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The Gazette of the Democratic Socialist Republic of Sri Lanka
EXTRAORDINARY

අංක 1798/44 - 2013 පෙබරවාරි මස 21 වැනි බ්‍රහස්පතින්දා - 2013.02.21
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PART I : SECTION (I) — GENERAL

Government Notifications

My No. : CI/1770.

Memorandum of Understanding No. 02 of 2012

THE INDUSTRIAL DISPUTES ACT (CHAPTER 131)

THE Memorandum of Understanding entered into between South Asia Gateway Terminals (Pvt.) Ltd., No. 130, Glennie Street, Colombo 02 of the one part and the Sri Lanka Nidahas Sevaka Sangamaya, No. 301, T. B. Jayah Mawatha, Colombo 10 and Jathika Sevaka Sangamaya, No. 416, Kotte Road, Pita Kotte of the other part on 24th day of April 2012 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

V. B. P. K. WEERASINGHE,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05,
30th January, 2013.

MEMORANDUM OF UNDERSTANDING

IN TERMS OF CLAUSE 7 OF COLLECTIVE AGREEMENT No. 59 OF 2010 THAT BINDS THE COMPANY AND THE EMPLOYEES AND THE MEMORANDUM OF UNDERSTANDING SIGNED BY THE EMPLOYER AND SRI LANKA NIDHAHAS SEVAKA SANGAMAYA ON 09.07.2010 RELATED TO MANNING LEVELS.

This Memorandum of Understanding is entered into by and between :

South Asia Gateway Terminals (Pvt.) Ltd., having its registered office at No. 130, Glennie Street, Colombo 02, bearing Company Registration No. PV 326 of the one part (hereinafter referred to as 'the employer') and

Sri Lanka Nidahas Sevaka Sangamaya, having its registered office at No. 301, T. B. Jayah Mawatha, Colombo 10 and Jathika Sevaka Sangamaya, having its registered office at No. 416, Kotte Road, Pita Kotte, of the other part, (hereinafter referred to as 'the unions') duly registered under the Trade Unions Ordinance as well as their members employed at the Employer's establishment.

Whereas, the employer and the Sri Lanka Nidahas Sevaka Sangamaya entered into Collective Agreement No. 59 of 2010 signed on 09.07.2010 (hereinafter referred to as the Collective Agreement), the terms of which were extended to all employees in permanent employment in respect of the categories covered and bound including the members of the Jathika Sevaka Sangamaya.

As the Jathika Sevaka Sangamaya has also now been recognized as a bargaining agent in respect of the categories covered and bound by the Collective Agreement under reference and as the said union has continued to express its desire for its members to be covered by the terms and conditions of the Collective Agreement and the Memorandum of Understanding signed between the employer and the Sri Lanka Nidahas Sevaka Sangamaya on 09.07.2010 related to manning levels, the employer after having discussed several matters raised by both unions relating to terms and conditions of employment covered by the Collective Agreement, and after a series of discussions, parties have mutually agreed on the following as a full and final settlement limited to the matters raised pertaining to Wages, Travelling Allowance and Manning Levels.

1. Wages :

It is agreed by parties that clause 8(c) shall be amended to read as follows :

As from 01.04.2012 the employer will grant an increase in wages.

- (i) a 15% increase to all QGC operators covered and bound by Collective Agreement on the consolidated rates as at March 2012 and the said wages for April 2012 shall be a consolidated wage ;
- (ii) a 14% increase in the case for all other employees covered and bound by Collective Agreement calculated on the consolidated rates as at March 2012 and the said wages for April 2012 shall be a consolidated wage. It is agreed by parties that the afore-stated provisions shall replace those that have been stipulated in clause 8(c) of Collective Agreement No. 59 of 2010.

2. Travelling Allowance :

The employer shall pay all employees engaged in shift duties covered and bound by Collective Agreement No. 59 of 2010 a daily travelling allowance of Rs. 200 with effect from 01.04.2012.

It is agreed by parties that the foregoing provisions shall replace the provisions stipulated in clause 11(e) of Collective Agreement No. 59 of 2010.

3. Manning Levels :

It is agreed by the employer and the unions that the provisions set out in Schedule 1 hereto shall replace and amend the provisions in relation to manning levels wherever relevant in the Memorandum of Understanding signed by the employer and the SLNSS on 09.07.2010.

Subject to the relevant amendments, all other provisions with regard to work practices that have been agreed by parties in terms of the Collective Agreement under reference (pertaining to work practices) shall continue to operate and bind parties to this MOU.

4. It is hereby agreed by the parties to this Memorandum of Understanding that subject to the variations of terms and conditions set out hereunder, the provisions of the Collective Agreement which is currently in force will continue to operate and bind all parties to this MOU for a minimum period of one year commencing 24 April 2012 or until such time the Collective Agreement is renewed.

5. The employer, the unions and the employees covered and bound by this Memorandum of Understanding hereby agree that during the operation of Collective Agreement No. 59 of 2010, no party shall unilaterally attempt to amend, vary or alter any of the terms of the Collective Agreement or of the MOU and the unions and the employees further agree that they shall not, either raise any demand or resort to any form of trade union action, in relation to any matter covered by this Agreement.

Provided, nothing in this clause will prevent the Union and the employees from raising a genuine grievance in relation to a matter set out in schedule I hereof, through the employees' grievances procedure incorporated in clause 16 of the Collective Agreement.

In witness whereof the parties afore-mentioned have hereunto set their hands at Colombo on this 24th day of April 2012.

.....
for and on behalf of :
South Asia Gateway-
Terminals (Pvt.) Ltd.

Name : Laksiri Nonis
Designation : GM Operations

.....
for and on behalf of :
Sri Lanka Nidahas-
Sevaka Sangamaya

Name : Ranjith Hettiarachchi
Designation : (Secretary, Corporations)

.....
for and on behalf of :
Jathika Sevaka Sangamaya

Name : Suranga Naulage
Designation : (Chief Organizer)

Witnesses :

1.	2.	3.
Deshan Devasagayam	G. K. N. Anuradha	R. K. R. Priyantha
(General Manager Human Resources)	(President SAGT Branch Union)	(President SAGT Branch Union)

Schedule 1

1. A total of 25 employees would be deployed to operate any 10 QGCs including all twin lift Quay Cranes on a shift at any given time on a machine-to-man ratio of 1:2. There will be no change to the existing practice of deploying 2 operators per crane. The employer will permit 5 employees to cover leave requirements of employees in respect of a specific shift.

2. (i) A total of 54 employees would be deployed to operate 28 RTGCs on a shift at any given time. The present practice of machine-to-man ratio of 2:3 shall remain unchanged ;

(ii) One RTG operator will be assigned to any RTG crane which is in the service bay, for the purpose of inspection after completion of repairs in addition to the aforementioned 28 RTG cranes which are in operation ;

(iii) The employer will reduce the existing cadre of forklift operators from 7 to 4 and the 3 Surplus personnel will be transferred to the RTGC cadre.

3. A total of 36 Deck/Wharf Controllers would be deployed for 10 QGCs on any shift. The present machine-to-man ratio of 1:3 shall remain unchanged. The employer will permit 6 employees to cover leave requirements of employees in respect of a specific shift.

4. Parties hereby agree that after the deployment of the two new Twin Lift QGCs for daily operational purposes, repairs and maintenance work in respect of the other cranes including the following shall continue thus :

(i) QGC 6 to be repaired immediately (repairs to begin as soon as team arrives from Malaysia) ;

(ii) QGC 8 Girder Pin Repair to begin in June 2012 ;

(iii) QGC 9 will be sold after QGC Nos. 6 & 8 are repaired.

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