

बीड़ी मजदूर यूनियन जिला फर्रुखाबाद

क्रा. नं. १०-५

रजिस्टर्ड नं० १६८७

कार्यालय-

दिनांक २२-१२-६०

288

गुरसहायगंज

विषय :- उत्तिलिपि समझौता - २१-१-६०

श्रीमान जी! श्री A. L. T. U. C. नं० ४ अक्षोकरोड नई दिल्ली

प्रिय साथी

आपके पत्र २२-१२-६० का उत्तर में मेरे एवं
 मालिकाना कारखाना बीड़ी मजदूरों का समझौता भी २१-१-६०
 को उत्तिलिपि भेजा रहा है। आशा है कि आप इससे संतुष्ट
 उचित काम नहीं करेंगे। मैं इस काम को लक्ष्य बना
 लूँगा।

अहमद खान

२२-१२-६०

संगमनेर - अकोला तालुका विडी कामगार युनियन

[लाल बावटा]

[र. नं. १५०३]

हेड. ऑफिस: - संगमनेर, जि. अहमदनगर

जाचक नं. -

फोटो नं. १

ता. २ / ९ / १९६०

संगमनेर आकाशे तालुका - विडी कामगार युनियन (लाल बावटा)
या विडी कामगार युनियनच्या ~~अंतर्गत~~ इनामपुसचे
नव्या रूमारतीचे उद्घाटन करताना

कां. ए.सू. ए.सू. मिरजकर.

फोटो नं. २

परील युनियनचे मातब्बिची
विडी कामगारांनी बांधिल्ली युनियनची
नवी रूमारतीचे उद्घाटन करित.

साकेल आतमारी पत्र. आहे

कां. मिरजकर. आपण हे फोटो - व. आतमारी

आ. भा. ट्रेड युनियनचे नलमिण पत्र.

ट्रेड युनियन रेकार्ड या पत्रकान पासिही

साठी देणे व काय.

आपला विश्वासू

आगर. बी. शत्रुती

ज. संकोरेरी

(साथे पहा)

संगमनेर आकाशे तालुका विडी कामगार
युनियन. (लाल बावटा) संगमनेर

क्र. ५५. ५५. मिरज नर पाना स. न. वि. वि. ७६

युक्तिपत्राच्या सुधारणेचे उद्देशाने

कार्यक्रमाचे बालसर्प पत्र- व. लक्ष्मण

(४) चार फोटो संपादन देतिले मराठा. मुं. ६

सांगते प्रसिद्धीसाठी कराजय पाठविले
जसून करापण समीक्षा आगर फोन वदन
मराठा वडे योजने वदन प्रसिद्ध करणे
संपादन सांगितले कराजय वि. न. लक्ष्मण

सर्व फोटो प्रसिद्ध करण्यास सांगितले.
वकाय २१/१६
आपण

आर. वी. राजेश
ज. स. कर्कर

information that the P.S.P is
 think of of discharging all the
 employees who are on "muster-roll"
 and I got appointment after 1st
 Nov 1979. As per report, after the
 term is over, they will be reappointed
 again. Simply this is a step to
 deprive them from the right of
 permanency. Regarding partiality
 while giving promotion to employees,
 and all these, I will be in a
 position to supply you information
 (factual) after the 'Holi-Holidays'.
 In my previous letter I
 hinted you about some struggle
 on these issues. What is your
 opinion. We are infm. Any way,
 we are to break this lullness.
 There is a report that M.P. Fridir Choudry
 an B. He is in U.T. U.C. will
 visit this area in the last week
 of this month. So Bolshwas may
 take the chance to attract employees
 by taking similar steps, as I am
 thinking. Saunyal is expected
 in this area from 21st to 30th.
 I want to know your opinion.
 What about your programme? Today I
 am leaving for Rajnagar, on 16th
 will come back and on 18th 20th
 go to Nandini lime stone mine.
 1st camp again at Rajnagar.
 your reply must reach Rajnagar

Latent
 by 21/5/79 or 22/5/79.
 Due
 Economic
 Position
 are

अन्तर्देशीय पत्र

इस पत्र के अन्दर कुछ न रलिये

EXPRESS DELIVERY



570

Mr. Com. K.G. Shrivastava
 Secy. All India Trade Union Congress
 4, Ashok Road
 New-Delhi

← तीसरा नोट →

भेजने वाले का नाम और पता :-



← तीसरा नोट →

30 JAN 1960

PRESS STATEMENT

27-1-60

Editor "TRADE UNION RECORD"

288

V. Kamman

The Secretary of the North Arcot ^{District} Beedi Workers' Union, Vellore writes as follows:-

It is with deep regret that we should view the latest judgment pronounced by our Lordships P. Rajagopalan and Ramachandran Iyer over the writ petitions filed by ~~various~~ ^{the} 28 Beedi Employers.

The judgment clearly shows that the Madras Beedi Industrial Premises Act 1958 has become a purposeless enactment when once the Section 2 (G) (1) of the Act is held ultra vires. The Trade Mark owner now escapes all liabilities under the Act as declared by our High Court and thus it paved the way for all the beedi employers to easily escape from any liabilities ~~under~~ the Act.

Even the Special Officer Mr. M.A. Natarajan, who was appointed by the Madras Government in 1956 to submit a report on the conditions of the Beedi Industry ^{in the State} has reported that only the Trade Mark owners are the real employers ~~owning~~ the beedi industry.

It is for our Government to see that though the other Sections of the Act have been held to be intra vires the constitution, the implementation of the Act becomes a farce when once the main section namely Section 2(G)(1) of the Act is held to be ultra vires.

All the twenty thousand beedi workers of North Arcot and a lakh of beedi workers all over the Tamil Nad and over five lakhs of people depending on these workers are suffering already great ordeals at the hands of the beedi employers and social justice is denied them.

I therefore request the Madras Government to take immediately necessary steps to ensure the beedi workers their safeguards in the industry by making proper amendments to the Act and thereby holding the Trade Mark owners

also responsible for the liabilities contemplated by the Act.

The Madras Government should request the Central Government to issue L-5 and L-2 licences by the Central Excise Department to only such of those employers as obey the Madras Beedi Industrial Premises Act and not to others.

The Madras Government should further request the Central Government not to issue the L-2 licence to individuals but only to Trade Mark employers.

By taking such steps as mentioned above, the Madras Government will be doing immense good towards industrial peace and peaceful employer- employee relationship in the Beedi Industry.

E. V. Kannan
C. V. Kannan
Secretary

From

V. Kannan, General Secretary,
North Arcot District Beedi Workers' Union,
No. 34/3c Katpadi Road, Vellore. (N.A.Dt.)

To

1. The Hon'ble Finance Minister,
Ministry for Finance,
New Delhi.
2. The Hon'ble Minister for Labour and Employment,
Government of India, New Delhi.

Sir,

The executive committee of the North Arcot District Beedi Workers Union, Vellore was held on 20-2-1960 under the presidentship of Com. R. Rajaratnam, B.A.B.L., and the following resolutions were passed unanimously.

1. The Trade Mark beedi proprietors in North Arcot District in Madras State with a view to escape from the provisions of the Madras Beedi Industrial Premises Act 1958 are, after closing the existing factories in North Arcot District and Madras State are shifting them to neighbouring states namely Andhra, Mysore and Kerala. On account of this attitude pursued by the beedi proprietors thousands of beedi workers are being thrown out of employment. Hence in order to prevent them from shifting the place of manufacture of beedies from one state to another neighbouring state, immediate steps should be taken for bringing similar legislations like the Madras beedi industrial premises act in Andhra, Mysore and Kerala states. The committee requests that for bringing these legislations in this states, the central Labour Minister should take steps to convene a meeting of the Labour Minister of Madras, Andhra, Mysore and Kerala.

It is further requested that the central Government should not issue L2 and L5 licences under Central Excise and salt Act 1944 and Central Excise rules 1944 to such of these proprietors who are shifting the place of manufacture of beedies from Madras state to any other neighbouring province.

2. Since the Madras Government has extended the time limit for getting licenses till 1-7-1960 under the Madras beedi Industrial premises Act. It is requested that the central government should direct that central excise department should not give L2 or L5 licenses for beedi manufacturing tobacco before or after 1-7-1960 to any beedi proprietor without consulting the Labour department of government of Madras except for those Trade Mark proprietors who are enforcing the act and have obtained licenses as per the act. Some beedi proprietors may not disrupt the act by taking L2 and L5 licenses.

Vellore.

Dated 1st March 1960.

Yours faithfully,

B. N. Srinivasan

General Secretary.

copy to:-

The Secretary, A.I.F.U.C., New Delhi. ✓
Com. K.T.L. Thangamani. M.P. Tamil Nad.

31 MAY 1960

Copy of letter No. C2/16541/60 d.9.5.1960 of the Commissioner Of Labour, Government Of Andhra Pradesh, Hyderabad addressed to the Area Personnel Manager, I.L.T.D. Company, Guntur.

Sub:- I.L.T.D. Company-- Chirala-- its factories and depots in Andhra Pradesh--Andhra State I.L.T.D. Workers' Union & I.L.T.D. Co., Workers' Union, Chirala--Mutual settlement-- Regarding.

Ref:- your letter No nil d.7.5.1960.

I am extremely happy to note from your letter enclosing a copy of the settlement that the mutual negotiations between yourself and the Unions concerned have again trucked and that a longer agreement for a period of three years has been arrived at. I congratulate your Company as also the two Unions for this very welcome settlement.

Forwarded. By Order. Yours faithfully,
Sd/- .N.K.Guruswamy, Commissioner Of Labour.
Sd/- . xxxxxxxx For Commissioner Of Labour.

Copy to the:- Secretary, I.L.T.D. Company Workers' Union, Chirala
Secretary, Andhra State I.L.T.D. Workers' Union,
Vijayawada;
Sri.R.Ramananda Rao, Area Personnel Manager, I.L.T.D.
Guntur, Chirala.

TRUE COPY.

Tbl
vms
2/6

INDIAN LEAF TOBACCO DEVELOPMENT COMPANY LIMITED.
(Incorporated in the British Isles).

KL:AI

CHIRALA,

11th May, 1960.

LCX/UA.4/14.

CHIRALA & ANAPARTI FACTORIES.

ALL DEPOTS.

SETTLEMENT - LABOUR UNIONS - IMPLEMENTATION.

A three year Settlement has been entered into with the Labour Unions on the 7th May, 1960. We enclose herewith a copy of the Settlement, the provisions of which are self-explanatory.

We have not enclosed copies of Schedules 8 and 9 of the Settlement as they represent the subsisting Factory Standing Orders and Depot Standing Orders respectively.

In item 12 of the Minutes of the Discussions held on the 24th and 25th January, 1958 with the Andhra State I.L.T.D.Co. Workers' Union, it was agreed to provide uniforms to Class 'B' Seasonal Workmen who are regularly performing the duties of Watchmen throughout the Season, but the request of the Union for the payment of the temporary allowance of one anna to these workmen was rejected. This still holds good.

It was agreed in our letter LCX/PC.2/2 dated 25th February, 1959 that Non-Seasonal Class 'B' Workers may accumulate Sick Leave upto 28 days. This has not been incorporated through over-sight in the Settlement and it still holds good.

Any other matter, on subjects like leave rules etc., which has been specifically agreed to in the past and which is not repugnant to the provisions of the enclosed Settlement may be treated as still in force.

OK N. S. Rao
PERSONNEL MANAGER.

Copies to:-

I.L.T.D. CO. LTD., (2 copies)
(Member, Local Board),
CALCUTTA.

F.D. Rose, Esq., (5 copies)
CALCUTTA.

AREA MANAGER, GUNTUR.

AREA PERSONNEL MANAGER, GUNTUR.

AREA ACCOUNTANT, CHIRALA.

AREA ENGINEER, CHIRALA.

DISTRICT MANAGERS,
CHIRALA & RAJAHMUNDRY.

DISTRICT ACCOUNTANTS,
CHIRALA & ANAPARTI.

PERSONNEL MANAGER, RAJAHMUNDRY.

BRANCH ENGINEERS, CHIRALA & ANAPARTI.

CIRCLE MANAGERS,
GUNTUR, CHIC'PET, ONGOLE and
RAJAHMUNDRY.

PERSONNEL DEPARTMENTS,
CHIRALA, ANAPARTI, RAJAHMUNDRY
KOVVUR, GUNTUR, CHIC'PET & ONGOLE.

ANDHRA STATE I.L.T.D.CO.
WORKERS' UNION.

INDIAN LEAF TOBACCO DEVELOPMENT
COMPANY WORKERS' UNION, CHIRALA.

2. Each workman concerned who is now or who on or after 4th May, 1960 will be in the employment of the Company shall be given an increase of Rs.0.09 nP over the existing rate of basic wages i.e., as at 1st May, 1960. Workers newly engaged will be started at the minimum of the concerned revised scales.
3. Piece rates will be fixed by the Company for such of the existing categories of jobs which are done on piece rates. Workmen on piece work will be guaranteed the minimum basic wage based on an eight-hour working day.

2) DEARNESS ALLOWANCE.

From the 4th May, 1960, the scale of Dearness Allowance for the workmen concerned employed by the Company as aforesaid shall be the scale set out in the Third Schedule to this Memorandum.

3) PRODUCTION.

The Unions and the workmen concerned realise that an increase in wages of the workmen can only be possible if there is an increase in the output of production. To this end they will endeavour to impress on the workmen concerned to increase the production.

4) ANNUAL BONUS AND SUPPLEMENTARY BONUS.

Subject as hereinafter provided, the payment to be made to each workman concerned and employed by the Company as aforesaid and eligible there for by way of Annual or Seasonal Bonus and Supplementary Bonus in respect of each of the years ending 31st December, 1960, 31st December, 1961, 31st December, 1962 and 31st December, 1963, shall be calculated at the rate of three-twelfth's of the basic wages earned by each eligible workman during each such year, or season within each such year as the case may be, the terms and conditions stated in the Notices set out in the Fourth and Fifth Schedules (relating to Annual and Seasonal Bonus and Supplementary Bonus payments respectively) to be applicable.

Annual Bonus and Supplementary Bonus calculated as aforesaid shall be payable on or before the last day of January, in each of the years, 1961, 1962, 1963 and 1964 in respect of the English Calendar years 1960, 1961, 1962 and 1963.

5) PROVIDENT FUND.

- A. The contributions payable by the Company shall be at the rate of 6¼% of the basic wages and dearness allowance payable to each Non-Seasonal Workman, who is eligible according to the Company's Provident Fund rules.
- B. The contributions payable by each Non-Seasonal Workman shall be equal to the contribution payable by the Company in respect of such workman.
- C. So long as the Employees' Provident Funds Act, 1952 (Act XIX of 1952) does not apply to the workmen concerned, the Company undertakes to increase the rate of contribution set out in A and B above to such rate in excess of 6¼% (subject to the maximum rate stipulated hereinafter) as may be fixed and given effect to from time to time for all the industries mentioned in Schedule I of the Said Act, with effect from the date when any such increase has been so fixed and given effect to for all the said industries PROVIDED always that even if the rate for all the said industries is fixed in excess of 8-1/3% at anytime the Company will nevertheless not be required to pay contributions in excess of 8-1/3%.

6) GRATUITY.

The terms and conditions of payment of Gratuity to Seasonal and Non-Seasonal Workmen shall be set out in the Sixth and Seventh Schedules to this Memorandum.

7) MATERNITY BENEFIT GRANT.

- A. If a female Class 'B' (Seasonal) Worker is granted leave on production of a Medical Certificate issued by the Company's Medical Officer to the effect that she is expected to be confined within the period stated in the certificate, she shall on her return to work and on production of proof to the satisfaction of the Company's Medical Officer that she has been confined, be entitled to payment of a Maternity Benefit Grant calculated at the rate of annas twelve per day for the actual days of absence and for this purpose maternity leave and maternity benefit grant would only be granted for a maximum period of three weeks before delivery and four weeks after delivery.

B. Benefits granted to the workmen concerned under this part of the Memorandum shall cease to be applicable seven days before the date when the provisions of the Employees' State Insurance Act 1948, may become applicable to Chirala or Anaparti Factory and / or the Leaf Buying Depots in Andhra Pradesh.

8) SICK LEAVE.

A. Non-Seasonal Class 'B' Workers in Depots only (not Factories) will be eligible to be granted 14 days sick leave in each calendar year with full basic wages and full dearness allowance.

B. Seasonal Class 'B' Workers in Depots only (not Factories) will be eligible for sick leave with half basic wages and half dearness allowance at the rate of one day for every twenty days of work performed by them during the previous season.

C. Seasonal and Non-Seasonal Class 'B' Workers in Chirala and Anaparti Factories only (not Depots) will be granted sick leave according to the provisions of Factory Standing Order 11 (1).

D. The conditions for the grant of sick leave mentioned in A and B above, will be the same as for the workmen mentioned in C.

E. Sick Leave Benefits granted to the workmen concerned under this Clause(8) of this Memorandum shall cease to be applicable seven days before the date when the provisions of the Employees' State Insurance Act, 1948, may become applicable to Chirala or Anaparti Factories and/or the Depots in Andhra Pradesh.

9) FACTORY/DEPOT STANDING ORDERS.

The Company's Standing Orders for Factories as certified on 15th February, 1950 and for Depots as certified on 29th September, 1950 under the Industrial Employment (Standing Orders) Act, 1946, and as amended from time to time, the last date of amendment in both cases being 10th September, 1957 copies of which are attached as Eighth and Ninth Schedules hereto, shall not be altered during the period of this Agreement except by mutual agreement.

10) UNIFORMS.

It is agreed that those General Workers (Non-Seasonal) at Depots who are required by the Company to perform the duties of Watchmen will be given uniforms whilst performing such duties. As at Factories an allowance of Rs.0.06 per day for the period of performing these duties will be given.

11) NO DEMANDS TO BE MADE WITH REFERENCE TO CERTAIN MATTERS.

Neither the Unions nor the Workmen concerned (collectively or individually) shall during the period of this Agreement make any demands or resort to conciliation or adjudication or go-slow or strike in respect of basic wages, Dearness Allowance, Bonus and Supplementary Bonus, Gratuity Schemes, the Factory Standing Orders or any other aspect of remuneration or any matter set out in the First Schedule to this Memorandum, or any other matter set out in First Schedule A and First Schedule B of the Memorandum of Settlement dated 4th February, 1957 between the Company and the Unions.

12) MATTERS NOT COVERED BY THIS MEMORANDUM.

The Unions agree not to resort to conciliation or adjudication or go-slow or strike in respect of any matters not covered by this Memorandum, unless negotiations for settlement of such matters have first been entered into by the Unions with the Company and have failed.

13) GENERAL.

Movement of tobacco from place to place will be solely determined by the Company. It is further agreed that no notice need be given to workmen in respect of engagement or discharge of Seasonal workmen. In this respect the existing practice will be continued.

14) PERIOD OF THIS MEMORANDUM.

The period of this Memorandum shall be a term of three years from the date of signing this Memorandum. After the expiry of such term this Memorandum shall nevertheless continue to be binding on the Company and the Unions and the Workmen concerned until the expiry of two months from the date on which notice in writing of an intention to terminate the whole of the Settlement or any part thereof is given by one to the other of the parties to this Settlement.

15) EFFECT OF FUTURE CHANGES IN LEGISLATION.

Without prejudice to Clause 9 (Factories/ Depot Standing Orders) of this Memorandum, nothing in this Agreement shall be deemed to limit the benefits which the workmen may become entitled to under Legislation passed by the Central or the Andhra Pradesh Government after the date and during the period of this Agreement.

16) DIFFICULTIES IN INTERPRETATION.

Any difference in the intrepritation of the terms of this Settlement may be referred to the Commissioner of Labour, Andhra Pradesh, whose decision shall be final.

FOR INDIAN LEAF TOBACCO DEVELOPMENT COMPANY LIMITED

A T T O R N E Y S.

FOR ANDHRA STATE I.L.T.D. COMPANY WORKERS' UNION.

FOR THE INDIAN LEAF TOBACCO DEVELOPMENT COMPANY WORKERS' UNION, CHIRALA.

WITNESSES:

- 1.
.....
- 2.
.....

Memorandum of Demands jointly submitted by the Andhra State
I.L.T.D. Co. Workers Union and the I.L.T.D.
Co. Workers Union - Chirala.

on 29--3--1960

SCHEDULE I.

1. BASIC WAGES:-

(1) The wages of the workers in the Factories and Depots of I.L.T.D. Co. Ltd. should be revised on the basis of the recommendations of 15th Indian Labour Conference.

(2) The present classification of workers needs revision. The classification should be as follows:- General workers (Unskilled); Semiskilled and Skilled workers, on the basis of their work and the necessary skill required for doing that particular work. Even in one group, there should be certain number of higher categories, as there is no regular channel of promotion for the workers in I.L.T.D. Co. Ltd.

(3) We demand the following scales of basic wages:

F.D.R. 10;; 1.50 - .06 - 2.50
D.D.R. 10;;

F.D.R. 20:: 2.00 - .12 - 4.00
D.D.R. 20::

E.D.R. 1:: 1.50 - .06 - 2.50

D.D.R. 3:: 2.50 - .12 - 4.50

There should be no wage differentiation between men and women labour. Female maistries should be paid F.D.R.2 and D.D.R.2 scales.

(4) All the piece rates of wages also should be revised proportion to the increase in wages.

(5) An additional discomfort allowance at the rate of 4 annas per day be paid at Chirala and Anaparti factory and depots for those who are now getting one anna per day and also hazardous and unhygenic nature of work.

(6) Weekly off should be paid.

(7) All the permanent employees in the Factories and the Depots should be brought under monthly paid system by giving them monthly paid time scales, giving all the privelages of monthly paid staff.

F.D.R. 1 45--2--55--3--85--4--105.

(8) All the workers should be fixed and adjusted in the new scales, giving weightages of service at the rate of one increment for every three years of part thereof.

(9) Daily rated factory women coolies in Leaf handling Department should be paid extra allowance of annas 4 than the general Female workers who are on piece rated system.

2. DEARNESS ALLOWANCE.

(1) The prices of essential commodities have been progressively increasing. Though the working class of living index has been consistently increasing, the company did not increase Dearness Allowance over 5.2 points of Eluru index. When the rate of the Dearness Allowance is not giving the

full neutralisation, it is most unreasonably at least not to link up with the cost of Living Index without any limit. So the union urges the Company to provide some essential commodities at subsidised rate through Company managed grain shops and thus protect the real wages of workers.

(2) We demand the rate of Dearness Allowance should be proportionately increased without any ceiling and linked with the rise in cost of living index.

(3) The present rate of the Dearness Allowance should be revised by fixing a rate of increase of 10 nps for every 10 points increase, keeping the base .87 per day for 304 - 314 slab on Eluru consumer price index numbers.

(4) Full Dearness allowance on December 1959 be merged with basic wage.

3. GRATUITY.

(1) The terms and conditions of payments of Gratuity to Seasonal and non-seasonal 'Class B' workers should be changed by amending the present Rules on the following lines:-

(2) The Retiring, compassionate and leaving gratuity should be paid at the rate of one half of one month's basic wages and Dearness Allowance at the date of retirement, death or Leaving, for every completed one year of service multiplied by the number of years of service as seasonal workers also.

(3) The retiring, compassionate and Leaving Gratuity should be paid at a uniform rate to all Seasonal and non-seasonal Class 'B' workers who completes one year's service instead of different rates for different periods of service.

(4) The gratuity amount can also be paid to the assignee without inserting for a succession certificate.

4. PROVIDENT FUND.

(1) According to the company's provident Fund Rules only non-seasonal workers are entitled to join the provident Fund Scheme. The Union demands that this facility of contributory provident Fund should be extended to all seasonal workers also.

(2) The present provident Fund rules of the Company should be changed in such a way that the Company's contribution paid in full to every worker with one completed year of service without imposing any conditions.

(3) The rate of contribution from the worker should be $8\frac{1}{3}\%$ of wages and D.A. and an equal amount should be paid by the Company towards its contribution to the same provident Fund Scheme.

(4) Provident Fund Rules be changed in such a way worker can pay the Insurance premium from his contributions to the Provident Fund.

5. BONUS.

The Company should pay an Annual Bonus for every year at the rate of three-twelfth's of the Basic wage and Dearness Allowance, (total emoluments), earned by each worker.

6. MEDICAL FACILITIES.

The medical facilities provided by the Company to its workers are not adequate and needs very much improvement. We demand a fully equipped hospital be established at Anaparti and Chirala with necessary bed strength and each worker should be given free medical treatment for himself or herself and for the members of his or her family. Each Depot should maintain one fully equipped dispensary with one qualified compounder, nurse and midwife. Lady Doctor should be appointed at the depots, as majority of the workers are women. The company should see that all workers suffering from T.B. are sent to the T.B. Hospitals and treated at the company's cost. Any other chronic disease also be treated at the company's cost.

7. EDUCATIONAL ASSISTANCE GRANT.

We urge that the Company should give financial assistance to all those workers who are paying tuition fees for the children. A educational assistance Grant of one half of the total School or College fees, and cost of books be given to all the eligible workers, who present the necessary certificates from the educational authorities.

8. MATERNITY BENEFIT.

The payment of Maternity Benefit grant should be calculated at the rate of Basic wage and Dearness allowance per day for the actual days of absence under maternity leave rules.

9. LEAVE RULES.

(1) We demand that wages also to be paid for non-seasonal and Seasonal 'B' Class workers when they are on casual Leave.

(2) There should be no differentiation between 'A' and non-seasonal 'B' class workers, with regards to leave facilities.

(3) Non-seasonal Class 'B' workers in the factories and Depots shall be allowed to accumulate their sick leave of one year upto three years. In the case of seasonal class 'B' workers in the Depots, the present rules should be changed so that the worker get a minimum of 5 days sick leave with the right to accumulate the sick leave of one year upto three years.

(4) Full wage and Dearness allowance be paid to all the workers who work on Saturday in the off season period.

(5) A minimum of 7 days earned leave should be guaranteed to all the workers in the Depots.

10. WELFARE FUND.

(1) The company should constitute a welfare fund by allotting a certain percentage of profits to the same Fund and the money thus accumulated should be spent on welfare measures. This fund should be managed by a committee, consisting of representatives from the management and Labour.

(2) The company is requested to give liberal grants and loans to workers credit co-operative Societies at Chirala and Anaparti.

(3) The company should organise educational tours of the workers in the off season period.

11. RETENTION ALLOWANCE.

A Retaining allowance of 25% of total emoluments should be paid to all seasonal workers during off season.

12. RETIRING AGE.

(1) The retiring age limit should at least be changed from 55 to 58.

(2) The management should be liberal in fixing the age of retirement. Documentary evidence like birth extract or baptised record should not be insisted and the old usual practice should be followed.

13. ABOLITION OF CONTRACT SYSTEM.

The company should see that the present contract system of work during the season or off season, be abolished and all the works of company should be given to their own workers without any change in the service conditions and the wage structure.

14. RE-INSTALEMENT OF WORKERS.

(1) The Union urges the company to reinstate all the workers dismissed under the standing orders for the offences said to have been committed during the strike period in 1952 at Chirala and also review and re-instate all the cases workers dismissed during strike in 1948 at Anaparti; the cases of dismissals of Union representatives at Chilakalurpet in 1950; and the case of 14 workers discharged for absence at Chirala. (A list of names will be submitted).

(2) The Union demands the cancellation of dismissal order given to K. Raghavulu LHD, Chirala Factory as the dismissal is unwarranted and most unreasonable.

(3) The Union demands the cancellation of dismissal order given to Subbalah senior most catchman at Mangalagiri Depot as this is glaring case of wrong application of the spirit of the standing orders.

(4) Rules regarding discharge and dismissals should be changed in consultation with the union.

15. SECURITY OF SERVICE AND NO CHANGE IN SERVICE CONDITIONS.

The Company has been following the policy of reducing the permanent Labour at Chirala and Anaparti Factories and other depots. Even during the period of previous agreement, the company took unilateral decisions in the name of Budget control and reduced the Labour compliment and also the working days in the depots. Service conditions were changed even without the consultation with the recognised union at Chirala. Some depots were closed resulting in unemployment of hundreds of workers who worked in this company for more than 10 years. The budget control and reduction of labour costs policy resulted in increasing the discontent among labour and also created feeling insecurity in every one.

(2) Under these conditions the union demand that all vacancies in the non-seasonal workers cadre in the factories and depots since the begining of 2nd Five Year Plan (i.e.) 1956 should be filled up by confirming senior most seasonal workers.

(3) The company should guarantee that labour force in the blue print of 1956 should be maintained without retrenchment in any form. The working conditions should not be

changed in any form without consent of the recognised unions. The increase of work load in Chirala, Anaparti and other places be immediately changed in consultation of the union.

(4) The seasonal workers with 15 and more years of service and workers on F.L.R.2 scales should be confirmed at the Factories. The workers, working as peons, Store attendants, chocras, Weighments assistants may be designated as attendants and confirmed.

(5) The group piece rate system in storage at Chirala be changed to time rate system as is in existence at Anaparti.

(6) Every vacancy should be filled up by appointing substitutes without taking into consideration the length of service.

(7) Minimum working Days in the depots be guaranteed.

(8) (a) Retrenched workers (seasonal and nonseasonal) in Kotipalli depot should be given work opening a depot at Inavalli or Kothapeta (E. Godavari Dt.) or absorb them in any other depot.

(b) Sarpavaram Nursery workers be employed for nursery work next year.

(c) The notices given to male workers (numbering forty) for non engagement during FCV season be withdrawn.

(d) Break of workers of Chitpeta may be provided work.

16. CLASSIFICATION OF WORKERS AND DESIGNATIONS.

(1) In the factories and depots the workers though designated as general workers do the work of other designations. There are cases where the similar work is being done by two workers with difference in pay and designation (eg. watchmen, maistries). These anomalies should be removed.

(2) In a similar way there are workers who do the work of a semi-skilled category in the factories and depots. We demand they should be designated as assistants or helpers with a pay different from general worker (Separate list will be submitted).

(3) Some workers temporarily work in higher designations. When one worker, in the higher category for more than 10 days continuously, he should be paid an acting allowance. If a worker acts or acted for more than one year, he should be confirmed in that post.

(4) Promotions should be given on the basis of seniority.

(5) Preference should be given for the qualified experienced workers for the recruit of clerical and other technical posts.

17. HOURS OF WORK.

(1) Night shift work and the shift in cold storage at the factories should be only for 6 hours per day.

(2) Extra Night shift allowance be paid to all workers who come for night shift.

18. UNIFORMS.

In the factories at Chirala and Anaparti all the workers should be given 2 sets of cotton uniforms for every year and all the female workers should be given two sets of clothing as is being done at the cigarette manufacturing concern. All Non-seasonal workers in the Depots be provided with uniforms.

19. INDUSTRIAL HOUSING.

The Company should acquire necessary land near the factories at Chirala, Anaparti and Rajahmundry and provide free housing accommodation to the workers.

(G.S. BALAJI DAS)
 General Secretary
 Andhra State I.L.T.D. Co. Workers
 Union,
 Vijayawada

(N. JOSEPH)
 General Secretary
 I.L.T.D. Co. Workers Union,
 Chirala.

INDIAN LEAF TOBACCO DEVELOPMENT COMPANY LIMITED
(Incorporated in the British Isles)

SECOND SCHEDULE

SCALES OF WAGES AND DESIGNATIONS - DAILY RATED WORKERS -
IN THE SOUTH INDIA LEAF AREA - EFFECTIVE FROM 4TH MAY 1960

FACTORIES

SCALE F.D.R.1

RUPEES

General Workers	- Males	1.24 - .03 - 1.99
	Females	1.14 - .03 - 1.89

SCALE F.D.R.2

Bevelling Machine Operator

Circular Saw Operator

Planing Machine Operator

Wire Straightening Machine Operator

Hoops Straightening Machine Operator

Band Saw Operator

Maistries

Scalemen

1.59 - .06 - 2.79

Markers

Truck Chits Writer

Carpenters II Class

Sealers

Canteen Cooks

Canteen Tea-makers

Stem Weighers

Checkers

SCALE E.D.R.1.

General Workers

1.24 - .03 - 1.99

No increase will be made in the Dearness Allowance payable to the workers if the Eluru Consumer Price Index Number goes beyond 534.

INDIAN LEAF TOBACCO DEVELOPMENT COMPANY LIMITED
(Incorporated in the British Isles)

SECOND SCHEDULE

SCALES OF WAGES AND DESIGNATIONS - DAILY RATED WORKERS -
IN THE SOUTH INDIA LEAF AREA - EFFECTIVE FROM 4TH MAY 1960

DEPOTS

SCALE D.D.R.1

			<u>RUPES</u>	
General Workers	-	Males	1.24	- .03 - 1.54
		Female Maistries	1.24	- .03 - 1.54
		Other Females	1.14	- .03 - 1.44

SCALE D.D.R.2

Maistries				
Markers				
Cooks				
Carpenters II Class			1.44	- .06 - 2.64
Masons II Class				
Painters				
Tag Writers				

SCALE D.D.R.3

Carpenters I Class			1.74	- .06 - 2.28	- .09 - 3.09
Masons I Class					

No increase will be made in the Dearness Allowance payable to the workers if the Eluru Consumer Price Index Number goes beyond 534.

INDIAN LEAF TOBACCO DEVELOPMENT COMPANY LIMITED
(Incorporated in the British Isles)

THIRD SCHEDULE

SCALES OF DEARNNESS ALLOWANCE FOR CLASS 'B' WORKERS
EMPLOYED IN THE SOUTH INDIA LEAF AREA - WITH
EFFECT FROM 4TH MAY, 1960

<u>Eluru Consumer Price</u> <u>Index Numbers.</u>		<u>Dearnness Allowance</u> <u>in Rupees per day.</u>
304 - 314	Rupees	0.87
315 - 325		0.92
326 - 336		0.97
337 - 347		1.02
348 - 358		1.07
359 - 369		1.12
370 - 380		1.17
381 - 391		1.22
392 - 402		1.27
403 - 413		1.32
414 - 424		1.37
425 - 435		1.42
436 - 446		1.47
447 - 457		1.52
458 - 468		1.57
469 - 479		1.62
480 - 490		1.67
491 - 501		1.72
502 - 512		1.77
513 - 523		1.82
524 - 534		1.87

NOTE.

No increase will be made in the Dearness Allowance payable to the workers if the Eluru Consumer Price Index Number goes beyond 534.

प्रति निवेदन

समझौता माहलामान वयूनमन (२१-१-६०)

हम कारखाने वारान बीडी गुरलहापगंज जिनके दानखेत नीचे
 है। बीडी मजदूर यूनमन गुरलहापगंज जिं फिख्खावाक के बीच में जो रेट
 का विवाद था वह आज जी आइम उकाशी गुप्त व कोप कारखाना
 मजदूर यूनमन मारी गरी, की कोशिश से यह तय हो गया है कि
 आज ती २१-१-६० से १॥ की हजार मारी ग को नीडी बनवाइ
 व इ हजा मशीन ठ के वार हम श म लिपु नियुक्त की
 जाती है। अतएव यह रेट का विवाद तय हो गया है जो को इ
 विवाद नही रहा। जो कारखाने का आज से या आइम उकाशी
 मशी भी नीडी बनवायेगा। वह कारी ग को जो वा नवा को
 अप लिखा हुआ रेट देगा जो कारखाने का नीडी नही बनवायेगा
 उल्लेख साथ को इ ज्यादाती नही होगी।

लेखक - आइम उकाशी गुप्त

- नाम कारखाने का (ग)
- मवजी
- १- मजा इ व अली खां - एम. ए. एंड कंपनी
- २- अहमद एंड मो - काहमद रमा
- ३- कान्ती लाल
- ४- नीलेश कुमार
- ५- जगदीश उमाद अगुवाल कंपनी
- ६- जी नवाज भाजाद इहव नीडी कंपनी
- ७- रामकिशन - दमारात - रामकिशन
- ८- मंजूर खां कामोड नीडी कंपनी
- ९- अब्दुल कलीम रफीक एंड संल
- १०- अब्दुल जव्वाहर का नीडी

समापित
 नली अहमद
 उकाशी गुप्त
 अब्दुल कादिर

अब्दुल कादिर
 २१-१-६०

N O T I C E.

1. Notice is hereby given that in respect of the calendar year 1st. January to 31st December 1959 - subject to the provisions of this notice - Annual Bonus will be calculated in the case of an eligible non-seasonal workman classified as Clerical or as Class 'A' or as Class 'B' and employed at Chirala Factory or at Anaparti Factory or at a Leaf Depot or at a Port Storage in the South India Leaf Area during the calendar year 1st January to 31st December 1959 for a minimum of six complete English calendar months' continuous service at the rate of onetwelfth of the salary or wage earned by him during the period of his employment with the Company in the calendar year 1st. January to 31st December 1959.

2. No Annual Bonus will be paid to any non-seasonal workman so classified and employed who has not during the calendar year 1st January to 31st Dec., 1959 completed the prescribed minimum of six complete English calendar months' continuous service or who has during the calendar year 1st. January to 31st Dec., 1959 been dismissed for misconduct from the service of the Company.

3. The expression 'salary or wages' for the purposes of this notice:-

- (a) Includes basic salary or basic wages, efficiency money, overmoney and overtime; but
- (b) excludes annual bonus, dearness allowance, workman's compensation, maternity benefit, compassionate grant or other variable amount;

received by a non-seasonal workman.

4. Further, the Members of the Local Board, whilst wishing it to be clearly understood that they consider that Annual Bonus should not exceed one-twelfth of a workmen's basic salary or wages in any period of twelve months, have, without creating a precedent for any other year, sanctioned the payment to all non-seasonal workman so classified and employed - other than those excluded by paragraph 2 of this notice - of a Supplementary Bonus equivalent to double the amount of the Annual Bonus actually payable to each such workman in respect of the calendar year 1st January to 31st Dec., 1959, this Supplementary Bonus being made and to be accepted as a payment made specifically in relation to the calendar year 1st January to 31st December 1959 and not as an addition to or amendment of the terms and conditions of service of any workman so classified and employed.

5. Payment of Annual Bonus and Supplementary Bonus will be made to all eligible non-seasonal workmen who are on the Company's pay rolls in the South India Leaf Area as at 31st December 1959 on or about~~January 1960~~... An eligible non-seasonal workman who is not now so employed and who was not dismissed for misconduct, or the legal representative of a deceased workman who was otherwise eligible to receive payment of Annual Bonus and Supplementary Bonus for the year ending 31st December 1959 may submit a written application for payment of any amount to which he claims to be entitled in terms of this notice to the Manager at on or before the last day of February 1960, after which date no claim for payment will be accepted or considered.

6. In the case of any difference between the English and Telugu versions of this notice, the English version shall prevail.

INDIAN LEAF TOBACCO DEVELOPMENT COMPANY LIMITED.
SOUTH INDIA LEAF AREA.

(SEASONAL WORKERS).

RULES OF THE RETIRING GRATUITY, COMPASSIONATE GRANT AND LEAVING
GRATUITY SCHEME.

N O T I C E

NOTICE is hereby given that the members of the Local Board have decided to publish the Rules of the Retiring Gratuity, Compassionate Grant and Leaving Gratuity Scheme for Seasonal Workers classified as Clerical Staff or as Class 'A' or Class 'B' Workers employed by the Company in the South India Leaf Area. The Rules are :-

(1) The Company will pay to any Seasonal Worker classified as a member of the Clerical Staff or as a Class 'A' or Class 'B' Worker employed in the South India Leaf Area who subsequent to the first day ofleaves the service of the Company in good standing after attaining the age of fifty years and having served the Company for a minimum period of fifteen completed seasons, a Retiring Gratuity calculated by multiplying an amount equivalent to three eights of one month's basic wage at date of retirement by the number of completed seasons of service completed by that worker at the time of his retirement, subject to a maximum payment of $11\frac{1}{4}$ months' basic wage.

(2) The Company will pay to the legal representative of the widow and/or minor child or children of any deceased seasonal worker who at the time of his death was classified as a member of the Clerical Staff or as a Class 'A' or Class 'B' Worker, who was then employed by the Company in the South India Leaf Area and who subsequent to.....dies during the season whilst in the service of the Company in good standing, a Compassionate Grant calculated by multiplying an amount equivalent to $\frac{3}{8}$ th of one month's basic wage at date of death, by the number of completed seasons of service completed by that worker at the time of death subject to a maximum of $11\frac{1}{4}$ months' basic wage. Provided that a seasonal worker who having worked in the season dies in the Off-Season before the commencement of the next Season, will be counted as a worker who dies whilst in the service of the Company for the purpose of this paragraph.

(3) The Company will pay to any seasonal worker classified as a member of the Clerical Staff or as a Class 'A' or Class 'B' Worker employed by the Company in the South India Leaf Area who subsequent to.....leaves the service of the Company during the season in good standing with the previous written sanction of the Company owing to illness or any other cause considered adequate and so certified in writing by the Company, a Leaving Gratuity calculated by multiplying an amount equivalent to :

- (a) Three eights of one month's basic wage at date of leaving by the number of completed seasons of service completed by the worker at the time of leaving, subject to a maximum of $11\frac{1}{4}$ months' basic wage, provided the worker has then completed fifteen completed seasons of service;

(b) one quarter of one month's basic wage at date of leaving by the number of completed seasons of service completed by that worker, at the time of leaving, provided the worker has then completed ten but less than fifteen completed seasons of service.

(4) The expression "basic wage" means the amount not exceeding rupees five hundred per mensem paid to an eligible seasonal worker by the Company as that worker's basic wage, exclusive of any additional variable sum or sums paid to such worker by way of bonus or otherwise.

(5) The expression "Completed Season" for the purpose of calculating the amount of Retiring Gratuity, Compassionate Grant or Leaving Gratuity payable to a Seasonal Worker shall mean the completion by that worker of, at least 52 working days in a season or such number of days as from time to time may be prescribed by the Management for the Depot/Factory concerned.

(6) No Seasonal Worker dismissed for misconduct shall be eligible to receive any benefit under this Scheme. A seasonal worker eligible to receive payment of a Retiring Gratuity shall not be eligible to receive payment of a Leaving Gratuity. A seasonal worker eligible to receive payment of a Leaving Gratuity shall not be eligible to receive payment of a Retiring Gratuity. The Legal representative of a deceased seasonal worker or of the widow and/or minor child or children of a deceased seasonal worker shall not be eligible to receive payment of a Retiring Gratuity or of a Leaving Gratuity.

(7) This Scheme will be effective only until the coming into effect of any legislation making provision for any payment of a similar nature.

AREA MANAGER.

INDIAN LEAF TOBACCO DEVELOPMENT COMPANY LIMITED.
(SOUTH INDIA LEAF AREA)

RULES OF THE RETIRING GRATUITY, COMPASSIONATE GRANT AND LEAVING
GRATUITY FOR WORKERS WHO HAVE SEASONAL SERVICE TO THEIR CREDIT
PRIOR TO THEIR TRANSFER TO NON-SEASONAL WORK.

N O T I C E

NOTICE is hereby given that the members of the Local Board have decided to publish the Rules of the Retiring Gratuity, Compassionate Grant and Leaving Gratuity Scheme for Non-Seasonal Workers classified as clerical staff or as Class 'A' or Class 'B' Workers employed by the Company in the South India Leaf Area. The Rules are :-

(1) The Company will pay to any Non-Seasonal Worker classified as a member of the Clerical Staff or as a Class 'A' or Class 'B' Worker employed in the South India Leaf Area who subsequent to the first day of leaves the service of the Company in good standing after attaining the age of fifty years and having served the Company without interruption for a minimum period of fifteen years, a Retiring Gratuity calculated by multiplying an amount equivalent to one-half of one month's basic wage at date of retirement by the number of completed years of service completed by that worker at the time of his retirement, subject to a maximum payment of fifteen months' basic wage.

(2) The Company will pay to the legal representative of the widow and/or minor child or children of any deceased Non-Seasonal Worker who at the time of his death was classified as a member of the Clerical Staff or as a Class 'A' or Class 'B' Worker, who was then employed by the Company in the South India Leaf Area and who subsequent to dies whilst in the service of the Company in good standing, a Compassionate Grant calculated by multiplying an amount equivalent to one-half of one month's basic wage at date of death, by the number of completed years of service completed by that worker at the time of his death subject to a maximum of fifteen months' basic wage.

(3) The Company will pay to any Non-Seasonal Worker classified as a member of Clerical Staff or as a Class 'A' or Class 'B' Worker employed by the Company in the South India Leaf Area who subsequent to leaves the service of the Company in good standing with the previous written sanction of the company owing to illness or any other cause considered adequate and so certified in writing by the Company, a Leaving Gratuity calculated by multiplying an amount equivalent to :

- (a) One-half of one month's basic wage at date of leaving by the number of completed years of service completed by the worker at the time of leaving, subject to a maximum of fifteen months' basic wage, provided the worker has then completed fifteen years' continuous service;
- (b) three eighths of one month's basic wage at date of leaving by the number of completed years of service completed by that worker at the time of leaving, provided the worker has then completed ten but less than fifteen years' continuous service;
- (c) one quarter of one month's basic wage at date of leaving by the number of completed years of service completed by that worker at the time of leaving, provided the worker has then completed five but less than ten years' continuous service.

(4) In addition to the Retiring Gratuity, Compassionate Grant or Leaving Gratuity mentioned above, if a Non-Seasonal Worker prior to his transfer to Non-Seasonal work had to his credit seasonal service, he will be paid Retiring Gratuity, Compassionate Grant or Leaving Gratuity in respect of such seasonal service calculated by multiplying an amount equivalent to :-

- (a) Three eighths of one month's basic wage at date of transfer from Seasonal to Non-Seasonal work by the number of completed seasons of service completed by the worker at the time of transfer, subject to a maximum of 11½ months' basic wage, provided the worker has then completed fifteen completed seasons of service;

- (b) one quarter of one month's basic wage at date of transfer from seasonal to non-seasonal work by the number of completed seasons of service completed by that worker at the time of transfer, provided the worker has then completed ten but less than fifteen completed seasons of service;
- (c) one sixth of one month's basic wage at date of transfer from seasonal to non-seasonal work by the number of completed seasons of service completed by that worker at the time of transfer provided the worker has then completed five but less than ten completed seasons of service.

(5) The expression "basic wage" means the amount not exceeding rupees five hundred per mensem paid to an eligible Non-Seasonal Worker by the Company as that worker's basic wage, exclusive of any additional variable sum or sums paid to such worker by way of bonus or otherwise.

(6) The expression "Completed Season" for the purpose of calculating the amount of Retiring Gratuity, Compassionate Grant or Leaving Gratuity, payable to a Seasonal Worker shall mean the completion by that worker of, at least 52 working days in a season or such number of days as from time to time may be prescribed by the Management for the Depot/Factory concerned.

(7) No worker dismissed for misconduct shall be eligible to receive any payment under this Scheme. A Non-Seasonal Worker eligible to receive payment of a Retiring Gratuity shall not be eligible to receive payment of a Leaving Gratuity. A Non-Seasonal worker eligible to receive payment of a Leaving Gratuity shall not be eligible to receive payment of a Retiring Gratuity. The legal representative of a deceased Non-Seasonal Worker or of the widow and/or minor child or children of a deceased Non-Seasonal Worker shall not be eligible to receive payment of a Retiring Gratuity or of a Leaving Gratuity.

(8) This Scheme is only a modification and not in addition to the Scheme of Retiring Gratuity/Compassionate Grant or leaving Gratuity contained in the Award of the Special Industrial Tribunal and published on pages 13 and 14 of the Award in the supplement to Part 1 of the Fort St. George Gazette dated the 8th May, 1951 and without prejudice to the rules contained therein.

(9) This Scheme will be effective only until the coming into effect of any legislation making provision for any payment of a similar nature.

AREA MANAGER.

3 MAR 1960

வட ஆற்காடு ஜில்லா பீடித் தொழிலாளர் சங்கம்

36/2* Bex Subramaniamy Koik St VELLORE.

North Arcot District Beedi Worker's Union,

(Regd. No. 1894.)

36/2* Bex Subramaniamy Koik St VELLORE.

No. 34/30. Katpadi Road, Vellore.

Ref. No.

Date, 1st March 1960.

TO

The Secretary,
A.I.T.U.C., New Delhi.

Com,

We have sent a copy of the resolutions passed in the executive committee of the North Arcot District Beedi Workers Union, Vellore. We request you to raise the matter in parliament through our M.P's and to take other necessary steps for bringing about a legislation for beedi industry in Andhra, Mysore, and Kerala, similar to the Madras beedi industrial promises Act.

Yours faithfully,

செ. சண்முகம்

General Secretary.