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THE GAZETTE OF THE REPUBLIC OF SRI LANKA (Ceylon)

අංක 42 — 1973 ජනවාරි 12 වැනි සෙනසුදාය — 1973.01.12
No. 42 — FRIDAY, JANUARY 12, 1973

(Published by Authority)

PART I: SECTION (I)—GENERAL

(Separate paging is given to each language of every Part in order that it may be filed separately)

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Note.—Finance (Amendment) Bill was published as a Supplement to Part II of the Gazette of the Republic of Sri Lanka (Ceylon) of January 5, 1973.

Other Appointments, &c.

No. 10 of 1973

No. GB 4/1 (II).

THE Minister of Defence and Foreign Affairs has ordered the appointment of the following Inspectors of Police to act as Assistant Superintendents of Police with effect from November 1, 1972:—

- Mr. N. A. WEERAKKODI
- Mr. Z. C. E. WIJESURIYA
- Mr. M. MAHESWARAN

W. T. JAYASINGHE,
Secretary.

Ministry of Defence and Foreign Affairs.

Colombo 1, December 27, 1972.

1—471

Delegation Orders and the Rules issued by the said Public Service Commission, subject, however to the following conditions:—

- (a) that such powers shall now be exercised in terms of the Rules of Discipline and such other and further instructions as may be issued from time to time by the Cabinet of Ministers or by me,
- (b) that a State Officer shall not exercise any power of dismissal or other punishment in any case where it is decided by me in terms of Section 119 (1) of the Constitution that such powers of punishment as delegated to such State Officer shall be exercised by me,
- (c) that a State Officer aggrieved by an order relating to a disciplinary matter including an order of dismissal made under the powers delegated by me may appeal therefrom to the State Services Disciplinary Board or to me as may be necessary under Section 119 of the Constitution.

I do also hereby order that, subject to the Rules of Discipline issued by the Cabinet of Ministers or any further or other Orders issued by the Cabinet of Ministers or by me, powers of dismissal and disciplinary control *not delegated* by the former Public Service Commission, as aforesaid, but exercised by itself, shall now be exercised in respect of State Officers the initial of whose consolidated salary is less than Rs. 6,720 per annum by the Head of each Department specified in the schedule hereto.

N. M. PERERA,
Minister of Finance.

Ministry of Finance,
Colombo, 23rd December, 1972.

SCHEDULE

- Office of the Ministry of Finance
- General Treasury
- Inland Revenue Department
- Customs Department
- Valuation Department
- Excise Department
- Loan Board

1—472

Government Notifications

THE CONSTITUTION OF SRI LANKA 1972

Delegation Order under Section 119

I, Nanayakkarapathirage Martin Perera, Minister of Finance, do hereby order in terms of Section 119 (1) of the Constitution of Sri Lanka that all powers of dismissal and disciplinary control of State Officers serving in the departments specified in the schedule hereto the initial of whose consolidated salary scale is less than Rs. 6,720 per annum, as delegated by the former Public Service Commission prior to the present Constitution of Sri Lanka shall, with effect from 22nd May, 1972, and until other or further provisions are made, be deemed to be powers delegated to the same State Officers and under the same terms and conditions, *mutatis mutandis*, as contained in the respective

SPECIAL NOTICE REGARDING FORWARDING OF NOTICES FOR PUBLICATION IN THE WEEKLY GAZETTE

ATTENTION is drawn to the Important Notice, appearing at the end of each part of this Gazette, regarding dates of publication of the future weekly Gazettes and the latest times by which Notices will be accepted by the Government Printer for publication therein. All Notices for publication in the Gazette received out of times specified in the said notice will be returned to the senders concerned.

Department of Government Printing,
Colombo, June 2, 1970.

L. W. P. PERERA,
Government Printer.

THE WAGES BOARDS ORDINANCE

Notification

IT is hereby notified under regulation 30 of the Wages Boards Ordinance, 1971 that under section 9 of the Wages Boards Ordinance (Chapter 136), the Minister of Labour has been pleased to appoint the following persons to be members of the Wages Board for the Biscuit and Confectionary Manufacturing Trade (including Chocolate Manufacturing) for a period of three years commencing from August 10, 1972.

A. E. GOGEBLY MORAGODA,
Secretary,
Ministry of Labour.

Colombo, 28th December, 1972.

NOMINATED MEMBERS

1. Dr. Kamal Karunanayake
2. Mr. G. W. Jayasuriya
3. Mr. L. R. Perera

EMPLOYERS' REPRESENTATIVES

1. Mr. E. D. Weerakoon
2. Mr. K. G. N. Seneviratna
3. Mr. F. P. Perera
4. Mr. Owan Gunawardane
5. Mr. K. William Singho
6. Mr. F. Karunakalage
7. Mr. A. B. Sundararajkagoo
8. Mr. S. Sivarajah
9. Mr. G. D. Wickremaratne
10. Mr. E. S. Appadurai

WORKERS' REPRESENTATIVES

1. Mr. M. M. Seneviratna
2. Mr. M. C. M. Shaffie
3. Mr. H. W. Caldera
4. Mr. M. B. Pilapitiya
5. Mr. M. A. Haniffa
6. Mr. R. Peter
7. Mr. T. R. Carlo
8. Mr. S. Siriwardana
9. Mr. Edward Boteju
10. Mr. L. W. Panditha.

1-427

L.D.—B. 68/50

IT is hereby notified for general information that the Ministers specified in column I of the Schedule hereto, have under Section 12 of the Interpretation Ordinance (Chapter 2) authorised me, whenever it becomes necessary to do so, to appoint, the officers specified in the corresponding entries in column II of that Schedule, to the posts set out in the corresponding entries in column III of that Schedule.

The notification dated July 7, 1950, published in *Gazette* No. 10,123 of July 14, 1950, is hereby repealed without prejudice to any appointments already made thereunder.

Secretary,
Ministry of Public Administration,
Local Government and Home Affairs.

Colombo, January 1, 1973.

SCHEDULE

I	II	III
1. Minister of Foreign and Internal Trade	Government Agents Office Assistants to Government Agents Government Agents and Additional Government Agents	Receivers of Wrecks Superintendents of Weights and Measures
2. Minister of Shipping and Tourism	Government Agents of Jaffna, Mannar, Vavuniya, Batticaloa and Hambantota Districts Additional Government Agents or Office Assistants to Government Agents of Jaffna, Mannar, Vavuniya, Batticaloa and Hambantota Districts	Deputy Master Attendants Assistant Master Attendants
3. Minister of Finance	Government Agents, Additional Government Agents, Assistant Government Agents, Office Assistants to Government Agents	Collectors of Customs or Assistant Collectors of Customs or Additional Collectors of Customs or Additional Assistant Collectors of Customs or Landing Surveyors
4. Minister of Justice	Government Agents of the Administrative Districts of Colombo, Kandy, Galle, Jaffna, Batticaloa, Kurunegala, Anuradhapura, Badulla and Ratnapura Government Agents, Additional Government Agents, Assistant Government Agents, Office Assistants or Extra Office Assistants to Government Agents	Fiscals for their respective Provinces Deputy Fiscals for their respective Administrative Districts

1-477

THE SHOP AND OFFICE EMPLOYEES (REGULATION OF EMPLOYMENT AND REMUNERATION) REGULATIONS 1954

IT is hereby notified under regulation 31 of the Shop and Office Employees (Regulation of Employment and Remuneration) Regulations, 1954, published in *Gazette* No. 10,724 of October 15, 1954, that the Panel from which Remuneration Tribunals shall be constituted shall consist of—

- (1) the Commissioner, and
- (2) the following persons appointed by the Minister, under section 25 (1) of the Shop and Office Employees (Regulation of Employment and Remuneration) Act (Chapter 129), with effect from January 1, 1973:—
 - (a) Representatives of Employers:
 1. Mr. D. S. Elayaperuma
 2. Mr. K. V. Gunasena
 3. Mr. H. Paul Silva

4. Mr. D. Fred Jayasinghe
5. Mr. G. T. F. Fernando
6. Mr. C. Wijenayaka
7. Mr. M. W. Jayaratnam
8. Mr. Tommy Fernando
9. Mr. A. Sangadasa Silva
10. Mr. Joy F. Pereira
11. Mr. J. Abeywickrama
12. Mr. N. Shewakram

- (b) Representatives of Employees:
 1. Mr. Wimalasiri de Mel
 2. Mr. N. Sanmugathanan
 3. Mr. L. W. Panditha
 4. Mr. S. Selliah
 5. Mr. A. D. E. Wijetunga
 6. Mr. Walter Jothipala
 7. Mr. Donald Ratnaweera
 8. Mr. W. L. Fernando
 9. Mr. P. Sumathirathna
 10. Mr. M. B. H. M. Peiris

11. Mr. Oswin Fernando
12. Mr. W. K. Wijemanne.

(c) Nominated Members:

1. Mr. P. R. Wickramanayaka
2. Mr. A. H. M. Fouzie
3. Mr. A. Augustine Dias
4. Mr. W. Malimsarachchie
5. Mr. D. Alfred De Silva
6. Mr. P. Sridaran
7. Mr. J. D. C. Perera
8. Mr. A. D. Canagaratne
9. Mr. C. E. Simithraarachchie
10. Mr. P. Wimalachanthiran
11. Mr. R. R. Selvadurai.

A. E. GOGEBLY MORAGODA,
 Secretary,
 Ministry of Labour.

Colombo, 28th December, 1972.

1-378

THE CONTROL OF PRICES ACT

IT is hereby notified under section 4 (7) of the Control of Prices Act (Chapter 173) that the Minister of Foreign and Internal Trade has approved the Control of Prices (Sanatogen) Order No. 1 of 1972 and the Control of Prices (Sustagen) Order No. 1 of 1972, made by the Controller of Prices (Food and Miscellaneous Articles), and published in the *Gazette Extraordinary of the Republic of Sri Lanka (Ceylon)* No. 28/5 of 9th October, 1972.

JAYANTHA KELEGAMA,
 Secretary,
 Ministry of Foreign and Internal Trade.

Colombo, 22nd December, 1972.

1-305/2

THE CONTROL OF PRICES ACT

IT is hereby notified under section 4 (7) of the Control of Prices Act (Chapter 173) that the Minister of Foreign and Internal Trade has approved the Control of Prices (Incandescent Mantels) Order No. 3 of 1972, made by the Controller of Prices (Food and Miscellaneous Articles) and published in the *Gazette Extraordinary of the Republic of Sri Lanka (Ceylon)* No. 28/5 of 9th October, 1972.

JAYANTHA KELEGAMA,
 Secretary,
 Ministry of Foreign and Internal Trade.

Colombo, 23rd December, 1972.

1-305/1

THE RESTHOUSES ACT

THE rates for sale of arrack appearing in the Schedule under Liquor Tariff of the Resthouse Rules in respect of Resthouses, the control of which is vested in Government Agents, appearing in *Gazette of the Republic of Sri Lanka*, No. 37 of December 08, 1972, are amended as given in the Schedule below. The amended rates have been approved by the Minister of Public Administration, Local Government and Home Affairs and will take effect from January 1, 1973.

B. MAHADEVA,
 Secretary,
 Ministry of Public Administration,
 Local Government and Home Affairs.

January 3, 1973.

Schedule

LIQUOR TARIFF

Arrack	Dram	½ Dram
Mendis Special Arrack ..	5 0 ..	2 50
Double Distilled Arrack ..	5 0 ..	2 50
Very Special Arrack ..	2 60 ..	1 30
Ceylon Arrack ..	2 10 ..	1 5
Special Arrack ..	1 10 ..	0 55
Molasses Arrack ..	1 10 ..	0 55

1-362

A 3

THE CEYLON (PARLIAMENTARY ELECTIONS) ORDER IN COUNCIL, 1946

National State Assembly By-Election—09.10.1972

ELECTION OF A MEMBER FOR ELECTORAL DISTRICT No. 21—KESBEWA

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Mr. D. A. Preman, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 22nd day of November, 1972, and that such return and declarations can be inspected on payment of a fee of one rupee, at any time during office hours at the Elections Office, Kachcheri, Colombo, during the six months next after the publication of this notice in the *Government Gazette*.

S. N. RAJAH,
 Assistant Returning Officer,
 Electoral District No. 21—Kesbewa.

The Elections Office,
 Kachcheri,
 Colombo, 5th December, 1972.

1-475

No. W. 105/1176.

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 matter specified in the statement of the Acting Commissioner of Labour which accompanies this Order exists between the Ceylon Estates Staffs' Union, No. 13, Kande Vidiya, Kandy, of the one part and Mr. Percy T. Fernando and Mrs. S. C. Fernando, Proprietors of Macduff Estate, Lindula, C/o. Messrs. Morapana Commercial Company Ltd., 265, Galle Road, Colombo 3, of the other part.

Now, therefore, I, Michael Paul de Zoysa Siriwardena, Minister of Labour, 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, 62 of 1957, 4 of 1962 and 39 of 1968 (read with Industrial Disputes (Special Provisions) Act No. 97 of 1968) hereby refer the aforesaid dispute to Labour Tribunal No. X, Hatton, for settlement by arbitration.

M. P. DE Z. SIRIWARDENA,
 Minister of Labour.

Colombo, 28th December, 1972.

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

In the matter of an industrial dispute between

the Ceylon Estates Staffs' Union,
 No. 13, Kande Vidiya, Kandy,
 of the one part

and

Mr. Percy T. Fernando and Mrs. S. C. Fernando,
 Proprietors of Macduff Estate, Lindula,

C/o. Messrs. Morapana Commercial Company Ltd.,
 265, Galle Road, Colombo 3,
 of the other part.

STATEMENT OF MATTER IN DISPUTE

The matter in dispute between the aforesaid parties is whether Mr. S. Selvaratnam, a member of the aforesaid Union, who had been employed as School Teacher/Clerk on Macduff Estate, Lindula, by the Management of the said Estate during the period 25th October, 1965 to 26th April, 1971, was adequately remunerated and, if not, to what relief he is entitled.

Dated at the office of the Commissioner of Labour, Colombo, this sixteenth day of December, 1972.

J. P. E. SIRIWARDENA,
 Acting Commissioner of Labour.

1-336

My No. C/I. 611.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award transmitted to me by the Arbitrator to whom the Industrial Dispute which has arisen between the Ceylon Mercantile Union, 22 1/1, Upper Chatham Street, Colombo 1, and Messrs. Ceylon Rediffusion Service Ltd., 299, Union Place, Colombo 2, was referred under section 3 (1) (d) 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.

W. L. P. DE MEL,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 5, 30th December, 1972.

A/1130

27th October, 1972.

In the matter of an Industrial Dispute
between

The Ceylon Mercantile Union, 22 1/1, Upper Chatham Street,
Colombo 1,

and

Ceylon Rediffusion Services Limited 299, Union Place,
Colombo 2.

Award

The learned Commissioner of Labour by virtue of the powers vested in him by section 3 (1) (d) of the Industrial Disputes Act, Chapter 131 as amended by Industrial Disputes amendment Act Nos. 14 and 62 of 1957, 4 of 1962 and 39 of 1968 read with Industrial Disputes special provisions Act No. 37 of 1968, referred the dispute to me for settlement by arbitration by letter dated 7th March, 1972.

The parties to the dispute have consented to the reference of the dispute for settlement by arbitration, and have jointly nominated me as arbitrator.

The matter in dispute between the Ceylon Mercantile Union and Ceylon Rediffusion Services Limited is whether termination of the services of Mr. R. A. S. Mendis by Ceylon Rediffusion Services Limited is justified and to what relief, if any, is Mr. Mendis entitled.

At the inquiry, Mr. S. R. de Silva appeared for the Management (Ceylon Rediffusion Services Ltd.) and Mr. P. Rajanayagam appeared for the Ceylon Mercantile Union.

According to the Employers' statement of the matter in dispute, Mr. Mendis joined the services of the Company on the 20th of March, 1964, as a clerk. Mr. Mendis was covered and bound by Collective Agreement No. 5 of 1967 between the Ceylon Mercantile Union and the Employers' Federation of Ceylon. At the time Mr. Mendis' services were terminated, he was a counter clerk handling cash. Mr. Mendis removed and sold, without authority, the wheels of a bicycle belonging to Mr. Rajaratnam, an ex-employee of the Company, while the bicycle was left in the premises of the Company in the custody of the branch Superintendent. Employer therefore, addressed a letter dated 28.5.1971, to Mr. Mendis in the following terms:—

"With reference to your confessed removal of the wheels of a bicycle stored at the Moratuwa branch as detailed in your statement of the 22nd instant, I have to request you to show cause in writing, within three days, why disciplinary action should not be taken against you".

Mr. Mendis submitted his reply and his services were terminated by letter of 11.6.71. The employer submitted that the termination of Mr. Mendis' services was bona-fide and perfectly justified in the circumstances and stated that he was not entitled to any relief.

The Union, however, submitted that the dismissal of Mr. Mendis was unjustified since the bicycle was neither Company property nor was it left in the custody of the Company. Further, the owner of the bicycle, Mr. Rajaratnam has informed Mr. Mendis, in writing, that he had no objection to Mr. Mendis taking possession of the bicycle in lieu of the sum of Rs. 150 which he had borrowed from Mr. Mendis.

Mr. Rajaratnam gave evidence in this inquiry and corroborated the story of Mr. Mendis.

On the 6th of October, 1972, the parties assumed the responsibility of settling the dispute on the following terms:—

"Without prejudice to the respective positions of the parties, the dispute is settled on the following terms:—

1. The Company agrees to re-employ Mr. R. A. S. Mendis with effect from 16.10.72.
2. Mr. Mendis' period of non-employment will not be treated as a break in service.

3. Mr. Mendis will not be paid any back-wages for the period of his non-employment. The Company, however, will make an ex-gratia payment of Rs. 1,500 to Mr. Mendis on his re-employment".

(Vide terms of settlement filed of record, dated 6th October, 1972.)

I consider the terms just and equitable and I make my Award accordingly.

W. D. THAMOTHERAM,
Arbitrator.

Colombo, 25th November, 1972.
1-468

No. T7/1005.

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 matter specified in the statement of the Acting Commissioner of Labour which accompanies this Order exists between Hotel, Bakery, Shop and Beverages Workers Union, 71, Malay Street, Colombo 2, and the Jaffna Co-operative Stores Ltd., 420, Hospital Road, Jaffna:

Now, therefore, I, Michael Paul de Zoysa Siriwardena, Minister of Labour, 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, 62 of 1957, 4 of 1962 and 39 of 1968 (read with Industrial Disputes (Special Provisions) Act No. 37 of 1968) hereby refer the aforesaid dispute to Labour Tribunal No. 8 for settlement by arbitration.

M. P. DE Z. SIRIWARDENA,
Minister of Labour.

Colombo, 28th December, 1972.

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

In the matter of an industrial dispute
between

Hotel, Bakery, Shop and Beverages Workers' Union,
71, Malay Street, Colombo 2,

and

The Jaffna Co-operative Stores Limited, 420,
Hospital Road, Jaffna.

STATEMENT OF MATTER IN DISPUTE

The matter in dispute between the aforesaid parties is whether the non-payment of bonus to Messrs. E. Varatharajah, K. Arulanantham, S. Thavachelvam, V. Thuraisingam, S. Thillainathan and K. Nādarajah (who are members of the above Union) for the year 1970/71 by the Management of the said Jaffna Co-operative Stores Ltd. is justified and if not to what relief each of them is entitled.

Dated at the office of the Commissioner of Labour, Colombo, this Sixteenth day of December, 1972.

J. P. E. SIRIWARDENA,
Acting Commissioner of Labour.

1-466

My No. W. 105/19.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award transmitted to me by the Arbitrator to whom the industrial dispute which has arisen between the National Workers' Congress, 94 1/6, York Buildings, York Street, Colombo, and the Kalutara Rubber Company of Ceylon Ltd., Proprietors of Yatadola Group, Matugama, C/o. Gordon Frazer and Company Ltd., 148, Vauxhall Street, Colombo 2, was referred by order dated July 21, 1972, made under section 4 (1) of the Industrial Disputes Act, Chapter 131 as amended and published in the Gazette of the Republic of Sri Lanka (Ceylon), No. 19 of August 4, 1972, for settlement by arbitration is hereby published in terms of section 18 (1) of the said Act.

W. L. P. DE MEL,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 5, 2nd January, 1973.

No. W. 105/19.

C/I. 118.

A/1171

A/1169

In the matter of an industrial dispute between the National Workers' Congress, 94 1/6, York Buildings, York Street, Colombo,

In the matter of an industrial dispute between The Ceylon Mercantile Union, 22 1/1, Upper Chatham Street, Colombo 1,

and
The Kalutara Rubber Company (Ceylon) Limited
Proprietors of Yatadola Group, Matugama,
C/o. Gordon Frazer & Company Limited,
148, Vauxhall Street, Colombo 2.

and
Mackwoods Limited, D. R. Wijewardena Mawatha,
Colombo 10.

Award

Award

The Honourable Minister of 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 Nos. 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 to be the arbitrator and referred the dispute to me for settlement by arbitration by letter dated 14th July, 1972.

By order dated 19th July, 1972, the Commissioner of Labour by virtue of the powers vested in him by section 3 (1) (d) of the Industrial Disputes Act, 1950, Chapter 131, as amended, referred to me for settlement by arbitration, the following dispute between the Ceylon Mercantile Union and Mackwoods Limited: "What compensation, if any, are Messrs. M. S. Fernando, H. S. Silva, S. Shelton, B. A. N. Perera and W. A. Dayananda entitled to on the termination of their services by Mackwoods Limited."

The matter in dispute between the parties is "whether the claim of M. Nagan (who is a member of the Union) for wages for the period of 17.1.1969 to 9.2.1969, is justified and to what relief he is entitled.

At the inquiry before me, the Union was represented by Miss May Wickremasooriya and Proctor P. Rajanayagam and after the inquiry commenced by Mr. Prins Rajasuriya instructed by Mr. P. Rajanayagam. The company was represented by Mr. S. R. de Silva of the Employers' Federation of Ceylon.

Mr. A. Lodwick, Secretary, National Workers' Congress, appeared for the Congress (M. Nagan) and Mr. A. N. D. Balasuriya of Estate Employers' Federation, appeared for the Management.

The company were Agents and Secretaries for Messrs. Van Rees and handled the blending, packing and shipping of their teas. When the company lost this agency in January 1971, it retrenched some of its staff, among them the members of the Union in respect of whom this dispute has arisen, with effect from 31st January, 1971. The employees in this dispute obtained employment with Van Rees immediately on cessation of their services with Mackwoods Limited and did not suffer any period of unemployment. Mr. M. S. Fernando, joined Mackwoods Limited on 1st May, 1958, and was a tea boy; Mr. H. S. Silva, joined on 26th September, 1957, and was a tea boy. So also were Mr. S. Shelton (service from 1.8.1958) and Mr. B. A. N. Perera (service from 20.4.1964) Mr. W. A. Dayananda, a peon joined Mackwoods Limited on 8th May, 1964. All the employees, the Union and the company were bound by a Collective Agreement of 1967 between the Ceylon Mercantile Union and the Employers' Federation of Ceylon, but not Van Rees. The retrenched employees joined Van Rees as new entrants.

What is common ground is the point of departure and basis of my conclusions. According to the Congress and the Management, on a complaint made by the police, Nagan was taken into custody and an action was filed against him in the Magistrate's Court, but he was discharged (vide certified copy of proceedings marked E/1 and filed of record.) Before he was taken into custody, M. Nagan was employed as a factory worker and now the Management has given him work as a tapper with consequent loss of "earnings benefit".

It is not the case for the Congress that the Management had acted maliciously. I accept the evidence of the Management that when Nagan reported for work, he was given a job as a tapper. Admittedly the Management wanted to punish him in some form or other but as he has not committed any offence, I agree with the Congress that he is entitled to continue as a "factory worker". It is true that Nagan has incurred legal expenses and has suffered loss of wages for a period but as I am accepting the evidence of the Management that they offered him work when in fact he reported for work and as the Management has acted in good faith, I do not think it is fair that the worker should be paid any amount by way of compensation or wages but certainly M. Nagan should be given forthwith his job as a factory worker.

Mr. Rajasuriya, for the Union, submitted that I should award 1½ months' salary for each year of service to each of the employees. He stated that all the employees had joined Van Rees as new entrants and their service with Mackwoods Ltd., was not recognised by Van Rees. Since Van Rees were not members of the Employers' Federation of Ceylon, the employees would not get certain benefits in the Collective Agreement already referred to. He also submitted that security of employment under Van Rees was less since they were more likely to close down than Mackwoods Ltd. Mr. Rajasuriya, referred me to an earlier instance when an employer paid 1½ months' salary for each year of service as a settlement on the closure of the business, and to the fact that under the Petroleum Corporation Act, the Commissioner of Labour ordered payment of sums of money to employees of the Oil Companies when they joined the Petroleum Corporation.

In these circumstances for the reasons stated by me, I hold that:—

1. M. Nagan should be given forthwith his former job as a factory worker.
 2. He is not entitled to any wages from 17.1.1969 to 9.2.1969 or compensation.
- I make my Award accordingly.

W. D. THAMOTHERAM,
Arbitrator.

Dated at Colombo, 25th November, 1972.

My No. C/I. 118.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award transmitted to me by the Arbitrator to whom the industrial dispute which had arisen between the Ceylon Mercantile Union, 22 1/1, Upper Chatham Street, Colombo 1 and Messrs. Mackwoods Ltd., D. R. Wijewardena Mawatha, Colombo 10, was referred under section 3 (1) (d) 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.

W. L. P. DE MEL,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 6, 30th December, 1972.

Mr. de Silva, for the company, argued that I was bound by the terms of reference and that therefore, the only matter on which I can make my award is the question of compensation. He submitted that compensation can be awarded only where a termination is illegal, wrongful or unjustified (vide *Wataraka Multi-purpose Co-operative Society Limited Vs. Wickremachandra 70 N.L.R. 239*, *The Group Superintendent Dalma Group Vs. The Estates Staff's Union 73 N.L.R. 574* and other cases cited.) or as retrenchment compensation (vide *Ceylon Workers' Congress Vs. The Superintendent, Carfax Group ID 60, CGG 11410 of 4.7.1958*, *All Ceylon Commercial and Industrial Workers' Union Vs. Rowlands Limited ID 242 CGG 12201 of 16.9.1960*, *Ceylon Mercantile Union Vs. Motor Launches Limited CGG 14998 of 18.2.1972* and other cases cited). In this case it has not been the position of the Union that the termination has been illegal, wrongful or unjust or that the employees have suffered unemployment. From the cases cited, it is clear that retrenchment compensation is payable to enable retrenched persons to exist until they find other employment. I accept this as the basis of retrenchment compensation and hold that they are not entitled to compensation on that ground as there was no period of unemployment in this instance.

It was further submitted by Mr. de Silva that compensation cannot be awarded on the ground that Van Rees have not recognized the service of the employees under Mackwoods Limited because, in that event the claim can only be for a gratuity which is excluded by the terms of reference. Compensation is not to be awarded as recognition for past services. I accept these submissions. He also submitted, quite rightly, that the question of security of employment under Van Rees is purely speculative and compensation cannot be awarded on such a speculative basis. These employees have

already been in employment under Van Rees for 1½ years. The fact that other employers have settled cases should not, I think, lead me to award compensation in this case as such settlements may have been the result of factors and motives of which I am unaware. It was also submitted that the payments awarded under the Petroleum Corporation Act is not an indication of any general policy of awarding compensation in the present circumstances.

My award, therefore, is that the employees whose names appear in the statement of the matter in dispute, are not entitled to any compensation. I make my Award accordingly.

W. D. THAMOTHERAM,

Dated at Colombo, 25th November, 1972. Arbitrator.

My No. T. 23/P. 222/71.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award transmitted to me by the arbitrator to whom the Industrial Dispute which has arisen between the 114 workers as represented by Messrs. H. S. de Soysa of 27B, Rukmale, Pannipitiya, S. V. Wijesekera of 27/13, Wijaya Road, Kolonnawa, Wellampitiya, and W. Ganewatte of 5, Muhandiram Road, Ratmalana, Mt. Lavina, of the one part and Messrs. McAllister Contracting Company Ltd., of Hendala, Wattala, of the other part was referred by Order dated 22nd March, 1971, made under Section 4 (1) of the Industrial Disputes Act, Chapter 131, as amended and published in *Ceylon Government Gazette* No. 14,352 of 1st April, 1971, for settlement by arbitration is hereby published in terms of section 18 (1) of the said Act.

W. L. P. DE MEL,
Commissioner of Labour.

Labour Department,
Labour Secretariat,
Colombo 5, 03 January, 1973.

T. 23/P. 222/71.

A/1012

In the matter of an industrial dispute
between

Messrs. H. S. de Soysa, W. Ganewatta and
S. V. Wijesekera and 111 other Workers
of the one part,

and

Messrs. McAllister Contracting Company Limited,
of Hendala, Wattala,
of the other part.

Appearances:

Mr. Patrick de Alwis, instructed by Mr. T. B. C. Edirisinghe
for the Workmen.

Mr. L. W. Athulathmudali, instructed by Messrs. Julius &
Creasy, for the Company.

Award

The Honourable the Minister of Labour 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, 62 of 1957, 4 of 1962 and 39 of 1968 (read with Industrial Disputes (Special Provisions) Act, No. 37 of 1968), has referred the above-mentioned dispute for settlement by arbitration by his Order dated 22.3.71.

McAllister Contracting Company (hereinafter called the Company) is a foreign Company that had contracted to put up the Pegasus Reef Hotel at Hendala, Wattala.

The 114 workers whose names appear in the attached Schedule (hereinafter called the 'Workmen') were employed by the Company, along with others, in this Building Project.

The matters in dispute as per the statement of Commissioner of Labour are as follows:—

1. To what compensation or gratuity the employees are entitled for their services rendered to the Management of Messrs. McAllister Contracting Co. Ltd., Hendala, Wattala.
2. To what bonus these employees are entitled for the year 1970.
3. Whether the workers are entitled to be paid wages and other benefits in terms of the decisions of the Wages Board for engineering trade as stipulated in the letter of appointment and to what relief each of them is entitled.

The Building Project was started in or about July, 1969, and, according to the terms of the contract the Company had to complete and hand over the building on 15.1.71.

H. S. de Zoysa was employed by the Company as the Chief Store-Keeper and his services were terminated by the Company on 26.12.70.

The work was nearing completion and on 5.1.71, the employees requested the Company to pay them Bonus and Gratuity when the building was completed.

The terms of employment of all the workmen stipulated that the workmen will not be entitled to any Bonus or any ex gratia payment, whatsoever, while being employed or at termination, and the Management asked these workmen to carry on with the work and not to press them for any benefits at that stage. The workmen finding that they were not getting their demands went on strike from 6.1.71. The Company was forced to employ labour from other Building Contractors, and was only able to complete and hand over the building on 15.2.71. The Company suffered losses by employing outside labour, and by failing to hand over the building on the contracted date.

The workmen, having started their strike, formed themselves into a Union, with H. S. de Zoysa, S. V. Wijesekera and W. Ganewatte, as President, Secretary and Treasurer, and wanted an opportunity to meet the Management and discuss their demands, and when the Company refused to meet them, the workmen stayed away from work.

When these workmen were engaged, the Company thought they were Engineering Trade workers and agreed to pay them the wages and benefits payable to Engineering Trade workers.

The wages of Engineering Trade workers are more than the wages of the Building Trade workers; but the Building Trade workers are entitled to Holiday Wages for every 18 days of work, while the Engineering Trade workers are entitled to Holiday wages only after they had worked for 240 days.

The dispute between the Company and the workmen was inquired into by officers of the Labour Department and they determined that the workmen are Building Trade workers and not Engineering Trade workers, and found that a sum of Rs. 9,046 was due to the workmen by way of Holiday Wages. The Company deposited this amount with the Commissioner of Labour, and these workmen had drawn their unpaid Holiday Wages.

These workmen, although Building Trade workers, have been paid salaries and increments payable to Engineering Trade workers.

Messrs. B. J. Eaton, H. S. de Zoysa, W. Ganewatte and S. V. Wijesekera gave evidence for the workmen, and all of them said that they were paid their increments.

B. J. Eaton joined the Company as an Office Peon on 22.7.69, and was promoted after two months as a Check-Roll Clerk; he said that he was paid a Bonus of Rs. 100 for the year 1969. He had gone before the Labour Tribunal, but was not given any relief.

H. S. de Zoysa joined the Company in March, 1970, as a Store-Keeper and was promoted Chief Store-Keeper on 12.4.70. He, too, had gone before the Labour Tribunal but his application was dismissed. He said that the Company did not allow them to finish the Hotel Building, and that he was the principal person fighting this case.

S. V. Wijesekera is the Secretary of the Union. He said that he signed the letter of appointment, but had not time to read its contents; he also stated in evidence that he told the Management on or about the 5th or 6th of January that they would work without going on strike if the Management paid them two months' wages in addition.

Evidence was given by these witnesses to show that the Management promised them a Bonus for the year 1970, but refused to put that promise in writing.

E. A. Jayatunge was called as a witness by the Company. He said that all the workmen were issued with letters of appointment, similar to 'R1' and that all the terms and conditions of employment were explained to each of them. He also said that the question of Bonus came up when the workers wanted to go on strike, and that Kōllow of the Company said: "Get back to work and finish the Project; after the Project is completed, I know to look after my people; I don't want to be pushed"; but the employees were not satisfied and went on strike.

'A2' to 'A14' are some of the letters of appointment issued to the workmen. The letters of appointment clearly state that employment is temporary; that work will last only for 18 months and that no assurance is given for continued employment even for 18 months. It also states that no bonus or gratuity whatsoever will be paid during employment or at termination of employment.

These conditions are not unreasonable as the Company is a foreign one; it was doing a specific piece of work and the completion of this work depended also on factors that were beyond the control of the Company.

The evidence of Wijesekera, the Secretary, that he had no time to read the letter of appointment, or that of Ganewatte, the Treasurer that he did not know that they were not entitled to any Bonus or Gratuity is false. All the workmen fully knew that their work will not last for 18 months and that they were not entitled to any Bonus or Gratuity.

'P1', the appointment slip shows that the Secretary, the President, the Treasurer and the Organising Committee of the newly formed Union have sought to meet the Management on 6.1.71, and present their demands for Bonus and ex gratia payment at the completion of the Project.

The Company had to complete and hand over the Building on 15.1.71, and the evidence of the Secretary that he told the Management on the 5th or 6th January, that the workmen will not go on strike, if two months' pay is given in addition shows that the workmen had tried to force a written promise from the Company to pay them Bonus and Gratuity with the threat of a strike, and having failed in their attempt, kept away from work. The Company could not hand over the building on the due date and they were compelled to employ outside labour at a loss. The Company had in addition become liable to pay damages for failing to hand over the building on 15.1.71.

The workmen had unreasonably kept themselves away from work and are not entitled to any compensation. They had failed to fulfil their obligations, and had conducted themselves irresponsibly, and are not entitled to any ex gratia payments.

The payment of bonus can be considered if the workmen are not paid a living wage, or if the Employer had made substantial profit from the efforts of the workmen.

These workers were paid salaries and increments more than what was payable under the Wages Board Ordinance.

Evidence also reveals that these workers were given quick promotions and increments. The Company had engaged outside labour and handed over the building a month after the due date, had suffered loss and made themselves liable for damages. There is no evidence that the Company had made any profits. The workmen are not entitled to any Bonus for the year 1970.

It is not disputed that these workmen are Building Trade workers; they are not entitled to be paid wages and other benefits payable to Engineering Trade workers.

I make award accordingly.

N. KRISHNADASAN.

Dated at Colombo this 23rd day of December, 1972.

1-507

My No. C/I. 12.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award transmitted to me by the Arbitrator to whom the Industrial Dispute which had arisen between the Ceylon Mercantile Union, 22 1/1, Upper Chatham Street, Colombo 1 and Messrs. Brown & Co. Ltd., 481, Darley Road, Colombo 10, was referred under section 3 (1) (d) 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.

W. L. P. DE MEL,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 5, 30th December, 1972.

A/1149

In the matter of an Industrial Dispute between
The Ceylon Mercantile Union
22 1/1, Upper Chatham Street, Colombo 1,
and
Brown & Company Limited,
481, Darley Road, Colombo 10.

Award

The learned Commissioner of Labour by virtue of the powers vested in him by section 3 (1) (d) of the Industrial Disputes Act Chapter 131 as amended by Industrial Disputes amendments Act, Nos. 14 and 62 of 1957, 4 of 1962 and 39 of 1968 read with Industrial Disputes Special Provisions Act, No. 37 of 1968 referred the dispute to me for settlement by arbitration by letter dated 6th May, 1972.

The parties to the dispute have consented to the reference of the dispute for settlement by arbitration and have jointly nominated me as Arbitrator.

The matter in dispute between the Ceylon Mercantile Union and Brown & Company Limited is whether the termination of the services of Mr. B. M. E. Fernando by Brown & Co. Limited is justified and to what relief, if any, is Mr. Fernando entitled.

Mr. Shirley Fernando of the Employers' Federation of Ceylon appeared for the Management and Mr. P. Rajanayagam appeared for the Ceylon Mercantile Union.

According to the Union, Mr. Fernando was recruited by the Company in August, 1961. At the time of termination, he was employed as a stores clerk in the Agricultural Division of the Company. On 3rd June, 1971, he was given a letter asking him to show cause why his services should not be terminated for "gross" misconduct on the allegation that he initiated the sale of certain items to a dealer of the Company and debited the amount to the dealer without a written order from the Proprietor. Mr. Fernando was also suspended with effect from the date of the letter.

Mr. Fernando explained the circumstances in which the sale had taken place pointing out that it has been the practice to execute orders given by dealers through their representatives and that in this instance the goods had been purchased by the van driver of the dealer who had called at the Company on earlier occasions to purchase goods on behalf of his employer.

The Company did not accept his explanation and after inquiry, terminated his services with effect from the date of his suspension.

The Union submitted that the termination of the services of Mr. Fernando is unjustified and requested his reinstatement with effect from the date of his discontinuance and payment of all remuneration due to him from that day.

Some evidence was led for the Management and on the 24th of October, 1972, the parties agreed, on suggestion by Court, to settle the dispute and on the 27th of October, the terms of settlement were duly signed by the parties. The terms of settlement are as follows:—

Without prejudice to the respective positions taken up by the parties in this case, the disputes has been settled on the following terms:—

1. The termination of the services of Mr. B. M. E. Fernando, with effect from 3rd June, 1971, will stand.
2. The Company agrees to pay Mr. Fernando ex gratia a sum of Rs. 4,000 in addition to the amount lying to his credit in the provident fund at the time of the termination of services.
3. Mr. Fernando will have no claims whatsoever against the Company, either statutory or otherwise except the sum of Rs. 4,000 and the amount in the provident fund.
4. The Company will also issue a certificate of service to Mr. B. M. E. Fernando.

(Vide terms of settlement filed of record marked "X")

I consider the terms just and equitable and I make my Award accordingly.

W. D. THAMOTHERAM,
Arbitrator.

Dated at Colombo, 25th November, 1972.

1-445

My No. C/I. 743.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Messrs. Indian Airlines, Colombo, with its Head Office at Airlines House, 113, Gurudwara Rakabganj Road, New Delhi (India), of the one part and United Corporation and Mercantile Union, 58, Jayantha Weerasekera Mawatha, Colombo (Sri Lanka), of the other part on the 19th day of December, 1972, is hereby published in terms of section 6 of the Industrial Disputes Act, Chapter 131, Legislative Enactments (Ceylon Revised Edition 1956).

W. L. P. DE MEL,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 5, 28th December, 1972.

Collective Agreement No. 6 of 1972

THE COLLECTIVE AGREEMENT made this nineteenth day of December, One Thousand Nine Hundred and Seventy-Two, pursuant to the negotiations between Indian Airlines, Colombo, with its Head Office at Airlines House, 113, Gurudwara

Raksganj Road, New Delhi (India), (hereinafter referred to as 'The Employer') of the one part and the United Corporations and Mercantile Union, 53, Jayantha Weerasekera Mawatha, Colombo (Sri Lanka), (hereinafter referred to as 'The Union') of the other part witnesseth and it is hereby agreed between the parties as follows:—

1. *Date of Operation and Duration.*—This Agreement shall be effective as from First February One Thousand Nine Hundred and Seventy Two, and shall thereafter continue in force unless it is determined by either party giving six (6) months' notice in writing to the other party. Provided however that any notice given by either party before the first day of February One Thousand Nine Hundred and Seventy Five shall be null and void.

2. *Employees to be covered and bound.*—The Agreement shall cover and bind the members of the Union employed in Indian Airlines belonging to the categories enumerated in the First Schedule hereto.

3. *Salaries.*—(a) As from First day of February One Thousand Nine Hundred and Seventy Two, each employee shall be paid a monthly salary in accordance with the scales of consolidated salaries set out in the Second Schedule hereto.

(b) A sum equivalent to arrears of wages as from the first day of February One Thousand Nine Hundred and Seventy Two, up to 30th November, One Thousand Nine Hundred and Seventy Two, shall be payable to and receivable by each employee as and by way of arrears of wages provided that:

- (i) no overtime/holiday allowance or other consequential payment shall be payable on such arrears of salary;
- (ii) each employee who was in the service of the employer as at the first day of February One Thousand Nine Hundred and Seventy Two, shall as from that date up to the date of cessation of his services or 30th day of November One Thousand Nine Hundred and Seventy Two, whichever shall be earlier be entitled to arrears of wages as set out above.
- (iii) from the arrears of wages payable to each employee in accordance with (b) above the employer shall be entitled to claim credit and deduct wages including *ad hoc* amount from 1.2.1972, already paid to that employee for the corresponding period.
- (iv) the employer shall be entitled to set off in reduction of the arrears of wages payable to any employee the arrears of provident fund contributions payable by that employee under the provisions of Provident Fund Act of Sri Lanka.

4. *Conversion (Fitment).*—For the purpose of ascertaining the monthly consolidated salary which an employee shall receive with effect from the First Day of February One Thousand Nine Hundred and Seventy Two the following provisions shall apply:

(a) The basic salary and all allowances including the Interim Devaluation Allowance received by an employee as on the thirty first day of January One Thousand Nine Hundred and Seventy Two, will be consolidated and to the total sum thereby arrived at will be added the *ad hoc* of 15 per cent. on basic salary granted to each employee with effect from the first day of February One Thousand Nine Hundred and Seventy Two.

(b) Having ascertained the total salary in the manner set out in (a) above each employee will be placed in the revised grade at the same stage, or if there is no equivalent stage at the next higher stage in the revised grade.

(c) Employees who have stagnated on the maximum of the pre-revised salary scale as at the first day of February One Thousand Nine Hundred and Seventy Two, will receive the benefit of an ex-gratia increment or increments under the pre-revised pay scale as set out hereunder:—

- (i) Employees who have stagnated on the maximum of the pre-revised pay scale for a period not exceeding two years will receive no increment or increments;
- (ii) Employees who have stagnated at the maximum of the pre-revised pay scale for a period not less than two years but not more than five years shall receive one increment on the pre-revised pay scale;
- (iii) Employees who have stagnated at the maximum of the pre-revised pay scale for a period not less than six years but not more than ten years shall receive two increments on the pre-revised pay scale;
- (iv) Employees who have stagnated on the maximum of the pre-revised pay scale for a period in excess of ten years shall receive three increments on the pre-revised pay scale.

(d) The amount of the increments calculated in the manner set out in (c) above shall be added to the salary arrived at in the manner set out in (a) for purposes of (b) above.

(e) *Reclassification of Messrs. C. Amarasinghe and D. F. O. Perera.*—(i) Mr. C. Amarasinghe will be reclassified as Cashier in the pay scale of Rs. 470—15—590—20—710—25—810 with effect from 1st February, 1972. His fitment in this pay scale, however, would be on the basis outlined in (a), (b) and (c) above.

(ii) Mr. D. F. O. Perera will be reclassified as Chargehand in the pay scale of Rs. 660—25—860—30—980—35—1,050 with effect from 1st February, 1972, with fitment at Rs. 920 from 1.2.1972.

5. *Increments.*—(1) In respect of each employee referred to in Clause 4 (c) (i), (ii), (iii) and (iv), the next incremental date shall be the first day of February One Thousand Nine Hundred and Seventy Three and thereafter the first day of February, of each succeeding year until the maximum of the revised grade is reached.

(2) In respect of Messrs. D. F. O. Perera and C. Amarasinghe the next incremental date shall be the first day of February One Thousand Nine Hundred and Seventy Three. (3) In respect of all other employees not referred to in (1) and (2) above the present incremental date shall remain unchanged.

6. *Gratuity.*—As and by way of gratuity under this clause, subject to the conditions presently applicable, the employer will pay the employee a sum equivalent to half-month's salary for every completed year of service subject to a maximum of 7½ months salary or a sum equivalent to Indian Rs. 30,000, which ever is less. This comes into effect from 1st February, 1972.

7. *Non-Recurring Cost of Living Gratuity.*—(a) An employee shall be entitled to receive and the employer shall be liable to pay a non-recurring cost of living gratuity to the employees in February each year in respect of the preceding twelve months (1st February to 31st January hereinafter referred to as the 'qualifying period') commencing from the first day of February One Thousand Nine Hundred and Seventy Two ascertained in accordance with the undernoted formula.

Formula.—If the average of the Colombo Consumers' Price Index for the qualifying period exceeds 148.0 (at which it stood on 1.2.1972) a sum computed at Rs. 2 for each complete point (i.e. 1.0) by which such average exceeds 148.0 in respect of each month of service during the qualifying period.

(b) The payment of the non-recurring cost of living gratuity in the manner set out in (a) above shall be subject to the following qualifications:—

- (i) such non-recurring cost of living gratuity shall also be payable by the employer to any employee who is eligible to receive the same by virtue of his service under the employer during a part of the qualifying year and is not in the employer's service when the non-recurring cost of living gratuity becomes payable in February of any year and such gratuity is also payable to an employee who joins the service of the employer during the qualifying year in which event he shall receive such gratuity only in respect of the number of completed months of service he has to his credit during the qualifying year.
- (ii) No non-recurring cost of living gratuity shall be payable to any employee in respect of any day or month in respect of which he receives no salary for any reason whatsoever.
- (iii) in the event of the Interim Devaluation Allowance being rescinded by law, the amount of such Interim Devaluation Allowance shall be deducted from the non-recurring cost of living gratuity payable to each employee.
- (iv) In computing the non-recurring cost of living gratuity payable under this clause for the period February, 1972 to January, 1973, the employer shall be entitled to claim credit and adjust the sums already paid on this account to each employee by way of special non-recurring cost of living gratuity.
- (v) Payment under this clause will not attract Provident Fund contribution or overtime/holiday allowance or gratuity.

8. *Chargehand.*—The grade of Chargehand shall be personal to Mr. D. F. O. Perera, who will, however, continue to perform the duties and accept the responsibilities of a Senior Mechanic as hithertofore. On Mr. D. F. O. Perera ceasing to be employed by the employer for any reason whatsoever, the grade of Chargehand shall be abolished.

9. *Overtime.*—(1) If required by the employer an employee shall work reasonable overtime authorised by the employer. Refusal to work reasonable overtime in the absence of a satisfactory explanation which is acceptable to the employer shall constitute neglect of duty for which an employee shall be liable to appropriate disciplinary action.

(2) Overtime work (i.e. work performed in excess of normal working hours) shall be remunerated at one and one half (1½) times the normal hourly rate.

10. *Retirement.*—An employee has the option of retiring at the age of fifty-five (55) or at any time thereafter and shall retire on attaining the age of sixty (60) years. Provided however that if the employer requires to retain the services of an employee who has attained the age of sixty (60) years, the employee shall be offered fresh employment on a temporary basis so long as the employer requires the services of such employee.

11. *Disputes Procedure.*—(1) In the first instance the Union shall submit any demand on behalf of its members to the employer of such members and give the employer at least ten (10) days' time within which to reply. If in the Union's opinion the employer's reply is unsatisfactory the Union and the employer shall explore the possibility of reaching a settlement.

(2) When the Union concludes that negotiations with the employer have been abortive it shall ask the Department of Labour to intervene and give the Department not less than ten (10) days to arrange conferences and/or discussions with a view to a settlement of the dispute. Negotiations under the aegis of the Department of Labour shall then proceed until the Department reports failure.

(3) Subject to the provisions of clause 15 hereof all disputes between the Union and an employer or between the parties hereto shall be settled in accordance with the provisions of the Industrial Disputes Act and the regulations made thereunder.

(4) Any party to this Agreement shall not instigate, support or engage in any unfair labour practice during the currency of this Agreement.

12. *How Anomalies in the course of implementing this Agreement shall be dealt with.*—Any anomaly arising from the implementation of this Agreement shall be settled by negotiations between the employer and the Union, and if the matter cannot be settled by negotiations the matter shall be settled in accordance with the provisions of the Industrial Disputes Act and the regulations made thereunder.

13. *Trade Union Action.*—The Union and its members who are employees covered and bound by this Agreement jointly and severally agree with the employer who is bound by this Agreement that during the continuance in force of this Agreement they shall not engage in any strikes or other form of trade union action against the employer in respect of any dispute, whether or not such dispute is related to the Agreement, except where such dispute has been caused by an act of the employer which in the opinion of the controlling body (by whatsoever name called) is mala fide or vindictive or calculated to threaten or undermine the existence or the legitimate activities of the Union and/or its members or is grossly unfair or seriously detrimental to the interests of the Union and/or its members. Provided however that at least seven (7) days' notice in writing shall be given by the Union to the employer and the Commissioner of Labour before the date of commencement of any intended strike or other form of trade union action consequent on an act of the employer which in the opinion of the controlling body (by whatsoever name called) is mala fide or vindictive or calculated to threaten or undermine the existence of legitimate activities of the Union and/or its members or is grossly unfair or seriously detrimental to the interests of the Union and/or its members.

14. *Variation of Terms and Conditions of Employment and Benefits.*—(1) The Union and its members who are employees covered and bound by this Agreement jointly and severally agree with the employer who is bound by this Agreement that during the continuance in force of this Agreement they will not seek to vary, alter or add to all or any of the terms and conditions of employment presently applicable to any of the employees covered and bound by the Agreement as amended or altered in terms of this Agreement or all or any of the benefits presently enjoyed by any of the employees covered and bound by this Agreement other than by mutual agreement.

(2) The Employer who is bound by this Agreement agrees with the Union and its members covered and bound by this Agreement not to seek to vary, alter or withdraw all or any of the benefits presently enjoyed by the employees covered and bound by this Agreement other than by mutual agreement, subject to the alterations agreed to in this Agreement.

(3) Any dispute or difference arising from negotiations under the provisions of sub-clause (1) or (2) may be received by voluntary arbitration but only if both parties concerned agree to submit such dispute or difference for settlement by voluntary arbitration.

15. This Agreement is in full and final settlement of all charters of demands placed on the Management of Indian Airlines on behalf of the workmen covered hereunder.

16. This Agreement is subject to the approval of the Board of Directors of Indian Airlines and of the Government of India. Provided, however, that the revised salary under this Agreement will be paid with effect from the salary for the month of December, 1972. The payment of arrears, if any, will be made as early as possible but not later than the 31st January, 1973.

19th December, 1972.
Colombo (Sri Lanka).

For United Corporations & Mercantile Union.

(Sgd.) Percy Wickremesekera,
General Secretary,
United Corporations & Mercantile Union,
No. 53, Jayantha Weerasesekera Mawatha,
Colombo 10 (Sri Lanka).
Date: 19th December, 1972.

For Indian Airlines

(Sgd.) Captain J. Joseph
Regional Director,
Madras Region,
Indian Airlines,
113, Gurudwara Rakabganj Road,
New Delhi (India).
Date: 19.12.72.

Witnesses:

For United Corporations & Mercantile Union.

1. (Sgd.)
(D. F. O. Perera, Senior
Mechanic).
President, Indian Airlines
Branch,
U.C.M.U.

For Indian Airlines.

1. (Sgd.)
E. V. Jacob), Financial
Adviser and Chief Accounts
Officer,
Madras Region, Indian
Airlines.

2. (Sgd.)
(P. Tennekoon) Traffic Clerk,
Secretary, Indian Airlines
Branch,
U.C.M.U.

2. (Sgd.)
(O. P. Bhasin) Industrial
Relations Adviser, Madras
Region, Indian Airlines.

Date: 19th December, 1972.

Date: 19.12.72.

SCHEDULE I

CATEGORIES OF EMPLOYEES TO BE COVERED

1. Cargo/Passenger Supervisor.
2. Senior Traffic Assistant/Secretary.
3. Traffic/Accounts Clerk/Junior Cashier.
4. Loader.
5. Peon.
6. Driver.
7. Transport/Cabin/Engineering Cleaner.
8. Senior Mechanic.
9. Junior Mechanic.

1-514

My No. C/I. 24.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Messrs. Ceylon Tobacco Company Ltd., 108, George R. de Silva Mawatha, (Skinner's Road North), Colombo 13 of the one part and all Ceylon Commercial and Industrial Worker's Union of 457, Union Place, Colombo 2 of the other part on the 20th day of October 1972, is hereby published in terms of Section 6 of the Industrial Disputes Act, Chapter 131, Legislative Enactments (Ceylon Revised Edition 1956).

W. L. P. DE MEL,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 5, 28th December, 1972.

Collective Agreement No. 5 of 1972

Collective Agreement
between

Ceylon Tobacco Company Limited
and

The All Ceylon Commercial and Industrial Workers' Union

This Collective Agreement made this Twentieth day of October, One Thousand Nine hundred and seventy two between Ceylon Tobacco Company Limited, No. 108, George R. de Silva Mawatha (Skinner's Road North) Colombo 13 (hereinafter referred to as the "Company") of the one part and the All Ceylon Commercial and Industrial Workers' Union of No. 457, Union Place, Colombo (hereinafter referred to as the "Union") of the other part.

Whereas the parties hereto desirous of promoting and improving the harmonious industrial relations between the Company, the employees and the Union, and appreciating the need for greater productivity, hereby reaffirm and agree to abide by the terms and conditions set out hereunder:—

The Company on its part seeks to discharge its duties towards its employees—

- (1) by realistic and generous understanding and acceptance of their needs and rights, and an awareness of the social problems of industry;
- (2) by providing fair salaries, good working conditions, job security, good retirement benefits, an effective machinery for the speedy redress of grievances and suitable opportunities for promotion and self development.

The Union and the employees on their part, seek to discharge their duties towards the Company—

- (1) by co-operating with Management in improving attendance, productivity and discipline;
- (2) by suggesting ways and methods and participating in improving production, improving methods and processes and avoiding waste and ensuring observance of Company Standing Orders, Rules and Procedures; and
- (3) by involvement and active participating towards the realisation of the Company's objectives as outlined in (1) and (2) above.

Now the agreement witnesseth and it is hereby agreed by and between the parties as follows:

1. *Title.*—This Agreement shall be known and referred to as the "Non-Tally Numbered Employees' Collective Agreement 1972".

2. *Parties and Employees to be covered and Bound.*—This Agreement shall bind the Company and the Union and the Non-Tally Numbered Employees of the Company who are members of the Union.

3. *Date of Operation and Duration.*—This Agreement shall be effective as from the Twentieth day of October One Thousand Nine Hundred and Seventy Two and shall thereafter continue in force unless it is determined by either party by giving six months' notice in writing to the other provided no such notice shall be given by either party until the completion of three years from the Twentieth of October, One Thousand Nine Hundred and Seventy Two.

4. *Wage Increase.*—The Company agrees to grant a Salary increase of Rs. 20 per month to each Non-Tally Numbered employee as from the 1st day of October, One Thousand Nine Hundred and Seventy Two. Provided, however, a sum equivalent to arrears of salary as from the 1st day of March, 1971, up to the 30th day of September, 1972, shall be payable to and receivable by each Non-Tally Numbered employee who is entitled to the same, as and by way of a Special Non-recurring Gratuity. Provided further, that the Company shall be entitled to set off in reduction of the Special Non-recurring Gratuity payable to any Non-Tally Numbered employee, the arrears of Provident Fund contributions payable by that employee at the rate of 10% for the period 1st March, 1971 to 30th September, 1972. The Company for its part will pay into the Provident Fund of each employee covered by this Agreement, arrears of Provident Fund contributions for the period 1st March, to 31st December, 1971, at the rate of 10% and for the period 1st January to 30th September, 1972, at the rate of 12%, in the case of employees over 15 years service, 15% of the Consolidated Salary.

It is hereby especially understood and agreed upon that in consequence of this Wage Increase, the Company shall not be bound to consider any request made for a wage increase, made by or on behalf of Non-Tally Numbered employees, for a period of not less than three years commencing from the date hereof.

5. *Provident Fund.*—The Company agrees to increase its contribution to the Provident Fund in respect of each employee, from 10% to 12% of the consolidated salary. In the case of employees over 15 years service the Company will contribute 15% of the Consolidated Salary.

6. *Retiring Gratuity.*—The Union prefers a Gratuity Scheme & a Pension Scheme, and the Company therefore agrees to pay a Gratuity to every employee who retires from the service of the Company on attaining the age of retirement, provided he/she has completed a minimum of 10 years' service. Such gratuity will be calculated at the rate of one month's consolidated salary for each completed year of service, up to a maximum of 20 months' consolidated salary. For this purpose, the calculation will be based on the monthly salary (excluding allowances) drawn by the employee at the time of retirement.

7. *Productivity Bonus.*—The Company will pay a Productivity Bonus of Rs. 15 (fifteen) per month, to every employee who is present for work on all working days in the month. Any employee who is on privilege or accident leave will be regarded as present for work for this purpose. Any employee will be entitled to take one and a half hours short leave once every month and such leave will not be counted as absence for this purpose.

The Productivity Bonus will be paid once in 4 (four) months, i.e. on 31st March, 31st July, 30th November, each year. The Union on its part agrees to assist the Management in improving productivity and attendance. This payment will not attract Provident Fund, as it is not part of remuneration.

8. *Recruitment.*—Recruitment is entirely a Management function, but nevertheless, the Company agrees to allocate 50% of the vacancies in the unskilled categories available at any time of recruitment, to the children or brothers of employees, both in the Tally and Non-Tally categories, subject to the following conditions:—

- (a) The employees whose children or brothers to be so considered for recruitment, should have a minimum of 20 (twenty) years' service with the Company.

- (b) Only 1 (one) child or brother, as the case may be, will be considered for recruitment, so that at any time there should not be more than 2 (two) persons per family in employment in the Company.

- (c) Candidates should satisfy the minimum requirements for recruitment currently in force, which includes an Aptitude Test.

9. *Leave.*—The entitlement of 21 (twenty-one) days' Sick Leave per year, will be extended to all employees irrespective of service.

In the case of infectious diseases, the Company agrees to grant special paid leave up to 14 (fourteen) days, provided the employee concerned submits a Medical Certificate from the Medical Officer of Health of the area in which the employee resides. It is considered that the present entitlement of Casual, Privilege and Maternity Leave are adequate, and the Company cannot grant any extensions thereto.

10. *Check off.*—The Company agrees, on the written request of an employee to deduct monthly from his wages the membership subscription payable to the Union. The amount so deducted from the wages of employees will be remitted to the Union each month.

11. Management reserves the qualified right to pay a 1st shift allowance of Re. 1.25 or a 2nd shift allowance of Rs. 5 to Sectionmen who work continuously on the 1st or 2nd shifts respectively if at any time it is found that there are not enough Sectionmen for rotation of duties between the 1st and 2nd shifts.

12. *Work during Official Lunch Break.*—The Union agrees that, whenever it becomes necessary to work during the official lunch break so as to maintain production due to machine breakdown earlier in the day, employees will work during the official (normal) lunch/dinner interval provided they are given an interval between 11 a.m. and 12.30 a.m. on the first shift or an interval between 7.30 p.m. and 9 p.m. on the 2nd shift, or an interval between 11 a.m. and 1 p.m. on the common shift.

13. The Union agrees that its membership will work on weekly, customary, statutory, Company or any other holiday if called upon by Management, provided payments are made on the basis currently in force.

14. The Union agrees that Sectionmen/Section Mechanics—

- (a) will assist in the overhaul, planned and preventive maintenance of their machines;
- (b) will act as Operators in the Primary Manufacturing Department when regular operators are not present, subject to a limitation of two days at a time;
- (c) are liable to be transferred from one department to another or from one section to another within the same department.

15. The Union agrees that the sectionmen/section mechanics will assist in the training of other categories of employees and that they will be responsible for keeping their section clean and checking the performance of the machines in their section.

16. *Bonus.*—(a) Without prejudice to the existing bonus schemes and without prejudice to the Company's claim that bonus payments by the Company in the past and as provided in this Agreement are *ex-gratia*, the Company will, subject as hereinafter provided, continue to pay each employee a bonus which will not be less than the sum of money paid to him as his bonus for the year immediately preceding the signing of this agreement. If in any year, the Company, at its discretion reduces the bonus to an amount less than the sum of money paid to each employee as bonus for the year immediately preceding the signing of this Agreement, the Union may canvass such reduction of bonus with the Company. If the Union is not satisfied with the Company in the matter, the Union may pursue the matter with the Employers' Federation of Ceylon of which the Company is a member. If the dispute as to the reduction of the bonus is not settled with the Employers' Federation, the same shall be referred to a Committee of three persons (hereinafter referred to as "a Bonus Committee"), which shall be constituted in accordance with the provisions of sub-clause (b) for settlement in the manner hereinafter set forth.

(b) At the request of the Employers' Federation of Ceylon or the Union or both parties with notice thereof to the other made in writing to the Commissioner of Labour, the Honourable Minister of Labour will constitute a Bonus Committee in accordance with the procedure laid down in the Collective Agreement between the Employers' Federation of Ceylon on the one hand and the constituent unions of the Ceylon Federation of Labour, the Ceylon Federation of Trade Unions and the Sri Lanka Independent Trade Union Federation on the other.

Any dispute relating to a reduction of the bonus shall be dealt with in the manner and in accordance with the procedure set out in the Collective Agreement between the Employers' Federation of Ceylon and the constituent unions of the Ceylon Federation of Labour, the Ceylon Federation of Trade Unions and the Sri Lanka Independent Trade Union Federation.

(c) The payment of a bonus exceeding the sum of money paid as bonus to employees in the year immediately preceding the signing of this Agreement, shall be at the sole discretion of

the Company and shall not be called in question by the Union nor shall the Company's failure or refusal to pay such bonus be the subject of any dispute.

17. *Grievance Adjustment Procedure.*—In the event of any dispute or grievance other than a dispute or grievance in relation to any kind of bonus, arising between the employee and the Management or between the Union and the Company, the following procedure shall be followed for the settlement of such dispute, or in resolving such grievance.

- (a) The employee or the Branch Union departmental representative will, in the first instance, discuss the dispute or grievance with the Departmental Supervisor.
- (b) If the grievance or dispute is not satisfactorily resolved, the employee or the departmental union representative may then discuss the matter with the Departmental or Assistant Departmental Manager. The Departmental Manager will, if necessary, in consultation with the Factory Management endeavour to arrive at a satisfactory solution in respect of the grievance or dispute.
- (c) In the event of the grievance or dispute not being resolved at the level of the Departmental Manager, the issue in dispute will then be discussed by the employee or Branch Union Secretary and the Departmental Union Representative with the Assistant Factory Manager/Chief Engineer.
- (d) If no satisfactory solution is arrived at, then the issue in dispute will be discussed by the Branch Union and the Factory Management. At such discussion, the number of representatives on each side shall not exceed four. Such discussion will be arranged by the Factory Personnel Office generally within five days of a request being made by the Branch Union Secretary.
- (e) The Branch Union Secretary or the Departmental Union Representative who wishes to discuss any matter with the Assistant Factory Manager/Chief Engineer or the Factory Personnel Manager, will do so by prior appointment except where the matter is very urgent.
- (f) If the dispute or grievance remains unresolved, the Branch Union may then raise the issue for discussion with the Company through its Parent Union. The Company will then, within ten days of a request being made by the Parent Union, arrange to discuss the issue in dispute with the Parent Union in association with the Employers' Federation of Ceylon, of which the Company is a member.
- (g) The Branch Union Secretary and/or the Departmental Union Representative concerned may discuss any issue in dispute with the Factory Management during working hours, provided on each such occasion the General Secretary or Departmental Union Representative concerned obtains the permission of the Assistant Departmental Manager to leave his place of work.
- (h) In the event of a dispute or grievance not being resolved or settled under the preceding sub clauses (a) to (f), the parties shall agree on a statement of issues in dispute and such issues shall be referred to voluntary arbitration under section 3—1 (d) of the Industrial Disputes Act for adjudication, provided however, that should the parties fail to agree on the statement of issues in dispute, each party shall furnish the Commissioner of Labour with a statement setting out the issue in dispute and thereafter the Commissioner of Labour shall set out the issues in dispute to be referred to a Board of Arbitration. The Board of Arbitration shall be composed of three Arbitrators, one of whom will be nominated by the Company, the other by the Union and the third jointly by the two Arbitrators already nominated, who shall be Chairman. In case no agreement is reached on the third member of the Board of Arbitration, the Commissioner of Labour shall nominate the third Arbitrator from among retired judges of the Supreme Court or District Court, who shall be the Chairman.
- (i) Any Award of the Board of Arbitration made in consequence of the above procedure, shall be accepted as final and binding on the parties hereto. Provided however that—
 - (a) if the dispute or grievance is of a general or collective nature affecting the employees as a whole, then the procedure mentioned in clauses (d) to (h) will only apply; and
 - (b) where the issues involved are issues which will affect a number of other members of the Employers' Federation of Ceylon, the provision of clause (h) shall not apply unless the Council of Employers' Federation of Ceylon concurs in the application of the provisions of clause (h) to such dispute.
 - (c) The Grievance Adjustment Procedure laid down in clause 17 of this Agreement will not apply to any dispute relating to Bonus of any kind. Such disputes shall be dealt with under the procedure laid down in Clause 15 of this Agreement.

The procedure laid down above is in addition to and not in substitution of the normal and accepted channels of communication which is available to any employee to make his own representation on his own behalf to the Management.

The fees payable to the members of such Board of Arbitration shall be borne equally by the parties to the dispute.

18. *Declaration of Principle.*—(a) Both the Company and the Union accept the principle that the special considerations affecting the Company are such that wage and salary rates are a proper subject for collective bargaining between the Company and the Union, and that the actions of other employers including Government Corporations and the Government of Ceylon in their capacity as Employers of labour, regarding the amount and timing of wages increases are not automatically relevant in the context of the Company, except where otherwise provided by legislation.

(b) In cases in which Government does provide by legislation for benefits including increases in wages, gratuity, etc., the following shall apply—

- (i) When such benefits are more favourable to the benefits stipulated, only the difference between such benefits provided by such legislation and the benefits stipulated herein, shall be added to the said benefits stipulated herein.
- (ii) When such benefits are equal or less favourable to the benefits stipulated herein, they shall not be added to or compounded with the said benefits stipulated herein.
- (c) The stipulations contained in para. (b) above are without prejudice to the principle contained in paragraph (a) above.

19. *Trade Union Action.*—The Union hereby undertakes in respect of all the terms and conditions of employment covered by this Agreement, not to seek to vary or alter or add any such terms or conditions other than by negotiation during the currency of this Agreement, and hereby expressly undertakes in respect of any dispute arising on matters covered by this Agreement or on matters not covered by this Agreement, not to engage in any strike, boycott, go-slow or other similar forms of trade union action, but will have all disputes settled in accordance with the procedure set out in clause 16 and clause 17 of this Agreement, except where such dispute has been caused by an act of the Company which in the opinion of the controlling body (by whatsoever name called), of the All Ceylon Commercial and Industrial Workers' Union concerned in such dispute, is *mala fide* or vindictive or calculated to threaten or undermine the existence or the legitimate activities of the Union and/or its members, or is grossly unfair or seriously detrimental to the interests of the Union and/or its members. Provided, however, that at least seven (7) days' notice in writing shall be given by the Union to the Company, the Employers' Federation of Ceylon and the Commissioner of Labour before the date of commencement of the intended strike or other form of trade union action consequent on an act of the Company which in the opinion of the controlling body (by whatsoever name called), of the All Ceylon Commercial and Industrial Workers' Union, is *mala fide* or vindictive or calculated to threaten or undermine the existence or the legitimate activities of the Union and/or its members, or is grossly unfair or seriously detrimental to the interests of the Union and/or its members.

The Company for its own part, undertakes during the currency of this Agreement, not to enforce any Lock-out against its employees.

20. *Exclusion of new Demands.*—No further demands in connection with the contents of this Agreement or those matters which were subject to bargaining during the negotiations leading to the signing of this Agreement shall be put forward or requested by the Union during the operation of this Agreement.

21. *Extension of Benefits to other non-tally Numbered Employees.*—The Company reserves to itself the right to extend the benefits accruing under this Agreement to employees referred to in Clause 2 of this Agreement, to all Non-Tally Numbered employees or any other categories of employees in the employ of the Company.

22. *Action in Contravention of this Agreement.*—In the event of the Union or a group of employees acting in contravention of this Agreement by not following the procedure set out in Clause 16 and/or Clause 17 hereof for the settlement of disputes, the Company reserves to itself the right to withdraw all or any of the privileges or benefits granted to employees by this Agreement.

23. Both parties to this Agreement accept the position that the provision of this Agreement shall, subject to Clause 22, continue to be observed by the Company and the Union during the period of notice relating to the termination of this Agreement referred to in Clause 3 and during the period of negotiation for a revised Collective Agreement.

24. *Definitions.*—In this Agreement unless excluded by the subject or context the following words shall have the meaning set opposite them:

Words	Meaning
"Company"	... The Ceylon Tobacco Company Limited.
"Union"	... The All Ceylon Commercial and Industrial Workers' Union.
"Branch Union"	... The lawfully constituted Branch in the Company of the All Ceylon Commercial and Industrial Workers' Union for the Non-Tally Numbered employees.
"Dispute or Grievance"	Refers to and will have the same meaning as the definition of "Industrial Dispute" in the Industrial Disputes Act.

IN WITNESS WHEREOF the parties aforesaid have hereunto set their hand at Colombo AUBREY CHRISTOPHER DE ALWIS, ALEXIS DEODATUS JOSEPH PERERA and GILBERT LEONARD WILLIAM AMERASEKERA for and on behalf of the said CEYLON TOBACCO COMPANY LIMITED, and ALUTGAMA HEWAGE PREMASIRI, President of the Non-Tally Numbered Employees Branch Union of the ALL CEYLON COMMERCIAL AND INDUSTRIAL WORKERS' UNION, DEDIWALAGE PAULIS, Secretary of the Branch Union of the All Ceylon Commercial and Industrial Workers' Union, SELLAPPERUMA ARACHCHIGE WILMOT SILVA, President of the All Ceylon Commercial and Industrial Workers' Union, SIRIWARDENA ARACHIGE SOMA SIRIWARDENA, Joint Secretary, All Ceylon Commercial and Industrial Workers' Union, have set their hands for and on behalf of the said ALL CEYLON COMMERCIAL AND INDUSTRIAL WORKERS' UNION, on this Twentieth day of October, One Thousand Nine Hundred and Seventy Two.

WITNESSES TO THE SIGNATURES OF THE SAID
AUBREY CHRISTOPHER DE ALWIS
ALEXIS DEODATUS JOSEPH PERERA
AND
GILBERT LEONARD WILLIAM AMERASEKERA

1. _____
2. _____

WITNESSES TO THE SIGNATURE OF THE SAID
ALUTGAMA HEWAGE PREMASIRI
DEDIWALAGE PAULIS
SELLAPPERUMA ARACHCHIGE WILMOT SILVA
AND
SIRIWARDENA ARACHIGE SOMA SIRIWARDENA

1. _____
2. _____

1-508

My No. W. 05/545.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 132

THE Award transmitted to me by the President, Labour Tribunal, to whom the industrial dispute, which had arisen between the Ceylon Estates Staff's Union, 13, Kande Vidiya, Kandy and the Superintendent, Kiribathgalla Group, Nivitigala was referred by Order, dated October 2nd, 1967 made under section 4 (1) of the Industrial Disputes Act, Chapter 131 as amended and published in *Ceylon Government Gazette* No. 14,770 of October 13, 1967, for settlement by arbitration, is hereby published in terms of section 18 (1) of the said Act.

W. L. P. DE MEL,
Commissioner of Labour.

Department of Labour,
Colombo 5, 03 January, 1973.

I. D. L. T. R./24.

IN THE MATTER OF AN INDUSTRIAL DISPUTE
between

The Ceylon Estates' Staffs' Union,
13, Kande Vidiya, Kandy
(On behalf of Mr. A. Weerasekera)

AND

The Superintendent, Kiribathgalla Group,
Nivitigala.

Award

THIS is an award in terms of Section 17 in the Industrial Dispute Act. By his order dated 2.10.67 the Hon. Minister of Labour, Employment and Housing referred the dispute between the parties above-named to this Tribunal for settlement by arbitration.

The statement of the learned Commissioner of Labour acts out the dispute between the parties as follows:—

"Whether the termination of employment of Mr. A. Weerasekera is justified and to what relief he is entitled."

The Respondent in his statement filed on the 6.10.67 has awarded that the workman had been discontinued from service on the basis of a charge sheet pleaded as part and parcel of it.

The Charge sheet itself reads as follows:—

"You are hereby called upon to show cause in writing within a period of 14 days from the date you receive this letter as to why your services should not be terminated on the following grounds.

1. That you did on the 10th November, 1965, give a name for tapping to a worker called Podineris although the said worker did not work on that day.
2. That you did on the 1st November, 1965, give a name to a worker called Pablis for tapping although the said worker did not work on that day.
3. You did on the 17th November, 1965, give a name to a worker called Magilin Nona for tapping although the said worker did not work on that day.
4. You did incorrectly show the Factory Weight of latex in your pocket checkroll in order that the management would not notice that your checkroll weight of latex was in excess of your factory weight and thereby attempted to deceive the management.
5. You have shown continued unsatisfactory work in that you have been warned by my letters dated 6th December, 1962, 4th December, 1963, 5th January 1965 and 21st July, 1965."

The applicant was dismissed on the 11.1.1966.

The workmen above-named was at the time of his dismissal a field officer in charge of Dombagalle Division which forms a part of Kiribathgalla Group of which the respondent was the Superintendent. The workmen has enjoyed a service of 23 years and at the time of his discontinuance was drawing a salary of Rs. 405. I must say at the outset that Mr. Weerasekera did not impress me as a particularly intelligent individual or as a remarkably efficient supervising officer. Indeed there had been warnings by various Superintendents who held authority over him, and from the tenor of his replies to these letters of warning he appeared to be a person who took them lightly. There is little evidence of his fighting back or making more than a half-hearted affect to justify his lapses by excuses of a plausible nature. His tactics was to admit his fault and to ask for forgiveness. It is perhaps this endearing trait and his long service on the estate that gave him a special position which he otherwise undoubtedly would not have enjoyed.

I must also say that although the words 'shortage' and 'excess' appear in charges against the workman, there was at no stage a serious attempt on the respondent's part to imply that Mr. Weerasekera had been dishonest or fraudulent, nor that the estate has suffered loss. The fact is that these suggestive words were used in a loose sense and at no stage has any physical shortage, short-fall or loss been alleged or proven. Indeed all the charge relate to wrong book entries. They do not reflect actual loss or shortage. The respondent seeks by the proof of these charges to establish the workman's inefficiency—not his dishonesty.

Now, Mr. Weerasekera's immediate superior was one Mr. Peiris, who perhaps was one of those efficient young men to whom the workman's easy going ways must have been—to say the least—irritating. It is in evidence that Mr. Peiris brought to the notice of the Superintendent, Mr. Goudar—a genial understanding person—a series of faults or lapses on Weerasekera's part, in regard to the check rolls of the month of November, 1967. On the basis of these complaints Mr. Weerasekera was asked to "comment" on some items set down in a letter dated 7.12.65 (marked R5). Typically Mr. Weerasekera admitted everything and made only token explanations to the several charges. The Superintendent in turn dropped several of the items and served upon him the Charge Sheet which has been reproduced above. The workman's reply thereto has obviously not been drafted by himself for it is completely out of character and this is perhaps why the Superintendent was lead to discontinue him from service.

Of the charges set out the first 3 relate to incorrect entries of names in the Pocket Check roll. Ex facie this is not a serious matter and certainly does not warrant the non-employment of a person so long in service. Mr. Weerasekera was the Officer in charge of the division and it was his task to take muster every morning, to assign tappers to various blocks, and thereafter to supervise their work, and in the evening, to enter details in the pocket check roll. At times he was present at the weighing of the latex after tapping and it is in evidence that some weighing sheets reflecting the poundage of latex collected have also been entered by him. (Weighing sheets are lists of names showing the poundage of latex brought by each worker for the day).

It was the contention of the management that all the particulars in the weighing sheets should have been carefully reproduced in the pocket check roll and indeed the applicant has conceded that his task when entering the checkroll was to accurately set down the weights of latex brought in by each tapper as given in the weighing sheets against the appropriate names in the pocket checkroll. This was entirely a clerical function. The first three charges refer to inaccurate entry of the weighing sheet particulars in the pocket check roll. The workman has admitted that it was he who entered the particulars and that they were incorrect. He had explained that these were due to 'oversight'.

The first charge, e.g., referred to one Podineris who has been marked present on 10.11.65 on the checkroll (R2) although on the relevant weighing sheet of that day (R3) he is shown to be absent. Mr. Weerasekera had a plausible explanation, which was that while the weighing sheet showed the names of two Podineris (one of whom was present) only one appeared in the checkroll. When he came to the name Podineris in the checkroll he had assumed that he was the Podineris referred to in the weighing sheet as being present and had accordingly marked him present in the checkroll with the relevant poundage.

The second charge is similar and refers to one Pablis being given a name in the check roll in respect of the same date although according to the relevant weighing sheet (R1) Pablis had not worked on that day. One Somapala had substituted for him on that particular block. Here again Weerasekera claimed that it was natural mistake and in referring to the weighing sheet he had overlooked Somapala's name appearing against that of Pablis enclosed in brackets and had mechanically credited the poundage earned by Somapala to Pablis. Now both these weighing sheets had not been drawn up by Mr. Weerasekera but by Ramiah whose handwriting appears thereon. It is clear, therefore, that Weerasekera was not present at the weighing when the weighing sheets were entered, and that the errors in transcription could very well have been made by oversight.

No such explanation is forthcoming in respect of Magilin Nona which forms the substance of the 3rd charge. The particular weighing sheet is entirely in the handwriting of Weerasekera. As against Magilin Nona's name he has entered the name of Pitchai and in the course of transcribing the particulars on to the check roll has recorded 'names' for both Magilin Nona and Pitchai (although Magilin Nona was absent). Not only that, Magilin Nona had ever been assigned a poundage Weerasekera had no explanation to give for this discrepancy nor as to how the poundage given to the two people varied.

The third charge therefore must be taken as have been established.

Mr. Anandappa conceded at the very outset that there was no question of dishonesty on the applicant's part. At no stage did the management allege that the workman had been guilty of fraud, or that the company suffered loss or that Weerasekera profited by 'these errors'. When weighing the substance and gravity of these charges one must therefore place them in proper perspective. Even if they are proven they admittedly do not constitute evidence of dishonesty, fraud or deception. The management position never was that it had suffered loss as a result of Weerasekera's irregularities or that Weerasekera had been unjustifiably enriched in some way. They are, in fact, inaccurate postings in registers which undoubtedly must be maintained accurately for purposes of accounting. They are the types of lapses upon which Weerasekera had previously been warned and I have no doubt would even have been warned on this occasion too and continued in service had not something happened in relation to the next charge.

Now the division in which Weerasekera worked was a budded rubber plantation. Workmen are assigned blocks and they collect their latex in containers and gather at the weighing shed for the purpose of ascertaining the poundage that has been harvested. The rubber latex is a fluid which is not measured in terms of its cubic capacity but on the hypothetical dry weight the particular latex would have at a certain point of preparation in the manufacture of rubber. The pure latex or 'dry weight' content is assessed by means of an instrument known as a Metrolac. This is a meter which when immersed in the latex measures the dry rubber content on the principal of specific gravity. When the latex of each workman is measured with the Metrolac at weighing time it is entered in the weighing sheet against his name. Now, everyone concedes that the Metrolac is not an accurate gauge of the dry rubber content of a particular consignment of latex. This could be gauged accurately only after the latex is collected at the factory and when it is—after coagulation—at a certain stage of manufacture. It is the weighing at this stage (which is also an assessment of the dry rubber content of latex)—still in a wet but semi-processed state—that is called the factory weight. This weight is a more accurate reading of the dry rubber content and forms the basis of the figures of production in the records. The weight of latex recorded in the weighing shed, therefore, is only a tentative weight and must be adjusted so as to conform to the more precise factory weight. Now, the factory weight is a collective weight and there is no individual reading of the latex collected by particular tappers. The factory weight represents, in other words, the most precise measurement of the dry rubber content of latex harvested on any particular day by the entire division. The monthly total of the daily factory weight of latex is called the monthly factory weight of latex.

It is natural in view of the imperfections of the Metrolac reading for there to be major discrepancies between the total field weight for the day and the total factory weight for the same day. Since the factory weight is the more precise measurement and production is geared to that figure, the field weight of latex is required to be adjusted in line with it. For some reason Rubber Estate managements view the requirement that the field weight of latex should not exceed the factory weight with a sanctity not quite intelligible to us mortals. Although one can appreciate the need to have rational figures, it is not easy to understand the emphasis placed upon this aspect of the matter nor the inflexibility with which it is viewed. What is important, however, is to grasp that this rule is one of paramount importance. It is against the background of this rule that charge No. 4 has to be considered.

Now, Weerasekera was required in the course of his duties to enter a schedule of the monthly latex harvested in the pocket check roll. This summary shows firstly the monthly factory weight of latex and of scrap together with the total of these two items (which figures are furnished by the factory) his task being merely to transcribe them in the checkroll. Under these particulars it was his duty, secondly to write down the monthly field weight of latex as well as scrap and the total thereof (which are gleaned from the weighing sheets kept with the Weerasekera himself). At a glance if the field weights are shown to be less than the factory weights the books pass scrutiny.

The contention of the management was that in respect of the month of November the field weight i.e. the total poundage harvested by the tappers of Weerasekera's division as per the weighing sheets for that particular month exceeded the total factory weight as given by the factory authorities. Since such an excess

on the face of the books would have resulted in further investigation, Mr. Weerasekera had by the expedience of transferring 400 lbs. out of the scrap latex of the factory weight on to the latex (proper) of that particular month made out that the field weight was within the levels laid down by the administration. That is to say he has added 400 lbs. on to the figure given by the factory of the monthly latex and reduced 400 lbs. from the total monthly scrap latex without tampering with the overall total. Although this kept the field weight within the limits prescribed the office staff to whom the figures were continually submitted detected the discrepancy and brought it to the notice of the Superintendent. That is how the charge No. 4 has come to be framed in R5 in that particular manner 'factory weight of latex (i.e. latex proper) in pocket check roll has been (wrongly) shown as 29,125 lbs. While actual factory weight (i.e. as given by the factory) is 28,725 lbs.' These figures reflect the deduction of 400 lbs. from the factory weight of latex (proper) thus :

Latex Schedule

	Latex	Scrap	Total
Field weight	28,523	2,736	31,259
Factory weight	28,725	3,440	32,165

But this would have shown the field figure of 28,523 in excess of the factory figure of 28,725 when the excess of 485 lbs. (as shown in the latex register R18) is deducted. 400 lbs. therefore has been added to 28,725 lbs. making 29,125 and the 400 lbs. reduced from 3,440 (scrap) leaving the total poundage of 32,165 intact, and is recorded thus by Mr. Weerasekera :

	Latex	Scrap	Total
Factory Weight	29,125	3,040	32,165

The alteration keeps the field weight on the face of the check roll at acceptable levels.

Now the figure 28,725 lbs. has been entered by Mr. Weerasekera in his own hand-writing in the latex register marked R 7 at page R 18 and it is this figure that he should have entered in the pocket check roll as the monthly factory weight of latex. He has added 400 lbs. to this figure and entered it as 29,125.

The charge goes on—

"factory weight of scrap is shown as 3,040 lbs. (i.e. in the check roll) while actual factory weight is 3,440 lbs."

(This reflects the reduction of 400 lbs. from the scrap latex of 3,440 lbs. that had been transferred on to the figure 29,125). The sting of the charge, however, emerges from the words—

"there appears to be an attempt to incorrectly show these weights in order to hide the shortage in check roll and factory weight of latex."

The show cause letter more specifically alleges that he did so—

"in order that the management would not notice that your check roll weight of latex was in excess of your factory weight and thereby attempted to deceive the management".

(The word 'shortage' here does not connote physical loss of poundage but an arithmetical shortfall).

Mr. Weerasekera's explanation typically was an admission—due to a 'oversight' as a result of 'poor sight'. Had the matter rested there, perhaps his service would never have been terminated. What happened, however, according to Weerasekera was that when he received the pocket check roll in the normal course of the thing on or about 6th December, 1965, for the purpose of making E. P. F. entries he detected the pencil notations made by the office staff and in good faith rectified his wrong figures to bring them in line with that of the pencil entries. In doing so, he claimed that he was unaware of action being taken against him as he had not at that stage received R5 and was acting bona fide, merely anticipating what eventually he would have done. When therefore, he received the letter (R5) asking for his comments subsequently he merely admitted his mistake and because he was not asked about the subsequent rectification made no reference to it in his reply.

However, when he was served with a formal show cause letter on the 18th December, signed by the Superintendent who perhaps had not examined the pocket check roll at that stage, he claimed that there were in fact no errors in the check roll as a re-checking would prove. In so saying he was merely adverting

to a fact, not denying that he made the corrections. Undoubtedly that would have prompted the Superintendent to examine the check roll and find evidence that Weerasekera had altered the figures originally entered by him. I have little doubt that it was the misunderstanding arising out of this situation that led to Weerasekera's dismissal. Clearly the large-hearted Mr. Goudar had felt that Weerasekera had attempted 'to pull a fast one' on him and that is why in his letter of dismissal he had made the remark :

"You have obtained the pocket check roll and altered the figures originally entered by you."

Now the charge against the workman was the falsification of the figures. It was essentially a charge of deception whereby the management alleged, he had attempted to mislead the management by showing that the field weight did not exceed the factory weight when in fact the factory weight (on the basis of the figures given by the factory and in the check roll) was less than the field weight.

The fourth charge then is comprised of two charges viz. that the field weight of the division supervised by Weerasekera exceeded the factory weight contrary to administrative regulation and secondly that in order to prevent the detection thereof, he had arbitrarily reduced the factory poundage of latex (proper) in order to evade detection of the fact that the field weight was excessive. Unfortunately the applicant was not called upon to meet the first aspect of this charge (as analysed in the foregoing paragraph) nor indeed has any evidence been lead to show that it was a matter of sufficient gravity as to warrant dismissal. There is of course enough evidence to show that the management regarded it as an inflexible rule that the factory weight should not be less than the field weight but no evidence has been lead to explain the rationale of the rule nor of any objective or purpose it was framed to serve. I cannot therefore take into consideration that aspect of matter.

On the second aspect Mr. Weerasekera is in default. Admittedly he had altered the figure and his contention was that it was an oversight. An oversight according to the normal connotation of the word conveys the meaning of an accidental omission or slip. This clearly is not such a lapse. The entry of the figures 29,125 as the factory poundage on the check roll was a calculated move, the figure being made up on a certain basis and in a certain way. Its purpose is also clear viz. to show that the field weight was less than the factory weight. Obviously the adjustment had not been very intelligently done, but as I have said earlier Mr. Weerasekera is not a very intelligent person. Nor can the clumsiness of a deception be regarded as a mitigatory factor. One must proceed on the basis that Weerasekera had with the set motive of deceiving the management into believe that the figure 29,125 represented the factory weight for that month, entered that figure on the check roll.

Mr. Malawena argued with great force that even had there been some deception it was not of such proportions as to warrant the discontinuance of the workman from service. I am afraid I agree. After all the respondent has admitted the sanctity with which it has enforced the rule that the factory weight should not be less than field weight. This is manifest from the specific instructions given in A2 which read as follows :—

"Factory weights should be checked against check roll weights on all cash tapping days and the total checkroll weight for the day of both morning and evening tapping should not exceed the factory weight recorded for that day. Factory and field weights may differ on other days slightly but the end of the month total of checkroll weight should not exceed the total factory weight for the month. Surplus recorded in factory at end of month should not be included for the purpose."

It is clear from A2 that Weerasekera was under firm orders to see that the field weight does not exceed the factory weight. There is no complaint by the management that the field weight was not accurate. Certainly evidence of a convincing nature has not been lead to establish that the total field weight of 28,725 lbs. should have been more (although certain discrepancies have been pointed out between the check roll weight of particular days with those of the weighing sheets). If it was the intention of the management to establish that the figure 28,725 lbs. did not represent the proper weight of the latex collected in the field it could have very conveniently done so by producing the weighing sheets for the month and establishing that fact by the

totals thereof. This it has not done. Clearly therefore there was nothing wrong in the weight 28523 as shown in the check roll. This was a figure he could not alter. On the basis of the check roll or if he could have been answerable for discrepancies of a more serious character. What he had done therefore is without altering the overall total of the factory weight adjusted such totals of the latex and scrap so as to bring each item within the prescribed limits. Mr. Malawena claimed that the workman had also carried out the spirit of the instructions given to him though perhaps a more intelligent person could have found a better way. He emphasised that the workman had acted in good faith, that there was obviously no dishonesty on his part, that the estate suffered no loss on that account or suffered any embarrassment in any way. It was his submission that the discrepancy represented merely an ill conceived and fumbling attempt by Mr. Weerasekera, to conform to the requirements of regulations laid down by the management of Kiribathgalla estate.

As to the rectification of the entries in R2 Mr. Malawena submitted that these too had been done in good faith prior to Weerasekera's comments being called for. When his comments were asked he made no attempt to deny that there were errors. He candidly admitted these mistakes and gave the most implausible excuse—'poor sight'—one could think of. He submitted that this charge has not been made out and in any event that he was not called upon to defend the charge of subsequently rectifying the error in the books (since that was not a part of the charge sheet). It would be wrong for the Tribunal to draw any conclusion on that account in as much as his explanation therefor has not been refuted.

In my view in all the circumstances of the case I do not think the respondent was justified in terminating the service of the workman. It has been conceded by the respondent that its case for justification is based on the charges enumerated in the charge sheet as filed with the statement of the respondent's answer. This charge sheet does not take into account the applicant's supposed 'correction' of figures in the factory register. We must therefore confine ourselves to the 4 charges set down in the charge sheet. The first three—as I have said above—are not matters of such gravity as to warrant denial of employment. The issue then is reduced to whether those along with the fourth charge (and taken together with earlier warnings given to workman) constitute sufficient grounds for the respondent to deprive the workman of the means of livelihood he had been enjoying over a period of 20 years.

The respondent has admitted that the charges impute no dishonesty on the workman's part. It is not alleged that the workman gained any benefit as a result of his irregularities. It is not even claimed that they were intended to bring him any monetary advantage at the expense of the estate or of any one else. Nor is it suggested that the books were doctored to cover up losses sustained by the estate as a result of lapses on his part. Indeed there is no evidence whatsoever of the estate having suffered any sort of loss. Whilst therefore the charges pinpoint certain errors in the records maintained by the workman, they are in essence no more than incorrect postings by him. This, of course, is evidence of a measure of laxity on his part in the maintenance of these books and though they reflect a degree of efficiency less than what could be expected from a model field officer. I do not think that by themselves they would justify his removal from service. A clear impression emerges from the evidence that the workman has been held with some sort of affection by the management and had possibly— notwithstanding his infirmities—become an institution in the estate. The warnings given to him and his response to them do not, when taken together, give the impression that neither party took them very seriously.

It is the fourth charge i.e. the incorrect entry in the factory weight of latex in the pocket check roll that can be called an act of deception. But even that is not a deception designed to commit an act of fraud upon the estate or to cover any losses sustained as a result of his action. They are merely unthinking entries of figures admittedly misleading—to bring the books in line with instructions given by the management. Although therefore an element of "deception" exists, one must guard against reading into the word a greater degree of turpitude than is permissible under the circumstances.

After all the evidence has revealed that the management itself is not without its own quota of "deception" and absence of candour. It transpired that if had not paid to a particular workman wages for

a day it admittedly knew was due to him. Even more serious is the document R 16 which had been tendered as evidence of a report made by the Assistant Superintendent to his Superior officer. In R16 appears the statement 'on the 1st of December, 20 labourers were spent on weeding one half to the 1965 nursery. Next day I found the half weed had been left unweeded. . . .'. Now this type of statement would be natural in a person who was making a record of events sometime after they occurred. Unfortunately the letter, R16, is dated 1.12.65. The Assistant Superintendent was questioned about the dating of the letter and, I must say his answers were far from satisfactory. What is evident, however, is the fact that the letter could not have been written on the 1st December, 1965 since it refers to a discovery made by him of a partially weeded area, 'next day' R16, therefore, has been labelled an afterthought and fabrication by Mr. Malawena and—at the last—one is entitled to draw the inference that there has been an element of "deception" of a far greater seriousness than the manipulation of Mr. Weerasekera.

I consider this a relevant factor in assessing whether Mr. Weerasekera's adjustments of the figures deserved to be treated from a very high moral stand point. Having regard to the fact the Weerasekera's duplicity—such as it was—was without serious damage or inconvenience to the estate I feel that his discontinuance from service was not warranted even if it is taken in conjunction with his other lapses as detailed in the Charge sheet and, with his not very glamorous past record.

In my view the dictates of justice and equity will not permit the workman's dismissal to stand without alleviation. In considering the relief that Weerasekera should be given I have come to the conclusion that he should be reinstated in his service but paid only two years back wages (of his total period of 7 years out of employment). Since however Mr. Anandappa and Mr. Gouder have urged that applicant's reinstatement at this late stage, would place the management inconsiderable difficulty, I feel that an alternative to reinstatement should be given. The workman has had 20 years service with the estate, with the major portion of it covered by provident fund. I do not think that he should be denied the gratuity that would customarily be paid to him, if he is not to be continued in service.

The Industrial Disputes Act requires an arbitrator to make an award that is just and equitable. In my view the dictates of just and equity in this case would be met in terms of the following award :—

- (1) The workman to be reinstated in service within 45 days of publication of this award in the Gazette;
- (2) Upon being reinstated the workman's service to be deemed not to have been interrupted by his period of non-employment;
- (3) The workman to be entitled to emoluments not less favourable than those enjoyed by him at the time his dismissal from service as from the date set out in Clause I of this award;
- (4) The workman to be entitled to back wages commuted to the sum of Rs. 8,000 in lieu of back wages which sum of Rs. 8,000 should be deposited by the Respondent above-named with the Assistant Commissioner of Labour, Ratnapura on or before the lapse of 60 days from the publication of this award in the Gazette;
- (5) The respondent to be entitled as an alternative to paragraphs 1, 2 & 3 of this Award to pay to the workman—(over and above the said sum of Rs. 8,000 referred to in Clause 4 hereof), a further sum of Rs.6,000, this option being exercisable by depositing with the Assistant Commissioner of Labour, Ratnapura to the credit of the workman the said sum of Rs. 6,000 on or before the lapse of 60 days from the date of the publication of this award in the Government Gazette;

In event of such deposit for whatever reason not being made as heretofore set out the management to be presumed to have waived the option given to it in this paragraph as an alternative to paragraphs 1, 2 & 3.

The workman will be entitled to withdraw such monies as may be deposited to his credit.

The workman is also entitled to costs in the sum of Rs. 650 which the respondent may likewise deposit to his credit with the Assistant Commissioner of Labour, Ratnapura.

T. P. UNAMBOOWE,
President,
Labour Tribunal.

Dated at Colombo, this 13th day of December, 1972.
1-509

No. T 23/CO. 576/72.

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 matter specified in the statement of the Acting Commissioner of Labour which accompanies this Order exists between Mr. Ivan J. Anandappa, 615/3, Negombo Road, Kurana, Katunayake and The Colombo Apothecaries' Co. Ltd., P. O. Box 31, Prince Street, Fort, Colombo.

Now, therefore, I, Michael Paul de Zoysa Siriwardena, Minister of Labour, 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, 62 of 1957, 4 of 1962 and 39 of 1968 (read with Industrial Disputes (Special Provisions) Act, No. 37 of 1968) hereby appoint Mr. W. D. Thamodaram of 22, Collingwood Place, Colombo 6, to be the Arbitrator and refer the aforesaid dispute to him for settlement by arbitration.

M. P. DE Z. SIRIWARDENA,
Minister of Labour.

Colombo, 28th December, 1972.

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

In the Matter of an Industrial Dispute
between

Mr. Ivan J. Anandappa, 615/3, Negombo Road,
Kurana, Katunayake

and

The Colombo Apothecaries' Co., Ltd., P. O. Box No. 31,
Prince Street, Fort, Colombo.

STATEMENT OF MATTER IN DISPUTE

The matter in dispute between the aforesaid parties is whether the claim made by Mr. Ivan J. Anandappa against the Management of The Colombo Apothecaries Co. Ltd., for the payment of a gratuity in respect of his past services under the Colombo Apothecaries' Co. Ltd., from 01.06.1959 to 29.09.1970 is justified, and, if so, what quantum of gratuity should be paid to him.

Dated at the office of the Commissioner of Labour, Colombo, this 21st day of December, 1972.

J. P. E. SIRIWARDENA,
Acting Commissioner of Labour.

1--511

No. C/I. 1190.

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 matter specified in the statement of the Acting Commissioner of Labour which accompanies this Order exists between United Port Workers' Union, 110, Delft Canal Road, Port, Colombo 11 and Mr. J. M. P. Ratnayake, 31, Benjean Road, Kotahena, Colombo 13.

Now, therefore, I, Michael Paul de Zoysa Siriwardena, Minister of Labour, 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, 62 of 1957, 4 of 1962

and 39 of 1968 (read with Industrial Disputes (Special Provisions) Act No. 37 of 1968) hereby appoint Mr. M. Mathiaparam of 6, 8th Lane, Colombo 3, to be the Arbitrator and refer the aforesaid dispute to him for settlement by arbitration.

M. P. DE Z. SIRIWARDENA,
Minister of Labour.

Colombo, 28th December, 1972.

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

In the Matter of an Industrial Dispute
between

United Port Worker's Union,
110, Delft Canal Road, Port,
Colombo 11.

and

Mr. J. M. P. Ratnayake,
31, Benjean Road,
Kotahena, Colombo 13.

STATEMENT OF MATTER IN DISPUTE

The matter in dispute between the aforesaid parties is as to what compensation and/or gratuity are each of the following workers entitled to in respect of the services rendered by them to Mr. J. M. P. Ratnayake.

1. D. A. Saimon
2. T. Noor
3. K. M. D. Perera
4. P. Iralanch
5. P. Rajendaram
6. P. Perumal
7. S. Joseph
8. T. H. Suwaris Appuhamy
9. H. D. Somipala
10. K. B. Perera
11. A. S. Jayasinghe
12. A. Romiel
13. H. W. Daniyel.

Dated at the office of the Commissioner of Labour, Colombo, this 16th day of December, 1972.

J. P. E. SIRIWARDENA,
Acting Commissioner of Labour.

1--512

Miscellaneous Departmental Notices

Loan No. 2851.

THE AGRICULTURAL AND INDUSTRIAL CREDIT CORPORATION OF CEYLON

Resolution under Section 71 of the Agricultural and Industrial
Credit Corporation Ordinance (Cap. 402)

IT is hereby notified that the following resolution was unanimously passed by the Board of Directors of the Agricultural and Industrial Credit Corporation of Ceylon on the 29th day of August, 1972:—

"Whereas Ranatabendige Gunadasa Weerawarna Nilaweera of Tangalle, has made default in the payments due on Bond No. 12479 dated 20.4.64 attested by M. J. Peiris, Notary Public, in favour of the Agricultural and Industrial Credit Corporation of Ceylon and there is now due and owing to the Corporation the sum of Rupees Forty one thousand two hundred and sixty-five and cents ninety-eight (Rs. 41,265.98) on the said Bond; the Board of Directors of the Agricultural and Industrial Credit Corporation of Ceylon do hereby resolve that the property and premises called Rosebury Estate in extent 700A. 1R. 29.8P. together with the buildings, bungalows, smoke room, factory machinery, lines sheds and other fixtures thereon situated in the villages of Bulathwel-goda and Hiwelkandura in Wellawaya Division in the Badulla District mortgaged to the said Corporation by the said Bond No. 12479 be sold by public auction by Mr. J. M. Abeytunga, Licensed Auctioneer of Badulla for the recovery of the said sum or any portion thereof remaining unpaid at the time of sale and interest then due together with costs of advertising and selling and other charges incurred in terms of the provisions of section 78 of the said Ordinance."

H. S. F. GOONWARDENA,
General Manager

Colombo 8, December 21, 1972.
1--492

**CONTROL OF VEHICULAR TRAFFIC AT SRI SUMANGALA
ROAD LEVEL CROSSING, KALUTARA NORTH**

A Level Crossing Protection of the Warning Bells and Flashing Red Lights type has been installed at the above Level Crossing.

2. The Flashing Red Lights are mounted horizontally on a post 10 feet from the Rail Track on the right of Road Vehicle Drivers and a white line is drawn across the road 10 feet from this post called the 'Stop Line'.

3. When a train approaches the Level Crossing from either side and is within 300 yards, the Red Lights will start flashing and a warning bell will continuously ring giving an audible signal in addition to the visual one. No vehicular traffic should proceed beyond the stop line until the bell stops ringing and the lights cease to flash.

4. If and when these lights and bells are defective, drivers of all vehicles should cross the Level Crossing carefully, obeying hand signals, if any exhibited.

for Director, Highways.

Colombo, 7.12.72.

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COMPANIES ORDINANCE (CHAPTER 145)

Notice under Section 277 (3) to Strike off Lion Tours and Resorts Limited

WHEREAS there is reasonable cause to believe that Lion Tours and Resorts Limited, a company incorporated on 4.4.1967, under the provisions of the Companies Ordinance (Chapter 145), is not carrying on business or in operation.

Now know ye that I, Ruwanpura Lickmond de Silva, Registrar of Companies, acting under section 277 (3) of the Companies Ordinance (Chapter 145), do hereby give notice that at the expiration of three months from this date the name of Lion Tours and Resorts Limited, will, unless cause is shown to the contrary, be struck off the register of companies kept in this office and the company will be dissolved.

R. L. DE SILVA,
Registrar of Companies.

Department of Registrar of Companies,
Colombo 1, December 18, 1972.

1-379

IMPORTANT NOTICE REGARDING PUBLICATION OF GAZETTE

THE Weekly issue of the *Gazette of the Republic of Sri Lanka (Ceylon)* is normally published on Fridays. If a Friday happens to be a Public Holiday the *Gazette* is published on the working day immediately preceding the Friday. Thus the last date specified for the receipt of notices for publication in the *Gazette* also varies depending on the incidence of public holidays in the week concerned.

The Schedule below shows the dates of publication and the latest time by which notices should be received for publication in the respective weekly *Gazette*. All notices received out of times specified below will not be published. Such notices will be returned to the sender by post for necessary amendment and return if publication is desired in a subsequent issue of the *Gazette*. It will be in the interest of all concerned if those desirous of ensuring the timely publication of notices in the *Gazette* make it a point to see that sufficient time is allowed for postal transmission of notices to the Government Press.

The Government Printer does not accept payments or subscriptions for the Government Gazette. Payments should be made direct to the Superintendent, Government Publications Bureau, P. O. Box 500, Secretariat, Colombo 1.

Note.—Payments for inserting Notices in the *Gazette of the Republic of Sri Lanka (Ceylon)* will be received by the Government Printer and not by the Superintendent, Government Publications Bureau.

Schedule

1973

Month	Date of Publication	Last Date and Time of Acceptance of Notices for Publication in the Gazette
JANUARY	Friday 5. 1. 73 .. 12 noon	Friday 29. 12. 72
	Friday 12. 1. 73 .. 12 noon	Friday 5. 1. 73
	Friday 19. 1. 73 .. 12 noon	Friday 12. 1. 73
	Friday 26. 1. 73 .. 12 noon	Friday 19. 1. 73
FEBRUARY	Friday 2. 2. 73 .. 12 noon	Friday 26. 1. 73
	Friday 9. 2. 73 .. 12 noon	Friday 2. 2. 73
	Thursday 15. 2. 73 .. 12 noon	Friday 9. 2. 73
	Friday 23. 2. 73 .. 12 noon	Thursday 15. 2. 73
MARCH	Friday 2. 3. 73 .. 12 noon	Friday 23. 2. 73
	Friday 9. 3. 73 .. 12 noon	Friday 2. 3. 73
	Friday 16. 3. 73 .. 12 noon	Friday 9. 3. 73
	Friday 23. 3. 73 .. 12 noon	Friday 16. 3. 73
	Friday 30. 3. 73 .. 12 noon	Friday 23. 3. 73
APRIL	Friday 6. 4. 73 .. 12 noon	Friday 30. 3. 73
	Wednesday 11. 4. 73 .. 12 noon	Friday 6. 4. 73
	Thursday 19. 4. 73 .. 12 noon	Wednesday 11. 4. 73
	Friday 27. 4. 73 .. 12 noon	Thursday 19. 4. 73

L. W. P. PEREIRA,
Government Printer.

Department of Government Printing,
Colombo, August 13, 1973.