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The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

අංක 2466/39 – 2025 දෙසැම්බර් මස 12 වැනි සිකුරාදා – 2025.12.12

No. 2466/39 – FRIDAY, DECEMBER 12, 2025

(Published by Authority)

**PART I: SECTION (I) – GENERAL**

**Government Notifications**

My No.: CI/1763.

**THE INDUSTRIAL DISPUTES ACT – CHAPTER 131**

THE Collective Agreement entered into between Noritake Lanka Porcelain (Pvt) Limited - No. 77, Dharmapala Mawatha, Colombo 07 of the one part and the Inter Company Employees Union - No. 10, Council Avenue, Dehiwala of the other part on 14th February, 2025 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

H. M. D. N. K. WATALIYADDA,  
Commissioner General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05  
18th November, 2025.

**Collective Agreement No. 06 of 2025**



**Collective Agreement**

BETWEEN

NORITAKE LANKA PORCELAIN (PVT) LIMITED.

and

INTER COMPANY EMPLOYEES UNION

of

14th FEBRUARY 2025

Collective Agreement

This Collective Agreement entered into on this 14th day of February Two Thousand and Twenty Five (2025) between Noritake Lanka Porcelain (Pvt) Ltd, a Company duly registered and having its registered office at No. 77, Dharmapala Mawatha, Colombo 07 (hereinafter referred to as “the Employer”) of the One Part and between Inter Company Employees Union, a Trade Union duly registered and having its registered office at No. 10, Council Avenue, Dehiwala (hereinafter referred to as “the Union”.) of the Other part.

WITNESSETH and it is hereby agreed between the parties as follows:

**TITLE :**

This Collective Agreement shall be known and referred to as the “Noritake Lanka Porcelain (Pvt) Ltd” - Collective Agreement 2024”.

**1. Parties covered and bound.–**

The terms of this Agreement shall cover and bind the Employer, the Unions and the members of the Unions employed on permanent monthly contracts by the Employer in the Manual/Operative grades in the Company and are in employment at the time of signing of this Agreement.

**2. Date of operation and duration.–**

This Collective Agreement shall be effective from the First day of April Two Thousand and Twenty Four (2024) and shall continue to be in force unless it is terminated by either party giving One months’ notice to the other party, in writing, provided however, that no such notice shall be given by either party prior to the 28th day of February 2027, and such notice shall not take effect and this Agreement shall not stand terminated prior to the 31st day of March 2027.

Any notice given by a party prior to the 28th day of February 2027 shall have no effect whatsoever.

**3. This Agreement shall supersede and replace the provisions of all the Collective Agreements signed between parties prior to this Agreement coming into operation.**

4. **Salary Increase.**-

4 (a) The Employer agrees to revise the basic salary point of the Employees covered and bound by this Agreement in the following manner:

Service Period	1st Year (01/04/2024- 31/03/2025) Rs.	2nd Year (01/04/2025- 31/03/2026) Rs.	3rd Year (01/04/2026- 31/03/2027) Rs.	Total Rs.
0-10 Years	4000	3200	3000	10200
11-20 Years	4600	3500	3200	11300
21-25 Years	5000	4000	3800	12800
26 and above	5500	4200	4100	13800

4 (b) An Employee's completed number of years of service as 1st April 2024 will be taken into consideration in deciding the service period for the above salary increase.

4 (c) As national arrears employees will receive a sum representing the amount added to the salary of each individual employee by virtue of clause 4(a) hereof multiplied by two (Salary increase x 3). This lump sum payment by way of notional arrears will attract consequential payments such as Overtime, Provident Fund, Trust Fund etc. and the Employer agrees to pay the notional arrears to the employees on or before 31st July 2024.

4 (d) The Union together with the employees agree that they shall not during the pendency of this agreement make any demands for wage increases or related allowances/payments or make any further demands of any financial nature over and above those stated in the agreement.

5. **Cost of Living Allowance.**-

The employees covered and bound by this Agreement will receive an increase of Cost-of-Living Allowance as follows,

With effect from 1st April 2024 - Rs. 400/-

With effect from 1st April 2025 - Rs. 400/-

With effect from 1st April 2026 - Rs. 400/-

The arrears of the Cost-of-Living Allowance (Rs. 400/- x 3) will be added to the arrears payment referred to in sub-clause 4 (c) above and paid to employees on or before 31st July 2024.

6. The Unions, together with their members, hereby undertake that during the period of operation of this Agreement, they shall extend their fullest co-operation to the Company to carry out all its lawful activities relating to employment.
7. If during the continuance in force of this Agreement, the Government prescribes increases in salary by any written law, applicable to the Company, the Employer shall be entitled to take credit for the increases granted in terms of this Agreement. However, if the Government recommends increases in wages, such recommendations will not be applicable to the Employer and the Employees.

**8. Shift Allowance.-**

The Shift Allowance will be increased in the following manner:

Shift

0600 hrs - 1400 hrs	Rs. 20/-
1400 hrs - 2200 hrs	Rs. 25/-
0400 hrs - 1200 hrs	Rs. 25/-
2200 hrs - 0600 hrs	Rs. 25/-

**9. Kiln Allowance.-**

Agreed to increase from Rs. 70/- to Rs. 270/- and to provide the Kiln Allowance to Decoration Kiln and RF Green Ware Loading section as well.

**10. Welfare Facilities.-**

Will be provided in accordance with the terms and conditions indicated at Section 07 (Sub Sections 1-8) of the attached document to this agreement signed between the Employer and the Union on 16th July 2024.

**11. Leave.-**

The leave entitlement for employees covered by this Agreement will be as per the leave granted at present which is stated in the letter of appointment.

**12. Suspension.-**

- 1) An Employee may be suspended without pay by the Employer
  - (a) Pending an inquiry to be held by such Employer on a charge or charges of misconduct where such charge or charges may result in termination of the services of the Employee.
  - (b) In order to avoid a breach of the peace or intimidation of witnesses or damage to property/evidence or disturbance of the business of the Employer.
  - (c) As a punishment for misconduct for a period not exceeding Fourteen (14) working days after due inquiry.
- 2) At the time of suspension under sub-clause (1) (a) or within twenty four (24) hours thereof, the Employer shall provide the Employee with a written order of suspension specifying the reasons for such suspension and thereafter hold an inquiry into the charge or charges in terms of Clause 12 hereof.

**13. Disciplinary Procedure.-**

Where the Employer proposes to proceed against an Employee, then -

- (1) Irrespective of whether an Employee has been suspended under Clause 12 hereof or not, the Employee shall be furnished with a show-cause notice which shall set out the particulars of the charge or charges

- of misconduct alleged against such employee and such show-cause notice shall give the Employee not less than three (3) clear working days in which to give the answer or explanation to the charge or charges preferred.
- 2) Within three (3) clear working days after the date of the show-cause notice, the Employee shall furnish in writing to the Employer, the answer or explanation to the charges preferred against such Employee. Provided, however, that if in the circumstances it is reasonable, the Employee may ask the Employer for an extension of time within which to furnish the written answer or explanation to the show-cause notice and where such request is made by an Employee to the Employer, the Employer shall grant such request for such further period of time as is deemed necessary in the circumstances of the case.
  - 3) If the Employer is satisfied with the written answer or explanation of the Employee, the Employee shall, if he is under suspension forthwith, be reinstated and shall be paid all wages and entitlements due for the period of such suspension.
  - 4) If the Employer is not satisfied with the written answer or explanation of the Employee to the show-cause notice, and such answer or explanation is rejected by the Employer, the Employer shall commence an inquiry within Fourteen (14) working days from the date of receipt by him of the written answer or explanation to the show-cause notice. The Union can represent the Employee at the disciplinary inquiry.
  - 5) After holding such inquiry, the Employer shall notify the Employee of the findings on each of the charges in the show-cause notice and the punishment, if any, imposed by the Employer. Provided that if any Employer fails to make an order except for reasons beyond the control of the Employer on the charges in the show-cause notice within forty (40) working days from the conclusion of the inquiry into such charges, the Employee shall not be liable to be punished thereafter in respect of such charges and no inference adverse to the Employee in respect of such charges shall be drawn from such charges.
  - 6) If the Employee is under suspension and the Employer after such inquiry makes order that -
    - (a) The Employee shall not be dismissed, then the Employee shall resume employment forthwith and shall, subject to the provisions of sub-clause 12 (1) (c) hereof, be paid all wages and entitlements due for the period of suspension, irrespective of such other punishment less than dismissal that may be imposed by the Employer on the findings as to the charges in the show-cause notice.
    - (b) The Employee shall be dismissed - the Employee's dismissal shall take effect from the date of the Employee's suspension and accordingly the Employee shall not be paid for the period of such suspension.
    - (c) In view of the serious or involved nature of the charges in the show-cause notice against the Employee, the Employer is unable to make a final order as it is necessary and desirable that the matter be referred to the Police or other authorities for further investigations or inquiries and that the matter be therefore referred to the Police or other authorities, or if in view of the serious or involved nature of the charges preferred against the employee, the matter had been-previously referred to the Police or other authorities for investigation or inquiries that the outcome of such investigations or inquiries be awaited, then in either such circumstances, the Employee may remain suspended without pay.

- 7) In any case where an Employee is suspended, as provided herein, the Employer shall make an order under paragraphs (a) to (c) of sub-clause (6) within Six months (06) of the date of suspension of the Employee, unless he is prevented from so doing by reason of the Employee's own seeking or for reasons beyond the control of the Employer, or it is agreed between the Employer and the Employee/Union that in the circumstances of the case the period of six months (06) be extended for such further time as may be agreed.
- 8) An Employer shall not be required to hold an inquiry as referred to in sub-clauses (4) and (5) hereof where the Employer proposes to warn the Employee or where the Employee admits to the charge or charges.
- 9) However, the above procedure may be changed or amended depending on exceptional circumstances in consultation with the Union.
14. The Employer, the Unions and the employees covered and bound by this Agreement undertake that they shall not during the continuance of this Agreement seek to vary, alter or add to any of the terms and conditions agreed upon herein, other than by mutual agreement, and the Unions shall not resort to any form of Trade Union action in relation to any dispute connected with or arising out of any matter covered by this Agreement.
15. In the event of a dispute arising out of a matter not covered by this Agreement, parties agree to resolve any such dispute in the following manner:-
- (a) Firstly, the Branch and the Management would attempt to settle such issue/dispute at the Company level. A written statement of the dispute shall be forwarded by the Unions/Branch Committee/s to the Employer, and at least three weeks given for the Employer to resolve the dispute.
  - (b) In the event of non-resolution of the dispute at Stage (a) above, parties agree to meet at The Employers Federation of Ceylon (EFC) in order to resolve such dispute within 14 days after such matter is referred to the EFC by the Parent Union.
  - (c) In the event of non-resolution of the dispute at Stage (b) above, parties agree to resolve the relevant dispute in accordance with the conciliation proceedings, in terms of the provisions of the Industrial Disputes Act.
  - (d) In the event of non-resolution of the dispute at Stage (c) above, the Unions agree that they would give 14 days prior notice, in writing, before engaging in any Trade Union action.
  - (e) However, if in the opinion of the controlling body of the Unions, a dispute has been caused by an act of the Employer, which is mala fide or vindictive or calculated to threaten or undermine the existence of the Unions or is seriously detrimental to the interests of the Unions, Trade Union action may be resorted to by the Unions without following the procedure laid down above provided, however, that at least seven (7) days written notice shall be given by the Unions to the Employer and the Commissioner-General of Labour.
16. The terms and conditions presently applicable to the employees covered and bound by this Agreement will remain unchanged during the period of this Agreement.

In witness hereof, parties have set their hands on this 14th day of February, Two Thousand and Twenty Five at Colombo.

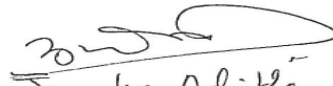
FOR AND ON BEHALF OF  
Noritake Lanka Porcelain (Pvt) Ltd



Name: Sujatha Egedasedara

Designation: Director / General Manager


FOR AND ON BEHALF OF  
Inter Company Employees Union



Name: Sanaka Adikari

Designation: General Secretary

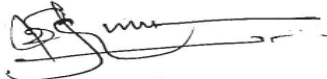
WITNESSES:

1.   
Name: ADHIL KHASIM

Designation: D.D.G

2.   
Name: M.M.A. Scharath

Designation: Asst. General Manager

  
1. S.B. Samarakoon  
Name:

Designation: Branch President

2.   
Name: M.C. Bandara

Designation: Branch Secretary

EOG 12-0074

My No.: IR/COM/02/2021/198.

### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award No. A 06/2025 dated 22.10.2025 transmitted to me by the Arbitrator to whom the Industrial Dispute which has arisen between Mr.H.H.S. Vijitha De Silva, No. 92, Jayasengama, Monaragala of the one part and Sri Lanka Transport Board, 200, Kirula Road, Narahenpita of the other part was referred for settlement through arbitration by order dated 29.01.2025 made under section 4(1) of the Industrial Dispute Act, Chapter 131, (as amended) and published in *Gazette Extraordinary* No. 2423/20 dated 13.02.2025 of the Democratic Socialist Republic of Sri Lanka, is hereby published in terms of section 18(1) of the said Act.

H.M.D.N.K. WATALIYADDA,  
Commissioner General of Labour.

Department of Labour,  
Colombo 05.  
21.11.2025.

Arbitration and Industrial court branch

Ref No. IR/COM/02/2021/198  
Case No. A/06/2025

MATTER OF AN INDUSTRIAL DISPUTE

BETWEEN

MR. H.H.S. VIJITHA DE SILVA, 92, JAYASENGAMA, MONARAGALA.

*of the one part*

and

SRI LANKA TRANSPORT BOARD, 200, KIRULA ROAD, NARAHENPITA.

*of the other part*

**The Award**

The Honourable Minister of Labour do 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, 4 of 1962 and 39 of 1968 (read with Industrial Disputes - Special Provisions) Act No. 37 of 1968 appointed me as Arbitrator by his order dated 29th January 2025 and referred the following disputes to me for settlement by arbitration.

The matter in dispute between the aforesaid parties is :-

Whether Mr. H.H.S. Vijitha De Silva who worked in the Thanamalwila Depot of the Sri Lanka Transport Board, who had been caused injustice by not receiving,

1. The Salary for the period from 13.10.2018 to 13.11.2018,
2. The bonus for 2018 and,
3. 3 months pre-retirement leave (with pay) prior to retirement and if so, to what relief he is entitled.  
and, if so, to what relief he is entitled.

The First Party joined the Ceylon Transport Board (predecessor to the Second Party) on 1st July 1986 as per document **A-1**, was promoted to Overseer on 11th August 1991 (**A-2**), and further promoted to Assistant Manager (Engineering) on 16th November 2004 (**A-3**). He was interdicted on 11th October 2018 (**A-4**), with the interdiction withdrawn on 13th November 2018. The First Party retired on 14th November 2019. His claims total Rs. 193,140/- (comprising Rs. 44,910/- for lost salary Rs. 13,500/- for bonus, and Rs. 134,730/- for three months pre-retirement leave).

**The First Party's** affidavit dated 19th May 2025 asserts that he notified the Depot Manager of the unpaid salary by letter dated 6th January 2020 (**A-5**), informed the Head of Human Resources of the unpaid bonus and pre-retirement leave (date unspecified but post-retirement), and escalated the matter to the Labour Commissioner on 16th December 2020 (**A-9**).

**The Second Party's** affidavit dated 26th May 2025 raises preliminary objections, contending that the complaint is belated, lodged after retirement, and that no live industrial dispute exists due to the absence of an employer-employee relationship.

## Proceedings

The first inquiry was held on 22nd April 2025, with both parties present. Directions were issued for filing relevant papers, and the matter was re-fixed for 16th June 2025.

On 16th June 2025, settlement discussions failed. The Second Party reiterated its preliminary objection on the basis that no live dispute exists. Both parties were directed to file written submissions.

The First Party, by letter dated 14th July 2025, argued that under Section 4(1) of the Industrial Disputes Act, the parties cannot challenge the Minister’s discretion to refer the dispute for arbitration.

The Second Party’s submissions dated 18th July 2025 elaborated on the objection:

- The Arbitrator lacks jurisdiction as the complaint was raised after retirement on 14th November 2019, when the First Party had reached age 60.
- No employer-employee relationship existed at the time of the complaint.
- The First Party was “sleeping over his rights,” with no complaints during employment.
- All statutory payment have been made.
- Reliance on judicial precedents: J.A. Sumith Adhihetty v. Mercantile Investments Ltd. (SC Appeal 22/2012, decided 15.02.2016); State Bank of India v. Sundaralingam (1971) 73 NLR 514; and C.A. (Writ) Application No. 99/06.
- The arbitration should be dismissed in limine.

## Legal Framework under the Industrial Disputes Act

The Industrial Disputes Act, No. 43 of 1950 (as amended), provides the mechanism for the prevention, investigation, and settlement of industrial disputes. Relevant provisions include:

- **Section 4(1):** “The Minister may, if he is of the opinion that an industrial dispute is a minor dispute, refer it, by an order in writing, for settlement by arbitration to an arbitrator appointed by the Minister or to a labour tribunal, notwithstanding that the parties to such dispute or their representatives do not consent to such reference,”

This empowers the Minister to refer disputes for arbitration, but the reference must pertain to a valid “industrial dispute.” The Arbitrator is duty-bound under Section 17(1) to inquire into the dispute and make an award that appears just and equitable. However, this presupposes jurisdiction, which requires the existence of an industrial dispute.

- **Section 48 (Interpretation):** Defines “industrial dispute” as “any dispute or difference between an employer and a workman or between employers and workmen or between workmen and workmen connected with the employment or non-employment, or the terms or employment, or with the conditions of labour, or the termination of the services, or the reinstatement in service, of any person....”

“Workman” is defined as “any person who has entered into or works under a contract with an employer....and includes any person ordinarily employed under any such contract whether such person is or is not in employment at any particular time, and includes any person whose services have been terminated.”

At first glance, the definition of “workman” encompasses former employees, particularly where services have been “terminated.” However, judicial interpretation distinguishes between “termination” (e.g., dismissal) and “cessation” of employment due to retirement.

- **Section 17 (Duties and powers of arbitrator):** Empowers the Arbitrator to inquire and award, but only within the scope of a valid industrial dispute.
- **Section 19 (Effect of an award of an arbitrator):** “Every award of an arbitrator made in an industrial dispute and for the time being in force shall.... be binding on the parties, trade unions, employers and workmen referred to in the award.....”

This reinforces that awards bind current relationships, implying a live dispute.

- **Section 47C (Provisions relating to industrial disputes in which the employers concerned have ceased to be such employers):** Allows proceedings to continue even if the employer ceases to exist (e.g., dissolution), but notably does not extend similar provisions to ceased employee relationships, highlighting the asymmetry.

The Act does not prescribe a strict time limit for raising disputes *via* ministerial reference under Section 4(1), unlike applications to Labour Tribunals under Section 31B(1), which are subject to a six-month limitation from termination (as amended by Act No. 53 of 1973). However, unexplained delay may invoke the doctrine of laches, rendering the dispute non-justiciable.

### Analysis of the Preliminary Objection

The core issue is whether a valid “industrial dispute” exists post-retirement, conferring jurisdiction on this Arbitrator.

### Judicial Precedents

Sri Lankan courts have consistently held that no industrial dispute subsists after cessation of employment due to retirement, as there is no ongoing employer- employee relationship:

- In *State Bank of India v. Sundaralingam (1971) 73 NLR 514*, the Supreme Court quashed an arbitrator’s proceedings under Section 4(1), holding that the definition of “industrial dispute” under Section 48 does not apply to a retired employee. Retirement constitutes “cessation” of employment, not “termination” or “non-employment” within the Act’s ambit. The court reasoned: “Once employment ceases, there cannot be a live dispute affecting the terms of employment. The case involved a retired employee’s claim for salary revisions. similar to the unpaid dues here. The reference was invalid, and the arbitrator lacked jurisdiction.
- In *J.A. Sumith Adhihetty v. Mercantile Investments Ltd. (SC Appeal 22/2012, decided 15.02.2016), arising from C.A. (Writ) Application No. 99/06*, the Supreme Court affirmed that a Labour Tribunal (analogous to arbitration under Section 4(1)) has no jurisdiction under Section 31B to entertain applications from workmen who have reached retirement age. By extension, referencing Section 19 (binding effect of awards), the court emphasized that disputes must involve live relationships. Retirement extinguishes the contract, precluding industrial dispute mechanisms for post-retirement claims.

These precedents bind this arbitration. The First Party’s claims, though accrued during employment, were raised post-retirement (first notification in January 2020, after 14th November 2019 retirement). No evidence shows complaints during active service, despite opportunities (e.g., during the 2018-2019 period). The five-year delay to ministerial reference in 2025 further invokes laches, as the First Party “slept over his rights,” per the Second Party’s submissions.

The First Party’s contention that the Minister’s discretion under Section 4(1) is unchallengeable is misplaced. While parties cannot veto reference, the Arbitrator must independently assess jurisdiction, as affirmed in *State Bank of India* (supra). The Minister’s opinion presupposes a live dispute; its absence vitiates the reference.

The claims (unpaid salary, bonus, pre-retirement leave) relate to past entitlements, but without a subsisting relationship, they fall outside “industrial dispute.” Alternative remedies (e.g., civil courts for contractual claims) may exist, but not under this Act.

### **Justification for Upholding the Objection**

Upholding the objection aligns with the Act’s purpose: resolving live disputes to maintain industrial peace (Preamble). Post-retirement claims disrupt this, as no ongoing labour conditions are affected. The explicit inclusion of terminated workmen in Section 48 does not extend to retirees, per judicial interpretation distinguishing cessation from termination. The Second Party’s evidence that all statutory payments were made remains unchallenged on this point.

### **Conclusion**

The preliminary objection is upheld. No live industrial dispute exists under Section 48 of the Industrial Disputes Act, as the First Party ceased to be a workman upon retirement, extinguishing jurisdiction. The reference under Section 4(1) is invalid, and the arbitration is dismissed in limine without costs.

Dated this 22nd day of October 2025.

**Binara A. Gunasekara**  
Attorney-at-Law/Arbitrator

EOG 12-0075