

# MEMORANDUM OF LABOUR AGREEMENT (01.01.2017 TO 31.12.2018)

## REPRESENTING THE EMPLOYERS VIZ:

The Bangladeshiyo Cha Sangsad having it's Registered Office in Dhaka (hereinafter called the Sangsad).

- |                                 |   |
|---------------------------------|---|
| 01. Mr. Ardashir Kabir          | : Chairman, Bangladeshiyo Cha Sangsad (BCS)       |
| 02. Mr. M. Shah Alam            | : Senior Vice-Chairman, BCS & Member, LH&WSC, BCS |
| 03. Mr. Riazur Rahman, FCA      | : Vice-Chairman, BCS                              |
| 04. Mrs. Laila Rahman Kabir     | : Former Chairperson, BCS & Member, LH&WSC, BCS   |
| 05. Mr. A. Q. I. Chowdhury, OBE | : Former Chairman, BCS & Committee Member, BCS    |
| 06. Mr. M. Wahidul Haque        | : Former Chairman, BCS & Committee Member, BCS    |
| 07. Mr. M. Salman Ispahani      | : Former Chairman, BCS & Committee Member, BCS    |
| 08. Mr. Mohd. Safwan Choudhury  | : Former Chairman, BCS & Committee Member, BCS    |
| 09. Mr. Imran Ahmed             | : Committee Member, BCS                           |
| 10. Mr. Tahsin A. Choudhury     | : Committee Member, BCS & Convenor, LH&WSC, BCS   |
| 11. Mr. M. Samad Chowdhury      | : Committee Member, BCS                           |
| 12. Mr. Mohammed Nader Khan     | : Committee Member, BCS                           |
| 13. Mr. Kamran T. Rahman        | : Committee Member, BCS & Member, LH&WSC, BCS     |
| 14. Mr. Md. Abdul Awal          | : Committee Member, BCS & Member, LH&WSC, BCS     |
| 15. Mr. Golam Mustafa           | : Committee Member, BCS & Member, LH&WSC, BCS     |
| 16. Mr. Mir Mahbubul Haque      | : Committee Member, BCS & Member, LH&WSC, BCS     |
| 17. Mr. S. K. Anam              | : Member, LH&WSC, BCS                             |
| 18. Mr. Altamash Hasan          | : Member, LH&WSC, BCS                             |
| 19. Mr. Syed Mohiuddin          | : Member, LH&WSC, BCS                             |
| 20. Mr. Anis Uzzaman            | : Member, LH&WSC, BCS                             |
| 21. Mr. Numan Haider Chaudhury  | : Member, LH&WSC, BCS                             |
| 22. Mr. G. M. Shiblee           | : Branch Chairman, Sylhet & Member, LH&WSC, BCS   |
| 23. Mr. Mumtazul Hasan          | : Branch Chairman, Chattagram & -do-              |
| 24. Dr. Kazi Muzafar Ahammed    | : Secretary, BCS                                  |

REPRESENTING THE WORKERS of Tea Estates viz:

The Bangladesh Cha Sramik Union having its Registered Office at Srimangal in Moulvibazar District (hereinafter called the Union).

- |     |                            |                                       |
|-----|----------------------------|---------------------------------------|
| 1.  | Mr. Makhan Lal Kormakar    | - President                           |
| 2.  | Mr. Bashista Tati          | - Working President                   |
| 3.  | Mr. Pankaj A. Kando        | - Vice- President                     |
| 4.  | Mrs Jeshmin Akter          | - Vice-President (Women)              |
| 5.  | Mr. Ram Bhajan Kairi       | - General Secretary                   |
| 6.  | Mr. Nipen Paul             | - Joint Secretary                     |
| 7.  | Mrs. Rekha Bakti           | - Assistant General Secretary (Women) |
| 8.  | Mr. Paresh Kalindi         | - Finance Secretary                   |
| 9.  | Mr. Dhona Bauri            | - Organizing Secretary                |
| 10. | Mr. Md. Shahidul Islam     | - Organizing Secretary                |
| 11. | Mr. Rabindra Gour          | - Organizing Secretary                |
| 12. | Mr. Kamal Chandra Boonerji | - Organizing Secretary                |
| 13. | Mr. Bijoy Hajra            | - Organizing Secretary                |
| 14. | Mr. Raju Goala             | - Organizing Secretary                |
| 15. | Mr. Nirajan Nath           | - Organizing Secretary                |
| 16. | Ms. Gayatri – 2            | - Member                              |
| 17. | Ms. Doli Rani Naidu        | - Member                              |
| 18. | Mr. Uzzal Painaka          | - Member                              |
| 19. | Ms. Srimati Bauri          | - Member                              |
| 20. | Ms. Shabita Goala          | - Member                              |
| 21. | Ms. Kalpana-4              | - Member                              |
| 22. | Ms. Beena-2                | - Member                              |
| 23. | Mr. Nirmal Das Painaka     | - Member                              |
| 24. | Mr. Sanju Adhikari         | - Member                              |
| 25. | Mr. Anirudha Baraik        | - Member                              |
| 26. | Mr. Ratan Teli             | - Member                              |
| 27. | Mr. Debendra Baraik        | - Member                              |
| 28. | Mr. Debu                   | - Member                              |
| 29. | Mr. Jatan Karmakar         | - Member                              |
| 30. | Mr. Karna Tati             | - Member                              |

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20/05/2020

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WHEREAS a Charter of Demands dated 22<sup>nd</sup> January, 2017 was submitted by the Bangladesh Cha Sramik Union to the Bangladeshiyo Cha Sangsad on 29<sup>th</sup> January, 2017 and

WHEREAS the Bangladeshiyo Cha Sangsad having taken cognizance of the Charter of Demands submitted to them by the Bangladesh Cha Sramik Union and also changed economic conditions and considering in the light thereof that some alterations should be made in the wage structure of tea garden workers in Sylhet, Moulvibazar, Hobiganj, Chittagong and Rangamati Districts and -

WHEREAS the parties hereby are most desirous of continued industrial peace, productivity and of ensuring the prosperity of both the workers and the employers in the tea industry undertook to negotiate a mutually agreed wage etc., as such negotiations took place on 9<sup>th</sup> February, 2017, 9<sup>th</sup> March, 2017, 29<sup>th</sup> March, 2017, 24<sup>th</sup> April, 2017, 8<sup>th</sup> May, 2017, 23<sup>rd</sup> May, 2017, 13<sup>th</sup> July, 2017, 25<sup>th</sup> September, 2017, 10<sup>th</sup> October, 2017, 25<sup>th</sup> October, 2017, 6<sup>th</sup> November, 2017, 10<sup>th</sup> December, 2017, 27<sup>th</sup> December, 2017, 11<sup>th</sup> January, 2018, 26<sup>th</sup> February, 2018, 7<sup>th</sup> March, 2018, 16<sup>th</sup> April, 2018, 15<sup>th</sup> May, 2018, 28<sup>th</sup> May, 2018, 30<sup>th</sup> July, 2018. MOU was signed on 20<sup>th</sup> August, 2018 between the parties on reaching a consensus on the issues raised by BCSU in their Charter of Demands dated 22<sup>nd</sup> January, 2017 between the BCS and the BCSU.

The Draft prepared in the light of the MOU signed on 20.8.2018 by both the BCS and the BCSU was placed before their central/main body and having obtained due approval as required in the normal manner/as practised by BCS and BCSU and therefore, it is now agreed by both the BCS and the BCSU as:

Language of Memorandum of Labour Agreement: The Memorandum of Labour Agreement (MLA) would be written in English and Bengali and signed by both the parties. However, if any discrepancies raised whatsoever the MLA in English version would prevail.

1. That this agreement shall be effective from 1<sup>st</sup> January, 2017 and shall remain in force until 31<sup>st</sup> December, 2018.

Arrear will be effective from 1<sup>st</sup> January, 2017 to 26<sup>th</sup> August, 2018 based on actual working days; 1<sup>st</sup> instalment 50% before Durgapuja, 2<sup>nd</sup> instalment 25% on December, 2018 and 3<sup>rd</sup> instalment 25% in the end of January, 2019.

2. That during the currency of this Agreement no further demands will be made by either party unless any unforeseen circumstances arise such as a sizeable rise or fall in cost of living or a sizeable adverse change affecting either production or price of tea. During the currency of the agreement new charter of demands can be submitted for the next agreement before 1 (one) month of expiry of the agreement.
3. That the Sangsad shall strongly recommend to its members as well as to any person owning a tea plantation in Bangladesh and willing to becoming a member of the Sangsad after the date of execution of this Agreement that the terms and conditions hereof shall be followed.
4. **FIXATION OF WAGES FOR DIFFERENT CATEGORIES OF WORKERS WHO ARE IN THE PERMANENT ROLL:**

a) Categories of Tea Estates:

For the purpose of ascertaining under the provisions of this Agreement the rates of emoluments and amount of Attendance Incentive etc. to be paid by Members of the Association to their employees covered by this Agreement, Tea Estates shall be considered to fall into one of three Categories as follows:

### **Sylhet, Moulvibazar and Habiganj Gardens:**

Category 'I' - Producing an average of 180,000 kgs of tea or more per annum.

Category 'II' - Producing an average of 108,000 kgs of tea or more but less than 180,000 kgs per annum.

Category 'III' - Producing an average of less than 108,000 kgs per annum.

### **Chattagram and Rangamati Gardens:**

Category 'I' - Producing an average of 113,000 kgs of tea or more per annum.

Category 'II' - Producing an average of 45,000 kgs of tea or more but less than 113,000 kgs per annum.

Category 'III' - Producing an average of less than 45,000 kgs of tea per annum.

- i) For the purpose of ascertaining the category of a tea estate under this Clause there shall be taken the annual production of tea per annum in each of the Calendar years 2014, 2015 and 2016. In each year the Sangsad shall provide, on request, to the Cha Sramik Union with a statement showing three years and the three years average production thereof.
- ii) Each Member of the Sangsad shall ascertain the Category into which each of his/her estate(s) will fall calculated on the basis of average production of tea in the three preceding calendar years.

#### **b) Wages Rates for Permanent Workers:**

i) The grades/classes of tea garden workers and their wages/salary scales shall be as follows:

Grade – 01: Permanent workers (Monthly rated):

01. Electricians
02. Mistries
03. Sirdars
04. Lathe Operators
05. Dressers
06. Dhais
07. Peons / Messengers

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Grade – 02: Permanent Workers.

ii) Salary Scale of Permanent Workers (Monthly Rated) (Grade: 01)

Sl. No.	Classes/Categories of tea gardens	Salary Scales Sirders, Mistries, Lathe Operators, Dhais, Peon and Messengers
01.	A-Class/Category-1	5100-34 x 10-5440-46 x 10-5900-64 x 10-6540
02.	B-Class/Category-2	5100-34 x 10-5440-46 x 10-5900-64 x 10-6540
03.	C-Class/Category-3	5100-34 x 10-5440-46 x 10-5900-64 x 10-6540

Salary Scale of Permanent Workers (Monthly Rated) (Grade: 01)

Sl. No.	Classes/Categories of tea gardens	Salary Scales Electricians and Dressers
01.	A-Class/Category-1	5200-35 x 10-5550-47 x 10-6020-65 x 10-6670
02.	B-Class/Category-2	5200-35 x 10-5550-47 x 10-6020-65 x 10-6670
03.	C-Class/Category-3	5200-35 x 10-5550-47 x 10-6020-65 x 10-6670

A Fixation Example is attached: Annex – A (i - ii).

iii) Wages of Permanent Workers (Grade: 02)

Sl. No.	Classes/Categories of tea gardens	Daily Wages (Tk.)
01.	A-Class/Category-1	102.00
02.	B-Class/Category-2	100.00
03.	C-Class/Category-3	99.00

- iv) a. It is agreed that the Permanent Workers will be paid wages for weekly holiday and Permanent Workers will be paid 7 days wages per week including holiday.
- b. It is also agreed between BCSU and BTA that a worker who remains absent more than 1 day within the week will not be entitled to qualify for the one day's weekly holiday payment".
- v) a) Casual Workers will be paid same wages as permanent workers and the task (Nerik) of works to be done by them would be same as permanent workers.
- b) Casual workers to be engaged at the discretion of the management will continue.
- c) The following will, however, receive allowances at the increased rates mentioned against each as mentioned below:

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Types/ Classes of workers/works	Enhanced Allowance(s) (in Taka.)
Electricians	200.00 per month
Mistries	200.00 per month
Sirdars	200.00 per month
Lathe Operators	200.00 per month
Dressers	225.00 per month
Dhais	150.00 per month
Peons, Messengers, Chowkidars, Malis, Washermen, Sweepers, Paniwallas and Cowherds	85.00 per month
Crèche Attendant	85.00 per month
Patient Attendant	135.00 per day
Jugali Sarder	30.00 per day
Factory Workers Allowance	3.00 per day
Training Allowance (for participation in training courses)	135.00 per day
Retirement (pension) allowance:	
a) for Permanent Workers:	100.00 per week
b) for Permanent Workers (Monthly Rated):	150.00 per week

**d) Permanent Drivers (Monthly Rated):**

Salary and other benefits for Drivers (Monthly Rated) whether he / she is a member of the Bangladesh Cha Sramik Union or Bangladesh Tea Estate Staff Association is generally guided by the terms agreed with Bangladesh Tea Estate Staff Association. Accordingly, the Drivers (Junior & Senior, Monthly Rated) belonging to Bangladesh Cha Sramik Union would be entitled to receive Salary Scales as agreed with the Bangladesh Tea Estate Staff Association vide Staff Agreement (01.01.2016 to 31.12.2017).

**5. RISK ALLOWANCE:**

A sum of TK. 5.00 per day will be paid as Risk Allowance for spraying Insecticides and weedicides to the workers for those days engaged in actual spraying.

**6. FESTIVAL ALLOWANCE / BONUS:**

All permanent garden workers will get, in lieu of previous 'Incentive Bonus', festival allowance equal to wages of 45 days in each year, to be paid in two installments on the occasion of two main festivals (Lal Puja (Fagua)/Eid-ul-Fitr and Durga Puja/Eid-ul-Azha ) on the following basis of attendance. For permanent workers (monthly rated) the calculation will be one and a half month basic salary in two installments on the following basis of attendance:

Number of days attended in work in the previous year	Percentage (%) of festival allowance to be entitled
250 or more	100%
225 to 249	75%
201 to 224	50%
175 to 200	25%
under 175	20%

That for the purpose of calculating attendance there shall be counted all days of absence from work THAT ARE PAID FOR INCLUDING MATERNITY LEAVE. Here the term 'Paid For' shall include those days even on which a proportion of pay has been given to a worker e.g. Sick Pay, Extra Sick Leave Allowance etc. but NOT Subsistence Allowance, paid during the pendency of an inquiry when dismissal or suspension was awarded as a punishment.

It is agreed that the festival allowance will be apportioned as 60% during Durga Puja and 40% during Lal Puja (Fagua) and accordingly the workers will be paid.

#### 7. CONCESSIONAL RATIONS:

- i) Supply of food grains not being in the hands of employers it is agreed that the employers shall give all workers the benefit of food grains in accordance with established custom in the gardens depending on Government Scales and instructions which may be amended from time to time. Entitlement of concessional ration will be in accordance with existing practice and as per BCS circulated Labour Manuel (L.M.9), 8<sup>th</sup> February, 1984 and further; members should provide each worker with a simple ration card giving his personal details, number of dependents, size of Khet Land holdings and weekly ration entitlement. The measurement will be in kilograms.
- ii) The benefit provided for in this clause shall be extended to those workers who may be granted sick leave without any sick allowance on a certificate of a medical officer beyond any period of entitlement of sick or extra sick allowance.
- iii) The existing practice of supply of ration (rice/wheat) at the concessional rate of Tk.2.00 per Kg. shall continue as agreed by both sides BCS and BCSU.
- iv) Ration card to be issued to every registered worker of the tea estates and Tk.10.00 will be charged if anybody has lost it.

#### 8. MATERNITY BENEFIT:

- (a) Payment of Maternity Benefit is to be continued as per law. However, it is understood that there is a need to simplify and rationalize the basis on which the benefits are calculated and paid. The Employer will approach the authority concerned accordingly. It was reiterated that the Association will continue to recommend very strongly to its members to arrange proper treatment and diet both to the mother and the baby and recommended to its members to establish child care centers (crèche house) as per law if such centers have not been already established.
- (b) The husband can take his Annual Leave during this period for 10 days or alternatively he can apply for sick attendance leave within his existing sick leave entitlement of 20 days which will be renamed to cover Sick Leave/Sick Attendance Leave.
- (c) The Sangsad will also recommend to its members to consider approaching Family Planning Department for organizing Mother's Club.

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## 9. SUPPLY OF PLUCKING GAMCHA, HAND TOOLS ETC:

- a. The Employer shall supply in a year free of cost one plucking Gamcha measuring 60'' x 44'' and one Chupi to permanent worker in the month of April every year. In addition the 2<sup>nd</sup> Gamcha and one Chupi shall be provided free of cost to those pluckers who have completed 60 days on plucking or in the month of July and the 3<sup>rd</sup> Gamcha shall be provided free of cost to those pluckers who completed 110 days on plucking.
- b. Hand tools and working implements will be supplied to the workers as and when required for doing estate work with the clear understanding that these belong to the Company/Tea Estate and any loss will be compensated for by workers.
- c. For the workers spraying Insecticides, Weedicides and other such Chemicals, Management will provide hand gloves, shoes, masks and apron as the case may be to protect them from the adverse effect of the chemicals. The Sangsad will also recommend to its members to arrange proper training for the workers involved in spraying work to train them in spraying chemicals as well as the proper use of protective devices/clothing's.
- d. Monthly Rated Sirdars, Jugali Sirdars, Peons/Messengers, Line Chowkidars, Electricians, Dressers and Dhais will be provided with an Umbrella free of cost after every two years from the date of last receipt.
- e. The Sangsad will recommend to its members to pay temporarily Tk.500.00 to the Dressers where there is no Compounder.
- f. The Sangsad will also recommend to its members to provide a set of uniform free of cost to the Office Peon every two year from the date of last receipt.
- g. Supply of Torch light to Night Chowkidars and also to Dressers and Dhais will continue to be decided by the Management.
- h. In the event of the Management being required to cut down or remove any fruit bearing trees which have been grown by a worker within his/her house compound then compensation will be paid only for any un-harvested fruits.
- i. One set Apron shall be provided to the rubber tapper once in a year for those who work regularly as rubber tapper.

## 10. KHET LANDS:

It was agreed that Ration will be deducted as per existing practice irrespective of the size of the khetland possessed by the workers.

Khetlands redistribution will be reviewed jointly by BCS and BCSU.

## 11. HOUSING FACILITIES, WATER SUPPLIES:

- a) The Sangsad will recommend to its members to provide houses to the workers as per law and agrees to re-circulate its circular regarding repair and maintenance of labour houses.
- b) Latrines will be provided to the workers in phases and also pucca latrines will be encouraged; but the daily cleanliness of these latrines will be the sole responsibility of the workers themselves. The security of the roofing and doors of the latrines will also be the responsibility of the workers.

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- c) The Sangsad has agreed to recommend to its members gradually to replace houses having tiles and Asbestos sheet roof by C.I sheets and not to construct any housing unit with tiles.
- d) The Sangsad also agrees to recommend to its members to provide pure drinking water to the workers as per provisions of Law.
- e) (i) It has been agreed that the Sangsad will recommend to its members that houses for the workers will be constructed by the management as per PDU design/Mertinga Type as per current practice.  
(ii) If any mud wall house constructed by the worker is accepted by the management for C.I. sheet roofing, then Tk.5,500.00 will be provided to the worker for that mud wall.
- f) It is agreed between BCSU and BTA that both the parties strongly urge to the workers discouraging / stop taking cattle or goats for rearing on share from outside of the Tea Estates and grazing cattle and goat inside the tea plantation.
- g) The Sangsad will recommend to its members that where (Rural Electrification Board /Power Development Board) power supply is available, electrification of the labour houses will be undertaken at the expense of the garden management on the understanding that the cost of electricity consumed would be paid by the concerned workers.

## 12. APPOINTMENT AND PROMOTION ETC:

As per law as soon as a worker is admitted to the Provident Fund a copy of 'C' Form will be given to him. This 'C' Form will be treated as his appointment letter.

- i) Registered permanent workers who are entitled to become Provident Fund member and have not been enrolled as yet should be made member and provided with 'C' form as soon as possible.

Jugali Sirdars working more than two year in the same post may be promoted as monthly rated workers, provided there are vacancies and candidates are suitable.

While implementing Crop Diversification programs workers' children will be given preference in employment if found suitable.

It is agreed that appointment of workers and staff would be made from amongst the workers' children, if found suitable and the candidate fulfills required criteria at the discretion of the management.

It is recommended that in case of retirement or death of a worker, one of the members of his/her family (in case there is no family member, a close relative of the worker, resident in the estate), if suitable, will be appointed in his / her place.

While it is agreed that Management will have the rights in selecting the best candidates in filling up staff vacancies, it is also agreed that workers' sons and daughters might apply to various gardens under intimation to the Union. The Sangsad shall recommend to its members not to make any discrimination in selection of candidates having requisite qualification.

It is understood that there is no obstacle to employment of Female Sirdar and Female Clerk provided they are qualified and capable.

It is recommended that there should be at least one Female Jugali / Sirdar per 100 female workers, provided they are qualified.

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### 13. LEAVE AND HOLIDAYS:

#### a) Leave:

- i) Annual Leave shall be granted 1 day for every 22 days of work as per Bangladesh Labour Act, 2006/2013.
- ii) Sick leave/Sick Attendance Leave for a total of 20 days with pay in each calendar year will be admissible to every permanent worker.

#### b) FESTIVAL HOLIDAYS:

- i) Every permanent worker shall be allowed in each Calendar year 14 days festival holidays with pay.
- ii) These holidays shall be on the following occasions:

Shaheed Day	--	1 day
Independence Day	--	1 day
May Day	--	1 day
Victory Day	--	1 day
Birthday of the Father of the Nation		
Bangabandhu Sheikh Mujibur Rahman	--	1 day
National Mourning Day	--	1 day
Eid-ul-Fitr	--	1 day
Eid-ul-Azha	--	1 day
Lal Puja (Fagua)	--	1 day
Durga Puja	--	3 days
Shab-e-Barat	--	1 day
Pous-Sankeranti /Christmas Day/		
Bengali New Year Day	--	1 day
		Total: 14 days

- iii) If any festival holiday with pay immediately precedes or follows a normal garden closed day then any work required to be undertaken shall proceed on the normal garden closed day at normal rates of remuneration.
- iv) In the event of legislation being introduced or any direction given by the Government for alternate festival holidays to be given to workers with pay then the holidays mentioned above will be amended accordingly.
- V) In the day of the National election workers will get leave with pay for that day.

C. Lump Sum: For Ligation, Vasectomy, I.U.D. cases:

The Sangsad will recommend to its members to pay:

#### i) For Ligation:

A Lump sum of Tk.400.00 with 14 (Fourteen) days leave with pay to be given by the employer for undergoing Tubectomy and Minilaproctomy with the prior approval of the Management.

#### ii) For Vasectomy:

A Lump sum of Tk.350.00 with 7 (Seven) days leave with pay to be given by the employer for undergoing vasectomy with the prior approval of the Management.

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*A.k.*

**iii) For I. U. D.:**

No financial incentive will be provided for I.U.D. as it is a temporary family planning measure.

**14. LEAVE PASSES:**

The Sangsad shall recommend to its members to follow Bangladesh Srama Ain, 2006/2013 in respect of granting of leave passes and maintenance of a Leave Register.

**15. PROVIDENT FUND:**

- a) As per Bangladesh Labour Act, 2006 / 2013 (Section 265 to 272)
- b) It is agreed that after death / retirement of a worker, tea garden management should submit the necessary application to the Provident Fund Office within 15 days for the release of his / her Provident Fund dues and on receipt of the same arrange immediate disbursement to the concerned worker / heir in the manner prescribed by the authority. It is also agreed that a copy of the above application of the tea garden management submitted to the Provident Fund Office should be given to the Union to enable them to pursue with the Provident Fund Office for quick release of Provident Fund dues of the worker concerned.
- c) As agreed, in this respect the relevant clauses of the Plantation Employees Provident Fund Rules i.e. Rules 38, 39 & 41 are referred to for observance by the Management and the Workers.

**16. RETIREMENT:**

- a) The Sangsad shall recommend to its members:
  - i) To provide alternate accommodation to workers on retirement/ discharge on medical ground who have none to depend on the garden where he/she worked.
  - v) To determine age of worker record from Provident Fund / Service Records should be taken.
  - iii) To agree that the normal age limit of retirement would be 60 years.
- b) The Sangsad recommends to its members to pay a pension of Tk.100.00 per week to the permanent workers and Tk.150.00 per week to Permanent Workers (Monthly Rated), who retired at or after the normal agreed retirement age of 60 years having completed minimum 15 years of continuous service with the Estate / Group prior to retirement. It is to be clearly understood that payment of such allowance will not be linked with the issuance of ration and he or she will continue to draw ration as per his or her entitlement as a dependant of a worker.
- c) Gratuity will be as per law as per Srama Ain 2006/2013.

**17. TRANSFER OF WORKERS:**

The Union has agreed to co-operate with Estate Management regarding transfer of workers from those Estates which have surplus to other Estates within the same group of Companies for employment where a shortage of labour exists and also to any other estates under different management with the consent of the workers concerned.

**18. PRODUCTIVITY AND TASKS:**

In consideration of increases made in the wages/salaries of tea workers in the new agreement and in view of tremendous financial burden that has fallen on the garden management, it is agreed by both the sides (BTA and BCSU) that joint appropriate measures shall be adopted to about improve productivity (plucking task) and standard of work and thereby ensure increased productivity in all productivity related works.

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*A.K.*

Wage, Salary and allowances of the tea workers have been increased in the new agreement. It was agreed by the both sides for the interest of tea industry and workers step to be taken to improve Productivity (Plucking Task) and workers' welfare.

1. BCS and BCSU have also agreed that a Productivity & Welfare Sub-Committee will be formed within 10 (ten) days from signing MOU regarding increase of Productivity (Plucking Tasks) and Labour Welfare. The above Sub-Committee will submit their report within 1 (One) month from the date of signing agreement to the Convenor, LH&WSC, BTA which will be implemented from the current season.
2. As per the provisions of agreement (2015-2016) between BCS and BCSU on productivity and tasks a new Productivity and Welfare Committee will be formed within 10 (Ten) days from signing of the MOU regarding increase of productivity (Plucking Task) and workers welfare. The Committee will implement its decision regarding plucking tasks & labour welfare where it was not increased in the gardens during the tenure of last agreement.

The above Committee will also work on workers' Working Hours and timing of attending works.

#### **19. TRAINING COURSES:**

It is agreed that a ceiling of Tk.135.00 per person as daily allowance for maximum period of 3 days with pay would be admissible for participation in Training Courses organized by the Cha Sramik Union or International Agencies or Government but nominated by the BCSU in addition to actual Bus and / or Train fares within Sylhet Division for the gardens located in Sylhet Area and Chittagong Division for the gardens situated in Chittagong Area. It is also agreed that there will not be more than 3 persons per Estate. However, if an Estate has an established one or more Out-garden/out Division then those unit/units will also be entitled to the above. It is further agreed that not more than 3 such courses will be allowed in one Calendar year.

#### **20. ARREAR PAYMENT:**

Because of delay in concluding and signing of this Labour Agreement due to circumstances beyond control of either party and in consideration of the request of the Labour Union representatives in this regard, it is agreed that arrear payment from 1-1-2017 up to 26-08-2018 based on actual working days (including weekly and other paid holidays) and payment will be made in three installments, who are on the current roll during the period of 01-01-2017 up to date of signing of this agreement, – the first installment 50% before the ensuing Durga Puja holidays, 2<sup>nd</sup> installment 25% in December, 2018 and the 3<sup>rd</sup> installment 25% will be paid within the end of January, 2019.

#### **21. SHELTER & LATRINES IN WORKING PLACE:**

The Association will recommend to its members to construct suitable shelter/ leaf weighthment shed in working place and convert kutcha shelter/sheds into pucca ones and increase their numbers for getting protection during rains and storms in phases.

Members shall construct Latrines gradually in suitable places in the sections.

#### **22. CHECK OFF SYSTEM:**

a) The Estate Management will co-operate with the Union regarding the implementation of Check off System as provided for in Clause 23 (Check Off) of the Industrial Relations Ordinance, 1969, which reads:

“23. Check –Off (1) If a collective bargaining agent so requests, the employer of the workmen who are members of a trade union shall deduct from the wages of the workmen such





amounts towards their subscription to the funds of the trade union as may be specified, with the approval of each individual workman named in the demand statement furnished by the trade union.

- (2) An employer making any deduction from the wages under sub-section (1) shall within 15 days of the end of the period from the wages for which the deductions have been made, deposit the entire amount so deducted by him in the account of the trade union on whose behalf he has made the deductions.
- (3) The employer shall provide facilities to the collective bargaining agent for ascertaining whether deductions from the wages of its members are being made under sub-section-(1)".

b) The list of workers is to be sent at the time of sending Union subscription.

**23. a) WELFARE MEASURES, MEDICAL FACILITIES , RECREATIONAL FACILITIES:**

As per Bangladesh Labour Act, 2006/2013

b) One football and a volleyball shall be provided to the workers once in a year where such sports take place.

c) GROUP INSURANCE:

Group insurance will be introduced as per Bangladesh Labour Act, 2006/2013.

**24. TERMS MORE BENEFICIAL:**

Excepting the matter relating to Clause 17 of this Agreement all Employers shall in no way reduce the benefits of any worker consequent upon the terms and conditions of this agreement unless covered by the agreement.

**25. GRIEVANCE PROCEDURE:**

It was decided that problems due to non-implementation of the Labour Agreement should be sorted out at field level by the Union with assistance of the Branch Chairmen/Circle Chairmen/Concerned Garden Managers.

BTA will cooperate with the BCSU regarding implementation of the agreement.

**IN WITNESS WHEREOF the Parties hereto have executed this AGREEMENT on this the 6<sup>th</sup> Day of October Two Thousand and Eighteen.**

Signed and delivered on behalf of the  
BANGLADESHIYO CHA SANGSAD.

01. Mr. Ardashir Kabir

02. Mr. M. Shah Alam

03. Mr. Riazur Rahman, FCA

04. Mrs. Laila Rahman Kabir

05. Mr. A. Q. I. Chowdhury, OBE

06. Mr. M. Wahidul Haque

Signed for and on behalf of the  
BANGLADESH CHA SRAMIK UNION.

01. Mr. Makhan Lal Karmakar

02. Mr. Bashista Tati

03. Mr. Pankaj A. Kando

04. Mrs. Jeshmin Akter

05. Mr. Ram Bhajan Kairi

06. Mr. Nipen Paul

07. Mr. M. Salman Ispahani  
 08. Mr. Mohd. Safwan Choudhury  
 09. Mr. Imran Ahmed  
 10. Mr. Tahsin A. Choudhury  
 11. Mr. M. Samad Chowdhury  
 12. Mr. Mohammed Nader Khan  
 13. Mr. Kamran T. Rahman  
 14. Mr. Md. Abdul Awal  
 15. Mr. Golam Mustafa  
 16. Mr. Mir Mahbubul Haque  
 17. Mr. S. K. Anam  
 18. Mr. Altamash Hasan  
 19. Mr. Syed Mohiuddin  
 20. Mr. Anis Uzzaman  
 21. Mr. Numan Haider Chaudhury  
 22. Mr. G. M. Shiblee  
 23. Mr. Mumtazul Hasan  
 24. Dr. Kazi Muzafar Ahammed

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 06-10-18.

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07. Mrs Rekha Bakti  
 08. Mr. Paresh Kalindi  
 09. Mr. Dhona Bauri  
 10. Mr. Md. Shahidul Islam  
 11. Mr. Rabindra Gour  
 12. Mr. Kamal Chandra Boonerji  
 13. Mr. Bijoy Hajra  
 14. Mr. Raju Goala  
 15. Mr. Niranjana Nath  
 16. Ms. Gayatri - 2  
 17. Ms Doli Rani Naidu  
 18. Mr. Uzzal Painaka  
 19. Ms Srimati Bauri  
 20. Ms Shabita Goala  
 21. Ms Kalpana-4  
 22. Ms Beena-2  
 23. Mr. Nirmal Das Painaka  
 24. Mr. Sanju Adhikari  
 25. Mr. Anirudha Baraik  
 26. Mr. Ratan Teli  
 27. Mr. Debendra Baraik  
 28. Mr. Debu  
 29. Mr. Jatan Karmakar  
 30. Mr. Karna Tati

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Labour Agreement for 2017-2018Fixation Example

<u>For Monthly Rated Workers</u>	Salary Scales for Sirders, Mistries, Lathe Operators, Dhais, Peon and Messengers
Existing Salary Scale effective 01.01.2015 to 31.12.2016	Tk. 3650 - 24 x 10 - 3890 - 33 x 10 - 4220 - 46 x 10 - 4680
New Salary Scale ( 39.73% increase)	Tk. 5100 - 34 x 10 - 5440 - 46 x 10 - 5900 - 64 x 10 - 6540

	<u>Taka</u>	<u>Taka</u>	<u>Taka</u>
Say, present basic as on 31.12.2016	3,650.00	3,890.00	4,220.00
<b>Add : 39.73% increase</b>	1,450.15	1,545.50	1,676.61
	5,100.15	5,435.50	5,896.61
<b>Add: Fixation benefit</b>	-	4.50	3.39
<b>Increased basic</b>	<b>5,100.00</b>	<b>5,440.00</b>	<b>5,900.00</b>
<b>Add: Normal Annual Increment for 2017</b>	<b>34.00</b>	<b>46.00</b>	<b>64.00</b>
<b>Basic as on 01.01.2017</b>	<b>5,134.00</b>	<b>5,486.00</b>	<b>5,964.00</b>
<b>In the new Salary Scale of Tk. 5100 - 34 x 10 - 5440 - 46 x 10 - 5900 - 64 x 10 - 6540</b>			
<b>Next increment</b>	<b>34.00</b>	<b>46.00</b>	<b>64.00</b>

Labour Agreement :



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Fixation Example

For Monthly Rated Workers	Salary Scales for Electricians and Dressers
Existing Salary Scale ( Effective 01.01.2015 to 31.12.2016)	Tk. 3750 - 25x 10 - 4000 - 34 x 10 - 4340 - 47 x 10 - 4810
New Salary Scale ( 38.67% increase)	Tk. 5200 - 35 x 10 - 5550 - 47 x 10 - 6020 - 65 x 10 -6670

	<u>Taka</u>	<u>Taka</u>	<u>Taka</u>
Say, present basic as on 31.12.2016	3,750.00	4,000.00	4,340.00
<b>Add : 38.67% increase</b>	1,450.13	1,546.80	1,678.28
	5,200.13	5,546.80	6,018.28
<b>Add: Fixation benefit</b>	-	3.20	1.72
<b>Increased basic</b>	5,200.00	5,550.00	6,020.00
<b>Add: Normal Annual Increment for 2017</b>	35.00	47.00	65.00
<b>Basic as on 01.01.2017</b>	5,235.00	5,597.00	6,085.00
<b>In the new Salary Scale of Tk. 5200 - 35 x 10 - 5550 - 47 x 10 - 6020 - 65 x 10 -6670</b>			
<b>Next increment</b>	<b>35.00</b>	<b>47.00</b>	<b>65.00</b>

Labour Agreement :

  
 Anwarul Karim

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## Labour Agreement for 2017-2018

Salary Scale of monthly rated workers ( Grade : 01)

Sl. No.	Class / Categories of Tea Gardens	Salary Scales for Sirders, Mistries, Lathe Operators, Dhais, Peon and Messengers														
1	A. Class / Category - 1	Existing Scale (effective up to 31.12.2016)		3,650.00	24	x	10	3890	33	x	10	4220	46	x	10	4680
2	B. Class / Category -2															
3	C. Class / Category -3															
		Add: 39.73% increase		1,450.15	9.54				13.11				18.28			
				5,100.15	33.54				46.11				64.28			
		Revised Scale Effective from 01.01.2017		5,100.00	34.00	x	10	5,440.00	46.00	x	10	5,900.00	64.00	x	10	6,540.00

Salary Scale of monthly rated workers ( Grade : 01)

Sl. No.	Class / Categories of Tea Gardens	Salary Scales for Electricians and Dressers													
1	A. Class / Category - 1 B. Class / Category -2 C. Class / Category -3	Existing Scale (effective up to 31.12.2016)	3,750.00	25	x	10	4000	34	x	10	4340	47	x	10	4810
2															
3															
		Add: 38.67% increase	1,450.13	9.67				13.15				18.17			
			5,200.13	34.67				47.15				65.17			-
		Revised Scale Effective from 01.01.2017	5,200.00	35.00	x	10	5,550.00	47.00	x	10	6,020.00	65.00	x	10	6,670.00

Labour Agreement