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The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

අංක 1454/12 2006 ජූලි 18 අඟහරුවාදා - 2006.07.18

No. 1454/12 - TUESDAY, JULY 18, 2006

(Published by Authority)

PART I : SECTION (I) — GENERAL

Government Notifications

My No. : IR/07/05/2005.

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,

All Ceylon United Staff Congress,
No. 36, Dolosbage Road,
Back Lane,
Nawalapitiya of the one part

and

Kahawatta Plantations Limited,
No. 52, Maligawatte Road,
Colombo 10

and

Superintendent,
Kataboola Estate,
Kataboola 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. V. I. Jayasuriya, No. 50/20, Sumudu Uyana, Pubudu Mawatha, Mattegoda, Polgasowita to be the Arbitrator and refer the aforesaid dispute to him for settlement by arbitration.

ATHAUDA SENEVIRATNE,
Minister of Labour Relations
and Foreign Employment.

12th July, 2006,
Colombo 05.

My No. : IR/07/05/2005.

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

All Ceylon United Staff Congress,
No. 36, Dolosbage Road,
Back Lane,
Nawalapitiya of the one part

and

1. Kahawatte Plantations Limited,
No. 52, Maligawatta Road,
Colombo 10

and

2. Superintendent,
Kataboola Estate,
Kataboola of the other part

Collective Agreement No. 13 of 2006

COLLECTIVE AGREEMENT

Statement of matter in dispute

The matters in dispute between the aforesaid parties are

- (1) Whether Mr. A. Ponnambalam who was employed at Kataboola Estate which is managed by Kahawatte Plantations Limited is entitled to receive arrears of salary for the period of interdiction of his service from 23.08.2000 to 31.03.2002 in terms of the Sections 17 & 18 of the Collective Agreement entered into between The Employers Federation of Ceylon of the one part and Ceylon Estate Staffs Union and National Estate Services Union of the other part on 31.01.2001 and if not, to what relief he should be granted and,
- (2) Whether any unjust was caused to Mr. A. Ponnambalam owing to failure by the part of Kahawatte Plantations Limited to pursue action in terms of Sub-section 21 (6) of the aforesaid Agreement with regard to the interdiction of Mr. A. Ponnambalam and if such unjust was caused, to what relief he is entitled.

Dated at the Office of the Commissioner of Labour, Colombo, this 27th day of June, 2006.

S. SOMAWEERA EDIRISINGHE,
Commissioner of Labour.

08-20

My No. : CI/1440.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Meser Industrial Gases (Pvt.) Ltd., No. 152/2, Mabima Road, Heiyanthuduwa, Sapugaskanda of the one part and Inter Company Employees Union, No. 158/18, E. D. Dabare Mawatha, Colombo 05 of the other part on 16th May, 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.
20th June, 2006.

This Collective Agreement is entered into between Messer Industrial Gases (Pvt.) Ltd., A Company duly registered in Sri Lanka and having its Registered Office at 152/2, Mabima Road, Heiyanthuduwa, Sapugaskanda (hereinafter referred to as "The Employer" or "The Company" as the case may be) and inter Copany Employees' Union duly registered in Sri Lanka and having its office at No. 158/18, E. D. Dabare Mawatha, Colombo 05, (hereinafter referred to as "The Union") on this 16th day of May, Two Thousand and Six.

WHEREAS the Union by its letter dated 23.02.2006 submitted certain demands in respect of their members employed in the factory of the said Employer, situted at Heiyanthuduwa, Sapugaskanda and the parties have, after negotiations, agreed on the following terms as a full and final settlement of all demands made by the Union in the letter under reference.

1. Parties Covred and Bound.—The provisions of this Agreement shall apply to the Employer, the Union and Members of the Union employed as manual employees on permanent contracts of employment in the factory of the Employer (hereinafter referred to as "Employees")

2. Date of Operation and Duration.— This Agreement shall take effect from the date hereof and shall remain in force unless terminated by either party, in wirting with a months notice to the other, subject to the condition that neither party shall give such notice prior to 31st December 2008.

3. Salaries—

- (a) The basic salary of all employees covered by this Agreement shall be increased by a sum of Rs. 800 with effect from 01.01.2006. This increase will be in addition to the Rs. 200 increase already granted by the Company effective that date.
- (b) The basic salary of all employees covered by this Agreement shall be increased by a Sum of Rs. 1,100 with effect from 01.01.2007.
- (c) The basic salary of all employees covered by this Agreement shall be increased by a sum of Rs. 1,200 with effect from 01.01.2008.
- (d) All employees entitled to the salary increases referred to above will be paid a sum of Rs. 3,200 as national arrears for the period of Januarsy 2006 to April, 2006. The Union agrees that this payment will not attract Provident Fund and Trust Fund Contributions and other consequential benefits such as overtime.

5. Bank Accounts.— All Employees agree to open Bank Accounts in order to facilitate the process of direct remittance of all payments made by the Company to employees.

6. Disputes Settlement Procedure

- (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 Employers' Establishment shall raise such dispute with the factory Management of the Employer and parties shall take all efforts 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 Department of Labour and move to have the dispute resolved under the provisions of the Industrial Disputes Act.

7. Trade Union Action.— The Union and its Members jointly and severally agree that they shall not, during the continuance in force of this Agreement, resort to Trade Union action of any form in respect of any dispute that may arise between parties but have such disputes settled in the manner provided herein.

In witness whereof the parties aforesaid have hereunto set their hands at Colombo on this 16th day of May, 2006.

For and on behalf of
Messer. Industrial Gases (Pvt.) Ltd.

Name : L. S. Jayawardene,
Designation : Director

For and behalf of
Inter Company Employees Union,

Name : Piyadasa Gamage
Designation:

Witness:

1. Name : R. J. Rupasinghe,
Designation: President

1. Name : A. V. Nimal Priyadharsana,
Designation: Branch Secretary

08-21

My No. CI/1553.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Paints and General Industries Ltd., 4th Floor, Propertex Building, No. 108, W. A. D. Ramanayake Mawatha, Colombo 02 of the One part and Inter Company Employees Union, No. 18/158, Muhandiram E. D. Dabare Mawatha, Colombo 05 of the other part on 09th May, 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,
20th June, 2006.

Collective Agreement No. 12 of 2006

Collective Agreement between Paints and General Industries Limited and Inter Company Employees Union of 2005 - 2008.

COLLECTIVE AGREEMENT

Collective Agreement entered into between Paints and General Industries Ltd., a Company Duly registered and having its registered office at 4th Floor, Propertex Building, 108, W. A. D. Ramanayake Mawatha, Colombo 2 (hereinafter referred to as "the Employer") and the Inter Company Employees Union a Trade Union duly registered and having its registered office at No. 18/158, Muhandiram E. D. Dabare Mawatha, Colombo 5 (hereinafter referred to as "the Union"), on this 09th day of May Two Thousand Six.

Whereas the Union made certain demands of the Employer for the revision of wages and other terms and condition of their members employed by the Employer, and parties having

arrived at the following terms of agreement, including those which were agreed to under the Memorandum of Settlement signed before the Commissioner of Labour, Industrial Relations on 17th April, 2006, agree to the following :

1. Parties Covered and Bound.— The terms of this Agreement shall cover and bind the Employer, the Union and Members of the Union employed on permanent contracts of employment by the Employer in the Manual /Operative grades in the Company.

2. Operation and Agreement.— This Agreement shall take effect from 1st October, 2005, and unless otherwise terminated by either party to this agreement by giving notice to the other under the provisions of the Industrial Disputes Act, shall continue to remain in force provided, however, that neither party to this agreement shall give notice of such termination prior to the 30th September, 2008.

3. Salaries

- (i) With effect from 1st October, 2005, the Employer shall add Rupees 1,000 to the salaries of each employee.
- (ii) With effect from 1st October, 2006, the Employer shall add Rupees 400 to the salaries of each employee.
- (iii) With effect from 1st October, 2007, the Employer shall add Rupees 300 to the salaries of each employee.

Notional Arrears.- By way of notional arrears, in respect of the period 1st October, 2005 to 31st March, 2006, the Employer will pay exgratia, each employee a sum Rs. 8,000. This sum shall not constitute a part of an employee's earnings for any purpose whatsoever and would therefore not attract any statutory payments.

4. Annual Incremental Rates— The Employer agrees to revise the annual incremental rates as given below.

Service	Present Increment	New% Increment	New Increment
1—6 years	100.00	25	125.00
7—12 years	130.00	30	170.00
13—18 years	180.00	35	245.00
19—24 years	230.00	40	320.00
Over 24 years	270.00	45	390.00

The conditions of granting the annual increment would remain unchanged.

5. Annual Excursion.— The Employers agrees to make a grant towards the annual excursion of employees in the following manner.

- Year 2005/6—Rs. 1,850 per employee + 50% of the transport cost.
- Year 2006/7—Rs. 1,900 + 50% of the transport cost.
- Year 2007/8—Rs. 1,950 + 50% of the transport cost.

6. Salary Loan Scheme for Employees.— As requested by the Union and the employees, the Employer agrees to implement the following method of disbursement of salary loans ;

No. of Years of Service	Loan Equivalent (of monthly salary)
1 up to 12 Years	One Month
After 12 Years and up to 17 Years	One and a half months
Above 17 Years	Two months

All other conditions would, however, remain unchanged.

7. Attendance Bonus.— Parties agree that the payment and the terms and conditions of attendance bonus scheme shall remain unchanged. Provided, however, the Employer agrees to disburse equal monthly payments up to a maximum of Rs. 500 for the first nine months of the calendar year, and thereafter the balance at the end of the calendar year. Under the current 'monthly scheme' employees are eligible to a maximum payment of Rs. 6,000 during the calendar year.

8. Medical reimbursement.— The Employer agrees to increase the reimbursement of expenses incurred for medical treatment of employees up to a maximum of Rs. 3,300 per annum.

9. Reimbursement of expenses incurred in purchasing spectacles.— The Employer agrees to reimburse expenses incurred by employees in respect of purchase of spectacles on prescription by a specialist medical officer, in the following manner.

- (a) Rs. 2,000 for the 1st instance, and
- (b) Rs. 1,000 for the replacement of lenses once in six (06) years

10. Wedding Gift.— The employer agrees to increase the wedding gift up to Rs. 3,000.

11. Death Donations.— The Employer agrees to the following in respect of death donations,

- (a) To increase the company's monthly contribution towards the death donation society contribution per employee up to Rs. 35.

(b) To make an ex-gratia of half months salary per each year of service in the event of the death of an employee with less than five (05) years of service.

(c) To write off any payments due from an employee to the Company, whilst in service, in the event of his death.

(d) To bear the costs incurred for the funeral of an employee.

12. Shift Allowance for Employees in the Solvent Processing Plant (SPP) at Ratmalana.—The employer agrees to increase the Shift allowance in respect of the above mentioned employees up to Rs. 400/-.

13. Grant of Paint for Retirees.—The Employer agrees of grant 16 Litres of Paint to employees with more than twenty (20) years of service, at the time of retirement.

14. The Union, 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.

15. If during the continuance in force of this Agreement the Government prescribes increases in salary by any written law, applicable to the Company by such Law, the Employer shall be entitled to take credit for the increases granted in terms of this Agreement.

16. The Employer, the Union and the employees covered and bound by this Agreement undertake that 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.

17. Parties also agree to resolve any dispute, whether covered by this agreement or not, 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 branch committee 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.

In witness hereof, parties have set their hands on this Ninth day of May Two Thousand Six.

For and on behalf of
Paints and General Industries Limited.

Malith Rabel - Accountant

For and on behalf of
Inter Company Employees Union
Dep. President

Witnesses :

1. Amla Weerasinghe,
Manager-Personal and Adminstation.

2. R. M. Samararatnna,
Secretary.

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