



# Government of the People's Republic of Bangladesh

Local Government Engineering Department (LGED)  
Bangladesh Water Development Board (BWDB)  
Social Development Foundation (SDF)  
Department of Disaster Management (DDM)  
Department of Agricultural Extension (DAE) and Bangladesh Agricultural  
Development Corporation (BADC)

## **Bangladesh Sustainable Recovery, Emergency Preparedness and Response Project (B-STRONG)**

Project Code: P508058

## **Labor Management Procedure (LMP)**

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## List of Abbreviation

BADC	Bangladesh Agricultural Development Corporation
BoO	Bill of Quantities
B-STRONG	Bangladesh Sustainable Recovery, Emergency Preparedness and Response Project
BWDB	Bangladesh Water Development Board
DAE	Department of Agricultural Extension
DDM	Department of Disaster Management
CoC	Code of Conduct
CHS	Community Health and Safety
DRP	Displaced Rohingya Population
EHS	Environment, Health and Safety
ESMP	Environmental and Social Management Plan
ESSs	Environment and Social Standards
GBV	Gender Based Violence
GoB	Government of Bangladesh
GRC	Grievance Redress Committee
GRM	Grievance Redress Mechanism
HD	Human Development
ILO	International Labor Organization
LMP	Labor Management Procedure
LGED	Local Government and Engineering Department
MoA	Ministry of Agriculture
MoDMR	Ministry of Disaster Management and Relief
MoF	Ministry of Finance
MoLGRD&C	Ministry of Local Government, Rural Development and Cooperatives
MoWR	Ministry of Water Resource
NGO	Non-Government Organization
NID	National Identification Card
OHS	Occupational Health Safety
OHSP	Occupational Health & Safety Plan
PIU	Project Implementation Unit
PPE	Personal Protective Equipment
SDF	Social Development Foundation
SEA	Sexual Exploitation and Abuse
SH	Sexual Harassment
WB	World Bank
WHO	World Health Organization

## Executive Summary

This Labor Management Procedure (LMP) is prepared for Bangladesh Sustainable Recovery, Emergency Preparedness and Response Project (B-STRONG) corresponding to the requirements of ESS2 of World Bank's ESF. The purpose of this LMP is to facilitate planning and implementation of the project by identifying the main labor requirements and risks associated with the project, and to determine the resources necessary to address project labor issues. The LMP will help in determining the resources necessary to address project labor issues to meet the objectives and requirements of the World Bank Environmental and Social Standards (ESSs) on Labor and Working Conditions (ESS2), the National Labor Laws of the People's Republic of Bangladesh, as well as Occupational Health, safety and Working Condition requirements. The LMP assesses the potential risks and impacts of employment of workers for implementation of Project activities and proposes mitigation measures in line with ESS2 of the Bank and the national legal framework on labor.

Various types of workers (direct, contracted, and primary supply workers), their estimated numbers and characteristics have been outlined in this LMP. Major potential and associated environmental and social (ES) risks—such as occupational health and safety (OHS), Gender-Based Violence (GBV) including sexual exploitation and abuse (SEA), sexual harassment (SH), community health and safety (CHS), waste management, discrimination to disadvantaged and the vulnerable groups, communities and individuals for project benefit and engagement, exploitation of child and forced labor have been identified. Given the size of investments at the local level, the potential ES risks and impacts, the capacity and experience of Local Government Engineering Department (LGED) under Ministry of Local Government, Rural Development and Cooperatives (MoLGRD&C), Bangladesh Water Development Board (BWDB) under the Ministry of Water Resource (MoWR), Social Development Foundation (SDF) under Ministry of Finance (MoF), Department of Disaster Management (DDM) under Ministry of Disaster Management and Relief (MoDMR), Department of Agricultural Extension (DAE) and Bangladesh Agricultural Development Corporation (BADDC) under Ministry of Agriculture (MoA) in managing and mitigating the ES risks and the context under which the project will be implemented, the overall ES risks have been determined to be substantial.

Provisions of World Bank ESSs, Bangladesh Labor Act 2006 (including Amendments of 2013 and 2018), National Child Labor Elimination Policy 2010, GoB and WHO guidelines for the pandemic of COVID-19 and the Infectious Diseases (Prevention, Control and Elimination) Act 2018 have been studied and cited to meet their requirements and obligations. The LMP includes a community mobilization component, which will be put in place to create an environment for enhanced participation and creative involvement of communities in addressing the risks. Further, conditions of employment, OHS, and CHS are highly relevant and significant for this project as it involves some degree of civil and refurbishment works in populated urban areas with resultant movement of workers to and from the works sites.

A Grievance Redress Mechanism (GRM) for workers has been provisioned as part of this LMP so that anyone employed in the project can raise their concerns, complaints, or feedback to the attention of the project implementation unit (PIU) and the implementation partners through the service providers and consultants. Detailed contractor management guidelines have been prepared for the IAs to direct them in the selection, retention, monitoring and guiding of contractors in accordance with the ESS2 and national laws.

Requirements of this LMP will form part of the General Specification of Contract of the bidding documents. The preparation and implementation of site-specific Labor Management Plans by the Contractors and Service Providers will be incorporated in the Bill of Quantities (BoQ) as a component of the general items of contract documents.

Workers GRM under the project will be developed and implemented to support all project workers; direct, contracted, and primary supply workers. In the case of direct worker, the Project Implementation Units (PIUs) will be responsible for addressing worker related grievances. For contracted workers, the contractor and the service providers are obligated under the contract to set up the Workers GRM to redress complaints relating to workers deployed for construction works under this Project. A specialized GRM will be designed and functioned under the project Gender and SEA/SH Action Plan for managing complaints relevant to risks and incidents of SEA/SH.

## Chapter 1: Introduction and Project Description

### 1.1 Introduction

This Labor Management Procedure (LMP) is prepared for the “Bangladesh Sustainable Recovery, Emergency Preparedness and Response Project (B-STRONG)” following the requirements of Environmental and Social Standards (ESSs) for Labor and Working Conditions (ESS2) of the World Bank Environmental and Social Framework (ESF), Bangladesh Labor Act, 2006 (including all amendments till 2018) and Bangladesh Labor Rules 2015. Where national laws and ESS2 differ the higher standard will apply. This LMP includes an assessment of risks and impacts and required mitigation measures to ensure the health and safety of the contractor’s workers that may be exposed to health risks. The LMP will be applied to all types of workers that will be employed by the project. Adhering to these procedures, contractors will be required to prepare Labor Management Plans which include provisions for OHS, and SEA/SH management etc. for the project workers. However small work contracts can be performed following this LMP as part of the bidding documents. Issues such as child labor, forced labor, SEA/SH issues, occupational health and safety are also addressed through the bidding and contract documents. The approach will be undertaken as part of the initial screening of environmental and social risk and impact carried out by Project Implementation Units (PIUs) of LGED, DAE-BADC, DDM, BWDB and SDF.

### 1.2 Objective of LMP

The objective of this LMP is to ensure appropriate worker management procedures and enhance the development benefits of a project by treating workers in the project fairly and providing safe and healthy working conditions for project sustainability. During the construction and refurbishment of the existing facilities, contractors will follow this LMP to prepare an appropriate labor management plan and Code of Conduct (CoC). The objectives of this LMP are to lay out clear guidance for:

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- Ensuring the occupational health and safety of all project workers and contractors,
- Ensuring the fair treatment, non-discrimination and equal opportunity for all project workers, including vulnerable workers such as women, persons with disabilities, migrant workers, contracted workers, primary supply workers, and community workers as appropriate
- Prevention of Sexual Exploitation and Abuse/Sexual Harassment
- Prevention of all forms of forced and child labor
- To support the principles of freedom of association and collective bargaining of project workers in a manner consistent with national law
- To provide project workers with an accessible means to raise workplace concerns.

### 1.3 Project Activities and Description

There are five components in this project and detail of these five components are depicted below.

Components	
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<p>Component 1: People Centric Resilient Infrastructure (Implemented by LGED and BWDB)</p>	<p>Subcomponent 1.1: Resilient Rural Infrastructure (Implemented by LGED)</p> <ul style="list-style-type: none"> <li>• construction of climate resilient multipurpose disaster shelters on the existing facilities;</li> <li>• capacity enhancement and rehabilitation of existing disaster shelters by extending one floor with climate proofing connecting roads (above flood level);</li> <li>• improvement of damaged existing schools affected by flood to climate resilient standards;</li> <li>• rehabilitation of existing rural roads with minor enhancement of capacity to climate-resilient standards;</li> <li>• rehabilitation and reconstruction of existing bridges and culverts with minor capacity expansion;</li> <li>• slope protection on road alignment to protect against extreme precipitation and wave action exacerbated by climate change;</li> <li>• supply and installation of lightning protection systems to decrease vulnerability to lightning strikes resulting from extreme hydro-metrological events;</li> <li>• supply of search and rescue equipment for the Fire Service and Civil Defence (FSCD) for providing emergency response during extreme climate events (floods, landslides, cyclones, fires);</li> <li>• supply and installation of Emergency Operation Systems for upazilas.</li> </ul> <p>Subcomponent 1.2: Flood Protection Rehabilitation (Implemented by BWDB)</p> <ul style="list-style-type: none"> <li>• flood protection embankment re-sectioning and repair works;</li> <li>• canal re excavation works to increase the stormwater drainage capacity during flood;</li> <li>• flood control hydraulic structure reparation works;</li> <li>• flood protection river bank and slope protection work;</li> <li>• improvement of the flood forecasting system through expansion of the flood models, forecasting facilities, and technical capacity building.</li> </ul>
<p>Component 2 Livelihoods Recovery and Enhancement Support (Implemented by SDF)</p>	<p>Subcomponent 2.1: Community Empowerment and Institutional Strengthening</p> <ul style="list-style-type: none"> <li>• mobilization efforts at the community level to form community institutions, including Cluster Community Societies (CCS) and Regional Community Societies (RCS);</li> <li>• provision of sub-grants to the Village Development Fund (VDF) and the CCS and RCS to implement community plans, institutional development activities, and activities to improve climate-resilient livelihood facilities;</li> <li>• awareness-raising activities related to hygiene, nutrition, and disaster preparedness.</li> </ul> <p>Subcomponent 2.2: Enhancing Sustainable Livelihoods</p> <ul style="list-style-type: none"> <li>• provision of one-time cash transfers, sub-loans (financed from the VDF), and stipends;</li> <li>• skills development training on market-driven needs and financial literacy;</li> <li>• provision of sub-grants for the Productive Investment Fund to producer alliances to support business development, market linkages, and product promotion.</li> </ul>

<p>Component 3 Community Recovery and Resilience to Disasters (Implemented by DDM)</p>	<p>Subcomponent 3.1: Providing Livelihood Opportunities to Communities through EGPP+</p> <ul style="list-style-type: none"> <li>• support the Employment Generation Program for the Poorest Plus (EGPP+), which is the shock-responsive window of DDM's national poverty-targeted public works program.</li> </ul> <p>Subcomponent 3.2: Strengthening Community Disaster Preparedness and Response</p> <ul style="list-style-type: none"> <li>• support community preparedness and response to disasters through (i) the supply of rescue boats and equipment, and (ii) training, exercises, and drills (TEDs).</li> </ul>
<p>Component 4 Agricultural System Restoration (Implemented by DAE and BADC)</p>	<p>Subcomponent 4.1: Sustainable Agricultural Production Support (Implemented by DAE)</p> <ul style="list-style-type: none"> <li>• input-support; promote high yielding, climate resilient, water saving and sustainable crop production technologies, management methods and practices through technology demonstrations and arranging field days.</li> <li>• technology training to farmers to enhance performance and capacity building of farmers and entrepreneurs.</li> <li>• agricultural machinery support, with the objectives to reduce laborious work, compensate labor shortage, enhance productivity and promote farm mechanization.</li> <li>• establishment of polyshed house and seed village to supply quality seeds and seedlings.</li> <li>• establishment of community vermicompost and tricho-compost plants to improve soil health management.</li> <li>• homestead gardening to support womena, community gardening targeting the vulnerable and bringing fallow land under crop production.</li> <li>• support for the establishment of farmer groups to disseminate sustainable agricultural crop production technologies.</li> </ul> <p>Subcomponent 4.2: Rebuilding Irrigation, Drainage and Storage Facilities (Implemented by BADC)</p> <ul style="list-style-type: none"> <li>• repair and reconstruction of damaged irrigation equipment, and infrastructure;</li> <li>• re-excavation of filled water bodies, construction of underground drainage channels, and water passes to increase surface water availability for dry season supplementary irrigation;</li> <li>• construction of uPVC drainage pipe line and water passes to increase drainage capacity during flood or excessive rainwater;</li> <li>• construction of uPVC pipe line for buried pipes in existing scheme to increase irrigation water use efficiency, reduce water loss and maintenance work;</li> <li>• construction and renovation of damaged fertilizer and seed storage go-downs, construction of Sunning Floor, and Loading-Unloading Shades</li> </ul>
<p>Component 5: Project Administration,</p>	<p>Subcomponent 5.1: Project Management, Coordination, Monitoring and Evaluation of LGED, BWDB, and DAE</p> <p>Subcomponent 5.2: Project Management, Monitoring and Evaluation of SDF</p>

Management, Coordination, Monitoring and Evaluation	Subcomponent 5.3: Project Management, Monitoring and Evaluation of DDM
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#### 1.4 Project's Construction Related Activities

The project construction-related activities involve a broad range of infrastructure developments aimed at improving essential services and resilience in flood affected districts. These activities include the construction and capacity enhancement of existing climate resilient multipurpose disaster shelters, rehabilitation of existing disaster shelters, rehabilitation of rural roads and bridges with minor enhancement of capacity to climate-resilient standards. Flood protection rehabilitation works such as embankment re-sectioning and repair works, canal re excavation, flood control hydraulic structure reparation works, flood protection riverbank and slope protection work will be implemented under this project. Establishment and strengthening of community institutions at the village, cluster, and regional levels Community empowerment and institutional strengthening mobilization at the community level to form community institutions, including Cluster Community Societies (CCS) and Regional Community Societies (RCS) and synergistically with the infrastructure interventions components, support the Employment Generation Program for the Poorest Plus (EGPP+) and supply of rescue boats and equipment are other important components of this project.

Additionally for agricultural system restoration, inputs support, promote high yielding, climate resilient, and sustainable crop production technologies, agricultural machinery support, establishment of polyshed house, seed village, community vermicompost and gardening, repair and reconstruction of damaged irrigation equipment, infrastructure, re-excavation of filled water bodies, construction of underground drainage channels, and water passes to increase surface water availability, construction of uPVC drainage pipe line for buried pipes, construction and renovation of damaged fertilizer and seed storage go-downs will also be developed.

#### 1.5 Potential types of Laborers to be Used in the Project

For this project, the provisions related to direct workers, contracted workers, primary supply workers and community workers are relevant. Due to the nature of project, it is expected that there will not be a high concentration of labours at the same place and at the same time. Also, no labor influx is expected in the project's context. During implementation phase, subcomponent wise the labor requirement will range from 5 labors to 8 during normal operations and 10 to 15 labors during peak operations. During operation phase, the labor requirement will also be of same scale.

The LMP applies to all types of workers engaged by the project including but not limited to full-time, part-time, and temporary workers. This LMP is also applicable for the direct project staff including project officials and PIU team. The LMP is applicable to:

- ✓ People employed or engaged directly by IAs to work specifically in relation to the different components of the project;
- ✓ People employed or engaged by contractor, sub-contractors & consultant to perform work related to the core function of the project, regardless of location;

**Direct Workers<sup>1</sup>:** Direct workers will be engaged by this project; they include all workers directly contracted by the IAs such as consultants hired for the PIUs to carry out design and supervision, monitoring and evaluation, FM, Procurement duties etc. in relation to the project. Government officials assigned to the Project will remain subject to the terms and conditions of their existing public sector employment agreement or arrangement. The consultants will be engaged by the component/s to undertake short period assignments as required by the project. The contractual relationship of these consultants will be governed by specific agreements signed between the parties and PIUs.

**Contracted Workers<sup>2</sup>:** Based on the requirement in every component and sub-component, the PIUs will employ contractors who will hire contracted workers based on their level of skills and project needs. A contracted worker is a worker employed or engaged by a third party to perform work or provide services

related to the core functions of the project, where the third-party exercises control over the work, working conditions, and treatment of the project worker. The employment relationship is between the third party and the project worker, even if the project worker is working on an ongoing basis on project activities. Sub-Contracts of the work could be given by the contractors. Subcontractors, thus engaged, may supply laborers as per the agreed terms and conditions stipulated in this LMP. Contracted workers are eligible to work for a period fixed by the contractor. Their contracts will be renewed, if required, based on satisfactory services.

**Primary Supply Workers<sup>3</sup>:** These workers are employed or engaged by a primary supplier (providing goods or materials directly to the project for its core functions on an ongoing basis), over whom a primary supplier exercises control for the work, working conditions, and treatment of the person. ESS2 does not apply to workers of Tier 2 and Tier 3 suppliers. are not covered by ESS2. See also ESS1 for discussion of what constitutes a primary supplier. PIUs will ensure (through periodical monitoring) that primary suppliers of the project do not involve child labor, forced labor or serious safety concerns to workers. PIUs will also ensure, before their involvement with the project, that supplies for the project are purchased from suppliers who have a track record of adhering to these labor principles and that they do not have any past incidents or allegations of violations related to child/forced labor or worker safety. The bid/procurement documents of the project will specify the related labor requirement for the primary supply workers and if any deviation is identified, PIUs will take action as prescribed in the Contract Agreements to remedy or replace them with more suitable suppliers. **Community Workers:<sup>4</sup>**

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<sup>1</sup> A “direct worker” is a worker with whom the Program has a directly contracted employment relationship and specific control over the work, working conditions, and treatment of the project worker. Where government civil servants are working in connection with the project, whether full-time or part-time, they will remain subject to the terms and conditions of their existing public sector employment agreement or arrangement, unless there has been an effective legal transfer of their employment or engagement to the project.

<sup>2</sup>A “contracted worker” is a worker employed or engaged by a third party to perform work or provide services related to the core functions of the project, where the third-party exercises control over the work, working conditions, and treatment of the project worker.

<sup>3</sup>A “primary supply worker” is a worker employed or engaged by a primary supplier, providing goods and materials to the project, over whom a primary supplier exercises control for the work, working conditions, and treatment of the person.

<sup>4</sup> A “community worker” work on a voluntary basis when it is done with the free and informed consent of a worker. Such consent must exist throughout the employment relationship and the worker must have the possibility to revoke freely given consent.

Based on the requirements of the components, the PIUs may employ community workers. Where the project includes the provision of labor by community workers, the borrower will apply the relevant provisions of the ES standards in a manner which reflects and is proportionate to the nature and scope of the project, the specific project activities in which the community workers are engaged and the nature of the potential risks and impacts to the community workers.

1. **Time of Labor Requirement-Timing and Sequencing:** The direct and contracted workers will be recruited as soon as the Project is approved, especially those forming and part of the PIUs including the Consultants. The employment of Contractors' and Subcontractors' workers will be done after award of Contract and before the start of construction works and other related works and supply of materials and equipment begin.

## Chapter 2: Assessment of the Potential Labor Risk

### 2.1 Key Labor Risk

The main labor risks associated with the project are assessed to be related to the potentially hazardous work environment during construction of shelters, embankment, hydraulic structure repair works, and construction of drainage pipeline; the associated risk of accidents, transmission of communicable diseases. Based on current conditions in the flood affected districts, it is need to be assessed that the risk of engaging child labor or forced labor in the project and will be addressed by national legislation. The possible risks include:

- The conduct of hazardous work, such as working at heights or in confined spaces, use of machinery, or use of hazardous materials and as well during construction activities in different districts
- Risk of engaging child labor
- Risk of SEA/SH
- Possible accidents or emergencies, with reference to the sector or locality
- Risk of infections and spread of disease among labor
- General understanding and implementation of occupational health and safety requirements
- Risk of transmitting communicable diseases among the laborers and adjacent neighborhoods living in flood affected districts.

### 2.2 Labor Influx

Though the project will create a substantial number of jobs, it is also expected that all the construction activities will not be continued at the same time. Overall, the labor influx is anticipated to be low in this project. Most of the unskilled laborers will be hired locally. The contractor will be responsible for the accommodation of the stay in labor and ensuring safe travel to and from the site for off-site labor. Some accommodation on site, water supply and sanitation services, etc. will be provided by the contractor.

### 2.3 Sexual Exploitation and Abuse and Sexual Harassment (SEA/SH)

The labor influx for the project is anticipated to be low. The SEA/SH risk is assessed as 'Substantial' by using the World Bank's tool for major civil works and human development (HD). The related risk of SEA/SH will be mitigated by implementing a Code of Conduct (CoC) before employing any labor in the

project and ensuring necessary training. The Contractor's training program will cover topics related to CoC such as sexual harassment, particularly towards women and children. This will be monitored by the PIUs on a regular basis. The overall SEA/SH risk mitigation measures include the following:

- Training and awareness raising for the workforce about refraining from unacceptable conduct toward women workers. Training must be repeated during the project implementation period
- Informing workers about national laws that make sexual harassment and gender-based violence a punishable offence which is prosecuted
- Adopting a policy to cooperate with law enforcement agencies in investigating complaints about gender-based violence
- Closely monitoring the works and activities of laborers, especially if in close proximity with female laborers
- Enforcement of a code of conduct for all workers; and
- Instituting a labor responsive GRM which will also capture workplace SEA/SH related complaints/issues and informing laborers on the complaint filing procedures

The contractors are to maintain labor relations through a designated code of conduct (CoC). The CoC commits and obliges all project workers, including those engaged by and through the contractor, sub-contractors and suppliers, to acceptable standards of behavior. The CoC shall include sanctions for non-compliance, including non-compliance with specific policies related to gender-based violence, sexual exploitation and sexual harassment (including termination). The CoC shall be written in Bangla (and for the expatriate worker, it shall be in English) and in a reader-friendly manner and to be signed by each worker and employee to indicate that they have:

- (a) received a copy of the CoC as part of respective contract
- (b) had the CoC explained to them as part of induction process
- (c) acknowledged that adherence to this CoC is a mandatory condition of employment
- (d) understood that violations of the CoC can result in serious consequences, up to and including dismissal, or referral to legal authorities

A copy of the said CoC shall be displayed in a location easily accessible to the community and project affected people.

## 2.4 Occupational Health and Safety

There are risks associated with projects with construction, excavation, rehabilitation activities and also the civil works. Several hazards can be encountered while drilling or during demolition work. Besides, these, lack of clean and ventilated workspace and fire hazard are also associated risks during the project. The expected risks may lead to personal injury, traffic-related accidents, fall from height, poor working conditions, and lack of PPEs. PIUs must make arrangements for contractors training on health and safety, records of their compliance have to be inspected monthly and audited bi-annually. The key potential OHS risk associated at construction and operation stages are listed below-

- Hazardous work and process: risk due to working at heights or in confined spaces, during demolition work, or use of hazardous materials.

- Accidents or emergencies: exposure to unsafe machinery, flammable chemicals/fuel, construction materials, wall slide at workplace.
- General understanding and implementation of occupational health and safety requirements: Work related diseases (e.g., Allergies, Respiratory problems, Muscular-skeletal disorder, Eye problem), communicable diseases including Sexually Transmitted Infections (STIs).
- Risks associated with waste management (health hazards, risk of infection from contaminated waste, etc.).

The risk will be mitigated by contractor, providing personal protective equipment (PPE) for workers, such as safety shoes, helmets, safety vests, masks, gloves, protective clothing, goggles, full-face eye shields and ear protection based on the work requirements. A model of Register of workers working on or near machinery in motion and provided with personal safety materials is annexed herewith and marked as Annex 5 the contractor is obliged of hiring trained operators, using appropriate equipment's, providing appropriate cautions, training of fire extinguishment etc. A model of Record book on the training of Fire Extinguishment is annexed herewith and marked as Annex 4. Workers shall maintain the PPE properly by cleaning dirty ones and replacing damaged ones. PIUs will require the contractors to prepare and implement the Occupational Health & Safety Plan (OHSP) following the World Bank Environment, Health and Safety (EHS) Guidelines and local legislations.

## 2.5 Spread of Infections in the Neighborhoods and Healthcare Seeking Beneficiaries

As project involves minor refurbishment works, which will involve a workforce including labor, contractors, suppliers and administrative, with regular flow of parties entering and existing the site on a frequent basis. However, due to the nature of the work and work locations, on-site accommodation may not be required. Given the complexity and the concentrated number of people in the project areas, the potential for the spread of infectious disease in projects involving construction is high and it will be maintained with adequate measures.

## 2.6 Risk of Engaging Child Labors

As per the Labor Act 2006, no one below the age of 14 (minimum age) will be employed as a labor. A child over the minimum age (14) and under the age of 18 may be employed or engaged in connection with the project only if the work is not likely to be hazardous or interfere with the child's education or be harmful to the child's health or physical, mental, spiritual, moral or social development; an appropriate risk assessment should be conducted prior to the work commencing. During construction period, there is a risk of engaging child labor in different tasks. Contractors will be prohibited from employing anyone under the age of 14 and the policies stated above will apply for children aged above 14 and below 18 years for employment. Also, contractors must check existing documents, i.e.; Birth certificate, NID of the workers as a proof of their age before pursuing any local hiring, particularly for community workers.

## 2.7 Risk of Engaging Forced Labor

Forced employment of laborers, especially of local laborer's, is a serious offence and must be prohibited. Sudden and random inspection of the site and primary suppliers by the MoLGRD&C, MoWR and MoA

need to be done on a regular basis to ensure compliance. Bid documents for contractors/sub-contractors and primary suppliers will include strict provisions against forced labor.

### **Chapter 3: Labor Legislation: Terms and Conditions and Guidelines**

Standards for Labor and Working Conditions are defined in Bangladesh Labor Act, 2006 (amendments in 2013 and 2018) and Bangladesh Labor Rules 2015 and Occupational Health and Safety Policies 2013. Bangladesh Labor Act, 2006 is a comprehensive legislation. The Act addresses three areas: (i) Conditions of service and employment including wages and payment, establishment of Wages Boards, employment of young people, maternity benefits, working hours and leave; (ii) health, safety, hygiene, and welfare, and compensation for injury; and (iii) trade unions and industrial relations. The health and safety issues relevant to COVID-19 should be addressed with reference to ILO Occupational Safety and Health Convention, 1981 (No. 155), ILO Occupational Health Services Convention, 1985 (No. 161), ILO Safety and Health in Construction Convention, 1988 (No. 167), WHO International Health Regulations, 2005, WHO Emergency Response Framework, 2017.

#### **3.1 Child and Forced Labor**

Bangladesh's Children Act 2013 identifies anyone under the age of 18 as children and the Bangladesh Labor Act, 2006 does not permit any children under the age of 14 years to work. Bangladesh Labor Act, 2006 also states that children aged between 14 till 18, can be authorized to do light and hazard-free jobs without compromising their education. As the project will require a considerable number of laborers for its implementation, there remains a minor risk of engagement of child labors, even beyond the parameter. However, the risk of child labor will be mitigated through certification of labors' age. This will be done by using legally recognized documents such as the National Identification Card (NID), and Birth Certificate. Further, sessions on raising awareness will be conducted on a regular basis by implementing agencies/contractors to the communities to sensitize on prohibition and negative impacts of child and forced labor.

#### **3.2 Health and Safety Offences in Bangladesh**

There are five offences in the Bangladesh Labor Act, 2006 specifically relating to health, safety and welfare – the selling of unguarded machinery (Section 208), failure to give notice of an accident (Section 290), a breach causing death (Section 309a), a breach causing grievous bodily harm (Section 309b) and a breach causing any harm (Section 309c).

In addition, there is a 'catch-all' offence that allows prosecutions against “whoever contravenes or fails to comply with any provisions of the Code, or any rules of scheme made under it” – which is punishable by up to 3 (three) months imprisonment or with a fine of up to BDT 1,000 (One thousand) or both (Section 307). This offence would, for example, apply to any breach of the obligations involving health, safety and welfare, not already covered by the offences above. A repeat conviction for the same offence can result in double the fine or sentence of imprisonment (Section 308).

When there has been a breach of a duty imposed upon an employer, any one of individuals defined as an employer can be prosecuted. In addition, when a company is prosecuted, “every director, partner, shareholder or manager or secretary or any other officer or representative directly involved in [its] administration” shall be deemed guilty unless he can prove the offence has been committed without his knowledge.

### 3.3 Bangladesh Labor Act 2006

Bangladesh Labor Act 2006 is specific to labor and working conditions. This act focuses on the protection of the basic rights of workers, fostering constructive worker-management relationships, as well as promoting fair treatment and the provision of a safe and healthy workplace.

The Labor Management Plan (LMP) has been prepared in accordance with the Bangladesh Labor Law 2006 (together with its amendment till 2018) as well as the World Bank's Environmental and Social Framework (ESF), specifically the Environmental and Social Standard 2: Labor and Working Conditions (ESS2) and Standard 4: Community Health and Safety (ESS4).

**Table 3.1: Analysis of ESS2 and ESS 4 with provisions in the Bangladesh Labor Act, 2006 (including its amendment till 2018)**

<b>SL</b>	<b>ESSs and Key Topic</b>	<b>Bangladesh Labor Act 2006 (amendment 2018)</b>
<b>a.</b>	Working conditions and management of labor relations -Written labor management Procedures -Nondiscrimination and equal opportunity -Timely Payment -Working Hour and over time -Minimum Wages -Regular leave and benefit	-The Labor Act does not specifically require that development be assessed and reviewed in terms of labor and working conditions before approval. -The Labor Act does not require development projects to prepare Labor Management Plans/Procedure. -Section 195-made it unlawful to discriminate against any person in regard to any employment, promotion, condition of employment or working condition. -Section 123 – wages shall be paid before the expiry of seventh working day after the last day of wage period in respect of which the wages are payable. -Section 102 – maximum working hours in a week is restricted to 48 hours, but as of section 108 workers working over 48 hours will be entitled to extra allowance for overtime which would be twice the ordinary basic wage rate.
<b>b.</b>	Right of Woman -Maternity Pay	Section 46 – maternity leave and benefit applicable for women workers who are employed for not less than six months immediately preceding the day of her delivery and no maternity benefits shall be payable if at the time of her confinement she has two or more surviving children.
<b>c.</b>	Protecting the work force - Child labor - Forced labor	The Bangladesh Labor Act, 2006 Section 34- No child shall be employed to work in any occupation. Section 44- Anyone under the age 14 is considered as child and less than 18 but over 14 is considered as adolescent. But children over 12 years of age can be employed for light work. Section 37- this suggests a fitness certificate required for adolescents to get employed. Forced Labor Convention, 1930 ratified by Bangladesh on 22.06.1972 -Forced Labor is prohibited in Bangladesh. The country's Constitution prohibits forced labor.
<b>d.</b>	Grievance mechanism-	Section 33 provides a complete procedure of grievance where

SL	ESSs and Key Topic	Bangladesh Labor Act 2006 (amendment 2018)
	GRM should be in place for direct and contracted workers	<p>it is vividly described of whom to complain and the actions of employer regarding enquiries and the actions to be taken by the labor court.</p> <p>In case of any grievance against his employer relating to his apprenticeship and if it is not redressed by the employer, applies to the competent authority for redress, and shall abide by the decision of the competent authority, Section 280 (f).</p>
e.	<p>OHS- Detailed Procedure required for each and every project.</p> <ul style="list-style-type: none"> <li>- Requirements to protect workers, train workers, document incidents, emergency preparation, addressing issues;</li> <li>- Monitor OHS performance</li> </ul>	<ul style="list-style-type: none"> <li>-The Labor Act does not specifically require that development be assessed and reviewed in terms of OHS requirements before approval.</li> <li>- The Labor Act does not require development projects to prepare OHS Plan.</li> </ul> <p>The Bangladesh Labor Act, 2006</p> <p>Section 79- vividly states that any hazardous operations to be declared beforehand and prohibits employment of any women, children, adolescent or any unfit person for such jobs.</p> <p>Section 80- In case of accidents or any loss of life or bodily injury on the project site, the employer is obliged to inform the Inspector within two working days.</p> <p>Section 89- first aid appliances to be strictly maintained and provided as to be readily accessible during working hours.</p> <p>Section 91 to section 94 includes the facilities to be provided to workers during working hours, namely canteens, washing facility, shelters, rooms for children under age 6 of women workers.</p> <p>Section 99- it is compulsory for establishments wherein minimum two hundred (200) permanent workers are employed, to introduce group insurance.</p> <p>Section 150- in case of injuries of workers caused by accident in the course of employment, the employer shall be liable to pay any compensation in accordance with certain provisions.</p>
f.	Age of Employment	<p>As per Bangladesh Labor Act, 2006, no one below the age of 14 (minimum age) will be employed as a labor. A child over the minimum age (14) and under the age of 18 may be employed or engaged in connection with the project only if the work is not likely to be hazardous or interfere with the child's education or be harmful to the child's health or physical, mental, spiritual, moral or social development; an appropriate risk assessment is conducted prior to the work commencing.</p>
g.	Employee assessment - procedure for determination of compliance of the worker of post (the performed work) by assessment of execution of job responsibilities, level of knowledge, skills and professional training.	<p>Section 195-made it unlawful to discriminate against any person in regard to any employment, promotion, condition of employment or working condition.</p>

SL	ESSs and Key Topic	Bangladesh Labor Act 2006 (amendment 2018)
h.	Freedom of association and collective bargaining	The Bangladesh Labor Act, 2006 Section 176- focuses on the Rights of Workers, guarantees all workers of their right to freely form, join or not join a trade union for the promotion and protection of the economic interest of that worker; and collective bargaining and representation. The procedures for registration of trade unions are set out in detail under Sections 177 and 178 and the requirements for registration are clearly stated in Section 179. The 2006 Act has made a direct provision that if a single trade union remains then that shall be treated as the Collective Bargaining Agent.
<b>Key Elements:</b>		
I	To anticipate and avoid adverse impacts on the health and safety of project-affected communities during the project lifecycle from both routine and non-routine circumstances.	The Bangladesh Labor Act, 2006, Section 61- Inspectors will assess the condition of building, machinery or plant in an establishment and recommend if any measures are required for handling imminent danger to human life or safety. Section 62- in case of sudden fire, necessary precautions to be taken in advance are well mentioned and provisions of fire exit to be established in buildings are strictly directed.

### 3.4 Key OHS legislation

The special provision related to OHS and working condition has been stipulated in the Bangladesh Labor Act 2006, ESS 2 and ESS 4 and The IFC General EHS Guidelines 2007. The provisions are made to protect the labor and concerned people at the workplace against hazards to safety and health arising in connection with the activities. This act entrusts the employer with the obligation to ensure the safety and health of all its employees, and also to mitigate risks of exposure to any hazards in the workplace.

There are basically two additional components of OHS that relates to the adjacent community. One is the physical safety of project communities who are exposed to the project activities during construction and operation, including risks of accidents and risks of violence due to increase in crimes and cultural conflict between locals and migrant population. The other pertains to the exposure and/or increased risks of diseases by the community due to influx of people during construction and operation and due to the changes in the project area, including pollution and ecological change. The legal obligations on OHS, applicable to LMP of project, are listed below:

- Provision to demonstrate OHS policy at workplace
- Provision of OHS risk for the waste management workers
- Responsibility of employers towards worker such as information, facility, personal protective equipment and training on all kinds of OHS related training
- Provision regarding the protection of non-labors such as visitors and others
- Fundamental provision on Occupational Health and Safety (OHS) including role and responsibility of manufacturer, importer and suppliers for assurance of OHS for their goods and services
- Provision of non-discrimination based on caste/ethnicity, gender, religion, language, origin and ideology
- Provision responsibility towards employee such as information, facility, personal protective equipment and training on OHS and responsibility of laborers for work and use of safety gears

- Provision for appointment responsible person (OHS Officer) at the workplace for OHS implementation. Under this there will be joint safety and health committee comprising of supervisor and workers at the worksite
- Provision for immediate shutdown of work and machineries in case of severe COVID-19 concern.
- Special provision for OHS for eye protection, protection against harmful chemicals, operation of pressurized machine/vessel, machine guarding, handling/lifting of load, fire protection, provision against fatigue
- Provision for treatment and prevention of communicable diseases
- Provision of onsite first aid and primary health care
- Provision of accident investigation, inventory of work-related diseases and compensation
- In the Bangladesh Labor Law health and hygiene related provisions are mentioned at section 51 to 60 and safety of workers related provisions are mentioned at section 61 to 78

**Cleanliness:** As per section 51, every establishment shall be kept clean and free from effluvia arising from any drain, privy or other nuisance. The floors of every workroom shall be cleaned regularly, effective means of drainage shall be provided and maintained, the factory shall be re-painted or re varnished at least once in every three years and be cleaned at least once in every fourteenth months, finally the date on which the processes are carried out shall be entered in the prescribed register.

**Ventilation and temperature:** Section 52 of the law states that, in every workroom and in every establishment, adequate ventilation by the circulation of fresh air and comfortable temperature shall be maintained to prevent workers' injury to health.

**Dust and fume:** As per the section 53 of the law, in every establishment effective exhaust appliance shall be applied as near as possible to the point of origin of the dust, fume or other impurity, which are likely to be injurious to the workers and such point shall be enclosed so far as possible.

**Disposal of wastes and effluents:** According to Section 54, effective arrangements shall be made in every establishment for disposal of wastes and effluents due to the manufacturing process carried on therein.

**Overcrowding:** As per Section 56 of the Act, to prevent injury to the health of the workers, overcrowding of every workroom in any establishment shall be prevented and at least 9.5 cubic meter of space for every worker employed in a workroom in the establishment shall be provided.

**Lighting:** As per section 57 of the Act, in every part of an establishment where workers are working or passing, there shall be provided and maintained sufficient and suitable lighting, natural or artificial, or both and all glazed windows and skylights used for the lighting of the work-room shall be kept clean on both the outer and inner surfaces and free from obstruction as far as possible.

**Drinking water:** As per section 58 of the act, effective arrangement of sufficient supply of wholesome drinking water for all workers employed in every establishment shall be provided and maintained at a suitable point conveniently situated therein.

**Latrines and urinals:** As per section 59 of the act, in every establishment sufficient latrine and urinal, separately for male and female workers, adequately lighted, ventilated, conveniently situated and accessible to workers at all times while they are in the establishment shall be provided and maintained in a clean and sanitary condition at all times with suitable detergents and disinfectants.

**Dustbin and spittoon:** As per section 60 of the act, in every establishment there shall be provided, at convenient places, a sufficient number of dustbins and spittoons which shall be maintained in a clean and hygienic condition. No person shall throw any dirt or spit within the premises of an establishment except in the dustbins and spittoons provided for the purpose.

**Fire safety:** Section 62 of the act states that every establishment shall be provided with at least one alternative connection stairway with each floor and such means of escape in case of fire and for carrying fire-fighting apparatus. In every establishment the doors providing an exit from any room shall not be locked or fastened so that they can be easily and immediately opened from inside while work is being carried on in the room. In every establishment, every window or other exit affording means of escape in case of fire shall be distinctively marked in red Bangla letters of adequate and clearly understandable size. A free passageway giving access to each means of escape in case of fire shall be maintained for the use of all workers in every room of the establishment.

**Fencing of machinery:** Section 63 of the act states that, in every establishment all dangerous machinery must be securely fenced; e.g., every moving part of a prime mover and every fly wheel connected to a prime mover, the head-race and tail-race of every water wheel and water turbine, every part of an electric generator, every part of transmission machinery and every dangerous part of any machinery.

**Work on or near machinery in motion:** Section 64 of the act states that, work on or near machinery in motion shall be carried out only by a specially trained adult male worker wearing tight-fitting clothing whose name has been recorded in the register prescribed in this behalf and while engaged he shall not handle a belt at a moving pulley unless the belt is less than fifteen centimeters in width and unless the belt-joint is either laced or flush with the belt.

**Cranes and other lifting machinery:** Section 68 of the act states that, every part of cranes and other lifting machinery, including the working gear, whether fixed or movable, ropes and chains and anchoring and fixing appliances shall be of good construction, sound material and adequate strength, properly maintained, thoroughly examined by a competent person at least once in every period of twelve months and a register shall be kept containing the prescribed particulars of every such examination.

**Hoists and lifts:** Section 69 of the act states that, in every establishment every hoist and lift shall be of good mechanical construction, sound material and adequate strength, properly maintained, shall be thoroughly examined by competent person at least once in every period of six months, a register shall be kept containing the prescribed particulars of every such examination, every hoist way and lift way shall be sufficiently protected by an enclosure fitted with gates, and the hoist or lift and every such enclosure shall be so constructed as to prevent any person or thing from being trapped between any part of the hoist or lift and any fixed structure or moving part, every gate shall be fitted with interlocking

or other efficient device to secure that the gate cannot be opened except when the cage is at the landing and that the cage cannot be moved unless the gate is closed.

**Excessive weights:** Section 74 of the act states that, no person shall be employed in any establishment to lift, carry or move any load so heavy as to be likely to cause him injury.

## Chapter 4: Environmental and Social Risk Management

### 4.1 Occupational Hazard Management

Most environmental and social impacts of project resulting from activities directly under the control of contractors will be mitigated directly by the same contractors. Consequently, ensuring that contractors effectively mitigate project activities related impacts is the core of the Project's approach. IAs will incorporate standardized environmental and social clauses in the tender documentation and contract documents, in order for potential bidders to be aware of environmental and social performance requirements that shall be expected from them, should be able to reflect that in their bids, and are required to implement the clauses for the duration of the contract. PIUs will enforce compliance by contractors with these clauses. The health and safety procedure illustrated in the Labor Acts, ESMF will be referenced all activities under important Project implementation. PIUs is expected to carry out field visits and inspections of the construction from time to time. However, the Labor Acts, ESMF may not have sufficient details and specific requirements to deal with various occupational health and safety issues posed by the project, thus IAs will put in place specific standards meeting, Good International and Industry Practices (GIIP) in the bidding documents and contracts reflecting appropriate level of risk.

As a core contractual requirement, the contractor is required to ensure all documentation related to environmental and social management, including the LMP, to be available for inspection at any time by the PIUs. The contractual arrangements with each project worker must be clearly defined in accordance with Labor Acts. A full set of contractual requirements related to environmental and social risk and impact management will be provided in the Projects' Environmental and Social Management Framework. All environmental and social requirements shall be included in the bidding documents and contracts in addition to any additional clauses, which are contained, in the Projects environmental and social instruments.

Under no circumstances this project can engage forced labor. Forced labor includes bonded labor (working against an impossible debt), excessive limitations of freedom of movement, excessive notice periods, retaining the worker's identity or other government-issued documents or personal belonging, imposition of recruitment or employment fees payable at the commencement of employment, loss or delay of wages that impede the workers' right to end employment within their legal rights, substantial or inappropriate fines, physical punishment, use of security or other personnel to force or extract work from project workers, or other restrictions that compel a project worker to work in a non-voluntary basis. In accordance with the, Bangladesh Labor Act, 2006, PIUs shall:

1. Comply with legislation and other applicable requirements which relate to the occupational health and safety hazards.
2. Enable active participation in OH&S risks elimination through promotion of appropriate skills, knowledge and attitudes towards hazards.
3. Continually improve the occupational health and safety management system and performance.
4. Communicate this policy statement to all persons working under the control of contractors with emphasis on individual OH&S responsibilities.
5. Avail this policy statement to all interested parties at all project sites. In accordance with Labor Acts, correspondence PIUs via contractors/subcontractors should:

- ✓ Identify potential hazards;
- ✓ In collaboration with the employer, investigate the cause of accidents at the workplace;

- ✓ Inspect the workplace with a view to ascertaining the safety and health of employees provided that the employer is informed about the purpose of the inspection;
- ✓ Accompany an inspector whilst that inspector is carrying out the inspector's duties in the workplace;
- ✓ Attend meetings of the safety and health committee to which that safety and health representative is a member;
- ✓ Make recommendations to the employer in respect of safety and health matters affecting employees, through a safety and health committee; and
- ✓ Where there is no safety and health committee, the safety and health representatives shall make recommendations directly to the employer in respect of any safety and health matters affecting the employees.

In accordance to Bangladesh Labor Act, 2006, first aid provisions are required. These provisions, and to avoid work related accidents and injuries, the contractor will:

- Provide occupational health and safety training to all employees involved in works.
- Provide PPE (Personal Protective Equipment), i.e.; protective masks, helmet, overall and safety shoes, and safety goggles, as appropriate.
- Provide workers in high noise areas with earplugs or earmuffs.
- Ensure availability of first aid box.
- Provide employees with access to toilets and potable drinking water.
- Provide safety and occupational safety measures to workers with (PPE) when installing pumps to prevent accidents during replacement and installation and follow safety measures in installing submersible pump and cleaning the raiser pipes.
- Properly dispose of solid waste at designated permitted sites landfill allocated by the local authorities and cleaning funds; and attach the receipt of waste from the relevant landfill authority.
- Carry out all procedures to prevent leakage of generator oil into the site.
- Provide secondary tank for oil and grease to avoid spills. Further to enforce the compliance of environmental management, contractors are responsible and liable of safety of site equipment, labors and daily workers attending to the construction site and safety of citizens for each project site, as mandatory measures.

#### 4.2 Grievance Mechanism

Section 33 of Bangladesh Labor Act, 2006 explicitly states that every employer, including contractors, to have a Formal Grievance Procedure which should be known and explained to the employee.

(1) Any worker including a worker who has been laid-off, retrenched, discharged, dismissed, removed, or otherwise terminated from employment, who has any complaint in respect of anything and intends to get redress thereof, shall send his complaint in writing to his employer, by registered post within 30 (thirty) days of being informed of the cause of such complaint: Provided that if the appointing authority accepts the complaint directly and acknowledges the receipt thereof in writing, such complaint shall not be required to be sent by registered post.

(2) The employer shall within 30 (thirty) days of receipt of the complaint, make enquiry into the complaint and shall after giving the concerned worker an opportunity of being heard, communicate with him in writing his decision thereon.

(3) If the employer fails to give any decision, or if the concerned worker is dissatisfied with such decision, he may submit a complaint in writing, to the Labor Court within 30 (thirty) days from the date of expiry or, as the case may be, within 30 (thirty) days from the date of the decision of the employer.

(4) The Labor Court shall, on receipt of the complaint, give notice to both the parties and hear their statement on the complaint, and considering the circumstances of the case shall pass such order as it may deem just.

(5) The Labor Court may amongst other reliefs, direct for reinstatement of the complainant in service, with or without arrear wages and convert the order of dismissal, removal or discharge to any minor punishment specified in section 23(2).

(6) Any person aggrieved by an order of the Labor Court, may, within thirty days of the order, prefer an appeal to the Tribunal, and the decision of the Tribunal on such appeal shall be final.

(7) No Court-fee shall be payable for making any complaint or preferring an appeal.

(8) No complaint shall amount to a criminal prosecution under this Act.

(9) No complaint shall lie against an order of termination of employment, unless such order is alleged to have been made for his welfare society activities or passed with an ill motive or unless the worker concerned has been deprived of the benefits specified in that section.

**Management of Gender and SEA/SH Related Complaints:** Gender based discrimination is to be strictly prohibited and monitored by the PIUs of the Project. The PIUs with support from E&S specialists/consultants, identify issues of SEA/SH associated with the investments. In case the PIUs, the implementation partners, service providers and the contractors are not equipped to handle complaints or provide relevant services to survivors of SEA/SH, they will refer them to SEA/SH service providers (could be local NGOs having such program and services) who will in turn use health facilities, law enforcement's gender unit or others, and other services for management of the issue. Grievances related to SEA/SH should also be channeled through the related service provider, if employed, else keeping the complainants' confidentiality.

In accordance with the World Bank Good Practice Note (GPN) on **Addressing SEA/SH**, IAs will prepare a Code of Conduct (CoC) which will introduce specific behavioral requirements and prohibitions for the workers. All workers will be trained on this particular issue and will have to sign the CoC before deployment. This will specify a set of measures to prevent SEA/SH in the project and attend incidents of SEA/SH. Borrowers will plan to incorporate sensitization and/or training on SEA/SH as appropriate for different parties, including project actors, project-affected people and others involved in service delivery. Training is not a one-time requirement; rather, it is a continuing process throughout project implementation that is informed by the project activities and context. The Borrower will also identify a

quality GBV service provider or mapping services, and the Bank will provide technical support when necessary.

The PIUs will keep records of all resolved and unresolved complaints and grievances (one file for each case record) and make them available for review as and when asked for by the Bank. The PIUs will also prepare periodic reports on the grievance resolution process and publish these on their respective official websites as admissible under the centralized national Grievance Redress System (GRS) of the Government of Bangladesh. SEA/SH related complaints and incidents will be recorded and handled with full confidentiality as per the consent of the complainants.

All the contractors who will be engaged for the project will be required to produce their grievance procedure as a requirement for tender which at a minimum complies with these requirements. In addition, good international practice recommends that the procedures be transparent, confidential, adheres to non-retribution practices and includes the right to representation. After they are engaged, they will be required to produce proof that each employee has been inducted and signed that they have been inducted on the procedure.

### 4.3 Contractor Management

PIUs shall make sure that contractors monitor, keep records and report on terms and conditions related to labor management. The contractor must provide workers with evidence of all payments made, including social security benefits, pension contributions or other entitlements regardless of the worker being engaged on a fixed term contract, full-time, part-time or temporarily. The application of this requirement will be proportionate to the activities and to the size of the contract, in a manner acceptable to MoLGRD&C, MoWR, MoA and World Bank.

The Project's oversight of contractors is set out in this LMP. The following procedures are to be followed by PIUs for contractor management, adhering to LMP provisions and the project management unit shall be liable to comply with these procedures:

1. Ensure that Contractors have valid contracts with clearly define service level agreement and all environmental and social clauses
2. Monthly submission of records: Contractor submission to Project Implementation Unit, copied to Project Management Unit. This includes:
  - ✓ Incidents and accidents, the Incident Reporting and Investigation Procedure is followed, and the Incident/Accident Monitoring Register is used to monitor.
  - ✓ Contractor employees recorded using Contractors Employee List
3. Monthly site visits (at a minimum) and reports
4. Concerns or issues tracking using monitoring register.
5. Evaluation of contractor requirements. These include training, OH&S files, certifications and other. The evaluation results in Portfolio Reports which includes recommendations for contract extension or termination.

Contractors should develop specific procedures or plans so that adequate precautions are in place to prevent or minimize an outbreak of communicable diseases.

### 4.4 Management of Waste Management Workers of the Project Sites

The first step in mitigating occupational risks for sanitation risks is understanding what they are. These risks may vary between contexts, but at the most fundamental level, they are about avoiding direct exposure to the risks mentioned with section 3 of this LMP, through adequate health and safety

measures. Local-level risk assessment of sanitation work can identify the priority risks at each step of the service chain. Mechanisms to reduce exposure will include a combination, of improvements to management practice, technology and workers behavior. Examples include appropriate use of PPE such as gloves, full-body suits, boots, glasses, gas detectors. They also include technologies to support installation and operationalization of microwave- based disposal systems, using which temporary waste will be converted into non-communicable waste. Regardless of technologies used, workers need to be trained in their use according to standard operating procedures and mechanisms to ensure they are being followed need to be in place to ensure risks are mitigated. The following key measures are suggested for the workers-

- Educate all workers about the potential risks associated with their work
- Increase awareness about hazards at the workplace, waste collection areas and municipalities
- Outline all emergency, spill and injury response procedures
- Educate on safe work practices
- Provide training on PPE use
- Provide annual refresher training on handling sharps containers, hazardous and chemical containers, handling contaminated line and handling radioactive waste, where applicable
- Response to injuries
- Personal hygiene including hand hygiene
- Donning, removing and cleaning PPE
- Initial and annual refresher

#### 4.5 Primary Supply Workers

This section addresses labor management risk associated with people employed or engaged by PIUs for supplying goods and services to the project sites. Primary suppliers are suppliers who, on an ongoing basis, provide goods or materials directly to the project. The project will require procurement of a substantial number of materials. All primary suppliers are formal businesses who are required to procure and produce materials subject to high standards. Any new supplier is vetted using a different form which screens the supplier regarding compliance with taxes, certification, licensing, Public Liability Certificate and workmen's compensation. A separate form requires that the primary supplier identify the company's permanent staff and declare any current or prior arbitration as well as any criminal convictions. Registered suppliers are subject to regular review in accordance with PIUs. The review shall be carried out twice annually and requires a Commercial Services Officer to visit the supplier's premises. The supplier evaluation form provides for the Commercial Services to report any labor irregularity if observed. Sudden and random inspection by PIUs needs to be done on a regular basis to ensure compliance. This LMP requires that, under the project, any primary supplier maintains records related to occupational injuries, illness and lost time accidents. These records will be subject to review by Commercial Services inspection twice annually. Employers will also ensure that any primary supplier to the project report fatalities or serious injury and informs PIUs authorities in accordance with national reporting requirements.

## Chapter 5: Implementation and Monitoring

### 5.1 Responsible Staff

PIUs will have the overall responsibility to oversee all aspects of the implementation of the LMP, particularly to ensure contractor compliance. The contractor is subsequently responsible for managing in accordance with contract specific Labor Management Plans, implementation of which will be supervised by PIUs monthly or at shorter intervals as defined by specific Plans. The detailed approach is described in the following sections.

**Occupational Health and Safety:** Contractors must engage a minimum of one health & safety representative. Smaller contracts may permit the health & safety representative to carry out other assignments as well. The health & safety representative ensures the day-to-day compliance with specified safety measures and records of any incidents. Minor incidents shall be reported to the PIUs on a monthly basis, serious incidents shall be reported immediately. Minor incidents will be reflected in the quarterly reports to the World Bank, major issues will be flagged to the World Bank immediately.

**Labor and Working Conditions:** Contractors will keep records in accordance with specifications set out in this LMP. The PIUs may at any time require records to ensure that labor conditions are met. The PIUs will review records against actual at a minimum on a monthly basis and can require immediate remedial actions if warranted. A summary of issues and remedial actions will be included in quarterly reports to the World Bank.

**Worker Grievances:** Contractors will be required to present a worker grievance redress mechanism which responds to the minimum requirements in this LMP. The Project Implementation Unit's Social Officer will review records on a monthly basis. Where worker concerns are not resolved, the national system will be used as set out in the section, but the PIUs will keep abreast of resolutions and reflect it in quarterly reports to the World Bank. Given the anticipated number of project workers the labor GRM will be a separate document apart from the Project level GRM, though personnel in the committees (GRC) on both the GRMs may have overlapping functions. Reporting Channels for the GRMs may also be the same.

**Additional Training:** Contractors are required to, at all times, have a qualified safety officer on board. If training is required, this will be the contractor's responsibility. The safety officer will provide instructions to contractor staff. The PIUs will procure training to address risks associated with labor influx and will provide a schedule for trainings required. The contractor will be obligated to make staff available for this training, as well as any additional mandatory trainings required, as specified by the contract.

Table 5.1: Summarization of Risks, Mitigation Measures and Responsible Person

Potential Impacts/Risks	Mitigation Measures	Responsibility
Engagement of child and forced labor	<ul style="list-style-type: none"> <li>Verify NID cards and/or birth certificate</li> <li>Sessions on awareness raising within the local community and contractors</li> <li>Prepare and implement code of conduct</li> <li>Engagement of labor expert/focal point</li> </ul>	<p><b>Implementation:</b> Contractors/sub-contractors</p> <p><b>Supervision:</b> PIUs will supervise the construction activities in</p>

Potential Impacts/Risks	Mitigation Measures	Responsibility
		flood affected districts.
<b>Risk of potential transmission of infectious diseases, particularly for the workers of Waste Management</b>	<ul style="list-style-type: none"> <li>• Conducting pre-employment health check</li> <li>• Controlling entry and exit from site/workplace</li> <li>• Adequate and designed accommodation arrangements to reduce contact with the community</li> <li>• Reviewing contract durations, to reduce the frequency of workers entering/exiting the site</li> <li>• Rearranging work tasks or reducing numbers on the worksite to allow social/physical distancing, or rotating workers through a 24-hour schedule</li> <li>• Providing appropriate forms of PPE</li> <li>• Putting in place alternatives to direct contact, like tele-medicine appointments and live stream of instructions</li> </ul>	Same as above
<b>Risk of labor Influx</b>	<ul style="list-style-type: none"> <li>• Development of a management plan for social and environmental impacts in consultation with affected communities</li> <li>• Implementation of appropriate mitigation and monitoring programs, which includes development and implementation of a stakeholder engagement program</li> <li>• Establishment of a grievance redress mechanism (GRM) for workers and community; and</li> <li>• Monitoring and supervision, and, as needed, adaptive management actions</li> </ul>	Same as above
<b>Sexual harassment of women and girls, exploitative sexual relations, and illicit sexual relations with minors from the local community</b>	<ul style="list-style-type: none"> <li>• The risk of SEA/SH and discrimination will be mitigated implementing a code of conduct, contract before employing any labor in the work and ensuring necessary training</li> <li>• The Contractor’s monthly training program will also cover topics related to Code of Conduct such as discrimination, sexual harassment, particularly towards women and children, violence, including sexual and/or gender-based violence and respectful attitude while interacting with the local community</li> <li>• Contractor engaged Labor Expert will be responsible to ensure the mitigation measure</li> </ul>	Same as above
<b>Hazardous work and process</b>	<ul style="list-style-type: none"> <li>• The risk will be mitigated by Contractor, providing PPE for workers, such as safety shoes, helmets, safety vests, masks, gloves, protective clothing, goggles, full-face eye shields and ear</li> </ul>	Same as above

Potential Impacts/Risks	Mitigation Measures	Responsibility
	protection based on the work requirements <ul style="list-style-type: none"> <li>• Workers shall maintain the PPE properly by cleaning dirty ones and replacing damaged ones</li> <li>• Contractors must engage a minimum of one Occupational Health and Safety representative who will be responsible to ensure the mitigation measure</li> </ul>	
<b>Accidents or emergencies: exposure to unsafe machineries, flammable chemicals/fuel, construction materials, landslide at workplace</b>	<ul style="list-style-type: none"> <li>• The risk will be mitigated by Contractor hiring trained operators for the safe operation of specialized vehicles such as forklifts, including safe loading and unloading. Moving equipment with restricted rear visibility shall be outfitted with audible back-up alarms.</li> <li>• Flagman will be provided to each moving equipment operator to guide the movement of equipment.</li> <li>• The contractor shall mark all energized electrical devices and lines with warning signs.</li> <li>• Contractors shall mark the fire escape routes and train the workers on emergency evacuation from the terminal in case of fire.</li> <li>• Emergency drills shall be conducted on a regular basis.</li> <li>• Contractor engaged Occupational Health and Safety representative will be responsible to ensure the mitigation measure.</li> </ul>	Same as above

**5.2 Provision of LMP in Bidding Document**

This LMP will be included in the general specification of the bidding documents. The preparation and implementation of site-specific Labor Management Plan by the contractor will be incorporated in the Bill of Quantities (BoQ) as a component of the general items of bidding document. Moreover, the LMP can be incorporated in the “Scope of Works and Particular Requirement” under the section “Work Requirements” along with Environmental.

**5.3 Monitoring and Evaluation**

PIUs will conduct monitoring in coordination with contractors and sub-contractors. This will be done through setting a special score board approach based on the activities accomplished during project interval. This will be done annually and applies both for the project including project parties and labors as well based on the set criteria.

## **ANNEX I: Sample Labor Code of Conduct (CoC) covering the SEA/SH related risks**

### Introduction

The company is committed to ensuring a work environment which minimizes any negative impacts on the local environment, communities, and its workers. The company also strongly commits to creating and maintaining an environment in which Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) have no place, and where they will not be tolerated by any employee, sub-contractor, supplier, associate, or representative of the company. The purpose of this Code of Conduct is to:

- Create a common understanding of what constitutes Sexual exploitation and abuse, and sexual harassment
- Create a shared commitment to standard behaviors and guidelines for company employees to prevent, report, and respond to SEA and SH, and
- Create an understanding that breach of this code of conduct will result in disciplinary action.

### Definitions

**Sexual Exploitation and Abuse (SEA):** Is defined as any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

**Sexual Abuse:** “The actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.”

**Sexual Harassment:** Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of sexual nature.

**Sexual Harassment versus SEA:** SEA occurs against a beneficiary or member of the community. Sexual harassment occurs between personnel/staff of an organization or company and involves any unwelcome sexual advance or unwanted verbal or physical conduct of a sexual nature. The distinction between the two is important so that agency policies and staff training can include specific instruction on the procedures to report each.

Consent is the choice behind a person’s voluntary decision to do something. Consent for any sexual activity must be freely given, ok to withdraw, made with as much knowledge as possible, and specific to the situation. If agreement is obtained using threats, lies, coercion, or exploitation of power imbalance, it is not consent. Under this Code of Conduct consent cannot be given by anyone under the age of 18, regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of the child is not a defense.

There is no consent when agreement is obtained through:

- the use of threats, force or other forms of coercion, abduction, fraud, manipulation, deception, or misrepresentation
- the use of a threat to withhold a benefit to which the person is already entitled, or
- a promise is made to the person to provide a benefit.

While all forms of violence against a community resident or a co-worker are forbidden, this code of conduct is particularly concerned with the prevention and reporting of sexual exploitation and abuse

(SEA) and sexual harassment which constitute gross misconduct, are grounds for termination or other consequences related to employment and employment status:

Examples of sexual exploitation and abuse include, but are not limited to:

- A project worker tells women in the community that he can get them jobs related to the work site (cooking and cleaning) in exchange for sex.
- A worker that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A project worker gets drunk after being paid and rapes a local woman.
- A project worker denies passage of a woman through the site that he is working on unless she performs a sexual favor.
- A manager tells a woman applying for a job that he will only hire her if she has sex with him.
- A worker begins a friendship with a 17-year-old girl who walks to and from school on the road where project related work is taking place. He gives her rides to school. He tells her that he loves her. They have sex.

Examples of sexual harassment in a work context include, but are not limited to:

- Male staff comment on female staffs' appearances (both positive and negative) and sexual desirability.
- When a female staff member complains about comments male staff are making about her appearance, they say she is "asking for it" because of how she dresses.
- A male manager touches a female staff members' buttocks when he passes her at work.
- A male staff member tells a female staff member he will get her a raise if she sends him naked photographs of herself.

Individual signed commitment (to be translated in a language understood by the person signing):

I, \_\_\_\_\_, acknowledge that sexual exploitation and abuse (SEA) and sexual harassment, are prohibited. As an (employee/contractor) of (contracted agency / sub-contracted agency) in (country), I acknowledge that SEA and SH activities on the work site, the work site surroundings, at workers' camps, or the surrounding community constitute a violation of this Code of Conduct. I understand SEA and SH activities are grounds for sanctions, penalties or potential termination of employment. Prosecution of those who commit SEA and SH may be pursued if appropriate.

I agree that while working on the project I will:

- Treat all persons, including children (persons under the age of 18), with respect regardless of sex, race, color, language, religion, political or other opinion, national, ethnic or social origin, gender identity, sexual orientation, property, disability, birth or other status.
- Commit to creating an environment which prevents SEA and SH and promotes this code of conduct. In particular, I will seek to support the systems which maintain this environment.
- Not participate in SEA and SH as defined by this Code of Conduct and as defined under (country) law (and other local law, where applicable).
- Not use language or behavior towards women, children or men that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate.
- Not participate in sexual contact or activity with anyone under the age of 18. Mistaken belief regarding the age of a child is not a defense. Consent from the child is also not a defense. I will

not participate in actions intended to build a relationship with a minor that will lead to sexual activity.

- Not solicit/engage in sexual favors in exchange for anything as described above.
- Unless there is the full consent by all parties involved, recognizing that a child is unable to give consent and a child is anyone under the age of 18, I will not have sexual interactions with members of the surrounding communities. This includes relationships involving the withholding or promise of actual provision of benefit (monetary or non-monetary) to community members in exchange for sex—such sexual activity is considered “non-consensual” under this Code.

I commit to:

Adhere to the provisions of this code of conduct both on and off the project site.

Attend and actively partake in training courses related to preventing SEA and SH as requested by my employer.

If I am aware of or suspect SEA and SH, at the project site or surrounding community, I understand that I am encouraged to report it to the Grievance Reporting Mechanism (GRM) or to my manager. The safety, consent, and consequences for the person who has suffered the abuse will be part of my consideration when reporting. I understand that I will be expected to maintain confidentiality on any matters related to the incident to protect the privacy and security of all those involved.

Sanctions: I understand that if I breach this Individual Code of Conduct, my employer will take disciplinary action which could include:

- Informal warning or formal warning
- Additional training
- Loss of salary
- Suspension of employment (with or without payment of salary)
- Termination of employment
- Report to the police or other authorities as warranted

I understand that it is my responsibility to adhere to this code of conduct. That I will avoid actions or behaviors that could be construed as SEA and SH. Any such actions will be a breach of this Individual Code of Conduct. I acknowledge that I have read the Individual Code of Conduct, do agree to comply with the standards contained in this document, and understand my roles and responsibilities to prevent and potentially report SEA and SHA issues. I understand that any action inconsistent with this Individual Code of Conduct or failure to act mandated by this Individual Code of Conduct may result in disciplinary action and may affect my ongoing employment.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ANNEX 2: Suggested Due Diligence for Social and Environmental Risk Mitigation Measures in Contracts**

<b>Stages of Contractual Process</b>	<b>Suggested Due Diligence</b>
Before bidding	<p>Ensure that the terms of reference clearly define the supervision engineer’s responsibilities regarding oversight of, and reporting on, labor influx, transmission of infectious disease and workers’ camps. For high-risk projects, have independent safeguards supervision.</p> <p>Ensure the team skills in the terms of reference clearly include key staff qualified and experienced in managing similar projects, and demonstrated capacity to manage social and environmental issues, including issues pertaining to community health and safety.</p> <p>Ensure that the project GRM is established, and its use is widely publicized.</p>
Preparation of bidding documents	<p>Review contract conditions included in bidding documents to:</p> <p>Ensure that the relevant mitigation measures in the ESMF are reflected and budgeted in the contract,</p> <p>Ensure the ESMF forms part of and is explicitly referred to in the bidding documents.</p> <p>Identify relevant provisions (workers, camps, child and forced labor, safety, grievance redress, etc.) regulating the contractor’s responsibility and identify any gaps, inconsistencies or areas of concern that could be addressed through additional provisions in the “particular conditions of contract” and/or technical specifications</p> <p>Include a requirement that all workers sign ‘Codes of Conduct’ governing behavior, and identifying sanctions</p> <p>Clearly identify that training programs on implementing the Codes of Conduct, etc. will be undertaken by external providers</p> <p>Ensure the contract conditions clearly specify what type of penalty the contractor will face if the provisions of the ESMF and CESMP are not adhered to—including by subcontractors. This may include direct incentives to contractors in the form of penalties for poor performance on social and environmental matters or specific Performance Securities for ESMF and CESMP compliance.</p> <p>Ensure bidding documents make clear the responsibilities of the contractor to prepare and adhere to a CESMP based on the ESMF and that no civil works will commence until the CESMP has been approved by the supervision engineer.</p> <p>Ensure the bidding documents detail how the contractor and supervision engineer will be required to monitor and report on the impacts on the local community, issues related to labor influx and workers’ camps.</p> <p>Propose Key Performance Indicators (KPIs) for Contract Management,</p>

<b>Stages of Contractual Process</b>	<b>Suggested Due Diligence</b>
	reflecting issues and risks specific to the contract and the monitoring plan.
Bidding evaluation	<p>Review the Borrower’s bid evaluation report and request to review the bids where appropriate, to verify for the recommended bidder that documents related to the ESMP, safeguard implementation capacity, and other obligations of the contractor required to be submitted with the bid are sufficiently detailed and cover the contractual requirements.</p> <p>Require the contractor’s representative or dedicated community liaison staff to have the ability to communicate in the language of the Borrower and/or the local language.</p> <p>Verify that the contract management framework identifies clearly lines of communication and that these are formalized, and a consistent record is provided.</p> <p>Ensure that the contractor meets the project’s OHS requirements for capability and experience.</p>
After contract signing	<p>Prior to commencing works, the contractor submits site-specific CESMP(s) based on the ESMF, which includes specific management plans for: (i) work activities; (ii) traffic management; (iii) occupational health and safety; (iv) environmental management; (v) social management; and (vi) labor influx. Supervision engineer reviews and approves the CESMP—with inputs from appropriate Government agencies—before any work starts. For high-risk projects, the Bank should also review and clear the CESMP. The borrower should disclose the approved CESMP.</p>

**ANNEX 3: Certificate of Age and Fitness**

Part-A of the Registered Medical Practitioner

Certificate of Age and Fitness		Certificate of Age and Fitness	
Serial No:		Serial No:	
Date:		Date:	
Name:			
Father's Name:		It is being certified that (Name)....., Father..... Mother..... Address..... has been examined by me. His identifying mark is.....He is willing to be employed in establishment, and it has been found in my examination that his age is..... and he is fit to be employed in establishment as an adult/adolescent worker.	
Mother's Name:			
Sex:			
Permanent Address:			
Temporary/Mailing Address:			
Date of Birth according to Birth Certificate/ School Certificate:			
Physical Fitness:			
Identifying Marks:			
Signature/Thumb Impression of the Concerned Person		Signature/Thumb Impression of the Concerned Person	
Signature of the Registered Practitioner		Signature of the Registered Practitioner	

**ANNEX 4: Record Book on the Training of Fire Extinguishment**

Name of Contractor/ Sub-contractor: .....

Address of Contractor/ Sub- contractor: .....

Number of Total Workers and Employees: .....

Male: .....

Female: .....

Serial No.	Date & Time	Type of Training			Name of the Training Institution	Number of Participants in Training			Duration of Training	Signature of Owner/ Manager	Remark
		Fire Extinguishment	Rescuer	First Aid		Male	Female	Total			

**ANNEX 5: Register of Worker working on or near Machinery in motion, and provided with Personal Safety Materials**

Name of Establishment: .....

Address of Establishment: .....

Serial No.	Serial No. of Worker's Register	Name of Worker	Age	Type of Work	Description & Date of providing with Tight Garment Personal Safety	Description of Training for Such Work	Signature or Fingerprint of worker	Remark

## ANNEX 6: Final Report of Accident and Professional Injury

(Sent after two months of the accident or joining work after temporal physical inability)

Name of address of institute: .....

Registration no. of institute: .....

Telephone, mobile, fax and email no: .....

Name and address of management authority (with phone number): .....

.....

Name and address of constructor (if applicable) (with phone number): .....

Type and nature of the manufactured product/service: .....

Date and time of the accident: .....

Place/branch/ division (where the accident has taken place): .....

Description of the victim of the accident:

Name: .....

Present address.....

Permanent address: .....

Age: .....

Sex.....

Card/token no: .....

Post: .....

Salary: .....

Type of accident: (mark the suitable gap)

Death: .....

Permanent total physical inability: .....

Permanent partial physical inability: .....

If the worker is absent from work for more than 20 days because of the injury: .....

.....

If the worker is absent from work for more than 16 hours and less than 20 days because of the injury (if you mark this ..., do not fill up point 9-12)

If the injured person faces permanent physical inability (if applicable) mark the following injury list

Mutilation:

Elbow of right hand or above elbow	Elbow of left hand or above elbow
Below right-hand elbow	Below left hand elbow
Leg- on the knee or above knee	Leg-below knee
Permanent total hearing thumb	One eye
A bone of thumb	All toes of a leg
Big toe	Index finger
	Any finger except index finger

Class of accident (mark the appropriate option):

Fall of a person:

Fall of an object:

An object hit by other except for the fallen object:

Electricity:

Poison, fatal object or radiation:

Explosive:

Fire:

Incoming of forceful current of water:

Asphyxia due to gas:

Other reason (specify, for example: excessive use of force/excessive movement etc.)

.....  
.....

Responsible object for accident (mark the suitable option)

Main operating machine:

Moderator machine:

Lifting machine

Operative machine

Other machine or supporting machine:

Rail or trolley:

Other transportation or goods transportation:

Hand run machine:

Others (please specify, e.g., water, transportation, pressure vessel, plant, oven, kilns etc)

The time of absence form work (working hour): .....

The name and address of the medical officer under whose treatment the injured person produced:

.....

Date of sending report:.....

Sign of manager/representative: .....

Date:.....

**ANNEX 7: Report on Toxic and Infectious Disease**

[This must be submitted within 24 hours of identifying the disease]

Name of address of Factory/institute:.....  
Registration no. of Factory/institute:.....  
Telephone, mobile, fax and email no:.....  
Name and address of management authority (with phone number):.....  
Name and address of constructor (if applicable) (with phone number):.....  
Type and nature of the manufactured product/service:.....  
Description of the victim of the accident:  
Name:.....  
Present address.....  
Permanent address:.....  
Age:.....  
Sex.....  
Card/token no:.....  
Post:.....  
Salary:.....  
Type of work:.....  
Date of joining work:.....  
Name and address of the physician if he/she is undergoing treatment: .....  
.....  
The name of the disease worker is suspected to be suffering from: .....  
.....  
Name of the notice provider: .....  
Date: .....

.....  
Signature of the assignee or his lawyer or  
Authorized officer of the registered trade union