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( Published by Authority )

## PART I : SECTION (I) – GENERAL

### Government Notifications

My No. : CI/1764.

#### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between N. Chandraratne (Decorators) Limited, No. 205, D. R. Wijewardena Mawatha, Colombo 10, of the one part and Inter Company Employees Union, No. 158 /18, E. D. Dabare Mawatha, Colombo 05 of the other part on 05th April 2006 is hereby published in terms of Section 06 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.  
19th May 2006.

#### Collective Agreement No. 08 of 2006

##### COLLECTIVE AGREEMENT

This Agreement entered into by and between N. Chandraratne (Decorators) Limited, a company duly registered in Sri Lanka and having its registered office at No. 205, D. R. Wijewardena, Mawatha, Colombo 10, (hereinafter referred to as “ the Employer ”) and Inter Company Employees Union, a Trade Union duly registered in Sri Lanka, having its registered office at No.158 /18 E. D. Dabare Mawatha, Colombo 05. (hereinafter referred to as “ the Union ”)

Whereas the Union made representations to the Employer for a revision of salaries of their members employed by the Employer and the parties have, after discussions arrived at the following terms of settlement.

1. **Employees Covered and Bound.**– This Agreement shall cover and bind the Employer, the Union and employees of the Employer in the manual / operative grades employed on permanent monthly contracts of employment, who are members of the Union.

2. **Effective Date and Operation of the Agreement.**– This Agreement shall take effect from 1st January 2006 and shall, unless otherwise terminated by either party giving one month’s written notice to the other shall continue to remain in force provided, however, that

neither party shall give such notice prior to the 30th November 2007, and the Agreement shall not stand terminated prior to the 31st day of December 2007.

3. **Wage Increase.** - The Employer agrees to grant the following wage increases during the pendency of the Agreement :

(a) With effect from 1st January 2006, each employee covered and bound shall receive a salary increase of Rs. 1200/

(b) With effect from 1st January 2007, the monthly salaries applicable to each employee as at 31st December 2006 shall be increased by Rs. 1100/-

The Union and its member hereby agree that no further demands would be made either for wage increases or any other pecuniary matters during the pendency of this Agreement.

4. **Annual Increments.** - Unless otherwise decided on disciplinary grounds, an employee covered and bound shall receive annual increments, after appraisal of performance, in terms of the salary scale applicable to him.

5. **Subsistence.** - The Management agrees that they would pay a sum of Rs. 125/- in lieu of subsistence to work sites and expenditure incurred for meals, which are located more than 25 Kilometers from the Head Office.

6. The Union, the Employer and the employees covered and bound by this Agreement undertake that they shall not during the continuance of this Agreement seek to vary or change, in any manner, any of the terms and conditions agreed upon herein. The Union and the employees covered and bound agree that they shall not resort to any form the Trade Union action in relation to any dispute connected with or arising out of any matter covered by this Agreement.

7. **Disputes Settlement Procedure.** - In the event of a dispute arising out of a matter not covered by this Agreement, parties agreed to resolve any such dispute in the following manner:

(a) In the event of any dispute that shall arise between parties during the continuance in force of this Agreement, the branch of the Union in the Employer's Establishment shall raise such dispute with the Management of the Employer and parties shall take all effort to resolve such disputes amicably.

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

(c) Failing a settlement of the dispute as provided in the preceding sub-clause, the Union may raise the dispute with the Department of Labour and move to have the dispute resolved under the provisions of the Industrial Disputes Act.

IN WITNESS THEREOF THE PARTIES HAVE HEREUNTO SET THEIR HANDS ON THIS 5TH DAY OF APRIL TWO THOUSAND SIX.

*for & on behalf of*  
N. CHANDRARATNE  
(DECORATORS) LTD.

Name : W. D. F. R. WITHANAGE

Designation : M. D.

*for & on behalf of*  
Inter Company  
EMPLOYEES UNION

Name : B. I. ABIDEEN

Designation : VICE PRESIDENT

WITNESSES:

1. Name : W. M. K. L. WEERASINGHE

2. Name : W. D. R. C. WIJESINGHE

Designation : ASSIT. DIRECTOR GENRAL ETC

Designation : SECRETARY

My No. : CT/1763.

### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between Noritake Lanka Porcelian (Pvt.) Ltd. No. 12, Glen Aber Place, Colombo 03 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 31st March, 2006 is hereby published in terms of Section 06 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.  
19th May 2006.

### Collective Agreement No. 07 of 2006

#### COLLECTIVE AGREEMENT BETWEEN NORITAKE LANKA PORCELAIN (PVT) LIMITED AND SRI LANKA NIDAHAS SEVAKA SANGAMAYA & JATHIKA SEVAKA SANGAMAYA OF 31ST MARCH, 2006

This Collective Agreement entered into between Noritake Lanka Porcelain (Pvt) Ltd., a Company duly registered and having its registered office at No. 12, Glen Aber Place, Colombo 03, and hereinafter referred to as "the Employer" and the Sri Lanka Nidahas Sevaka Sangamaya, a Trade Union duly registered and having its registered office at No. 301, T. B. Jayah Mawatha, Colombo 10, & the Jathika Sevaka Sangamaya, a Trade Union duly registered and having its registered office at No. 416, Kotte Road, Pitakotte, and hereinafter referred to as "the Unions", on this 31st day of March Two Thousand Six.

Whereas the Unions made certain demands of the Employer for the revision of wages of their members employed by the Employer and parties have after negotiations arrived at the following terms of agreement:

1. **Parties Covered and Bound.** - The terms of this agreement shall cover and bind the Employer, the Unions and the members of the Unions employed on permanent monthly contracts by the Employer in the Manual/Operative grades in the Company.
2. **Salaries.** - (i) With effect from 1st April, 2006, the Employer shall add Rupees 800 to the salaries of each employee.  
(ii) With effect from 1st April, 2007, the Employer shall add Rupees 700 to the salaries of each employee.  
(iii) With effect from 1st April, 2008, the Employer shall add Rupees 600 to the salaries of each employee.
3. The Employer shall continue to pay Cost of Living Allowance at the rate of Rs. 1.50 per each point on the Colombo Consumers' Price Index.  
  
The rest of the terms and conditions presently enjoyed by the employees, covered and bound, would remain unchanged.  
Any variation, change or addition to the terms and conditions referred to in this clause shall only be made through mutual consent.
4. The Unions, together with their members, hereby undertake that during the period of operation of this Agreement, they shall extend their fullest co-operation to the Company to carry out its all lawful activities.
5. If during the continuance in force of this Agreement the Government prescribed increases in salary by any written law, applicable to the Company, the Employer shall be entitled to take credit for the increases granted in terms of this Agreement.
6. This Agreement shall take effect from 1st April, 2006, and, unless otherwise terminated by any party to this agreement by giving notice to the others under the provisions of the Industrial Disputes Act, shall continue to remain in force provided, however, that no party to this agreement shall give notice of such termination prior to the 28th February, 2009.

7. The Employer, the Unions and the employees covered and bound by this Agreement undertake that they shall not during the continuance of this Agreement seek to vary, alter or add to any of the terms and conditions agreed upon herein and shall not resort to any form of Trade Union action in relation to any dispute connected with or arising out of any matter covered by this Agreement.

8. In the event of a dispute arising out of a matter not covered by this Agreement, parties agreed to resolve any such dispute in the following manner:

- (a) Firstly, the Branch and the Management would attempt to settle such issue/dispute at the Company level. A written statement of the dispute shall be forwarded by the Union's/s' branch committee/s to the Employer, and at least three weeks given for the Employer to resolve the dispute.
- (b) In the event of non-resolution of the dispute at Stage (a) above, parties agree to meet at the Employers Federation of Ceylon (EFC) in order to resolve such dispute.
- (c) In the event of non-resolution of the dispute at Stage (b) above, parties agree to resolve the relevant dispute in accordance with the conciliation proceedings in terms of the provisions of the Industrial Disputes Act.
- (d) In the event of non-resolution of the dispute at Stage (c) above, the Union agrees that they would give 14 days prior notice, in writing, before engaging in any Trade Union action.
- (e) However, if in the opinion of the controlling body of the Union/s, 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/s or is seriously detrimental to the interests of the Union/s trade union action may be resorted to by the union/s without following the procedure laid down above, provided however that at least seven days (7) written notice shall be given by the Union/s to the Employer and the Commissioner-General of Labour.

IN WITNESS HEREOF, PARTIES HAVE SET THEIR HANDS ON THIS THIRTY FIRST DAY OF MARCH TWO THOUSAND SIX.

*for & on behalf of*  
NORITAKE LANKA (PVT.) LTD.

*for & on behalf of*  
Sri Lanka Nidahas Sevaka Sangamaya.

Mr. M. NAKANISHAI  
DEPUTY CHAIRMAN/MANAGING DIRECTOR.

Mr. LESLIE DEVENDRA,  
GENERAL SECRETARY.

*for & on behalf of*  
JATHIKA SEVAKA SANGAMAYA.

Mr. NIMAL PERERA,  
DIRECTOR/GENERAL MANAGER.

Mr. PALITHA ATHUKORALE,  
CHIEF ORGANIZER.

WITNESSES:

1. S. G. SAMARASEKARA  
*Name*

2. KRISHANTHA ADIKARI  
*Name*

3. W. G. SANEVIRATNE  
*Name*

FINANCE MANAGER  
*Designation*

SECRETARY, SRI LANKA NIDAHAS  
SEVAKA SANGAMAYA  
*Designation*

JATHIKA SEVAKA SANGAMAYA.  
*Designation*

My No.: CI/770.

### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between McLaren Containers (pvt) Limited, No. 776, Negombo Road, Welisara, Ragama of the one part and Ceylon Mercantile Industrial and General Workers Union (CMU) No. 03, 22nd Lane, Colombo 03 of the other part on 26th January, 2006 is hereby published in terms of Section 06 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.  
21st April 2006.

## Collective Agreement No. 06 of 2006

### AGREEMENT

Agreement entered into between McLaren Containers (pvt) Limited, a Company duly registered and having its registered office at No. 776 Negombo Road, Welisara, Ragama, and hereinafter referred to as "the Employer" and the Ceylon Mercantile, Industrial and General Workers Union (CMU), a Trade Union duly registered and having its registered office at No. 3, 22nd Lane, Colombo 3, and hereinafter referred to as "the Union" on this Twenty Sixth day of January Two Thousand Six.

Whereas the Union made certain demands of the Employer for the revision of terms and conditions of employment of their members employed by the Employer and parties have after negotiations arrived at the following terms of settlement:

1. **Parties Covered and Bound.**— The terms of this settlement shall cover and bind the Employer, the Union and members of the Union employed on monthly contracts by the Employer in the Engineering or Motor Transport Trade and for whom salary scales have been set out in Schedule I herof.

2. **Salaries.**—

- (i) With effect from 1st August 2005, the Employer shall add to the salaries of each employee, a sum of Rs 874/-, being the difference of the Colombo Consumers' Price Index figure (CCPI) in August 2004 and August 2005 multiplied by Rs 2/= and the salary of each employee shall stand increased by a like amount.
- (ii) In addition to the sum of Rs 874/-, as reflected in clause (i) above, the monthly salary of each, employee shall be further increased by a sum of Rs.626/-, also with effect from 1st August 2005 and the total increase accordingly will amount to Rs. 1500/- from such date.
- (iii) The salary scales applicable to employees under this Agreement shall be as set out in schedule 1 hereof and consolidated at the Colombo Consumer Price Index figure of 3771.0

A. **NOTIONAL Arrears.**— By way of notional arrears, in respect of the period 1st August 2005 to 1st January, the Employer will pay each employee a sum equal to Rs 626/- multiplied by 5 (i.e. Rs.3,130/-). This sum shall not constitute a part of the employee's earnings for any purpose whatsoever.

3. **Revision of Salaries.**— With effect from 1st August 2006, the Employer will increase the monthly salaries of each employee and the scale applicable to a sum equal to the difference in the Colombo Consumers' Price Index (CCPI) during the preceding 12- month period, multiplied by Rs 2/- and shall with effect from 1st August 2007 increase the monthly salaries of employees in the same manner, having regard to the 12 month period preceding 1st August 2007.

4. **Annual Incremental Rates.**— The Employer agrees to increase the annual incremental rates as set out in schedule 1 hereof.

5. **Bonus.**— The Employer shall continue to pay each employee a Bonus equal to three month's salary, of which one month will be paid in the month of April and two months in the month of December each year. In respect of the year 2005, the payment will be on the salary applicable to an employee as at December 2005, Thereafter, the payments will be computed on the basis of the salary applicable to an employee at the time the payment is made, i.e. in the case of the April payment, it shall be on the salary applicable as at April payment, it shall be on the salary applicable as at April and in the case of the December payment, it shall be on the salary applicable as at December.

6. The Union, the Employer and the employees covered and bound by this Agreement undertake that they shall not during the continuance of this Agreement attempt to seek to vary, in any manner, any of the terms and conditions agreed upon herein and shall not resort to any form of Trade Union action in relation to any dispute connected with or arising out of any matter covered by this Agreement.

7. This Agreement shall take effect from, 1st August 2005 and shall, unless otherwise terminated by either party giving one month's written notice to the other, continue to remain in force provided, however, that neither party shall give such notice prior to the 30th day of June, 2007. And the Agreement shall not stand terminated prior to the 31st day of July 2007.

#### Schedule 1

Engineering Trade	Salary Scale	
	(consolidated at the CCPI figure of 3771.0)	
Unskilled	Rs. 6622/-	— increment of Rs. 45/-
Semi-skilled	Rs. 7257/-	— increment of Rs. 50/-
Skilled – Grade I	Rs. 7522/-	— increment of Rs. 55/-
Skilled – Grade II	Rs. 8012/-	— increment of Rs. 60/-
Motor Transport Trade		
Drivers—		
Class A	Rs. 7257/-	— increment of Rs. 55/-
Class B	Rs. 6987/-	— increment of Rs. 50/-
Class C	Rs. 6827/-	— increment of Rs. 45/-
Cleaners	Rs. 6622/-	— increment of Rs. 45/-
Office Minor Staff	Rs. 7257/-	— increment of Rs. 50/-

IN WITNESS HEREOF, PARTIES HAVE SET THEIR HANDS ON THIS TWENTY SIXTH DAY OF JANUARY TWO THOUSAND SIX.

*for and on behalf of*  
MCLARENS CONTAINERS (PVT) LTD.

*for and on behalf of*  
CEYLON, MERCANTILE, INDUSTRIAL  
AND GENERAL WORKERS' UNION

*Name:* NEIL DE SILVA

*Name:* BALA TAMPOE

*Designation:* CHAIRMAN/ MANAGING DIRECTOR

*Designation:* GENERAL SECRETARY

#### WITNESSES:

1. *Name:* D. A. EDVIN PERERA  
*Designation:* ADMINISTRATIVE OFFICER

*Name:* U. D. KARUNARATNA  
*Designation:* BRANCH SECRETARY.

2. *Name:* W. M. K. L. WEERASINGHE  
*Designation:* ASST. DIR. GENERAL

*Name:* K. A. LALANTHA THILAK  
*Designation:* BRANCH PRESIDENT