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The Gazette of the Democratic Socialist Republic of Sri Lanka
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PART I : SECTION (I) — GENERAL

Government Notifications

My No. : T 23/CO/31/2004.

THE INDUSTRIAL DISPUTE ACT, CHAPTER 131

THE award transmitted to me by the Arbitrator to whom the Industrial Dispute which has arisen between Mrs. R. A. Chamila Rupasinghe, No. 113, Kaluwala Road, Ganemulla of the one part and Telecommunication Regulatory Commission of Sri Lanka, No. 276, Elvitigala Mawatha, Colombo 08 of the other part was referred by order dated 20.10.2004 made under Section 4(1) of the Industrial Disputes Act, Chapter 131, (as amended) and published in the *Gazette Extraordinary of the Democratic Socialist Republic of Sri Lanka* No. 1365/22 of 05.11.2004 for settlement by arbitration is hereby published in terms of Section 18 (1) of the said Act.

D. S. EDIRISINGHE,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05,
12th December, 2006.

Ref. No. : T23/Co/31/2004.

*In the matter of Industrial Dispute
between*

Mrs. R. A. Chamila Rupasinghe,
113, Kaluwala Road,
Ganemulla

Case No.: 3073.

of the one part and

Telecommunications Regulatory
Commission of Sri Lanka,
276, Elvitigala Mawatha,
Colombo 08.

of the other part.

The Award

01. The Honourable Minister of Employment and Labour by virtue of the powers vested in him by Section 4(1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (1956 Revised Edition) as amended by Acts No. 14 of 1957, 62 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 by his order dated 20th October 2004 and referred the dispute between the aforesaid parties to me for settlement by arbitration.

02. The matter in dispute between the aforesaid parties is :
“Whether Mrs. Chamila Rupasinghe who is presently employed on contract basis with breaks in service by the Telecommunications Regulatory Commission of Sri Lanka is entitled to be made permanent in service in terms of the Public Administration Circular No. 27/2001 of 29.10.2001 and the order referred to in the letter dated 08.11.2001 of the Ministry of Posts and Telecommunications and Information Technology Development and if not to what relief she should be granted.”

03. Mr. Wilbert Perera, appeared for the applicant, Mrs. R. A. Chamila Rupasinghe, while Mr. S. P. S. Perera, Deputy Director (Administration and Human Resources) of the Commission, appeared for the Respondent Telecommunications Regulatory Commission of Sri Lanka.

04. Applicant tendered production marked A1 to A35, while Respondent Commission tendered productions marked R1 to R5 at the inquiry, but the Respondent failed to submit them along with written submissions.

05. Applicant Mrs. Rupasinghe stated amongst other things that she underwent a training at National Apprentice and Industrial Training Authority, (NAITA) in stenography from 08th May, 1995 to 07th May, 1996. Within this period she had first hand on the job training at Sri Lanka Tea Board.

On completion of training, she had been selected to work at the Telecommunications Regulatory Commission of Sri Lanka and worked at different periods, on fixed Term contract basis, namely -

- (1) from 17.06.96 to 16.12.96,
- (2) from 16.12.96 to 11.07.97,
- (3) from 11.07.97 to 10.07.98,
- (4) from 16.07.98 to 30.12.98,
- (5) extended upto 28.02.99.

Thereafter, she worked at the National Science Foundation (NSF) from 08.03.99 to 15.12.99 as a typist.

Once again she was offered employment at the Telecommunications Regulatory Commission of Sri Lanka, that too on fixed term contract basis on the following periods :-

- (6) from 15.12.99 to 15.12.00
- (7) from 19.12.00 to 18.06.01
- (8) from 25.06.01 to 25.12.01
- (9) from 27.12.01 to 27.12.02
- (10) from 01.01.03 to 01.01.04
- (11) from 09.01.04 to 09.01.05.

The contract she entered into with the respondent for the period 15.12.99 to 15.12.00 and all other contracts were identical.

06. Respondent submitted that the applicant did not possess the requisite qualifications enabling permanency in terms of the Public Administration Circular No. 27/2001 of 29.10.2001, in that, the circular specified the following conditions :-

- (a) Minimum work days of 180, as at 01.10.2001 ;
- (b) Possess qualifications laid down in the Scheme of Recruitment ; and
- (c) Existence of a vacancy per the approved cadre.

She possessed educational qualifications required in terms of the approved Scheme of Recruitment. Also a vacancy existed as per the approved cadre. According to the Respondent, however, she fell short of 180 work days, stipulated in the said Circular for confirmation.

Later on, in terms of the Public Administration Circular No. 13/2006 of 28.07.2005, she was made permanent.

07. My findings and observations are as follows :

(1) The TRCSL employed her continuously from 17.06.1996 to 28.02.1999 on five (5) contractual periods. There was a break of 91/2 months from 01.03.1999 to 14.12.1999 when she worked at the National Science Foundation. Thereafter, having re-employed on six (6) occasions her contract had been renewed, with breaks on 3 days, 6 days, 1 day, 4 days and again 4 days respectively in between contractual periods. (That is from last day of the previous contract and first day of new contract). This I am of the opinion is a worst form of an unfair labour practice adopted by the respondent.

(2) Clause 12 of the fixed Term Contract states under the heading, "Extension of Contract" that -

"In the event of it being necessary to extend the period of this contract the Commission shall give one (1) month's notice in writing to the employee".

But no notice had ever been given to the applicant by the Respondent Commission.

(3) Furthermore Fixed Term Contracts are entered into by the parties in the following instances :-

- (a) Of Foreign Experts/Nationals on special assignments ; or
- (b) Employment of persons on work of seasonal nature ; or
- (c) Engagement of persons on special projects where work and time frame is determined.

The concept behind this arrangement is to confine the Agreement on specific time frame basis or assignment basis. To clear this point, one such instance is placing a person on contract basis to cover up the work of permanent Telephone Operator, until her return from Maternity Leave or Overseas Leave, lasting several months. Where a vacancy exists and the work is available continuously, repeatedly placing a person on fixed term contracts

is irregular, and leads to various abuses. Neither the Establishment Code (which specifically apply only to State Sector) nor the Labour Laws of the land permit such corrupt practices, under any circumstances.

- (4) The telecommunication Regulatory Commission of Sri Lanka came into operation in terms of the Sri Lanka Telecommunication (Amendment) Act, No. 27 of 1966 Section 22 (c) (1) speaks of the staff of the Commission – thus

“The Commission may subject to the provisions of this Act –

- (a) Appoint such officers and servants as it considers necessary for the exercise or performance of the powers and duties of the Commission and dismiss and exercise disciplinary control over such officers and servants ;
- (b) Fix the rates at which such officers and servants shall be remunerated ;
- (c) Determine the terms and conditions of service of such officers and servants ; and
- (d) Establish and regulate provident funds or schemes for the benefit of such officers and servants and make contribution to any such funds from the fund of Commission.”

The TRCSL, with such wide powers could have regulated independently. The Bond with the Treasury is limited to financial administration and cadre control. Also is answerable to Auditor General, Public Accounts Committee and Parliament. Other than that all Statutory Corporations are required to comply with all Labour Legislations which are applicable to the Private Sector.

- (5) The TRCSL has, as a matter of practice, renewed Fixed Term Contracts, whereby made an implied promise or understanding that the respondent would renew the contract in the absence of misconduct, inefficiency or redundancy, thus conferring on the petitioner certain rights.
- (6) While the Respondent, TRCSL had not issued a letter of appointment in terms of Regulation 15 of the Shop and Office Employees (Regulation of Employment and Remuneration) Act, as amended, has also ignored the following provision of the said Act, which states –

Section 70 (3) “Any contract of Agreement whether made before or after the appointed date, whereby any right conferred on any employee by or under this Act is in any way affected or modified to this detriment or whereby any liability imposed on any employer by or under this Act is in anyway removed or reduced, shall be *null and void* in so far as it purports to affect or modify any such right or to remove or reduce any such liability.”

- (7) Apart from the legal obligations, moral obligations exist towards its own staff which seems to have ignored in this instance.
- (8) Petitioner states in her prayer that the permanency be advanced having considered the unreasonable-ness in the whole case.

TRCSL has advertised the post at the time she was working in the establishment ; she lacked the 5 years experience. In fact, she completes 5 years on 28.06.2000.

<i>Institution</i>	<i>Period</i>
(a) NAITA (08.05.1995 - 07.05.1996)	1 y. – –
(b) TRCSL (17.06.1996 - 28.02.1999)	2 y. 8m. 11d.
(c) NSF (08.03.1999 - 14.12.1999)	– 9m. 6d.
(d) TRCSL (15.12.1999 - 28.06.2000)	– 7m. 4d.

Award : Having considered the matter in dispute comprehensively, I award that the petitioner be made permanent in her appointment with retrospective effect from 1st July, 2000 as the date is determined on the analysis of period required to qualify in terms of the advertisement which forms the basis for recruitment. Application of the PA Circular in question is not mandatory.

The Petitioner shall be entitled for whatever other benefits such as increments, bonuses including salary arrears, etc.

This is a just and a fair Award.

P. NAVARATNE,
Arbitrator.

Colombo,
31st October, 2006.

01-435

My No. : CI/175/2002.

THE INDUSTRIAL DISPUTE ACT, CHAPTER 131

THE award transmitted to me by the Arbitrator to whom the Industrial Dispute which has arisen between, All Ceylon Oil Workers Union, 21, Kolonnawa Road, Wellampitiya, of the one part and, Ceylon Petroleum Corporation, 109, Rotunda Tower, Colombo 03 of the other part was referred by order dated 12.07.2004 made under Section 4(1) of the Industrial Dispute Act Chapter 131, (As amended) and published in the *Gazette* of Democratic Socialist Republic of Sri Lanka Extraordinary No. 1350/05 19.07.2004 for settlement by arbitration is hereby published in terms of Section 18(1) of the said Act.

D. S. EDIRISINGHE,
Commissioner General of Labour.

Department of Labour,
Colombo 05,
18th December, 2006.

In the matter of Industrial Dispute

between

All Ceylon Oil Workers Union
21, Kolonnawa Road,
Wellampitiya

Case No. 3049 of the one part and

Ceylon Petroleum Corporation,
109, Rotunda Tower,
Colombo 03

of the other part.

Award

1. The Honourable Minister of Labour Relations and Foreign Employment by virtue of the powers vested in him by section 4 (1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (1956 Revised Edition), as amended by Act No. 14 of 1957, 4 of 1962 and 39 of 1968 (Read with Industrial Disputes (Special Provisions) Act, No. 37 of 1968) has appointed me as the arbitrator by his order dated 12 July 2004 and referred the dispute between the aforesaid parties to me for settlement by arbitration.

2. The matter in dispute between the aforesaid parties is-
“Whether the non granting of the salary scales with effect from 01.01.1997 to the Technical Grades Employees in the Ceylon Petroleum Corporation namely B-01 Supra Grade, B-01 Grade, B-02 Grade, B-03 Grade and C-02 Grade respectively which were granted to the Technical Grades Employees in the Ceylon Electricity Board, *i.e.* L1-Supra Grade, L1-Grade, L2 Grade, L3 Grade and N2X Grade with effect from the same date and revision of salary of the Technical Grades Employees of the Corporation for the year 2000 on the basis of the then existing salary scales of the said employees is justified and if not, to what relief they are entitled.”

3. Applicant, All Ceylon Oil Workers Union was represented by Mr. Upali Rajapakse, Attorney-at-Law, while respondent, Ceylon Petroleum Corporation was represented by M/s. Kushan de Alwis, Kaushalya Nawaratne Attorneys-at-Law alongwith Ms. Kumadu Ariyaratne, Legal Officer of the Corporation.

4. Applicant Union submitted documents marked A1 to A8 while Respondent Corporation submitted documents marked E1 to E3.

5. W. A. Ariyaratne, General Secretary of the All Ceylon Oil Workers Union gave evidence on behalf of the applicant Union, whereas Respondent Corporation did not field witnesses.

6. Witness on behalf of the applicant Union stated in evidence that Respondent Corporation, had agreed to apply the salary scale that was applicable to Ceylon Electricity Board Employees. This was to be effective from 1st January 1997 to be revised every 3 years thereafter. However, Respondent Corporation failed to update the salary structures in relation to certain Technical Grades specifically mentioned in the reference to the arbitration.

Respondent Corporation submitted that there were several anomalies to be rectified in adopting the salary scales applicable to CEB employees. In reality some of the CPC employees were not qualified. Since Respondent failed to duly represent, the enquiry commenced ex-parte and notes of proceedings were transmitted advising that in the event respondent failed to appear, case would be decided on the available evidence. Legal Officer of the Corporation then appeared and undertook to rectify the anomalies but did not materialise. A new issue brought up was over-ruled, as the matter in question fell outside my scope, in that it speaks of a development in 2004. Respondent cross-examined the witness of applicant Union, but did not field witnesses on respondent's behalf.

7. My findings and observations are as follows:-

- (a) The restructuring of salary scales are to be effective from 01st January 1997 and it is normal to find anomalies in its implementation. It has taken almost 10 years for Respondent Corporation to rectify the salary anomalies, which is too longer a period. Besides salary revisions are to be effected every 3 years. Within the existing uncleared anomalies, it would spillover to revisions of 2000, 2003 and 2006.
- (b) When salary structures are implemented, piece meal application leads to frustration and affect the productivity and efficiency of employees. Respondent Corporation speaks of the Wetthamuni Report, in relation to the salary anomalies. But this report was never presented for evaluation. Further Respondent Corporation did not establish or clarify the anomalies in implementation of the new scales.
- (c) Respondent Corporation is bound to honour its obligations towards employees who were working at the time of 1997 salary structuring and 2000 salary revision *i.e.* upto 31.12.2002. With each revision, for both employer and employees, new scales are operative as ***implied terms of contract***, and forms part of their salaries.
- (d) Ceylon Petroleum Storage Terminals Ltd. is a creation under Conversion of Public Corporations or Government owned business undertakings into Public Companies Act, No. 23 of 1987, on 13 August 2003 that is, long after the operative dates of salary revisions of 1997 and 2000. In this regard, Section 62 read with Section 65, of the Wages Board Ordinance clarify the position.

Section 62 Contracting out of rights or liabilities under Ordinance :

Any contract or agreement, whether made before or after the date on which this Ordinance comes into operation whereby any right of and worker by or under this Ordinance is in any way affected or modified to his detriment or whereby any liability of any employer is in anyway removed or reduced, shall be *null and void* in so far as it purports to affect or modify any such right or to remove or reduce any such liability.

Section 65 Ordinance to prevail in cases of conflict with other written Law :

Save as otherwise expressly provided in this Ordinance, the Provisions of this Ordinance shall

have effect notwithstanding anything contained in any written Law other than this Ordinance; any in case of conflict or inconsistency between the provisions of this Ordinance and such other Law, the Provisions of this Ordinance shall prevail.

The Arbitrator is mandated to go into the salary issues of 1997 and 2000 only and not beyond. Doctrine of Ultra-Vires applies.

In the final analysis based on the said observations and findings, I am satisfied that applicant Union's claim is justified. Therefore, the respondent Ceylon Petroleum Corporation shall apply 1997 and 2000 salary revisions in full, in line with the salaries of Ceylon Electricity Board, in respect of all employees past and present, who were at work upto 31.12.2002 (next revision being due on 01.01.2003). This shall be complied with within 45 days of publication of this award in the Government *Gazette*.

This is just and an equitable award.

P. NAVARATNE,
Arbitrator.

16th November, 2006.

01-436

My No. : T23/CO/14/2004.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE award transmitted to me by the Arbitrator to whom the Industrial Dispute which has arisen between Mr. M. K. P. J. Perera of No. 63/1 A, Moratumulla East, Moratumulla, Moratuwa and Messrs. Anura Weerasinghe, C. J. Suriyaarachchi and E. D. K. Fernando who are employed at the Sri Lanka Rupawahini Corporation of one part and Sri Lanka Rupawahini Corporation, Torrington Square, Colombo 07 of the other part was referred by order dated 09th November, 2004 made under Section 4 (1) of the Industrial Disputes Act, Chapter 131 (As amended) and published in the *Gazette Extraordinary* No. 1367/25 of 18th November, 2004 of the Democratic Socialist Republic of Sri Lanka for settlement by arbitration is hereby published in terms of Section 18 (1) of the said Act.

D. S. EDIRISINGHE,
Commissioner General of Labour.

Department of Labour,
Colombo 05,
08th January, 2007.

Ref. No. T23/Co/14/2004.

*In the matter of an Industrial Dispute
between*

M. K. P. J. Perera
No. 63/1A, Moratumulla East,
Moratumulla,
Moratuwa ;

And

Messrs. Anura Weerasinghe,
C. J. Suriyaarachchi and
E. D. K. Fernando who are employed at
the Sri Lanka Rupavahini Corporation
of one part.

And

Sri Lanka Rupavahini Corporation,
Torrington Square,
Colombo 07
of the other part.

The Award

The Honourable Minister of Labour Relations and Foreign Employment do by virtue of the powers vested in him by Section 4 (1) of the Industrial Disputes Act, Chapter (3) 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 read with Industrial Disputes (Special Provisions) Act, No. 37 of 1968 appointed me as Arbitrator by his order dated 09th day of November, 2004 and referred the following dispute to me for settlement by arbitration.

The matters in dispute between the aforesaid parties are : -

Whether any discrepancy was caused to the following four employees who had been placed on Grade VII in the year 1982 as skilled cameramen of the Sri Lanka Rupavahini Corporation as a result of promoting the cameramen who were in Grade VIII in the year 1982 to Grade VII from the same year with retrospective effect by said Corporation in the year 1997 if so, what remedial measures should be taken by the Corporation to grant relief to each of them.

1. Mr. M. K. P. J. Perera
2. Mr. Anura Weerasinghe
3. Mr. C. J. Suriyaarachchi
4. Mr. E. D. K. Fernando

Appearance : Mr. Pradeep Silva, Attorney-at-Law for the applicant. Mr. Indunil Bandara, Miss. Anuradha Jayawardena, Miss. Aparajitha, Ariyadasa and Shanaka Ranasinghe, Attorneys-at-Law for the Respondent.

Both parties have filed the statments under Regulations 21 (1) and 21 (2) of the Industrial Disputes Regulations of 1958 as amended. On behalf of the applicants C. J. Suriyaarachchi, Jayanimala Perera lead the evidence and marked documents A1 to A27.

The Respondent, Sri Lanka Rupavahini Corporation lead evidence of Manel De Silva, Administration Officer, Uswatte Liyanage Lakshaman Acting Assistant Director (Administration) of the Respondent Corporation and marked documents R1 to R14.

I have read the evidence led before me and also the written submission of both parties and I wish to deal with the matter in dispute referred to me for arbitration as follows : -

C. J. Suriyaarachchi, Senior Cameraman in his evidence stated as follows : -

- (i) The witness joined the Respondent Corporation in 1982 as a skilled cameraman (Grade 8). Before joining the Respondent Corporation he has worked as a Cameraman in the Independent Television Network (ITN).
- (ii) The witness stated that two unskilled Cameramen namely Vajira Perera and Lalith Peiris who were trained by the witness and other applicants were also placed in the same grade as them. Since there were injustice being done to the applicants by placing them in the same grade as the unskilled Cameramen. Upon the representations made by the applicants, the Respondent Corporation placed them in Grade VII as at 01.05.1982 as per the letter marked A1.
- (iii) in 1997 these two Cameramen who were trained by the applicants and who were in Grade VIII in the year 1982 were promoted to the Grade VII from the same year with retrospective effect by the said Corporation.

In the circumstances the witness stated by promoting the aforesaid two Cameramen in 1997 from Grade VIII to Grade VII from the year 1982 with retrospective effect has resulted an injustice by way of declining the seniority of the witness and other applicants.

- (iv) On 5th January 1998, the witness and other applicants made an appeal marked A5 to the Director General of the Respondent Corporation requesting them be placed in Grade VI from the year 1982 with restropective effect.
- (v) After several reminders over the years which were markd as A6 to A10 on 30th April, 2004 the Director General has informed the applicants that their appeal will be considered in due course. This letter was marked as all.
- (vi) By letter marked A12 the Respondent Coporation has stated that the applicants can not be placed in Grade VI since the date of the appointment because that would result an injustice to the officers who were appointed to Grade VI with higher educational and longer experience in the service.
- (vii) The witness stated in 1982, the applicants were the only experienced officers and there were no others.
- (viii) Since there was no remedy available with the Respondent Corporation, the applicants submitted appeals to the Commissioner General of Labour and to the Commissioner of Labour (Industrial Relations) respectively and which are marked as A13 and A14.

When cross examined by the Respondent's Attorney-at-Law witness C. J. Suriyaarachchi stated as follows : -

- (i) The witness admitted that in the year 1982 the Respondent Corporation had recruited a few Cameramen to Grade VI, he further stated those Cameraman who were older and their experience were limited only to still photography and to the film industry. In the circumstances they did not object them to be appointed to the Grade VI.

Jayanimala Perera, Senior Cameramen in his evidence stated as follows :

- (i) The witness stated that when he joined the Respondent Corporation as a Cameraman in 1982, he had 5 years experience in the Independent Television Network as a Cameraman.
- (ii) The witness Jayanimala Perera also took the same position as the previous witness Suriyaarachchi in respect of promoting Vajira Perera and Lalith Peiris with restropective effect. The witness further said that aforesaid Vajira Perera and Lalith Peiris were trained by them.

- (iii) The witness further said the Respondent Corporation by promoting Vajira Perera and Lalith Peiris witht restropective effect, the applicants have lost their seniority and therefore they shoud be placed one grade above those two.

When cross examined by the Respondent's Attorney-at-Law the witness Jayanimala Perera stated as follows : -

- (i) The witness admitted that the Respondent held suggested to the applicants to accept 3 salary increments as a settement in order to find a solution to the dispute. The witness further said that himself and other applicants rejected the said offer by the Respondent.

The Respondent called Mrs. Manel De Silva, the Administrative Officer to give evidence Mrs. Manel De Silva in her evidence stated as follows : -

- (i) The witness produced the personal files of the applicants and stated that they had been absorbed from Independent Television Network to the Respondent Rupavahini Corporation as Cameramen.
- (ii) The applicants had been promoted to the Grade VII as per the decision of the Board of Directors dated 12.08.1994 with effective from their date of appointment.

- (iii) The witness further stated that the Cameramen with the experience of 5 years and over were recruited to the Grade VI and produced the personal file of M. G. Mahindapala to prove the same.

Uswatte Liyanage Lakshaman, Acting Assistant Director Administration of the Respondent Corporation in his evidence stated as follows : -

- (i) When cross examined by the applicant' Attorney-at-Law the witness admitted that by promoting Vajira Perera and Lalith Peiris with retrospective effect by the Respondent Corporation, an injustice was being done to the applicants.

On overall analysis of evidence before me I have come to the following conclusions : -

- (i) At the time the applicants were absorbed to the Respondent Rupavahini Corporation from the Independent Television Net Work in 1982 they have following qualifications and experience.

- (a) they had undergone 3 years training at the National Apprenticeship Board.
- (b) before joining the Respondent Corporation they had worked in various organizations *viz* ; Government Film Unit, Television Planning Center, Sri Lanka Broadcasting Corporation and Independent Television Net work and have gained experience.
- (ii) The applicants have an unblemished record of service and their work had been appreciated right throughout and issued testimonials to them by thier employees and other organizations for which they rendered their service time to time.
- (iii) The Respondent failed to show any special aptitude of Lalith Peiris and Vajira Perera who joined as unskilled Cameramen (Grade VIII) in 1982 for their disputed promotion.
- (iv) Vajira Perera and Lalith Peiris who joined as unskilled Cameramen were trained by the applicants.
- (v) The witness Uswatte Liyanage Lakshman, the Acting Assistant Director (Administration) of the Respondent Corporation admitted by promoting Vajira Perera and Lalith Peiris with restropective effect as at 1982 resulted an injustice to the applicants.

For the reasons aforesaid, it is my finding that by promoting Cameraman Vajira Perera and Lalith Peiris from Grade VIII to Grade VII in the year 1997 with restropective effect as at 1982, the Respondent Corporation has caused an injustice to the applicants. Further by doing so I am under impression that the Respondent Corporation has created a discrepancy in the promotional procedure.

In the Circumstances taking into consideration the totality of evidence led before me I make award that the applicants namely.

1. Mr. M. K. P. J. Perera
2. Mr. Anura Weerasinghe
3. Mr. C. J. Suriyaarachchi
4. Mr. E. D. K. Fernando

(a) be placed in Grade VI from 1982 with restropective effect.

(b) be paid the arears in salary with any financial benefits due to them accordingly within 30 days of the publication of this award in the *Gazette* of the Democratic Socialist Republic of Sir Lanka.

I consider this award just and equitable.

KAPILA M. SARATHCHANDRA,
Arbitrator.

Colombo,
26th October, 2006.

01-439