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The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

අංක 1874/42 - 2014 අගෝස්තු මස 08 වැනි සිකුරාදා - 2014.08.08
No. 1874/42 - FRIDAY, AUGUST 08, 2014

(Published by Authority)

PART I : SECTION (I) — GENERAL

Government Notifications

My No. : IR/20/25/2008. Case No. A 3464

THE INDUSTRIAL DISPUTES ACT (CHAPTER 131)

THE award transmitted to me by the Arbitrator to whom the Industrial Disputes which has arisen between The Ceylon Mercantile Industrial and General Workers Union (CMU), No. 3, 22nd Lane, Colombo 03, of the one part and Nisol Corrugated Cartons Limited, No. 93, Minuwangoda Road, Ekala, Ja-ela, of the other part was referred by order dated 10.07.2012 made under Section 4(1) of the Industrial Disputes Act, Chapter 131, (as amended) and published in the Gazette of the Democratic Socialist Republic of Sri Lanka Extraordinary No. 1768/7 dated 23.07.2012 for settlement by arbitration is hereby published in terms of Section 18(1) of the said Act.

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

Department of Labour,
Labour Secretariat,
Colombo 05,
28th July, 2014.

Ref No. : IR/20/25/2008.

In the matter of Industrial Dispute

Between

The Ceylon Mercantile Industrial
and General Worker's Union
(CMU),
No. 03, 22nd Lane, Colombo 03

..... of the one part.
and

Nisol Corrugated Cartons
Limited,
No. 93, Minuwangoda Road,
Ekala,
Ja-ela

..... of the other part

AWARD

The Minister of Labour and Labour Relations, by virtue of the powers vested in him under 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) appointed me as the Arbitrator and referred the following dispute for settlement by arbitration by his order dated 10th July 2012.

The matter is dispute between the parties is :-

“Whether the termination of the services of the two hundred and nine (209) employees whose names are referred



to in the attached schedule by Nisol Corrugated Cartons Ltd. is justified and if not justified, to what relief each of the said employees is entitled”.

Mr. E. V. N. Cabraal, represented the applicant Union, on behalf of the workman Mr. Saliya Edirisinghe, A. A. L. while Mr. Vajira Ellepola A. A. L. of the Employers Federation of Ceylon appeared for the Respondent Company.

After considering the all facts, the workmen, Union and Employer Company settle the dispute referred under this Arbitration on the following terms :

01. This settlement will bind Nisol Corrugated Cartons Limited (under liquidation) (hereinafter referred to as the “Company”), the Ceylon Mercantile, Industrial and General Workers' Union (hereinafter referred to as the “Union”) and all the employees (209 employees) referred to in the Schedule of the reference of this arbitration.
02. The employees whose names appear in the 1st Schedule hereto will be paid by Nisol Corrugated Cartons Ltd., a sum as set out under the column “Total payment” of the said 1st Schedule as full and final settlement of all claims/matters arising out of their employment relationship with Nisol Corrugated Cartons Limited (Under Liquidation)
03. The Union and the employees who are referred to in the 1st Schedule hereto agree that the payment made under paragraph 2 above is equivalent to 40% of the amount, calculated on the basis of the formula given under the termination of employment (workmen) Special Provisions Act, No. 45 of 1971 which is stated in the Government Gazette No. 1384/07 of 15.03.2005 and an additional 10% calculated on the said 40% referred to above. The amounts referred to herein and the “total payment” and employee will receive are given in the 1st Schedule attached hereto.
04. The total sum payable to the employees as set out in Paragraph 02 above which is Rs. 27,760,758.52 (Rupees Twenty Seven Million Seven Hundred and Sixty Thousand Seven Hundred and Fifty Eight and Cents Fifty Two only will be paid by way of an Account Payee cheque drawn by the Company in favour of

“The Ceylon Mercantile, Industrial and General Workers's Union (CMU)” as requested by the said union and the employees (who are referred to in the 1st Schedule hereto) and thereafter the union shall make payments to each and every employee referred to in the 1st Schedule according to the details given in the said 1st Schedule attached hereto.

05. Parties agree that the payment referred in paragraph 2 above will be made before the Hon. Arbitrator, subject to the approval of the Colombo Civil High Court in Case No. HC(Civil) 03/2009/co and thereafter order being made by the said Civil High Court to proceed with the said payment.
05. Parties agree that the 26 employees who are referred to in the 2nd Schedule hereto will not be entitled to any payment under this settlement and the Union and the said 26 employees shall not canvass any relief for their termination of employment further through this arbitration or in any other forum.
06. The Union and the employees (209 employees) referred to in this arbitration jointly and severally agree that they have no further claims against the Company (under liquidation) and that they shall not raise any issue in any other Forum or Tribunal whatsoever arising out of the employment.

The total sum of Rupees Twenty Seven Million, Seven Hundred and Sixty Thousand, Seven Hundred and Fifty Eight and Cents Fifty Two (Rs. 27,760,758.52) was paid in my presence by cheque bearing No. 265965 dated 16th January 2014 drawn from the Union Bank of Colombo PLC, in favour of “The Ceylon Mercantile, Industrial and General Workers' Union” , It is a comprehensive full and final settlement covering statutory and or any other entitlement whatsoever.

This is a just and equitable settlement.

SUNETH LOKUBOGAHAWATTA,
Arbitrator.

27th May 2014.

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