



THE CEYLON GOVERNMENT GAZETTE

EXTRAORDINARY

No. 10,900 — SATURDAY, MARCH 3, 1956

(Published by Authority)

PART I: SECTION (I) — GENERAL

Government Notifications

BY virtue of the powers vested in the Governor-General by Section 22 of the Industrial Disputes Act No. 43 of 1950, as amended by Act No. 25 of 1956, I, Oliver Ernest Goonetilleke do hereby—

- (a) appoint the persons specified in the Schedule hereto to be members of the Panel from which Industrial Courts shall be constituted ,
- (b) specify the period of one year from the date of publication of this instrument of appointment in the *Gazette*, as the period of office of such members , and
- (c) nominate Arthur Reginald Henry Canekeratne, Q C , a member of the Panel, to be the Chairman of the Panel

Colombo, 3rd March, 1956

O E GOONETILLEKE,
Governor-General

SCHEDULE

- 1 Arthur Reginald Henry Canekeratne, Q C
- 2 Hethumuni Ayadonis de Silva, C M G
- 3 George Crossette Thambyah, C M G
- 4 Samuel John Charles Schokman
- 5 Chinnappah Coomaraswamy, C B E

L D.—B 30, 50

THE INDUSTRIAL DISPUTES ACT, No. 43 of 1950

Order under Section 4

WHEREAS an industrial dispute in respect of the matters specified in the statement of the Commissioner of Labour which accompanies this Order exists between the Employers' Federation of Ceylon and the Ceylon Mercantile Union

And whereas it is expedient to refer the aforesaid dispute to an industrial court for settlement

Now, therefore, I, Mohamed Cassim Mohamed Kaleel, Minister of Labour, do, by virtue of the powers vested in me by section 4 of the Industrial Disputes Act, No. 43 of 1950, hereby refer the aforesaid dispute for settlement to an industrial court which shall be constituted in accordance with the provisions of section 22 of that Act

Colombo, 3rd March, 1956

M C M. KALEFI,
Minister of Labour.

THE INDUSTRIAL DISPUTES ACT, NO. 43 OF 1950

In the matter of the Industrial Dispute between
The Employers' Federation of Ceylon, 3rd Floor, Hongkong and Shanghai Bank Buildings, Colombo 1
and

The Ceylon Mercantile Union, 22 1/3, Antony Building, Baillie Street, Colombo 1

Statement of Matters in Dispute

THE following demands have been made by the Ceylon Mercantile Union and it is in respect of them that an industrial dispute exists between the Ceylon Mercantile Union and the Employers' Federation of Ceylon —

" I Security of Service

- (1) The services of no employee under the age of 60 shall be terminated by the employer, except on the ground of incapacity of the employee to continue in regular employment due to any physical or mental disability certified by a competent medical authority ;

Provided that any employee may be discontinued from employment on the ground of inefficiency, gross neglect of duty, gross negligence, fraud, gross insubordination, or other reasonable ground, after due warnings in writing over a reasonable period of time where inefficiency is alleged as a ground for discontinuance, and in no case without due enquiry after the employee has been required in writing to show cause why he should not be discontinued from employment for reasons that shall be clearly specified to him in the form of a charge

At any enquiry held for the purpose indicated above, the employee shall be entitled to be represented by the Ceylon Mercantile Union.

No letter of warning issued to an employee shall be of any effect against him twelve months after the issue of such warning

- (2) No contract of service shall be terminated merely on the ground of marriage or indebtedness of an employee
- (3) *Disputes* — Where Union intervention does not result in agreement as to the discontinuance of the employee, the employee to be interdicted on half pay and the matter of his discontinuance be referred for arbitration by an officer of the Labour Department and the employee to be reinstated with retrospective effect where the employer fails to show that the discontinuance is justified

" II Salaries

(a) *Salaries for Clerical Staff including typists, stenographers, comptometer operators and other machine operators, &c*

(b) *Salaries for Peons*

	Grade 1 Rs	Grade 2 Rs	Higher Grade 1 Rs	Higher Grade 2 Rs	Rs
1	90				54
2.	98				57
3.	106				60
4	114				63
5	122				66
6.	130				69
7.	138				72
8.	146				75
9	154	160			78
10.	162	170			81
11.	170	180			84
12.	178	190			87
13.	186	200			90
14.	194	210			93
15	202	220			96
16	210	230			99
17.	218	240			104
18	226	250	260		109
19	234	260	272 50		114
20	242	270	285		119
21	250	280	297 50		124
22	258	290	310		129
23	266	300	322 50		134
24	274	310	335		139
25.	282	320	347 50		144
26.	290	330	360		149
27.			372 50		154
28			385		159
29.				400	164
30				415	169
31				430	174
32				445	
33.				460	
34				475	
35				490	
36				505	
37				520	

N B—(1) Conversion to the above scale to be by joint consultation

(2) *Withholding of increments*—Any increment that falls due to the employee may be stopped for any one of the reasons indicated in Item I hereinbefore contained as furnishing a ground for termination of employment, where it is found, after due enquiry, that disciplinary action, short of discontinuance from employment, is merited.

Provided that such increment shall be restored at the end of the twelve month period, immediately following such stoppage, unless the employee shall during such subsequent twelve month period again merit similar disciplinary action,

And provided further that the increment of no employee shall be withheld for a period of more than two years

“ III. *Provident Fund*,

- (1) Rate of Employers' contribution to be as follows —
15 per cent up to 40 years of age of employee.
20 per cent from 40 years of age and over
- (2) Employees' contribution to be not less than 10 per cent with option to contribute up to 20 per cent.
- (3) No provident fund rules to place any restriction or limitation on payment of employers' contribution to the credit of the employee on termination of his employment, whatever be the circumstances under which employment is terminated, provided that the employer shall have a lien on the employers' contribution to the extent of loss caused by fraud on the part of the employee.
- (4) All contributions to be on the basis of the basic salaries set out in Item II hereinbefore contained.
- (5) Any employee who was in employment with the present employer before 1st April 1955 to be paid, on termination of employment, a sum of not less than 2 months' gross salary at time of termination of employment, for each complete year of service prior to termination of employment, inclusive of all sums payable to the employee from any Provident Fund of which he is a member, to which the employer has made contributions in respect of the employee

“ IV *Hours of Work and Overtime*

- (1) Maximum normal working week to be (36) Thirty-six hours, excluding intervals for meals
- (2) All work reasonably required in excess of 36 hours per week to be paid for at an hourly rate of not less than $1\frac{1}{2}$ times the gross hourly salary as computed on the scale set out in Item II hereinbefore contained
- (3) Work on weekly holidays and other holidays to be paid for at $1\frac{1}{2}$ times the daily rate of gross salary except on weekly half holidays in respect of which overtime shall be paid for at hourly overtime rate

“ V *Holidays*

The following days to be treated as holidays —

New Year	1	Wesak	2
Thai Pongal	1	Ramazan	1
Good Friday	1	Poson	1
Easter Monday	1	Christmas Eve	$\frac{1}{2}$
Sinhalese and Tamil New Year	1	Christmas	1
May Day	$\frac{1}{2}$	Boxing Day	1

“ VI *Sick Leave*

Every employee to be entitled to 6 weeks' leave on full pay in any one year on grounds of ill-health or indisposition, on the conditions set out below —

- (1) For any sick leave of less than 3 consecutive days, no medical certificate shall be required by the employer, provided that the employee has not exceeded 10 days' sick leave for the year unsupported by medical certificate
- (2) In all other circumstances than those set out in Condition (1) above, sick leave shall be granted on submission by the employee of the certificate of a registered medical practitioner, provided that the employer shall have the right to have the employee examined at a place convenient to the employee by a registered medical practitioner nominated by the employer before sanctioning such leave

If the sick leave taken by an employee in any one year under the conditions set out above is less than 6 weeks, the difference shall be accumulable to the benefit of the employee in any subsequent year for a period of up to 10 years from that year”

Dated at COLOMBO this THIRD day of MARCH, 1956

M. RAJANAYAGAM,
Commissioner of Labour.