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The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

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No. 1670/2 - MONDAY, SEPTEMBER 06, 2010

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PART I : SECTION (I) — GENERAL

Government Notifications

My No. : IR/15/24/2008.

APPLICANT

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

Case No:
A3295

THE Award transmitted to me by the Arbitrator to whom the Industrial Dispute which has arisen between Mrs. Ulrike Jager Fernando, No. 73/46B, Sri Saranankara Place, Dehiwala of the one part and The Goethe Institut (German Cultural Institute), No. 39, Gregory's Road, Colombo 07 of the other part was referred by order dated 2009.08.07 made under Section 4(1) of the Industrial Disputes Act, Chapter 131 (as amended) for settlement by Arbitration is hereby published in terms of Section 18(1) of the said Act.

and

The Goethe - Institut
(German Cultural Institute)
No. 39, Gregory's Road,
Colombo 07.

RESPONDENT

W. J. L. U. WIJAYAWEERA,
Commissioner General of Labour.

AWARD

Department of Labour,
Labour Secretariat,
Colombo 05,
25th August, 2010.

In the Matter of an Industrial Dispute Between :

Mrs. Ulrike Jager - Fernando,
No. 73/46B, Sri Saranankara Place,
Dehiwela.

The Hon. Minister of Labour Relations and Manpower by virtue of the powers vested in him under Section 4(1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactment 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), appointed me as the Arbitrator and referred the following dispute for settlement by arbitration, by his order dated 07th August, 2009.

The matter in dispute between the aforesaid parties are :-

“Whether the failure to grant increase in salary including the inflationary balancing increases to Mrs. U. Jager Fernando by the Goethe Institut (German Cultural Institute) since 1997 is justified and if not justified, to what relief Mrs. U. J. Fernando is entitled from the said Institute.”

Mr. S. J. Gunasekera, Attorney-at-Law appeared on behalf of the applicant, whereas Mr. Nigel Hatch, President's Counsel appeared for the Respondent Institute. The Arbitrator suggested that the matter in dispute be settled amicably and after several days of discussions, parties finally resolved the dispute and signed a Memorandum of Settlement before me on 5th August, 2010 terms of which are appended. I have gone through fully and shall implement its contents from the date of this award.

This is just and a fair award.

P. Navaratne,
Arbitrator.

6th August 2010.

Terms of Settlement between the parties

- (i) Whereas Mrs. Ulrike Jager-Fernando is presently employed with the Goethe-Institut (German Cultural Centre), Colombo, Sri Lanka with effect from 01.04.1995 under a contract of employment dated 03.04.1995.
- (ii) And whereas an industrial dispute No. A 3295 between the parties has been referred to Arbitration to Hon. P. Navaratne, Esq, under Section 4(1) of the Industrial Disputes Act, No. 43 of 1950 (as amended.)
- (iii) And whereas the said parties have agreed to the following terms and conditions of settlement, they do hereby respectfully move that the said terms and conditions be entered into an Award by the Hon. Arbitrator in terms of Section 17 of the Industrial Disputes Act, No.43 of 1950 (as amended) :-
- (1) With effect from 01.07.2010 Mrs. Ulrike Jager-Fernando will be paid according to Group B 5, step 'D' of the salary scheme of the Goethe-Institut (German Cultural Centre), Colombo, Sri Lanka hereinafter referred to as the 'Institute'), This salary presently amounts to Rs. 150,000/- per mensem.

- (2) (a) Group B 5 of the salary scheme shall be included in the next general increase of salary by percentage granted by the Institute to "local staff" only to the extent by which the said increase exceeds 10%. Where such increase is less than 10%, Group B 5 will be included only after increases given from date hereof exceeds 10% of current salaries and the salary attached to Group B 5 shall thereafter be increased by the same percentage as that by which salaries of other "local staff" are increased.
- (b) However if any general increase/s of salary granted to local staff is/are not by percentage but by a fixed sum of money such increase shall apply to Group B 5 as well.
- (3) Mrs. Ulrike Jager-Fernando undertakes regional work on the instruction of the Regional Institute according to the respective requirements of the Regional Institute.
- (4) In respect of the work referred to at paragraph 3 above, Mrs. Ulrike Jager-Fernando shall receive a monthly allowance amounting to Rs.150,000/- irrespective of the extent/amount of work given. It is agreed that this allowance shall continue to be paid throughout the period of Mrs. Ulrike Jager-Fernando's employment even if paragraph 3 above ceases to be applicable.
- (5) (a) The provisions of paragraphs 2 (a) above shall apply to the said Allowance as well where there is an increase of salary by percentage to the local staff of the Institute.
- (b) If there is no percentage increase of salary in any given year but a special one time lump sum payment is made instead, the quantum of such special one time lump sum payment shall be paid to Mrs. Jager Fernando as a one time payment only for the year in which it is paid ; where the quantum to be paid to each member of the local staff is determined on the basis of a percentage of salary, the quantum to be paid to Mrs. Jager Fernando shall be determined on the basis of such percentage of this allowance as well.

- (c) Any payment of bouns for a given year shall not form part an parcel of the salary for allowance of Mrs. Ulrike Jager-Fernando.
- (6) Upon Industrial Dispute A 3295 between the parties begin settled and the Terms of Settlement being incorporated into an Award in terms of Section 17 of the Industrial Dispute Act, No. 43 of 1950 (as amended), the Institute shall pay to Mrs. Ulrike Jager-Fernando a sum of Rs.2,848,320/- being the difference between the last 19 months salary plus a Christmas bonus already paid to her during the period from 01.01.2009 until 31.07.2010 and the sum Rs.6,000,000/- being 19 times Rs.300,000/- (salary and allowance referred to in clause 1 and 4 above) plus Rs.300,000/- as a Christmas bonus.
- (7) Each party, i.e. Mrs. Ulrike Jager-Fernando and the Institute shall be responsible and liable to pay with effect from 01.01.2009 their respective percentages to Provident Fund and Trust Fund on the defference between contributions already made based on the sum of Rs.157,584 -which is the present monthly salary of Mrs. Ulrike Jager-Fernando and the sum of Rs.300,000/- per month being the total of the salary and allownace referred to in clauses 1 and 4 above.
- (8) These terms of settlement shall remain effective until the termination of Mrs. Ulrike Jager-Fernando's employment.
- (9) As regard paragraph 2 of the said original Contract of Employment / Letter of Appointment dated 03.04.1995, it is agreed that the usual practice of granting annual extensions of the contract for a further period of three years only after Mrs. Ulrike Jager-Fernando reaches 55 years of age shall apply
- (10) The other terms and conditions of the said original Contract of Employment/Letter of Appointment dated 03.04.1995 between Mrs. Ulrike Jager-Fernando and Goethe-Institut (German Cultural Cetnre), Colombo, Sri Lanka shall remain valid and binding.
- (11) Mrs. Ulrike Jager-Fernando agrees and undertakes that upon making of the said Award that she has no further claims whatsoever against Goethe-Institut (German Cultural Centre), Colombo, Sri Lanka and / or any regional Institute and / or Goethe-Institut (German Cultural Centre) which has its Head Quarters in Munich, Federal Republic of Germany.
- (12) The parties agree that Industrial Dispute A3295 shall be fully and finally be settled upon the recording of these terms of settlement by the Arbitrator and the entering of an Award in terms of Section 17 of the Industrial Dispute Act, No. 43 of 1950 (as amended). Both parties agree that the Award of the Arbitrator shall come into force on the date of the Award.
- Sgd.
Mrs. Ulrike Jager-Fernando.
- Sgd.
Goethe-Institut (German Cultural Centre), Colombo, Sri Lanka
Bioern Ketels (Director).

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