்றவர்கள் ..	116	45	161	31	130
(2) தற்காலிகமாக ஊனமுற்றவர்கள் ...	13	6	19	4	15
5. பிரிவு 31-ன் கீழ் பணப் பிடித்தம்...	14	1	15	—	15
6. பிரிவு 12(2) ன் கீழ் உத்தரவாத விண்ணப்பங்கள் ...	9	0	9	—	9
மொத்தம் ...	495	100	595	78	518

11. கூலி கொடுப்புச் சட்டத்தின்கீழ் உள்ள வழக்குகள்:

1—7—67 வரை முடிவாகாமல் உள்ளவை	... 389
1967-ம் ஆண்டு ஜூலை மாதத்தில் பெற்றவை	... 43
நடப்பு மாதத்தில் முடிவு பெற்றவை	... 71
31—7—67-ல் முடிவாகாமல் உள்ளவை	... 361

சென்னை கடை நிறுவனச் சட்டம், 1947

12 (அ): 1967-ம் ஆண்டு ஜூலை மாதத்தில் பிரிவு 41 மற்றும் 51ன் கீழ் பெற்ற, முடிவு செய்த விண்ணப்பங்களின் எண்ணிக்கை:

1—7—67 வரை முடிவாகாமல் உள்ளவை	... 261
நடப்பு மாதத்தில் பெற்றவை	... 33
நடப்பு மாதத்தில் முடிவுற்றவை	... 51
31—7—67 வரை முடிவாகாமல் உள்ளவை	... 243

12 (ஆ): பிரிவு 51ன் கீழ் பெற்ற விண்ணப்பங்கள்:

1—7—67 வரை முடிவாகாமல் உள்ளவை	... 3
நடப்பு மாதத்தில் பெற்றவை	... 1
நடப்பு மாதத்தில் முடிவுற்றவை	... இல்லை
31—7—67 வரை முடிவாகாமல் உள்ளவை	... 4

12 (இ): சென்னை உணவு சிற்றுண்டி விடுதிகளின் சட்டம் பிரிவு 19 (2)ன் கீழ் விண்ணப்பங்கள்:

1—7—67 வரை முடிவாகாமல் உள்ளவை	... 187
நடப்பு மாதத்தில் பெற்றவை	... 30
நடப்பு மாதத்தில் முடிவுற்றவை	... 53
31—7—67 வரை முடிவாகாமல் உள்ளவை	... 164

13 (அ) 1967-ம் ஆண்டு ஜூலை மாதத்தில் தொழிற் சங்க சட்டத்தின்கீழ் பதிவு செய்யப்பட்ட தொழிற் சங்கங்களின் விவரம்.

ப. எண்	பதிவு செய்த நாள்	தொழில்	தொழிற் சங்கத்தின் பெயரும், முகவரியும்	குறிப்பு
1. 29/கோயமுத்தூர்	4-7-67	நூற்பாலைகள்	தரம்புரம் தாலூகா டெக்ஸ்டைல்ஸ் தொழிலாளர் சங்கம், பெரிய பஜார் தெரு, தருமபுரம் போஸ்ட்.	ஒழுங்கு விதமுறைகளை உறுதிப்படுத்துதல்
2. 30/கோயமுத்தூர்	"	இயந்திர உற்பத்தி	சென்னை மாகாண சிறு தொழில் கார்ப்பரேஷன் தொழிலாளர்கள் சங்கம், 70, சென்ன்மலை ரோடு, ஈரோடு-2	"
3. 23/சேலம்	17-7-67	அலுமினியம் தொழிற்சாலை	M. A. L. C. O. தொழிலாளர்கள் சங்கம், 6/69, புதுசம்பள்ளி, மேட்டூர் டாம், R. S.	"
4. 4/நீலகிரி	25-7-67	உணவு விடுதி	வெலிங்டன் ஜிம்கானாவிடுதி தொழிலாளர்கள் சங்கம், ஜிம்கானா கிளப், வெலிங்டன், நீலகிரி.	"
5. 41/திருச்சி	16-7-67	51/511 (எ)	தமிழ்நாடு மின்சார போர்டு தொழிலாளர்கள் சங்கம், (திருச்சி) திருச்சிராப்பள்ளி.	"
6. 42/திருச்சி	16-7-67	20/207 (எ)	கோத்தகிரி சர்க்கரை தொழிற்சாலை தொழிலாளர்கள் சங்கம், காட்டுர்.	"

7. 43/திருச்சி	24-7-67	77/13 மற்றவை	மூர்த்தி ஆட்டோ சர்வீஸ் தொழிலாளர்கள் சங்கம், புதுக்கோட்டை.	"
8. 23/தஞ்சாவூர்	17-7-67	36/360 (எ)	சென்னை சிறு தொழில் கார்ப்பரேஷன் தொழிலாளர்கள் சங்கம், தஞ்சாவூர்.	"
9. 24/தஞ்சாவூர்	"	22/220 (பி)	சுருட்டு தொழிலாளர்கள் சங்கம், சும்பகோணம்.	"
10. 31/மதுரை	15-7-67	620 (எ)	மதுரை மாவட்ட மத்திய கூட்டுறவு பாங்கு தொழிலாளர்கள் சங்கம், மதுரை.	"
11. 32/மதுரை	"	பிரிவு 9	மதுரை மாவட்ட கூட்டுறவு சப்ளை மற்றும் மார்க்கெட்டிங் சொசைட்டி தொழிலாளர் சங்கம், மதுரை.	"
12. 33/மதுரை	"	36/360 (எ)	தமிழ்நாடு இண்டஸ்ட்ரீஸ் கார்ப்பரேஷன் ஒர்க்கர்ஸ் யூனியன், பழனி.	"
13. 34/மதுரை	"	"	மதுரை மில்ஸ் இன்ஜினியரிங் தொழிலாளர்கள் சங்கம், மதுரை.	"
14. 18/இராமநாதபுரம்	17-7-67	31/319 (ஜி) மற்றவை	ஐ.டி.பி.டி. திராவிடியன் தொழிலாளர்கள் முன்னேற்ற சங்கம், விருதுநகர்.	"
15. 19/இராமநாதபுரம்	"	713 (பி) மற்றவை	பரமக்குடி பஸ் டிரான்ஸ்போர்ட் (பிரைவேட்) லிமிடெட், தொழிலாளர்கள் சங்கம், பரமக்குடி.	"

(1)	(2)	(3)	(4)	(5)	(6)
16.	20/இராமநாதபுரம்	26-7-67	23/231 (எ) நூற்பு	ராஜபாளையம் தொகுதி திராவிட யுன் பஞ்சாலைத் தொழிலாளர் முன்னேற்ற சங்கம், ராஜபாளையம்.	ஒழுங்கு விதிமுறைகளை உறுதிப்படுத்துதல்
17.	6/கன்னியாகுமரி	17-7-67	820 சமூகப் பணி	கன்னியாகுமரி மாவட்ட பொது தொழிலாளர்கள் சங்கம், நாகர்கோவில்.	"
18.	109/சென்னை	4-7-67	மோட்டார் போக்குவரத்து	சென்னை மாகாண போக்குவரத்து சிப்பந்திகள் சங்கம், 5.சி, வரதாச்சாரி சந்து, சென்னை.7	"
19.	110/சென்னை	"	சினிமா	வெண்திரை துணைநடிகர் சங்கம், 23, எஸ். எஸ். கோயில் தெரு, சென்னை.26	"
20.	111/சென்னை	25-7-67	சினிமா	தென்னிந்திய சினிமா சங்கம், 23, எஸ். எஸ். கோயில் தெரு, சென்னை.26	"
21.	112/சென்னை	26-7-67	லாரி போக்குவரத்து	சென்னை லாரி டிரைவர்கள் மற்றும் பொது தொழிலாளர்கள் சங்கம், 5, தேவகி அம்மன் தெரு, ஷேரூய் கார், சென்னை.30	"
22.	29/செங்கற்பட்டு	24-7-67	டோப்பா	லிக் இங்கியா எம்ளாய்ஸ் யூனியன் அம்பத்தூர், சென்னை.53	"
23.	9/தென் ஆற்காடு	26-7-67	தண்ணீர் போக்கு வரத்து	காங்கிரஸ் துறைமுக தொழிலாளர் சங்கம், 81, கிளைத் தெரு, கடலூர்.	"

13. (அ) நடப்பு மாதத்தில் இணைக்கப்பட்ட தொழிற் சங்கங்களின் விவரம் இல்கை

13. (இ) நடப்பு மாதத்தில் கலைக்கப்பட்ட தொழிற் சங்கங்களின் விவரம் இல்கை

13. (ஈ) நடப்பு மாதத்தில் பதிவு நீக்கம் செய்யப்பட்ட தொழிற் சங்கங்களின் விவரம்

சுருக்கம்

1.	1-7-67 வரை பதிவு செய்யப்பட்ட மொத்த தொழிற் சங்கங்கள்	...	...	...	1401
2.	நடப்பு மாதத்தில் பதிவு செய்யப்பட்ட மொத்த தொழிற் சங்கங்கள்	...	...	...	23
				மொத்தம்	1424
3.	நடப்பு மாதத்தில் இணைக்கப்பட்ட தொழிற் சங்கங்கள்				இல்கை
4.	நடப்பு மாதத்தில் கலைக்கப்பட்ட தொழிற் சங்கங்கள்	...			இல்கை
5.	நடப்பு மாதத்தில் பதிவு நீக்கம் செய்யப்பட்ட தொழிற் சங்கங்கள்	...	...	...	இல்கை
6.	31-7-1967 வரை பதிவு செய்யப்பட்ட மொத்த தொழிற் சங்கங்கள்	...	...	...	1424

14. 1967-ம் ஆண்டு ஜூலை மாதத்திய தொழிலாளர் துறை சட்டங்கள் அமுலாக்குதல் பற்றிய புள்ளி விவரங்கள்:

விவரங்கள்	தொழில் சட்டம், 1948	தொழில் சட்டம், 1948	தொழில் சட்டம், 1948	தொழில் சட்டம், 1948	தொழில் சட்டம், 1948	தொழில் சட்டம், 1948	தொழில் சட்டம், 1948	தொழில் சட்டம், 1948
1. ஆய்வு செய்த நிதவனங்களின் எண்ணிக்கை	1,025	2,407	315	30,188	2,497	232	1,050	2,504
2. சட்ட விதிகளை மீறிய நிதவனங்களின் எண்ணிக்கை	369	297	50	755	367	10	90	206
3. எச்சரிக்கை செய்யப்பட்ட நிதவனங்களின் எண்ணிக்கை	127	76	64	76	72	—	39	—
4. வழக்கு தொடரப்பட்டவைகளின் எண்ணிக்கை	58	6	1	27	49	—	14	8
5. தண்டனை அளிக்கப்பட்டவைகளின் எண்ணிக்கை	37	2	—	16	12	—	3	1
6. அபராதம் விதிக்கப்பட்ட தொகை .. ரூ.	1,535	ரூ. 70	—	ரூ. 168	ரூ. 245	—	ரூ. 100	69

15 (அ) 1967-ம் ஆண்டு ஜூலை மாதத்திய தொழிலாளர்களின் எண்ணிக்கை விவரம்

மாவட்டம்	ஆரம்பத்திம்			புதிய செய்தவை			தக்கம்			மொத்தம்			மொத்தம்
	புதிய 2-ம் (i) 2-ம் (ii)	புதிய 85ம் அறிக்கை பட்ட தொழிற்சாலைகள்	புதிய 85ம் அறிக்கை பட்ட தொழிற்சாலைகள்	புதிய 2-ம் (i) 2-ம் (ii)	புதிய 85ம் அறிக்கை பட்ட தொழிற்சாலைகள்	புதிய 85ம் அறிக்கை பட்ட தொழிற்சாலைகள்	புதிய 2-ம் (i) 2-ம் (ii)	புதிய 85ம் அறிக்கை பட்ட தொழிற்சாலைகள்	புதிய 85ம் அறிக்கை பட்ட தொழிற்சாலைகள்	புதிய 2-ம் (i) 2-ம் (ii)	புதிய 85ம் அறிக்கை பட்ட தொழிற்சாலைகள்	புதிய 85ம் அறிக்கை பட்ட தொழிற்சாலைகள்	
1. வட ஆற்காடு	267	107	164	...	...	...	2	...	1	265	107	163	535
2. தென் ஆற்காடு	126	7	42	...	...	...	...	...	...	126	7	42	175
3. செங்கற்பட்டு	436	22	54	...	...	...	...	...	...	456	22	54	512
4. கோயமுத்தூர்	1,117	8	70	8	...	...	3	...	...	1,122	8	70	1,200
5. கன்னியாகுமரி	79	10	19	...	...	...	...	...	...	79	10	19	108
6. சென்னை	841	29	96	4	1	...	3	...	1	842	30	95	967
7. மதுரை	470	33	41	2	1	...	1	...	...	471	34	41	546
8. திண்டிவனம்	128	...	3	2	...	...	...	...	...	130	...	3	133
9. இராமநாதபுரம்	266	70	140	...	...	...	...	...	1	266	70	139	475
10. சேலம்	623	6	122	...	...	...	3	...	...	620	6	122	748
11. கஞ்சகோட்டை	319	10	173	1	...	...	1	...	...	319	10	173	562
12. திருச்சிராப்பள்ளி	294	9	163	...	...	...	...	...	...	294	9	163	466
13. திருச்செங்கோடு	340	96	178	3	1	...	4	2	...	339	95	178	612
14. தர்மபுரி	22	1	6	...	...	...	...	...	...	22	1	6	29
மொத்தம்	5,328	408	1,271	20	3	...	17	2	3	5,331	409	1,268	7,008

15 (ஆ) 1967-ம் ஆண்டு ஜூலை மாதத்திற்குரிய தேர்தல்களின் எண்ணிக்கைப் பட்டியல்

தேர்தல்களின் வகைகள்	இம்மாத சூன்மாதம்			இம்மாதத்தின் பதினாறு பதின்மாதம்			இம்மாதத்தின் பதின்மாதம்			இம்மாத இறுதியில்		
	2	3	4	5	6	7	8	9	10	11	12	13
1. கார்ப்பர்	132	22,686.55	9,824	—	—	—	—	—	—	132	22,686.55	9,824
2. தேயிலை	135	66,864.06	74,604	—	—	—	—	—	—	135	66,864.06	74,604
3. ரப்பர்	20	9,559.57	2,093	—	—	—	—	—	—	20	9,559.57	2,093
4. சின்னோல	2	9,406.00	1,253	—	—	—	—	—	—	2	9,406.00	1,253
5. ஏலக்காய்	5	3,186.86	323	—	—	—	—	—	—	5	3,186.86	323
மொத்தம்	294	1,11,703.04	88,907	—	—	—	—	—	—	294	1,11,703.04	88,907

16 (அ) 1967-ம் ஆண்டு ஜூலை மாதத்திய விபத்துகள் பற்றிய விவரம்

தொழில் இலக்கம்	தொழிலின் பெயர்	விபத்துக்களின் எண்ணிக்கை	
		இறந்தவர்கள்	மற்றவர்கள்
01	விவசாயம் சம்பந்தமான சாதனங்கள்	—	1
20	உணவு, பானங்களைத் தவிர	—	85
21	பானங்கள்	—	—
22	புகையிலை	—	—
23	துணி மற்றும் ஆடைகள்	—	888
24	காலணிகள்	—	1
25	மரம், மற்றும் கார்க், மேஜை, நாற்காலி போன்ற மரச் சாமான்கள்	—	4
26	மரச் சாமான்கள்	—	5
27	காகிதமும், காகிதத்தினால் செய்யும் பொருள்களும்	—	10
28	அச்சுத் தொழில், வெளியிடுதல் மற்றும் அதன் சம்பந்தமான	—	23
29	தோல் மற்றும் தோலில் செய்யும் பொருட்கள் (சாலணி தவிர)	—	15
30	ரப்பர் மற்றும் ரப்பரால் செய்யப்படும் பொருட்கள்	—	13
31	இரசாயனப் பொருட்கள்	—	92
32	கரி மற்றும் பெட்ரோலியமும் அதன் சம்பந்தமான பொருட்களும்	—	1
33	உலோகமல்லாத தாதுப் பொருட்கள் (அதன் சம்பந்தமான பொருள் தவிர)	—	88
34	அடிப்படை உலோகத் தொழில்	—	125
35	உலோகப் பொருட்கள் (இயந்திரம் மற்றும் போக்குவரவு சாதனம் தவிர)	—	88
36	இயந்திரம் (மின்சார இயந்திரம் தவிர)	—	804
37	மின்சார இயந்திரம், கருவிகள் மற்றும் அது சம்பந்தமான பொருட்கள்	—	85
38	போக்குவரத்து சாதனங்கள்	—	588
39	பலதரப்பட்ட தொழில்கள்	—	60
51	மின்சாரம் மற்றும் நீராவி	—	6
52	தண்ணீர் மற்றும் சுகாதாரப்பணி	—	—
88	தனிப்பட்ட பணிகள் (லாண்டரி, சாயம் காய்ச்சுதல், சுத்தப்படுத்துதல்)	—	2
84	பொழுதுபோக்கு பணிகள் (சினிமா ஸ்டூடியோ)	—	—
மொத்தம்		—	1,774

16 (ஆ) 1967-ம் ஆண்டு டிசம்பர் மாதத்தில் பருத்தி மற்றும்
சணல் ஆலைகளில் ஏற்பட்ட விபத்துகள் விவரம்

தொழிலின் பெயர்	பெரியவர்கள்		இளைஞர்கள்		சிறியவர்கள்	
	ஆண்	பெண்	ஆண்	பெண்	சிறுவன்	சிறுமி
	அ.	ஆ.	அ.	ஆ.	அ.	ஆ.

பருத்தி இயந்திரம் :

1 ஆரம்பம் மற்றும்
பிளோ ரூம் இயங்
திரம் ... — 17 — —

2 கார்ட் ரூம்
இயந்திரம் ... — 27 — —

3 ட்ராயிங் ப்ரேம்ஸ் — 9 — —

4 ஸ்பீட் ப்ரேம்ஸ் ... — 29 — —

5 நூற்கும் இயந்திரம் — 118 — 1

6 கெய்யும் இயந்திரம் — 6 — —

7 முடிக்கும் இயங்
திரம் ... — 8 — —

8 பிளையிங் ஷாட்டிஸ் — 16 — —

9 இதர இயந்
திரங்கள் ... — 12 — 9

10 இதர இயந்திர
சம்பந்தப்படாத
விபத்துகள் ... — 89 — 3

மொத்தம் ... — 324 — 7

சணல் இயந்திரம் — இல்லை

குறிப்பு : அ. இறந்தவர்கள்

ஆ. விபத்தால் இறக்காதவர்கள்.

17. EXEMPTION TO THE FOLLOWING FACTORIES AND ESTABLISHMENTS
FROM THE PROVISIONS OF THE ACTS AND RULES INDICATED
BELOW WAS GRANTED DURING THE MONTH OF JULY, 1967.

No.	Name of the Establishment	Section from which exempted	Duration of the exemption	Authority
1	2	3	4	5

EMPLOYEES' PROVIDENT FUNDS ACT

- | | | | |
|--|--|--------------|--|
| 1. The Co-operative Central Bank Ltd., Kumbakonam. | All the provisions of the Act subject to certain conditions. | From 1-8-67. | G. O. Ms. No. 2030, I. L. H. (Lab.) dated 19-6-67. |
| 2. The Tiruchy United Bank Ltd., 42, Koychatram Road, Tannur, Tiruchirappalli-1. | do | From 1-8-67. | G. O. Ms. No. 2033, I. L. & H. (Lab.) dated 19-6-67. |

EMPLOYEES' STATE INSURANCE ACT

- | | | | |
|--|--|---|--|
| 3. Public Works Department on deputation to Hindustan Teleprinters Ltd., Guindy, Madras. | All the provisions of the Act except Chapter Va. | For the period upto & inclusive of 27-6-67. | II-IND. 3216/67, Fort St. George Gazette, dt. 19-7-67. |
| 4. Industrial Co-operative Branch of office of Director of Industries & Commerce of Government deputed to work on foreign service terms in Factories run by Industrial Co-operative Societies. | do | — | G. O. Ms. No. 2215, I. L. & H. (Lab.) dated 10-7-67. |

MADRAS SHOPS AND ESTABLISHMENTS ACT

- | | | | |
|--|---|--|--|
| 5. Indian Oxygen Limited, Sales Depots at Madurai, Salem and Coimbatore. | Sub-Sec. (1) & (2) of Sec. 22 of the Act. | For a period from the date of publication of Notification. | G. O. Ms. No. 2078, I. L. & H. (Lab.) dated 27-6-67. |
| 6. All the Shops & Establishments in Chidambaram Municipality. | Chapters II and III of the Act. | 10 days from 6-7-67 to 16-7-67 | Dy. Commissioner of Labour Madras. |

MADRAS BEEDI INDUSTRIAL PREMISES (REGULATION OF CONDITIONS OF WORK) ACT

- | | | | |
|--|--|-------------------------------|---|
| 7. Beedi Industrial Premises in Tirunelveli Dt. in which Beedi Industry is carried on by a women in her residence. | Sec. 3 & 4 of the Act subject to certain conditions. | One year on and from 20-6-67. | G. O. Ms. No. 2146, I. L. & H. (Lab.) dated 3-7-67. |
|--|--|-------------------------------|---|

18. CONSOLIDATED STATEMENT OF PRICES OF YARN
AND COTTON FOR THE MONTH OF JULY 1967

Cotton			Per quintal of 100 kgs.
American	...	...	Rs. 500/510
Cambodia	...	...	Rs. 310/400
Karunganni	...	...	Rs. 285/365
Yarn			per bundle of 4.5 kgs.
10-s	...	...	Rs. 21.50
20-s	...	...	28.75
40-s	...	...	41.00
60-s Ind Combd.	...	...	60.00
80-s Egy. Carded	...	...	93.00
100-s	...	...	116.00

19. (a) 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 DIFFERENT
MOFFUSIL URBAN CENTRES FOR THE MONTH OF JULY 1967 AS
ASCERTAINED AND DECLARED BY THE DIRECTOR OF STATISTICS
UNDER SECTION 2 (d) OF THE ACT.

S. 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 1956: 100)							
1.	Madras City	... 778.3	839.2	587.8	455.0	633.8	703.3
2.	Cuddalore	... 788.0	889.0	490.0	461.0	887.0	744.0
3.	Tiruchirapalli	... 797.0	633.0	616.0	369.0	518.0	685.0
4.	Madurai	... 781.0	609.0	581.0	396.0	457.0	653.0
5.	Coimbatore	... 783.0	758.0	801.0	629.0	444.0	741.0
(Base: August 1939: 100)							
6.	Nagercoil	... 870	661	847	446		773

COMPARATIVE STATEMENT OF THE COST OF LIVING INDEX
NUMBERS FOR THE MONTH OF JUNE 1967 AND JULY 1967

S. No.	Zone	Centre	Cost of living Index number for the months of		Variation
			June 1967	July 1967	
(Base Year ended June 1936 : 100)					
1.	Madras City and Chingleput Districts	... Madras City	695.6	703.3	(+) 7.7
2.	North Arcot and South Arcot Districts	... Cuddalore	737.0	744	(+) 7
3.	Tiruchirapalli and Thanjavur Districts	... Tiruchirapalli	685.0	685.0	—
4.	Madurai, Ramanathapuram and Tirunelveli Districts	... Madurai	651.0	653.0	(+) 2
5.	Coimbatore and Salem Districts	... Coimbatore	732.0	741.0	(+) 9
(Base August 1939 : 100)					
6.	Kanyakumari District	... Nagercoil	759.0	773.3	(+) 14

MADRAS DISTRICT

The cost of living index number for working classes in Madras City for the month of July 1967 rose by seven points to 703.

The index for the food group rose by thirteen points to 778 due mainly to an increase in the prices of meat, tamarind, turmeric (Kitchen) coconut oil and cane jaggery.

The index for the fuel and lighting group fell by two points to 839 due to a fall in the prices of firewood and charcoal.

The index for the miscellaneous group rose by two points to 634 due to an increase in the price of tobacco for chewing.

The group index numbers in respect of clothing and house rent remained unchanged at 538 and 455 Points respectively.

(The cost of living index number are now called consumer price index numbers.)

Group	Weight proportional to the total expenditure.	GROUP INDEX NUMBER	
		June 1967	July 1967
Food	58.23	764.9	778.3
Fuel and Lighting	8.42	842.9	839.2
Clothing	6.10	537.5	537.8
House rent	14.57	455.0	455.0
Miscellaneous	12.68	631.8	633.8
Total	100.00	695.6	703.3
Cost of Living Index Number			

CUDDALORE

The Cost of living index number for Cuddalore rose by seven points to 744.

The index for the food group rose by ten points to 788 due mainly to an increase in the prices of dhal, vegetables, tamarind, turmeric (kitchen) and jaggery.

The index for the miscellaneous group rose by three points to 887 due to an increase in the price of tobacco for chewing.

The group index numbers in respect of fuel and lighting, clothing and house rent remained unchanged at 889, 490 and 461 points respectively.

TIRUCHIRAPALLI

The cost of living index number for Tiruchirapalli fell slightly from 685.3 to 684.6.

The index for the food group fell by one point to 797 due mainly to a fall in the prices of garlic and gingelly oil.

The index for the miscellaneous group rose by two points to an increase in the price of betel leaves.

The group index numbers in respect of fuel and lighting, clothing and house rent remained unchanged at 633, 616 and 369 points respectively.

MADURAI

The cost of living index number for Madurai rose by two points to 653.

The group index for the food group rose by four points to 781 due mainly to an increase in the prices of vegetables, tamarind turmeric (kitchen).

The index for the miscellaneous group rose by one point to 457 due to an increase in the price of beddies.

The group index numbers in respect of fuel and lighting, clothing and house rent remained unchanged at 609, 581 and 396 points respectively.

COIMBATORE

The cost of living index number for Coimbatore rose by nine points to 741.

The index for the food group rose by eighteen points to 783 due mainly to an increase in the prices of dhal, meat, tamarind and coconut oil.

The index for the clothing group fell by twenty one points to 801 due to fall in the price of shirting cloth and sarees.

The index for the miscellaneous group fell by six points to 444 due to a fall in the price of betel leaves.

The group index number in respect of fuel and lighting and house rent remained at 758 and 629 points respectively.

(Base: August 1939=100)

NAGERCOIL

The cost of living index number for Nagercoil rose by fourteen points to 773.

The index for the food group rose by nineteen points to 870 due to an increase in the prices of condiments, tapioca pulses, vegetables and coconut oil.

The index for the housing group rose by one point to 661 due to an increase in the price of kerosene oil.

The index for the miscellaneous group rose by twelve points to 446 due to an increase in the price of pan and tobacco.

The index for the clothing group remained unchanged at 847 points.

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

19 (A) CONSUMER PRICE INDEX NUMBERS

INTERIM SERIES OF ALL INDIA AVERAGE CONSUMER PRICE INDEX NUMBERS FOR THE WORKING CLASS

(Base: Shifted to 1949=100)

* All India Original Base 1949

Year	General Index	Food Index
1950 ...	101	101
1951 ...	105	104
1952 ...	103	102
1953 ...	106	109
1954 ...	101	101
1955 ...	96	92
1956 ...	105	105
1957 ...	111	112
1958 ...	116	118
1959 ...	121	125
1960 ...	124	126
1961 ...	126	126
1962 ...	130	130
1963 ...	134	135
1964 ...	152	155
1965 ...	166	172
1966 ...	184	190
1966 May	181	187
June	185	191
July	188	195
August	190	197
September	191	198
October	192	199
November	194	202
December	197	206
1967 January	197	206
February	198	206
March	200	210
April	202	213
May	206	218
June	211	225

* 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 138 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 June '67 was 294.18.

Source — (1) I. L. O. Except for all India Index.
(2) Labour Bureau for all India Index.

20 (a) MONTHLY PRISSE REPORT FOR THE MONTH OF JULY, 1967

The employees' State Insurance Scheme applies to 30 Centres in Madras Region and provides protection to 2,82,979 industrial workers in the event of Employment Injury, Sickness and Maternity. This protection is made available in two ways viz., provision of cash benefits and by providing medical benefit when needed. There are 52 offices of the Corporation in the Region for disbursement of cash benefits.

During the month of July, '67, 1,578 persons received Rs. 1,07,021.14 P. by way of cash benefit due to employment injury. This includes 432 insured persons who are in receipt of pension for permanent disablement benefit and also 246 dependants of deceased insured persons.

In the month of July '67, 1969 accidents were reported. Comparatively few persons needed the employment injury benefits but fairly large number needed cash benefits in the event of sickness.

45,911 sickness benefit claims were received and an amount of Rs. 7,07,880.64 P. was paid as sickness benefit involving abstention for 2,12,526 days.

133 insured women claimed maternity benefit and were paid Rs. 47,188.20 P. in the month of July '67.

For recovery of arrears of contributions under the Scheme, legal proceedings had to be initiated in 45 cases against defaulting employers for Rs. 35,789.78 P.

Five employers were fined in respect of 16 cases, amounting to Rs. 760 for delayed payment / non-payment of Employer's Special Contribution, and Employees' Contribution late submission of Contribution, Cards and SC-2 returns.

20 (b) EMPLOYEES' STATE INSURANCE SCHEME, MEDICAL BENEFITS FOR THE MONTH OF JULY 1967

Sl.No.	Particulars	May 1967
1.	Total number of Attendance :	
	New ... 67,806 }	2,99,679
	Old ... 2,31,873 }	
2.	No. of Medical Certificates issued	83,719
3.	No. of Domiciliary visits made	174
4.	No. of Injections administered	1,02,108
5.	No. of X-Ray examinations	1,627
6.	No. of Laboratory examinations	4,262
7.	No. of Specialist Investigations	4,196
8.	No. of persons admitted to Hospitals	1,920
9.	Bed days occupied during the month	13,771
ADDITIONAL DATA FOR PANEL SYSTEM :		
1.	No. of Attendance	
	New ... 15,644 }	42,851
	Old ... 27,207 }	
DIAGNOSTIC CENTRES		
2.	No. of prescriptions issued	16,852
3.	Payment made to :-	
1.	Chemists	—
2.	Insurance Medical Practitioners	Rs. 1,491
(Coimbatore area)		

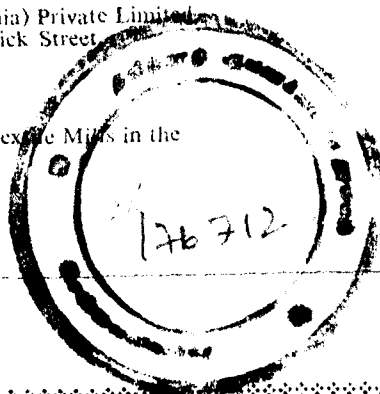
21 (a) EMPLOYMENT EXCHANGE STATISTICS FOR THE MONTH OF JULY, 1967

Sl. No.	Districts	No. of Applicants							Placed in Employment during the month	Remained on Live Register at the end of the month	No. of employers using Employment Exchanges during the month	No. of vacancies notified during the month
		1	2	3	4	5	6	7				
1.	North Arcot	...	...	2,687	465	16,613	87	482				
2.	South Arcot	...	...	2,425	249	14,720	68	362				
3.	Chingleput	...	...	2,437	284	24,884	103	608				
4.	Coimbatore	...	...	3,256	513	18,329	98	691				
5.	Kanyakumari	...	...	1,495	89	18,622	47	120				
6.	Madras	...	...	7,571	754	42,148	292	1,330				
7.	Madurai	...	...	3,342	303	20,913	92	451				
8.	Nilgiris	...	...	804	137	7,597	27	121				
9.	Ramanathapuram	...	...	1,527	209	12,791	94	264				
10.	Salem	...	...	3,244	770	21,106	120	480				
11.	Thanjavur	...	...	2,751	497	18,762	110	573				
12.	Tiruchirappalli	...	...	3,367	144	18,170	92	271				
13.	Tirunelveli	...	...	1,843	157	13,762	81	220				
	Total for July '67	...	...	36,749	4,571	2,48,417	1,311	5,973				
	Total for June '67	...	...	37,660	4,110	2,39,206	1,417	6,708				
	Total for July '66	...	...	37,766	5,656	2,33,690	1,557	7,581				
	Average for 1966	...	...	26,699	4,796	2,17,077	1,471	6,432				
The above figures exclude statistics relating to work performed in respect of physically Handicapped applicants which is given below.												
1.	Special Employment Office for Physically Handicapped applicants, Madras											
	July 1967	...	...	39	14	697	14	3				
	June 1967	...	...	41	8	787	8	2				
	July 1966	...	...	44	5	685	3	2				

PAYMENT OF BONUS ACT

THE COMMISSIONER OF LABOUR, HAS GRANTED EXTENSION OF TIME UNDER THE PROVISIO TO SECTION 19 OF THE ACT TO THE FOLLOWING ESTABLISHMENT DURING THE MONTH OF AUGUST 1967

Sl. No.	Name of the Establishment	Further Period Upto
1.	Muller & Phipps (India) Private Limited 17, Angappa Naick Street Madras-1.	31-12-67
2.	The Managements of Textile Mills in the Madras State.	30-11-67.

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