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PART I : SECTION (I) – GENERAL

Government Notifications

My No.: IR/11/04/2006 (a).

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131 OF THE LEGISLATIVE ENACTMENTS OF CEYLON
(1956 REVISED EDITION)**

Order under Section 4(2)

WHEREAS an industrial dispute in respect of the matters specified in the statement of the Commissioner of Labour which accompanies this order exists between –

Inter Company Employees Union, No. 158/18, E. D. Dabare Mawatha, Colombo 05

of the one part

AND

(1) Ceylon Grain Elevators Ltd., No. 15, Rock House Lane, Colombo 15, (2) Global Engineering & Supplies, No. 115/63, Sri Gunanande Mawatha, Kotahena, Colombo 13

of the other part.

NOW THEREFORE I, Athauda Seneviratne, Minister of Labour Relations and Foreign Employment, do by virtue of the powers vested in me by Section 4(2) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (1956 Revised Edition), as amended by Acts, Nos. 14 of 1957, 62 of 1957, 4 of 1962 and 39 of 1968 (read with Industrial Disputes (Special Provisions) Act, No. 37 of 1968) hereby refer the aforesaid dispute for settlement to an Industrial Court, which shall be constituted in accordance with the provisions of Section 22 of the said Act.

ATHAUDA SENEVIRATNE,
Minister of Labour Relations and Foreign Employment.

26th May, 2006,
Colombo 05.

My No.: IR/11/04/2006 (a).

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131 OF THE LEGISLATIVE ENACTMENTS OF CEYLON
(1956 REVISED EDITION)**

Inter Company Employees Union, No. 158/18, E. D. Dabare Mawatha, Colombo 05

of the one part

AND

(1) Ceylon Grain Elevators Ltd., No. 15, Rock House Lane, Colombo 15, (2) Global Engineering & Supplies, No. 115/63, Sri Gunanande Mawatha, Kotahena, Colombo 13

of the other part.

STATEMENT OF MATTER IN DISPUTE

The matter in dispute between the aforesaid parties is -

Whether the non offer of employment with effect from 20th March, 2006, to the hundred and fifty nine (159) Employees whose names are referred to in the attached schedule and who were employed at Ceylon Grain Elevators Limited on contract basis by Global Engineering and Supplies is justified and if not justified, to what relief each of them is entitled.

D. SOMAWEERA EDIRISINGHE,
Commissioner of Labour.

Dated at the office of the Commissioner of Labour, Colombo, this 26th day of May, 2006.

My No.: IR/11/04/2006 (a).

SCHEDULE

Employees on Contract Basis

- | | | |
|--------------------------------------|-----------------------------------|---------------------------------|
| 01. T. G. N. Pushpakumara | 29. M. M. M. Irpan | 57. R. A. Justin Michael |
| 02. H. A. D. Somalatha | 30. K. Akila Danushka | 58. M. S. Mohomad Asharoff |
| 03. D. K. Chandralatha | 31. Sunil Shantha Rathnayake | 59. H. D. Sugath Gamini |
| 04. J. M. Chandana Jayasinghe | 32. W. Nelson Peiris | 60. W. W. Nimal Sumanasiri |
| 05. W. G. Ravindra K. Thilakarathne | 33. B. G. R. Manjula Kularathne | 61. H. A. Nandasiri |
| 06. T. Mahesh D. Peiris | 34. Michael Uthum Prasanna | 62. S. M. Madduma Bandara |
| 07. A. M. Kumarapala Attanayake | 35. K. Vel Sri Padmarajah | 63. K. M. Milroy Silva |
| 08. K. A. Sumanadasa | 36. L. A. Edward Perera | 64. K. A. Sanjeewa Thushara |
| 09. K. H. Sunantha De Silva | 37. S. A. Sujith Saman | 65. S. C. Silva Hettiarachchi |
| 10. I. Krishantha Perera | 38. M. W. P. Fransis | 66. T. A. Paul Patrick |
| 11. P. Ravindra | 39. S. M. Ranasinghe | 67. B. A. Lakshaman Silva |
| 12. S. D. Kalpa D. Jayasinghe | 40. R. D. Ajith Kumara | 68. S. M. C. Bandara Samarakoon |
| 13. U. W. Rajapakse | 41. S. D. L. Nilantha Premasiri | 69. G. M. N. Palitha Silva |
| 14. S. Damith Chithralal | 42. M. S. Yustas Meric | 70. A. Chaminda Dilruk |
| 15. H. M. M. U. Herath | 43. Ajith Jayasinghe | 71. Udugamage Siriman Appuhamy |
| 16. Daglas Vimal Amaratunga | 44. Joseph Benadict | 72. Jeewan J. Sandanayake |
| 17. K. L. Manjula Priyantha | 45. Nissanka R. Mendis | 73. W. A. Karunawathie |
| 18. D. Sugath Pathiratne | 46. D. A. N. Ratnasiri Jayarathne | 74. G. D. Kusumawathie |
| 19. P. S. B. T. Dharshana Jayasinghe | 47. W. Kularatne | 75. K. N. Pillisami |
| 20. Tharanga Jute Peters | 48. R. M. Karunatilake | 76. K. R. Pusha Shyamali |
| 21. E. Krishantha Perera | 49. Velupille Mohan | 77. R. G. Mutukumara |
| 22. S. Jayarajah | 50. Anthony Stilman | 78. R. G. Upali Seneviratne |
| 23. N. A. M. Jiffri | 51. H. Kalan Selvin | 79. P. Pradeep Eranga Peiris |
| 24. Mani Devdas | 52. M. Prasanna Ashoka | 80. S. Suresh Kumara |
| 25. Kumaran Rajendran | 53. A. Amarawathie | 81. Muniyandi Subramaniam |
| 26. K. G. M. C. Kobbekaduwa | 54. Nandasena Gamage | 82. Francus Sese |
| 27. T. K. Wasantha Kumara | 55. W. Lasantha Udaya Kumara | 83. G. L. Premasiri |
| 28. T. K. T. Risvi | 56. K. G. C. Suranga Kumara | 84. P. D. Rita Erangani |

85. K. Palitha	110. U. G. Ariyaratne	135. J. P. Nayana Ranjani
86. Shiromi Vandorph	111. A. K. Vasantha	136. K. Mahipala
87. Y. K. Sumith Sumanasinghe	112. Nissanka Gamage	137. A. R. P. Pushpa
88. K. A. Somapala	113. C. T. de Soysa	138. R. Rajendra
89. M. U. Nuwais	114. J. L. Fernando	139. H. A. Leelawathie
90. R. A. Aruna Shantha	115. K. Amila Sanjeewa	140. L. Lalani Perera
91. P. A. Sunil Rathnasiri	116. A. K. Prasanna	141. O. H. G. Gunasekera
92. L. M. Ranjith Karunatilake	117. A. R. Ranjith Athauda	142. I. D. D. Wijeratne
93. M. M. Mohamad Faisal	118. D. I. S. Sirisumana	143. C. Selvaranige
94. D. G. Nimal	119. R. Ariyawansa	144. A. K. Karunawathie
95. Christopher R. Anthony	120. K. Nihalsiri	145. R. Kamalawathie
96. L. H. Sumanawathie	121. D. G. Wimalaratne	146. W. G. Gayan
97. W. A. D. Nalinda Indrajith	122. W. Amararatne	147. M. A. Susantha
98. T. M. Sumith	123. W. T. Saman Kumara Fernando	148. A. Joseph
99. M. Chaminda Dias	124. Y. Warnakulasooriya	149. A. Manimekala
100. Pradeep Nilantha Linayage	125. A. Nandasena Roadrigo	150. M. Latha
101. A. M. Sunil Shantha	126. H. D. Nishantha	151. K. Balaiya
102. W. A. Nimal	127. W. Wijeratne	152. D. R. Kumara
103. S. A. Marshal	128. K. G. Pradeep Premakumara	153. M. Yoganathan
104. P. D. Nimal Wijesiri	129. D. G. Gunarathne Banda	154. K. Puneshwari
105. R. G. Samatha K. Rajapakse	130. K. Cyril	155. S. Gunasekera
106. T. M. Ruwan Tharaka	131. S. K. Swarnapala	156. K. W. Chandralatha
107. Mohamad Saleem	132. R. Chandrakantha Silva	157. M. D. Pemawathi
108. A. R. Sarath D. Sigera	133. R. Kamalawathie	158. V. Ranjani
109. R. A. Deshapriya Vipula	134. R. M. Mutubanda	159. Ganesh

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My No.: IR / 11 / 04 / 2006 (b).

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131 OF THE LEGISLATIVE ENACTMENTS OF CEYLON (1956 REVISED EDITION)

Order under Section 4 (2)

WHEREAS an industrial dispute in respect of the matter specified in the statement of the Commissioner of Labour which accompanies this order exists between -

Inter Company Employees' Union, No. 158/18, E. D. Dabare Mawatha, Colombo 05

of the one part

AND

(1) Ceylon Grain Elevators Ltd., No. 15, Rock House Lane, Colombo 15 (2) Avant Gard Security Services (Pvt) Ltd., No. 613, Bangala Junction, Kotte Road, Pita Kotte

of the other part.

NOW THEREFORE I, Athauda Seneviratne, Minister of Labour Relations and Foreign Employment, do by virtue of the powers vested in me by Section 4(2) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (1956 Revised Edition), as amended by Acts, Nos. 14 of 1957, 62 of 1957, 4 of 1962 and 39 of 1968 (read with Industrial Disputes (Special Provisions) Act, No. 37 of 1968) hereby refer the aforesaid dispute for settlement to an Industrial Court, which shall be constituted in accordance with the provisions of Section 22 of the said Act.

ATHAUDA SENEVIRATNE,
Minister of Labour Relations and Foreign Employment.

26th May, 2006,
Colombo 05.

My No.: IR / 11 / 04 / 2006 (b).

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131 OF THE LEGISLATIVE ENACTMENTS OF CEYLON
(1956 REVISED EDITION)**

Inter Company Employees' Union, No. 158/18, E. D. Dabare Mawatha, Colombo 05

of the one part

AND

(1) Ceylon Grain Elevators Ltd., No. 15, Rock House Lane, Colombo 15, (2) Avant Gard Security Services (Pvt) Ltd.,
No. 613, Bangala Junction, Kotte Road, Pita Kotte

of the other part.

STATEMENT OF MATTER IN DISPUTE

The matter in dispute between the aforesaid parties is –

Whether the non offer of employment with effect from 20th March, 2006, to the Fifty seven (57) Employees whose names are referred to in the attached Schedule and who were employed at Ceylon Grain Elevators Limited on contract basis by Avant Gard Security Services (Pvt.) Ltd., is justified and if not justified, to what relief each of them is entitled.

Dated at the office of the Commissioner of Labour, Colombo, this 26th day of May, 2006.

D. SOMAWEERA EDIRISINGHE,
Commissioner of Labour.

My No.: IR / 11 / 04 / 2006 (b).

SCHEDULE

Employees on contract basis

- | | | |
|---------------------------------------|--------------------------------------|-----------------------------------|
| 01. W. A. Susantha | 20. M. H. Lalitha | 39. R. D. Shaluka Maheshani |
| 02. L. A. Sisira Kumara | 21. R. A. Thushara Sampath Rajapakse | 40. W. A. Wasuni Wasundara |
| 03. M. Dayawathi | 22. Maddumage Chandrasekera | 41. Y. Buddhika S. Bandara |
| 04. A. Dilani Siriwardena | 23. L. M. Siriyalatha | 42. B. W. Dhanushka Bandara |
| 05. H. P. Kanthi Imesha | 24. Ramalingam Jothimathi | 43. Nilanka Subhash Bandara |
| 06. M. Chandrasiri | 25. H. A. Gamini | 44. W. P. Asanka |
| 07. A. A. Rasika Amarasinghe | 26. Kannaiya Maryas | 45. G. A. Thushari Dineshika |
| 08. Dinesha Dilmini Menike | 27. N. Y. M. Ajith Shantha | 46. S. A. Samanthi |
| 09. W. K. Ramya Padmaseeli | 28. B. M. Rupasinghe | 47. W. A. Sewwandi Apsara |
| 10. E. D. Kanchana Sanjeevani | 29. Suppaiya Jeewarani | 48. W. W. G. M. Anusha |
| 11. K. B. W. Sagarika Priyadarshani | 30. M. A. Chandrawathie | 49. W. W. G. M. Sanjaya Sampath |
| 12. M. A. Somawathi | 31. G. D. S. Madubhashani | 50. B. T. Thanuja Chamali |
| 13. B. G. Teckla Priyadarshani Kumari | 32. H. A. Sandya Deepika | 51. Dhanushika Alahaperuma |
| 14. G. Chamari Priyadarshani | 33. Radha C. Siva Kumara | 52. U. Manoj Madhuranga Jayaweera |
| 15. P. K. Jayantha | 34. A. M. Irangani | 53. U. Nimali Jayaweera |
| 16. W. E. Sarath Kumara | 35. P. N. Thamara Rohini | 54. U. Nadeeshan Jayaweera |
| 17. W. E. Prasad Indika | 36. A. M. Ariyawansa | 55. W. A. Aruni Niranjala |
| 18. R. M. Kanthi Ratnayake | 37. L. D. Kamal Jayashantha | 56. U. R. Nissansala Kumari |
| 19. Sumudu Nilanka Alahakoon | 38. R. A. Manoj Prasanna | 57. D. M. Priyantha Kumara |

My No.: CI/1401/99.

THE INDUSTRIAL DISPUTES ACT (CHAPTER 131)

The award No. A 2730 dated 03.06.2003 was transmitted to me by the Arbitrator to whom the Industrial Dispute which has arisen between The Ceylon Mercantile Industrial and General Workers' Union (C.M.U.) No. 03, 22nd Lane, Colombo 03 and Messers John Keels Limited, Glennie Street, Colombo 02 which has referred by order dated 29.03.1999 Under Section 3(1) (d) of the Industrial Disputes Act Chapter 131, (as amended) settlement by arbitration. The Interpretation of the aforesaid award made under Section 34 of the Act dated 20.04.2006 is hereby published in terms of section 18 (1) of the said Act.

MAHINDA MADIHAHEWA,
Commissioner General of Labour.

Department of Labour,
Colombo 05,
11th May, 2006.

IN THE INDUSTRIAL COURT OF COLOMBO

In the matter of an Industrial Dispute between –

The Ceylon Mercantile Industrial and General Workers' Union (C.M.U.) No. 03, 22nd Lane, Colombo 03.

AND

Messers John Keels Limited, Glennie Street, Colombo 02.

Case No.: A/ 2730

An application under S. 34 of the Industrial Disputes Act for Interpretation of the Award

The Commissioner of Labour by virtue of the powers vested in him by Section 3 (1) (d) of the Industrial Disputes (Amendment) Act, Nos. 14 and 62 of 1957, 4 of 1962 and 39 of 1968 (read with Industrial) Disputes (Special Provisions) Act, No. 37 of 1968 appointed me as Arbitrator by his Order dated 29.03.1999 and referred the aforesaid dispute to me for settlement by arbitration.

The matter where workman W. A. S. Jayaweera was terminated from his services came up for inquiry before the arbitrator and after evidence was led, an Award was made by the arbitrator on 03.06.2003. The arbitrator has held that the termination of workman W. A. S. Jayaweera by the Company was unjustified and has ordered that he be reinstated in his substantive post with back wages calculated at Rs. 6174/- per month from the date of his dismissal on 01.09.1997 to the date of reinstatement. Dissatisfied with this Award, the Company has petitioned their Lordships Court by way of Writ in case No. 1531/03 and after arguments, the application was dismissed on 20.10.2004 without any variation to the terms of the award. The Company thereafter, reinstated the workman as stated by the arbitrator in his Award.

An application for the interpretation of the Award of the arbitrator has been made by the union dated 20.09.2005, stating that the salary increments due to workman W. A. S. Jayaweera during his period of dismissal have not been paid with his back wages. When this matter came up before me for inquiry. Mr. Kanishka Weerasinghe, Attorney-at-law appeared for the Company whilst the Union was represented by Mr. E. N.V. Cabraal. The parties agreed to submit written submission and they have been submitted by the parties.

In the submissions, the union has taken up the position that the back wages paid to the workman on reinstatement have been calculated at Rs. 6,174/- but should be more when considering the Collective Agreement No. 08 of 2000 marked A1 and Collective Agreement No. 86 of 2004 marked A2. In fact, it is the contention of the Union that although the Company had not paid the said increments to the workman's back wages, it has taken into consideration those increments when the workman wage was fixed at Rs. 10,648 per month on reinstatement. However, the company has taken up the position that when his back wages were paid on reinstatement the company took into consideration on the terms of the Award which have not been varied by the Court of Appeal and paid the workman accordingly. It is also the position of the company that if the union regarded any changes in the award to include salary increments, the Union should have done so at that stage, and this not been done, the company was justified in paying back wages according to the terms of the Award.

It has to be noted that when the present arbitrator made his Award on 3rd June, 2003, no evidence had been led either on behalf of the employer or employee regarding any salary increments of the employee except to the fact that the last drawn salary or the workman was Rs. 6174. Accordingly, the arbitrator has ordered in his Award that the employee be reinstated in his substantive post with all back wages calculated at Rs. 6,174 for month. This Award being available to the parties, if would have been evident to them the quantum of the employee's back wages and that no increments to the salary have been considered by the arbitrator. It is also on record that the employee had petitioned the Court of appeal by way of writ against the said Award of the arbitrator and after arguments, their Lordships Court has affirmed the Award of the arbitrator on 20. 10. 2004 without any variations to the Award and it is surprising that learned counsel for the Union had not palced any argument before court that no increments to the salary of the employee had been considered by the arbitrator in the Award. The union has in this application placed before this Court Collective Agreements A1 and A2 but has failed or neglected to take them before this Court earlier when evidence was led regarding the salary of the workman or later in the Court of Appeal and as such both Courts were unable to consider them.

It is the position of this Court that the Union has failed or neglected to place before this Court any evidence regarding any increments to the salary of the workman at the relevant time and as such the arbitrator of the Industrial Court gave his award on the available evidence before him and the Court of Appeal has affirmed to the correctness of his award. An employee is duly bound to adduce sufficient evidence to enable a Tribunal or Court to arrive at any compensation due to him and if he failed or neglects to do so, then such employee has to face and accept the consequence resulting from such acts. In this instance, the employee also appears to have slept over his rights and as such this Court is unable to grant him relief under S.34 of the Industrial Disputes Act by changing and Award affirmed by the Court of Appeal. Therefore after due consideration, I dismiss this application of the Union.

M. B. Jayasekara,
Arbitrator.

20th April, 2006.

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