Actually, the labour office has provided us with a job contract template which we have added to our existing contract where there is an update required. Please see below answers to your questions. I have combined them together as some of them are repetitive.

1. MOST IMPROTANTLY – we need to see how this contract can be RE-STRUCTURED as a CONTRACTUAL JOB – the fact of the matter is our business is of this nature.

If this cannot be achieved then the following items need to be looked at, but I would like to know why this would fail as the labour office has already specific there is a such job type as “contractual job”.

composing our employee contract as a Contractual Job saves us from unnecessary hassle. But it means employees would be nervous or whatever.. but we managers know we will continue to treat and handle everyone the same way as we have always done.

* **The Labor Law Amendment 2022 (6) has introduced some significant changes to the employment landscape in Bangladesh. One of the key changes is that an employee will now be considered as a permanent employee if they work for more than 180 days in a row. This means contractual job cannot last more than 6 months.**
* **However, there is a loophole in the law that allows employers to hire employees on project-based contracts. These contracts must be specifically designed for a fixed project-based work – i.e. hiring someone for SEO or a specific data entry project for 1 year, and employees hired on these contracts cannot be assigned tasks outside of the project scope. However, this cannot be used widely for everyone and the number needs to remain a low lower than the total number of permanent employees.**

**Rob comment:**

**So this is interesting and fits our needs quite well actually.**

**New employees would be hired on contractual basis, and if they serve long enough they become permanent employees.**

**We already know our most loyal staff will be given the new permanent contract.**

**So we need 2 contracts. And we need to decide who will be on the contractual agreement for now.**

1. You got the right idea on composing the salary structure, the basic needs to be mininmal, and then other factors such as housing factor etc make up the rest of the salary.

It is very important to keep the basic amount at the MINIMAL level, this protects the company in terms of severance payment requirement. This is usual practice in Dubai and other Asian countries. (it doesn’t exist in uk).

* **Actually, this is our existing structure. The new amendments stated that the basic cannot be less than 50% of the total salary which we already have. So, no changes required here.**

1. What rules does labor office have for probationary period? It might be important to extend probation period to 4 months or 6 months – depending on what rules they have. E.g. during probation employee has no benefits, or whatever. This needs to eb looked into.

* **The law has clearly mentioned the probation period to be 3 months. However, the employer can extend this up to 6 months if they are not satisfied with the performance of the employee at the first 3 months. Written notice is required for this extension and once the probation period is over, the employee becomes permanent automatically. Severance pay or paid holidays are not applicable on probation period.**

**Rob comments:**

**Ok so this is a useful loop hole we need to use.**

**But its probably not required since according to Point(1) we would go ahead and hire people on contractual basis initially – so that would have the same effect of extending probation to 6 months.**

**What possible issues do you see with this?**

**Maybe “unwillingness of people to join the job because of contractual starting?”**

**And people more willing to join no matter about probation period?**

1. Clause 4.1 and 4.2 are conflicting. Employee can give 2 months, but employee has to give 4 months. This doesn’t add up. We may be missing something here, sub clauses or something. Please look into this again.

* **This is applicable for employees who have completed at least one year with us and we are releasing them without any valid cause – i.e. overstaffed/redundancy, disciplinary or fitness issues etc. We do not really want to go thorough this as long as an employee is doing well. This term gives the employee protection where the employer suddenly dismisses him without any valid reason.**

1. Clause 4.7 states; After submitting the resignation letter to the Employer, the Employee has to hand over all the, responsibilities before leaving and completes any pending tasks without taking any kind of leaves from work. This would come under gross misconduct and needs to be tied to one of the dismissible cases in 4.6.

* **This will reflect on their experience letter, service book and if someone does any damage to this before leaving us, we can surely file a complaint.**

1. Clause 5.2 – break requirement – are there any rules regarding breaks for employees? Maybe we are giving too much? Or too less?

* **This is also specified, for an 8-hour shift, we need to allow 1 hour of break time in total.**

1. Clause 6.4 – employee can take 14 days sick leave. And what happens if employee takes more than that – what is that considered? Some kind of dismissible misconduct as per 4.6? there has to be an indirect connection somewhere in the Labour rules – otherwise companies would be stuck with a abusive worker.

* **As long as the employee is not hospitalized, they can take up to 14 days sick leave per year. For hospitalized people, it can be up to 2 months when the employer cannot fire him. But if someone take more than 14 days without being hospitalized and has sufficient evidence to support that he was really sick, the employer can be released under clause 4.5 (not physically or mentally fit for the work). And if the evidence are not valid, we can take disciplinary action for fraud.**

1. Section 8 – need a explicity clause stating there should be no contact with client in any shape or form upon leaving the company, or upon leaving the client engagement whilst still in employment. need a sub -clause stating the penalty for doing this -some kind of financial reimbursement to the company.

* **I believe clause 8.4 and 8.6 covers this.**

1. Company registration - Lets get this done if its not been done yet – that’s a default thing that should be done anyways.

* **We have already started the procedure and stuck with one document that is required. We need a copy of the rent agreement. Requested Khukon to look into this.**

1. We may need to make some changes to our holiday and leave policies, such as adding mandatory public holidays in Bangladesh to our calendar. daniel show me the revamped holiday calendar, I need to see it’s suitability with clients (current and future). Adding more bd holidays means removing some foreign holidays to keep the same balance.

* **Ok, I send you for review. Yes, we need to add 4 extra BD holidays that are mandatory.**

1. We can lay off employees, but we must give them at least 1 month's notice or a basic salary of 1 month. For employees who will work less than 1 year, we can give them 15 days' notice or 50% of a basic salary.

This is standard everywhere, and its better for company and employee. Problem is employees were not honouring this, and we had to reduce it to 15 days. So now we have the labour office support to managing this. So this is a good thing. Both parties should give 1 month notice to be fair.

* **Layoff can only be used for being overstaffed or financial crisis of the company i.e. losing sudden large contracts. We cannot use this regularly for any other cause and a copy of this layoff notice needs to be sent to the labour office with appropriate cause for the layoff.**

1. We must also keep documentation to support our decision to lay off an employee. If we need to hire an employee with the same skills and designation in the future, we must call, email, and mail the laid-off employee to offer them the opportunity to rejoin.

We do this anyways – we always want the previous employee back so this is implemented already as part of our ‘unwritten policy’.

* **Agreed.**

1. We must offer employees at least a 5% annual increment.

this one doesn’t make sense to be honest – no authority can dictate what payrise someone should get -this is totally dependent on business finance. Please double check this. Any rule like this would strangle companies in the region.

* **This is another amendment from the recent 2022 update. See the full term below:**

**“The Bangladesh Labor Rules (BLR) 2015, as amended, introduced a mandatory yearly wage increment of no less than 5% of the basic wages for all permanent employees who have completed at least one year of service. This amendment aims to ensure that employees' wages are regularly adjusted to keep pace with rising living costs and maintain fair compensation practices.**

**(The 2022 Amendment to the BLR does not stipulate any provisos or exceptions that employers can exploit to impose preconditions on wage increments. This means that employers cannot mandate conditions like meeting performance targets (KPIs) or achieving minimum profitability thresholds before granting the mandatory wage increment.)**

**To adjust to these changes, we will remove our existing increment structures which used to happen on 6th, 12th and 18th months. Now it will happen on 12th, 24th, 36th etc. And in general only about 5% employees end up staying here for more than 3years to be honest so don’t think it causes much issues for us except for the existing staffs we have.**

1. Employees who work less than 1 year are not eligible for paid leave. Employees who will work more than 1 year will earn 1 paid leave for every 18 working days. Casual leave and sick leave are unpaid. We have this kind of policy already. It basically means about 12 days paid leave a year.

* **Yes, agreed.**

1. Employees who will work less than 6 months can be released immediately

Personally I don’t like this, as I feel it is important to be fair to another human being and give him/her some time to find another job if possible. At least 2 weeks is fair, we are dealing with humans afterall.

* Agreed.

1. The government strictly monitors fire safety in workplaces. We must have at least 1 fire extinguisher for every 500 square feet of office space

This is critical actually, we need to action this right away if it hasn’t been done yet. Safety is important, I don’t know how I didn’t even think of this, because I always think about safety in my mind.

* This is actioned already, the fire extinguishers are bought and will be ready in the next couple of days.

1. All recruitment and dismissal documents must be kept in both physical and electronic formats. Both the employer and employee must retain physical copies of these documents in case of any future appeals.

What this basically means is everything must be documented. Even for example someone taking paid leave – get them to sign something that says “I accept taking paid leave for xx/xx/xx. Or someone agreeing to UPL – get them to sign that they are agreeing. Document everything from now on.

* **Yes, agreed.**

1. I visited the labor office today and received a complaint from one of our existing staff members about Aminur Rahman's (Khukon) misbehavior. The labor officers interrogated me regarding the complaint. Still, I strongly denied it, emphasizing that Staff India does not tolerate such behavior and that all managers interact with their subordinates respectfully. What kind of bullshit is this? How people speak to each other, deal with each other is a human thing – tehre can be no outside authority dictating this. Id like to know what is the complaint and how or what basis can the labour office bother to have any ‘input to say something’ in this matter.

so now 2 staff we're fighting in the office - the labour office will waste their time wiht this? complete nonesense.

* **The Labor Office only intervenes when an employee files a complaint through the government portal against an employer for misbehaving or harassing an employee. As long as the behaviour remains professional and not personal attacks on an employee, we do not need to worry about this.**

**In response to this situation, labor officials have recommended two strategies to effectively address workplace concerns and minimize reliance on the government portal for complaint resolution:**

1. **Establish a Grievance Handling Committee (GHC): Form a dedicated committee comprising at least three members tasked with handling employee grievances promptly and impartially. This committee will provide an internal mechanism for employees to raise their concerns and seek resolution without resorting to external channels.**
2. **Implement a Complaint Box System: Install a complaint box in the office premises to provide employees with a convenient and accessible means to voice their concerns without hesitation. Regularly check the complaint box to ensure prompt attention to employee grievances**