

True copy

N.C.S.C.L.T.D.

Office of the Colliery Manager Saunda 3

No. Seem/charge sheet/61/85 dated 26/8/61.

To,

Shri SRaham an

Filter Helper Simrana.

Dear Sir,

It was brought to my notice that you had unauthorisedly occupied a quarter in block No 68 you were asked by me to vacate the quarter and allow its rightful allottee to occupy it, but you refused to do so. you are still continuing to occupy it.

You have wilfully disobeyed a reasonable order from your superior and violated the Colliery standing order.

You are hereby given three days to submit a written explanation to the charge sheet failing which the case will be decided ex parte.

You will remain suspended until the charge sheet enquiry is held.

Yours faithfully,

1. Copy to S.S.O.C. Saunda
for information.

2. L.W.O.

Manager
Saunda colliery.

INDIAN MINE WORKERS' FEDERATION

Grams : AITUCONG

Dhanbad

Phone : 2855

President : T. B. VITTAL RAO, M.P.
General Secretary : KALYAN ROY.

Camp: Colliery Mazdur Sabha
G.T.Road
Asansol

Express Delivery (270)

A. I. T. U. C.
I. R. No. 2053 Date 4/9 dt: the 29th August, 1961.
File No. Replied on

Dear Com. Dange,

I hope you are recovering and the press says so. We got worried reading the news of your admission to the Nursing Home.

As decided in the last meeting of the Industrial Committee on coal mining, the representatives of the mine owners' and central workers' organisations met at Calcutta on the 25th August to discuss the question of wage revision etc of the two lakh fifty thousand coal miners. The meeting is very important from the fact that for the first time, the two sides met without the presence of the third party; that is the Government.

The meeting was presided by Shri Prasad, Chairman of the Indian Mining Association.

This is what I said & the views of the INTUC (Kanti Mehta) and HMS (Deven Sen & Mahesh Desai) were identical.

I said: (a) The decision of the 15th Labour Conference which gives a formula for wage fixation has to be followed in the coal industry. This should be the basis on which our wage structure should be built. I then elaborated the point, referring to the specific items of the formula. While the need based minimum wage on the basis of 1959 price level came up to Rs. 125; it will be roughly Rs. 220 on the basis of present price level. However, I made it clear that no body is dogmatic about it and Rs. 125 ~~wkkk~~ may be accepted as minimum for category I worker.

(b) I however made it clear that our claims for wages are not conditional upon the capacity to pay or the present coal price. We are demanding this wage because we need it and it is for the industry to find out the ways to meet our claim. I further told that as we have no control over the industry, we cannot take up the responsibility of finding out ways and means. The published balance sheets etc also can not be the guide because we do not run the companies.

(c) Besides wages, I demanded:
(i) the present ten categories should be revised and simplified and workload etc will have to be further adjusted; (ii) Working hours, at least for the under ground workers will have to be reduced (iii) the present bonus act must be changed (iv) House rent has to be given (v) Piece rated workers have to be guaranteed a floor wage (vi) Leave etc has to be increased.

There was a brief discussion and the employers will indicate their mind on the 26th September when we will have another meeting.

Anxious to hear from you,

Com. S. A. Dange.
New Delhi.

Yours fraternally

Kalyan Roy
(Kalyan Roy)

DATED NEW DELHI, the 30.8.1961.

NOTIFICATION

S.O..... PWA/Mines/Am. In exercise of the powers conferred by Sub-sections (2), (3) and (4) of section 26, read with section 24, of the Payment of Wages Act, 1936 (4 of 1936), the Central Government hereby makes the following rules further to amend the Payment of Wages (Mines) Rules, 1956, the same having been previously published as required by sub-section (5) of the said section 26, namely:-

1. These rules may be called the Payment of Wages (Mines) Amendment Rules, 1961.
2. In the Payment of Wages (Mines) Rules, 1956, in rule 6 and in rule 22 after the figure "5", the figure and letter "5A" shall be inserted.

[Fac.535(9)/60]

P. D. Gaiha

(P. D. Gaiha)
Under Secretary

To
The Manager,
Government of India Press, New Delhi.

True copy.

To

The Manager

Standard 3

31-8-61

Sir,

With reference to your charge sheet No 2000
Charge sheet/61/85 dated 24/8/61 I beg to say in
my reply that which you have charge against
me that you have occupied the quarters in
Block No 65 without order. It is quite false.
I have occupied the quarters by the order of Sr
S. Pat. Rao Noid Sr. S. Pat. Rao E. E. says the
you keep in tyndal khulasa Sr. Pritham Sr.
due to this the charge sheet was read against
me. Sir, you may think yourself I am well
family, how long lady will leave with Su
man.

ii) Several persons who are junior than
me allotted with quarters alone, and I am an
old worker of your colony you may check my name
and check of those persons who are allotted. ~~Some~~
Sudarsan M. H., Saankhi Singh, pump Dival,
Kedarnath Roy, Laxmi, Seeladevi Sharma
E. F. Sada Noid Pattate M. F. Rampoo, J. M. F.
M. S. P. D.

I therefore request you to kindly open
the matter and do the needful and arrange to
allot the quarters according to the seniority and since
I am quite innocent in this matter as I have been
to register my family when I got the order by the S. P. R.
Engineer as allige.

Yours faithfully

S. Raghunath

Sept 29, 1961

Com.Chaturanan Mishra,
Coal Workers Union,
GIRIDIH, Bihar

Dear Comrade,

Thank you for yours of 27th inst.

We~~xx~~ have taken up the matter with
Shri Nanda and are sending you herewith,
copy of our representation.

Com.Dange has gone abroad for a
WFTU-convened conference on Berlin and
is expected back by the first week
of October. Since he has to attend
the Indian Labour Conference shortly
after, we do not know if he would be
able to come to Delhi on his return
from tour. However, we will write
to you on the other points on his
return to Delhi.

With greetings,

Yours fraternally,

S.L.
(Satish Loomba)
Secretary

Encl:

- 1) Arbitration - Girisidih - S.A.
- 2) Pandeshi Teli & O/S - Bokoro Colliery
Borneo.
- 3) Job description of drillers - Girisidih
20.2.60 - Interview with TSS - Chaturu
TSV

4) Ramjan Ali - Milling Mac Operator -
Baniadik - Girisidih
 (dispute of wage cut)
 Ref: 2/196/60 - LR11 - 25.7.1960

5) D.D. Ponsad and Mtd. Sobanti
 Gen. Supervisor Hd. Mechanic
 West Bokoro Colliery -
 2/189/60 / LR11 - 1-10-1960

6) Superannuation Case
 Failure Report 21(26)/58 - 16.2.59
 Co (c) Harauibay

Copy
 9/1/61

(27)

Sept 26, 1961

Com.Kalyan Roy,
Colliery Mazdoor Sabha,
G.T.Road,
ASANSOL, W.Bengal

My dear Kalyan,

As you know, the Parliament session is over and no MP is available here. KG is also out of station and will be back only on 30th. Com.Dange is away.

We could have even then met Shri Nanda but since we are not fully armed with all details, it will not be of much use. Hence we have only confined ourselves to writing to him at this stage.

An appointment was made on 13th Sept., as you know, to discuss the whole question with Shri Nanda but it is unfortunate you could not come.

In these circumstances, please suggest what further we can do.

Copy of our letter to Shri Nanda is enclosed.

With greetings,

Yours fraternally,

Su
(Satish Loomba)
Secretary

Encl:

Registered with A/S.

COAL WORKERS UNION

Reg. No. 16

A. I. T. U. C.

Head Office Giridi

I. R. No. 338 Date 28/9

A.F. - A. I. T. U. C.

P.O. Bhurkunda (Dist Hazaribagh)

File No.

Ref S/597(2)61

Date 23-9-61 19

To,

The Labour Minister

Delhi.

Sir,
I beg to inform you that the management of Saunda Colliery N.C. & C. is doing quite injustice with Shri Saideur Rahman E. Helpa. He was occupied a quarter by the order of Shri S. P. Rao (now in charge) of the said colliery, and several junior hands are allotted with quarters by the order of S. P. Rao. Shri Saideur Rahman is most senior than all.

For this the management suspended him from 26/8/61 without enquiry. An inquiry was called on 9-9-61 and it was proved that Shri Saideur Rahman is in right-point. Now the management says that Shri S. P. Rao is not competent to instruct you to occupy a quarter. This trick was played with him because he proved the matter and the management has to give the full wages for the suspension period according to the standing order no 28. Saideur Rahman is sitting idle uptill now and he was ordered to vacate the quarter. He is here with family and his home is 65 miles from here. I therefore request you to kindly take necessary action against the management and ask to pay the full wages for

O. T. O.

The suspension period and duty according to
The Standing order No 28.

Yours faithfully
Hwadh Bahari Lal
Asstt. Secretary.

Copy forwarded for necessary action as an
early date.

1. Chief Labour Commissioner Delhi
2. Regional Labour Commissioner Bhanbad.
3. Secretary A. J. T. U. C. Delhi
4. Deputy General Manager Ranchi
5. Chief Mining Engineer (K) Ranchi
6. Managing Director Ranchi
7. Dy. S. O. C. Saunda N. C. & C.

Here I am attaching the true copy of his chargesheet
inquiry copy, and reply of the Blue sheet.

Your copy

M. C. S. LTD

Office of the Chief Manager Simons
No. Sample sheet 101/99 dated 20/9/61

To

Shri. S. R. Raman.

E. Filter, Simons.

Dear Sir,

Reference the charge sheet no 61/85
dt 26.8.61 and the enquiry held on 8.9.61
(A. 9.9.61) I understand from your
deposition and that if you witnessed
that you have occupied the quarters
under alleged instruction of the Asst Engineer
Shri. S. R. Rao. The Asst Engineer is not
competent to instruct you to occupy a
quarter. Your name did not appear on the
allocation list. Hence did you obtain
any permission verbal or written from me.
As such the occupation of the quarters is
unauthorised and illegal.

The continued occupation of the
quarters by you is a serious misconduct.
If you do not vacate the quarters forthwith
you will be liable to dismissal.
Yours faithfully

1 Copy to A. S. D. Simons
for information

2 L. W. D.

Manager
Simons Colliery

True copy

To,

The Manager

Sound 3.

23-9-61.

Sir,

With reference to your charge sheet
no sim/charge sheet/61/99 dated 11-9-61 I
beg to say in my reply that I am ready
to carry out your order and I have proved
that I have not occupied the quarters illegally
now you are saying that श्री S.P. Rao is not
a competent man, you may say. but I am
saying that श्री S.P. Rao ordered to several
persons to occupy the quarters and you
appeared their names in the allocation
list. So I also did so. Sir, if you want
to vacate the quarters kindly allot me other
quarters according to your standing order
no 32 and allow me to do the duty and
arrange to pay the full wages of suspension
period according to the standing order no 28
as I am not guilty in this matter.

yours faithfully

S. Rahaman

E. Helpe.

3. The General Secretary,
All India Trade Union Congress,
4, Ashok Road, New Delhi.

A. I. T. U. C.	
I.R. No. 534	Date 26/9
File No.	Replied on
From	

No. 11(59)/61-PF.I
GOVERNMENT OF INDIA
MINISTRY OF LABOUR & EMPLOYMENT
.....

Shri P.D. Gaiha,
Under Secretary to the Government of India.

To

2710

25 SEP 1961

Dated New Delhi, the 22.9.61.

Subject:- Annual Report on the working of the Coal Mines Bonus
Scheme for the year 1959-60.

.....

Sir,

I am directed to forward herewith a copy of the Annual
Report on the working of the Coal Mines Bonus Scheme for the year
1959-60 for your information.

The receipt may kindly be acknowledged.

Yours faithfully,

P.D. Gaiha

(P.D. Gaiha)
Under Secretary

d.a.refd.to
sps 12.9.61

Lebanon

Copy with five copies of the report is forwarded to the Director, Labour Bureau, Simla with the request that an article on the salient features of the Report may be published in the next issue of the Indian Labour Gazette.

2. Copy with 200 copies of the Report to the Chief Labour Commissioner, New Delhi.

d.a.refd.to
sps 12.9.61

P.D. Gaiha
(P.D. Gaiha)
Under Secretary

The Singareni Collieries Workers' Union

REGD. NO. 7

AFFILIATED TO A. I. T. U. C.

BRANCHES :

YELLANDU
BELLAMPALLI

L. No. G.S./AITUC/1079/61

KOTHAGUDIUM COLLIERIES P. O.
ANDHRA PRADESH

Date 21st Sept. '61.

The General Secretary,
All India Trade Union Congress
No.4 Ashok Road, New Delhi.

270

A. I. T. U. C.
I. R. No. 33A.7 Date 27/9
Sl. No. Replied to

Dear Comrade,

There was firing on the cultivators of Government lands in Surampalli village of Krishna District on 10th Sept. 1961. As a result of the firings three died on the spot in the fields. The mokhasadars of the village tried to evict by force the cultivators from the Government lands and wanted to occupy the same. The cultivators resisted this. The mokhasadars having failed in all their efforts for eviction resorted to firing on the cultivators. The Vice President of the Gram Panchayat also died on the spot as the mokhasadars fired at him.

You might be aware that in Andhra Pradesh the cultivators of Government lands observed 1st August 1961 as their demand all over the State and it was a great movement.

Now with the firings and resorting to evict the cultivators by force, the movement is taking a new shape of Satyagraha. Kisan Sabha and the Agricultural Labour Unions are backing the struggles of the cultivators and the movement is spreading from Taluk to Taluk. The first shot in this movement was fired on the cultivators in Surampalli village.

On hearing the news about Surampalli firings The Singareni Collieries Workers' Union working Committee met and decided to hold a public meeting and condemn the firings.

Leaflets were distributed in the departments, On 13th Sept. 1961 a public meeting was held in Ramavaram basthi near No.2 pit.

Com.P.Satyanarayana, Vice President of the Union presided over the meeting. Com. Md.Sulaiman, Organiser, Kisan Sabha, Comrades M.Komaraiah, General Secretary and V.Rajeswar Rao, Joint Secretary of the Union addressed the gathering.

contd. ... 2.

*Info
Sent to T.U.C.*

The Singareni Collieries Workers' Union

REGD. NO. 7

AFFILIATED TO A. I. T. U. C.

BRANCHES :

Y E L L A N D U
B E L L A M P A L L I

KOTHAGUDIUM COLLIERIES P. O.

ANDHRA PRADESH

L. No.

:: - 2 - ::

Date

The speakers condemned the firings on the cultivators. They strongly criticised the attitude of the State Government which has emboldened the mokhasadars even to resort to firings. They said the State Government proved incapable of maintaining Law and Order even after knowing that the mokhasadars were planning to resort to violence.

The speakers also cited the goondaism unleashed by INTUC activists on the AITUC cadre in Belampalli Collieries. The speakers pointed out that there was no reason to believe the statement of the Chief Minister who said that by the end of the current year all the Government lands would be distributed among the landless. Hardly three days passed since the Chief Minister made the above statement, the mokhasadars fired on the cultivators and murdered three persons. The speakers made it clear that only the determined struggle by the cultivators would give them land and not the empty assurance of the Ministers who could not check the mokhasadars. They also appealed to the workers to carefully watch the developments and render all possible help to the cultivators of Government lands and thus strengthen their movement.

In the end one resolution condemning the firings on the cultivators of Surampalli and the other on attempt of murder on AITUC cadre at Belampalli by INTUC goonds were moved from the chair and passed.

The resolution demanded strong action on the culprits and protection to the cultivators in the villages and AITUC cadre in working class centres.

Yours fraternally,

M. Komariah
(M. KOMARAI AH)

GENERAL SECRETARY.

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211

September 22, 1961

Com. Shafique Khan,
Secretary,
Coal Workers Union,
No. 4 Area,
P.O. BERMO, Dt. Hazaribagh, Bihar

Dear Comrade,

Yours of 15th inst.

We have taken up the matter with the Union Minister for Steel, Mines & Fuel. Copy of our representation is enclosed, for your information.

Meanwhile, please inform us if there has been any talks with the NCDC authorities at Ranchi in this regard and the latest position in this regard.

With greetings,

Yours fraternally,

(Indrajit Gupta)
Secretary

Encl:

A. I. T. U. C.

I.R. No. 307 Date 19 SEP 1961

File No. Replied on

Ber mo

Date - 15.9.61

Dear Com. Shri G. S. ...

A serious problem has arisen here with the decision of the N.E. D.C. Ltd to abolish the contract system from 1.10.61 for which we were fighting all the way. This abolition of contract system instead of providing a ~~good~~ boon to the workers, it is going to be proved a great curse as the N.E. D.C. has decided to retrench all of them. Though they are saying that some of them will be ~~also~~ absorbed. Even if they will absorb anything after the absorptions more than 1800 workmen will be thrown out of employment as have come to know through discussion with the Chief Mining Engineer (BHU) Kargali. out of these 1800 men, 539 are permanent manual overburden removal workmen, nearly 1000 are temporary overburden workers (manual) and nearly 300 are technical hands as shovel operators, dumper operators, fitters, etc.

This heavy retrenchment is going

to have a great repercussion in
~~our~~ our area. Hence, we require
your urgent help. you please
inquire the Labour Ministry, &
Ministry of Steel, Mines & Fuel
with all the force ~~at your command~~.
at our command.

I hope, you will do the needful
at the earliest.

Note:- you will get other details
from the attached letter which I have
sent to the Labour Minister.

Yours fraternally,

Secretary
Coal workers Union
Berowra

From:- Coal Workers Union, Regd. No.16,
No.4 Area, P.O. Bermo,
Distt. Hazaribagh.

Ref. No. C.W.U.A/17/5

Dated...15.9...1961.

To:- The Hon'ble Minister for Labour &
Employment Govt. of India,
New Delhi.

Sub:- Proposed retrenchment of Over-burden removal
workers in Bokaro Coal Fields by the management
of National Coal Development Corporation Ltd.
Ranchi.

Dear Sir,

We have to inform you that the management of National Coal Development Corporation has decided to abolish the contract system at Bokaro and Kargali Collieries from 1st October, 1961 in terms of an undertaking given by it to the workmen through our Union as the workmen of this area too were pressing hard for the abolition of contract system from over-burden section both manual and mechanical. But we regret to inform you that the management of N.C.D.C. Ltd., is taking revenge from the workers for their fight for the abolition of contract system.

The N.C.D.C. Ltd., has given order to M/s Singh & Channani (P) Ltd., the contractors of Bokaro and Kargali Collieries to retrench all the 1552 permanent over-burden (manual removal) workers from the 1st of October, 1961 though it was promised by the representatives of N.C.D.C. Ltd., on 20th March, 1961 during the discussion held between them and the representatives of our Union that all the manual over-burden workers would be absorbed by them in coal section as coal cutters and loaders. For that they had given the indications of their proposed programme of absorption in coal section.

Later on also, they had promised to the workers to run the manual over-burden work departmentally from 1st October, 1961, if they failed to absorb all of them in coal section by that time.

In this connection it is to be noted that these workmen are not contractor's men in the real sense of the term. Many contractors came and went away, but the workers remained as they are permanent workmen of the collieries concerned and they are in the service of the collieries from more than 15 years. Besides that, the over-burden removal work is not of a casual nature. It is the regular feature of these collieries as these mines are open cast mines. But the management of the N.C.D.C. Ltd., is introducing heavy earth removal machineries for this work and they want to retrench these 1552 unfortunate workers in the name of mechanisation.

Besides these 1552 permanent hands, there are more than 1000 temporary hands in the service of these collieries who are also working under these contractors who are also going to lose their bread due to this callous decision of the N.C.D.C. Ltd.

Not only that, the management of the N.C.D.C. Ltd., has also decided to abolish the contract of M/s Hind Strip Mining Corporation (P) Ltd., Bermo (mechanical over-burden removal contractors) from 1.10.61. This is good. But here too the N.C.D.C. Ltd., is shirking its responsibility to absorb the retrenched workmen who are highly qualified and experienced technical hands though it requires such hands for all their work. Due to this shirking responsibility of N.C.D.C. Ltd., these experienced technical hands will be thrown out and retrenched from 1.10.61.

Contd. page no. 2.

In this way, from 1.10.61 more than 2800 workmen of Bokaro coal field (Bermo) are going to be thrown out of employment by the W.C.D.C. Ltd., which is bound to create serious repercussion.

Hence, it is earnestly requested that you please personally intervene into the matter and save such a large force of workmen going out of employment.

Thanking you in anticipation of an early action and reply.

Yours faithfully,

Shafiq Khan

Secretary,
Coal Workers Union,
Bermo.

Copy to:-

- (1) Chief Labour Commissioner (C)
Delhi
- ✓ (2) Secretary, A.J.T.U.C., New Delhi

INDRAJIT GUPTA,

MOST IMMEDIATE

4 Ashok Road,
New Delhi 1

September 22, 1961

My dear Sardar Swaran Singh,

I am writing to draw your urgent attention to the situation created at the Bokaro and Kargali collieries as a result of the NCDC's decision to abolish the contract system with effect from 1st October, 1961. If this decision is implemented, it will mean mass unemployment for 1,552 permanent and about 1,000 temporary workers who had so far been working in these collieries for more than 15 years. This is an alarming situation.

In this respect, I enclose herewith for your information a copy of a recent representation made by the Coal Workers' Union, Bermo, Hazaribagh Dt., to the Labour Ministry also. However, I feel that this is a matter in which your Ministry is more directly concerned.

The irony of the situation is that these very workers have been agitating for a long time for abolition of the contract system and for their absorption as regular workers under the NCDC itself. They had been assured by NCDC representatives in March 1961 that all the 1,552 permanent hands would be absorbed by them as coal-cutters and loaders. Yet, now, when it has been decided to end the contract system, the NCDC has directed the contractors to retrench all these

The same situation is about to be repeated in the case of about 300 technical hands hitherto employed on mechanical over-burden removal work by yet another contractor firm.

INDRAJIT GUPTA

page two

Such large-scale retrenchment would mean untold hardship to thousands of workers and their dependants, besides being a sad wastage of experienced and trained man-power. I would, therefore, earnestly request you to look into the matter with sympathy and at least to see that the NCDC defers for some time the date at present fixed for the retrenchment to become operative, viz., 1.10.61. In the interim period, proper discussions could be held between all interests concerned to secure implementation of the NCDC's previous assurances of suitable absorption of these workers.

With kind regards,

Yours sincerely,

Encl:

(Indrajit Gupta)

Sardar Swaran Singh,
Minister for Steel, Mines & Fuel,
Government of India,
New Delhi.

COPY

COAL WORKERS UNION (REGD)
No.4 Area, P.O.Bermo
Dt.Hazaribagh

Ref.No.CWD/G/9/8
15th September 1961

To
The Hon'ble Minister for Labour & Employment,
Government of India,
New Delhi

Sub: Proposed retrenchment of over-burden removal workers in Bokaro Coalfields by the management of National Coal Development Corporation Ltd., Ranchi.

Dear Sir,

We have to inform you that the management of National Coal Development Corporation has decided to abolish the contract system at Bokaro and Kargali collieries from 1st October, 1961, in terms of an undertaking given by it to the workmen through our Union, as the workmen of this area too were pressing hard for the abolition of contract system from overburden section, both manual and mechanical. But we regret to inform you that the management of the NCDC Ltd., is taking revenge from the workers for their fight for the abolition of the contract system.

The NCDC Ltd., has given order to M/s. Singh & Chanchani (P) Ltd., the contractors of Bokaro and Kargali collieries to retrench all the 1552 permanent overburden (manual removal) workers from the 1st of October 1961, though it was promised by the representatives of NCDC Ltd., on 20th March 1961 during the discussions held between them and representatives of our Union that all the manual overburden workers would be absorbed by them in coal section as coal-cutters and loaders. For that, they had given the indications of their phased programme of absorption in coal section.

Later on also, they had promised to the workers to run the manual overburden work departmentally from 1st October 1961 if they failed to absorb all of them in coal section by that time.

In this connection, it is to be noted that these workmen are not contractor's men in the real sense of the term. Many contractors came and went away, but the workers remained as they are permanent workmen of the collieries concerned and they are in the service of the collieries for more than 15 years. Besides that, the overburden removal work is not of a casual nature. It is the regular feature of these collieries as these mines are open cast mines. But the management of the NCDC Ltd., is introducing heavy earth-removal machinery for this work and they want to retrench these 1552 unfortunate workers in the name of mechanisation.

Besides these 1552 permanent hands, there are more than 1000 temporary hands in the service of these collieries who are also working under these contractors who are also going to lose their bread due to this callous decision of the NCDC.

Not only that, the management of the NCDC Ltd., had also decided to abolish the contract of M/s.Hind Strip Mining Corporation (P) Ltd., Bermo (overburden removal contractors) from 1.10.61. This is good. But here too, the retrenched workmen who are highly qualified and experienced technical hands though it requires such hands for all their projects. Due to this shirking responsibility of NCDC, at least 300 experienced technical hands will be thrown out of employment and retrenched from 1.10.61.

In this way, from 1.10.61, more than 2800 workmen of Bokaro coalfields (Berma) are going to be thrown out of employment by the NCDC Ltd., which is bound to create serious repercussion.

Hence, it is earnestly requested that you please personally intervene into the matter and save such a large force of workmen going out of employment.

Thanking you,

Yours faithfully,

Sd.

(Shafique Khan)
Secretary

A. I. T. U. C.
I.R. No. 3290. Date... 22/9.....
File No..... Ref. No.....
INDIAN RAIL WORKERS FEDERATION.

Near Lack & Co.,
P.O. Dhanbad.

19th September, 1961.

Dear Com. Srivastava,

The workers of Fuel Research Institute at Digwadih are trying to revive the Branch of the C.S.I.R. Union (Registered at Delhi). Their letter to the General Secretary is attached herewith for your information. We are not so sure about the address and as such we want to inform Com. C.P. Mehta through you. There is a Workshop and Pilot Plant in Digwadih where more than 1500 workers work. The Branch is being revived through the initiative of these workers mainly. We would, therefore, request you to inform Com. Mehta to keep in touch with this branch and supply them the copy of the constitution etc.

With greetings.

Yours comradely,

Chirmoy Mukherjee
(Chirmoy Mukherjee).

Com. H.G. Srivastava,
Secretary, A.I.T.U.C.,
4, Ashoke Road,
New Delhi.

Pl. send the address of
Com. Mehta to this
comrade.
Also write to Com. Mehta
in the copy of these comrade
to help them.
S.S.

Cool Homes
file
PLT

879161

- 70
1. Lamps
 2. Cases after Apr 1912
 3. Depari typew. 25/ —
27/ —
 4. Logs.

H. E. L.

Please Ask Mr. Benerji (S.H.) to see the H. E. L. Problem
write a letter in detail to Mr. P. J. & Mr. P. J. Secretary.
Also send the questions raised in parliament
& whether he has written letters he promised
to write re: H. E. L. to Authorities.

He may send Parliament question & answer to Mr. Benerji or Mr. P. J.

— Also, if possible publish question raised in
parliament re: H. E. L. in T. U. Record.

"New Age" weekly, New Delhi.

Jamshedpur 30.9.1961

NEWS FOR PUBLICATION:

278

500 peasants and workers from the villages of Ghatsilla Thana and the Indian Copper Corporation's Factory at Moubhandar demonstrated yesterday in pouring rains on a Charter of 12 demands concerning the peasants and workers of that area. The demonstration paraded Moubhandar and the Ghatsilla Town area, terminating in the Dak Bungalow Maidan at Ghatsilla, where a meeting was also held.

The demonstration was led by Shri Bista Soren, General Secretary of the Singhbhum District Kisan Sabha and Mukhia of of the Kakrisole Gram Panchayat and Shri Satyanarayan Singh, General Secretary of the Indian Copper Corporation Workers' Union, having been jointly organised by the Kisan Sabha and the Indian Copper Corporation Workers' Union.

The meeting passed resolutions, demanding among others,

1. Survey Parcha should be in Bengali;
2. Provision of Education in Santhali to Santhali children;
3. Adequate and immediate compensation to the peasants whose land has been acquired for the construction of the National Highway and the houses of peasants in the Jadugom Mines Area;
4. Withdrawal of Lay-off in the Indian Copper Corporation's Factory;
5. Restoration of the rights of the peasants over fallow lands, forest lands and Grazing lands as incorporated in Khatian No. 2;
6. Arrangements for technical training of the local youths;
7. End of corrupt practices against which numerous petitions have been submitted to higher authorities without any results.

Meeting was presided over by Shri Bista Soren and among others, by Shri Ali Anjad, Secretary of the Singhbhum District Communist Party and Dr. U Misra, Vice President of the Jamshedpur Mazdoor Union.

.....
.....

Colliery Mazdur Sabha
G.T.Road
Asansol



For Publication

dt: 29th September, 1961.

Editor,

New Age

URGENT

A delegation led by Com. Kalyan Roy and Sunil Sen, on behalf of the Indian Mine Workers' Federation and the Colliery Mazdur Sabha, met Shri Kalipada Mukherji, Home Minister, West Bengal, at Asansol and had a long discussion with him on the 28th September, Thursday, morning.

During the discussion, Sub Divisional Officer and other senior Police Officials of the Burdwan district, S.P., Addl. S.P. were present.

Shri Mukherji, it is reported, has come to enquire the situation of the Asansol-Raniganj coal belt which has greatly deteriorated during last one year.

Prior to his visit, numerous representations were made to Dr. B.C.Roy & the Home Minister regarding serious situation in the coal belt, demanding immediate intervention. Although similar representations were made to the Union Labour Ministry, except for a few hours' visit of Shri L.N.Mishra, Deputy Labour Minister, Union Government, the Union Labour Ministry has maintained an attitude of "indifference" to this belt.

In the course of discussion with Shri Mukherji, Shri Roy pointed out that the basic cause of unrest in this belt is the mediavael attitude of mine owners who are not prepared to accept trade unionism, nor prepared to implement properly the labour laws, mining regulations and others awards etc. Puppert unions are put up over night by the mine owners who force the miners to join it or face dismissal; and whenever the miners make any attempt either to organise or replace these unions in order to secure a better living condition, the mine owners with the help of these puppet unions resort to plain goondasism and give it a colour of "trade union rivalry."

The second cause is the attitude of the Union Labour Ministry which is one of supreme indifference to this belt. All attention has been paid to Dhanbad region, completely ignoring the vast belt of Raniganj. Further, he pointed out that the Industrial Relations Machinery of the coal belt is being completely dominated by the mine owners and the present machinery is actually working in collusion with employers and miserably failed to settle any disputes, big or small. This has resulted in great frustration and anger and spread unrest. Unless the present machinery is thoroughly overhauled and a complete separate machinery with a separate Regional Labour Commissioner is set up immediately for this belt, the labour management relations "will take a worst turn", he warned.

(two)

For Publication

Shri Roy also presented a memorandum to show how local thana officers are implicating union leaders and workers in false cases and making any trade union work practically impossible. Workers have been beaten, assaulted and forcibly evicted from their quarters before the very eyes of police; but instead of taking any action against the goondas, the police have arrested the workers in a mass scale. It is on the support of local police that the mine owners have been able to terrorise the workers, he added.

Shri Mukerhji told that as the coal mining is completely in the jurisdiction of the Centre, so the West Bengal Government is not in a position to do anything in trade union disputes. However, he also informed that the State Government is corresponding with the Centre regarding the Industrial Relations Machinery in this belt.

Pointing out to the transfer of all police officials of the Ondal thana, he assured that the Police will not lend any support to mine owners against trade unionism in this belt. He said that trade unionism has come to stay in the coal belt and no power can dislodge it.

Shri Mukerji, it is reported, will visit some of the collieries in course of his two days visit.

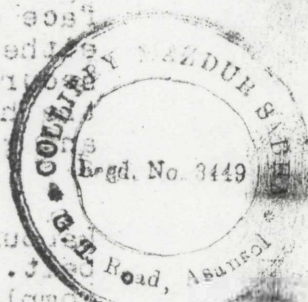
A copy of this

is being sent to the

Minister for

Publicity

(Kalyan Roy)



The second cause is the attitude of the Union...
our Ministry which is one of supreme indifference...
All attention has been paid to the...
completely ignoring the...
he pointed out that the...
of the coal belt is...
mine owners and the...
in collusion with...
settle any disputes...
great frustration...
present machinery...
separate machinery...
Commissioner is set up...
labour management...
warned.

Name of colliery	1960-61 total cases	Number of workers involved	Number of cases acquitted.
1. Sri Auritnagar Selected colliery	12 cases	25 workmen	7 cases
2. North Pro A colliery	5 cases	24 workmen	5 cases
3. Khas Chaitalpur colliery	2 cases	6 workmen	2 cases
4. Chapul Khas colliery	2 cases	22 workmen	1 case
5. Dhezo Main colliery	6 cases	31 workmen	5 cases
6. Modern Satgram colliery	23 cases	107 workmen	2 acquittal cases
7. East Nisaha colliery	3 cases	61 workmen	
8. Searsole colliery	5 cases	30 workmen	5 cases
9. Khas Rajora colliery	1 case	56 workmen	
10. Belbaid colliery	8 cases	55 workmen	6 cases.

Pending cases against important office bearers of the Colliery
Mazdur Sabha:-

1. Shri Kalyan Roy; 4 cases. Modern Satgram colliery
2. Shri B.N.Tewary; 6 cases of Modern Satgram colliery
Real Jastad colliery.
3. Shri Sunil Sen; 5 cases of Modern Satgram &
Sri Auritnagar Selected.
4. Shri T.N.Srivastava; 3 cases of Modern Satgram.
5. Shri Khas Banerji; 4 cases of Modern Satgram.

Pending at present ... Police Station ... comments.

1. 5 cases ... Raniganj Police station ... Not a single case was
launched on the complaint
of the union or workers.
2. none ... do
3. none ... do
4. 1 case ... do
5. 1 case ... Asansol police station... some cases were withdrawn
following compromise.
6. 21 cases ... Jamuria Police station .. out of hundreds of
complaints, only one case
was stated against the
management.
7. 3 cases
(One in High Court) .. Raniganj P.S. ..
8. Searsole colliery
none
9. Khas Rajora colliery .. Ondal P.S.
(one case pending)
10. 1 case .. ~~Modern Satgram~~
Jamuria P.S.



Dated Ledo 30/9/61.

From :- Sri K.L. Mukerji
Vice-president &
Assam Coal Miners Workers Union,
Ledo.

To - Sri Teja Sing Shani,
Deputy Secretary, Govt: of India,
New Delhi.

Subject:- 67 dismissed miners under the A.R. & T. Co. Ltd
Margherita, Assam.

Dear Sir,

As per your talks with the undersigned and Sri K.G. Srivastav, Secretary A.I.T.U.C, on 5th Sep:1961, nothing has yet been communicated to the Union in relation to the dismissed miners. Neither the assurance from the R.L.C, Calcutta of taking action in this regard has yet been visible.

Keeping this case pending for indefinite period has allowed these British Employers a free scope to let loose their aggressive designs against the wretched miners whether in service or dismissed, in move.

The role of the Labour Inspector (C) Dibrugarh has been reduced to the role of a Post Box, only to send the Company's opinion to the Union against their complaints.

Whereas the cases referred to by the I.N.T.U.C Union are taken up by the Labour Inspector for conciliation immediately.

The said Labour Inspector is not hesitating to direct workers to approach the I.N.T.U.C Union's Secretary Sri Bhadrachar Bhadraswar Saengar for having a favourable settlement of their cases.

May the undersigned expect a check to such anti-labour activities, and expeditious action in favour of the dismissed workers from the side of your good office.

Further, to request your kindness to take a favourable action to direct the employers for extending medical aid to the dismissed workers specially whose appeals are kept pending.

Awaiting for your early action.

Yours faithfully

K. L. Mukerji

Vice-president.

Copy forwarded to Com K.G. Srivastav, Secretary
A.I.T.U.C. New Delhi for information and
action.



C-3



INDIAN POSTS AND TELEGRAPHS DEPARTMENT

No. _____ A. I. T. U. C.

Received here at _____ H. _____ M. L. R. No. 3370 Date 29 SEP 1961

File No. _____

O KG 5 BEIMO 27

AI TUBONG ND.

... CONTRACTORS OF N C D C NAMELY HIND STRIP MINING CORPN AND SINGH AND CHANCHANI REFUSING PAYMENT RETRENCHMENT COMPENSATION STOP AS CONTRACT TERMINAL 30 SEPT REQUEST IMMEDIATE MINISTER LEVEL INTERVENTION STOPPING ANY PAYMENT CONTRACTORS BILL TILL FINAL SETTLEMENT WORKERS DUES . CHATURANAN MISHRA GENERAL GENERAL SECY COAL WORKERS UNION.

07

10/00.

The sequence of entries at the beginning of this telegram is—class of telegram, time handed in, serial number (in the case of foreign telegrams only), office of origin, date, service instructions (if any) number of words.

This form must accompany any enquiry respecting this telegram.

MGIFPAh.—660—A-7-59—89,210 Bks.

A. I. T. U. C
I.R.N. 3320 Date 12.9 SEP 1961...
File No.....Repetition.....

Berno
27/9

Dear Gov. K. J.

On the 24th of sep. we had a discussion with the C.M.E. and the S.G.M. of the N.C.D.C. and it was settled that all the manual workers under the Contractor M/s Singh and Chanchani will be retained by the N.C.D.C. It is also ~~to be~~ likely ^{to be} settled that for the period of their services under the Contractor either they will be paid compensation or the period of services will be recognised by the N.C.D.C. but it has not yet been finalised.

The greatest hurdle is with regard to the Mechanised workers of Hind Strip Mining Corporation a Contractor of N.C.D.C. The Contract is terminating on the 30th but the workers are not retained. Fresh hands were appointed months ago directly under the Administration. The ^{N.C.D.C.} Administration holds that they were not responsible for Contractor's labour. The fact is that Hind Strip was a Contractor of N.C.D.C. but the workers were under the same standing orders. Please find out what is the legal position. I think that the last come first go principle is being violated. In any case some 800 most skilled mechanical Mining ~~can~~ workers are being dishanded for want of planning. N.C.D.C. promises that they will be given first preference whenever vacancy occurs but it is a remote thing. There is division amongst the workers and hence direct action becoming difficult though we are trying for that.

On the question of payment of certain dues I have already sent you ^{a copy of the} telegram ~~to~~ to Labour Minister & Minister for Steel, Mines and Fuel. Similar telegrams were sent to M.D. of the N.C.D.C. The copy of the ~~letter~~ letter to Dy C.M.E. is being sent to you for taking up the matter with ^{of the contractors} Sri Nandajee. See that all the Bills are stopped and if possible for the determining the workers dues ~~an~~ an arbitrator is appointed. As M.D. S.G.M. are leaving for Delhi it is not possible for us to take up the matter prior to 7th October which will be too late and particularly as I am unable to

received
24.9.61
27.9.61

more much.

Couo - range told me to write to him in the
end of Sep. 1961 at least to know what can be done
for N.C.D.C. organisation along which I told him I
have already engaged two new whole timers namely
1) Sri Shivanandau Jha & 2) Sri Ramlakshau Singh. Third Couo.
Swraj is on his way to Poona as he informs. I
need 4 more ^{to pay them} for the time being as recently after coming
from Selhi we have extended to Giddi Colliery
also. I am afraid in taking more w. times as
the problem of family allowance will create
bad relation if I fail ^{to pay them} and hence ask Couo. range
when he wants me to ^{come to Selhi} for finalising
it. Cadres, I will manage myself. I am
eagerly awaiting him. ~~of letter~~ After hearing
from him only I will take up Layal Colliery & N.C.D.C.
and in the meantime the unknown cadres of these
places are being asked to prepare themselves
for direct movement.

Awaiting your reply to Giddi address.

yours.

Chaturama

50/- are sent to
Janta of 4 w.t.
but some handover.
Mls

To

-: S :-

The Dy. Chief Mining Engineer,
N.C.D.C. Ltd., Kargali.

Sub:- Question of retrenchment and clearing off the
of the Hind Strip workers.

Dear Sir, I refer our discussion on the 24th Sept. 1961 in the presence of Dy. C.M. and the Chief Mining Engineer (Kargali) on the issue of retrenchment of Hind Strip Mining Corporation workers and as since then new situation has arisen and the C.M.E. has left for Ranchi meeting and the M.D. and D.G.M. will be leaving for Board meeting I request you to convey the following message to the M.D. & D.G.M. on telephone so that they may be able to discuss the things with the C.M.E. who is already there:-

Hind Strip Mining Corporation has not paid out the following long standing dues of the workers and as such any payment of bills to the Hind Strip Mining Corporation be immediately stopped and the N.C.D.C. which is legally bound to pay the workers is also to see that payment is made to the workers as per terms and of the award and the contract should ensure the payment of the same at an early date and in case we differ on the question of amount of workers legal dues the matter be referred jointly to an arbitrator and in any case in the meantime the bills of the H.S.M.C. be withheld. The following are the dues:-

- a). Non-payment of two instalments of arrears of overtime Bonus.
- b). Non-payment of ten annas per day compensation in lieu of food and cash concession as awarded by the L.A.T. The N.C.D.C. determined this value as ₹-12/8 per day and hence it is to be seen what is there in the agreement of the contract.
- c). Non-payment of Bonus of overtime since Decr. 1960.
- d). Short payment made to the workers due to faulty implementation of agreement with regard to mechanised workers.
- e). Wages of suspension period of (1) Kesar Singh (2) Raghu Ram (3) Fida Hussain, Kem Singh China and others.
- f). Non-payment of Bonus of nine instalments of arrears of wages as per L.A.T. award.

2). The contract of the Hind Strip Mining Corpn. is ending on 30th. Sept. 1961 and the full charge is to be handed over to the N.C.D.C. Ltd. by the 7th. or 8th. of October, 1961 but the Hind Strip Mining Corpn., has not issued any notice to the effect to the workers. There is persisting rumour that H.S.M.C. will transfer its staff to Hatia or some such other projects but as those areas are not mining concern and the service conditions will be changed and there are precedents that H.S.M.C. transfers its staff to a lonely place and the terminates their services without any making payment of their dues. In view of all these total retrenchment compensation be paid out here and now before the machineries are removed from the field and the N.C.D.C. guarantees the payment within 48 hours of the termination of the contract as provided in the law failing which workers will not allow the removal of the machineries from the field. In order to avoid the unnecessary complication the matter be settled before termination of the contract.

3). As D.G.M. said in the last meeting a full list of the H.S.M.C. workers be immediately prepared by the N.C.D.C. and a total on any fresh recruitment from outside till the H.S.M.C. workers are absorbed be imposed in N.C.D.C. It is needless to say that they are highly trained people and N.C.D.C. by absorbing them will be highly benefited. There are lots of cases in N.C.D.C. when due to nepotism & corruption in appointments fake certificate holders have been appointed resulting into less than 50% of output of the capacity. N.C.D.C. should give us a time limit within which H.S.M.C. workers will be absorbed and a plan be chalked out for that.

F.T.O.

The Dy. Chief Mining Engineer,
K.C.D.C. Ltd., Kharidi.

4). The K.C.D.C. should take up the responsibility if the C.M.P.F. deposits of these workmen have been duly made.

5). With regard to the manual workers under Singh & Chanchani, it has already been decided that they will be taken up in K.C.D.C. directly but it should be made clear that the period of services rendered under the contractor will be counted as the period of service under the K.C.D.C. as provided under the law failing which due compensation of the services under the contractor be made within 48 hours of the termination of contract, as provided in the law and any payment of bill to the Singh & Chanchani be immediately stopped. There is precedent that when the contract system in coal mining terminated neither the contractor paid any compensation nor K.C.D.C. recognised the period of services rendered under contractor. The matter be decided before 30th of September, 1961, failing which the workmen will resort to direct action. Requesting an early finalisation of these points from the Director.

Yours faithfully,

General Secretary

Coal Workers Union, L. M. Co.

Copy to :-

- 1). M/s. H.S.M.C. Ltd. Bermo.
- 2). S.D.O. Giridih.
- 3). M/s. Singh & Chanchani, Bermo.
- 4). K.C.D.C. Dhanbad.
- 5). Conciliation Officer, Hazari Bazar.
- 6). A.I.T.U.C., for direct representation to

Non-payment of wages as per L.T. award.
 The contract of the Mine Staffing Agency, Bermo, on 31st. Sept. 1961 and the full charge is to be handed over to the K.C.D.C. Ltd. by the 1st. or 8th. of October, 1961 but the Mine Staffing Agency, has not issued any notice to the effect to the workmen. There is persisting rumor that K.C.D.C. will transfer all staff of the Mine Staffing Agency to other projects but as these rumors are not binding on the Mine Staffing Agency and the service conditions will be changed and there are precedents that K.C.D.C. transfers the staff to a newly placed and terminated their services without any making payment of their dues. In view of all these total retrenchment compensation be paid out before the removal of the machinery and removed from the field as the K.C.D.C. guaranteed the payment within 48 hours of the termination of the contract as provided in the law failing which workers will not allow the removal of the machinery from the field. In order to avoid the necessary completion the action be settled before termination of the contract.

As K.C.D.C. said in the last meeting a full list of K.C.D.C. workers be immediately prepared by the K.C.D.C. and a list on any fresh recruitment from outside till the K.C.D.C. workers are absorbed be imposed in K.C.D.C. It is necessary to see that the highly trained people and K.C.D.C. of absorbing them will be benefited. There are lots of cases in K.C.D.C. when new recruits in appointments take certificates which have been issued resulting into less than 50% of output of the equipment. It should give as a time limit within which K.C.D.C. workers should be absorbed and a plan be chalked out for that.

A. I. T. U. C.
I. P. No. 3300
2579

270

Jh

No. 535/9/60/Fac.
Government of India
Ministry of Labour & Employment

21 SEP 1961

From
Shri P. D. Gaiha,
Under Secretary to the Government of India.

To
All the State Governments and the Centrally Administered Areas.

Dated New Delhi, the 14.9.61.

Subject:- Amendment of Rules 6 and 22 of the Payment of Wages (Mines) Rules, 1956.

Sir,
I am directed to enclose a copy of this Ministry's Notification of even number dated the 31st August, 1961, for your information.

Yours faithfully,
[Signature]
for Under Secretary.

Copy with enclosures also to:-

[Signature]
for Under Secretary.

- 28. The General Secretary, The All India Trade Union Congress,
4, Ashok Road, New Delhi.

INDIAN MINING ASSOCIATION
INDIAN MINING FEDERATION
INDIAN COLLIERY OWNERS' ASSOCIATION
MADHYA PRADESH MINING ASSOCIATION

Please reply to :- Secretary,

Joint Working Committee
6, Netaji Subhas Road

Tele. 22 - 5638

Calcutta 1,

12th September, 1961.

Note on a Bipartite Meeting held at 11.30 a.m. on
25th August, 1961, in the rooms of the Bengal
Chamber of Commerce and Industry

PRESENT :-

Mr. P. Prashad	-	Indian Mining Association
" A.A.G. Weir	-	-do-
" R. Lall	-	-do-
" J.L. Laing	-	-do-
" P.A. Chanchani	-	Indian Mining Federation
" M. Das	-	-do-
" S.B. Goenka	-	-do-
" B.S. Sethia	-	-do-
" N.M. Chauhan	-	Indian Colliery Owners Association
" L.J. Pathak	-	-do-
" R.L. Worah	-	-do-
" D.B. Ravel	-	-do-
" Keshab Banerjee	-	I.N.T.U.C.
" Kanti Mehta	-	I.N.T.U.C.
" Kalyan Shankar Roy	-	A.I.T.U.C.
" Deven Sen	-	H.M.S.
" Mahesh Desai	-	H.M.S.
" Basudeb Paul	-	H.M.S.
" N.N. Sinha	-	H.M.S.

Mr. P. Prashad welcomed the representatives of labour to this meeting which he described as a new approach to relations between management and labour in the coal industry. He recalled that previous meetings had been on a tripartite basis and noted that it now appeared to be Government's wish that

the preliminary discussions should be on a bipartite basis. He then invited the representatives of labour to give their views in order to ascertain the areas to be discussed. Mr. Deven Sen recalled that at the last meeting of the Industrial Committee on Coal Mining it had been agreed that this meeting should take place to discuss the possibilities of wage revision. The employers had asked for workers' representatives to indicate the nature and extent of their wage demands and he submitted a written memorandum, a copy of which is attached for reference. He expressed the view that it was clear that there was a need for revision, but the disputed point was the level of increase which should be granted. He then reviewed the memorandum, drawing attention to its salient features. He recalled that the Appellate Tribunal had recommended a wage structure which would induce the workers to produce more in order to achieve the coal production targets. This recommendation was even more applicable at the present time when the 3rd Five Year Plan envisaged a large increase of about 89% in production and he expressed the view that it would be impossible to reach the target without a revision in the present wage structure.

He then referred to the criticism of the existing scales of pay expressed in the Memorandum and pointed out that although the bulk of the piece rated workers in the industry were included in categories V and VI, their basic wages were only Rs.32-8-0 and Rs.34-2-0. He had examined the wage structures in many other industries and no other industry had basic wages of between Rs.27 and Rs.35 for so many workers.

He also insisted that there were too many categories of jobs and that the existing categorisation was unscientific and recommended that it should follow the distinction between unskilled,

semi-skilled, skilled and highly skilled, which was found in other countries.

He drew attention to the fact that dearness allowance for categories III, IV, V & VI, was the same, that the distinction between categories VII and categories VIII and IX was only Rs.1 and there was in fact no distinction between categories VIII and IX. He pointed out that the differentials were very small and insisted that in no other industry was the dearness allowance so low.

He maintained that the grades and time scales brought into force four years after the Award and two years after the time limit set by the Award gave very little real benefit to the workmen. At the same time the peice rated workers received no benefit at all, a fact for which he could find no explanation.

He added that his criticisms of the scales of pay applied to other categories of employees and pointed out that some collieries had already increased the wages of clerical staff and of mining sirdars.

He recalled that the Fifteenth Labour Conference had defined what should be the minimum wage for workers and expressed the view that this should be the model on which miners' wages should be based, keeping in view firstly, the fact that miners were working in pecualiarly difficult conditions and that in other countries this was recognised by miners receiving higher wages than other workers, secondly, that production was being increased and would have to be increased to an even greater extent, thirdly, that coal share prices had increased and finally that the index of consumer prices had also increased. He therefore recommended that the minimum guaranteed wage for miners should be at least Rs.125 on the basis of 1959 prices.

He then quoted the following comment in the Statesman of 21st August, 1961, on the Reserve Bank of India's report for the Financial Year 1960-61, "Boom conditions were witnessed in the stock and capital markets in 1960 and activity on the new issued market was on an unusual scale; the investment market on the whole remained in good shape". He also quoted from the Investors' Guide of India, which had commented that, "Over the year 1960, the index of coal share prices increased from 104.8 to 117.4 (1952-53 equals 100) and continued rising briskly during the first two months of 1961. In the course of a single year, the picture in coal has changed beyond recognition; there is no obvious reason why it should not go on doing so for at least the duration of the Third Plan". He also quoted the Index of variable Dividend in Industrial Concerns from which it appeared that dividends had increased to a greater extent in the Coal Industry than in the Cotton Textile Industry. He also referred to the increase in the prices of coal. He also drew attention to the fact that the Coal Industry's contribution to the national income had more than doubled while the national income had only increased in roughly the same period by 34.7%.

Finally he pointed out that the output per man-shift for underground workers had been taken to be seventeen hundred weights per man-shift by the All-India Industrial Tribunal, but he was of the view that this had now increased to 35 or 40 hundredweights.

He also referred to the demand made in the Memorandum that the Provident Fund Contributions should be increased from $6\frac{1}{4}\%$ to $8\frac{1}{3}\%$.

He admitted that there might be mistakes in the figures which he had quoted, but these would not be large.

He concluded by remarking that he considered that this was the time for a bold step towards meeting the workers' wage claims. Though everything appeared to be calm and peaceful on the surface in the coalfield areas, the workers were in the same mood as they had been in 1956 prior to the general strike in the Ranigunj Coalfield. He accordingly asked for definite indications from employers' representatives as to what wage increases they would be prepared to recommend to Government.

Mr. Prashad pointed out that the employers in the coal industry were meeting the labour representatives at the instance of Government and that they could only assess the impact of the increases wages suggested by the labour representatives on the cost of production. The fixed price structure of the Industry prevented the employers making any commitment. It appeared that Mr. Sen wished the employers to indicate to what extent and in what manner an agreed approach might be made to Government, but warned that the management and labour might be accused of collusion by Government. He then invited the other representatives to a general discussion on the various points at issue.

Mr. Kalyan Roy insisted that the basis for negotiation should be ^{the} recommendations of the 15th Labour Conference which had considered, item by item, the various costs put forward by the workers. He therefore invited the employers to give practical shape to this theory by implementing its major recommendations. He recalled that the decisions of the 15th Labour Conference had been agreed decisions and were therefore a useful basis, although there might be aspects of these decisions with which the employers and the workers did not agree.

The question now arose as to how to implement the decisions in the coal industry. As these decisions were taken in 1959, they would have to be considered in the light of present

day costs and he suggested that a minimum wage of between Rs.150 and Rs.220 should be laid down for category I employees. The decisions of the Textile Wage Board should also be kept in view and consideration should also be given to the hard nature of work done by miners.

He insisted that the workers' claims for wages were not conditional upon the Industry's capacity to pay increased wages. He was not concerned with how the management would meet their commitments and considered that it was their duty to find means to meet the demands which had been made. He also insisted that he could not accept the published balance sheets of companies as these had been prepared by the managements without consultation with the workers and could therefore not be accepted as a basis for discussion.

He also clarified that the present demand was not for merely piecemeal increases in the wages of the various categories of workers but was a demand for a review of the entire categorisation in the Industry. He also asked for a reduction in the work load, the introduction of a profit sharing bonus, reduction in working hours (to bring Indian workers into line with workers in other countries, at least so far as underground workers were concerned), introduction of gratuities and pensions, improvement in housing facilities (though he appreciated that Mr. Prashad had insisted at a previous meeting that there should be no compulsion in this regard), increased annual leave and additional holidays with pay. He recalled that the previous award had expired in 1959 and that the workers' additional demands had been rejected by the arbitrator, and that the workers had been patient up till now. He therefore suggested that the employers should come to an agreement as to the improved facilities which should be given.

Mr. Kanti Mehta agreed with what had been said by his colleagues and recalled that labour's views had been expressed in a memorandum submitted to the Industrial Committee on Coal Mining. He considered that it would be in the interests of all concerned for something to be done for the workers, especially as the targets for coal production had to be met. He considered that it was the duty of the management not only to consider the technical means of production, but also to ensure that the human element was not neglected by satisfying the workers reasonable demands. The principles for wage fixation had been indicated at the 15th Labour Conference and he considered that this was the time for a positive and big step forward towards full implementation of these recommendations.

He insisted that the element of dearness allowance should be as small as possible in relation to the basic wage and that there should be as few categories as possible, as was the case in other countries. Piecerate workers had not also received a fair deal. If piece work were to be encouraged, it was high time that an incentive should be given. Workers should also be given a guaranteed wage and the position of supervisory staff and clerical staff should be reviewed. Labour's demands for gratuities and pensions had been mentioned at the Safety Conference and he considered this to be a most necessary benefit as pension schemes were prevalent throughout the world for miners in view of the nature of the work which they undertake. He considered that a reduction in working hours would be in the overall interests of production.

He concluded by maintaining that it was not only the duty of the employers to obtain loans from abroad, but it was also their duty to convince Government that something should be done for the workers in order to ensure peace in the Industry

and raise the national income.

Mr. Prashad thanked the speakers for their clear exposition of the wage increases they had in mind and agreed that the targets for production had to be reached, otherwise the entire infra-structure of the Third Five Year Plan would be prejudiced. Mr. Kalyan Roy had explained that it was not a matter for labour to find out whether the Industry could afford the wage increases demanded and, similarly, it was not the principal concern of the Industry to ascertain the effect of increased costs on the economy of the country. It was, however, the duty of the Industry to assess the impact on costs of production. As regards provident fund contributions, he referred to a statement in Parliament from which it had appeared that a decision on this subject would be made known before the end of the year. The employers' representatives could work out the approximate cost of production per ton of the increased demand and place the figures before Government with the comment that attention should be paid to these demands to ensure peace within the Industry. He insisted, however, that only Government could judge finally on the extent to which these demands could be met.

Mr. Sen considered that it was also necessary for the Industry to recommend to Government to what extent it considered that labour's demands were just, and to what extent these would have to be conceded to ensure peace in the Industry. Mr. Prashad recalled that there was a danger that management and labour might be accused of collusion and of blackmailing Government to grant increased wage facilities which the economy of the country could not really afford.

Mr. Kanti Mehta asked the employers' representatives to consider what wage increases could be granted on the supposition

that the price of coal was not controlled as employers should have some idea as to what employees deserved in the context of present day wages and prices. He thought that discussion should not proceed on the basis that Government would not alter its decision about price increases, and referred to the awards of the wage boards in the sugar and cement and textile industries. Mr. Sen suggested that if the Industry made its views known as to the legitimacy of labour's demands, then Government would be more favourably disposed to consider them. He therefore invited the employers to consider not only the impact on costs of the workers' demands, but also the impact on costs of implementing the wage concessions which the industry considered would be acceptable to the workers and would therefore result in industrial peace. Mr. Roy pointed out that the labour representatives had made known their views but thought that Mr. Prashad's mind was still mysterious and asked for a clear expression of the Industry's views.

Mr. Prashad insisted that he had expressed the Industry's views as clearly as he could in the circumstances. He personally had every sympathy with the workers' right to put forward their demands and explained that the Industry was willing to concede whatever was demanded provided the increases in costs were fully neutralised though an appropriate increase in coal prices, although there might, of course, be a few demands which could not reasonably be conceded. Mr. Roy suggested that the representatives of management and labour should reach an agreement as to the wage increases which should be granted. Mr. Prashad repeated his warning as to the danger of being accused of collusion. Elsewhere agreements between management and labour were not referred to as collusion but as an essential element for a peaceful industry. Mr. Prashad further clarified

that the present price structure of the Industry did not allow room for any wage increases. Mr. Sen asked the Industry to make this clear to Government, to which Mr. Prashad replied that this had been done.

Mr. Weir enquired as to whether it was accepted that an attempt should be made to reach a formula for wages which would be acceptable throughout the Third Five Year Plan period. Mr. Kanti Mehta objected to this on the grounds that past experience had shown that if an agreement were reached for a certain period, it would, in fact, remain in force for a longer period. He suggested therefore that the formula should be fixed for only three years. Mr. Prashad agreed that everyone wished to avoid the frustrations of a wage Tribunal, with the result that delays would be reduced.

The employers' representatives finally agreed to assess the impact on costs of implementation of the workers' demands and also the cost of implementing such wage increases as may be necessary in the light of the wage board recommendations so far available and would have to be conceded in the interests of peace in the Industry.

Mr. Prashad explained that such an assessment would take considerable time and asked for an opportunity to make the assessment which could be discussed a month hence. It was agreed that a further meeting should be held on the 26th September at 11.30 a.m. in the rooms of the Bengal Chamber of Commerce and Industry. It was agreed that it would be appropriate, in the interests of continuity, that the same persons should attend.

P. Prashad

Chairman of the Meeting.

Dear Com. K. G.

270

3520
9 Oct 1961

Kinnick
6/10/61

your letter.
Just now I am leaving for Ranchi
for discussion with the N.C.D.C. on Lyddi
problems and hence for the time being I am
sending you the Home address of only one
W. T. Egan. Shivanandajis who has been
detained in Bermo area and for other address
I will let you know after I return
from Ranchi and in consultation with other Comrades.
Bermo (Hind) Strip Mining Co. working
people have not been re-attached as yet
but it is expected within two or three days.

The monthly staff of
Singh & Chanchani have not
been taken up. Details have
been sent in my letter to
Cous. Rombha. Now I will
write you from Ranchi.

Address for sending family
allowance: (Rs. 50/- only)

Sri Kashi Prasad
pleader

~~Madhubani~~

MADHUBANI . P.O

Dist. DARBHANGA.

Joms

Chaturman.

पोस्ट कार्ड
POST CARD

केवल पता
ADDRESS ONLY



To

Cous. W. G. Srivastava

All India Trade Union Congress

4, Asoke Road

New-Delhi

170

Oct. 2, 1961

Dear Com. Chaturanan,

Your postcard of 29th Sept. You must have received by now our letter of 29th. We have again reminded the Labour Ministry. Please let us know the present position. With greetings,

Yours fraternally,

K.G.

(K.G. Srivastava)

Oct. 3, 1961

Dear Com. Chaturanan Mishra,

Your letter undated.

2. Representation has been made on the issue to the Union Labour Minister.
3. A sum of Rs.50/- each is sanctioned as family allowance to four comrades for six months working in NCDC. This amount will be sent to the families of the comrades. Please send names of the comrades and address of their families.

You need not come here for this purpose.

With greetings,

Yours fraternally,

mg.

(K.G.Sriwastava)

~~Chaturanan Mishra,~~
Coal Workers Union,
Giridih

Oct. 4, 1961

Dear Com.Chaturanan,

Your telegram of 3rd inst.

We have been informed by a Deputy Secretary of the Labour Ministry that instructions would be issued to withhold payment of contractors' bills, till workers' dues are settled.

The Labour Minister and leading officials of the Ministry are away from Delhi for the Indian Labour Conference_x at Bangalore.

I am also leading today for Bangalore.

With greetings,

Yours fraternally,

KS
(K.G.Sriwastava)

In favour of Publication



270

6/10

Death of A. Krishnan; a miner

R.N. 3682

File No.

A. Krishnan came all the way from Tamilnad to work in the Khas Kajora colliery in West Bengal, six years back.

For six years, he worked as an under ground loader.

And for six years, he worked without taking any leave. He could not go to his native village in Ramanad district, Madras, since the day he first went under ground.

The management liked him; he was a hard working miner who never took any leave, never grumbled for 12 to 14 hours work.

" He lived with other Tamil workers in crowded dhowras and had to pay rent to the owner. There was no light nor water.

In the middle of July, miners of the colliery moved to form a union. A. Krishnan, also joined. For the first time, they heard, deduction of house rent from wages was wrong. They were entitled to Railway Fare.

But even before demands could be placed, the management struck. On the 26th July, hired hoodlums came to raid his quarters. The workers defended and the gangsters fled.

Within half an hour, the police came and led by the agent of the colliery, arrested A. Krishnan and all the 51 Tamil workers from their quarters and dumped in company's trucks. A case was launched against them and they were kept in jail for seven days.

A. Krishnan lost his job along with other 51 workers. There was no charge sheet no enquiry.

Case was filed in the conciliation; but there was no hearing. In the meantime, repeated attempts were made to evict them from quarters.

The area where they lived was quarantined and chaprasis were posted around their quarters. Other workers were terrorised and any other worker found to be giving any rice or money to them was driven out of the colliery.

After one month of hard struggle, A. Krishnan fell sick, started vomiting and temperature shot up. The doctor refused medicine and the manager refused to send him to the Welfare Hospital for miners.

The other dismissed miners carried him to the Welfare hospital, with a letter from

(two)

from the union.

He was admitted for a few hours and then sent to the Asansol hospital, where all patients have to buy their own medicine and food.

A. Krishnan was unconscious when he was laid ~~down~~ down in one of the dirty corners of the crowded hospital. And he lay there unconscious without any food, without any medicine.

The news of his transfer reached the colliery after two days.

A few rupees were collected for his injection which was handed over to the compounder. The doctor was too "busy" to attend to him.

But Krishnan never regained his full consciousness. He was in coma. Only once he was heard muttering, faintly, very faintly, " when does my shift start?" That was all.

And today, he died.

His body was carried to the colliery, 15 miles from Asansol.

Again collection had to be made to buy coal.

The management have refused to give any coal to burn him, who worked in the colliery for six years without any leave.

(Kalyan Roy)

Cremate

3477 Date: 6 Dec 1961

THE SINGARENI COLLIERIES WORKERS UNION,
H.O. KOTHAGUDIUM.

270

FOR FAVOUR OF PUBLICATION.

STRIKE NOTICE OF AYAHs OF SINGARENI COLLIERIES
COMPAY LTD: HOSPITALS: KOTHAGUDIUM.

M. Komaraiah, General Secretary, Singareni Collieries Workers' Union had issued the following statement:

The Management of the Singareni Collieries Company Ltd., Kothagudium has not implemented the Awarded grades to the Ayahs in accordance with Labour Appellate Tribunal decision. The Ayahs in the Medical and Sanitary departments of the Singareni Collieries Company were drawing equal wages with the Ward-boys, i.e., both Ayahs and the Ward-boys were in the grade of OS. Rs. 17-1-30 prior to the Award. The Lower Award had prescribed the wages to the women workers @ 75% of the wages of the male workers, i.e., Ward-boys were given Rs. 28-1-45 and Ayahs were given Rs. 22-1-30 as per the Lower Award. The Lower Appellate Tribunal had rejected the contention of the Lower ~~Appellate~~ Tribunal and Awarded equal wages to equal work irrespective of the sex. The nature of job done by Ward-boys and Ayahs is one and the same. The Ward-boys look after the male patients in the ward and the Ayahs look after the female patients. That being the case, the Singareni Collieries Workers' Union had represented to the management to bring on par the wages and grades given to the Ayahs to that of Ward-boys. But the management had brought ward-boys to the grade of 28-1-45. They fixed the grades to Ayahs Rs. 28-1-30 which ranges to two years only. While the grade of Ward-boys is fixed a range of 17 years. The Ayahs have already reached the maximum of the grade five years ago and they have no scope for increments. It is peculiar to note that no Award had prescribed grades for two years only.

2 : 2 : -

The Lower Award had fixed grades ranging 12 to 15 years. The management had been following discrimination in the case of Ayahs only. The matter for revision of grades to Ayahs to bring them on par with ward-boys had been represented to all levels with the management and the Government but all the efforts had been in vain. ~~As~~ As all the avenues have been exhausted and the management had not settled the legitimate grievances of the Ayahs, the Ayahs of the Medical and Sanitary department have no other alternative except to go on strike which was forced on them by the indifferent attitude of the management. Accordingly strike notice was served on 25th Sept. 1961 and the strike would take place from 10th October 1961, if there is no favourable settlement is forth coming. I appeal to all the workers to support the just demand of the Ayahs of the Medical and Sanitary departments.

M. Komarajah.

(M. Komarajah).
GENERAL SECRETARY.

---*---

C-2

3433

460



270

1402

INDIAN POSTS AND TELEGRAPHS DEPARTMENT

No.

110

Received here at.....H.....M.



== X LB 9 BERMO 3 33 I N T U CONG NEW DELHI ==

NATIONAL COAL DEVELOPMENT CORPORATION / AGREE WITHHELD

PAYMENT CONTRACTORS TILL FINAL SETTLEMENT WORKERS DUES

BUT THEY WANT SPECIFIC DIRECTION FROM LABOUR DEPARTMENT

SETTLE THE ISSUE IMMEDIATELY REQUEST IMMEDIATE INTERVENTION =

CHATURAN MISHRA =

*Pl. not up sorry
I to 4 since here
No.
T/A*

The sequence of entries at the beginning of this telegram is--class of telegram, time handed in, serial number (in the case of foreign telegrams only), office of origin, date, service instructions (if any) number of words.

This form must accompany any enquiry respecting this telegram.

I. A. P. Dehli-5-61-17,000 Books.

C-3

A. I. T. U. 5 OCT. 1961

I.R. No. 5183



No.



INDIAN POSTS AND TELEGRAPHS DEPARTMENT 317

270

Received here at _____ H. _____ M.

X LB 8 BERMO 3

A I T U CONG NEWDELHI.

... NATIONAL COAL DEVELOPMENT CORPORATION ABSORBING OVERBURDEN
 CONTRACTORS MONTHLY RATED EMPLOYEES SITUATION SERIOUS IMMEDIATELY INTERVENE.

... SECY COAL WORKERS UNION BERMO.

C/-T 17/10 MISHRA.

This form accompany any enquiry respecting this telegram.

I. A. P. Delhi 1961—9000 Books.

Colliery Mazdur Sabha
G.T.Road
Asansol

dt: 10.10.61

For Favour of Publication

About one thousand miners gathered in a meeting at the Kalipahari colliery today demanding full and proper implementation of the various awards and supporting various demands placed by the Indian Mine Workers Federation and the Colliery Mazdur Sabha for a revision of wage structure.

Shri Kalyan Roy who presided over the meeting condemned the management of the Bhattar group of collieries for violating the various laws and warned that there will be a serious industrial unrest in the Kalipahari group of collieries if the management persists in depriving the workers of their legitimate dues.

Shri Triloki Sriwastava stated that while the management talks with the leaders of the Colliery Mazdur Sabha, its delaying tactic has created a tension which should be removed for better production. He pledged full cooperation with the management in matters relating to production and appealed to workers to strengthen the union.

The meeting unanimously passed several resolutions including its full support to the Communist Party candidate in the coming general election.

K. Roy

Copy forwarded to:-

- (i) The Chief Labour Commissioner (with 200 Spare copies). This has reference to his U.O. No.PW-3(1)/4/60-LS, dated the 20th December, 1960.
- (ii) The Ministry of Steel, Mines and Fuel (Department of Mines and Fuel) New Delhi. (with 10 spare copies)
- (iii) Director Labour Bureau, Simla.
- (iv) Chief Inspector of Mines, Dhanbad.
- (v) Coal Mines Welfare Commissioner, Dhanbad.
- (vi) Lok Sabha Secretariat (with 5 spare copies).

[Handwritten signature]
20/12

for Under Secretary.

From

The Joint Secretary to the Government of India,
Evaluation & Implementation Division.

To

- i) All Central Employers' Organisations.
- ii) All Mining Employers' Associations/
Federations.
- iii) The Deputy General Manager,
National Coal Development Corporation,
Darbhanga House,
Ranchi.

Dated New Delhi, the October 27, 1961.

Subject:- Breach of Code of Discipline - Scope of the
decisions of the Industrial Committee on
Coal Mining in respect of abolition of
contract system in coal industry.

Dear Sir,

The question of interpretation of the decisions of
the 5th and 6th sessions of the Industrial Committee on Coal
Mining regarding abolition of contract system in coal mines
has been under consideration of this Ministry for sometime
past. Read together, these decisions mean that:

"Except the 11 categories of work, mentioned
below, in which alone the Employers' Organisa-
tions considered the employment of contract
labour unavoidable, contract system should be
abolished in coal mines:

- 1) Sinking of pits and driving of inclines.
- 2) Sand loading.
- 3) Coal loading and unloading.
- 4) Dyke cutting.
- 5) Overburden removal and earth cutting.
- 6) Building.
- 7) Tile making.
- 8) Brick making.
- 9) Soft coke making.
- 10) Road making and repairing.
- 11) Manufacture and repair of coal tubs.

However, if in any colliery contract system did
not exist before August 31, 1956, in any of the
above eleven categories, i.e., the work on these
items was being done departmentally before August
31, 1956, its introduction subsequently would be
against the decision of the Industrial Committee
and hence the position should be rectified."

This will be subject to revision in the light of any
decision which Government may take on receipt of the report
of the Court of Enquiry on Contract Labour in coal mines.

P.T.O.

2. The above clarifications were also given by the Union Labour Minister at the 6th meeting of the Central Implementation and Evaluation Committee held on September 15, 1961, when the question was raised.

3. I am desired to request you kindly to advise your affiliates accordingly.

4. The receipt of this letter may kindly be acknowledged.

Yours faithfully,

G. S. Madan
for Joint Secretary.

Copy for information to:-

- *1) All Central Workers' Organisations.
- ii) Shri Kanti Mehta, General Secretary,
Indian National Mine Workers' Federation,
9, Elgin Road, Calcutta, with reference to
his letter No.IV/16(a)/237 dated July 6, 1961.
- iii) Ministry of Steel, Mines and Fuel, New Delhi.
- iv) Chief Labour Commissioner (Central), New Delhi.
- v) All Regional Labour Commissioners including
Regional Labour Commissioner(Implementation), Dhanbad.

G. S. Madan
for Joint Secretary.

*The Secretary,
All India Trade Union Congress,
4, Ashok Road, New Delhi.

GOVERNMENT OF INDIA
MINISTRY OF LABOUR & EMPLOYMENT.

...
Dated New Delhi, the

7 OCT 1961

NOTIFICATION.

Amd.3/61/S.O..... In exercise of the powers conferred by section 7 of the Coal Mines Provident Fund and Bonus Schemes Act, 1948 (46 of 1948), the Central Government hereby makes the following further amendments in the Coal Mines Bonus Scheme, published with the notification of the Government of India in the late Ministry of Labour No. PF.16(1)/48 dated the 3rd July, 1948 namely:-

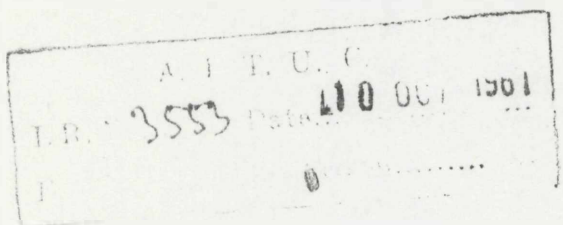
1. This Scheme may be called the Coal Mines Bonus (Third Amendment) Scheme, 1961.

2. In the Coal Mines Bonus Scheme, hereinafter referred to as the said Scheme, for sub-paragraph (3) of paragraph 6 the following Sub-paragraph shall be substituted, namely:-

"3. If in any period or quarter, any day, other than the weekly holiday, is observed as a paid holiday in any coal mine, the number of days for which the employees must put in attendance in such period or quarter to qualify for bonus under paragraphs 4 and 5 shall be reduced by the number of such paid holidays falling in such period or quarter. In the event of a dispute as to whether a day is a paid holiday or not, the decision of the Chief Labour Commissioner (Central), shall be final."

3. In the said Scheme, after sub-paragraph (2) of paragraph the following proviso shall be inserted, namely:-

"Provided that the basic wage portion of the wage paid to an employee for paid holidays and leave with wages in such period or quarter shall also count towards basic earnings for the purpose of calculation of bonus."



[3(153)/60-PF.I]

P. D. Gaiha

(P. D. Gaiha)
Under Secretary.

To

The General Manager,
Government of India Press,
New Delhi.

Copy forwarded to:-

1. Ministry of Steel, Mines & Fuel (Department of Mines & Fuel), with reference to their U.O. No. C4-30(14)61 dated the 29th July 1961.
2. The Chief Labour Commissioner (Central) New Delhi, with reference to his U.O.No. CMBS 2(1)/4/60-LS dated the 6th July, 1961.
Mines
3. The Coal /i Provident Fund Commissioner, Dhanbad.
4. All Employers' and Employees' Organisations.

T. S. Krishnamurthi

(T. S. Krishnamurthi)
Section Officer.

k.s.
d.a.mil.

8. The General Secretary,
The All-India Trade Union Congress,
I-C/15, Rohtak Road, Delhi-5.

FROM :- The Coal Workers Union, Regd. No. 16
No. 4 Area P.O. Bermo Dist. Hazaribagh.

Ref No. CWB/2/9/11

Dated 3. 10. 61

To

The Deputy General Manager,
National Coal Development Corporation Ltd.
Darbhanga House,
Ranchi.

Dear Sir,

Sub:- Retrenchment of 50 time rated monthly paid workers of overburden section in violation of the understanding given by the representatives of the N.C.D.C.

I regret to inform you that the assurances and undertaking given by you and other responsible officers of N.C.D.C. on the 24th. Sept, 61 at Kargali in respect of absorption of workers employed under contractor M/S Singh & Chanchani for overburden removal is respected only in violation.

The Local authorities have refused to abide by the decision arrived at the meeting between the representatives of our Union and N. C. D. C. regarding absorption of workmen and refusing to allow to resume duties to all the Munshies, clerks and chaprashi who are also part of the workmen employed for overburden sections of Kargali and Bokaro collieries.

was

When Coal raising contract ~~is~~ abolished in the year 1954 all the staff employed by the contractor at that time were taken over by the Administration. But the same practice is not being followed at this time. If the representatives of N. C. D. C. had decided not to absorb monthly rated workers they should have raised that point in the meeting itself on the 24th. Sept, 61 when we were discussing this problem instead we were given clear ~~and~~ assurance that no one was going to be retrenched.

It had been the practice that every incoming contractor was asked by the Management (N.C.D.C.) to retain all the employees of that section, but this is being violated by the N. C. D. C. itself when it is taking over the work from the contractors. This arbitrary decision of the Management is totally unjustified and highly objectionable.

P.T.O.

I have come to know from reliable sources that large number of such vacancies exist in these collieries but that is being kept reserved for others to be regularised and promoted on these posts and that is why the local Management is refusing to absorb these poor people. If it is true it is highly objectionable and unjustified.

I therefore request you to intervene immediately and save these unfortunate workmen from ~~some~~ unnecessary troubles and unemployment.

Yours faithfully

Shafiqul Haque

Secretary
COAL WORKERS UNION, BERMO.

Copy to :-

- a) Chief Mining Engineer (B&K), Kargali.
- b) Dy. Chief Mining Engineer (B&K), Kargali.
- c) The Managing-Director, N.C.D.C. Ltd., Darbhanga House, Ranchi.
- d) The Regional Labour Commissioner (C), Dhanbad.
- ✓ e) The Secretary, A.I.T.U.C., 4 Ashok Road, New Delhi.
- f) The Secretary to the Govt of India,
Ministry of Labour and Employment, New Delhi.

FOR INFORMATION AND NECESSAR ACTION PLEASE.

3524

- 9 Oct 1961

Berant

4.10.61

Syar Com. Shu nastan.

In continuation of our letter addressed to Labour Minister dated and copy thereof endorsed to you and our subsequent letters & telegrams, I have to inform you that since then N.C.W.C. has absorbed near 1200 O.B. workers leaving a total of four hundred permanent hands, nearly 1000 casual ~~or~~ or temporary hands having at least four to five years service in the colliery under the contractor. These people are especially refusing to absorb monthly rated employees against all past practices, conventions & agreements.

In respect of those workers who have been absorbed & taken over from the contractor, N.C.W.C. is neither ready to recognise their service under the contractor nor ready to ask the contractor to pay retrenchment

3812
(To be published in the Gazette of India, in Part II Section 3 sub-section (i))

Government of India
Ministry of Labour & Employment

.....

270
Dated New Delhi, the 26.10. 1961

NOTIFICATION

G.S.R. In exercise of the powers conferred by clauses (r) to (w) of section 58 of the Mines Act, 1952 (35 of 1952), the Central Government hereby makes the following rules further to amend the Coal Mines Rescue Rules, 1959, the same having been previously published as required by sub-section (1) of section 59 of the said Act.

RULES

1. (1) These Rules may be called the Coal Mines Rescue (Amendment) Rules, 1961.
(2) Rule 3 of these rules shall come into force on such date as the Central Government may, by notification in the Official Gazette, appoint and the rest of these rules shall come into force at once.
2. In the Coal Mines Rescue Rules, 1959 (hereinafter referred to as the said rules), for sub-rule (2) of rule 1, the following sub-rule shall be substituted, namely:-
"(2) They shall apply to the coal mines in the States of Andhra Pradesh, Assam, Bihar, Madhya Pradesh, Madras, Maharashtra, Orissa, Rajasthan and West Bengal."
3. In rule 3 of the said rules, in sub-rule (1), for clauses (i) to (x), before the proviso, the following clauses shall be substituted, namely:-
 - (i) an Inspector nominated by the Chief Inspector of Mines, who shall be the President;
 - (ii) one person nominated by the National Coal Development Corporation (Private) Limited;
 - (iii) three persons nominated by the Joint Working Committee of the Indian Mining Association, Indian Mining Federation, Indian Colliery Owners' Association and Madhya Pradesh and Vidarbha Mining Association;
 - (iv) four persons to represent the interests of persons employed in mines nominated by the Central Government;
 - (v) one person nominated by the National Association of Colliery Managers (Indian Branch);
 - (vi) one person nominated by the Indian Mine Managers' Association."

Contd.....2

4. In rule 8 of the said rules, for clause (d), the following clause shall be substituted, namely:-

"(d) sign or, subject to a resolution by the Committee, authorise some other person to sign, bills for payment for the treasury on behalf of the Committee;"

5. In rule 13 of the said rules -

(i) in sub-rule (1), for the figures and words, "1.9 naye paise per ton", the figure and words "2 naye paise per tonne" shall be substituted;

(ii) in the opening portion of clause (b) of sub-rule (2), for the word "quarterly", the word "monthly" shall be substituted and after the words "Central Government", the following shall be added, namely:-

"under the head of account, namely, 'II-Union Excise Duties - Coal and Coke - Excise Duty levied and collected as rescue cess on despatches of Coal and Coke'";

(iii) in clause (c) of sub-rule (3), after the words "Central Government", the following shall be inserted, namely:-

"under the head of account, namely, 'II-Union Excise Duties - Coal and Coke Excise Duty levied and collected as rescue cess on despatches of Coal and Coke'".

(iv) in clause (a) of sub-rule (4), for the word "ton" the word "tonne" shall be substituted.

6. In rule 14 of the said rules -

(i) for sub-rule (1), the following sub-rule shall be substituted, namely:-

"(1) " The proceeds of the duty levied and collected under rule 13 during the preceding financial year (less the deductions referred to in that rule) and any other moneys received in respect of the Committee shall first be credited to the Consolidated Fund of India and the Central Government may thereafter, from time to time, as Parliament may, by appropriation made by law, provide in this behalf, transfer to a Fund, called the "Coal Mines Central Rescue Stations Fund", in the Public Account of the Government of India, such sums of money as it may think fit."

(ii) in sub-rule (2), for the words, "The proceeds of the duty of excise and any other moneys received by the Committee shall be applied to", the following shall be substituted, namely:-

"The Fund referred to in sub-rule (1) shall be applied towards."

7. Rule 15 of the said rules shall be omitted.
8. In rule 16 of the said rules -
- (i) in sub-rule (1)
 - (a) in clause (a), for the words "for the Pench and Kanhan Valley and Sarguja coalfields and the coal mines situated in the districts of Sahdol, Bilaspur and Raigarh in Madhya Pradesh", the words "for the coal mines in the States of Madhya Pradesh and Rajasthan" shall be substituted;
 - (b) in clause (b), for the words "for the Singareni coalfield in Andhra Pradesh and Chanda coalfield in Bombay", the words "for the coal mines in the States of Andhra Pradesh, Madras and Maharashtra" shall be substituted;
 - (c) in clause (c), for the words "for the Giridih, Bokaro and Karanpura coalfields in Bihar", the words "for the coal mines in the State of Bihar other than those in the Jharia and Raniganj coalfields" shall be substituted.
 - (ii) in sub-rule (2), for the words "the mines in the Talchar coalfield in Orissa and the coal mines in Assam", the words "the coal mines in the States of Assam and Orissa" shall be substituted.
9. In rule 23 of the said rules -
- (i) for the marginal heading, the following shall be substituted, namely:-
"Appointment of and payment to, trained rescue men in mines";
 - (ii) after renumbering it as sub-rule (1), the following shall be inserted, as sub-rule (2), namely:-
"(2) The owner, agent or manager of every mine shall pay to every active rescue trained worker employed or engaged by him, such allowance, bonus and travelling expenses as may be decided by the Committee from the time to time."
10. In rule 24 of the said rules -
- (i) for the marginal heading, the following shall be substituted, namely:-
"Accommodation and disposition of trained rescue men";
 - (ii) sub-rule (2) shall be renumbered as sub-rule (3) and before sub-rule (3) as so renumbered, the following sub-rule shall be inserted, namely:-
"(2) Suitable residential accommodation to the satisfaction of the Regional Inspector shall be provided at the mine for all active rescue trained persons employed in the mine. Every active rescue trained person shall reside in the accommodation so provided".

11. In rule 27 of the said rules, for sub-rule (2), the following sub-rule shall be substituted, namely:-

"(2) No person shall continue to practise after attaining the age of 45 years unless he has, within the preceding one year, been declared medically fit in such manner as may be laid down by the Committee."

12. After rule 29 of the said rules, the following rules shall be inserted, namely:-

"29A - Information about pumping equipment and heavy load carriers. -

(1) (a) The owner, agent or manager of every mine shall, on or before the 1st April of every year, send to the President a list of all pumping equipment (including pipe ranges) which can be readily spared for loan to other mines in case of emergency. The list shall contain detailed specifications of the equipment in such form as may be prescribed by the Committee for the purpose.

(b) From these lists, a classified list shall be maintained in every Rescue Station of the pumping equipment that may be available on loan, categorised according to their type and location.

(2) Similar classified list shall be prepared and kept in every Rescue Station of such heavy load carriers that may be available in the locality.

29 B. Payment for equipment obtained on loan

The owner or agent of every mine shall pay for the loan and use of equipment obtained through the Rescue Station at such rates as the President may approve."

13. The Committee to be constituted under rule 3 of the said rules, as amended by rule 3 of these rules, may be constituted at any time after the publication of these rules in the Official Gazette and before the commencement of rule 3 of these rules, but the Committee as so constituted shall not begin to function till such commencement and on such commencement the term of office of members of the Committee then existing shall expire.

[1/26/61-MI]

A. P. Veera Raghavan

(A. P. Veera Raghavan)
Under Secretary

To

The General Manager,
Government of India Press,
New Delhi.

Copy forwarded to:-

d.a.nil.
N.Ram/16/10

A. P. Veera Raghavan

(A. P. Veera Raghavan)
Under Secretary

Note on a Bi-partite Meeting held at 11.30 A.M. on Thursday,
5th October, 1961, in the Rooms of the Bengal Chamber of
Commerce & Industry, Calcutta.

P r e s e n t :

Mr. P. Prashad	:	Indian Mining Association.
Mr. A. A. G. Weir	:	-do-
Mr. R. Lall	:	-do-
Mr. J. L. Laing	:	-do-
Mr. S. N. Mukherjee	:	Indian Mining Federation.
Mr. S. B. Goenka	:	-do-
Mr. B. S. Sethia	:	-do-
Mr. M. Das	:	-do-
Mr. R. L. Worah	:	Indian Colliery Owners Association.
Mr. N. M. Chauhan	:	-do-
Mr. L. J. Pathak	:	-do-
Mr. D. B. Ravel	:	-do-
Mr. Keshab Banerjee	:	Indian National Trade Union Congress.
Mr. Kanti Mehta	:	-do-
Mr. B. P. Sinha	:	-do-
Mr. S. Das Gupta	:	-do-
Mr. Gulab Gupta	:	-do-
Mr. Kalyan Shankar Roy	:	All India Trade Union Congress.
Mr. Deven Sen	:	Hind Mazdoor Sabha.
Mr. Mahosh Desai	:	-do-
Mr. B. P. Jha	:	-do-
Mr. S. K. Rudra.	:	-do-

1. It was agreed that the Note on the previous bipartite meeting held on 25th August accurately recorded the proceedings of the meeting. Mr. Kanti Mehta indicated that he had not had an opportunity to study the minutes in detail but that if he had any comments to make, these would be forwarded to the Joint Working Committee within 24 hours. It was also agreed that the notes on the meetings need not record meticulously all that was said.

2. Mr. P. Prashad explained that the employers' representatives had, in accordance with the decision taken at the previous meeting,

contd....2

examined the Wage Board Awards of certain major industries with a view to ascertaining a basis for arriving at a minimum wage. An assessment of the impact of such a revised wage structure on costs could only be made after a minimum wage had been agreed upon. It was found to be difficult to compare with any exactitude the awards of the Wage Boards with the prevailing wage structure in the coal industry and it was also difficult to decide on the best way to reduce the number of categories to 4 or 5 as had been demanded by the Union representatives. It was the view of the Employers that the only way to compare the wage structures would be to ascertain the minimum wage rates applicable to the lowest category of worker (as the bulk of workers were in this category). The wage rates of the higher categories of workers would have to be superimposed with appropriate differentials on such an agreed and accepted minimum wage. It had been found that the minimum monthly wage rates in various industries were as follows:-

Cement	..	Rs.91.00
Textiles	..	Rs.78.00 (West Bengal)
"	..	Rs.125.00 approx. (Bombay area)
Coal	..	Rs.78.80
Jute	..	Rs.61.17
Sugar	..	Rs.65.00 (plus variable D.A.)

Mr. Kalyan Roy enquired whether consideration had been given to the recent decisions of tribunals, for example, the "Brooke Bond" Tribunal, which had attempted to implement the recommendations of the Fifteenth Labour Conference for workers employed throughout India. Mr. Prashad explained that only the wage rates applicable in industries with a substantial number of employees had been considered. The question whether an industry was Capital-intensive or Labour-intensive had to be taken into account and there were also a number of other considerations, for example, the hazardous nature of employment in coal mines, and the fact that it was a basic industry.

Mr. Kanti Mehta concurred with the view that an agreed minimum wage could be taken as a base upon which the rest of the wage structure could be built and asked what figure the industry had in mind as a minimum wage for the workers in the Coal Industry for the next three years.

Mr. Prashad replied that a close and searching examination had been made and it was quite clear that no margin existed in the present price structure for an increase in wages. Mr. Devan Sen also insisted that the industry should make known the minimum wage which it considered should be fixed under present circumstances, keeping in mind the fact that in every other country miners received comparatively higher wages than other workers, and the question of whether the industry could pay the increases could be examined by an expert enquiry at a later date.

3. Mr. Prashad explained that the industry considered that the revision of the wage rates in the Coal Industry was really a matter for Government to decide, as Coal prices were controlled. In every controlled industry Government had taken upon itself the responsibility of deciding what the return to capital and labour should be. He had been authorised by his colleagues to say that while they agreed that consideration should be given to granting an increase in wages, provided the increased costs were fully neutralised by an increase in the prices of coal, they were unable to indicate the quantum of the increase in wage rates ought to be granted. It appeared that one solution was for Government to set up a commission of enquiry to ascertain the industry's ability to pay increased wages and to decide the level of increased wages and the impact of such increased wages on production costs. Alternatively, a tribunal would have to be appointed but this was a method which was not acceptable to the workers, in view of the delays involved. Employers and labour could also ask Government to decide on an ad hoc basis the increase in wages, which should be granted after fully neutralising costs of production, leaving it to management and labour to work out the details of such an increase. The important point was that the industry was completely unable to decide the starting point because its hands were tied by Government's control over prices.

4. During the subsequent discussion Mr. Prashad asked what the Union representatives considered to be an appropriate minimum wage. Mr. Kanti Mehta in reply stated that the Workers' Organisations had already indicated their views at the previous meeting, and that management could assume that the workers were demanding a minimum wage based on the principles unanimously accepted at the Fifteenth Session of the Indian Labour Conference.

He also drew attention to the unsatisfactory recording of the conclusions of the Industrial Committee on Coal Mining and explained that he was under the impression that the meeting had agreed that bipartite talks should be held to discuss the future wage structure in the industry and not merely to discuss what wage increase could be given "within the present price structure" of the industry. He stated that he had already written to Government on these lines.

Mr. Deven Sen drew attention to production bonuses which had been granted, which had given workers minimum wages and as much as Rs.200 per month, and it was agreed that this was an aspect which had to be borne in mind.

5. It was finally decided that the Joint Working Committee should invite the Minister for Labour & Employment and the Minister for Steel, Mines & Fuel to meet the representatives of the employers and labour in the rooms of the Bengal Chamber of Commerce & Industry, Calcutta, either between the 20th/22nd October or between the 30th Oct./5th Nov. to discuss the entire question. The following broad issues were indicated:

- (a) While labour demanded that the proposed new wage structure should be binding for three years only, the employers were desirous of a settlement being reached for a minimum period of 5 years.
- (b) While Labour demanded a minimum wage based on the principles evolved at the Fifteenth Session of the Indian Labour Conference, the Employers, though agreed that the wage structure needed revision in the interests of Industrial

= 5 =

Peace during the Third Plan, were unable to indicate the level to which wages might be increased because of the rigid control on selling prices.

The meeting unanimously decided that the Joint Working Committee should write to both the Minister for Labour & Employment and the Minister for Steel, Mines & Fuel, requesting a joint meeting at Calcutta on the dates mentioned, so that some agreed solution could be reached.

J.L. Laing,
for Secretary.

P. Prashad,
Chairman of the Meeting.

lh.

FOR FAVOUR OF PUBLICATION.

270
Kothagudium Collieries,
Dated: 27th Oct. '61.

AYAHs OF MAIN HOSPITAL OF SINGARENI COLLIERIES COMPANY LIMITED: KOTHAGUDIUM COLLIERIES, WILL STRIKE FROM 1-11-'61.

M. Komaraiah, General Secretary, Singareni Collieries Workers' Union had issued the following statement.

M. Komaraiah
(M. KOMARAI AH)

GENERAL SECRETARY,
THE SINGARENI COLLIERIES WORKERS UNION,
H.O. KOTHAGUDIUM.

The Management of the S.C.Co., Ltd., Kothagudium has not implemented the Awarded grades to the Ayahs in accordance with Labour Appellate Tribunal decision. The Ayahs employed in the Hospital are not properly designated; but termed as Ahyas for convenient sake. According to their job discription they are not Ahyas; but they are known as Dressers and they should be called as Dressers.

The Ahyas and the Ward boys employed in the company were given same grade of OS Rs. 17 - 1 - 30 prior to the Mujumdar Award. The nature of the duties of the Ayahs and Ward-boys are similar as both the Ayahs and the Ward-boys are working in the Male and Female Wards respectively.

Ward-boys are attending the male patients in the Male-Wards - the Ayahs are attending to the Female patients in the Female Wards and also attending the maternity and confinement cases.

Vide para 392 of the Majumdar Award, the Tribunal while fixing the scales of pay to female workers, having agreed to the general principles of equal pay for equal work, the awarded wages to female workers are at the rate of 75% of the male worker on the basis of consumption of units. Accordingly, the grade fixed to Ayahs is 22 - 1 - 30. But the Labour Appellate Tribunal rejected the contention of the Lower Award and fixed the wages to women workers as per para -89. They upheld the contention of equal wages for equal work as there should be no disparity between the male and female workers with regard to wages. The managemet revised the scale of Ayahs from Rs. 22 - 1 - 30 to 28 - 1 - 30 by raising the minimum of grade and keeping the maximum at the same level. The Ward-boys scale is Rs. 28 - 1 - 45 is ranged only 2 years. In the Coal Award there is no grade which ranges for two years. The Mujumdar Tribunal fixed the scale of Rs. 22 - 1 - 30 which

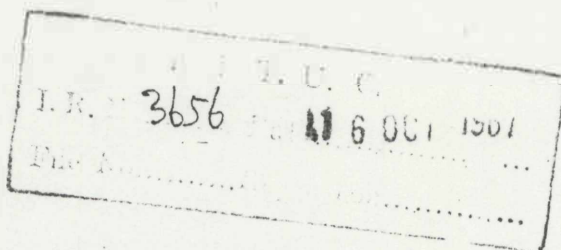
contd. page - 2

had been revised to 28 - 1 - 30. This is in respect of creche ayahs but not in the case of hospital ayahs known as dressers. Sri Das Gupta in his Award under issue No.10 has clarified that the scale of Rs.22 - 1 - 30 fixed by the Majumdar Award is for creche ayahs whose nature of job is different from Hospital Ayahs. In other hospitals there is no designation of Ayahs. They are called dressers. The grade of 28 - 1 - 30 given to creche ayahs is adopted in respect of hospital ayahs which is unjust and contrary to the provisions of the Award. According to the nature of job the ayahs of hospital are equal to ward-boys in all respects. The proof of which is that both ward-boys and ayahs were placed in the same grade and were doing the identical nature of work and there was no disparity prior to the Award in their emoluments.

The matter for revision of grades to Ayahs to bring them on par with ward boys had been represented at all levels with the management and the Government; but all efforts had been invain. As all the avenues have been exhausted and the management had not settled the legitimate gribances of the ayahs, the ayahs of the Medical and Sanitary departments have no other alternative except to go on strike which was forced on them by the indifferent attitude of the management. Accordingly the Ayahs are going on strike from 1st shift on 1st November 1961.

I appeal to all the workers to support the just demand of the ayahs of the Medical and Sanitary departments.

---**---



Indian Mine Workers Federation

dt: 13th Oct, 1961

Camp: colliery Mazdur Sabha
G.T.Road, Asansol.

1. Com. T.B.Vittal Rao,
Singareni.
2. Com. Chaturanan Misra,
Giridih.
3. Com. Prasanta Burman.

sub: Discussions on wage revision in the coal industry.

Dear Comrade;

a) The first meeting between the Joint Working Party and labour organisation took place on the 25th September, 1961. The news has already appeared in the Trade Union Record.

I am enclosing the official notes of the first meeting for your information.

b) The second meeting took place on the 5th October, and the notes of that meeting also is enclosed.

Now cable has been sent to the Union Labour Minister and Union Minister of Steel, Fuel and Mines to be present in the third meeting. The date has not yet been finalised.

It will be better if one leading comrade from each belt attend the forthcoming meeting. I will send cable to you as soon as I hear from the Joint Working Party.

Please reply to this letter and acknowledge the receipt of notes.

Yours fraternally

Kalyan Roy
(Kalyan Roy)
General Secretary

copy to: Secretary,
All India Trade Union Congress,
New Delhi.

A. I. C. U. C.
Coal Miners' Federation

Memorandum of agreement dated 30.10.61 between the representatives
of Coal industry and the coalminers unions.

.....

1. In view of the recommendations of the various sessions of the Industrial Committee on Coalmining and the sessions of the Indian Labour conference and the sessions of the Evaluation and Implementation committee, it is hereby agreed that the system of contract labour shall be abolished in the coal industry, subject to the exemptions detailed hereunder.
2. It is further agreed that all processes directly connected with the raising and despatch of coal and manufacture of the coke shall be direct responsibility of the principal employer and all workers engaged therein shall be employees of the principal employer except in the following categories:
 - i) sinking of pit and driving incline.
 - ii) Sand loading
 - iii) Lyke cutting and driving of stone drifts and miscellaneous stone work underground.
 - iv) Coal loading and unloading, provided that the principal employer shall engage a nucleus of wagon loaders and truck loaders to whom regular work can be guaranteed; the number of such nucleus to be reviewed quarterly,
 - v) Miscellaneous civil engineering works of an irregular and intermittent nature.
 - vi) Overburden removal and earthcutting.
 - vii) Soft coke manufacturing.

Provided further that where work in any one or more of the aforesaid categories of work is being carried on departmentally in any colliery by the principal employer, the same shall be continued to be done departmentally, as before.

3. That all work except in the aforesaid categories of work, shall be taken over and carried on departmentally by the principal employer as early as possible but not later than 30.9.62, and that all workers employed by or through contractors should be employed by the principal employer if the particular work is to be continued. The terms and conditions of service of such workers shall be settled by the union and the employer at the colliery level.
4. That in such cases, the principal employer should either make payment of the wages direct, or remain responsible for seeing that wages are paid, and that such payment shall be made from the principal employers office, and the principal employer shall also ensure observance of fair labour standard and fair labour practice, as outlined in para 6 below.
5. That for the purpose of this agreement, any person entrusted with the producing as well as selling of coal in a mine shall be deemed to be the principal employer.
6. That in the processes not directly concerned with the raising and despatch of coal and the manufacture and despatch of coke the principal employer shall ensure the observance of fair labour standard and fair labour practices, with particular reference to the payment of correct rates of wages and amenities to which workers engaged in such processes are entitled either under award, enactment or agreement.
7. That the operation of this agreement shall be reviewed annually and the first review shall take place between 1st and 15th November, 1962.

I.M.A
I.M.F.
I.C.O.A.

I.M.N.W.F.
I.M.W.F.
K.M.P.
C.M.C.
H.M.S.

THE INDIAN
MINE WORKERS' FEDERATION.

Prasant Bhowan
9.11.61

A. I. T. U. C.
I. R. No. 582 (Part) 30 OCT 1961
File No.

Pabu
27 Oct. 1961

Dear Com. K. G.

Just when I was leaving for Pabu to attend the Staff Exec. meeting I had a letter from you about Code violation at Pudukkottai. The strike was spontaneous as far as I know and as Bhartiya has left for Calcutta to arrange his passport I can't reply properly as he knows the full story. The R.L.C has declared the strike illegal and an appeal is going to be filed.

The Giridih miners have agreed to work on the 29th Oct, Sunday, as overtime for flood relief and half the amount would go to Government relief fund & Prime Minister relief fund for flood victims in the country and for U.P. riot victims & the other half will be paid to workers. Similar arrangements are being made for whole of N.C.D.C. in Bihar, West Bengal and the M.D. has agreed to this.

Coming here I came to know that due to rains & floods in the first week of October my family members are in great difficulty and it is difficult for me to arrange anything. Are you in a position to do something for me say Rs. 200/- and it so please send to Mr. Hemanti

Mishra, At + P.O. KORIAHI via
~~via~~ SURSUND Dist. Muzaffarpore.
Similarly I am informed that Sabigne's wife is seriously ill at Gaya - his home district and just on the eve of election we can't release Sabigne so if you can arrange at least Rs 100/- for him please send to Jauah Ragnine Khan, At + P.O. JAITYA Dist. Gaya so that his wife is brought to Pabu for medical treatment.

Here the Exec. has decided to set up Com. Sabigne Khan as a Candidate for Assembly from BERM Constituency and in spite of my opposition I am being set up from ~~BERM~~ Giridih Constituency. We are sure to get majority votes in working class area but to each of these Constituencies one additional Thana of ~~the~~ whole peasant population is attached and so if the ~~Jeep~~ Jeep is arranged ~~before~~ now as I have written to you earlier it will also help us in ~~apart~~ apart from T.U. work in general. I don't know what's the

Moscow
pending
me know

Mr. Bharti has been selected for ~~res~~ res but Sec. 107 cases are ~~against~~ against him and so please let passport is possible when

EMPLOYERS IN RELATION TO THE COAL INDUSTRY
AND
THEIR WORKMEN

The parties above-named after mutual discussion have come to a settlement on the above Reference on the terms and conditions as detailed below:-

1. In view of the recommendations of the various sessions of the Industrial Committee on Coal Mining and the sessions of the Indian Labour Conference and the sessions of the Central Implementation and Evaluation Committee, it is hereby agreed that the system of contractor labour shall be abolished in the Coal Industry, subject to exemptions detailed hereunder.

2. It is further agreed that all processes directly connected with the raising and despatch of coal and manufacture and despatch of coke shall be the direct responsibility of the principal employer and all workers engaged therein shall be the employees of the principal employer except in the following categories:

- i) Sinking of pit and driving of Inclines,
- ii) Sand loading,
- iii) Dyke cutting and driving of stone drifts and miscellaneous stone work underground,
- iv) Coal loading and unloading, provided that the Principal Employer shall engage a nucleus of wagon and truck loaders to whom regular work can be guaranteed; the number of such nucleus to be reviewed quarterly,
- v) Miscellaneous civil engineering works of an irregular and intermittent nature,
- vi) Overburden removal and earth cutting,
- vii) Soft Coke manufacturing.

Provided further that where work in any one or more of the aforesaid categories of work is being carried departmentally in any colliery by the principal employer, the same shall continue to be done departmentally as before.

3. That all work, except in the aforesaid categories of work, shall be taken over and carried on departmentally by the principal employer as early as possible but not later than 30.9.1962, and that all workers employed by or through contractors should be employed by the principal employer if the particular work is to be continued. The terms and conditions of service of such workers shall be settled mutually by the Union and the Employer at the Colliery level.

4. That in such cases, the principal employer should either make payment of the wages direct, or remain responsible for seeing that wages are paid and that such payments shall be made from the principal employer's office and the Principal Employer shall also ensure the observance of fair labour standards and fair labour practices as in para six below.

5. That for the purposes of this Agreement, any person entrusted with the producing as well as selling of coal in a mine shall be deemed to be the principal employer.

6. That in the processes not directly concerned with the raising and despatch of coal and the manufacture and despatch of coke the principal employer shall ensure the observance of fair labour standards and fair labour practices, with particular reference to the payment of correct rates of wages and amenities to which workers engaged in such processes are entitled either under an award, enactment or agreement.

7. That the operation of this agreement shall be reviewed annually and the first review shall take place between 1st and 15th November, 1962.

It is therefore humbly prayed that your Honour may kindly be pleased to make a report to the appropriate Government accordingly.

DATED THE 30TH OCTOBER, 1961.

Sd/- D. Narsingh
30.10.61.
S.S. Mukherjee, Advocate
INDIAN MINING ASSOCIATION.

Sd/- Gulab Gupta
INDIAN NATIONAL MINE WORKERS
FEDERATION.

Sd/- M. Das
S.S. Mukherjee, Advocate
INDIAN MINING FEDERATION

Sd/- Mahesh Dasai
KOYALA MAZDOOR PANCHAYAT
COLLIERY MAZDOOR CONGRESS
HIND MAZDOOR SABHA

Sd/- D.B. Ravel
S.S. Mukherjee, Advocate
INDIAN COLLIERY OWNERS ASSOCIATION.

Sd/- Kalyan Roy
INDIAN MINE WORKERS FEDERATION

I subscribe to the above agreement on behalf of M/s. Singareni Collieries Co. Ltd. and M/s. National Coal Development Corporation Ltd in so far as it relates to the terms of reference before this Hon'ble Court.

Sd/- D. Narsingh
30.10.61.

Gindih
6.12.61

Dear Com. Sachan,

Last time Com. K. G. informed me that AITUC will pay Rs. 50/- per month as family allowance to whole times to be appointed for N.C.D.C. and according only one Com. Shivanandan ji's from Surkhanga was transferred ^{to this area} and he is working here since July 1961 and ~~then~~ in spite of repeated letters to K. G. who is I am informed, all no family allowance has been paid to him through his home address for Remitting H.O. was sent to AITUC office long ago. Please see that family allowance ~~at least~~ 4 months is sent to his family ~~at~~ the address given earlier i.e. Kashi Purhe, Pleader, Madhubani

Gindih
9.11.61

Dear Com. K. G.

A. I. T. U. 1961
I. R. 4113

Recently I wrote three letters to you from different places but did not get any reply from you and I don't know why? ~~I learned~~ I learned that before the Cont. of Enquiry even Com. Kalyan has signed his agreement that Contract System in overburden is permissible. Was it with the knowledge of the AITUC and was it not necessary to consult us even? Please let me know the reaction of Com. Dange particularly as I wish that our union should denounce it. If the SMWF is so defunct why not dissolve it and function in department of AITUC direct from the Centre. I am afraid that some may make use of it though all the three SMWFs & AITUC are party to agreement.

Requesting an early reply.
Yours,
Chakravarthy

(270)

Gindih
21.12.61.

Please inform Shakti-jee that as soon as he reaches Delhi he should inform the Comrades where he is going first that by what train and day he reaches there so that they may arrange mass meetings etc. He should better first reach Pshurkunda & afterwards try to reach Gindih at an early date.

Yours,
Chakravarthy

Dear Comrade K. G.
3/10/61
28/9/61

You must have received my Telegram and the Express envelope giving you the date of the contract renewal on 9/10/61. Single - claim and 11) Head Strip Printing Corporation. The N.D. verbally agreed to stop the printing of the contract price rise the settlement of the workers and that he wants order to this effect from the Labour relations machinery. I don't think that R.L.C. or C.O. will do it unless directed from above. He requests the Labour Minister to approve authorisation to decide the thing or at least to direct the N.D. of the N.C.D.C. to withdraw

Chakravarthy
29.12.61

19



EXPRESS DELIVERY



To
Coe. Sadhan Mukherjee
All India Trade Union Congress
4, Asoke Road
New-Delhi

at an early date as
his wife and children
are in great difficulty.
How is it that these
days I can't get reply
from your office as
I've used to get earlier?
Greetings, yours,

EXPRESS DELIVERY



555
के. ए. सि. रा. 61
To
Coe. Sadhan Mukherjee
All India Trade Union
4, Asoke Road
New-Delhi

A. I. T. U. C.
I. R. No. 4316 Date 9/12
File No. Replied on.....

If some settlement is
made. The C.O. may
be requested by the
C.L.C. to move into
the matter immediately
so that the failure report
is submitted to his mind
at an earliest possible
date for referring me
to arbitration though govt
is empowered to refer
the issues to arbitration
any time. I am afraid we
create trouble now N.C.D.C
will say that this is the result
of termination of contract.
Reply to Berno address.

your
Chakrav



To
Coe. K. G. Srivastav
All India Trade Union Congress
4, Asoke Road
New-Delhi
291

पोस्ट कार्ड
POSTCARD

केवल पता
ADDRESS ONLY



Coe. K. G. Srivastav
All India Trade Union
4, Asoke Road
New-Delhi

Nov. 17, 1961

Dear Com.Chaturanan,

Your postcard of 9th inst. reached us only today.

I do not know if the IMWF has sent you a copy of the agreement, and that you have seen the full text (a copy is enclosed). As you will see, only the IMWF is a signatory and not the AITUC.

However, I have written to the IMWF in this regard. A copy of my letter is enclosed.

With greetings,

Yours fraternally,

Encl: 2

K.G.
(K.G.Sriwastava)

Com.Chaturanan Mishra,
Coal Workers Union,
GIRIDIH, Bihar

A. I. T. U. C.
I.R. No. 3910 Fac. 2 NOV 1961
File No. Replied on

270

A I T U C

No. 503/5/60/Fac.
Government of India
Ministry of Labour & Employment.

.....

From

Shri P. D. Gaiha,
Under Secretary to the Government of India

To

The All India Organisations of Employers.

Dated New Delhi, the 2.11.61.

Subject:- Safety, prevention of accidents in factories -
conclusions of the 16th session of the Labour
Ministers' Conference held in January, 1960 in
New Delhi.

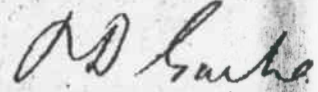
Sir,

I am directed to refer to para 2 of this Ministry's
letter of even number, dated the 30th August, 1960, on the above
noted subject and to request that in future instead of
quarterly, annual returns beginning with the report for the
year 1961, showing the action taken against each of the
conclusions of the Labour Ministers' Conference mentioned in
the letter referred to above, may kindly be arranged to be
furnished to this Ministry by the end of January following
the year to which the return relates.

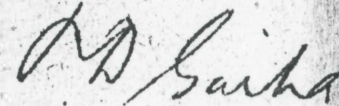
-----2

Kindly acknowledge receipt of this letter.

Yours faithfully,

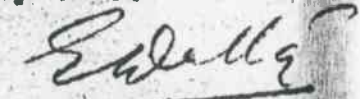

(P. D. Gaiha)
Under Secretary

Copy forwarded for similar action to the Employing
Ministries(except Ministry of Information and Broadcasting)
in continuation of this Ministry's endorsement of even number
dated 30th August 1960.


(P. D. Gaiha)
Under Secretary

Copy forwarded for information to:-

1. The Chief Adviser Factories New Delhi, with reference to his
u.o.No.26/4/61-CAF.II, dated 7th July 1961.
2. The Research Division.


for Under Secretary

True copy

GOVERNMENT OF INDIA
MINISTRY OF LABOUR & EMPLOYMENT.
OFFICE OF THE REGIONAL LABOUR COMMISSIONER(C) IMPLEMENTATION.
DHANBAD.

No.2/3(90)/61

Dated the 1st November 1961

To
The General Secretary,
Eastern Coal Co. Colliery Workers Union,
P.O. Bhowra, Dist. Dhanbad.

Subject:- Alleged victimisation of Sri R.N. Upadhay, Munshi
of Bhowra Colliery P.O. Bhowra.

Dear Sir,

Please refer to your letter No. nill dated 14.10.61
on the subject mentioned above.

A perusal of the file of this case maintained in
the office of Regional Labour Commissioner(C) Dhanbad reveals
that even in your original ~~letter~~ complaint referred to the
Conciliation machinery on 10.5.61 you have already raised
the plea of the alleged victimisation of Sri R.N. Upadhay.
Conciliation proceedings were subsequently held in the matter
by the Conciliation Officer(C) Dhanbad II. on 1-9-61 which
ended in failure. As you have yourself stated the Government of
India, Ministry of Labour & Employment have now informed you
vide their letter No. 2/202/61 * LR II dated 29.9.61 that the
case of Sri Upadhay is not fit for reference to an Industrial
Tribunal for adjudication because he was dismissed for
conduct.

In the circumstances, I do not find any justification
in taking up this matter afresh under the Code of disciplin.

Yours faithfully

(A.M. Joshi)
Regional Labour Commissioner(C)
Implementation, Dhanbad.

COLLIERY MAZDUR SABHA

(INDIAN MINE WORKERS' FEDERATION & A. I. T. U. C.)

REGD. No. 3449

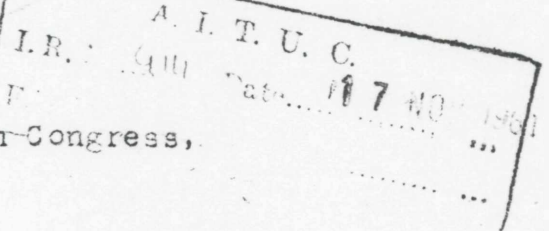
G. T. Road, Asansol.

GENERAL SECRETARY : SRI B. N. TEWARI.

Ref No.....

Dated...15th Nov '61.

✓ To,
Com. K.G. Sriwastava,
Secretary,
All India Trade Union Congress,
Ashoka Road,
New Delhi.



Dear Somrade,

The 4 the meeting of the Joint Purchase Advisory Committee (Uniform & Footwear) will be held in New Delhi on the 21st, November at 2. P.M. in the office of Sri Leja Singh Sahni, Deputy Secretary, Govt. of India, Ministry of Labour and Employment.

I will be reaching New Delhi on 20th November '61. to attend the meeting.

I would request you to please arrange accommodation for me. ~~xxxxxxx~~

With Greetings.

Yours Fraternally
Sunil Sen
(Sunil Sen) 15/11
Organising Secretary.

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November 17, 1961

Dear Com.Prasanta,

Thanks for the copy of the Memorandum of Agreement arrived at on 30.10.61, regarding contract system.

I hope before the agreement was signed, the constituent units of the IMWF were consulted. Also that the copy of the agreement has been circulated by you to all the unions in the industry.

Com.Chaturanan Mishra has some clarifications to seek on this agreement, specifically about the exemption of overburden removal work (para 2, vi. of the agreement).

I am sure you will explain things to him and also others, if any, if you get any queries.

With greetings,

Yours fraternally,

K.G.

(K.G. Sriwastava)

Com.Prasanta Burman,
Secretary, IMWF,
Dhanbad.

copy to: Com.Chaturanan Mishra

A. I. T. U. C.
I. R. No. 31301... 6. NOV 1961
File No. ...

To
The General Secretary,
All India Trade Union Congress.

the 3rd November, 1961.

Sub: Supreme court case in relation to the malis of
Bhowra Colliery. Civil appeal No. 96 of 1961.

Dear Comrade,

This appeal is being responded to by our union, Eastern Coal Co. Collieries Workers Union, Bhowra through the supreme court Advocate, Sri Janardan Sharma. Sri Sharma was engaged by the union on the advice of the AITUC centre. At that time we made it clear to the Centre (possibly to Com. Srivastav) that our union being a small union, it will not be possible for us to pay the usual fee to the advocate. We undertook to pay the other court expenses. It was provisionally arranged at that time that the AITUC centre will take care of the advocate's fee and we will pay the court expenses, and after the disposal of the case we will pay the advocate's fee from the cost we will get from the ~~cost~~ appellant. Later when Com. Lalit saw you personally in this connection you accepted that arrangement, and accordingly we have paid all the court expenses and also some amount for the advocat's fee. In total we have spent Rs. 500/- and a bit more on this case, from an union whose membership is hardly more than 300.

We have again received a letter from the advocate, the true copy of which is given below. We are not in a position to pay the fees which he has demanded in this letter. Even from all the coal unions of this field we will not be able to pay the fees of Rs. 2000/-. Therefore, it should be clear that the fate of the case will depend solely on the capacity of the AITUC centre to tackle the said advocate. The case is an important one because it is related with a matter of industrywise importance. The case is very favourable to us, and there is every likelihood of our winning the case. But nothing will happen if the advocate demands advance payment of his fees from us. We are unable to pay anything more, even if the case goes by default.

We think that the previous arrangement is the only possible arrangement in the circumstances given above, and somehow or other the AITUC centre shall have to make the advocate agree to abide by the arrangement. Please do whatever is possible in this matter keeping in mind, that everything depend on you now.

Yours fraternally,

P. N. Sharma

(True copy)
Janardan Sharma, Advocate, Supreme Court.

341/61.
8th Oct. 61.

Secretary, Eastern Coal. Co. Union.

Dear Sir,

The appeal abovenamed has been included in the monthly list of Oct. 61 at item No. 62. I am not in a position to tell you when the appeal would be taken up for hearing, but as soon as it is included in the weekly list I shall inform you. I am sending a statement of case filed by in the supreme court in a separate cover. I received a sum of Rs. 100/- for the statement of case which has been spent in the cyclostyling of the stement of case and the court fee which is Rs. 250/-.

I shall appeal and argue the appeal on behalf of the union when it is taken up by the supreme court for argument. I generally charge a fee of Rs. 800/- per day for arguing the appeal. Hoping to hear from you soon.

Yours etc.

We are not paying the court expenses. We are paying the court expenses from the union funds.

XO

**EASTERN COAL CO., COLLIERY
WORKERS UNION.
P. O. BHOWRA, (DHANBAD)**

270

To

Dated the 10th November 1961.

The Secretary,
All India Trade Union Congress,
NEW DELHI.

Sub:- Enquiry to have an assesment of the Law and order situation and Labour Management relations in Coal Industry.

Ref:- Your Circular dated 7th Octo.61 to all union(Coal)

Dear Comrade,

After receiving your above mentioned circular I prepared a detailed memoranda over the victimisation of our vice-president namely Sri R.N.Upadhay, Munshi, Bhowra Colliery. I submitted the said memoranda to ~~the~~ Sri A.M.Joshi, Regional Labour Commissioner(C) (Implementation) as advised by you, and I also sent copies to you and to the E & I Division, Ministry of Labour and employment(C) New Delhi. vide our letter dated 14th October 1961.

We have received a letter from Sri A.M.Joshi, R.L.C (Impl) Dhanbad, through which he informed us that he is unable to do any thing over the matter. A copy of his letter No.2/3(90) 61 dated 1st. Nov.61 are enclosed herewith.

Please advise me what will be our next step. However I am sending another representation to the ~~Labour~~ secretary Ministry of Labour for re-consideration. I would also request you to please take up the dispute with the labour Ministry for referring the dispute to the Central Govt. Industrial Tribunal Dhanbad for adjudication.

Yours faithfully

Ram Mitra
(Ram Mitra) 10/11/61
General Secretary

enclosed one.

A. T. U. C.
6027. Dated 3. NOV 1961
..... Replied on.....

file 270

*2/12/61 with copy +
can be shared.
VGA
13/11/61*

270
November 20, 1961

Com. Prasanta Burman,
IMWF, Dhanbad

Dear Com. Prasanta,

I referred your letter of 3rd November to Com. Dange as it was referred ^{that} ~~as~~ he had agreed to the arrangement regarding payment.

It has also been referred at one place in your letter that it was made clear to me that your union cannot bear the expenses of the case. I must say it categorically that at no stage I agreed on behalf of the AIPUC to take any financial responsibility of the case either in writing or verbally.

As a matter of policy, except for criminal cases involving charge of murder, etc., we are not in a position and never undertake responsibility of other types of cases.

Com. Dange has also informed me that he never agreed to undertake the financial responsibility of this case. Moreover, as things stand today, we are not in a position to incur any liability of this nature.

With greetings,

Yours fraternally,

U.S.
सुखी
(K.G. Sriwastava)
Secretary

Copy to: Shri Janardan Sharma

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GOVERNMENT OF INDIA
MINISTRY OF LABOUR & EMPLOYMENT
COAL MINES LABOUR WELFARE ORGANISATION

NO.HB.17(1)/69

Dated Jagjivan Nagar, the 28 November, 1961.

To

- (1) The Chairman,
Indian Mining Association,
Royal Exchange,
Calcutta.
- (2) The President,
All India Trade Union Congress,
NO.17, Janapath,
New Delhi.
- (3) The Hind Mazdoor Sabha,
Nagin Das Chambers,
167, Fyare Road,
Bombay.
- (4) All India Trade Union Congress,
4, Ashok Road,
New Delhi.

Subj:- Reconstitution of the Housing Board.

Dear Sir,

I am directed to invite a reference to this office
of even number dated 1.11.1961 on the above subject and to
request you kindly to expedite a reply thereto.

Yours faithfully,

*reply
file*

Mazumdar/-
Comp. by:- *LD*

[Signature]
ASSISTANT SECRETARY TO THE
COAL MINES WELFARE COMMISSIONER.
DHANBAD.

A. I. T. U. C.	
L.R. No. 4235	Date..... <i>8/11</i>
File No.....	Replied on.....

270

November 20, 1961

Dear Com.Chaturanan,

Yours of 27th October in which you had, among others, indicated about the desirability of obtaining a jeep to help you in election as well as TU work in general. We regret to inform you that under the present circumstances, we are unable to be of any assistance to you in this regard.

With greetings,

Yours fraternally,

K.G.
(K.G.Sriwastava)

Com.Chaturanan Mishra,
Giridih

CENTRAL GOVERNMENT COURT OF INQUIRY
(COAL MINING INDUSTRY)

Parties:

Employers in relation to the Coal Mining Industry
and
Their Workmen.

Present:

Shri L.P. Dave, Sole Member.

Appearances:

Shri S.S. Mukherjee, Advocate Shri D. Narsingh, Advocate & Mr. W.J. Jamson		for Indian Mining Association.
Shri S.S. Mukherjee, Advocate	-	for Indian Mining Federation.
Shri S.S. Mukherjee & Shri D.B. Raval		for Indian Colliery Owners' Association.
Shri D. Narsingh, Advocate	-	for National Coal Development Corpn. Ltd., and Messrs Singareni Collieries & Co. Ltd.
Shri Gulab Gupta and Shri S. Das Gupta		On behalf of Colliery Mazdoor Sangh.
Shri M.V. Desai	-	On behalf of Koyala Mazdoor Panchayat, Hind Mazdoor Sabha, & Colliery Mazdoor Congress.
Shri Kalyan Ray	-	On behalf of Colliery Staff Association.
Shri Lalit Burman	-	On behalf of Indian Mine Worker's Federation.

R E P O R T

Dat d. the 21st November. 1961.

The Central Government being of the opinion that an industrial dispute existed between the employers in relation to the Coal Mines Industry and their workmen considered it desirable to refer certain matters connected with or relevant to the said disputes to a Court of Inquiry. Hence, the Government of India in the Ministry of Labour & Employment issued Notification No.1/33/60-IRII dated 31-10-60 constituting a Court of Inquiry with Shri G. Palit as Sole Member and referred to it certain matters which will be mentioned hereafter. A vacancy occurred in the office of the Sole Member of the Court of Inquiry due to the demise of Shri G. Palit and the Government of India thereupon issued a notification of even number on 27.5.1961 appointing me as the Sole Member of the Court of Inquiry. By a subsequent order of even number dated the 30th June, 1961, the terms of reference were slightly modified and the modified terms of reference are as under:-

1. Whether the system of employment of labour through or by contractors and Sub-contractors in the coal mining industry in the country can be abolished without impairing productivity, and, if so, in which case of employment and within what period.

2. To the extent that contract system cannot be abolished in the industry, what measures, statutory or otherwise, should be devised to ensure fair wages and conditions of employment to labour employed through or by contractors and Sub-contractors.

2. Notices were issued to the Indian Mining Association, the Indian Mining Federation, Indian Colliery Owners Association, Madhya Pradesh and Vidarbha Mining Association, the National Coal Development Corporation and Messrs Singareni Collieries Co. Ltd., the Indian National Mine Workers' Federation, the Indian Mine Workers Federation, the Koyala Mazdoor Panchayat, the Indian National Trade Union Congress, the Hindusthan Khan Mazdoor Sangh, the Magma Coal Field Workers Union, the Bihar Koyala Mazdoor Sabha, the Chhattisgarh Colliery Workers Federation, the Madhya Pradesh Rastriya Koyala Khadan Mazdoor Sangh, the M.S.M. Railway Talchar Employees Association, the Colliery Mazdoor Sangh and the Colliery Staff Association. So far as employers were concerned, the Indian Mining Association, the Indian Mining Federation, the Indian Colliery Owners' Association, the National Coal Development Corporation and the Singareni Collieries Co. Ltd. appeared before the Court and filed their written statements. So far as workers were concerned, the Indian National Mine Workers' Federation, the Koyala Mazdoor Panchayat, the Colliery Mazdoor Congress, the Indian Mining Workers' Federation, the Bihar Koyala Mazdoor Sabha, the Colliery Staff Association, the Bihar Coal Miners Union, the Hindusthan Khan Mazdoor Sangh and the Mine Mazdoor Union and Chhattisgarh Colliery Workers' Federation filed their written statements. Actually, however, only the representatives of the Indian National Mine Workers' Federation, Koyala Mazdoor Panchayat, the Colliery Mazdoor Congress, the Hind Mazdoor Sabha and the Indian Mine Workers Federation appeared before the Court and took part in proceedings before it. Representatives of other Unions did not appear before the Court nor did they take any part in the proceedings before the Court except file their written statements as stated above.

3. The Court heard the parties who also placed certain facts before the Court. The Court in company of the representatives of both the employers and the workers visited two collieries, one in the Jharia Coal Field area and the other in the Raniganj Coal field area. Evidence was then started to be recorded and one witness was actually examined. Further proceedings were then adjourned as the parties wanted time to negotiate an agreement. Ultimately on 30th October, 1961, an agreement (copy attached herewith) signed by the representatives of the Indian Mining Association, the Indian Mining Federation and the Indian Colliery Owners Association on the one hand and the Indian National Mine Workers Federation, the Koyala Mazdoor Panchayat, the Colliery Mazdoor Congress, The Hind Mazdoor Sabha and the Indian Mine Workers Federation on the other was placed before the Court. The Advocate appearing on behalf of the National Coal Development Corpn. and M/s. Singareni Collieries Co. Ltd. also subscribed to the above agreement in so far as it related to the terms of reference before the Court. The parties also informed the Court that they did not want to produce any further evidence and that the Court should record its findings in terms of the above agreement. It may be noted that no other party appeared before the Court, either on behalf of the employers or on behalf of the workers.

4. Under the terms of agreement, it has been agreed that the system of contract labour should be abolished in the coal industry subject to certain exemptions. It was further agreed that certain categories out of categories which were directly connected with the raising and despatch of coal and manufacture and despatch of coke should be exempted; that is, in respect of those categories the system of contract labour may be continued and further that the contract system is to be continued in all processes not directly concerned with the raising and despatch of coal and the raising and despatch of coke. In all cases where contract labour is to continue, certain safeguards have been provided by the agreement. The agreement further lays down that all work except in the categories which are exempted should be taken over and carried on departmentally by the principal employer as early as possible, but not later than 30th September, 1962. It has been lastly provided that the operation of the agreement should be reviewed annually and that the first review should take place between 1.11.62 and 15.11.62. I have now got to consider as to what findings I should give on the points referred to me.

5. It appears that the practice of employing labour through contractors and entrusting certain kinds of work to contractors has been in vogue in the coal industry for quite a long time. This practice has come in for severe criticism by several committees and commissions. Actually even the employers had at different times agreed to the abolition of the system subject to certain exemptions and conditions. Still the system has continued to be in force.

6. The first Commission which considered the system of contract labour in coal mines was the Royal Commission on Labour. It appears that at that time contractors were engaged mainly for recruiting labour and raising coal. The Royal Commission after considering the question of Raising Contractors, recommended "the gradual supersession of the raising contractor as such and the substitution of what is known as sarkari working" (See Page 120 of the Report, 1931).

7. In 1932 the Government of Bihar appointed a Committee known as Bihar Labour Enquiry Committee for undertaking enquiry into the conditions of industrial labour prevailing in the important industrial centres and industries in the Province with particular reference to each important industry and locality and to make such recommendations as may appear practicable for the purpose of improving the labour wages, conditions of work, employment etc. in the important industries of the localities concerned. The Committee submitted its report in 1940. Chapter IV of the report deals with recruitment. In para 76, the Committee has said that one of the methods of recruitment of labour was by contractors, jobbers or Sardars. The Committee has also said that they were strongly of the opinion that recruitment through contractors should be discontinued as early as possible, but where it was found that contractors were for some time indispensable, they should be licenced by the State and should be required to maintain a register of all payments etc. If any of them was found guilty of unfair dealings with labour, the licence should be withdrawn and a further penalty imposed on them. The Committee further stated that they desired that the contractors should be compelled to conform to standards of conduct similar in effect to that which had recently been imposed on money lenders in Bihar. The Committee dealt with contract labour in chapter V. The question of coal industry was considered by the Committee in Chapter XVIII. The Committee considered the case of raising contractors in paras 389 to 392 of their report. I would here only quote some of the remarks made by the Committee in para 392; "eight years ago the Royal Commission recommended that the contract system should be gradually abolished. We regret to find that the progress has been deplorably slow and more that there should be any desire to retrace the steps. We would prefer to see the system of raising contractors abolished as soon as possible. But in case it is found impracticable to abolish it, the conditions governing contract labour enumerated in Chapter V should be enforced".

8. A Committee known as Labour Investigation Committee was appointed by the Government of India in 1944 and it submitted its report in 1946. The Committee have referred to question of contract labour in Section II of Chapter IV of their report. The Committee referred to the reports of the Royal Commission on Labour, The Bihar Labour Enquiry Committee and the Bombay Textile Labour Enquiry Committee. The Committee have then observed "not only the Royal Commission but also the Bombay and Bihar Committees have suggested legal abolition of the system of contract labour, and we fully endorse that suggestion. Of course, we cannot expect that all contract work will be necessarily terminated; but some sort of distinction between essential and non-essential processes will have to be drawn". The Committee then referred to cases where certain kinds of work could be entrusted to contractors. They observed that "For example, if a textile factory owner calls a building contractor for painting or white washing, which are not part of the essential processes in the factory, there can be no objection; but the manner in which employers seek to avoid their obligations towards workers by delegating even essential processes (for example mixing, or bleaching in a textile mill or raising of coal in a coal mine, etc.) can and should be prohibited". The Committee then referred to Public Works Department labour and said that they did not wholly agree with the view of the Royal Commission on Labour that employment through contractors was the only satisfactory method in the case of

Public Works Department labour. The Committee then stated that their survey of Central Public Works Department labour showed that the contract labour was not favourably placed. The Committee finally observed "The only method of tackling the problem, therefore, is to regulate the conditions of contract labour in all industries, where its existence is inevitable".

9. In 1945, a survey into the conditions of labour in the coal mining industry was made by Mr. S.R. Deshpande at the instance of the then Department of Labour. His report showed that the contract system was prevalent to a large extent in the coal mining industry. He referred to raising contracts, commission contracts, petty contracts and managing contracts.

10. In December 1945 the Government of India appointed a Committee known as Indian Coal Fields Committee and this Committee submitted its report in September, 1946. It referred to the contract system in paras 14 to 18 of Chapter XV of its report. The Committee recommended that the raising contract system should be abandoned as early as possible.

11. In 1947 the Government of India appointed a Board of Conciliation for promoting a settlement of certain disputes in the collieries in Bengal and Bihar. The Board has referred to the question of contract system in para (23) of their report. There they have observed "We are emphatic that the time has now arrived when it (raising contract system) should be fully and finally abolished. It has undoubtedly led to widespread irregularities and mal-practices and we unreservedly condemn it". The Board then mentioned that they made an exception as to overburden removal. They felt that "mal-practices could be avoided by payment from the contractor's account to the workers direct by the management, in conformity with a list of earnings submitted by the contractor, which would be subject to scrutiny". The Board finally observed, "So long, however, as the contract system continues, the labour employed in the mine and also in all piece-work systems, shall be paid direct by the Management, and such labour shall be entitled to all the amenities enjoyed by workers of the same categories as if directly employed".

12. In 1949, the Government of India appointed a Railway Colliery Enquiry Committee which submitted its report in 1950. The Committee recognised the abolition of contract system was desirable, but they suggested postponement thereof. Incidentally, it may be mentioned that one of the members dissented from the majority as he was of the opinion that abolition should be immediate and that there was no excuse for the continuance of the system.

13. The question of contract labour came before the different sessions of the Industrial Committee on Coal mines. In the first session held in January, 1948, this question was discussed and ultimately there was general agreement that with the assurances given the matter could be left to be suitably dealt with by Government. The question was again considered in the second session of the Industrial Committee held in September, 1948. It appears that the labour representatives pressed for the abolition of the system, while it was urged on behalf of employers that certain kinds of contract labour could not be dispensed with. Ultimately it was agreed that the question needed more detailed examination. The question was again raised in the fourth session of the Industrial Committee held in April, 1952, when after discussion it was decided that the question should be further examined.

14. The matter then once again came before the fifth session of the Industrial Committee held in August, 1956. It appears that a Sub-committee was appointed to consider certain items, one of which was abolition of contract labour. It was agreed by the employers' and workers' representatives that the contract system should be abolished within a specified period. The workers' representatives desired abolition within a period of six months while the employers' representatives were unable to specify any period. The employers' as well as workers' representatives agreed that there should be no further extension of the contract system. In other words, wherever contract system was not in vogue before, there should be no substitution of the departmental system by the contract system. It was also agreed and this was already in accordance with the Standing Orders of the collieries that the employers would accept the responsibility of supervising payment to contract labour.

The workers' representatives, however, desired that the responsibility for payment to contract labour should also rest on the principal employer.

15. Regarding the general question of abolition of contract labour, the employers' representatives were of the view that the abolition of contract system would be feasible only with the exemptions enumerated below:-

- 1) Sinking of pits and driving of inclines.
- 2) Sand loading.
- 3) Coal loading and unloading.
- 4) Dyke cutting.
- 5) Overburden removal and earth cutting.
- 6) Building.
- 7) Brick making.
- 8) Tile making.
- 9) Soft coke making.
- 10) Road making and repairing.
- 11) Manufacture and repair of coal tubs.

It was suggested that Government should undertake legislation for the abolition of contract system. In determining the exceptions to the general rule of abolition of the system, they would consult the employers' and the workers' representatives before finalising the list. This was, however, not agreed to by the employers' representatives. They insisted that the list of exemptions should be finalised before they could agree to any legislation for abolition of the contract system.

16. The matter then came before the open session of the Industrial Committee. The proceedings show that there was complete agreement on the principle of abolition of contract labour; and the only difference between the employers' representatives and the workers' representatives was about the categories to be exempted from the abolition of contract system. Ultimately it was found that it was not possible to go into all the details at that stage and the workers' and the employers' organisations were asked to send separate memoranda on the subject within a period of six weeks, after which the whole position was to be carefully examined.

17. At the next (sixth) session of the Industrial Committee held in February, 1959, there was some discussion regarding the categories of work that might be allowed to remain under the contract system. Individual items of work were considered but no final agreement could be reached. Hence a Committee was appointed to carry out a study and submit a report covering all aspects of the question with special reference to the categories of work which could be allowed to remain on contract basis. At the seventh Session of the Industrial Committee held in April, 1960, it was decided that in view of the difficulties experienced in conducting a joint study, it was agreed that a Court of Inquiry should be constituted. It was accordingly that this Court was constituted.

18. There can be no doubt that the system of contract labour deserves to be abolished. I have mentioned above the decisions of various committees on this point. The system has led to many mal-practices. To illustrate this, I may mention only one fact. It is that in cases where contracts are given for raising coal, the contractor is being paid an amount which is (much) less than the price fixed by Government. The industry is agitating that the price fixed by Government is not adequate. Would a contractor accept a contract for a lesser amount unless it gives him a profit? For this, he must resort to mal-practices. Actually when I visited one of the collieries by surprise, I learnt that the labour was not paid all its dues. I found that the Contractor was not properly maintaining the Attendance Register; and persons who were found actually working were shown as absent in the Register. This must be with a view to avoid payment of bonus and other benefits. This is only one instance showing that the contract system had led to mal-practices. This fact was recognised by the Conciliation Board as long ago as 1947 and they mentioned that the contract system had undoubtedly led to wide-spread irregularities and mal-practices and they had unreservedly condemned it. It may be noted that there were two members representing industry on this Board.

19. Actually, it has been the policy laid down by the Government in the Second and Third Five Year Plans that contract labour should be abolished. Even the terms of reference to this Court presuppose that the system has got to be abolished and what the Court has been asked to consider is whether it can be abolished without impairing productivity and in which cases of employment. I have therefore no hesitation in holding that the system of employment of labour through or by contractors deserves to be abolished.

20. This brings me to the important questions as to whether this can be done without impairing productivity and in which cases of employment. This point has been made much easier for me by an agreement arrived at between the employers and the workmen. The agreement has been signed and accepted by the three Principal Associations representing the employers and three Principal Associations representing labour. The Singareni Coal Co. Ltd. and the National Coal Development Corporation have also accepted the agreement. In other words, the agreement has been subscribed to by a great majority of the owners and a majority of the workers. As I mentioned above, a copy of this agreement is annexed herewith.

21. Under the terms of agreement, it has been agreed that the system of contract labour has to be abolished in the industry except in the seven categories mentioned in the agreement. It has been agreed that all processes directly connected with raising and despatch of coal and manufacture and despatch of coke should be the direct responsibility of the principal employer except in the seven categories mentioned in the agreement. It has also been agreed that in processes not directly concerned with the raising and despatch of coal and manufacture and despatch of coke, work may be got done through contractors, but the principal employer has to ensure the observance of fair labour standards and fair labour practices.

22. So far as these latter processes are concerned i.e. the processes not directly concerned with the raising and despatch of coal and manufacture and despatch of coke, it may not be proper and/or practicable to get the work done departmentally. Such processes would cover construction and repair of roads, construction and repair of buildings and making of tiles and bricks. Such work would usually be of a temporary or intermittent nature and it would not be fair to expect the industry always to get such work done departmentally. There would be nothing wrong if such work is entrusted to contractors who can do it more quickly, economically and efficiently.

23. So far, however, as processes directly concerned with the raising and despatch of coal and manufacture and despatch of coke are concerned, that is the principal work of the coal industry. Normally such work must be done departmentally. An exception has been made in the case of seven categories mentioned below:-

- i) Sinking of pit and driving of Inclines,
- ii) Sand loading,
- iii) Dyke cutting and driving of stone drifts and miscellaneous stone work underground,
- iv) Coal loading and unloading, provided that the Principal Employer shall engage a nucleus of wagon and truck loaders to whom regular work can be guaranteed; the number of such nucleus to be reviewed quarterly,
- v) Miscellaneous civil engineering works of an irregular and intermittent nature,
- vi) Overburden removal and earth cutting,
- vii) Soft Coke manufacturing.

I shall proceed to discuss these categories one by one.

24. The first category is regarding sinking of pits and driving of inclines. I am told that this work is of a temporary and preliminary nature. It would end as soon as the pits are sunk and inclines driven. Hence it would not be economical to the employer to engage permanent workers for the same to get this work done departmentally. I would accept the agreement at this stage and allow this work to be done through contractors at present.

Under the agreement, there is to be a review of work every year and this category may be reviewed later on. It may be considered whether this work cannot be done departmentally by engaging workmen by the principal employer on a temporary basis. The work is not such that it would be over within a few days and the question of abolition of contract system in this category may be reviewed later on.

25. The second category is about sand loading. I am told that this work is seasonal and that it cannot be done in the monsoon. I must mention that I am not quite satisfied that the work cannot be done departmentally. In view, however, of the agreement between the industry and the labour, I would allow this work to be continued to be done by contract labour for the present and would leave it to the parties to review this point later on.

26. The third category is Dyke cutting and driving of stone drifts and miscellaneous stone work underground. This work would be not only temporary but also intermittent and there would be no objection in its being allowed to be done through contractors.

27. The fourth category is coal loading and unloading. The agreement on this category contains a proviso that the principal employer shall engage a nucleus of wagon and truck loaders to whom regular work can be guaranteed; the number of such nucleus to be reviewed quarterly. I am told that the position of wagon supply is not regular and sometimes extra work of loading and unloading may be required to be done, and that such work would be of a temporary nature and hence it is said that it may be allowed to be done through contractors. This is, however, likely to lead to mal-practices. For instance, an employer may engage a nucleus of loaders at much less than his normal and usual requirements and thus evade doing the work departmentally. I am however accepting the agreement only because it is agreed that it would be reviewed later on.

28. The fifth category deals with miscellaneous civil engineering works of an irregular and intermittent nature. By their very nature, such work would be both temporary and intermittent and there would be nothing wrong if it is allowed to be done through contractors.

29. The sixth category deals with overburden removal and earth cutting. This is a work of temporary nature and would be over as soon as overburden is removed and earth cut. This category, however, would require careful scrutiny at the review to see whether the work is not such as can be done departmentally by engaging labour on a temporary basis, as in the case of first category mentioned above.

30. The last category excepted in the agreement is of manufacturing soft coke. It is sought to be exempted on the ground that the work is fluctuating and would depend on the demand of soft coke. Here again, I am not quite satisfied whether the work cannot be done departmentally and whether getting the work done through contractors is not liable to be abused. I am, however, accepting this exemption because of the agreement between the employers and the labour. I would certainly desire that it would be carefully reviewed later on.

31. My decision on the first point referred to me, therefore, would be that the system of employment of labour by or through contractors in the coal mining industry can be abolished without impairing productivity in cases where processes directly concerned with the raising and despatch of coal and manufacture and despatch of coke are concerned except in the case of seven categories mentioned above. The exempted categories should be reviewed every year especially categories 1, 2, 4, 6 and 7 to see whether the exemptions can and should be discontinued. It has been agreed that the system, where it is to be abolished, should be abolished as early as possible, but in any case not later than 30th September, 1962. In this connection, I would suggest that the industry may take steps to abolish the system by slabs, the first slab to come into operation on the 1st March, 1962, the second on the 30th June, 1962 and the last on 30th September, 1962.

32. The second point referred to me is to the extent that the contract system cannot be abolished, what measures should be devised to ensure fair wages and conditions of employment to labour employed through/or by contractors and sub-contractors. In the agreement entered into by the parties, it has been agreed that in cases where the system of contract labour is to be retained, the principal employer should either make payments of the wages direct or remain responsible for seeing that wages are paid and that such payment should be made from principal employer's office; and further that the principal employers are to ensure the observance of fair labour standards and fair labour practices with particular reference to payment of correct rates of wages and amenities to which workmen engaged in such processes are entitled, either under an Award, Enactment or Agreement. I am told that even now when a contract is given, there is usually a clause in the contract that the contractor will pay proper wages to the labour. In actual practice, however, this clause is not given effect to by the contractor. The agreement, therefore, lays down that the principal employer should either make payment of the wages direct or remain responsible for seeing that wages are paid and that such payment should be made from principal employer's office. In my opinion, however, this would not always be quite sufficient, because as the laws stand now, it would be difficult if not impossible for a workman who is not paid by the contractor to obtain wages from the principal employer. The provisions of the Payment of Wages Act, 1936, are not clear and are liable to be interpreted as meaning that an employer is not responsible for payment of wages to a person employed by a contractor. I would, therefore, suggest that the Payment of Wages Act should be suitably amended in this connection. This would enable a contractor's labourer to claim wages from the principal employer, by making an application to the authority appointed under Payment of Wages Act.

33. I would also suggest amendment of the definition of 'employer' as given in the Industrial Disputes Act, 1947. The principal employer is, under the present definition, not an employer, in cases of workmen employed by a contractor. The definition should be so amended that the principal employer would come under the definition, even in respect of workmen employed by a contractor. In this connection, clause (c) of Section 3(14) of the Bombay Industrial Relations Act would serve as a useful guide.

34. I may here also mention that the definitions given in the Workmen's Compensation Act, 1923 and Mines Act, 1952 are wide enough to cover the responsibilities of the employer in cases of labour employed by or through contractors. Section 12 of the Workmen's Compensation Act makes the principal employer liable to pay compensation even in the case of a workman employed by a contractor. The definition of owner given in Section 2(1) of the Mines Act mentions that "any contractor for the working of a mine or any part thereof shall be subject to the Mines Act in like manner as if he were an owner, but not so as to exempt the owner from any liability".

35. I would, therefore, suggest that suitable amendments be made both in the Payment of Wages Act and in the Industrial Disputes Act. I may add that all the representatives of the employers and all representatives of workmen who appeared before me agreed to this.

36. I would make one more recommendation and it is about licencing of contractors. The Bihar Labour Enquiry Committee had recommended that contractors should be licenced by the State and should be required to maintain a register of all payments etc. In my opinion, this recommendation deserves to be carried out in cases where a contractor employs one hundred workers or more. I would suggest that giving of licences to contractors should be on a liberal scale, so that there may not be the evils of monopoly. A security deposit should be taken from the contractor, so that it would safeguard the interests of both the principal employer as well as the labour. There should be a condition in the licence that if a contractor was found guilty of unfair labour practices or non-payment of fair and proper wages to his labourers, his licence would be cancelled without his having a right to claim compensation and his security deposit may be forfeited in such cases. It may even be made a penal offence if a contractor is found guilty of unfair labour practices on more occasions than four or five.

37. My finding on the second point referred to me therefore would be that the measures necessary to ensure fair wages and conditions of employment to labour employed through or by contractors and Sub-contractors would be firstly, that the principal employer should either make payment of wages direct or remain responsible for seeing that wages are paid and that such payment should be made from the principal employer's office and further that the principal employer should ensure the observance of fair labour standards and fair labour practices; secondly, that suitable amendments should be made in the Industrial Disputes Act and the Payment of Wages Act, and thirdly, that a system of licencing contractors should be introduced.

38. To sum up, I adopt the agreement entered into by the parties as the basis of my report and would hold that the said agreement should be accepted at present, and that in all processes directly connected with the raising and despatch of coal and manufacture and despatch of coke, contract labour should be abolished as early as possible, and in any case not later than 30th September, 1962, except in the seven categories specified in Para 2 of the agreement, and that the other provisions in the agreement should also be accepted. I, however, accept the agreement, subject to the following modifications:-

- i) At the time of reviewing the question every year, special attention should be given to categories 1, 2, 4, 6 and 7 and wherever possible steps should be taken to gradually abolish contract labour in these categories also.
- ii) Suitable amendments should be made in the Industrial Disputes Act and Payment of Wages Act as recommended above.
- iii) No one should be allowed to work as a Contractor unless he holds a valid licence and rules for issuing licences should be framed so as to include suggestions made above.

Sd/-L.P. Dave
SOLE MEMBER:

(TO BE PUBLISHED IN PART I, SECTION 3 OF THE GOVERNMENT OF INDIA NOT LATER THAN THE 22ND DECEMBER, 1961)

Government of India
Ministry of Labour & Employment

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Dated, New Delhi, the 6th December, 1961.

NOTIFICATION

S.O. _____ :- In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following report of the Central Government Court of Enquiry (Coal Mining Industry), Calcutta, in the industrial dispute between the employers in relation to the Coal Mining Industry and their workmen.

(Report)

Sd/- A.L. Handa
Under Secretary
[1/33/60-IRII]

To

The Manager,
Government of India Press,
NEW DELHI.

P.T.O.

*8. General Secretary, All-India Trade Union Congress, 4, Ashok Road, New Delhi.

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December 9, 1961

Dear Com. Chaturanan,

Thanks for your letter of 6.12.61.

I personally do not know anything about the arrangement for allowance for the whole-time comrades. Both KG and SAD are now in Moscow and they will be back by 20th or so.

But from your letter, we feel there is some urgency in the matter and therefore we propose to send two months' allowance to the home of this comrade. Later when SAD and KG will come, we shall straighten the matter.

We could not send the money today as the address which you have given in your letter is not clear. Please therefore send us by return of post the complete address (clearly written) where this money can be sent.

We could not reply to your letters as we were very much stuck up with the delegations and all that.

Hope this finds you well.

With greetings,

Yours fraternally,


(Sadhan Mukherjee)