



THE
CEYLON GOVERNMENT
GAZETTE

EXTRAORDINARY.

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PART I.—GENERAL.

(Separate paging is given to each Part in order that it may be filed separately.)

GOVERNMENT NOTIFICATIONS.

T 7/63

INDUSTRIAL DISPUTES (CONCILIATION) ORDINANCE.
CHAPTER 110

THE report of the settlement sent to the Controller of Labour under section 6 (2) of the above Ordinance by the Conciliation Board established under the above Ordinance and to which the dispute which has arisen between the Manager of the Wellawatta Spinning and Weaving Mills and the workers employed thereto was referred in order that it may endeavour to effect a settlement is published in terms of section 7 of the above Ordinance.

2. The representatives of the parties, Mr P H W de Silva, President, All-Ceylon Industrial and General Workers' Union, on behalf of the workers, and Mr E S Captain, Manager, on behalf of the management of the Wellawatta Spinning and Weaving Mills, are required to state in writing, in terms of section 7 (2) of the said Ordinance, within fourteen days after the date of publication of this notice, whether they accept or reject the settlement reported

Colombo, November 7 1941

F C GIMSON,
Controller of Labour

Memorandum of Settlement

Industrial Disputes Conciliation Ordinance

The following terms have been agreed between The Provident Investment Company Limited of Bombay (hereinafter called the Company), the owners of The Wellawatta Spinning and Weaving Mills, acting herein by its duly appointed Attorney and Manager in Ceylon, Mr. E S Captain of the One Part and the Operatives of the said Mills acting herein through Mr P H W de Silva of Colombo, duly authorised in that behalf by the said Operatives and nominated thereto under the provisions of section 6 (5) of the Industrial Disputes Conciliation Ordinance by the Board established under the provisions of the said Ordinance of the Other Part

1. In addition to the existing 20 per cent. allowance on the basic rates made up as to 10 per cent. wage increase and as to 10 per cent. War bonus in terms of notices dated November 20, 1939, and January 9, 1941, a further War bonus shall be allowed to the Operatives upon the terms and in accordance with the sliding scale set out in the first schedule hereto

2. The Operatives and the Company undertake that no strike or stoppage of work shall be called or undertaken without an attempt first being made to settle any matters in dispute between the Operatives or any of them and the Company by arrangement between them, and the Operatives undertake that failing any such settlement they will by their duly authorised representative give to the Manager of Company in Ceylon, and the Controller of Labour fourteen (14) clear days notice in writing of any intended strike or stoppage of work by them, or any of them, such notice to run as and from the date on which the Company and the Controller of Labour should receive such notice in the ordinary course of post, and the Company undertakes to give the Operatives and the Controller of Labour fourteen clear days notice of any intended stoppage of work by the Company. No notice by or on behalf of the Operatives under this clause shall be given or be deemed to be duly given unless the decision to give such notice shall have been passed by a resolution of the Operatives at a meeting (a) at which not less than 50 per cent. of the Operatives employed at the said Mills shall have been present, (b) of which not less than three clear days notice in writing shall have been given to the Controller of Labour, and (c) at which the Controller of Labour or his representative if present shall have been satisfied as to the voting on such resolution and that 50 per cent. of such Operatives were present at the meeting. A statement in writing by the Controller of Labour or his representative if present at such meeting that a resolution by such Operatives to give notice under this clause was duly passed and that 50 per cent. of such Operatives were present shall be conclusive. Any notice given by the Operatives under this clause shall be in the form set out in the second schedule hereto

3. The Company shall be entitled to reconsider and adjust as may be necessary the daily wage rates and the piece rates upon the

introduction and application to the textile industry and/or to the said Mills of any legislation relating to hours or conditions of work.

4 The Company shall re-engage all regular Operatives engaged at the said Mills at the date of the stoppage of work at the said Mills on the Ninth day of September, one thousand nine hundred and forty-one who shall present themselves for work within three (3) days of the reopening of the Mills

5. The Company shall reopen the said Mills as soon as practicable after the date of this agreement

6. (1) The Company is prepared in suitable cases to grant special leave of a fortnight or over to Operatives for special purposes

(2) (a) Provided Operatives are not absent from work, in any one year, for a period of more than 30 days during which the said Mill is working, the Company will not refuse to employ them on the ground only of such absence from work

(b) In computing absence for such period of 30 days there shall be excluded all absences on special leave aforesaid but there shall be included therein all absences for any other cause whatsoever including illness except where such illness is of a duration of 8 working days or more at any one time

(c) An Operative shall not be entitled to claim the benefit of such exemption in the case of illness for 8 working days or more, provided in the last sub-clause unless within 4 days of having fallen ill he or she causes the Manager of the said Mills to be notified in writing of the cause of his or her absence and the nature of his or her illness

(d) Where an Operative claims the benefit of such exemption as aforesaid the Company may if it thinks fit require a medical certificate in regard to the duration of such illness

(e) The Company may at any time after receiving notice as provided for in sub-clause (c) hereof cause the Operative referred to in such notice to be examined by a Doctor appointed by the Company, and any absence from work by such Operative after the date on which such Doctor shall certify that the Operative is fit to resume work shall be an unauthorised absence and shall be included in computing the period of such Operatives absence during the then current year

(f) If an Operative is absent in excess of the said period of 30 days computed as aforesaid the Company shall be entitled to refuse to offer work to such Operative on the ground alone of such absence

(g) Nothing herein contained shall operate or be deemed to operate to prevent the Company from discharging any Operatives engaged at the said Mills in accordance with the terms of their employment or on the grounds of continued ill-health and the employment of such Operatives shall as heretofore be on a daily basis

(h) The Company reserves the right to reconsider and amend the provisions of this clause or to introduce new provisions if they are found to operate in a manner detrimental to the interests of the Company or the good management of the said Mills, or if they are found to be abused by the Operatives, provided that no such amendment or new provision shall be operative until the expiry of 30 days after notice thereof shall have been affixed to the Main Gate of the Mills.

7 Where a Weaver shall be required to take over damaged cloth the rate at which he shall be charged therefor shall be the selling Agents wholesale price for undamaged cloth of the same sort less 10 per cent

8. If and when the Company is satisfied that there is a real demand by the Operatives for a Doctor to visit the said Mills each

day the Company is prepared to consider the appointment of a Doctor so to attend the Mills

9 If and when the Company is satisfied that there is a necessity or a real demand by the Operatives for the provision of a Creche at the said Mills the Company is prepared to consider the provision of such a Creche

10 There shall be no victimization of Operatives by reason of their having been on strike

The First Schedule above referred to

Cost of Living Index figures for the Month previous to that in which Wages earned	Amount War Bonus per Head per full Day
From 120 to 132 both inclusive	8 cents
" 133 to 137	11 "
" 138 to 142	14 "
" 143 to 147	17 "
" 148 and upwards	20 "

The Second Schedule above referred to.

Notice of Repudiation

On behalf of the Operatives of the Wellawatta Mills, I hereby give notice that at a meeting of the said Operatives held on that which fifty per centum (50%) of their number were present, a resolution was passed that you be informed that the Operatives do hereby repudiate the terms of the settlement reached between you, as Manager of the Mills, and the President of the All-Ceylon Industrial and General Workers' Union as representing the Operatives of the Mills and published in the *Gazette Extraordinary* No 8.810 of November 8, 1941.

2 This notice is signed by me in my capacity as Secretary appointed at the Meeting to convey to you this Notice of Repudiation

Secretary.

Signed on this Seventh day of November, one thousand nine hundred and forty-one by the said E S Captain and the said P H W de Silva before me, F C Gimson, Chairman of the Board appointed on the sixth day of November, one thousand nine hundred and forty-one under the provisions of the above-mentioned Ordinance

Witnesses to the signature of the said E S Captain

(Sgd C. B. KUMARASINHA
Sgd A. SUNTHERAM
Sgd. E. S. CAPTAIN.
7 11 41.

Witnesses to the signature of the said P. H. W de Silva

(Sgd C. B. KUMARASINHA
Sgd A. SUNTHERAM.
Sgd P. H. W DE SILVA
7 11 41.

Sgd F C GIMSON,
Chairman.
7 11 41.