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PART I : SECTION (I) – GENERAL

Government Notifications

My No. CI/1657.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Lanka Marine Services (Pvt) Ltd., No. 69, Walls Lane, Colombo 15 of the one part and Sri Lanka Nidahas Sevaka Sangamaya, No. 301, T. B. Jayah Mawatha, Colombo 10 and Jathika Sevaka Sangamaya, No. 416, Kotte Road, Pitakotte of the other part on 14th May, 2004, is hereby published in terms of Section 6 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

MAHINDA MADIHAHEWA,
Commissioner-General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
23rd June, 2004.

Collective Agreement No. 27 of 2004

COLLECTIVE AGREEMENT

This Collective Agreement made on this 14th day of May, Two Thousand Four, to take effect from the 1st day of May Two Thousand Four between Lanka Marine Services (Pvt) Ltd., a Company having its registered office at No. 69, Walls Lane, Colombo 15, (hereinafter referred to as “the Employer”) Of the One Part.

The Sri Lanka Nidahas Sevaka Sangamaya and the Jathika Sevaka Sangamaya, Trade Unions duly registered under the provisions of the Trade Unions’ Ordinance and having their Registered Offices at No. 301, T. B. Jayah Mawatha, Colombo 10, and the Jathika Sevaka Sangamaya at No. 416, Kotte Road, Pita Kotte, respectively, (hereinafter referred to as “the Unions”) Of the Other Part.

WHEREAS the Unions made representations to the Employer for a revision of salaries of their members employed by the Employer and the parties, after discussions, arrived at the following terms and settlement:-

1. **Parties covered and Bound.**-This Agreement shall cover and bind the Employer, the Unions and all employees in the Non-Executive Grade employed by the Company of the Employer, who are members of the Unions.

2. **Date of Operation and Duration.**-This Agreement shall come into force on the First day of May, Two Thousand Four (2004), and shall continue to be in force until either party terminates it by written notice in terms of the Industrial Disputes Act, but no such notice shall be given before 31st December 2008.

3. **Wages.**-As agreed, the wages of the employees covered and bound by this Agreement shall be revised in the following manner:-

- (a) With effect from the First day of May, Two Thousand Four, employees covered and bound by this Agreement shall be paid salaries in accordance with the salary scales set out in Schedule I hereto.
- (b) To ascertain the Stage on which an employee will be placed with effect from 1st May 2004 in the salary scales set out in Schedule I attached hereto, the following methods of conversion shall apply:-
 - (i) The basic salary paid to an employee as at 30th April 2004 will be increased by a sum equivalent to 20% (twenty per cent) of same and the employee shall thereafter be placed on the corresponding point on the Grade applicable to him in the salary scale set out in Schedule I hereto. In the event of their being no corresponding point, he would be placed on the next higher point on the monetary value on the Grade applicable to him.
 - (ii) With effect from 1st May 2005, the basic salary paid to employees as at 30th April 2005 will be further revised by 5% and the employee shall be placed thereafter on the corresponding point on the salary scales.
 - (iii) With effect from 1st May 2006, the basic salary paid to employees as at 30th April 2006 will be further revised by 5% and the employee shall be placed thereafter on the corresponding point on the salary scales.
 - (iv) With effect from 1st May 2007, the basic salary paid to employees as at 30th April 2007 will be further revised by 5% and the employee shall be placed thereafter on the corresponding point on the salary scales.
 - (v) With effect from 1st May 2008, the basic salary paid to employees as at 30th April 2008 will be further revised by 5% and the employee shall be placed thereafter on the corresponding point on the salary scales.
 - (vi) Parties agree that the salary revisions granted in the manner set out above include the annual increments granted to employees.
 Provided, however, nothing in this Agreement shall prevent the Employer from granting merit increments based on employee performance.
 - (vii) Parties agree that the Company shall revert back to the method of calculating the annual incremental rates, as applied prior to the operation of this agreement, at the end of the operational period.
 - (viii) The Company agrees by way of a special concession to make an 'ex gratia' payment to each employee covered and bound by the Agreement a sum equal to 20% salary increase applicable such employees in terms of sub-clause 1 above, multiplied by 7, in consideration of the period during which negotiations took place for the finalization of this Agreement. This 'ex gratia' payment shall not constitute a part of employee wages or earnings for any purposes whatsoever and shall be paid as a lump sum with the salaries payable in the month of May 2004.

4. It is hereby agreed between the parties that there shall be no other salary revisions (except as set out above) during the period of this Agreement.

Provided, however, that in the event the Government introduces legislation for revision of salaries, or payment of such other allowances, charges of whatsoever nature, howsoever named, applicable to the Company, the granting of such revisions or payment will be regarded as a revision or payment granted under this Agreement, with the Company ensuring the granting of the quantum, as agreed above, for the respective years. (For example if the legislation introduced requires by law a wage revision of 3%, with effect from 1st April 2005, the Company, as agreed above, will grant an increase of 5% and it will be regarded as a wage increase under this Agreement as well as under the law). However, if the increase granted by legislation, if applicable, exceeds a quantum granted under this agreement, the Company shall comply with such legislation. (For example, if legislation stipulates a wage revision of 8%, with effect from 1st April 2005, the Company shall grant the increase of 8%, inclusive of the increase granted under this agreement.)

5. Disputes Procedure. - (a) In the event of a dispute not being resolved or settled, the Branch of the Unions in the Employer's Establishment shall raise such dispute with the Management of the Employer and parties shall make all efforts to resolve such dispute.

(b) If no settlement of the dispute can be reached between parties, the Branch of the Unions may request the Unions to raise the matter in dispute with the Employer and/or with the Employers' Federation of Ceylon and the Unions. The Employer and the Federation shall thereafter take all possible steps to resolve the dispute.

(c) In the event the said dispute is not resolved at the second stage mentioned above, the Employer and the Unions will hereby agree to submit such dispute for settlement under Section 12 (1) of the Industrial Disputes Act, to the Commissioner - General of Labour.

(d) In the event both parties are unable to settle the dispute under the provisions of Section 12 (1) of the Industrial Disputes Act referred to in (3) above, the Unions shall not commence any Trade Union action without 14 days prior notice to the Employer.

(e) However, if in the opinion of the controlling body of the Union, a dispute has been caused by an act of the Employer, which is mala fide, or vindictive or calculated to threaten or undermine the existence of the Union or is seriously detrimental to the interests of the Union, Trade Union action may be resorted to by the Union without following the procedure laid down above, provided however that at least seven days' (7) written notice shall be given by the Union to the Employer and the Commissioner of Labour.

6. The Company, the Unions and the employees covered and bound by this Agreement hereby agree that no party shall attempt to amend, vary or alter the terms of this Agreement during its period of operation and the Unions and the employees agree that they shall not, either raise any demand or resort to any form of Trade Union action, whatsoever, in relation to any matter covered and bound by this Agreement.

In WITNESS WHEREOF the parties aforementioned have hereunto set their hands at Colombo on this 14th day of May, Two Thousand Four.

for & on behalf of
LANKA MARINE
SERVICES (PVT) LTD.

R. S. FERNANDO
Director

for & on behalf of
SRI LANKA NIDAHAS
SEVAKA SANGAMAYA

LESLIE DEVENDRA
General Secretary

for & on behalf of
JATHIKA SEVAKA
SANGAMAYA

PALITHA ATHUKORALE
Chief Organizer

WITNESSES:

REX FERNANDO
Consultant HRM

H. D. K. S. GUNASEKERA
Branch President (SLNSS)

M. M. L. R. PERERA
Branch President (JSS)

SCHEDULE - 1

SALARY REVISION

Executive Grades

Grade	New Scale
A - 1	25100 - 5 × 625 : 7 × 725 - 33300
A - 2	21725 - 5 × 540 : 7 × 570 - 28415
A - 2/3	19825 - 5 × 375 : 7 × 525 - 25375
A - 4	17860 - 5 × 300 : 10 × 360 - 22960
A - 5	15900 - 5 × 270 : 10 × 300 - 20250
A - 6	14100 - 5 × 240 : 10 × 250 - 17800
A - 7	13195 - 5 × 220 : 10 × 235 - 16645
	30120 - 5 × 750 : 7 × 870 - 39960
	26070 - 5 × 650 : 7 × 685 - 34115
	23790 - 5 × 450 : 7 × 630 - 30450
	21435 - 5 × 360 : 10 × 435 - 27585
	19080 - 5 × 325 : 10 × 360 - 24305
	16920 - 5 × 290 : 10 × 300 - 21370
	15835 - 5 × 265 : 10 × 285 - 20010

Technical Staff

<i>Grade</i>		<i>New Scale</i>
"B" Supra	11590 - 5 × 175 : 10 × 210 - 14565	13910 - 5 × 210 : 10 × 255 - 17510
B - 1	10475 - 5 × 160 : 10 × 170 - 12975	12570 - 5 × 195 : 10 × 205 - 15595
B - 2	9670 - 5 × 140 : 10 × 150 - 11870	11605 - 5 × 170 : 10 × 180 - 14255
B - 3	8795 - 5 × 125 : 10 × 135 - 10770	10555 - 5 × 150 : 10 × 165 - 12955
B - 4	8480 - 5 × 110 : 10 × 120 - 10230	10180 - 5 × 135 : 10 × 145 - 12305
C - 1	9350 - 5 × 125 : 10 × 135 - 11325	11220 - 5 × 150 : 10 × 165 - 13620
C - 2	8300 - 5 × 110 : 10 × 120 - 10050	9960 - 5 × 135 : 10 × 145 - 12085
C - 3	7900 - 5 × 95 : 10 × 105 - 9425	9480 - 5 × 115 : 10 × 130 - 11355

Non Technical Staff

<i>Grade</i>		<i>New Scale</i>
"B" Supra	10550 - 5 × 160 : 10 × 185 - 13200	12660 - 5 × 195 : 10 × 225 - 15885
B - 1	9595 - 5 × 145 : 10 × 150 - 11820	11515 - 5 × 175 : 10 × 180 - 14190
B - 2	8875 - 5 × 125 : 10 × 135 - 10850	10650 - 5 × 150 : 10 × 165 - 13050
B - 3	7915 - 5 × 105 : 10 × 115 - 9590	9500 - 5 × 130 : 10 × 140 - 11550
B - 4	7640 - 5 × 85 : 10 × 95 - 9015	9170 - 5 × 105 : 10 × 115 - 10845
C - 1	8275 - 15 × 105 : 9850	9930 - 15 × 130 : 11880
C - 2	7865 - 15 × 95 : 9290	9450 - 15 × 115 : 11175
C - 3	7660 - 15 × 85 : 8935	9195 - 15 × 105 : 10770
C - 4	7520 - 15 × 75 : 8645	9025 - 15 × 90 : 10375
C - 5	7175 - 15 × 65 : 8150	8610 - 15 × 80 : 9810
C - 6	6960 - 15 × 55 : 7785	8355 - 15 × 70 : 9405

09 - 509

My No.: CI/05

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Indian Bank, 22 and 24, Mudalige Mawatha, Colombo 01, Indian Overseas Bank, 139, Main Street, Colombo 11, State Bank of India, 16, Baron Jayatilaka Mawatha, Colombo 01 and Habib Bank, 140-142, 2nd Cross Street, Colombo 11 of the one part and Ceylon Bank Employees' Union, 20, Temple Road, Colombo 10 of the other part on 26th May, 2004, is hereby published in terms of Section 6 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

MAHINDA MADIHAHEWA,
Commissioner-General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
23rd June, 2004.

Collective Agreement No. 28 of 2004

Collective Agreement between Indian Bank, Indian Overseas Bank, State Bank of India, Habib Bank Ltd. and Ceylon Bank Employees Union - May 2004.

This Collective Agreement made this 26th day of May 2004 between Indian Bank, Indian Overseas Bank, State Bank of India and Habib Bank, having their offices at 22 and 24, Mudalige Mawatha, Colombo 1, 139 Main Street, Colombo 11, 16, Baron Jayatilaka Mawatha, Colombo 1 and 140-142, 2nd Cross Street, Colombo 11 respectively (hereinafter referred to as "the Banks" or "the Bank" or "the Employer" as relevant) of the One Part