



Government of the People's Republic of Bangladesh

Bangladesh Water Development Board
Bangladesh Inland Water Transport Authority
Insurance Development & Regulatory Authority



Jamuna River Sustainable Management Project-1



Labor Management Procedure



January 2023

Prepared By

CEGIS

Center for Environmental and Geographic Information Services

Table of Contents

| | |
|---|----------|
| TABLE OF CONTENTS | 1 |
| EXECUTIVE SUMMARY | 2 |
| 1. INTRODUCTION | 6 |
| 2. OVERVIEW OF LABOUR USE IN THE PROJECT | 7 |
| 3. ASSESSMENT OF KEY POTENTIAL LABOR RISKS..... | 9 |
| 4. BRIEF OVERVIEW OF LABOUR LEGISLATION: TERMS AND CONDITIONS..... | 10 |
| 5. BRIEF OVERVIEW OF LABOR LEGISLATION: OCCUPATIONAL HEALTH AND SAFETY | 13 |
| 6. RESPONSIBLE STAFF..... | 15 |
| 7. POLICIES AND PROCEDURES..... | 17 |
| 7.1. Occupational, Health and Safety | 18 |
| 7.2. Labor Influx, SEA-SH and Gender-based Violence (GBV)..... | 19 |
| 7.3 Other International Guidelines..... | 20 |
| 7.4 COVID-19 Response Guidelines | 20 |
| 8. AGE OF EMPLOYMENT | 20 |
| 9. TERMS AND CONDITIONS..... | 21 |
| 9.1. Workers’ Organization | 21 |
| 10. GRIEVANCE REDRESSAL MECHANISM | 22 |
| 10.1. Disciplinary Procedure..... | 24 |
| 10.2. Individual Grievance Procedure | 24 |
| 10.3. Collective Grievances and Disputes resulting from the negotiations of Collective agreements | 25 |
| 10.4. Management of Gender and SEA/SH Related Complaints..... | 25 |
| 11. CONTRACTOR MANAGEMENT..... | 26 |
| 12. COMMUNITY WORKERS..... | 27 |
| 13. PRIMARY SUPPLY WORKERS..... | 29 |
| Annex- 1 | 30 |
| Annex-2..... | 31 |
| Annex- 3..... | 33 |
| Annex- 4..... | 37 |

EXECUTIVE SUMMARY

This Labor Management Procedures (LMP) has been developed to ensure proper working condition and to manage the main labor requirements and risks under the proposed Jamuna River Sustainable Management Project 1 (JRSMP). The SOP-Project 1 (The Project) implemented by Bangladesh Water Development Board (BWDB) under the Ministry of Water Resources; Bangladesh Inland Water Transport Authority (BIWTA) under the Ministry of Shipping; and Insurance Development and Regulatory Authority (IDRA) under the Ministry of Finance, and funded by the World Bank (WB) and Asian Infrastructure Investment Bank (AIIB). The LMP has set out the approaches and measures to meet and mitigate the national requirements as well as the objectives of the WB's Environmental and Social Framework, specific objectives of Environmental and Social Standard 2: Labor and Working Conditions (ESS2).

The LMP has identified four types of labors and workers who will be engaged in the project with tenures of respective groups to be recruited and involved: (i) Direct (PIU Staff seconded by the Government and the Consultants in the PIU), (ii) Contracted (or-subcontracted) labors, and (iii) Community workers, and (iv) Primary Supply Workers.

The potential labor risks in terms of the community workers are working condition, child labor and forced labor, vulnerable woman, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH) etc.

The purpose of this LMP is to ensure proper working conditions and management of worker relationships, occupational health and safety (OHS), and to address Project-related issues associated with workforce-related sexual exploitation and abuse and sexual harassment (SEA/SH). It will categorically identify, assess, and prescribe on how to address the issues of working conditions, management of workers relations, child and forced labor, labour influx, SEA-SH, OHS, etc.

The LMP highlights the significant chance of women (and their children) being subject to gender-based violence (GBV), including SEA/SH during the project. Hence, the LMP identifies necessary mechanism with regular monitoring and reporting.

The project, will prohibit recruitment of children under 18 years of age and practices of forced labor. It will primarily follow the national legislations also adopt international good practices and the relevant standards of the World Bank: ESS 2 and ESS4. Furthermore, it will arrange for awareness-raising activities added with periodic monitoring to ensure that the standards set in this procedure are followed.

There is possibility of labor influx from different parts of the country during the implementation of this project although the overall scale is not expected to be significant. Necessary measures are proposed in the procedure and the monitoring mechanism embedded in the project will make sure that those are translated into regular practice. Responsible parties' actions will be periodically reported for the record.

The LMP has identified the commonalities and gaps between the WB's ESF standards and present legislation of Bangladesh. Good practices will be adopted, while issues/areas of further improvement are proposed, to be followed during the implementation of the project. For example, the Trade Union (Labor Association), Safe Work Environment etc. all will be practiced in this project.

Given the pandemic situation of the COVID-19, applicable guidelines issued by the World Health Organization (WHO) and the Director General of Health of the Government of the People's Republic of Bangladesh will be followed as and when required.

To translate the procedure into real actions the project will recruit required skill-personnel with relevant experience and knowledge. The areas that these experts will cover are OHS, labor and working conditions, workers' grievance, training, and raising the level of awareness of the persons engaged with the project directly and indirectly.

Through the introduction of a standard Grievance Redressal Mechanism in the LMP, it has proposed best practices for the project. The mechanism included Disciplinary Procedure, Individual Grievance Procedure, Collective Grievance Procedure, GBV, and Workplace-related Sexual (and other) Harassments.

The section on Contractor Agreement introduced a high-level of standards to ensure that the ESS2 of the WB are in place and in practice.

The LMP can be updated to meet the project's demands, and is just one of several environmental and social (E&S) instruments developed to support the E&S management aspects of the Project. The draft LMP will be disclosed in IAs' websites before project's appraisal and final one will be redisclosed after approval by the implementing agencies.

সারসংক্ষেপ

প্রস্তাবিত যমুনা নদী টেকসই ব্যবস্থাপনা প্রকল্প-১ (JRSMP) এর অধীনে সঠিক কাজের অবস্থা নিশ্চিত করতে এবং প্রধান শ্রমের প্রয়োজনীয়তা এবং ঝুঁকিগুলি পরিচালনা করার জন্য এই শ্রম ব্যবস্থাপনা পদ্ধতি (LMP) তৈরি করা হয়েছে। প্রকল্প সিরিজের প্রকল্প-১ বিশ্ব ব্যাংক (WB) এবং এশিয়ান ইনফ্রাস্ট্রাকচার ইনভেস্টমেন্ট ব্যাংক (AIIB) দ্বারা অর্থায়ন করা হয়েছে যাহা পানি সম্পদ মন্ত্রণালয়ের অধীন বাংলাদেশ পানি উন্নয়ন বোর্ড (BWDB); নৌপরিবহন মন্ত্রণালয়ের অধীন বাংলাদেশ অভ্যন্তরীণ নৌ-পরিবহন কর্তৃপক্ষ (BIWTA); এবং অর্থ মন্ত্রণালয়ের অধীনে বীমা উন্নয়ন ও নিয়ন্ত্রক কর্তৃপক্ষ (IDRA) কর্তৃক বাস্তবায়ন করা হচ্ছে। জাতীয় নিয়ম ও প্রয়োজনীয়তা পূরণ এর পাশাপাশি বিশ্বব্যাংকের পরিবেশগত এবং সামাজিক কাঠামোর উদ্দেশ্য এবং পরিবেশ ও সামাজিক মানদণ্ড ২ (ESS-2) এর নির্দিষ্ট উদ্দেশ্য পূরণ এর জন্য এই শ্রম ব্যবস্থাপনা পদ্ধতি (LMP) কিছু পন্থা এবং ব্যবস্থা নির্ধারণ করেছে।

এই শ্রম ব্যবস্থাপনা পদ্ধতিতে চার ধরনের শ্রমিক ও কর্মী চিহ্নিত করা হয়েছে যারা প্রকল্পে বিভিন্ন মেয়াদে নিযুক্ত এবং জড়িত থাকবেন: (i) সরাসরি (সরকার-সমর্থিত এবং পরামর্শদাতাদের দ্বারা গঠিত PIU), (ii) চুক্তিবদ্ধ (বা সাবকন্ট্রাক্টেড) শ্রমিক, এবং (iii) সম্প্রদায়ের কর্মী, এবং (iv) প্রাথমিক সরবরাহ কর্মী।

স্থানীয় সম্প্রদায়ের পরিপ্রেক্ষিতে সম্ভাব্য শ্রম ঝুঁকিগুলি হল কাজের অবস্থা, শিশু শ্রম এবং জোরপূর্বক শ্রম, দুর্বল মহিলা, যৌন শোষণ ও অপব্যবহার (SEA), এবং যৌন হয়রানি (SH) ইত্যাদি।

এই শ্রম ব্যবস্থাপনা পদ্ধতি এর উদ্দেশ্য হল সঠিক কাজের পরিস্থিতি এবং কর্মীদের সম্পর্ক, পেশাগত স্বাস্থ্য ও নিরাপত্তা (OHS) ব্যবস্থাপনা নিশ্চিত করা, প্রকল্পের কর্মী-সংক্রান্ত যৌন শোষণ, অপব্যবহার এবং যৌন হয়রানি (SEA/SH) এর মত সমস্যাগুলিকে মোকাবেলা করা। এটি সুনির্দিষ্টভাবে কাজের পরিস্থিতি, শ্রমিকদের সম্পর্কের ব্যবস্থাপনা, শিশু ও বাধ্যতামূলক শ্রম, যৌন শোষণ ও অপব্যবহার, যৌন হয়রানি, শ্রমিকদের পেশাগত স্বাস্থ্য ও নিরাপত্তা সমস্যাগুলিকে চিহ্নিত এবং মূল্যায়ন করবে এবং কীভাবে মোকাবেলা করতে হবে তা নির্ধারণ করবে।

এই শ্রম ব্যবস্থাপনা পদ্ধতি প্রকল্প চলাকালীন সময়ে মহিলা এবং তাদের সন্তানদের লিঙ্গ-ভিত্তিক সহিংসতা (GBV), যৌন শোষণ ও অপব্যবহার (SEA), এবং যৌন হয়রানি (SH) হওয়ার সম্ভাবনাকে উল্লেখযোগ্যভাবে তুলে ধরে। তাই এই শ্রম ব্যবস্থাপনা পদ্ধতি নিয়মিত পর্যবেক্ষণ এবং রিপোর্টিং সহ প্রয়োজনীয় প্রক্রিয়া চিহ্নিত করেছে।

রকল্পটি, 18 বছরের কম বয়সী শিশুদের নিয়োগ এবং জোরপূর্বক শ্রমের অনুশীলন নিষিদ্ধ করবে। এটি প্রাথমিকভাবে জাতীয় আইনগুলি অনুসরণ করার পাশাপাশি আন্তর্জাতিক ভাল অনুশীলনগুলি এবং বিশ্বব্যাংকের প্রাসঙ্গিক মানদণ্ড গ্রহণ করবে (ESS 2 এবং ESS4)। তদুপরি এই পদ্ধতিতে নির্ধারণ করা মানগুলি অনুসরণ করা হয়েছে কিনা তা নিশ্চিত করার জন্য পর্যায়ক্রমিক পর্যবেক্ষণের সাথে সাথে সচেতনতা বৃদ্ধিমূলক কার্যক্রমের ব্যবস্থা করবে।

এই প্রকল্পটি বাস্তবায়নের সময় দেশের বিভিন্ন স্থান থেকে শ্রম প্রবাহের সম্ভাবনা রয়েছে যদিও সামগ্রিক অর্থে এই সংখ্যা উল্লেখযোগ্য হবে বলে আশা করা হচ্ছে না। এই শ্রম ব্যবস্থাপনা পদ্ধতিতে প্রয়োজনীয় ব্যবস্থা প্রস্তাব করার পাশাপাশি প্রকল্পের সাথে পর্যবেক্ষণ প্রক্রিয়া সংযুক্ত করা হয়েছে যেগুলি উল্লেখ্য ব্যবস্থাগুলিকে নিয়মিত অনুশীলনে পরিণত করবে। দায়িত্বশীল পক্ষের ক্রিয়াকলাপ প্রমাণের জন্য নির্দিষ্ট মেয়াদে রিপোর্ট করা হবে।

এই শ্রম ব্যবস্থাপনা পদ্ধতি বিশ্বব্যাংকের পরিবেশ ও সামাজিক মানদণ্ড এবং বাংলাদেশের বর্তমান আইনের মধ্যে মিল এবং ফাঁক চিহ্নিত করেছে। প্রকল্পটি বাস্তবায়নের সময় ভাল অনুশীলনগুলি গ্রহণ করা হবে এবং যদি আরও উন্নত কোন বিষয় প্রস্তাব করা হয় সেগুলিও অনুসরণ করা হবে। উদাহরণ স্বরূপ বলা যেতে পারে ট্রেড ইউনিয়ন (শ্রমিক সমিতি), নিরাপদ কাজের পরিবেশ ইত্যাদি সবই এই প্রকল্পে অনুশীলন করা হবে।

কোভিড-১৯ এর মহামারী পরিস্থিতির পরিপ্রেক্ষিতে বিশ্ব স্বাস্থ্য সংস্থা (WHO) এবং গণপ্রজাতন্ত্রী বাংলাদেশ সরকারের স্বাস্থ্য মহাপরিচালক কর্তৃক জারি করা প্রয়োজ্য নির্দেশিকা প্রয়োজন মোতাবেক অনুসরণ করা হবে।

পদ্ধতিটিকে বাস্তবে রূপদানের জন্য প্রকল্পটি প্রাসঙ্গিক অভিজ্ঞতা এবং জ্ঞান-সম্পন্ন প্রয়োজনীয় দক্ষ কর্মী নিয়োগ করবে। এই বিশেষজ্ঞরা যে ক্ষেত্রগুলি কভার করবেন তা হল শ্রমিকদের পেশাগত স্বাস্থ্য ও নিরাপত্তা (OHS), শ্রম এবং কাজের অবস্থা, শ্রমিকদের অভিযোগ, প্রশিক্ষণ এবং প্রত্যক্ষ ও পরোক্ষভাবে প্রকল্পের সাথে জড়িত ব্যক্তিদের সচেতনতা বাড়ানো।

শ্রম ব্যবস্থাপনা পদ্ধতিটিকে একটি মানসম্মত অভিযোগ-নিষ্পত্তি প্রক্রিয়া চালু করার মাধ্যমে এটি প্রকল্পের জন্য সর্বোত্তম ব্যবস্থা অনুশীলনের প্রস্তাব করেছে। ব্যবস্থার মধ্যে রয়েছে শাস্তিমূলক পদ্ধতি, ব্যক্তিগত অভিযোগ প্রক্রিয়া, সমষ্টিগত অভিযোগ প্রক্রিয়া, লিঙ্গ-ভিত্তিক সহিংসতা (GBV) এবং কর্মক্ষেত্রে যৌন এবং অন্যান্য হয়রানিমূলক আচরণ।

বিশ্বব্যাংকের প্রস্তাবিত ESS-2 এবং ESS-4 যথাস্থানে প্রয়োগ এবং বাস্তবায়ন হচ্ছে কিনা তা নিশ্চিত করার জন্য ঠিকাদার চুক্তিনামার অধ্যায়ে একটি উচ্চ-স্তরের মান প্রবর্তন করেছে।

যেহেতু শ্রম ব্যবস্থাপনা পদ্ধতি হল একটি পরিবর্তনযোগ্য গতিশীল নথি, তাই প্রকল্পের চাহিদা মেটাতে এটি হালনাগাদ করা যেতে পারে। এটি প্রকল্পের সামাজিক ও পরিবেশগত সুরক্ষা নিশ্চিত করার জন্য তৈরি করা বেশ কয়েকটি পরিবেশগত এবং সামাজিক (E&S) উপকরণগুলির মধ্যে একটি মাত্র। অন্যান্য পরিবেশগত এবং সামাজিক (E&S) নথির মধ্যে রয়েছে SEP, RPF, ESMF, ESIA ইত্যাদি। আলোচ্য LMP সহ অন্যান্য পরিবেশগত এবং সামাজিক উপকরণগুলি প্রকল্পের মূল্যায়নের আগে বাস্তবায়নকারী সংস্থা (IAs) এবং বিশ্বব্যাংকের (WB) এর ওয়েবসাইটে প্রকাশ করা হবে।

1. Introduction

1. Bangladesh Government, with the technical and financial assistance from the World Bank (WB), intends to develop and execute the Jamuna River Sustainable Management Project 1 (JRSMP, “the Program”) to increase climate resilience and economic productivity along the Jamuna River. The Program is planned to be executed as a series of three distinct projects along an approximately 200 km stretch of the Jamuna River (Figure 1). This series of projects (SOP) is estimated to cost US\$2.8 billion, of which US\$1.1 billion may come from the World Bank, with the remainder to be financed by the Government of Bangladesh (GoB) and other development partners (DPs) such as the Asian Infrastructure Investment Bank (AIIB), over a 15-year period. Project 1 of the SOP will lay the foundation for successful implementation of the JRSMP. The Project will be implemented by Bangladesh Water Development Board (BWDB) under the Ministry of Water Resources; Bangladesh Inland Water Transport Authority (BIWTA) under the Ministry of Shipping; and Insurance Development and Regulatory Authority (IDRA) under the Ministry of Finance. Project 1 will have five components as follows:

- Component 1 (USD 45 million, to be implemented by BWDB) – Flood and bank erosion management
- Component 2 (USD 70 million to be implemented by BIWTA) – Navigation channel development
- Component 3 (USD10 million to be implemented by IDRA) – Financial protection of communities
- Component 4 (USD 10 million, to be implemented by BWDB and BIWTA) – Community Engagement and Project Management
- Component 5 (zero cost component) – Contingent emergency response component (CERC)

2. The three main IAs of the Project are the BWDB under the MoWR, the BIWTA under the MoS, and the IDRA under the MoF. The BWDB, the lead IA of the Project, is responsible for surface water and groundwater management in Bangladesh, making it relevant for the Project’s river works and O&M. The BIWTA is mandated to develop and maintain the IWT system in Bangladesh and, hence, will take responsibility on the Project’s navigation improvement. The IDRA, in charge of regulating and supervising all the insurance companies in Bangladesh, will oversee the component on disaster risk financing, coordinating and consulting with other stakeholders.¹ The BWDB and the BIWTA have much experience in working on projects financed by the World Bank and other DPs. However, the IDRA has limited experience in implementing World Bank financed projects and is currently understaffed. Thus, the fiduciary assessment concluded that additional GoB staff will need to be deputed to ensure the IDRA’s capacity to manage project activities and comply with M&E requirements. The Project will be managed and implemented by three PIUs, headed by Project Directors from the three respective IAs. Collaboration between the three PIUs and IAs will be critical to prepare and implement the larger, more complex second project in an efficient, mutually synergizing way, and the Project will help build this capacity.

3. The potential labor risks identified by the project include working conditions, child labor and forced labor, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH) etc.

The LMP will focus on the potential labor risks and suggested measures to prevent, mitigate and overcome these risks. The focus of the LMP is on workers engaged by the project. Adhering to these procedures, contractors will be required to prepare and implement its own Labour Management Plan for larger works. For smaller contracts, the Project Implementation Unit (PIU)

¹ These would include the MoF (specifically, the Finance Institutions Division), the Government insurance companies such as the Sadharan Bima Corporation, private insurance companies, the MoDMR, the MoA, MoL, MoEFCC, MoFL, the Ministry of Social Welfare, and relevant civil society organizations.

may prepare specific procedures to be inserted in the contract as part of contractors' legal obligations.

4. The approach will be assessed as a part of the initial screening of environmental and social risk and impact carried out by the Project Implementation Unit (PIU).

This LMP has been developed to achieve the following specific objectives:

- To ensure workplace safety and health.
- To provide sufficient treatment, non-discrimination, and equal opportunity for project workers irrespective of sex, race, or ethnic identity.
- To protect project workers, including vulnerable workers such as women, persons with disabilities, children (of working age, per National law and the ESS2 of the World Bank ESF) and contracted workers and primary supply workers, as applicable.
- To prevent the use of all forms of forced labor and child labor.
- To provide project workers with accessible means to raise workplace grievances.
- To mitigate the risks of Sexual Exploitation and Abuse and Sexual Harassment (SEA/SH) in the workplace

2. OVERVIEW OF LABOUR USE IN THE PROJECT

5. The LMP applies to all Project workers and labors whether full-time, part-time, temporary, seasonal or migrant workers. The LMP is applicable, as per ESS2 to the Project in the following manner:

- i. People employed or engaged directly by the JRSMP-PIU at BWDB, BIWTA and IDRA including government officials/officers (from the BWDB/BIWTA/IDRA or other agencies/ministries), deputed to work specifically in relation to the project (e.g., director workers).
- ii. People employed or engaged by contractors and sub-contractors to perform work related to the core function of the project, regardless of location (Contracted workers);
- iii. People employed or engaged by the primary suppliers to the project (primary supply workers).
- iv. People employed or engaged in providing community labour (community workers).

2.1 Labor Requirements

6. **Direct Workers²:** Direct workers will be divided into the following categories: firstly, the PIU consultants and other project-based staffs, and permanent staffs (deputed/seconded from the Government) to the project. The PIU will employ consultants and support staff who are working on contractual basis. and, the terms and conditions of these consultants are to be guided by the national labour laws, e.g., the Bangladesh Labor Act, 2006 and Bangladesh Labor Rules, 2015 in line with the ESS2.

7. The Labor Act and Labour Rules stipulated provisions covering a wide range of areas, including the condition of employment and service, procedures for cessation of employment, working hours and payment of wages, prohibition of child labor, occupational health and safety, non-

² A "direct worker" is a worker with whom the project has a directly contracted employment relationship and specific control over the work, working conditions, and treatment of the project worker. Where government employees (civil/public 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 expressed effective in terms of legal transfer of their employment or engagement to the project.

discrimination and equal opportunities at the workplace, freedom of association and collective bargaining, prevention of sexual harassment etc.

8. Timing of labour requirements: Direct workers are eligible to work for a fixed contract period of not more than 1 year. Contracts will be renewed for another/ next year based on satisfactory services. Consultants will be engaged under a short-term period of not more than six months and the labour requirement including the time schedule and deliverables are stipulated in their respective contracts.

9. Contracted Workers³: Based on the requirement of the project the PIU will employ contractors who will hire contracted workers in consideration of the project needs and required level of skills. If agreed with the PIU, the sub-contracts of the works could be given. Sub-contractors recruited may supply laborers as per the agreed terms and conditions. The sub-component regarding the provision of jobs through labor intensive civil work to be implemented by BWDB/BIWTA will include immediate provision of labor-intensive small works contracts that will provide just-in-time livelihood support to poor people in rural areas and stimulate the local economy.

10. Community Workers: In case of Community Driven Development under the Component of Project 1, community workers might be brought in engagements for routine civil works. Community workers will be engaged as a voluntary basis under the local water management group. The Labor Contracting Society (LCS) model of the government will be followed in this case. Furthermore, given the COVID-19 situation, the laborers employed through the Water Management Associations (WMA)/LCS model will be treated as contracted workers. Assigned contractor will manage the workers in terms of wages (mutual negotiation as there is no minimum salary limit under the national law), child labor prohibition (proofed by National Identity card), sexual harassment etc. A labor GRM will be maintained by the contractor to resolve the issues.

11. The workers engaged by the contractors shall be guided by respective national law, e.g., the Bangladesh Labour Act, 2006 and the Bangladesh Labour Rules, 2015; those laborers shall be considered as the laborers of respective contractors. The contractor(s) shall be responsible for proper management and enforcement of the contracts of the workers employed by the sub-contractors. These conditions will be included in the bid documents and respective contract. In addition to relevant national laws and related WB policies, the labor contractor will be required to ensure that the WB's interim note on "COVID-19 Considerations in Construction/Civil Works Projects" and the Technical Note on the "Public Consultations and Stakeholder Engagement in WB-supported operations when there are constraints on conducting public meetings" are followed and in practice while recruiting laborers and during the project implementation.

12. Primary Supply Workers⁴: Based on the requirement primary supply worker will be recruited by the suppliers as appropriate. For the groin construction and revetment placement, the major supplies will be brick materials, cement, rod, sand, stone crates, geotextile bags, concrete slabs (slope protection) etc. for the piling and other civil works.

13. To do these works it will be ensured (and monitored periodically by the PIU) that no children under the age of 18 are recruited and supplied as worker. Furthermore, it will be monitored like above that these workers are not subject to 'forced labor' in any manner. The PIU will be

³ A "contracted labor" is a worker employed or engaged by a third party to perform designated works or provide services related to the core functions of the project, where the third-party exercises and maintains the control over the work, working conditions, and treatment of the project worker.

⁴ 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.

responsible to make sure that these standards are followed strictly. If any deviation is identified the PIU will act as prescribed in the contract/ agreement following the LMP. Moreover, required measures required for prohibition and prevention of child labor shall be specifically spell-out in respective agreements with the contractors. The risk related to primary supply worker to be prevented and managed as per the requirement of the ESS2.

14. Timing of labour requirements: Their tenure service will be based on supplies as procured during the Project (SOP-Project 1 of the JRSMP). Contracted workers will be eligible to work for a contract period fixed by the PMU, and then recruited by the respective contractor. Their contracts will be renewed, if required, based on satisfactory services. The number of the workers given in the Table-1 is an initial estimate which might be revised before the implementation process.

Table 1: Estimates of laborers at different stage of the project

| Stage | Types of laborers | Number (local) | Number (non-local) | Total |
|-------------------|--|----------------|--------------------|-------|
| Pre-construction | Direct Worker and Contracted Worker | 00 | 50 | 50 |
| Construction | Direct Worker, Contracted Worker, Primary Supply Worker and Community Worker | 100 | 100 | 200 |
| Post-construction | Direct Worker | 00 | 20 | 20 |

3. ASSESSMENT OF KEY POTENTIAL LABOR RISKS

15. The main labor risks associated with the projects are assessed to be related to the potentially hazardous work environment, the associated risk of accidents and labor influx. Based on current conditions in the sector it is assessed that the risk of a child or forced labor is negligible, and already addressed through national legislation.

16. Child and Forced Labor: No children under the age of 18 will be hired under the project. The risk of child labor will be mitigated through the certification of laborers’ age. This will be done by using the legally recognized documents such as the National Identification Card (NID), and Birth Registration Certificate. Furthermore, awareness raising sessions will be conducted regularly to the communities to sensitize on prohibition and negative impacts of child and forced labor.

17. Labor influx:

Since the Project 1 involves only piloting of erosion protection work at four sites (including Kaoakhola and pilot dredging sites), limited dredging and CDD, it is assumed that the risk of labor influx would be moderate to low. The IAs (BWDB/BIWTA/IDRA) who are responsible for these components have existing operational procedure, which is to mandate and localize the economic benefits and only allow for outside workers, including expatriate labor, where there is a requirement for specialized skills. External workers, which will be limited in numbers, will be accommodated at existing housing in the area which has been prior practice by the BWDB, BIWTA and other Government bodies like the LGED in similar projects. If it is necessary, there will be dedicated camps established for workers’ accommodation in the project. Specific requirements to manage risks associated with labor influx, related to the interaction between project workers and local communities, such as communicable diseases and SEA-SH, are to be managed through contractual requirements, code of conduct and training set out in this document. These procedures are to be guided by the national legislation and also follow the guidelines of WB’s ESS2 and ESS4 and the WB’s interim note on the “COVID-19 Considerations in Construction/Civil Works Projects” and the Technical Note on “Public Consultations and Stakeholder Engagement in WB-supported operations when there are constraints on conducting public meetings”.

18. **Sexual Exploitation and Abuse, Sexual Harassment (SEA/SH):** The construction workers are predominantly younger males, and some females as well. Those who are away from home on the construction job are typically separated from their family and act outside their normal sphere of social control. This can lead to inappropriate and criminal behavior, such as sexual harassment of women and girls, exploitative sexual relations, and illicit sexual relations with minors from the local community. The influx of male labor may also lead to an increase in exploitative sexual relationships and physical assault whereby women and girls are forced into sex work.

19. Respective contractors will make sure that all the workers are provided with the necessary orientation and training on issues related to SEA/SH and related Code of Conduct (CoC) (Annex 3) are presented and signed by all workers before commencement of any work. At the same time adequate measures and procedures including a SEA/SH compliant GRM will be in place to prevent related risks and mitigate any incident reported thereof in regard to SEA/SH.

20. For the direct workers the Project Director of this project will be responsible for providing guidance and advice on all grievances of the direct workers and their management, in line with the national legal and regulatory framework related to labor and the provisions of this LMP.

21. In the case of primary suppliers, Contractors shall be required to carry out due diligence procedures to identify if there are significant risks that the suppliers are exploiting child or forced labor, exposing the worker to serious safety issues and other SEA/SH related issues. In instances where foreign suppliers are likely to be contracted, the Contractor will be required to inquire during the procurement process whether the supplier has been accused or sanctioned for any of these issues and their corporate requirements related to child labor, forced labor, health & safety etc. If any risks related to child or forced labor and safety are identified, the Contractor will notify the PIU and address these risks to avoid such suppliers, where possible.

22. **Occupational health and safety (OSH):** BWDB/BIWTA/IDRA have existing corporate requirements and practices applicable for the training for the contractors and maintenance of the safety records which are inspected on a quarterly basis. The WB’s interim note on “COVID-19 Considerations in Construction/Civil Works Projects” will have to be followed to ensure occupational health and safety of the workers.

4. BRIEF OVERVIEW OF LABOUR LEGISLATION: TERMS AND CONDITIONS

23. The standards for the labor and working conditions are defined in the national legal framework, i.e., the Bangladesh Labor Act, 2006, Bangladesh Labor Rules, 2015 and Occupational Health and Safety Policy, 2013. The Labor Act is a comprehensive legislation. The Act addresses three areas, among others, e.g.: (i) Conditions of service and employment including working hours, wages and payment, establishment of the Minimum Wages Boards, employment of young people, maternity benefits and leave; (ii) Health, safety, hygiene, and welfare, and compensation for injury; and, (iii) Trade unions and industrial relations. The Gaps between ESF and GOB rules are discussed in the Table 2 along with how the gaps have been closed under this project.

Table 2. Main gaps in the government-system with respect to the WB ESF Standards

| WB ESF Standard | Gaps | Bridging the Gap |
|-------------------------------------|---|---|
| ESS2: Labour and Working Conditions | (i) The Labour Act does not specifically require that development projects be assessed and reviewed in terms of labour and working conditions including OHS requirements before approval. (ii) The Labour Act does not require development projects to prepare the | An LMP has been prepared ESIA included the OHS assessment and OHS plan |

| | | |
|--|---|--|
| | Labour Management Plan/Procedure or OHS Plan. | |
|--|---|--|

24. The Labor Act applies to all “establishments” which are defined broadly to include shops, hotels, restaurants, factories (though these must employ five or more workers), plantations, docks, transport services, construction sites, and “any premises in which laborers are employed for the purposes of carrying on any industry.” It does not apply to the agricultural sector- though it does apply to tea plantations, and certain provisions apply to tea gardens. It is clear that it covers contractors (and its operations at construction sites), however, it is not clear if the law applies to development project management which are inevitably “*ad hoc*” as regard implementation with staff that are co-terminus with the project.

25. The Public Procurement Rule, 2008 requires contractors- (i) to take all reasonable steps to safeguard the health and safety of all workers engaged in and working on-site and other persons authorized to be in it; (ii) to keep the site in an orderly state; and (iii) to protect the environment on and off the site; to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of the contractors methods of operation.

26. The Bangladesh Labour Act, 2006 has consolidated the laws that existed in 25 Acts and Regulations (including the Factories Act, 1965, and Industrial Relations Ordinance, 1969; all of which have now been repealed through adoption of the Labor Act) whilst at the same time making some significant amendments.

27. The Labor Act stipulated obligations in the following areas, among others:

- Conditions of service and employment including working hours, wages and payment (and establishment of the Minimum Wages Boards), employment of young people, maternity benefits and leave;
- Health, safety, hygiene, and welfare, and compensation for injury;
- Trade unions and industrial relations.

28. The labor laws clearly describe all issues related to the labor and workforce including the recruitment, wages and allowances, engagement of children and young worker, female worker, separation and termination of employment, grievance redressal, work environment, trade union, child labor etc. In reference to the Labor Act, some salient features of the labor laws applicable in Bangladesh are described as follows:

29. **Working hours:** Section 100 of the Labor Act made provisions for 8 hours of work per working day for an adult worker, but an adult worker may work up to 10 hours being overtime in a working day provided all the conditions provided under Section 108 in terms of overtime (additional allowances) have been fulfilled. According to the said Section the employer is required to pay the worker, overtime which is double the rate of his/her usual wages. i.e., in consideration of the basic and dearness allowance, if any. The employer is also required to maintain an overtime registrar as per the law. The new law makes a provision of total 48 (forty-eight) working hours for a worker per week; however, the same can be extended up to 60 (sixty) hours in a week, subject to the payment of overtime allowances as per Section 108 of the law.

30. **Wages:** Public sector laborers’ wages are set by the National Pay and Wages Commission and may not be disputed. In the private sector, wages are set by the industry, and the collective bargaining rarely happened due to high rate of unemployment and laborers’ concerns over job security. The legal workweek is 48 hours, with one day off mandated (e.g., one day for a factory and one and half day for an establishment). However, this law is rarely enforced across the sectors.

31. The term "wages" means all economic benefits including salary, any bonus, and remuneration for overtime work, holiday or leave, payment in terms of any termination of employment or other additional remuneration payable under the terms of employment. Every employer is responsible for the payment of wages to the workers and employees employed by him. In case where the wages of a worker employed by a contractor are not paid by the contractor, the wages must be paid by the principal employer (service receiver). The maximum wage period is one month. The wages of every worker must be paid within 7 (seven) working days in the following month after the last day of the wage period in respect of which the wages are payable.

32. The term minimum wage is not defined in the Labour Act rather it has set a procedure for fixing industry (sector)-wise rate of the minimum wage. The minimum wage rates are declared by the Government against an industry (sector) on the basis of recommendations by the Minimum Wage Board (MWB), a specialist tripartite board established under Section 138 of the Labour Act. In making any recommendation, the Minimum Wage Board takes into consideration cost of living, standard of living, cost of production, productivity, price of products, business capability, inflation rate, economic and social conditions of the country and of the locality concerned and other relevant factors.

33. The MWB is obliged to revise its recommendations if any of the aforementioned criteria change (within 1-3 years). The minimum rates of wages for any industry may be re-fixed after every five years as may be directed by the Government.

The minimum wage rates are set on an industry (sector) basis and are binding on all employers concerned; and any failure to pay workers the minimum wage is punishable by imprisonment for up to one year, or by fine up to Tk. 5,000 or by both.

34. Where the employment of a worker is ceased through retirement or through any other mean by the employer, whether by way of retrenchment, discharge, removal, dismissal or otherwise and termination, the wages payable to him must be paid before the expiry of the 30th working day from the day on which his employment is so terminated (separated). The wages have to be paid in legal tender, through cheque and in some cases (given the requirement of the laborers) through an electronic transfer in favor of the bank account of the worker or through any other digital medium. The wages must be paid on a working day; and, no deduction can be made from the wages of a worker except those authorized by the Labour Act in reference to its Section 125 read with Section 25.

35. Employees (trade) union: The workers are entitled to form and join any trade union attached to an establishment and aim to ensure their rights and collective bargaining. As per the Labor Act, to form a trade union in an establishment (factory) support of minimum 20% workers is required (before amendment of the law in 2018 the same was 30%); and maximum three trade unions per establishment is permitted by the law (Section 179 of the Labor Act). However, given the situation of the project, the right related to the freedom of association is not applicable for the community workers. And, in case of the contracted workers and primary supply workers, their related rights are linked to respective contractors and suppliers. Through respective contracts both of the contractors and suppliers will be obligated to arrange awareness raising sessions for respective labors and workers on the said subject.

36. Regular leaves and benefits: According to the Labour Act, 2006, every worker must enjoy paid weekly holidays, sick leave, casual leave, earned (annual) leave and festive holidays. The workers are entitled to get festival allowances (bonus) as per the rules. And, any worker, if so wishes, can enjoy weekly holiday merging with festival holidays. On any festival holiday, a worker can be asked to work in exchange of one-day alternative holiday and compensation allowances equivalent to wages of two days.

37. **Maternity leave:** The female worker will get paid maternity leave and corresponding benefits. An expectant mother (worker) is entitled to 8 (eight) week maternity leave and other benefits as per Chapter IV (Section 45 to 50) of the Labor Act.

38. **Safe work environment- Health/Safety/Welfare:** Every industrial unit having 25 or more workers must have an arrangement of a dining and rest room with facilities of drinking water. The Labor Act also provides provisions for worker's safety, health and resolving any kind of disputes and unfairness also.

39. **Non-discrimination and equal opportunity:** The Labor Act provides provisions for non-discrimination in terms of employment of male and female labors and equal pay for same works irrespective of the sex.

40. **Notice periods:** Any permanent worker engaged in an establishment/factory must give his employer 60 days' notice if s/he wishes to quit if he/she is paid on a monthly basis. An employer may terminate employment of a permanent worker through retrenchment, discharge, dismissal and termination. The retrenchment is connected to redundancy of a worker (Section 20); discharge is in the case that a worker is separated from the service for reasons of mental or physical incapacity, illness (Section 22); dismissal is connected to an alleged misconduct and enquiry thereof (Section 23 and 24); termination of employment by an employer is a simple order which is not related to any misconduct of the worker concerned (Section 26); also, an employer may consider to cease employment of a worker due to unauthorized absence for more than 10 days and abandonment of employment accordingly in accordance with procedures as per Section 27(3A) of the Labor Act. An employer must pay pecuniary compensation when a termination is unrelated to discharge or dismissal and must show justification when they do terminate on the grounds of discharge or dismissal.

41. Those terms and conditions are to be contained/annexed in the respective appointment letter/employment contract. Also, the contractors and suppliers are required to arrange induction and/or awareness raising sessions for respective labor and workers on the said subject. For the vulnerable workers, including female labour and those are physically challenged, specific protection measures are to be in place and the contractors and suppliers are to be obligated for the same through respective contracts.

5. BRIEF OVERVIEW OF LABOR LEGISLATION: OCCUPATIONAL HEALTH AND SAFETY

42. Generally, the management of community health and safety of development projects is covered under ECA and ECR. Typically, OHS measures extend to the general public at construction sites. There are basically two components of OHS; 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 physical safety aspects are partly addressed by the OHS provisions under the Labour Act. Other laws have specific provisions that addresses part of ESS4.

43. Bangladesh has a well-structured health system with three tiers of primary health care – Upazilla Health Complexes (UHC) at the sub-district level, Union Health and Family Welfare Centers (UHFWC) at the Union (collection of few villages) level, and Community Clinics (CC) at the village level. These are backed by the District Hospitals providing secondary level care and the tertiary hospitals of various kinds in large urban centers. The system is decentralized covering

all districts, sub-districts and rural towns and villages in the country. There are good infrastructures for delivering primary health care services. However, due to inadequate logistics the full potential of this infrastructure has never been realized.

44. There are two kinds of formal means by which health, safety and welfare obligations can be enforced. First through use of powers provided to the Labor Inspectors to require improvements to make; and second through the use of criminal prosecutions. The Inspectors and designated officers from the Department of Inspection for Factories and Establishment (DIFE) are given certain mandate and powers by virtue of the Labor Act to take steps requiring improvement if inspectors believe certain circumstances exist in a workplace.

45. Health and Safety Offences: There are five offences in the Labor Act 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 309(a)], a breach causing grievous bodily harm [Section 309 (b)] and a breach causing any harm [Section 309(c)].

46. 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 three months’ imprisonment or with a fine of up to Taka 1,000 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 of the Labor Act).

47. 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

Table 2: Bangladesh Labor Act and ESS2 - Gap Analysis and Measures for Compliance

| Key Elements of ESS2 | Provisions in the Labour Act | Steps planned |
|---|---|--|
| Equal Opportunity and Non-discrimination | The law contains important provisions prohibiting discrimination based on sex and disability, including equal wages for equal work. | No step required. |
| Timely payment of wages | Wages must be paid before the expiry of the 7 th working day after the last day of the wage period. | No step required. |
| Working hours and overtime | 48 hours per week extendable up to 60 hours with 12 hrs overtime. | No step required. |
| Worker rights | Regular leaves and benefits. Employer must provide reasons for termination. | LMP incorporated necessary provisions and actions. |
| Prevents use of all forms of forced labour and child labour | Any child below 18 years of age shall not be required or allowed to work in any factory. An adult above 18 years of age shall be allowed to work in a factory if s/he is a trainee or s/he has certificate of fitness and government permission if the nature of employment is considered non-hazardous. Otherwise, all forms of child labour are prohibited. | No step required. |
| <i>Protection of Workers</i> | | |
| OHS | The law provides for comprehensive OHS and mandated the Labor Inspectors (under DIFE) to conduct inspections of the establishment and to imposed penalties for violations or non-compliance. | Applicable notifications issued by the Government and WHO will be taken into |

| | | |
|--|--|--|
| | | consideration as required. |
| Children at Working Age | No child under the age of 18 will be hired under the project. | No step required. |
| Women | 8 weeks paid maternity leave for expectant mothers is mandatory. | No step required. |
| Person with Disabilities (PWD) | Person with Disabilities (PWD) Rights and Protection Act 2013 provides for rights to discrimination-free employment opportunities. | Arrangements for required accommodation and non-discrimination in terms of employment and wages. |
| Contractor Workers | In case where the wages of a worker employed by a contractor are not paid by the contractor, the wages must be paid by the employer of the establishment (principal employer). | No step required. |
| Community Workers | The labour law does not recognize community workers as defined in the ESS2 and hence does not provide any special considerations for such contracting arrangements. The law requires that all labour supply contracting agency will have to be formally registered and workers should first be the responsibility of the contracting agency. | No step required. |
| Supplier/Supply Workers | The law has assigned responsibilities on the suppliers (contractor) concerned to the project in regard to the supplier's workers and their working conditions. Workers of suppliers will have to be the responsibility of the suppliers (Section 3A of the Labor Act and Rule 16). | LMP incorporated necessary provisions and actions. |
| Freedom of association and collective bargaining | Workers are allowed to form union with at least 20% of the employees participating. | No step required. |
| Access to grievance redress mechanism | Employees can seek direct civil law redress through the Labour Courts for complaints regarding terms and conditions employment and wages. While health and safety, maternity welfare and child labour offences are subject to criminal prosecution. In general, there is an institutional GRM for the workers as per the standards/provisions of WB' ESS2. | LMP incorporated necessary provisions and actions. |

6. RESPONSIBLE STAFF

48. The overview of responsible staff and oversight mechanisms will be described in further detail in the ESMP; the responsible staff would be the Project Director and/or designated official at the BWDB/BIWTA/IDRA. However, the LMP remains as the main reference to labor management that identifies the key responsible persons and will be executed during the implementation stage and referred to during the project cycle.

49. JRSMP's Project Implementation Unit *inter alia* the Project Director (PD) will have the overall responsibility to oversee all aspects of the implementation of the LMP, in particular to ensure contractor compliance. BWDB/BIWTA/IDRA will address all LMP aspects as part of procurement for works as well as during contractor induction. The contractor is subsequently responsible for

management in accordance with contract specific provisions, implementation of which will be supervised by PIU monthly or at shorter intervals as defined by specific plans.

50. Occupational Health and Safety: Contractors will engage a minimum of one safety representative. Smaller contracts may permit for the safety representative to carry out other assignments as well. The safety representative ensures the day-to-day compliance with specified safety measures and records of any incidents. Minor incidents are to be reported to the BWDB/BIWTA on a monthly basis, serious incidents are to be reported immediately. Minor incidents are to be reflected in the quarterly reports to the WB; and, major issues are to be flagged to the WB immediately, e.g., within three working days from the date of occurrence.

51. Contractors will Develop a detailed OHS Management Plan for each site which shall include, but not be limited to, Task-specific risks assessments; Standard Operating Procedures (SOPs) associated with each task which will include capacity/skill requirements as well as required Personal Protection Equipment associated with the task. Daily 10-minute safety talks to every working crew for awareness and refreshing of the OHS risks associated with the tasks to be performed as well as procedures/chain of command in case of incidents or accidents. Periodic Safety Audit / Inspections would be conducted.

52. In addition to these necessary safety items would be provided such as appropriate PPE for workers, safety boots, helmets, masks, gloves, protective clothing, goggles, full-face eye shields, and ear protection. Also, will provide health care facilities with first aid.

53. The Contractor would periodically document and report occupational accidents, diseases, and incidents and actions are taken. They would identify potential hazards to workers, particularly those that may be life-threatening and provide awareness to the construction drivers to strictly follow the driving rules. Adequate lighting in the construction area and along the roads in the construction site will be ensured by the Contractor.

54. The PIU will ensure that the Environmental and Health Safety Guidelines (EHSG) and the ILO Convention 167: Safety and Health in Construction Convention, 1988, which is adopted specific proposals regarding safety and health in construction, are adopted and followed. Contractors must engage a minimum of one safety representative/officer and prepare and enforce Life and Fire Safety Protocols consistent with GIIP as part of the C-ESMP.

55. Labor and Working Conditions: Contractors will keep records in accordance with specifications set out in this LMP. The BWDB/BIWTA/IDRA may at any time require records to ensure that labor conditions are met. The PMU/PIU will review records against actuals 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. PMU/PIU will be responsible to prepare the quarterly reports to let the higher authority informed about the progress and lacking of the LMP implementation.

56. Workers' Grievances: JRSMP's procedures currently in place will remain for the Project staff. Contractors will be required to present a workers' grievance redressal mechanism which responds to the requirements in this LMP. The PIU's designated 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 PIU will keep abreast of resolutions and reflect in quarterly reports to the WB.

57. Labor Camps and Camp Management: Setting up the labor camps in the project areas can be a reason for land encroachment; solid and liquid waste from the labor camp and potential community health risks, including SEA/SH risks, are some of the major risks associated with this issue. Labor camps should be constructed at a distance from the water bodies and avoid

productive land and away from the settlement during the selection of land for the setup of the labor camp. Contractors will oversee this process from close and report if otherwise. No solid and liquid waste should be discharged into the water bodies, and contractors will instruct workers to maintain a clean environment in the camps. There will be a Code of Conduct for all workers that will be enforced, and contractors will work on raising awareness among the communities on STDs, SEA/SH, and the project GRM. The PIU will review records against actuals at a minimum monthly basis and can require immediate remedial actions if warranted.

58. Waste Management and Communicable Diseases: Contractors will be fully responsible for ensuring that their workers know and are trained on the national laws, safe disposal of waste (i.e., used PPE, etc.), and reporting of communicable diseases, including COVID-19, if they contract any. Continuous motivation, monitoring and reporting on the same is the Contractors' responsibility. The PIU will have a monitoring team to ensure the same. They should confirm that adequate precautions to prevent or minimize an outbreak of COVID-19 have been taken and they have identified what to do in the event of an outbreak and sickness of workers.

59. Additional Training. Contractors are required to, at all times, have a qualified designated officer on board. If training is required, this will be the contractor's responsibility. The safety officer will provide instructions to contractor staff. The BWDB/BIWTA/IDRA will procure for 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 by the project, as specified by the contract.

60. Raising awareness. The project will take initiative to organize sessions on raising awareness of the communities on issues relevant to the project's compliance and standards (e.g., labor standards, gender-based violence etc.). This, in addition to project's Communication Strategy, will ensure effective and efficient participation of different stakeholders of the project.

Table 3: Agencies involved in ES Risk Management of development projects in Bangladesh

| ESF Standards | Assessment | Planning | Implementation | Oversight |
|-------------------------------------|------------------|-------------------|------------------|--------------------------------|
| ESS2: Labour and Working Conditions | BWDB /BIWTA/IDRA | BWDB /BIWTA /IDRA | BWDB /BIWTA/IDRA | MOWR, MOS, MoF and (DIFE-MOLE) |

7. POLICIES AND PROCEDURES

61. Decisions relating to the employment or treatment of the employees and workers for the project will not be made on the basis of personal characteristics unrelated to inherent job requirements. The employment of project workers will be based on the principle of equal opportunity and fair treatment, and there will be no discrimination with respect to any aspects of the employment relationship, such as recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, or disciplinary practices.

62. Most environmental and social impacts in connection to the project resulting from activities directly under the control of the contractors will be mitigated directly by the same contractors. As a consequence, ensuring that contractors effectively mitigate project activities related impacts is the core of the approach concerned. The PIU 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, are able to reflect that in their bids, and required to implement the clauses for the duration of the contract. PIU will enforce and ensure compliance by contractors with these clauses.

63. As a core contractual requirement, the contractor is required to ensure all documentation related to environmental and social management, including the LMP, will be available for inspection at any time by the BWDB/BIWTA/IDRA and/or their-appointed agents. The contractual arrangements with each project worker must be clearly defined in accordance with applicable national laws. A full set of contractual requirements related to environmental and social risk and impact management will be provided in the project's Environmental and Social Impact Assessment. All environmental and social requirements will be included in the bidding documents and contracts in addition to any additional clauses, which are contained in the project's environmental and social instruments.

64. Moreover, under no circumstances the PIU, BWDB, BIWTA, IDRA, the MOWR, or the MOS's, contractors, suppliers or sub-contractors will engage any forced labor. The forced labor would include the 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 can be referenced or annexed to the LMP, together with any other supporting documentation.

65. Decisions relating to the employment or treatment of project workers will not be made based on personal characteristics unrelated to inherent job requirements. The employment of project workers will be based on the principle of equal opportunity and fair treatment, and there will be no discrimination with respect to any aspects of the employment relationship, such as recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, or disciplinary practices.

7.1. Occupational, Health and Safety

66. An OHS framework (Annex-9.1) has been prepared for the contractor to be implemented during the construction phase that will be strictly monitored by the PIU of the implementing agencies.

67. However, the project is committed to:

- (a) Comply with legislation and other applicable requirements which are related to the occupational health and safety.
- (b) Enabling active participation in the risk elimination regarding OSH through promotion of appropriate skills, knowledge and attitudes towards hazards.
- (c) Continuously improve the OHS management system and performance.
- (d) Communicate the LMP's policy statement to all persons working under the control of BWDB/BIWTA/IDRA with emphasis on individual OHS responsibilities.
- (e) Made available this LMP to all interested parties at all related BWDB/BIWTA/IDRA facilities and sites.

68. The PIU will have a designated Safety, Health and Environmental Representative for the workplace or a section of the workplace for an agreed period. At a minimum, the Representative must:

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

- c. Inspect the workplace including plant, machinery, and substance, with a view to ascertaining the safety and health of employees provided that the employer is informed about the purpose of the inspection;
- d. Accompany an inspector whilst that inspector is carrying out the inspector's duties in the workplace;
- e. Attend meetings of the safety and health committee to which that safety and health representative is a member;
- f. Subject to (g), make recommendations to the employer in respect of safety and health matters affecting employees, through a safety and health committee; and
- g. 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.
- h. Follow the WB's interim note on "COVID-19 Considerations in Construction/Civil Works Projects"

69. Furthermore, to avoid work related accidents and injuries, the contractor will:

1. Provide occupational health and safety training to all employees involved in works.
2. Provide protective masks, helmet, overall and safety shoes, and safety goggles, as appropriate.
3. Provide workers in high noise areas with earplugs or earmuffs.
4. Ensure availability of first aid box.
5. Provide employees with access to toilets and potable drinking water.
6. Provide safety and occupational safety measures to workers with Personal Protection Equipment (PPE) when installing pumps to prevent accidents during replacement and installation and follow safety measures in installing submersible pump and cleaning the raiser pipes.
7. 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.
8. Carry out all procedures to prevent leakage of generator oil into the site.
9. Ensure that the head of the well is covered tightly.
10. Provide secondary tank for oil and grease to avoid spills.

Further to enforcing the compliance of environmental management, the above-mentioned actions should be included in the contractor's contract document where the assigned contractors will be responsible and liable for safety of the site equipment, labors and daily workers attending to the construction site and safety of citizens for each subproject site, as mandatory measures.

7.2. Labor Influx, SEA-SH and Gender-based Violence (GBV)

70. The contractors are to maintain labor relations with local communities through a designated code of conduct (CoC) (Annex 3). 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 GBV/SEA/SH (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.

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

The contractors shall address the risk of SEA-SH, through:

- (a) Mandatory training and awareness raising for the workforce about refraining from unacceptable conduct toward local community members, specifically women. Training may be repeated;
- (b) Informing workers about national laws that make sexual harassment and gender-based violence a punishable offence which is prosecuted;
- (c) Adopting a policy to cooperate with law enforcement agencies in investigating complaints about GBV;

72. A system to capture GBV, and workplace SEA/SH related complaints/issues shall be developed. A GRM model has prepared based on the Project Level GRM Model of Good Practice Note of the World Bank (Annex 5 of SEA/SH action plan). The IAs will further update the GRM when the construction methodology, labor requirements, labor management procedures are to be finalized. A general SEASH complaints and response protocol has also been prepared (Annex 6 of SEA/SH action plan) which also should be updated and finalized once the PIU is established.

This process shall be under the portfolio of a designated Officer/Focal Person who shall identify and engage the relevant stakeholders on GBV issues.

7.3 Other International Guidelines

73. Other guidelines that may be considered are:

- [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](#)
- [WHO SAGE Values Framework for the Allocation and Prioritization of COVID-19 Vaccination \(Sept 2020\)](#)
- [WHO SAGE Roadmap for Prioritizing Uses of COVID-19 Vaccines in the Context of Limited Supply \(Nov 2020\)](#)
- [WHO Target Product Profiles \(TPP\) for COVID-19 Vaccines \(2020\)](#)
- [EU OSH Framework Directive \(Directive 89/391\)](#)

7.4 COVID-19 Response Guidelines

74. The national guidelines on COVID-19 response have been developed with the aid of World Health Organizations' (WHO) policy, procedures, and guides to address the COVID-19 pandemic. They are available at: <https://dghs.gov.bd/index.php/bd/publication/guideline>.

8. AGE OF EMPLOYMENT

75. In the Bangladesh Labor Act, 2006, Section 34, it is mentioned that no child shall be employed to work in any occupation. Section 44 mentions that anyone under age 14 is considered as child and under 18 but over 14 is considered as adolescent. World Bank ESS strictly prohibits child labor and clearly mentioned that the minimum age of 18 years is required for anyone to get employment in such works. All forms of child labor are prohibited as per the 2018-amendment of Labor Act.

76. Respective verification is to be carried out in reference to the National Identity Card (NID) or birth certificate issued by the local government to the labor in reference, e.g., Municipality and/or City Corporation. In case of any dispute in terms of the age of a labor, the same shall be determined by a registered physician.

9. TERMS AND CONDITIONS

77. As stated under Section 3 of this LMP, the terms and conditions of employment of the workers and employees engaged are to be governed by provisions of the Labour Act. According to the Act, it is mandatory for the employers to provide workers with Appointment Letter, Identity Card and a Service Book (Articles 5 and 6). A register of workers including details of all workers engaged is also mandatory to be maintained by the employer (Article 9). Termination of employment is described in Article 26 for both permanent and temporary workers. For the JRSMP, the contractors will provide all its workers and employees with written appointment letter/contract of employment in terms of particulars of employment. In case of recruitment of unskilled workers through the contractors, the respective contractor will be issuing individual appointment letter to respective worker depending on the nature of employment, e.g., daily-wager, casual, temporary etc.

78. Based on the chapter IX of Labor Act 2006, working hours (maximum 8 hours a day ordinarily, except exceptional cases and 48 hours a week), rest hour (1 hour for more than 6 hours of work), overtime work (more than 8 hours a day with twice the rate of normal working hour), working hour for women (no work between 10 PM to 6 AM without her consent) and leave entitlement will be strictly followed by the assigned contractor. All these will be spelled out in the appointment letters.

79. Article 148 makes it binding on the contractors to abide by the minimum wages rate whereas contractors will also be required to comply with the most current decision of Wages Board assigned by the government. Article 123 describes the time for wage payment (the wages of a worker shall be paid before the expiry of the seventh working day following the last day of the wage period in respect of which the wages is payable).

80. Where a contractor fails to comply with this requirement, the contract with the contractor may be withdrawn/suspended/terminated as an approved contractor upon recommendations of the BWDB/BIWTA/IDRA.

81. In ensuring full compliance with the law in this regard, contractors will be required to furnish to the PIU with copies of the written particulars of employment or copies of contract of all its workforce. The contractors will not be allowed to deploy any worker and employee to work in the project if such copy of employment of that employee has not been handed to the BWDB/BIWTA/IDRA.

82. As a monitoring mechanism, the contractor shall not be entitled to any payment unless he has filed, together with his claim for payment, a certificate: - (a) stating whether any wages due to employees are in arrears; (b) stating that all employment conditions of the contract are being complied with. For this project, it will be a material term of the contract to allow BWDB/BIWTA/IDRA to withhold payment from contractor should the contractor not fulfill their payment obligation to their workers.

9.1. Workers' Organization

83. Bangladesh has ratified the numerous ILO Conventions, including Convention Nos. 87 and 98 concerning freedom of association and right to collective bargaining which aims at ensuring that member states do protect the notion of collective bargaining. The Labour Act has been adopted

to give effect to the collective bargaining of the workers, amongst other purposes. The Act allows for the collective negotiation in regard to the terms and conditions of employment.

84. The JRSMP is to provide workers and employees with the right to join and form an organization for purpose of workers' representation to negotiate favorable terms and conditions for their members amongst other rights.

10. GRIEVANCE REDRESSAL MECHANISM

85. In any workplace it is essential for both employers and employees (workers) to be fully conversant with all aspects of disciplinary processes, the grievance handling procedures and the legal requirements and rights involved. The GRM should be accessible, independent, transparent, free of cost, and redressal should be made without delay. In implementation of an effective dispute management system, consideration will be given to the disputes resulting from the following:

- (a) Disciplinary action;
- (b) Individual grievances;
- (c) Collective grievances and negotiation of collective grievances;
- (d) GBV, SEA/SH and workplace sexual harassment;

86. The Labor Act 2006 Section 33 provides the formal grievance procedure if a laid-off worker retires, is discharged, dismissed, removed, or otherwise terminated from employment. Section 202 (Subsection 24) describes the responsibilities of a Collective Bargaining Agent (CBA), especially bargaining with the employer in matters of the workers' conditions of work or environment and conducting cases on behalf of any individual worker or a group of workers under this Act. Workers' grievance redress mechanisms (GRM) under the project will support all project workers, direct contracted and, if applicable primary supply workers.

87. **Direct Workers:** The Project Director of this project will be responsible for providing guidance and advice on all grievances of the direct workers and their management, in line with the national legal and regulatory framework related to labor and the provisions of this LMP.

88. **Contracted Workers:** The Consulting Firm(s) and Contractors under all PIUs will be obligated to set up a workers GRM, specially to redress complaints relating to workers deployed for construction works under the project. The Workers GRM will have due representation of respective PIUs, Contractors' workers, and women (either from PIUs/contractor/workers) and function under PIUs.

89. The mandate for GRM, institutional arrangements, procedure for receiving complaints, time limits for redressal of complaints, escalation level for unresolved cases, and resolution thereof will be finalized during the approval of C-ESMP by the PIUs with assistance from the national PIU. The GRM will be set up at mobilization of the contractors and engagement of the PMC.

90. The contractor and the consulting firm(s) will also be responsible for tracking and resolving workers grievances and maintain records about grievances/complaints received, minutes of discussions, recommendations and resolutions made thereof and intimation of resolution of grievance to the complainant.

91. In the COVID-19 context, as/if appropriate, the nature of complaints will be particularly time-sensitive and sensitive in terms of confidentiality. Hence, the Contractor should consider streamlined procedures to address specific worker grievances, allowing workers to quickly report labor issues, such as a lack of PPE, lack of proper procedures, or unreasonable overtime, and allow the workers to report and respond and take necessary action freely.

92. The responsible person (preferably a Labour Specialist) at the PIU will provide implementation and capacity-building support to all sub-PIUs on managing workers' related grievances. The Specialist will also include workers' grievance status in the progress reports. The Workers GRM will be well circulated and written in a language understood by all categories of workers engaged in the project activities.

93. All workers' related grievances will be received through established communication channels and registered with the Workers GRM at the PIUs. Workers will also be able to submit their grievances through the regional and divisional labor offices of the Department of Labor, whose addresses and contact telephone numbers will be prominently displayed by contractors for the visibility of all workers at all worksites.

94. Both the direct and contracted workers would have access to the GRM. However, for the contracted workers GRM must be provided by the respective contractor (supplier), and that would be separate from the project's GRM.

The Workers GRM will include:

- A channel to receive grievances such as comment/complaint form, suggestion boxes, email, a telephone hotline that might also be anonymous;
- Stipulated timeframes to respond to grievances;
- A register to record and track the timely resolution of grievances;
- A responsible section/wing/committee to receive, record, and track the resolution of grievances.

95. The Workers GRM will be described in workers induction training, which will be provided to all project workers. The detailed induction training plan and content have been provided in the ESMF. The mechanism will be based on the following principles:

- The process will be transparent and allow all project workers to express their concerns and file grievances.
- There will be no discrimination against those who express grievances, and any grievances will be treated confidentially.
- Anonymous grievances will be treated equally as other grievances, whose origin is known.
- Management will treat grievances seriously and take timely and appropriate action in response. Information about the existence of the grievance mechanism will be readily available to all project workers through notice boards, the presence of "suggestion/complaint boxes," and other means as needed.
- The Project workers' grievance mechanism will not prevent workers from using the conciliation procedure provided in the BLA 2006 or recourse to legal means.

96. The PIU will outline workers' GRM in a handout, explaining institutional setup and representation in local language, timing and procedure for receiving complaints, mechanism of handling complaints, maximum time limits for redressal of complaints, and escalation level unresolved cases and resolution thereof. The PIU will monitor the Contractors' recording and resolution of grievances and report these in their monthly progress reports to share with the PMU. The process will be monitored and the report on workers GRM will be disseminated to the workers regularly.

10.1. Disciplinary Procedure

97. The starting point for an effective disciplinary procedure is setting respective rules and procedures. These rules may be implied or explicit and of course will vary from workplace to workplace. Some rules are implied in the contract of employment (e.g., rule against stealing from the workplace), however, it is advisable that even implied rules be included in the disciplinary procedure or schedule of offences. In an organized workplace these rules are ideally negotiated with the trade union and are often included in the Recognition Agreements signed by both the employer and trade union. These workplace rules must be:

- a. Valid or reasonable;
- b. Clear and unambiguous;
- c. The employee is aware, or could reasonably be aware of the rule or standard; and
- d. The procedure to be applied in the event the employee contravenes any of these rules

98. The PIU will establish a fair and effective disciplinary procedure in the workplace, which should be fair and just. The procedure is as follows: -

- a. Conduct an investigation to determine whether there are grounds for a hearing to be held;
- b. In case of a hearing is to be held, the employer is to notify the employee of the allegations using a form and language that the employee can understand (indicating at least seven days' time to reply);
- c. Employee is to be given reasonable time to prepare for the hearing and to be represented by a fellow employee or a union representative;
- d. Employee must be given an opportunity to respond to the allegations, question the witnesses of the employer and to lead witnesses;
- e. If an employee fails to attend the hearing the employer may proceed with the hearing in the absence of the employee;
- f. Hearing must be held and concluded within a reasonable time and is to be chaired by an impartial representative.

99. If an employee is dismissed, it must be given the reasons for dismissal and the right to refer the dispute concerning the fairness of the dismissal (e.g., appeal). Therefore, it is incumbent upon the contractors to ensure that they have a disciplinary procedure and code and standards which the workers and employees are aware of. Each contractor will be required to produce this procedure to ensure that employees are not treated unfairly.

10.2. Individual Grievance Procedure

100. Every employer, including contractors, to have a *Formal Grievance Procedure* which should be known and explained to the employee.

The LMP recommends that such procedure should at least:

- a. Specify to whom the employee should lodge the grievance;
- b. Refer to time frames in the LMP to allow the grievance to be dealt with expeditiously;
- c. Allow the person to refer the grievance to a more senior level within the organization, if it is not resolved at the lowest level;
- d. If a grievance is not resolved the employee has the right to lodge a dispute with the BWDB/BIWTA/IDRA.

101. 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 comply with these requirements. In addition, good international practices recommend that the procedures be transparent, is confidential, adheres to non-retribution practices and includes 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.

10.3. Collective Grievances and Disputes resulting from the negotiations of Collective agreements

102. Where a trade union is formed, registered and recognized as the CBA as per respective provisions of the Labor Act, it is entitled to negotiate on a regular basis with the employer over terms and conditions existing at the workplace and the employer is obliged to negotiate with it. The procedures followed in such instances is usually contained in the agreement, which state how the issues are raised, the procedure for negotiations, the composition of the parties involved in the negotiation and the procedure to deal issues that are not resolved through consensus (Section 209 and 210 of the Labor Act). In these types of disputes, if the same are not resolved at the workplace, the parties to the dispute can utilize the dispute resolutions mechanisms provided for in the labor legislation (Section 210 of the Labor Act).

10.4. Management of Gender and SEA/SH Related Complaints

103. The BWDB/BIWTA/IDRA, with support from the consultants, will identify institutions and services provides who are actively engaged in prevention of GBV, SEA/SH and workplace-related sexual harassment in order to establish a manual for referencing any potential survivor. The BWDB, BIWTA, IDRA the PIU and the contractor are not equipped to handle complaints or provide relevant services to survivors, but will reference any person to relevant service providers, including health facilities, law enforcement agency or others, as relevant using the information on available services. Grievances related to GBV/SEA/SH be reported through the project/contractor, the nature of the complaint will be recorded along with the age of the complainant and relation to the project will be recorded but the issue will be referenced to relevant institutions.

104. In addition, the ESIA may identify additional mitigation measures related to gender and such measures will be reflected in site specific ESMPs, including the contractors ESMP or contractors specific LMPs, where required. This will include engagement with communities on gender related risks, grievance and response measures available, as identified in the manual.

105. Gender-based discrimination is strictly prohibited and monitored by the PIU of the Project. With support from Gender and GBV/SEA/SH specialists/consultants, the PIU will identify issues of SEA/SH associated with the investments by the PIUs by ensuring GRM is responsive to SEA/SH cases. In case the PIUs and the contractor 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.

106. Reference to World Bank Good Practice Note on *Addressing SEA/SH in IPF* will be made to prepare a guidance note to be incorporated by the IA for governing the conduct of all workers to ensure acceptable behavioral requirements with other workers (including training and signing Code of Conduct by all workers) and in relation to nearby communities. This will specify a set of measures to prevent SEA/SH in the project. Context-specific, Survivor-centric, Collaborative work and Inclusive, non-discriminatory and informed in addressing the risk of SEA, SH procedure will be applied to manage the SEA/SH related grievance (Detail information is available in SEA/SH Risk Mitigation and Response Action Plan)

107. The PIU 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 Bank. The

PIUs will also prepare periodic reports on the grievance resolution process and publish these on their respective official websites.

108. The BWDB/BIWTA/IDRA, with support from the consultants, will identify institutions and services providers who are actively engaged in prevention of GBV/SEA/SH and workplace-related sexual harassment in order to establish a manual for referencing any potential survivor. The BWDB, BIWTA, IDRA and the PIU and the contractor are not equipped to handle complaints or provide relevant services to survivors, but will reference any person to relevant service providers, including health facilities, law enforcement agency or others, as relevant using the information on available services. Grievances related to GBV/SEA/SH be reported through the project/contractor, the nature of the complaint will be recorded along with the age of the complainant and relation to the project will be recorded but the issue will be referenced to relevant institutions.

109. In addition, the ESIA may identify additional mitigation measures related to gender and such measures will be reflected in site specific ESMPs, including the contractors ESMP or contractors specific LMPs, where required. This will include engagement with communities on gender related risks, grievance and response measures available, as identified in the manual.

11. CONTRACTOR MANAGEMENT

110. The project requires that contractors monitor, keep records and report on terms and conditions related to labor management. The contractor will 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 the BWDB, BIWTA, IDRA and WB:

- a. **Labor conditions:** records of workers engaged under the project, including contracts, registry of induction of workers including CoC, working hours, wages and remuneration and deductions (including overtime), and collective bargaining agreements;
- b. **Safety:** recordable incidents and corresponding Root Cause Analysis (lost time incidents, medical treatment cases), first aid cases, high potential near misses, and remedial and preventive activities required (for example, revised job safety analysis, new or different equipment, skills training, and so forth).
- c. **Workers:** number of workers, indication of origin (expatriate, local, non-local nationals), gender, age with evidence that no child labor is involved, and skill level (unskilled, skilled, supervisory, professional, management).
- d. **Training/ induction:** dates, number of trainees, and topics.
- e. **Details of any security risks:** details of risks the contractor may be exposed to while performing its work—the threats may come from third parties external to the project.
- f. **Worker grievances:** details including occurrence date, grievance, and date submitted; actions taken and dates; resolution (if any) and date; and follow-up yet to be taken—grievances listed should include those received since the preceding report and those that were unresolved at the time of that report.

111. The project's oversight of contractors is set out in section 5 of this LMP. The following procedures will be in place for the contractor management:

1. Ensure that contractors have valid contracts with clearly define service level agreement in accordance with the national law and all environmental and social clauses, as applicable: Project Management Office, and reviewed by the PIU.
2. Contractor induction to Project's standards and LMP: PIU, attended by the project team.
3. Monthly submission of records: Contractor submission to PIU,
4. Monthly site visits (at a minimum) and reports: PIU, and other Officers.

5. Evaluation of contractor requirements. This includes training, OHS files, certifications and other. The evaluation results in Portfolio Reports which includes recommendations for contract extension or termination.
6. Training needs identification recorded in Contractor Training Schedule.
7. Annual Contractor Management Plans submitted.

12. ENGAGEMENT AND MANAGEMENT OF CONTRACTORS AND SUB-CONTRACTORS

Contractors Requirements

112. Any Contractor selected for the Project must be a legitimate and reliable entity and must have their labor management procedure and practice materially consistent with the requirement of ESS2. The requirement of ESS2 will be incorporated in the bidding documents and contractual agreement and will also include non-compliance remedies. Any subcontractors engaged will also have similar requirements in their agreement, including non-compliance remedies.

113. The project requires that contractors monitor, keep records and report on terms and conditions related to labor management. The contractor must provide all project 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 temporary. The application of this requirement will be proportionate to the activities and the size of the contract, in a manner acceptable to the IAs and the World Bank. An outline of the contractors' labor management plan in the Contractors ESMP is attached at Annex-1.

114. The contractual agreement will also require the inclusion of Contractors' measures in light of the COVID-19 situation. They will include:

- Provision of adequate measures for the workers working under the COVID-19 situation, including free PPEs and sanitization. Provision of workers needing to report COVID-19 symptoms and referral to health facilities and not forcing them to work.
- Provision of medical insurance covering treatment for COVID-19, sick pay for workers who either contract the virus or are required to self-isolate due to close contact with infected workers, and payment in the event of death.
- Requirement of safe working conditions and the conduct of the work (e.g., creating at least 6 feet between workers by staging/staggering work, limiting the number of workers present).
- Procedures and measures deal with specific risks, for example, for health care contractors: infection prevention and control (IPC) strategies, health workers exposure risk assessment and management, developing an emergency response plan, per WHO Guidelines.

Appointing a COVID-19 focal point responsible for monitoring and reporting on COVID-19 issues and liaising with other relevant parties.

Project Workers

115. The contractors and sub-contractors, who will be primarily engaging the contracted workers at field level and possibly community workers, will be overseen and managed by the respective PIUs- under the overall guidance of the PIU of this project. At the field level, every contractor will be mandated by contract to deploy at least one EHS officer (Environment,

Health, and Safety) per construction package to oversee workers’ supervisors managing workers daily. The sub-contractor workers will be supervised by their supervisors and report to EHS Officers of the main contractor. Table 2 provides details about the engagement and management of project workers.

Engagement and Management of Project Workers

| Category of Project Workers | Project Workers by Role | Responsible Staff of Executing and Implementing Agencies | Responsible Work Unit |
|------------------------------------|--|---|------------------------------|
| Direct Workers | All IA staff drafted for the project at the PIU and sub-PIUs | Project Director (PD) reporting to the World Bank | PIU |
| | | Additional Project Directors at (APDs) sub-PIUs reporting to PD | Sub-PIU |
| Contracted Workers | Subject matter specialists and experts supporting PIU | Project Director reporting to IA | PIU |
| | Subject matter specialists and experts serving with the PMC firm(s) | Project Director reporting to IA | PIU |
| | All managerial and professionally qualified staff deployed by contractors | APDs, sub-PIUs reporting to PIU | Contractor |
| | All workers deployed by contractors | APDs, sub-PIU reporting to PIU | Contractor |
| | All workers of specialized agencies engaged by contractors | APDs, sub-PIU reporting to PIU | Contractor |
| Primary Supply Workers | Skilled and unskilled laborers for material production, handling, and loading operations at sales stackyards | APDs, sub-PIU reporting to PIU | Contractor |

13. COMMUNITY WORKERS

116. The community workers will be engaged under the Labor Contracting Society model. And such workers shall be treated as the contract workers and such workers will have no direct contract from the BWDB/BIWTA/IDRA. In engaging community workers, it will be ensured that

there is no child labor and forced labor. Age limit will be verified by the NID card and any other photo identity provided by the local government.

117. In engaging the community workers, the same shall be on the basis of voluntariness of the individual workers. And, in that effect an agreement has to be reached with the community concerned. And said voluntariness and any vulnerability and exploitation will be monitored regularly by the PIU.

14. PRIMARY SUPPLY WORKERS

118. The risk associated with primary supply workers associated with the project is stated below. All primary suppliers are formal business entity which are required to procure and produce materials subject to high standards. Any new supplier is to be vetted using a different form which screens the supplier in regard to compliance with taxes, certification, licensing, and payment of workers' compensation and entitlements.

119. A separate form requires that the primary supplier identify their (company) permanent staff, and declare any current or prior arbitrations as well as any criminal convictions. The registered suppliers are subject to regular review. The review is to be carried out twice annually and would require a designated officer to visit the supplier's premises. The supplier evaluation form provides for the commercial services to report any labor irregularity if observed, including confirmation of how the primary suppliers address grievances by its workers.

120. Furthermore, the JRSMP-BWDB/BIWTA/IDRA will ensure that any primary supplier to the project report any fatality or serious injury and informs respective government authorities in accordance with national compliance and reporting requirements. If the contractors of primary supplier fail to meet the provisions of safety, child labor and forced labor provision of ESS2, JRSMP-BWDB/BIWTA/IDRA may change the primary supply contractors after giving warnings to rectify the identified non-compliances.

Annex- 1

(WRITTEN PARTICULARS OF EMPLOYMENT)

1. Name of the employer
2. Name of the employee (workers)
3. Date of employment
4. Wage and method of calculation
5. Interval at which wages are paid
6. Normal hours of work
7. Short description of employee’s work
8. Probation Period
9. Annual holiday entitlement
10. Paid public holiday
11. Payment during sickness
12. Maternity leave (if employee female)
13. Nursing break entitlement (for female employee)
14. Notice employee entitled to receive
15. Notice employer required to give
16. Service-related benefits (e.g., Provident Fund, Gratuity Schedule etc.)
17. Any other matter either party wishes to include

Notes:

(a) An employee is free to join a trade union or staff association, which is recognized by the undertaking. The address of the Trade Union or Staff Association is:

(b) The grievance procedure and disciplinary procedure in this undertaking requires to be followed when a grievance arises or disciplinary action that needs to be taken.....

(c) When any heading is inapplicable enter Not applicable (N/A).

.....
Employer’s signature

.....
Witness

.....
Employee’s signature

.....
Witness

.....

.....

Date

Date

Annex-2

Due Diligence for the Labor Management in Contracts

| <i>Stage of Contractual Process</i> | <i>Due Diligence</i> | Responsible party |
|---|--|-------------------|
| Before bidding | <ul style="list-style-type: none"> ● Ensure that the terms of reference clearly define the supervision engineer’s responsibilities regarding oversight of, and reporting on, labor influx and workers’ camps. For high-risk projects, have independent safeguards supervision. ● 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. ● Ensure that the project GRM is established and its use is widely publicized. | PIU |
| Preparation of bidding documents | <ul style="list-style-type: none"> ● Review contract conditions included in bidding documents to: <ul style="list-style-type: none"> (i) Ensure that the relevant mitigation measures in the ESMP are reflected and budgeted in the contract, (ii) Ensure the ESMP forms part of, and is explicitly referred to in the bidding documents. (iii) 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 (iv) Include a requirement that all workers sign ‘Codes of Conduct’ governing behavior, and identifying sanctions (v) Clearly identify that training programs on implementing the Codes of Conduct, etc. will be undertaken by external providers ● Ensure the contract conditions clearly specify what type of penalty the contractor will face if the provisions of the ESMP and CESMP are not adhered to—including by sub-contractors. 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 ESMP and CESMP compliance. ● Ensure bidding documents make clear the responsibilities of the contractor to prepare and adhere to a CESMP based on the ESMP and that no civil works will commence until the CESMP has been approved by the supervision engineer. ● 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 labour influx and workers’ camps. ● Propose Key Performance Indicators (KPIs) for Contract Management, reflecting issues and risks specific to the contract and the monitoring plan. | PIU |

| | | |
|--------------------------------------|--|---|
| <p>Bidding evaluation</p> | <ul style="list-style-type: none"> ● 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. ● 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. ● Verify that the contract management framework identifies clearly lines of communication and that these are formalized and a consistent record is provided. Ensure that the contractor meets the project’s OHS requirements for capability and experience. | <p style="text-align: center;">WB PIU</p> |
| <p>After contract signing</p> | <ul style="list-style-type: none"> ● Prior to commencing works, the contractor submits site-specific CESMP(s) based on the ESMP, 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 works start. For high-risk projects, the Bank should also review and clear the CESMP. Borrower should disclose the approved CESMP. | <p style="text-align: center;">Contractor</p> |

Annex- 3

Code of Conduct

Preamble

The JRSMP Project 1 Code of Conduct defines labor standards that aim to achieve decent and humane working conditions. The Code's standards are based on the national law and accepted good labor practices.

Companies affiliated with the JRSMP Project 1 are expected to comply with all relevant and applicable laws and regulations of the country in which workers are employed and to implement the Workplace Code in their applicable facilities. When differences or conflicts in standards arise, affiliated companies are expected to apply the highest standard.

The PIU monitors compliance with the Workplace Code by carefully examining adherence to the Compliance Benchmarks and the Principles of Monitoring. The Compliance Benchmarks identify specific requirements for meeting each Code standard, while the Principles of Monitoring guide the assessment of compliance. The PIU expects affiliated companies to make improvements when Code standards are not met and to develop sustainable mechanisms to ensure ongoing compliance.

The PIU provides a model of collaboration, accountability, and transparency and serves as a catalyst for positive change in workplace conditions. As an organization that promotes continuous improvement, the PIU strives to be a global leader in establishing best practices for respectful and ethical treatment of workers, and in promoting sustainable conditions through which workers earn fair wages in safe and healthy workplaces.

Employment Relationship

Employers shall adopt and adhere to rules and conditions of employment that respect workers and, at a minimum, safeguard their rights under national and international labor and social security laws and regulations.

Non-discrimination

No person shall be subject to any discrimination in employment, including hiring, compensation, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, social group or ethnic origin.

Harassment or Abuse

Every employee shall be treated with respect and dignity. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse.

Forced Labor

There shall be no use of forced labor, including bonded labor or other forms of forced labor.

Child Labor

No person shall be employed under the age of 18.

Freedom of Association and Collective Bargaining

Employers shall recognize and respect the right of workers and employees to freedom of association and collective bargaining.

Health, Safety and Environment

Employers shall provide a safe and healthy workplace setting to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of employers' facilities. Employers shall adopt responsible measures to mitigate negative impacts that the workplace has on the environment.

Hours of Work

Employers shall not require workers to work more than the regular and overtime hours allowed by the law of the country. The regular work week shall not exceed 48 hours per week. The employers shall allow workers at least 24 consecutive hours of rest in every seven-day period. All overtime work shall be consensual. The employers shall not request overtime on a regular basis and shall compensate all overtime work at a premium rate. Other than in exceptional circumstances, the sum of regular and overtime hours in a week shall not exceed 60 hours.

Compensation

Every worker has a right to compensation for a regular work week that is sufficient to meet the worker's basic needs and provide some discretionary income. The employers shall pay at least the minimum wage or the appropriate prevailing wage, whichever is higher, comply with all legal requirements on wages, and provide any fringe benefits required by law or contract. Where compensation does not meet workers' basic needs and provide some discretionary income, each employer shall work with the PIU to take appropriate actions that seek to progressively realize a level of compensation that does.

Sexual Exploitation and Abuse and Sexual Harassment

The various words and concepts use in the COC are defined below for the purpose of clarity. These will be further discussed during training and orientation sessions by the PIU with relevant stakeholders.

A. Definitions

Sexual Exploitation and Abuse (SEA) : 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 another¹⁴.

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

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

Consent: Under this Code of Conduct¹⁵ consent cannot be given by anyone under the age of 18, regardless of the age of majority or age of consent locally.

Reporting: If employers are aware of or suspect SEA and SH, at the project site or surrounding community, they must report it to the Grievance Reporting Mechanism (GRM) or to the PIU. Employers will be expected to maintain confidentiality on any matters related to the incident to protect the privacy and security of all those involved.

B. Examples of Sexual Exploitation and Abuse

- i.* Unwanted sexual comments, jokes, question, whistling, asking about sexual fantasies/ history to any member of the community.
- ii.* Sexually suggestive signals (facial expressions, winking, throwing kisses, or licking lips, making sexual gestures with hands or through body movements).

- iii. Touching clothing, hair, or body, hugs, kiss, stroke or rub oneself sexually around any community member
- iv. Unwanted pressure for dates
- v. Any propose a woman in the community that he can get them jobs related to the work site (cooking and cleaning) in exchange for sex.
- vi. Telling a woman applying for a job that he will only hire her if she has sex with him.
- vii. Begin 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.
- viii. Actual or attempts to rapes anyone

C. Examples of Sexual Harassment in the Workplace

- i. Male staff commenting on female staffs' appearances (both positive and negative) and sexual desirability.
- ii. Male staff making unwanted sexual comments, jokes, question, whistling, asking about sexual fantasies/ history to any female staff/ co-worker.
- iii. Male staff making sexually suggestive signals (facial expressions, winking, throwing kisses, or licking lips, making sexual gestures with hands or through body movements) towards a female staff.
- iv. Male staff making unwanted pressure for dates.
- v. A male staff touching any part of a female's body when he passes her at work.
- vi. A male staff member tells a female staff member he will get her a raise if she sends him naked photographs of herself as a sexual favor.
- vii. When a female staff complains about comments male staff are making about her appearance, they say she is "asking for it" because of how she dresses.

D. STATEMENT OF COMMITMENT BY COMPANY AND/OR WORKER

I, _____, I agree that while working on the project I will:

- 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 occupational health and safety, community cohesion and preventing SEA/SH as requested by my employer.
- 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.
- Not use language or behavior towards women, children or men that is inappropriate, abusive, sexually provocative, demeaning or culturally inappropriate.
- Not participate in SEA and SH as defined by this *Code of Conduct* and as defined under *national law (and other local law, where applicable)* and commit to creating an environment which prevents SEA/SH.
- Not participate in sexual contact or activity with anyone below the age of 18 even if consensual.
- Not solicit/engage in sexual favors in exchange for anything as described above.

I acknowledge that sexual exploitation and abuse (SEA) and sexual harassment, are prohibited. As an (employee/contractor) of (contracted agency /sub-contracted agency) in Bangladesh, 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 further 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.

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. Any actions that go against the provisions of this Code of Conduct 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, especially to prevent and potentially report SEA/SH 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: _____
Title: _____
Date: _____

Annex- 4

Outline of the Labor Management Plan for the Contractors

| Particulars | Actions |
|---|--|
| Workforce Management | <ul style="list-style-type: none"> ● Profile of the workforce- activities, contract duration, work schedule, workforce mobilization plan, workers' place of stay, OSH related issues. ● Measures to prevent and mitigate risks in regard to the COVID-19. ● Contingency plans- pre-health check-up, access restrictions, hygiene, waste management, arrangements for accommodation arrangements, provisions for PPE and usage. ● Reporting and handling of cases of the COVID-19, training and communication with the workers, training and SoPs on communication and contact with community. |
| Occupational Safety and Health (OSH) and Emergency Management | <ul style="list-style-type: none"> ● List of work sites (locations), hazards and risks, requirements for the PPE. ● Lists of tasks and work-zone critical for prevention of hazard. ● Location of signage of warnings for prevention of hazard. ● Requirements of first aid boxes and fire extinguishers- works and location wise. ● Responsible and key person(s) to be contacted during any emergency. ● Protocol for deciding the level of emergency- need for hospitalization, information to authorities, etc. ● Protocols and process for analysis of accidents, corrective and preventive measures and need for reporting. |
| Addressing Risks of GBV/SEA/SH | <ul style="list-style-type: none"> ● Preventive measures- provision of marks and lighting, separate toilet areas for male and female, arrangement for increased vigilant and security so that the community is sensitized on the issues of SEA/SH. ● Sensitizing and awareness of the labor force on the SEA/SH related issues, including penalties and legal actions against any offender. ● Orientation and awareness on the existence and procedures of the GRM. |
| Workers' Code of Conduct | <ul style="list-style-type: none"> ● Adoption of the Code of Conduct (CoC). ● Awareness of the labor on the conduct- do's and don'ts, penalties for non-compliances etc. ● Display of the contents of the CoC at visible/prominent places. ● Signing of the CoC by workers individually. |

| Particulars | Actions |
|--------------------------------------|--|
| Awareness and Training | <ul style="list-style-type: none">● Plan for awareness and training on issues including prevention of pollution, OHS, use of PPEs, notification, reporting and management of the accident, CoC, SEA/SH, GRM, etc.● Training schedule and contents.● Documentation and records regarding awareness and training sessions. |
| Grievance Redressal Mechanisms (GRM) | <ul style="list-style-type: none">● GRM including protocols and procedures of receiving, redressing, escalation, reporting back.● Statement on the grievances.● Contacts of nearest labor offices. e.g., the Department of Labor and the Department of Inspection for Factories and Establishment (DIFE) under the Ministry of Labor and Employment. |

Note: This outline will be included in the Bid Document to guide the contractor towards preparation of a detail Labor Management Plan