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The Gazette of the Democratic Socialist Republic of Sri Lanka
EXTRAORDINARY

අංක 2260/59 – 2021 දෙසැම්බර් 30 වැනි බ්‍රහස්පතින්දා – 2021.12.30
No. 2260/59 – THURSDAY, DECEMBER 30, 2021

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1861.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Seylan Bank PLC, No. 90, Seylan Towers, Galle Road, Colombo 03 of the One Part and the Ceylon Bank Employees Union, No. 20, Temple Road, Colombo 10 of the Other Part on 09th February 2021 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

B. K. PRABATH CHANDRAKEERTHI,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
20th December, 2021.



Collective Agreement No. 14 of 2021**ADDENDUM TO COLLECTIVE AGREEMENT**

THIS ADDENDUM to the Collective Agreement is made and entered into on this 09th February 2021 by and between Seylan Bank PLC having its registered office at No. 90, Seylan Towers, Galle Road, Colombo 03 (hereinafter referred to as "the Employer") which term shall where the context so requires admit mean and include the said Seylan Bank PLC, its successors and Assigns) of the First Part and The Ceylon Bank Employees' Union, a Trade Union duly registered in Sri Lanka and having its registered office at No. 20, Temple Road, Colombo 10 (hereinafter referred to as "the Trade Union") of the other part.

WHEREAS the aforesaid Trade Union has made a request for the revision of Collective Agreement signed on 18th July 2018 and parties having discussed the uncertain economic and business conditions prevailing at present resulting from COVID 19 pandemic, have agreed on the following terms of agreement in respect of the matters set out below which shall form part and parcel of the main collective Agreement referred to above as an interim arrangement.

- (1) To Continue the benefits covered under the terms and conditions stipulated in the Collective Agreement signed on 18th July 2018 till 31st December 2021 as an interim arrangement, except the clause No. 05 of Collective agreement dated 18th July 2018, pertaining to the annual salary revision.
- (2) Applicable annual salary revision for year 2021 with effect from 01st January 2021 is depicted below:

<i>Grade</i>	<i>Revision rate</i>
Staff up to the grade to Assistant Manager	5% p.a
Staff in the grades of Manager and Senior Manager	6.75% p.a (average)*
* Performance based salary revision	

- (3) The said salary revision should be taken into account for all benefits and statutory payments connected to Basic Salary.

In witness whereof parties have set their hands hereunto on this 09th day of February Two Thousand and Twenty One at Colombo.


 Kapila Ariyaratne
 Director / Chief Executive
 Seylan Bank PLC

Kapila Ariyaratne
Director / Chief Executive
Seylan Bank PLC


Jayantha Amarasinghe
Deputy General Manager
Seylan Bank PLC

Jayantha Amarasinghe
Deputy General Manager
Seylan Towers
No. 90, Galle Road,
Colombo 3.

Witnesses:


Vajira Ellapola
Acting Director General
The Employer's Federation


Nuwan Weragala
Senior Manager Human Resources
Seylan Bank PLC

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between HDFC Bank, P. O. Box 2085, Colombo 02 of the one part and the Ceylon Bank Employees Union, No. 20, Temple Road, Colombo 10 of the other part on 6th October 2020 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956)

B. K. PRABATH CHANDRAKEERTHI,
 Commissioner General of Labour.

Department of Labour,
 Labour Secretariat,
 Colombo 05.
 20th December, 2021.

Collective Agreement No. 42 of 2020

ADDENDUM TO COLLECTIVE AGREEMENT 2018 - 2020

THIS ADDENDUM to Collective Agreement of 2018 - 2020 is made on this 06th day of October 2020 by and between the HDFC Bank of Sri Lanka duly incorporated under the HDFC Act, No. 07 of 1997 as amended by Act, No. 15 of 2023 and 45 of 2011 and having its registered office at PO Box 2085, Colombo 2 of the One Part (hereinafter referred to as "the Bank") and the Ceylon Bank Employees Union, a Trade Union duly registered in Sri Lanka and having its registered office at No. 20, Temple Road, Colombo 10 of the other part (hereinafter referred to as "the Union").

WHEREAS the Bank and the union entered into a Collective Agreement on 04th December 2018 for the period commencing from 01st January 2018 to 31st December 2020.

AND WHEREAS by the Collective Agreement signed on 04th December 2018, the parties have agreed to discuss and finalize the terms and conditions relating to non - salary benefits and any other matter.

AND WHEREAS both parties have agreed to enter into this Agreement for the payment of non - salary benefits and to cover any other matter. The Payment of allowances and benefits will be done on staggered basis and will be effective from the dates specified against each item below.

This Agreement shall cover and bind the HDFC Bank, the Ceylon Bank Employees Union, member of the Union in permanent employment with the Bank and other permanent employees of the Bank excluding Junior Business Promotion Assistants and General Purpose Workers.

This Addendum shall form an integral part of the Collective Agreement signed on 4th December 2018 by and between the aforesaid parties.

AND WHEREAS the matters agreed upon by the aforesaid parties are set out hereunder.

01. ALLOWANCES

The allowances stated below will not be included for the purpose of computing consequential benefits or other allowances.

1.1 Transfer allowance

Effective date - The date on which the Collective Agreement is signed.

In the event an employee is transferred from his/ her current station / branch to another station/ branch situated more than 75 kilo meters away from his/her current place of residence, due to service requirement, for that particular transfer, a once and for all allowance of Rs. 5,000/- for an unmarried employee, Rs. 7,500/- for a married employee and Rs. 10,000 /- for an employee married with kids, will be paid.

The payment of the above mentioned allowance will not be applicable to employees who are transferred on disciplinary grounds or on their own request.

1.2 Difficult area allowance

Effective date - 01/01/2020

The Bank will pay the below mentioned difficult Area Allowance to employees who are working in branches which have been identified by the Management as located in difficult areas. The payment of this allowance shall not be applicable to employees who are transferred on disciplinary grounds.

<i>Grade</i>	<i>From 75 to 125 km (from the permanent residence) per month (Rs.)</i>	<i>More than 125 km per month (Rs.)</i>
IV and above	2,300	2,800
V and VI	2,000	2,500
VII below	1,800	2,300

1.3 Areas classified as difficult branches

Effective date - The date on which the Collective agreement is signed

Branches categorized as difficult area are Monaragala, Anuradhapura, Nuwara Eliya, Ampara, Thincomalee, Batticaloa, Vavuniya, Polonnaruwa and Jaffna.

However, if the employee is a permanent resident of this area these allowances will not be paid.

In addition to above, a special allowance will be paid to those employees who are attached to Nuwara Eliya branch which is located in a cold climate, as per the rates approved by the Government. This will be paid only for the employees of Nuwara Eliya Branch.

1.4 Risk allowance**Effective date - 01/01/2018**

Cashier staff will be paid a Risk Allowance of Rs. 130 /- per day. This allowance will be paid for all days such work is performed, on written confirmation received from the respective Unit Head/ Branch Manager.

1.5 Out of Pocket Allowance**Effective date - 01/01/2018**

The officer in Grade IV and above who may be required to work after normal office hours on week days or on holidays will be paid the following hourly rates, subject to the conditions that to be entitled for this allowance, the officer should work for a minimum of 45 minutes after normal working hours on a weekday and a minimum of 2 hours on statutory holidays and weekends with prior approval of the Supervisor.

Grade	Amount (Rs.) per one hour
I and above	Rs. 720.00
II	Rs. 650.00
III (1)	Rs. 610.00
III (2)	Rs. 550.00
III (3)	Rs. 480.00
IV	Rs. 425.00

1.6 Key Handling Allowance - Safe Key**Effective date - 01/01/2018**

An allowance of Rs. 20/- will be paid for a day with a maximum limit of Rs. 500/- per month.

1.7 Subsistence combined allowances**Effective date - 01/01/2020**

Grade	Subsistence (Rs.)	Combined (Rs.)
II and above	Rs. 1,750	5,000
III - IV	Rs. 1,540	4,400
V	Rs. 1,260	3,600
VI	Rs. 1,000	2,800
Below VI		

1.8 Travelling Allowance

Effective date - The date on which the Collective Agreement is signed

This allowance will be applicable to the members of the staff, who travel on official duty as stipulated in the Circular(S) issued on Regulations Governing Payment of Allowances for Subsistence, Lodging, Travelling and Transport.

<i>Travelling Allowance</i>	<i>Amount per 1km (Rs.)</i>
Private vehicles	50
Hiring of motor vehicles	50
Three wheelers	40
Motor cycles	20

1.9 Regional/Branch Manager's Allowance

Effective date - 01/01/2020

Regional/Branch Managers to be paid a monthly allowance as stated below:

<i>Grading of Branch</i>	<i>Amount to be paid (Rs.)</i>
D	10,000/-
C	12,000/-
B	14,000/-
A	16,000/-
Regional Manager	20,000/-

1.10 Second Officers' Allowance

Effective date - 01/01/2020

The second officers to be paid a monthly allowance as follows:

<i>Grading of Branch</i>	<i>Amount to be paid (Rs.)</i>
D	4,000/-
C	5,000/-
B	6,000/-
A	7,000/-

1.11 Hotline Operators' Allowance**Effective date - 01/01/2020**

An allowance of Rs.3,000/- will be paid to hotline operators and selected employees attached to divisions that provides **On - Call** services on a 24 hour basis.

02. MEDICAL BENEFITS**Effective date - 01/ 01/ 2018**

Reimbursement of medical expenses will be made subject to the limits given below:-

- | | |
|-----------------------------|-------------------------|
| 1. Routing medical expenses | Rs. 91,437/- per annum |
| 2. Hospitalization | Rs. 234,000/- per annum |

2.1 Maternity in a Government Hospital

The following payments will be made subject to the existing statutory limits.

- | | |
|-------------------|-------------------------|
| Normal delivery | Rs. 17, 875/- per annum |
| Cesarean delivery | Rs. 32, 913/- per annum |

These payments shall be deducted from the Hospitalization charges referred to in 2. above.

- | | |
|-------------------------------|-------------------------|
| 3. Eye care | Rs. 22, 122/- per annum |
| 4. Dental Care | Rs. 21,284/- per annum |
| 5. Special Medical Allowance: | |

This once and for all medical allowance of Rs. 950, 000/- given to the employee and or to a member of the employee's family (spouse and Children) for special treatment such as surgery in respect of brain, kidney or heart to be done locally and/ or abroad and the existing conditions pertaining to same shall remain unchanged.

6. Additional Special Medical Allowance:

Employees and dependents who have already utilized the limits under Special Medical Allowance in full, will be entitled to an additional medical allowance of Rs. 90, 000/- per annum.

7. Medical Allowance For Prolonged Treatment:

A maximum of Rs. 91, 800/- per annum will be paid for illnesses which require long term medication i. e. thyroid, heart ailments, diabetes, kidney, cancer, depression. In the event of the routine medical expenses limit in 1. above is exhausted, this payment will be made only on the recommendation that treatment has to be continued for a prolonged period by a doctor.

8. Medical Scheme for Parents:

Parents of unmarried employees are entitled for the medical reimbursement facility, within the employee's entitled limits.

03. STAFF HOUSING LOAN FACILITY

Effective date - The date on which the Collective Agreement is signed.

Staff Housing loan will be increased to Rs. 7.5 million from the current Rs. 5 million. The rate of interest for loans up to Rs. 6 million shall be 5% per annum and for the balance Rs. 1.5 million the rate of interest shall be 6.5 % per annum as given below:

<i>Eligibility</i>		<i>Applicable Rate of Interest</i>
<i>Service Period (Years)</i>	<i>Maximum Loan Amount</i>	
3 < - ≤ 5	Rs. 3.0 Mn	5.0 % p.a.
3 < - ≤ 5	Rs. 6.0 Mn	
10 <	to Rs. 7.5 Mn	Balance Rs. 1.5 Mn. at 6.5% p.a.

All other existing terms and conditions for staff housing loan scheme will remain unchanged.

04. VEHICLE PURCHASE LOAN

Effective date - The date on which the Collective Agreement is signed.

The repayment period of the vehicle loan shall be 10 years. Once every two years, the employee is eligible to sell the vehicle for which the loan was obtained. After the existing vehicle loan is settled, the employee will be eligible once again for the entire loan amount as stated below to purchase a new vehicle:

<i>Grade</i>	<i>Loan Amount (Rs.)</i>
II and above	5,000,000
3(1) to 3(111)	3,750,000
IV	2,500,000
Below IV	1,250,000

05. DISTRESS LOAN

Effective date - The date on which the Collective Agreement is signed.

The distress loan amount shall be Rs. 200,000/- at the interest rate of 4.2% repayable in 10 years. The existing special distress Loan of Rs. 200,000/- at the interest rate of 1% + Cost of Funds repayable in 3 years will remain unchanged.

06. COMPUTATION OF INCREMENTS FOR RETIRING EMPLOYEES

For the employees who are due to retire before the month on which their increment for that particular year is due, increment will be paid proportionately, computed for the months completed by the employee, before the retirement.

07. OTHER BENEFITS

Effective date - The date on which the Collective Agreement is signed.

1. The employees who have completed a minimum of 15 years of service or and employee who has retired after a minimum of 15 years of service shall be entitled to a death donation of Rs. 200,000/-

If the deceased employee is married this donation will be given to spouse and children and for unmarried employees, the parents will receive this donation.

2. On the birth of a child, 03 days of paternal leave will be granted.

08. SPECIAL LEAVE FOR CBEU HDFC BRANCH COMMITTEE MEMBERS.

Effective date - The date on which the Collective Agreement is signed.

Type	No. of Members	Leave
Parent Union Central Committee meeting	17	Maximum 03 occasions per year
Executive Committee meeting	3	Once a month but not more than 12 meeting per year
Delegate Conference	45	Once every 02 years, maximum of 01 day
Branch Union Central Committee meeting	17	12 days in a year after 12.30 pm

Participation at any other training program or special meeting as requested by Parent Union will be considered, on a case by case basis, with the approval of the General Manager/ CEO.

09. OTHER TERMS AND CONDITIONS

All other terms and conditions in the Addendum to the Collective Agreement of 2015 and prior to 2015, which are not covered specifically in this Addendum, will remain unchanged and will be applicable hereto.


IN WITNESS WHEREOF the parties here to, acting through their representatives thereunto duly authorized, have caused this Agreement and to three others of the same tenor and date to be signed in their respective names.

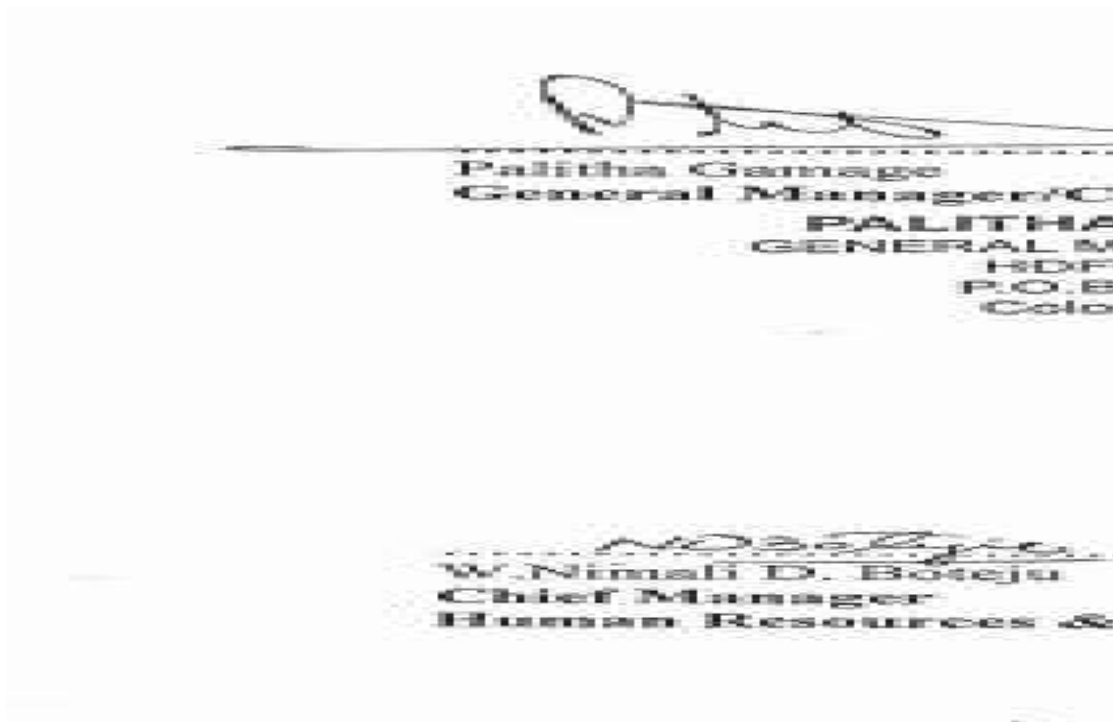
For and on behalf of the

HDFC BANK


Ms.
Chandra

CEYLON BANK EMPLOYEES' UNION


R M R W Mancha
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i Chittampal



EOG 12-0335

My No.: CI/1879.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Next Manufacturing (Pvt) Ltd, Ring Road 2, Phase 1, Export Processing Zone, Katunayaka of the one part and the Free Trade Zones and General Servicers Employees Union, No. 141, Ananda Rajakaruna Mawatha, Colombo 10 of the other part on 22nd October 2021 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactment of Ceylon (Revised Edition 1956).

B. K. PRABATH CHANDRAKEERTHI,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
20th December, 2021.

Collective Agreement No. 21 of 2021 Collective Agreement

THIS collective agreement made this Twenty - Second day of October Two Thousand Twenty-One

by and between

Next Manufacturing (Private) Limited having its registered office at Ring Road 2, Phase 1, Export Processing Zone, Katunayake of the One Part

and

Free Trade Zones and General Services Employees Union having its registered office at No. 141, Ananda Rajakaruna Mawatha, Colombo 10, Sri Lanka of the other Part.

witnesseth

WHEREAS the Parties hereto are desirous of promoting industrial peace and harmony between the Parties and develop an efficient effective working work environment.

AND WHEREAS accordingly the Parties hereto have decided to enter into a Collective Agreement wherein the terms and conditions agreed upon by the Parties hereto, to achieve the aforesaid objective are documented, upheld and abided by the said Parties.

AND WHEREFORE it is hereby agreed between the parties as follows:

1. DEFINITIONS

- 1.1 **"The Company"** refers to Next Manufacturing (Private) Limited.
- 1.2 **"The Union"** refers to Free Trade Zones and General Services Employees Union.
- 1.3 **"Employee(s)"** refers to all individuals up to and including supervisor level in the Next Manufacturing (Private) Limited Katunayake plant who are members of the Union and who are in active employment of the Company.
- 1.4 **"Collective Consultation"** (which includes consult) means to actively seek and take account of the views of the union before making decisions so that the opportunity exists to influence decisions and the implementation thereof. The responsibility and discretion of decision making however ultimately lies with the Company. The rights of the Union, to raise objections on decisions that are detrimental to the interest of the members and pursue those objections with the company shall not be curtailed by participating in Collective Consultation.
- 1.5 **"Collective Negotiation"** (which includes negotiation) means to reach an agreement through negotiation with the Union on Terms and Conditions of Employment referred to in Appendix 2.
- 1.6 **"Inform"** means the timely provision and exchange of information to enable the Company and Union to function effectively and to ensure the Company, Union and employees are properly informed about developments relating to issues covered by this Collective Agreement.
- 1.7 **"Normal Pay"** means the pay those employees contractually expect to receive a month on month with 100% attendance.
- 1.8 **"Terms and Conditions of Employment"** means normal pay, working hours, holidays, payment of overtime, Leave entitlements and other statutory entitlement.
- 1.9 **"Month"** means a calendar month.
- 1.10 **"Year"** means a calendar year.
- 1.11 **"Working Day"** means the days of a week starting from Monday to Friday except Poya Days, Public and Bank Holidays.
- 1.12 **"Union Representatives"** means the office bearers of the Branch Union.

2. RECOGNITION

2.1 Next Manufacturing (Private) Limited (referred to as the 'Company' throughout this Agreement) is committed to Collective Consultation and Collective Negotiation with the Free Trade Zones and General Services Employees Union (referred to as the 'Union' throughout this Agreement) on appropriate matters specified in this Agreement in respect of employees and pursuance of this commitment agrees to:

2.2 Collective Negotiation

The Company shall collectively negotiate with the Union on Terms and Conditions of Employment (under Appendix 1 and 2) in respect of the employees.

2.3 Collective Consultation

The Company shall inform and collectively consult with the Union on:

- Probable developments and measures where this are likely to lead to a real threat to the level of employment of employees; and
- Proposed changes that may lead to changes in the Company's structure and organization and which are likely to affect working practices and health and safety of employees; and
- Subject to the rights of the union, to raise objections on decisions that are detrimental to the interest of the members and pursue those objections with the company; and
- Disciplinary issues of any of their members;

2.4 The Company and the Union agree that any amendments and additions to the Company's policies not related to the employment of the employees will not be the subject of Collective Negotiation, although the Union expects to be notified of any significant policy changes.

2.5 Under this Agreement the Company agrees to enter into Collective Negotiation and Collective Consultation (as appropriate) exclusively with the Union on behalf of the employees represented by the Union.

2.6 The Company recognizes the Union to:

- Pursue the most effective means possible of managing and delivering change in a highly competitive business environment.
- Ensure all employees have their views and interests fully represented by elected Union Representatives.

2.7. On that basis, the parties recognize and have agreed the following shared procedures detailed in Appendix I :

- Collective Consultation
- Collective Negotiation

3. GENERAL PRINCIPLES

3.1. The parties to this Agreement recognize that the only basis on which secure and stable jobs and highly competitive terms and conditions of employment can be achieved and maintained is by ensuring the commercial success of the Company.

3.2. The parties agree that good relations between them are essential to the success of the Company and the interests of the employees. The parties also recognize that good relations can only be built and maintained based on mutual trust, reliable communications, openness and respect.

3.3. At the same time, the parties also recognize each other's distinct and legitimate functions:

- The Company recognizes the Union's responsibility to represent the views of its members and to work for secure, stable and competitively rewarded employment.
- The Union recognizes the responsibility of the Company to plan, organize and manage all the resources of the business to deliver the best possible commercial results within the Company's overall aims and objectives.

3.4. To that end, the parties also recognize their joint interest in ensuring reliable and effective communication between the Company and the employees and that:

- The Company has a responsibility to communicate and respond in a timely and meaningful manner (subject to reasonable business constraints such as commercial sensitivity) to enable the Union, in turn, to respond appropriately.
- The Union has a responsibility to communicate reliably and with integrity on behalf of its members and to respond constructively and professionally to the Company in a timely and meaningful manner.

3.5. Both the Company and the Union are committed to promoting good industrial relations and the effective management of their joint relationship by:

- Establishing, resourcing, reviewing and developing effective procedures for the day-to-day operation and development of the joint relationship.
- Ensuring that those procedures are driven by managers who are best placed to make informed decisions and take responsibility for effective and reliable communication.

4. OPERATION, REVIEW AND DURATION

- 4.1. This Agreement shall be effective from the Twenty-second Day of October Two Thousand Twenty - One (22.10.2021) and shall thereafter continue in force until the Twenty-First Day of October Two Thousand Twenty-Three (21.10.2023), unless it's determined by either party giving one month's notice in writing to the other. Either party shall be at liberty to repudiate this Agreement by giving one month's notice in writing to the other in terms of the Industrial Disputes Act. The agreement is signed for two (02) years in this instance.
- 4.2. This Agreement may only be amended through discussion and the amendments being agreed upon in writing by both the Union and the Company. A review of the operation of the Agreement shall take place annually where the parties will have the opportunity to negotiate on subjects set out in Appendix 2.

5. JOINT AIMS AND OBJECTIVES

5.1 Utilizing this Agreement, the Company and the Union are committed to:

- Supporting business aims and objectives and the success of the Company;
- Supporting Union membership and organization across the Company;
- Developing and maintaining all appropriate facilities for trade union organization and its functions and activities;
- Continuing to develop robust and reliable communication with all employees;
- Maintaining the collective bargaining process, exclusively involving the parties to this Agreement, as the most effective means of determining the Terms and Conditions of Employment that the parties have agreed in this Agreement are subject to collective bargaining.

5.2 With an enduring commitment to all of the above, the parties believe that:

- A harmonious industrial relations framework will be maintained, recognizing and respecting the distinct but complementary roles and functions of the parties.

- An effective framework for delivering good practices in all areas, including working practices, operating procedures and terms and conditions of employment, will be maintained.
- Continuous improvement in a highly competitive commercial environment is best delivered.

6. TRADE UNION FACILITIES TRAINING

- 6.1 The Company supports Union membership and activities. The Company will provide reasonable facilities for trade union representatives to carry out their functions effectively.
- 6.2 The Company shall provide check-off facilities to the Union provided that the Union submits the written consent of each member to implement such facility and consent to deduct from their salary the monthly Trade Union membership fee and remit to the parent union. The Union agrees and acknowledges that any salary deduction for Trade Union Membership fee shall be affected only with the consent of each member and the Company is entitled to comply with the instructions of the member to desist from deducting his/ her membership fee if a written request to that effect is made by the member to the Company.
- 6.3 Subject to five working days prior notice and the consent of the Company, which shall not be unreasonably withheld, trade union representatives will be permitted two hours every month paid time off work during working hours to take part in the Branch Union Committee meeting, Branch Union Committee Meeting shall be held within the Company premises.
- 6.3 In addition, the Company recognizes the value of continuing training and development for trade union representatives and will permit upon prior notice of one month and due verification of the authenticity of the education and training programme, paid time off to attend such appropriate trade union education and training programs.
- 6.4 The company will provide trade union representatives half a day paid time off during working hours once every two months, to attend the Meetings of the Parent Union.
- 6.5 The Company will provide a half day duty leave for the branch union members to attend the Annual General Meeting of the Union and the company will provide the facilities to hold this meeting at the factory premises, if requested by the Union with prior notice of one Month.
- 6.6 The Company will provide elected trade union representatives with the following facilities to enable them to carry out their trade union duties. These will be arranged between Union representatives and local managers and will normally consist of:
 - A Union filing cabinet;
 - A Space with desk and chair for the use of Union Representatives for trade union work only;
 - The Use of a telephone;
 - The provision of two specific Union notices boards;
 - The use of Company meeting rooms, following the Company meeting room booking process;
 - Items that the Company and the Union shall agree from time to time.

7. JOINT NEGOTIATING AND CONSULTATION COMMITTEE

- 7.1 The Company and the Union agree to set up a joint Negotiating and Consultation Committee ('JNCC') consisting of representatives of both sides.

7.2 The JNCC shall be governed by a written procedure , a copy of which is attached to this Agreement (Appendix 3).

7.3 The functions of the JNCC shall include:-

7.3.1 Information :

The company undertakes to supply the union with the necessary information for it to carry out effective consultation and negotiation. This shall include any proposed amendments to the Company's current employment policies and procedures as referenced in clause 1.5.

7.3.2 Consultation :

To have a proper consultation with the Union Representatives to enable feedback and discussion before decisions are taken concerning matters directly affecting the interests of Employees as set out under Appendix 1 below.

7.3.3 Negotiation :

To negotiate and reach an agreement under the process set out under Appenix 1 and on all issues about the matters set out under Appendix 2. In the event the Company and Union are unable to reach an agreement, the avoidance and resolution of disputes procedure outlined under Appendix 3 will be followed.

8. UNION MEETINGS

8.1 Meetings of Union members may be held on the Company's premises outside working hours within 1 hour before working hours commence and 2 hours after.

working hours. Meetings are not permitted on the Company's premises on weekends (Saturday and Sunday) and public holidays. Such meetings will be open to all employees who are members of the Union.

8.2 Union meetings may be held on the Company's premises inside working hours up to two hours per month provided that prior consent for such meetings shall be obtained from the Company by the Union with prior written notice of five working days. The union shall provide the Company with a timetable of regular Union meetings or give at least three working days notice of the intention to hold a meeting.

8.3 Trade Union Representatives will be granted reasonable time off to attend the agreed meetings listed below for which they will receive their normal contractual pay, including normal daily bonus/allowances provided prior written notice of five working days are given to the Company.

- Parent Union meetings
- JNCC Meetings

8.4 The Company reserves the right to deny the request if it is believed that the granting of such time off will interfere with business requirements.

9. SECURITY OF EMPLOYMENT, REDEPLOYMENT AND REDUNDANCY

9.1 The Company and the Union acknowledge that there may be occasions when either a temporary or a permanent change in circumstances necessitates the redeployment of staff or that they are considered for redundancy.

The Company and the Union will jointly deal with circumstances necessitating re-deployment and/or redundancy in agreement and on the strict principle of first come last to go.

10. AGREEMENTS RELATION TO TERMS AND CONDITIONS OF EMPLOYMENT

- 10.1 The Company and the Union will annually on the anniversary of signing this Collective Agreement, enter into mutually agreed terms relating to Terms and Conditions of Employment and the branch union demands which will be recorded in writing and,
- a copy will be kept by the Company and a copy will be kept by the Union as master copies which will be available for inspection on reasonable notice; and
 - a copy will be provided to each employee to be included in their copy of the staff handbook.
- 10.2 The staff handbook will usually be reprinted annually to include all current agreements relating to Terms and Conditions of Employment and translated to the Sinhala and Tamil languages.

11. PROCEDURAL AGREEMENTS

- 11.1 The Company and the Union are committed where appropriate to enter into joint procedural agreements for the benefit of the employees and acknowledge any joint agreements included in the appendices.
- 11.2 The Company and the Union agree that all new joint procedural agreements entered into after the date of this Agreement and the renewal of this agreement will be supplemental to this Agreement as appendices. A copy will be kept by the Company and the union and will be available for review at any time on request.

12. CONFIDENTIALITY

The Company and the Union agree not to discuss any issue in respect of which Collective Negotiation or the Collective Consultation is to take place or is taking place between them, or any other issue which may be the subject matter of discussion between the parties from time to time, with any third party (including, for the avoidance of doubt, any form of media) other than their own advisors (including Global unions and allied in which the union is affiliated), as required by law.

13. BINDING AGREEMENT

This Agreement supersedes all prior agreements between the parties.

14. APPENDICES

14.1 Appendix 1 - Procedure for Collective Consultation & Negotiation

- 14.1.1 The Company and Union will ensure that those employees forming the JNCC have the appropriate knowledge and decision-making ability required.

- 14.1.2. The JNCC will comprise of:

- **On behalf of the Company:**

Six Representatives of the Company

- **On behalf of the Union:**

Six Branch Union Representatives which include representatives from each of the divisions in the Company and two officials from the parent union

14.1.3. Annual Consultation:

14.1.3.1. The Union and the Company will meet six (6) monthly (or such other time as the Company and the Union shall agree) to collectively consult on the matters listed under Appendix 2.

14.1.3.2. The Company and the Union shall agree on agenda matters in advance of the annual consultation.

14.1.3.3. The Company and the Union shall agree with the appropriate mechanism for any further consultation, if the parties agree that it is required and the timescale for any consultation, including the number and timing of any meetings.

14.1.4. Ad Hoc Consultation:

14.1.4.1. If there are matters upon which the parties wish to inform and consult, the Company will notify the Union or vice versa orally or in writing with reasonable notice.

14.1.4.2. The Company and Union will agree:

- the appropriate mechanism for any further consultation, if the parties agree that it is required; and
- the timescale for any consultation, including the number and timing of any meetings; and
- the representatives from the Company and the Union who will participate in the consultation.

14.1.4.3. The parties will ensure that those attending have the appropriate knowledge and decision-making ability.

14.1.4.4. Unless the parties agree otherwise the ad hoc consultation or negotiation process will not exceed 4 weeks in duration.

14.1.5. Annual Negotiation:

14.1.5.1. The anniversary date for Annual Review is normally October each year.

14.1.5.2. In advance of the anniversary date, the Union will confirm in writing to the Company its agenda of topics for negotiation and provide any relevant documents and the Company will confirm in writing to the Union any matters that it wants to address.

14.1.5.3. In advance of the anniversary date and after receiving the agenda the Company and the Union will agree on meeting date(s), time(s) and the venue for the next annual review.

14.2 Appendix 2 - Company Policies included in Collective Negotiation

14.2.1. Any future amendments implemented by the Company after the date of this Agreement to the following matters shall be the subject of negotiation:

- Wages
- Holidays
- Leave
- Health and Safety
- Education and training
- Trade Union facilities
- Production Incentive
- Bonus

- Welfare, Benefits and loans
- Meals, transport and other existing privileges and the Demands submitted by the branch union from time to time

14.3. Appendix 3 - avoidance and resolution of disputes resolving procedure

14.3.1. Principles:

- 14.3.1. The Company and the Union are fully committed to the settlement of all the disputes arise out of the the agreement by voluntary agreement and will apply all their best efforts to that end in good faith.
- 14.3.1.2. The Company and the Union also agree that the avoidance of disputes is of the paramount importance of both parties and that, whenever disputes arise, they should be promptly pursued and resolved through clear and effective procedures.
- 14.3.1.3. Until the procedures outlined below are exhausted, up to and including the involvement of the Labour Commissioner, no sanction of either a partial or general nature shall be applied either by the Company or the Union including strike action, which would interfere with or prevent normal working and the status quo shall prevail.

14.3.2. Procedure

- 14.3.2.1. In the event of a failure to agree following Collective Negotiation, either party may serve written notice on the other, invoking this Procedure and setting out the nature of the failure to agree.
- 14.3.2.2. Within 10 working days, the following will meet to resolve the dispute:
 - **On behalf of the Company:**
Maximum six representatives
 - **On behalf of the Union:**
Maximum six representatives of the Branch Union
- 14.3.2.3. The timeframe for calling meetings (i.e., 10 working days) will apply wherever practicable. Where meetings cannot be arranged for justifiable reasons, a variation will be agreed upon by mutual consent.
- 14.3.2.4. If the Branch Union and the Company is unsuccessful in resolving any dispute, representatives from the Parent Union must be invited for negotiations.

14.3.3. Labour Commissioner

- 14.3.3.1. If this Procedure specified above proves unable to deliver a settlement within 30 days, the matter may be referred with the agreement of both parties to the Labour Commissioner.
- 14.3.3.2. Union Action:
The Union agrees to provide prior written notice to the Company of seven working days, should they resort to any form of Industrial Action, including but not limited to: strikes, work to rule, overtime bans and go slows.

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PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 30.12.2021

In witness hereof, parties have hereto set their hands on this 22nd day of October Two Thousand and Twenty One.

Next Manufacturing (Pvt) Ltd

.....
David Reay
Next Manufacturing.....

David Reay
Director - Manufacturing
For and behalf of
Next Manufacturing (Pvt) Ltd

Witness:


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EOG 12-0336