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No. 1470/14 – TUESDAY, NOVEMBER 07, 2006

(Published by Authority)

## PART I : SECTION (I) – GENERAL

### Government Notifications

My No. : CI/1027.

#### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between People's Bank, No. 75, Sir Chittampalam A. Gardiner Mawatha, Colombo 2 of the one part and Ceylon Bank Employees' Union, No. 20, Temple Road, Colombo 10 of the other part on 29th June, 2006 is hereby published in terms of Section 6 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

D. SOMAWEERA EDIRISINGHE,  
Commissioner- General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 5.  
13th October, 2006.

#### Collective Agreement No. 19 of 2006

##### COLLECTIVE AGREEMENT

Between

**PEOPLE'S BANK**, No. 75, Sir Chittampalam A. Gardiner Mawatha,  
Colombo 2, of the one part

AND

**CEYLON BANK EMPLOYEES, UNION**, No. 20, Temple Road,  
Colombo 10, of the other part

This Collective Agreement made on this 29th day of June 2006 by and between the People's Bank (hereinafter referred to as "the Bank") of the one part and the Ceylon Bank Employees' Union (hereinafter referred to as "the Union") of the other part.

Title : This Agreement will be known and referred to as "People's Bank Collective Agreement with the Ceylon Bank Employees' Union for the period First January Two Thousand Six to Thirty First December Two Thousand Eight. (01.01.2006 to 31.12.2008)."

1. **Employers to be Covered and Bound.**— This Agreement shall cover and bind the People's Bank, which is a party to this Agreement.

2. **Employees to be Covered and Bound.**—This Agreement shall cover and bind members of the Ceylon Bank Employees' Union in employment with the Bank and who are employed in any of the categories for whom a salary scale has been prescribed in this Agreement in the Annexure attached hereto.

3. **Date of Operation and Duration.**— This agreement is deemed to be in force from 1st January, 2006 and shall thereafter continue to be in force unless it is determined by either party giving six months notice in writing to the other party, provided however that no party shall give such notice to the other party before 1st day of July 2008 and such notice shall not expire before the 31st day of December 2008.

4. **Matters covered and Variation of Terms and Conditions of Employment and Benefits.**— (a) This Agreement shall be in full and final settlement of all matters covered herein as well as of all the matters raised by the Union and in respect of which negotiations took place between the parties before the conclusion of this Agreement and the Union agrees that it will not during the continuance in force of this Agreement raise any of the matters which were discussed and negotiated between the parties preceding this Agreement other than the matters relating to non salary benefits which shall be discussed by the Management of the Bank with the Union and the Officers' Association and reach finality on or before 30th September 2006 after an agreement has been arrived at, as regards non salary benefits the terms and conditions of same shall be annexed to this agreement which shall form an integral part thereof.

(b) The Union and its members shall not during the continuance in force of this Agreement seek to vary, alter or add to all or any of the terms and conditions of employment or benefits applicable or enjoyed as provided for in this Agreement other than by mutual agreement with the Bank.

5. **Salary Components.**—As from 01.01.2006 each employee covered and bound by this Agreement shall be paid upon and subject to the other terms and conditions herein contained a monthly salary which comprise of the following components.

- (i) Fixed Component linked to "Basic Salary" and related allowances.
- (ii) Variable Component linked to performance.

#### **Fixed Component –**

##### **The Fixed Component comprise the following items:**

- (i) Ratatinalized Basic Salary as set out in the Annex I hereto. (Those reaching the maximum of the salary scales of the highest grade in each category marked (f) against in the Annex I and all Officer Grades will be entitled for increments continuously notwithstanding the maximum point given in the salary scales.
- (ii) Allowances.
  - (a) In addition to the basix salary, the following allowances will be paid, effective from 01.01.2006.
    - (i) Cost of Living Allowance as per item (b) below.
    - (ii) Rent Allowances as per (C) below.
    - (iii) 10% of Basic salary, Rent Allowance and Cost of Living Allowance.
  - (b) The Cost of Living Allowance at the rate of Rs. 2.75 frozen as at December 1999 at the index point of 2404.9. Commencing January 2000 every one point change over and above the Colombo Consumer Price Index (CCPI) of December 1999 only will be computed at Rs. 3. If the Index point drops below December level ie: 2404.9 the computation should be at the rate of Rs. 2.75 per point.
  - (c) The Rent Allowance, which will be 20% of Basic Salary with a minimum of Rs. 1400.

#### **Variable Component**

Basis of determination of Variable Component will be determined in the course of time.

6. **Tax on Emoluments.**— The question of tax on emoluments will be resolved in consultation with the Ministry of Finance.

**7. Conversion of the Basic Salary.-**

- (a) The Basic Salaries of all employees will be converted to the revised scale by applying the step for step (point by point) method of conversion. E.g. An employee who had been on the 5th step of the scale as at 31.12.2005 will be placed on the 5th step of the relevant revised scale with effect from 01.01.2006.
- (b) Non-Banking Stream personnel shall also be placed at the appropriate revised salary scale on the same basis.

**8. Conversion Anomalies.-** Any anomalies that would arise consequent to this revision shall also be examined by a Committee comprising of representatives of the Bank and the Union and will be rectified suitably.

9. The Ceylon Bank Employees' Union further agrees to assist and support the management of the Bank in every manner to obtain the maximum contribution of its members to achieve the targets set out in the Business Performance Plan of the Bank. In this regard, the union will mobilize its members on a voluntary basis, at least on 08 holidays, for projects mutually agreed upon by the management of the Bank and the union, in order to implement plans designed in that direction.

10. Where the existing terms and conditions of employment of an employee covered and bound by this agreement and any existing concessions extended to the members of the Union are more favourable than the terms and conditions provided for in this agreement, then nothing in this agreement shall in any way affect or prejudice such existing terms and conditions of employment or such concessions and such terms and conditions of employment and concessions shall continue to exist, notwithstanding anything to the contrary contained herein.

11. Where an employee was immediately prior to the date hereof entitled to or becomes entitled on or after that date under or by virtue of any law, contract, agreement, award or custom to any rights or privileges more favourable than those to which he/she would be entitled under this agreement, nothing in this agreement shall be deemed or construed to authorise or permit the Bank to withhold, restrict or terminate such right or privilege.

The common seal of the People's Bank was affixed hereto at Colombo on this 29th day of June, 2006 in the presence of Dr. P. A. Kiriwandeniya - Chairman and Mr. Asoka De Silva - CEO/GM of People's Bank.

**CEYLON BANK EMPLOYEES' UNION**

P. A. KIRIWANDENIYA  
Chairman

M. R. SHAH  
President

ASOKA DE SILVA  
Ceo/General Manager

GAMINI KARUNARATNE  
General Secretary

**WITNESSES TO THE ABOVE SIGNATURES**

T. KARUNASENA  
Senior Deputy General Manager  
(Business Support and Productivity Management)

A. K. BANDARA  
President  
CBEU - People's Bank Branch

AJIT WEERASINHA  
Deputy General Manager  
(Human Resources)

E. M. GNANATILAKE  
Secretary  
CBEU - People's Bank Branch

**COLLECTIVE AGREEMENT OF STATE BANKS - 2006 - 2008  
REVISED SALARY SCALES - PEOPLE'S BANK**

<i>Grade</i>	<i>Present Scale 2003</i>	<i>Revised Scale 2006</i>
GR - 3 (I)	$\frac{15,150 - 25,750}{530 \times 20}$	$\frac{21,970 - 37,370}{770 \times 20}$
3 (II) / Dy. Finance Officer / Asst. Law Off. - II / Ass. Secu. Sup. II / Con. Secretary - II (F)	$\frac{12,750 - 20,850}{405 \times 20}$	$\frac{18,105 - 28,705}{530 \times 20}$
3-III (BS)/Con. Sec. - I	$\frac{9,900 - 16,900}{350 \times 20}$	$\frac{14,070 - 23,070}{450 \times 20}$
3-III (NBS) / Asst. Fin. Off. / Asst. Law Off. - I / Asst. Secu. Sup.-I / Jun. Con. Sec.	$\frac{9,900 - 15,600}{285 \times 20}$	$\frac{14,070 - 21,570}{375 \times 20}$
Gr. IV / Secu. Insp. Steno - Supra - © - (F)	$\frac{8,650 - 13,250}{230 \times 20}$	$\frac{12,500 - 19,100}{330 \times 20}$
Staff Asst. - I (F) / Steno - III (F) / *Communication Asst. (F)	$\frac{7,750 - 10,950}{160 \times 20}$	$\frac{11,395 - 15,995}{230 \times 20}$
Steno - II © / Typist - III © (F) / Tel. Op. - III (F)	$\frac{7,400 - 10,400}{150 \times 20}$	$\frac{10,880 - 15,180}{215 \times 20}$
Staff Asst. - II / Steno - II/Jun. Secu. Officer (F)	$\frac{7,100 - 10,000}{145 \times 20}$	$\frac{10,435 - 14,635}{210 \times 20}$
Driver - III (F) / Sk. Labourer - III (F)	$\frac{6,950 - 9,650}{135 \times 20}$	$\frac{9,940 - 13,740}{190 \times 20}$
Steno - I © / Typist - II © / Tel. Oper. - II	$\frac{6,900 - 9,100}{110 \times 20}$	$\frac{10,145 - 13,245}{155 \times 20}$
Staff Asst. - III / Steno - I	$\frac{6,650 - 8,850}{110 \times 20}$	$\frac{9,775 - 12,875}{155 \times 20}$
Record & Ser. Asst. / Off. Atten. - III (F) / Driver - II / Sk. Lab. - II / Secu. Asst. - II / Lift Op. - III (F)	$\frac{6,600 - 8,800}{110 \times 20}$	$\frac{9,440 - 12,540}{155 \times 20}$
Typist - I / Tel. Op. - I	$\frac{6,510 - 8,210}{85 \times 20}$	$\frac{9,570 - 12,070}{125 \times 20}$
Off. Atten. - II / Driver - I / Sk. Lab. - I / Secu. Asst. - I / Lift - Op. - II / Lab - III (F)	$\frac{6,250 - 8,250}{100 \times 20}$	$\frac{8,940 - 11,740}{140 \times 20}$
Off Atten. - I / Lab - II / Lift Op. - I	$\frac{5,875 - 7,375}{75 \times 20}$	$\frac{8,400 - 10,400}{100 \times 20}$
Labourer - I	$\frac{5,580 - 6,980}{70 \times 20}$	$\frac{7,980 - 9,880}{95 \times 20}$

\* This grade has been created w. e. f. 22.12.2003.

*Allowances payable in addition to the basic salary.–*

- (i) Rent allowance (20% of basic salary) with a minimum of Rs. 1400/-.
- (ii) The Cost of Living Allowance at the rate of Rs. 2.75 will be frozen as at December 1999 at the point of 2404.9. Every one point over and above the Colombo Consumer Price Index (CCPI) of December 1999 only will be computed at Rs. 3/-. If the Index point drops below December level ie: 2404.9 the computation will be at the rate of Rs. 2.75 per point.
- (iii) 10% of Basic Salary, Cost of Living Allowance and the Rent Allowance.

11 – 576

My No.: CI/1027.

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131**

THE Collective Agreement entered into between People's Bank, No. 75, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 of the one part and People's Bank Officer's Association, No. 75, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 of the other part on 29th June, 2006 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

D. SOMAWEERA EDIRISINGHE,  
Commissioner-General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05.  
13th October, 2006.

**Collective Agreement No. 20 of 2006**

COLLECTIVE AGREEMENT

Between

**PEOPLE'S BANK**, No. 75, Sir Chittampalam A. Gardiner Mawatha, Colombo 2, of the one part

AND

**PEOPLE'S BANK OFFICERS' ASSOCIATION**, No. 75, Sir Chittampalam A. Gardiner Mawatha, Colombo 2 of the other part

This Collective Agreement made on this 29th day of June, 2006 by and between the People's Bank (hereinafter referred to as 'the Bank') of the one part and the People's Bank Officers' Association (hereinafter referred to as 'the Officers' Association') of the other part.

**Title:** This Agreement will be known and referred to as "**PEOPLE'S BANK COLLECTIVE AGREEMENT WITH THE PEOPLE'S BANK OFFICERS' ASSOCIATION** for the period First January Two Thousand Six to Thirty First December Two Thousand Eight. (01.01.2006 TO 31.12.2008)".

1. **Employers to be Covered and Bound.**– This Agreement shall cover and bind the People's Bank, which is a party to this Agreement.

2. **Employees to be Covered and Bound.**– This Agreement shall cover and bind members of the People's Bank Officers' Association in employment with the Bank and who are employed in any of the categories for whom a salary scale has been prescribed in this Agreement in the Annexure attached hereto.

3. **Date of Operation and Duration.**– This Agreement is deemed to be in force from 1st January, 2006 and thereafter continue to be in force unless it is determined by either party giving six months notice in writing to the other party, provided however that no party shall give such notice to the other party before the 1st day of July, 2008 and such notice shall not expire before the 31st day of December, 2008.

**4. Matters covered and variation of terms and conditions of Employment and benefits.-**

- (a) This Agreement shall be in full and final settlement of all matters covered herein as well as of all the matters raised by the Officers' Association in relation to 2006 - 2008 and in respect of which negotiations took place in between the parties before the conclusion of this Agreement and the Officers' Association agrees that it will not during the continuance in force of this Agreement raise any of the matters which were discussed and negotiated between the parties preceding this Agreement other than the matters relating to non salary benefits which shall be discussed by the management of the Bank with the Union and the Officers' Association and reach finality on or before 30th September, 2006 after an agreement has been arrived at, as regards non salary benefits the terms and conditions of same shall be annexed to this agreement which shall form an integral part thereof.
- (b) The Officers' Association and it's members shall not during the continuance in force of this Agreement seek to vary, alter or add to all or any of the terms and conditions of employment or benefits applicable or enjoyed as provided for in this Agreement other than by mutual agreement with the Bank.

**5. Salary Components.-** As from 01.01.2006 each employee covered and bound by this Agreement shall be paid upon and subject to the other terms and conditions herein contained a monthly salary which comprise of the following components.

- (i) Fixed Component linked to "Basic Salary" and related allowances.
- (ii) Variable Component linked to performance.

**Fixed Component**

The Fixed Component comprise the following items :

- (i) Revised Basic salary as set out in the Annex I hereto. (Those reaching the maximum of the salary scales of the highest grade in each category marked (f) against in the Annex I and all Officer Grades will be entitled for increments continuously not withstanding the maximum point given in the salary scales.
- (ii) Allowances -
  - (a) In addition to the basic salary, the following allowances will be paid, effective from 01.01.2006.
    - (i) Cost of Living Allowance as per item (b) below;
    - (ii) Rent Allowances as per © below;
    - (iii) 10% of revised Basic salary, Rent Allowance and Cost of Living Allowance.
  - (b) The Cost of Living Allowance at the rate of Rs. 2.75 frozen as at December, 1999 at the index point of 2404.9. Commencing January, 2000 every one point change over and above the Colombo Consumer Price Index (CCPI) of December, 1999 only will be computed at Rs. 3. If the Index point drops below December, 1999 level ie: 2404.9 the computation should be at the rate of Rs. 2.75 per point.
  - (c) The Rent Allowance, which will be 20% of Basic Salary with a minimum of Rs. 1400.

**VARIABLE COMPONENT.-** Basis of determination of Variable Component will be determined in the course of time.

**6. TAX ON EMOLUMENTS.-** Payee Tax payment to be re-imbursed by the Bank without any effect to the take home salary.

**7. CONVERSION OF THE BASIC SALARY.-**

- (a) The Basic Salaries of all employees will be converted to the revised scale by applying the step for step (point by point) method of conversion.  
e.g. An employee who had been on the 5th step of the scale as at 31.12.2005 will be placed on the 5th step of the relevant revised scale with effect from 01.01.2006.
- (b) Non-Banking Stream personnel shall also be placed at the appropriate revised salary scale on the same basis.

**8. CONVERSION ANOMALIES.-** Any anomalies that would arise consequent to this revision shall also be examined by a Committee comprising of representatives of the Bank and the Association and will be rectified suitably.

9. It is agreed by both parties to this agreement that all allowances and other benefits enjoyed by the employees of Bank of Ceylon and People's Bank shall be equal.

10. It is further agreed by the People's Bank Officers' Association that scales and various other allowances of the officers not covered by this agreement shall be decided by the Board of Directors of the Bank.

11. The Officers' Association further agrees to assist and support the management of the Bank in every manner to obtain the maximum contribution of its members to achieve the targets set out in the Business Performance Plan of the Bank. In this regard, the Association will mobilize its members on a voluntary basis, at least on 08 holidays, for projects mutually agreed upon by the management of the Bank and the Association, in order to implement plans designed in that direction.

12. Where the existing terms and conditions of employment of an employee covered and bound by this agreement and any existing concessions extended to the members of the Officers' Association are more favourable than the terms and conditions provided for in this agreement, then nothing in this agreement shall in any way affect or prejudice such existing terms and conditions of employment or such concessions and such terms and conditions of employment and concessions shall continue to exist, notwithstanding anything to the contrary contained herein.

13. Where an employee was immediately prior to the date hereof entitled to or becomes entitled on or after that date under or by virtue of any law, contract, agreement, award or custom to any rights or privileges more favourable than those to which he/she would be entitled under this agreement, nothing in this agreement shall be deemed or construed to authorise or permit the Bank to withhold, restrict or terminate such right or privilege.

The common seal of the People's Bank was affixed hereto at Colombo on this 29th day of June, 2006 in the presence of Dr. P. A. Kiriwandeniya – Chairman and Mr. Asoka de Silva – CEO/GM of People's Bank.

**PEOPLE'S BANK OFFICERS' ASSOCIATION**

P. A. KIRIWANDENIYA  
*Chairman*

S. S. A. L. SIRIWARDENA  
*President*

ASOKA DE SILVA  
*CEO/General Manager*

PIYASIRI WADUGE  
*Secretary*

**WITNESS TO THE ABOVE SIGNATURES**

T. KARUNASENA  
Senior Deputy General Manager  
(Business Support and Productivity Management)

SUMATHIPALA KARIYAWASAM

AJIT WEERASINGHA  
Dy. General Manager (HR)

R. G. JAYATISSA

**COLLECTIVE AGREEMENT OF STATE BANKS - 2006 - 2008  
REVISED SALARY SCALES - PEOPLE'S BANK**

<i>Grade</i>	<i>Present Scale 2003</i>	<i>Revised Scale 2006</i>
GR – I	$\frac{22,575 - 33,300}{715 \times 15}$	$\frac{33870 - 49950}{1340 \times 12}$
GR – II	$\frac{18,250 - 30,350}{605 \times 20}$	$\frac{26645 - 44245}{880 \times 20}$
GR – (3)I	$\frac{15,150 - 25,750}{530 \times 20}$	$\frac{21970 - 37370}{770 \times 20}$
3(II)/Dy. Finance Officer/ Asst. Law Off.-II/Asst. Secu. Sup-II/Con. Secretary-II (F)	$\frac{12,750 - 20,850}{405 \times 20}$	$\frac{18105 - 28705}{530 \times 20}$

<i>Grade</i>	<i>Present Scale 2003</i>	<i>Revised Scale 2006</i>
3-III(BS)/Con Sec. - I	$\frac{9,900 - 16,900}{350 \times 20}$	$\frac{14070 - 23070}{450 \times 20}$
3-III(NBS)/Asst. Fin. Off/ Asst. Law Off.-I/Asst. Secu. Sup-I/Jun. Con. Sec.	$\frac{9,900 - 15,600}{285 \times 20}$	$\frac{14070 - 21570}{375 \times 20}$
Gr. IV/Secu. Insp. Steno - Supra-C - (F)	$\frac{8,650 - 13,250}{230 \times 20}$	$\frac{12500 - 19100}{330 \times 20}$

**ALLOWANCES PAYABLE IN ADDITION TO THE BASIC SALARY .-**

- (i) Rent allowance (20% of basic salary) with a minimum of Rs. 1400.
- (ii) The Cost of Living Allowance at the rate of Rs. 2.75 will be frozen as at December 1999 at the point of 2404.9. Every one point over and above the Colombo consumer Price Index (CCPI) of December, 1999 only will be computed at Rs. 3. If the Index point drops below Decembe level ie: 2404.9 the computation will be at the rate of Rs. 2.75 per point.
- (iii) 10% of Basic Salary, Cost of Living Allowance and the Rent Allowance.

11 - 577

My No.: CI / 12.

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131**

The Collective Agreement entered into between Brown and Company Limited, No. 481, T. B. Jayah Mawatha, Colombo 10 of the one part and Ceylon Mercantile Industrial and General Workers' Union (CMU), No. 03, 22nd Lane, Colombo 03 of the other part on 18th August, 2006 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956) -

D. SOMAWEERA EDIRISINGHE,  
Commissioner-General of Labour.

Department of Labour.  
Labour Secretariat,  
Colombo 05.  
24th October, 2006.

**Collective Agreement No. 23 of 2006**

TECHNICAL STAFF COLLECTIVE AGREEMENT 2006

**BROWN AND CO. LTD**

**AND**

**THE CEYLON MERCANTILE,  
INDUSTRIAL AND GENERAL WORKERS'  
UNION (CMU)**

**AGREEMENT**

This Agreement is made and entered into on this Eighteenth day of August, Two Thousand six., between Brown and Copany Limited, duly registered in Sri Lanka, having its registered office at No. 481, T. B. Jayah Mawatha, Colombo 10, (hereinafter referred to as



“the Employer” and the Ceylon Mercantile Industrial and General Workers’ Union (CMU), a Trade Union duly registered in Sri Lanka, having its registered office at No. 3, 22nd Lane, Colombo 3, (hereinafter referred to as “the Union”).

**Witnesseth** – Whereas the said Union made representations to the Employer for a revision of salaries of the Technical Staff employed by the Employer, the parties have, after negotiations, arrived at a settlement on the following lines:—

1. **Parties Covered and Bound.**— This Agreement shall cover and bind the Employer, the Union and members of the Union employed as technical staff by the Employer in the categories of employment certified in the salary scales set out at Schedule 1 hereof and are members of the Union.

2. **Salaries.**—

- (i) Salaries payable to the employees covered and bound by this Agreement with effect from 1st January, 2006 shall be in terms of the salary scales set out in Schedule 1 hereof.
- (ii) To ascertain the salary payable to an employee with effect from 1st January, 2006, the following provisions shall apply.—
  - (a) The salary payable to an employee as at 31st December, 2005 will be increased by a sum equal to 15% thereof and each employee shall thereafter be placed on the corresponding point in monetary terms in the grade applicable to him on the salary scales set out in Schedule 1 hereof. If there is no such corresponding point, the employee will be placed on the next higher point on monetary terms on the grade applicable.
- (iii) With effect from 1st January, 2007, the monthly salary of each employee shall be increased by a further 5% of the salary applicable as at 31st December, 2006 and each employee shall thereafter be placed on the corresponding point in monetary terms in the grade applicable to him on the salary scale applicable as at such time in terms of this Agreement. If there is no corresponding point the employee will be placed on the next higher point in monetary terms on the grade applicable.

3. **Annual Salary Revision.**—

- (i) At the expiry of each 12 month period commencing from the First day of January, 2006, the scales of consolidated salaries as set out in Schedule 1 hereto, shall be revised by addition to and consolidation with the salary at each stage of each grade of an amount in Sri Lankan Rupees equal to the number of Complete points by which the Colombo Consumer Price Index has increased during such twelve-month period multiplied by two (2) and the salary payable to each employee under this Agreement shall, accordingly, be increased by a like amount as from the First day of January, 2007.
- (ii) At the expiry of each 12 month period commencing from the First day of January, 2007, the scales of consolidated salaries as revised above, shall be revised in like manner as from the First day of January of each succeeding year by addition to and consolidation with the salary at each stage and grade of consolidated salaries in force in the 12 month period immediately, preceding an amount equal to the number of complete points by which the Colombo Consumer’s Price Index has increased during such preceding 12 month period, multiplied by two (2) and the salary of each employee as from the First day of January of the succeeding year shall be increased by a like amount during the continuance in force of this settlement.

4. **Non-Recurring Cost of Living Gratuity:**— As the scales of consolidated salaries set out in Schedule 1 hereto have been fixed on the basis of the Colombo Consumers’ Price Index being 3734 an employee shall be entitled to receive and the Employer shall be liable to pay a nonrecurring cost of living gratuity to employees in service in January each year in respect of the preceding 12 months (i.e. 1st January to 31st December hereinafter referred to as the “qualifying period”) commencing from the First day of January, 2006 ascertained in accordance with the under-noted formula:—

**The Formula** –

- (i) If the average of the Colombo Consumers’ Price Index for the qualifying period exceeds 3734 a sum computed at Rupees Two (Rs. 2/00) for each complete point (i.e. 1.0) by which such average exceeds 3734 in respect of each month of service during the qualifying period.
- (ii) When at the expiry of each 12 month period commencing on the First day of January the scales of consolidated salaries have been revised in the manner set out in Clause 4 hereof, the Base Index figure in the formula for purposes of calculating the Non-recurring Cost of Living Gratuity shall be increased by the number of points by which the Colombo Consumers’ Price Index has been during each 12 month period as specified in Clause 4 hereof.
- (iii) The Non-recurring Cost of Living Gratuity shall be payable to an employee who is eligible to receive the same by virtue of his service under the Employer during the part of the qualifying year by reason of the fact that he is not in the Employer’s service when the Non-recurring Cost of Living Gratuity becomes due in January of any year or he joined the employer’s service during the course of the qualifying year.

5. **Duration of Agreement.** - This Agreement will continue in force unless it is determined by either party giving one month's notice, in writing, to the other, provided that neither party shall give such notice to the other party before the Thirty First day of December, 2008.

The employees covered and bound by this Agreement undertake that during the pendency of the Agreement they shall not make any demands for a salary revision or any other form of monetary benefits and/or resort to any form of Trade Union action on such matters.

In witness hereof parties have set their hands hereunto on this Eighteenth day of August, Two Thousand Six, at Colombo.

Sgd.  
for & on behalf of

BROWN & CO LTD.

L. D. V. GUNASEKARE  
General Manager, Human Resources

Sgd.  
for & on behalf of

CEYLON MERCANTILE,  
INDUSTRIAL & GENERAL  
WORKERS' UNION (CMU)

BALA TAMPO  
General Secretary

#### WITNESSES

Sgd.  
1. K. WEERASINGHA  
Asst. Dir. General  
EFC

Sgd.  
1. GUNASENA WANNIARACHCHI

#### SCHEDULE 1

##### CONSOLIDATED AT THE COL INDEX FIGURE 3734 TECHNICAL STAFF - GS AND MD (ELECTRONIC TECHNICIANS)

Stage	Grade III	Grade II	Grade I
1	8,814.80	9,018.80	9,492.80
2	8,868.80	9,090.80	9,591.80
3	8,922.80	9,162.80	9,690.80
4	8,976.80	9,234.80	9,789.80
5	9,030.80	9,306.80	9,888.80
6	9,084.80	9,378.80	9,987.80
7	9,138.80	9,450.80	10,086.80
8	9,192.80	9,522.80	10,185.80
9	9,246.80	9,594.80	10,284.80
10	9,300.80	9,666.80	10,383.80
11	9,354.80	9,738.80	10,482.80
12	9,408.80	9,810.80	10,581.80
13	9,462.80	9,882.80	10,680.80
14	9,516.80	9,954.80	10,779.80
15	9,570.80	10,026.80	10,878.80
16	9,624.80	10,098.80	10,977.80
17	9,678.80	10,170.80	11,076.80
18	9,732.80	10,242.80	11,175.80
19	9,795.80	10,323.80	11,283.80
20	9,858.80	10,404.80	11,391.80
21	9,921.80	10,485.80	11,499.80
22	9,984.80	10,566.80	11,607.80
23	10,047.80	10,647.80	11,715.80
24	10,110.80	10,728.80	11,823.80
25	10,173.80	10,809.80	11,931.80
26	10,236.80	10,890.80	12,039.80
27	10,299.80	10,971.80	12,147.80
28	10,362.80	11,052.80	12,255.80
29	10,425.80	11,133.80	12,363.80

Stage	Grade III	Grade II	Grade I
30	10,488.80	11,214.80	12,471.80
31	10,551.80	11,295.80	12,579.80
32	10,614.80	11,376.80	12,687.80
33	10,677.80	11,457.80	12,795.80
34	10,740.80	11,538.80	12,903.80
35	10,803.80	11,619.80	13,011.80
36	10,866.80	11,700.80	13,119.80
37	10,929.80	11,781.80	13,227.80
38	10,992.80	11,862.80	13,335.80
39	11,055.80	11,943.80	13,443.80
40	11,118.80	12,024.80	13,551.80
41	11,181.80	12,105.80	13,659.80
42	11,244.80	12,186.80	13,767.80
43	11,307.80	12,267.80	13,875.80
44	11,370.80	12,348.80	13,983.80
45	11,433.80	12,429.80	14,091.80
46	11,496.80	12,510.80	14,199.80
47	11,559.80	12,591.80	14,307.80
48	11,622.80	12,672.80	14,415.80
49	11,685.80	12,753.80	14,523.80
50	11,748.80	12,834.80	14,631.80
51	11,811.80	12,915.80	14,739.80
52	11,874.80	12,996.80	14,847.80
53	11,937.80	13,077.80	14,955.80
54	12,000.80	13,158.80	15,063.80
55	12,063.80	13,239.80	15,171.80
56	12,126.80	13,320.80	15,279.80
57	12,189.80	13,401.80	15,387.80
58	12,252.80	13,482.80	15,495.80
59	12,315.80	13,563.80	15,603.80
60	12,378.80	13,644.80	15,711.80
61	12,441.80	13,725.80	15,819.80
62	12,504.80	13,806.80	15,927.80
63	12,567.80	13,887.80	16,035.80
64	12,630.80	13,968.80	16,143.80
65	12,693.80	14,049.80	16,251.80
66	12,756.80	14,130.80	16,359.80
67	12,819.80	14,211.80	16,467.80
68	12,882.80	14,292.80	16,575.80
69	12,945.80	14,373.80	16,683.80
70	13,008.80	14,454.80	16,791.80
71	13,071.80	14,535.80	16,899.80
72	13,134.80	14,616.80	17,007.80
73	13,197.80	14,697.80	17,115.80
74	13,260.80	14,778.80	17,223.80
75	13,323.80	14,859.80	17,331.80
76	13,386.80	14,940.80	17,439.80
77	13,449.80	15,021.80	17,547.80
78	13,512.80	15,102.80	17,655.80
79	13,575.80	15,183.80	17,763.80
80	13,638.80	15,264.80	17,871.80
81	13,701.80	15,345.80	17,979.80
82	13,764.80	15,426.80	18,087.80
83	13,827.80	15,507.80	18,195.80
84	13,890.80	15,588.80	18,303.80
85	13,953.80	15,669.80	18,411.80
86	14,016.80	15,750.80	18,519.80

28 × Rs. 63

28 × Rs. 81

28 × Rs. 108

<i>Stage</i>	<i>Grade III</i>	<i>Grade II</i>	<i>Grade I</i>
87	14,079.80	15,831.80	18,627.80
88	14,142.80	15,912.80	18,735.80
89	14,205.80	15,993.80	18,843.80
90	14,268.80	16,074.80	18,951.80
91	14,331.80	16,155.80	19,059.80
92	14,394.80	16,236.80	19,167.80
93	14,457.80	16,317.80	19,275.80
94	14,520.80	16,398.80	19,383.80
95	14,583.80	16,479.80	19,491.80
96	14,646.80	16,560.80	19,599.80
97	14,709.80	16,641.80	19,707.80
98	14,772.80	16,722.80	19,815.80
99	14,835.80	16,803.80	19,923.80
100	14,898.80	16,884.80	20,031.80
101	14,961.80	16,965.80	20,139.80
102	15,024.80	17,046.80	20,247.80
103	15,087.80	17,127.80	20,355.80
104	15,150.80	17,208.80	20,463.80
105	15,213.80	17,289.80	20,571.80
106	15,276.80	17,370.80	20,679.80
107	15,339.80	17,451.80	20,787.80
108	15,402.80	17,532.80	20,895.80
109	15,465.80	17,613.80	21,003.80
110	15,528.80	17,694.80	21,111.80
111	15,591.80	17,775.80	21,219.80
112	15,654.80	17,856.80	21,327.80
113	15,717.80	17,937.80	21,435.80
114	15,780.80	18,018.80	21,543.80
115	15,843.80	18,099.80	21,651.80

CONSOLIDATED AT THE COL INDEX FIGURE 3734  
TECHNICAL STAFF

<i>Stage</i>	<i>Grade III</i>	<i>Grade II</i>	<i>Grade I</i>
1	8,048.00	8,218.00	8,613.00
2	8,093.00	8,278.00	8,695.50
3	8,138.00	8,338.00	8,778.00
4	8,183.00	8,398.00	8,860.50
5	8,228.00	8,458.00	8,943.00
6	8,273.00	8,518.00	9,025.50
7	8,318.00	8,578.00	9,108.00
8	8,363.00	8,638.00	9,190.50
9	8,408.00	8,698.00	9,273.00
10	8,453.00	8,758.00	9,355.50
11	8,498.00	8,818.00	9,438.00
12	8,543.00	8,878.00	9,520.50
13	8,588.00	8,938.00	9,603.00
14	8,633.00	8,998.00	9,685.50
15	8,678.00	9,058.00	9,768.00
16	8,723.00	9,118.00	9,850.50
17	8,768.00	9,178.00	9,933.00
18	8,813.00	9,238.00	10,015.50
19	8,865.50	9,305.50	10,105.50
20	8,918.00	9,373.00	10,195.50
21	8,970.50	9,440.50	10,285.50
22	9,023.00	9,508.00	10,375.50

17×Rs.45/=

17×Rs.60/=

17×Rs.82.50

Stage	Grade III	Grade II	Grade I
23	9,075.50	9,575.50	10,465.50
24	9,128.00	9,643.00	10,555.50
25	9,180.50	9,710.50	10,645.50
26	9,233.00	9,778.00	10,735.50
27	9,285.50	9,845.50	10,825.50
28	9,338.00	9,913.00	10,915.50
29	9,390.50	9,980.50	11,005.50
30	9,443.00	10,048.00	11,095.50
31	9,495.50	10,115.50	11,185.50
32	9,548.00	10,183.00	11,275.50
33	9,600.50	10,250.50	11,365.50
34	9,653.00	10,318.00	11,455.50
35	9,705.50	10,385.50	11,545.50
36	9,758.00	10,453.00	11,635.50
37	9,810.50	10,520.50	11,725.50
38	9,863.00	10,588.00	11,815.50
39	9,915.50	10,655.50	11,905.50
40	9,968.00	10,723.00	11,995.50
41	10,020.50	10,790.50	12,085.50
42	10,073.00	10,858.00	12,175.50
43	10,125.50	10,925.50	12,265.50
44	10,178.00	10,993.00	12,355.50
45	10,230.50	11,060.50	12,445.50
46	10,283.00	11,128.00	12,535.50
47	10,335.50	11,195.50	12,625.50
48	10,388.00	11,263.00	12,715.50
49	10,440.50	11,330.50	12,805.50
50	10,493.00	11,398.00	12,895.50
51	10,545.50	11,465.50	12,985.50
52	10,598.00	11,533.00	13,075.50
53	10,650.50	11,600.50	13,165.50
54	10,703.00	11,668.00	13,255.50
55	10,755.50	11,735.50	13,345.50
56	10,808.00	11,803.00	13,435.50
57	10,860.50	11,870.50	13,525.50
58	10,913.00	11,938.00	13,615.50
59	10,965.50	12,005.50	13,705.50
60	11,018.00	12,073.00	13,795.50
61	11,070.50	12,140.50	13,885.50
62	11,123.00	12,208.00	13,975.50
63	11,175.50	12,275.50	14,065.50
64	11,228.00	12,343.00	14,155.50
65	11,280.50	12,410.50	14,245.50
66	11,333.00	12,478.00	14,335.50
67	11,385.50	12,545.50	14,425.50
68	11,438.00	12,613.00	14,515.50
69	11,490.50	12,680.50	14,605.50
70	11,543.00	12,748.00	14,695.50
71	11,595.50	12,815.50	14,785.50
72	11,648.00	12,883.00	14,875.50
73	11,700.50	12,950.50	14,965.50
74	11,753.00	13,018.00	15,055.50
75	11,805.50	13,085.50	15,145.50
76	11,858.00	13,153.00	15,235.50
77	11,910.50	13,220.50	15,325.50
78	11,963.00	13,288.00	15,415.50
79	12,015.50	13,355.50	15,505.50

28×Rs.52.50

28×Rs.67.50

28×Rs.90

<i>Stage</i>	<i>Grade III</i>	<i>Grade II</i>	<i>Grade I</i>
80	12,068.00	13,423.00	15,595.50
81	12,120.50	13,490.50	15,685.50
82	12,173.00	13,558.00	15,775.50
83	12,225.50	13,625.50	15,865.50
84	12,278.00	13,693.00	15,955.50
85	12,330.50	13,760.50	16,045.50
86	12,383.00	13,828.00	16,135.50
87	12,435.50	13,895.50	16,225.50
88	12,488.00	13,963.00	16,315.50
89	12,540.50	14,030.50	16,405.50
90	12,593.00	14,098.00	16,495.50
91	12,645.50	14,165.50	16,585.50
92	12,698.00	14,233.00	16,675.50
93	12,750.50	14,300.50	16,765.50
94	12,803.00	14,368.00	16,855.50
95	12,855.50	14,435.50	16,945.50
96	12,908.00	14,503.00	17,035.50
97	12,960.50	14,570.50	17,125.50
98	13,013.00	14,638.00	17,215.50
99	13,065.50	14,705.50	17,305.50
100	13,118.00	14,773.00	17,395.50
101	13,170.50	14,840.50	17,485.50
102	13,223.00	14,908.00	17,575.50
103	13,275.50	14,975.50	17,665.50
104	13,328.00	15,043.00	17,755.50
105	13,380.50	15,110.50	17,845.50
106	13,433.00	15,178.00	17,935.50
107	13,485.50	15,245.50	18,025.50
108	13,538.00	15,313.00	18,115.50
109	13,590.50	15,380.50	18,205.50
110	13,643.00	15,448.00	18,295.50
111	13,695.50	15,515.50	18,385.50
112	13,748.00	15,583.00	18,475.50
113	13,800.50	15,650.50	18,565.50
114	13,853.00	15,718.00	18,655.50
115	13,905.50	15,785.50	18,745.50

My No.: T23/P/45/2000.

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

**Order under Section 4(1)**

WHEREAS an industrial dispute in respect of the matters specified in the statement of the Commissioner of Labour, which accompanies this Order exists between -

Mr. K. A. Rathnathilake, No. 107/7, Araliya Pedesa, Makuluduwa, Piliyandala

of the one part

AND

(1) University Grants Commission, No. 18, Ward Place, Colombo 07, (2) University of Ruhuna, Matara

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(1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (1956 Revised Edition), as amended by Acts, Nos. 14 of 1957, 4 of 1962 and 39 of 1968 (read with Industrial Disputes (Special Provisions) Act, No. 37 of 1968, hereby appoint Mr. K. M. Sarathchandra, Mapalangedara, Divulapitiya, to be the Arbitrator and refer the aforesaid dispute to him for settlement by arbitration.

ATHAUDA SENEVIRATNE,  
Minister of Labour Relations and Foreign Employment.

Colombo 05.  
19th October, 2006.

My No.: T23/P/45/2000.

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

Mr. K. A. Rathnatilake, No. 107/7, Araliya Pedesa, Makuluduwa, Piliyandala  
of the one part

AND

(1) University Grants Commission, No. 18, Ward Place, Colombo 07, (2) University of Ruhuna, Matara  
of the other part

**STATEMENT OF MATTERS IN DISPUTE**

**The matters in dispute between the aforesaid parties are**

- (1) Whether Mr. K. A. Ratnathilake who was in the service of the University of Ruhuna is entitled to receive salaries for four months in view of the approval of the sabbatical leave four months less than his leave entitlement of one year and eight months within the period from 01st February, 1984 to 31st June, 1995 in terms of the University Grants Commission's Circular No. 408 and if not, what relief he should be granted.
- (2) Whether the demand of Mr. K. A. Ratnathilake for reimbursement of a sum of Rupees 118,000 that was incurred as air passage to and from London for him and his wife in terms of Section 10(b) of the University Grants Commission's Circular No. 408, is justified and if not, to what relief he is entitled.
- (3) Whether Mr. K. A. Ratnathilake is entitled to receive salaries for the respective period due to non extension of period of his service beyond the age of 57 upto the age of 60 years by the University Grants Commission and if not, to what relief he is entitled, and
- (4) Whether Mr. K. A. Ratnathilake is entitled to receive a service award of Rupees 10,000, in terms of the University Grants Commission's Circular No. 696, for the continuous period of his service over thirty five (35) years and if not, to what relief he is entitled.

D. SOMAWEERA EDIRISINGHE,  
Commissioner of Labour.

Dated at the Office of the Commissioner of Labour, Colombo, this 26th day of September, 2006.

11 – 579

My No.: CI/1368/2005.

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

**Order under Section 4(1)**

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

AND

Colombo Dockyard Ltd., P. O. Box 906, Colombo 15.

NOW THEREFORE I, Athauda Seneviratne, Minister of Labour Relations and Foreign Employment, do by virtue of the powers vested in me by Section 4(1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (1956 Revised Edition), as amended by Acts, Nos. 14 of 1957, 4 of 1962 and 39 of 1968 (read with Industrial Disputes (Special Provisions) Act, No. 37 of 1968), hereby appoint Mr. K. A. D. B. Karunaratne, No. 216/8, Pamunuwa Road, Maharagama, to be the Arbitrator and refer the aforesaid dispute to him for settlement by arbitration.

ATHAUDA SENEVIRATNE,  
Minister of Labour Relations and Foreign Employment.

Colombo 05.  
03rd October, 2006.

My No.: CI/1368/2005.

**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

AND

Colombo Dockyard Ltd., P. O. Box 906, Colombo 15.

**STATEMENT OF MATTERS IN DISPUTE**

**The matters in dispute between the aforesaid parties are.-**

- (1) Whether it is justified by the Colombo Dockyard Ltd., to consider the dates of non reporting to work during the years of 1998, 1999 and 2000 by Mr. J. P. Ariyawansa, while in its service for taking medical treatments to a side effect which was resulted subsequent to an accident occurred to him while on duty as no pay leave and if not justified, to what relief he is entitled.
- (2) Whether the non reimbursement of expenses in respect of the medical and surgery bills forwarded to the Colombo Dockyard Ltd. by Mr. J. P. Ariyawansa for the above mentioned periods of time is justified and if not justified, to what relief he is entitled.
- (3) Whether the non granting of travelling expenses for attending medical clinics during the above mentioned period by the said Company to Mr. J. P. Ariyawansa is justified and if not, to what relief he is entitled.
- (4) Whether the non granting of salary increments and grade promotions to Mr. J. P. Ariyawansa for the years 1998, 1999 and 2000 by the said Company is justified and if not justified, to what relief he is entitled.
- (5) Whether the non payment of bonus by the said Company for the aforesaid years to Mr. J. P. Ariyawansa is justified and if not justified to what relief he is entitled.
- (6) Whether the non payment of Cost of Living Allowance with the arrears for the years 1998, 1999 and 2000 to Mr. J. P. Ariyawansa by the said Company is justified and if not, to what relief he is entitled and
- (7) Whether the non payment of attendance incentive to Mr. J. P. Ariyawansa for aforesaid years by the Company is justified and if not justified to what relief he is entitled.

D. SOMAWEERA EDIRISINGHE,  
Commissioner of Labour.

Dated at the Office of the Commissioner of Labour, Colombo this 26th day of September, 2006.,