

LABOUR MANAGEMENT PROCEDURE

FOR

Bangladesh Enhancing Investments and Benefits for Early Years (BEIBEY)

Project ID no: P178133



**Local Government Division (LGD)
Department of Women Affairs (DWA)**

May 2023

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LIST OF ABBREVIATIONS

BEIBEY	Bangladesh Enhancing Investments and Benefits for Early Years
CC	Community Clinics
CoC	Code of Conduct
CIO	Chief Implementation Officer
DoE	Department of Environment
DGHS	Directorate General of Health Services
EHS	Environment, Health and Safety
ESSs	Environment and Social Standards
GVP action plan	Gender-Based Violence Action Plan
GAP	Gender Action Plan
GBV	Gender Based Violence
GoB	Government of Bangladesh
IA	Implementing Agency
LMP	Labour Management Procedures
LGD	Local Government Division
MCBP	Mother and Child Benefit Program
MoHFW	Ministry of Health and Family Welfare
MoPME	Ministry of Primary and Mass Education
MoWCA	Ministry of Women and Children Affairs
NID	National Identification Card
O&M	Operation and Maintenance
OHS	Occupational Health Safety
OHSP	Occupational Health & Safety Plan
PD	Project Director
PIU	Project Implementation Unit
PPE	Personal Protective Equipment
SEP	Stakeholder Engagement Plan
SHE	Safety, Health and Environmental
STIs	Sexually Transmitted Infections
TA	Technical Assistance
UHC	Upazilla Health Complexes
UHFWC	Union Health and Family Welfare Centers

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EXECUTIVE SUMMARY

- i. The Labour Management Procedures (LMP) has been prepared in accordance with the Bangladesh Labour Act, 2006 (together with its amendment till 2018) as well as the World Bank's Environmental and Social Framework (ESF), specifically the Environmental and Social Standard for Labour and Working Conditions (ESS2). The LMP covers the direct, contracted, community and primary supply workers engaged in the Project. The LMP applies to all project workers whether full-time, part-time, voluntary, temporary workers.
- ii. The project will support early childhood development (ECD) through the provision of cash transfers and information, linkages, and counseling on services focused on maternal and child health and nutrition and early learning. Component 1 will support Government's ongoing implementation of the Mother and Child Benefit Program (MCBP) which will be implemented by Department of Women Affairs (DWA). Component 2, implemented by LGD, will support LGIs to strengthen their capacity to support households with pregnant women or mothers of young children with information and linkages to programs and services appropriate to their needs and will also support day-to-day administration, management, and supervision of activities under this component. The existing MCBP Programme Implementation Unit (PIU), headed by the Programme Director, will be responsible for Component 1. A Project Management Unit (PMU) will be established at LGD, responsible for Component 2. The overall responsibility for the LMP implementation would lie with the LGD and DWA.
- iii. The labor risk is assessed moderate given that the project will engage direct, contracted, and community workers for establishing linkages with services, staffing Social Protection Service Cells, community support network, minor refurbishment work and installation of digital systems, and will hire different specialized consultants for developing and designing different types of systems/procedures, policies/strategies, and capacity development. Community workers will also be relevant to the project as the project will engage Community Coordinators from the community. The project will also explore the possibility of hiring people with different abilities, if feasible.
- iv. The existing MCBP PIU, headed by the Programme Director, will recruit specialized fiduciary and technical staff at PIU and field level for component 1. As there may be some minor civil works under component 2, it is expected that the number of contracted workers will be minimal. The LGD-PMU will hire direct workers as consultants in the PMU, though the number is expected to be small (e.g., E&S specialist, procurement, financial management, communication specialist and, M&E specialists) and the relevant provisions of the ESS2 will apply. No issues regarding Workers Unions are expected. Skilled contractors and sub-contractors on potential OHS risks will be hired and trained on relevant EHS guidelines so they will be aware of potential risks and prepared for emergency response, if and when needed. As a core contractual requirement, the contractor is required to ensure that all documentations related to ES management, including LMP, is available for inspection at any time by the IAs. Furthermore, under no circumstances, IAs, suppliers or sub-contractors are authorized to engage forced labour and child labour.
- v. Contractors will maintain labour relations with project workers through a Code of Conduct (CoC) (included in Annex B). The CoC commits all persons engaged by the contractor, including sub-contractors and suppliers to acceptable standards of behaviour. The CoC must include sanctions for non-compliance, including specific policies related to gender-based violence, sexual exploitation, abuse and harassment. According to the World Bank standards and guidelines, the minimum age of employment for this project shall be 18 years and to ensure compliance, all employees will be required to produce National Identification Cards as proof of their identity and age.



- vi. Upon receiving a public contract, the contractor shall certify in writing that the wages, hours and conditions of work or persons to be employed by him on the contract are not less favourable than those contained in the most current wages regulation issued by the government recommended by the Wages Board Chairman. The contractor shall maintain worker's register which will be available for inspection during working hours.
- vii. In implementing an effective dispute management system, consideration must be given to the disputes resulting from Disciplinary action, Individual grievances, Collective grievances and negotiation of collective grievances, Gender-based violence, sexual exploitation and workplace sexual harassment.
- viii. The contractor must provide workers with evidence of all payments made, including incentives or other entitlements regardless of the worker being engaged on a fixed term contract, full-time, part-time or temporarily.
- ix. The contractor shall follow the standards set by World Bank ESS4 in order to ensure the health and safety of the community. The relevant ES experts shall inform the project of potential adverse risks posed by the structural elements and the natural conditions of the area for Labors against ESS4 and risk mitigation measures will be taken accordingly. IAs shall ensure measures are in place to prevent any outbreak of waterborne, airborne or infectious disease. Any hazardous materials used in the project area should be managed and transported with care and appropriate caution. Occupational health and safety trainings should be given to labours and local people residing near the project area to equip them to face any unforeseen sudden hazards.
- x. The provisions of LMP shall be included in the conditions of contract of the bidding documents and all associated costs, where relevant, need to be included in the Bill of Quantities (BoQ). Moreover, the LMP can be incorporated in the "Scope of Works and Particular Requirement" under the section "Work Requirements" along with Environmental and Social Code of Practices (ESCoP), Occupational Health Safety Plan (OHS), etc. All contractors must follow and comply with the LMP while employing labours for different works within the project area.
- xi. Both IAs have existing project level GRM system which will be equipped to handle SEA/SH related grievances (eg. In DWA, MOWCA's existing hotline will be used for component 1; in LGD, focal person will be there for component 2). Both GRM will be aligned with a specific protocol for the labour-related grievance cases. Following the process, Contractors will be required to present a worker grievance redress mechanism which responds to the requirements in this LMP. Awareness raising and orientation on the processes will be given to laborers, with written instructions posted on the project site. IAs' designated Officer will review records on a monthly basis. Where worker concerns are not resolved, the national system will be used, but the PIU/PMU will keep abreast of resolutions and reflect in quarterly reports to the World Bank.



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LABOUR MANAGEMENT PROCEDURES

1. INTRODUCTION AND PURPOSE OF LMP

1. This Labor Management Procedure (LMP) has been developed to sets out and document the way workers will be managed (working conditions, terms and conditions of employment (including for community workers), measures to prevent and address harassment, provisions for non-discrimination and equal opportunity in the workplace, occupational health and safety for workers including exposure to COVID-19, etc.). The LMP also includes a dedicated Grievance Redress Mechanism (GRM) responsive to SEA/SH incidents separate from the Project level GRM. Further to that, LMP will consider the occupational health and safety aspects when working in remote rural areas and/or challenging urban environments. This LMP will be implemented by the LGD and DWA following the requirements of Environmental and Social Standard (ESS) for Labor and Working Conditions (ESS2) of the World Bank Environmental and Social Framework (ESF), Bangladesh Labor Act, 2006 (including all its amendment till 2018) and Bangladesh Labor Rules 2015.
2. This LMP includes the assessment of risks and impacts and required mitigation measures to ensure health and safety of the contractor's workers who may be exposed to health risks (especially COVID-19). The LMP will be applied to all types of workers that will be employed by the LGD, DWA and the primary suppliers of the project. Adhering to these procedures, contractors will be required to prepare a separate Labor Management Plan which includes provisions of OHS management, COVID Management etc. for contracted workers for larger works with proportionate procedures. However small work contracts can be performed following this LMP as part of the bidding documents. Issues such as child labor, forced labor, SEA/SH issues, occupational health and safety (OHS) are also addressed in the bidding and contract documents as well. The approach will be undertaken as part of the initial screening of environmental and social risks and impacts carried out by both IAs.

2. OBJECTIVE OF LMP

3. The objective of this LMP is to ensure appropriate worker management procedures and enhance the development benefits of the project by treating workers in the project fairly and providing safe and healthy working conditions for project sustainability. Considering the facts, WB-ESS2 on Labour and Working Conditions and Bangladesh Labour Act, 2006, has set following specific objectives:
 - ✓ To promote health and safety at work.
 - ✓ To promote safety while conducting minor civil works.
 - ✓ To promote the fair treatment, non-discrimination and equal opportunity of project workers.
 - ✓ To protect project workers, including vulnerable workers such as women, persons with disabilities, and migrant workers, contracted workers, and primary supply workers, as appropriate.
 - ✓ To prevent the use of all forms of forced labour and child labour (under the age of 18).
 - ✓ To support the principles of freedom of association and collective bargaining of project workers in a manner consistent with national law.
 - ✓ To provide project workers with accessible means to raise workplace concerns.



3. OVERVIEW OF LABOR USE ON THE PROJECT

4. The LMP applies to all types of workers to be engaged by the project including but not limited to full-time, part-time, temporary and voluntary community workers. This LMP is also applicable for the direct project staff including staff hired in the PMU and PIU. The LMP is applicable to:
 - ✓ People employed or engaged including the community workers directly by LGD and DWA to work specifically in relation to the different components of the project;
 - ✓ People employed or engaged by contractors & consultants to perform work related to the core function of the project, regardless of location;
5. **Direct Workers¹:** Three types of direct workers will be engaged with this project. Firstly, the project management/implementation team, then field level project staff and finally, permanent staff. The IAs will employ consultants, voluntary community workers, and support staff who will be working on a contractual basis as part of the project implementation. Terms and conditions of these consultants and community workers will be governed by the prevailing provisions of national legislations. The consultants will be engaged by the component/s to undertake short period assignments as required by the project. The contractual relationship of these consultants will be governed by specific agreements signed between the parties and IAs. Direct Workers are eligible to work for a fixed Contract period, typically renewed after the term of Contract period, subject to satisfactory services if required. Consultants will be engaged under a period required by the Project and the labor requirement including the schedule and deliverables are stipulated in their respective Contracts.

The existing MCBP PIU, headed by the Programme Director, will be responsible for Component 1, and specialized fiduciary and technical support will be provided through the project. Project staff at the field level will include Union Women and Children Development Assistants (UWCDA), who will be responsible for assisting field level coordination. A Project Management Unit will be established at LGD, that will be responsible for Component 2. The LGD PMU will be headed by a Project Director, and will comprise Deputy Project Director, technical staff, fiduciary specialist who would be responsible for all financial management-related activities, procurement specialist, and E&S specialist to support, monitor and report on implementation of the project E&S instruments, including the Environmental and Social Commitment Plan (ESCP). Project staff at the field level will include (i) Social Protection Assistant (SPA) at the union level, responsible for the Social Protection Service Cell (SPSC) that will administer day-to-day activities and support LGI implementation of performance targets; (ii) Social Protection Supervisor (SPS) at the upazila level, who will be responsible for coordinating and monitoring SPSC activities, and (iii) District Facilitators (DF) at the district level, who will facilitate project activities and serve as a link between the PMU and sub-national administration. Approximately 31 staff will be engaged at the PMU and PIU level throughout the project period. The exact number of field staff will be determined based

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

on the number of locations selected under the project. In addition, MIS firm, Process Evaluation and Spot Checks firm, Communication Strategy and Design Firm and Internal/external Audit firm will be hired.

6. **Contracted Workers²:** Based on the requirement in every component and sub-component, the IAs will employ contractors who will hire contracted workers based on their level of skills and project needs. **Indirect/Contracted Workers:** IAs directly engaged Contractors, who employ contracted workers based on their level of discipline, skills and Project needs. In agreement with IAs, Sub-Contracts of the work could be given by the contractors. Subcontractors, thus engaged, may supply laborers as per the agreed terms and conditions. Contracted workers are eligible to work for a Contract period fixed by the contractor. If required their contracts will be renewed based on satisfactory services.
7. **Primary Supply Workers³:** Primary supply workers will be recruited by the suppliers. IAs will ensure (through periodical monitoring) that primary suppliers of the project do not involve child labor, forced labor or serious safety concerns to workers. IAs will also ensure, before their involvement with the project, that supplies for the project are purchased from reputable suppliers who have a track record of adhering to these labor principles and that they do not have any past incidents or allegations of violations related to child/forced labor or worker safety. If any deviation is identified, IAs will take action as prescribed in the Contract Agreements to remedy or replace them with more suitable suppliers.

Community Workers: Community workers will be recruited by LGD PMU and they will be recruited on voluntary⁴ basis. However, they will receive a monthly stipend for conducting community outreach activities. The terms and conditions of the community workers will be documented. This includes details of what to be agreed, the way in which such agreement will be reached, and how the community workers will be represented. The terms of their engagement with the project will be discussed with the community, the community workers, and their representatives.

Time of Labor Requirement-Timing and Sequencing: The direct and contracted workers will be recruited as soon as the Project is effective, especially those forming part of PMU/PIU including the Consultants. The employment of Contractors' and Subcontractors' workers will be done after award of Contract and before the start of minor refurbishment works and other related works and supply of bulk materials and equipment begin. The community workers will be engaged once participating UPs sign agreement with LGD PMU and the Social Protection Service Cell (SPSC) is established at the UP.

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

³A "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.

⁴ Work is on a voluntary basis when it is done with the free and informed consent of a worker. Such consent must exist throughout the employment relationship and the worker must have the possibility to revoke freely given consent. In particular, there can be no "voluntary offer" under threat or other circumstances of restriction or deceit. To assess the authenticity of a free and informed consent, it is necessary to ensure that no external constraint or indirect coercion has been carried out, either by an act of the authorities or by an employer's practice.

8. Labor timing and sequencing based on IAs approved Schedule of Work (SOW) provided by the Contractor in the Contract. However, due to the COVID-19 pandemic the time of Project completion can be affected and extended.

4. ASSESSMENT OF KEY POTENTIAL LABOUR RISKS

9. The project will support early childhood development (ECD) through the provision of cash transfers and information, linkages, and counseling on services focused on maternal and child health and nutrition and early learning. The project may support some minor refurbishment activities that complement broader ECD goals at the union level with no adverse livelihood-related impacts expected. However, based on the nature of proposed activities, it is expected that the E&S impacts will be localized and minor such as causing noise, dust, both solid, liquid and limited electronic wastes that will come from the minor refurbishment works to the community-based child-friendly spaces (such as providing adequate lighting and painting), which will need to be addressed at service delivery point level through mitigation measures and related guidelines incorporated in the Project Operation Manual (POM). There is no construction related activities under component 1 which will be implemented by DWA.
10. To implement activities under component 2, LGD may require to undertake some minor refurbishment work. LGD has good track record of managing the E&S risks in different World Bank financed projects, i.e Local Government Support Project and Income Support Program for the Poorest. Skilled contractors and sub-contractors on potential OHS risks will be hired and trained on relevant ESHS guidelines so they will be aware of potential risks and prepared for emergency response, if and when needed.

4.1 Child and Forced Labour

11. Bangladesh's Children Act 2013 identifies anyone under the age of 18 as children and the Bangladesh Labor Act, 2006 does not permit any children under the age of 14 years to work. Bangladesh Labour Act, 2006 also states that children aged between 14 till 18, can be authorized to do light and hazard-free jobs without compromising their education. According to the WB ESF, a child over the minimum age (which is 14-same as national law) and under the age of 18 may be employed or engaged in connection with the project only under the following specific conditions: (a) the work will not be hazardous or interfere with the child's education or be harmful to the child's health or physical, mental, spiritual, moral or social development; (b) an appropriate risk assessment is conducted prior to the work commencing; and (c) the Borrower conducts regular monitoring of health, working conditions, hours of work and the other requirement of this ESS.
12. Considering the nature of the work, the risk of engagement of child labour is very low. However the risk of child labour will be mitigated by requiring certification that show the labourers' age. This will be done by using the legally recognized documents such as the National Identification Card (NID), and Birth Certificate. Further, sessions on raising awareness will be conducted on a regular basis by LGD to sensitize on prohibition and negative impacts of child and forced labour. The contractor will be responsible for avoiding the use of child/ forced labor, and PMU staff in charge

of contractor supervision will monitor and report the compliance of the provisions relating to child/forced labor.

4.2 Sexual Exploitation and Abuse, and Sexual Harassment (SEA/SH)

13. The SEA/SH screening of the project using the Social Protection Tool based on location, nature, scope of investments, beneficiaries and implementation approach suggests a moderate-risk rating. The strength of the IAs are nationwide and setting up of Social Protection Service Cells, developing Community Support Network and employing Union Women and Children Development Assistants will provide further oversight and more channels to report and address grievances. LGD is working with other Bank projects and is familiar with the codes of conduct required for GBV prevention and mitigation. The project will assess potential for GBV escalation and implement adequate measures to avoid such escalation. Measures will also be taken to support survivors, including the establishment of a robust and functional GRM at LGD level. Existing functional SEA/SH GRM of DWA under MoCWA will also be dedicated for the project.
14. Project may involve some minor refurbishment work engaging only local workers. Project is not expecting any inflow of workers. Therefore, there shall not be any risk of inappropriate, unsocial and criminal behavior committed by the workers (especially young male workers) coming from outside of the community.
15. Female workers are sometimes harassed in their workplace and become victims of inappropriate and indecent behavior towards them. Female workers often get less remuneration compared to their male counterparts even for the same work load. To avoid such risks and instances, the following prevention and mitigation measures must be followed:
 - Any discrimination against female workers must be prohibited regardless of their position in the organization
 - A CoC will be implemented before employing any labor in the project and they will also be sensitized to understand and avoid SEA/SH instances given necessary training.
16. Contractors must address the risks of SEA/SH, through:
 - Mandatory training and awareness raising for the workforce about refraining from unacceptable conduct and any form of SEA/SH toward local community members, specifically women and girls.
 - The Contractor's monthly training program will also cover topics related to CoC such as sexual harassment, particularly towards women and children, violence, including sexual and/or gender-based violence and respectful attitudes while interacting with the local community.
 - Training will also involve informing workers about national laws that make sexual harassment and SEA/SH a punishable offence which is prosecuted. Training may be repeated during implementation and construction phase. All such training should be conducted in Bengali ;
 - Adopting a policy to cooperate with law enforcement agencies in investigating complaints about gender-based violence;
 - Closely monitoring the works and activities of laborers, especially if in close proximity with female laborers
 - Instituting a labor responsive GRM which will also capture workplace SEA/SH related complaints/issues and informing laborers on the complaint filing procedures

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

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

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

4.3 Occupational Health and Safety

18. Due to the nature of the work, project is not expecting any major OHS related risks. However, lack of clean and ventilated workspace and fire hazard may also associate risks during the project implementation. The possible risks include:

- ✓Transmission of COVID 19 to the community.
- ✓Potential for child labor
- ✓Presence of migrants or seasonal workers.
- ✓Occupational health and safety risks related to COVID-19.
- ✓Gender-based violence including SEA/SH.
- ✓Risks of accidents or emergencies within the labor site, locality and/or community.
- ✓Work related diseases (e.g. Allergies, Respiratory problems, Muscular-skeletal disorder, Eye problem), and communicable diseases including Sexually Transmitted Infections (STIs).
- ✓Waste Management including hazardous substances affecting occupational/community health and safety.
- ✓Discrimination towards disadvantaged and the vulnerable groups, communities and individuals.

19. The expected risks may lead to personal injury, and poor working and living conditions of workers. These risks are further exacerbated if there is a lack of PPEs. While the project will not have any major construction work, , adequate safety measures will be ensured to avoid accidents. Based on current conditions in the sector, it is assessed that the risk of engaging child labour or forced labour in the project is almost negligible, and adequately addressed by national legislations. IAs will make arrangements for contractors training on health and safety, records of their compliance have to be available for inspection by the IAs.

20. The risk will be mitigated by contractor through the following measures:

- ✓ Providing personal protective equipment (PPE) for workers, such as safety shoes, helmets, safety vests, masks, gloves, protective clothing, goggles, full-face eye shields and ear protection based on the work requirements.
- ✓ The contractor is obliged of hiring trained operators, using appropriate equipments, providing appropriate cautions, training of fire extinguishment etc.
- ✓ Workers shall maintain the PPE properly by cleaning dirty ones and replacing damaged ones.
- ✓ Contractor will give training to workers during onboarding and orientation on OHS risks and prevention and mitigation measures. Refresher training will be given periodically.
- ✓ IAs will require the contractors to prepare and implement Occupational Health & Safety Plan (OHSP) following the World Bank Group Environment, Health and Safety (EHS) Guidelines and local legislations.
- ✓ A model of Register of workers working on or near machinery in motion and provided with personal safety materials is annexed herewith and marked as Annex E.
- ✓ A model of Record book on the training of Fire Extinguishment is annexed herewith and marked as Annex D.

4.4 Spread Of Infections In the Community

21. As the Project may involve minor refurbishment works, which will involve workforce including laborers, contractors, suppliers and administrative, with regular flow of parties entering and exiting the site. However, due to nature of the work, on-site accommodation may not be required. The project must also exercise appropriate precautions against introducing the infection to local communities. Thus the contractor must adhere to GoB, WHO and the World Bank recommended guidelines to ensure that the project is taking adequate precautions to prevent or minimize an outbreak of COVID-19, and identify what to do in the event of an outbreak. A detailed plan to mitigate risk of transmitting such infectious diseases need to be prepared, prior to the commencement of the work which is detailed in section 15.

5. BRIEF OVERVIEW OF LABOUR LEGISLATION: TERMS AND CONDITIONS

22. Standards for labour and Working Conditions are defined in Bangladesh Labour Act, 2006 (amendments in 2013 and 2018) and Bangladesh Labour Rules 2015 and Occupational Health and Safety Policies 2013. Bangladesh Labour Act, 2006 is a comprehensive legislation. The Act addresses three areas: (i) Conditions of service and employment including wages and payment, establishment of Wages Boards, employment of young people, maternity benefits, working hours and leave; (ii) health, safety, hygiene, and welfare, and compensation for injury; and, (iii) trade unions and industrial relations. Beside this, due to ongoing pandemic of COVID 19 World Health Organisation (WHO) and Directorate General of Health Services (DGHS), under the Ministry of Health and Family Welfare, provided guideline for infection prevention and control. The government has incorporated the life-threatening novel corona virus (COVID-19) in 'The Communicable Diseases (Prevention, Control and Eradication) Act, 2018'. With the issuance of the gazette the government has got a legal power to take action against the people not following the government's direction that relates to COVID 19. The health and safety issues relevant to COVID-19 should be addressed with reference to ILO Occupational Safety and Health Convention, 1981 (No. 155), ILO Occupational Health Services Convention, 1985 (No. 161), ILO Safety and Health

in Construction Convention, 1988 (No. 167), WHO International Health Regulations, 2005, WHO Emergency Response Framework, 2017.

23. Bangladesh Labor Act 2006 (including Amendments of 2013 and 2018), National Child Labor Elimination Policy 2010.
24. GoB and WHO guidelines for the pandemic of COVID-19 and the Infectious Diseases (Prevention, Control and Elimination) Act 2018/ ILO occupational safety and health convention/ EU OSH framework directives have been studied and cited to meet their requirements and obligations of IAs for the Project. Labor Legislations- national /ILO legislations (wages, deductions and benefits) are strictly applied in the Project by monitoring the contracted workers employed by contractor and subcontractors in the Project.

Table 1: Analysis of ESS 2 and ESS 4 with Provisions in Bangladesh Labour Act, 2006 (including its amendment till 2018):

SL	ESS & Topic	Bangladesh Labor Act 2006 (amendment 2018)	Measures for compliance
a.	Working conditions and management of labor relations -Written labor management Procedures Nondiscrimination and equal opportunity -Timely Payment -Working Hour and over time -Minimum Wages -Regular leave and benefit	-The Labour Act does not specifically require that development be assessed and reviewed in terms of labour and working conditions before approval. -The Labour Act does not require development projects to prepare Labour Management Plans/Procedure. -Section 195-made it unlawful to discriminate against any person in regard to any employment, promotion, condition of employment or working condition; -Section 123 – wages shall be paid before the expiry of seventh working day after the last day of wage period in respect of which the wages are payable. -Section 102 – maximum working hours in a week is restricted to 48hours, but as of section 108 workers working over 48hrs will be entitled to extra allowance for overtime which would be twice the ordinary basic wage rate.	Labour Management Procedure will be developed with necessary provisions incorporated (timely pay, regular leave, fair working hours etc.)
b.	Right Of Woman -Maternity Pay	Section 46 – maternity leave and benefit applicable for women workers who are employed for not less than six months immediately preceding the day of her delivery and no maternity benefits shall be	Women will receive their entitled six months of maternity leave with maternity pay.

SL	ESS & Topic	Bangladesh Labor Act 2006 (amendment 2018)	Measures for compliance
		payable if at the time of her confinement she has two or more surviving children.	
c.	Protecting the work force - Child labor - Forced labor	The Bangladesh Labour Act, 2006 Section 34- No child shall be employed to work in any occupation. Section 44- Anyone under the age 14 is considered as child and less than 18 but over 14 is considered as adolescent. But child over 12 years of age can be employed for light work. Section 37- this suggests a fitness certificate required for adolescents to get employed. Forced Labour Convention, 1930 ratified by Bangladesh on 22.06.1972 -Forced Labour is prohibited in Bangladesh. The country's Constitution prohibits forced labour	No children under the age of 18 shall be hired under the project for any kind of work.
d.	Grievance mechanism- GRM should be in place for direct and contracted workers	Section 33 provides a complete procedure of grievance where it is vividly described of whom to complaint and also the actions of employer regarding enquiries and the actions to be taken by the labour court. In case of any grievance against his employer relating to his apprenticeship and if it is not redressed by the employer, applies to the competent authority for redress, and shall abide by the decision of the competent authority, Section 280 (f).	Employees can seek direct civil law redress through the Labour Courts for complaints regarding terms and conditions employment and wages. Health, safety, maternity welfare and child labour offences are subject to criminal prosecution. There will be an institutional GRM for the workers as per the standards/provisions of WB' ESS2.
e.	OHS- Detailed Procedure required for each and every project. - Requirements to protect workers, train workers, document incidents, emergency preparation, addressing issues; - Monitor OHS performance	-The Labour Act does not specifically require that development be assessed and reviewed in terms of OHS requirements before approval. - The Labour Act does not require development projects to prepare OHS Plan. The Bangladesh Labour Act, 2006 Section 79- vividly states that any hazardous operations to be declared beforehand and prohibits employment of any women, children, adolescent or any unfit person for such jobs. Section 80- In case of accidents or any loss of life or bodily injury in project site, the employer is obliged	The Labour Management Procedure has been developed with adequate OHS guidelines according to WB ESS and ILO guidelines.



SL	ESS & Topic	Bangladesh Labor Act 2006 (amendment 2018)	Measures for compliance
		<p>to inform the Inspector within two working days.</p> <p>Section 89- first aid appliances to be strictly maintained and provided as to be readily accessible during working hours.</p> <p>Section 91 to section 94 includes the facilities to be provided to workers during working hours, namely canteens, washing facility, shelters, rooms for children under age 6 of women workers.</p> <p>Section 99- it is compulsory for establishments wherein minimum two hundred (200) permanent workers are employed, to introduce group insurance.</p> <p>Section 150- in case of injuries of workers caused by accident in the course of employment, the employer shall be liable to pay any compensation in accordance with certain provisions.</p>	
f.	Age of Employment	As per Bangladesh Labor Act, 2006, no one below the age of 14 (minimum age) will be employed as a labor. A child over the minimum age (14) and under the age of 18 may be employed or engaged in connection with the project only if the work is not likely to be hazardous or interfere with the child's education or be harmful to the child's health or physical, mental, spiritual, moral or social development; an appropriate risk assessment is conducted prior to the work commencing;	No children under the age of 18 shall be hired under the project for any kind of work .
g.	Employee assessment - procedure for determination of compliance of the worker of post (the performed work) by assessment of execution of job responsibilities, level of knowledge, skills and professional training.	Section 195-made it unlawful to discriminate against any person in regard to any employment, promotion, condition of employment or working condition;	N/A
h.	Freedom of association and collective bargaining	The Bangladesh Labour Act, 2006 Section 176- focuses on the Rights of Workers, guarantees all workers of	N/A

SL	ESS & Topic	Bangladesh Labor Act 2006 (amendment 2018)	Measures for compliance
		their right to freely form, join or not join a trade union for the promotion and protection of the economic interest of that worker; and collective bargaining and representation. The procedures for registration of trade unions are set out in detail under Sections 177 and 178 and the requirement for registration are clearly stated in Section 179. The 2006 Act has made a direct provision that if a single trade union remains then that shall be treated as the Collective Bargaining Agent.	
	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. Universal access will be given throughout project sites.
Key Elements of ESS4:			
I	<p>To anticipate and avoid adverse impacts on the health and safety of project-affected communities during the project lifecycle from both routine and non-routine circumstances.</p> <p>To avoid or minimize community exposure to project-related traffic and road safety risks, diseases and hazardous materials.</p> <p>To have in place effective measures to address emergency events.</p> <p>To ensure that the safeguarding of personnel and property or minimizes risks to the project-affected communities.</p>	<p>The Bangladesh Labour Act, 2006, Section 61- Inspectors will assess the condition of building, machinery or plant in an establishment and recommend if any measures are required for handling imminent danger to human life or safety.</p> <p>Section 62- in case of sudden fire, necessary precautions to be taken in advance are well mentioned and provisions of fire exit to be established in buildings are strictly directed.</p>	The Labour Management Procedures has been developed with necessary provisions.

6. BRIEF OVERVIEW OF LABOUR LEGISLATION: OCCUPATIONAL HEALTH AND SAFETY

25. There are basically two additional components of OHS that relates to the adjacent community. One is the physical safety of project communities who are exposed to the project activities during construction and operation, including risks of accidents and risks of violence due to increase in crimes and cultural conflict between locals and migrant population. The other pertains to the exposure and/or increased risks of diseases towards the community due to influx of people during installation and operation.
26. 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. Bangladesh has a good infrastructure for delivering primary health care services. However, due to inadequate logistics the full potential of this infrastructure has never been realized.
27. The legal obligations on OHS, applicable to LMP of the project, are listed below:
- ✓ Provision to implement OHS policy at workplace.
 - ✓ Responsibility of employers towards workers such as information, facility, personal protective equipment and training on all kinds of OHS related training.
 - ✓ Provision regarding the protection of non-labours such as visitors and others.
 - ✓ Fundamental provision on Occupational Health and Safety (OHS) including role and responsibility of manufacturer, importer and suppliers for assurance of OHS for their goods and services.
 - ✓ Provision of non-discrimination based on caste/ethnicity, gender, religion, language, origin and ideology.
 - ✓ Provision responsible towards employee such as information, facility, personal protective equipment and training on OHS and responsibility of labours for work and use of safety gears.
 - ✓ Provision for appointment responsible person (OHS Officer) at the workplace for OHS implementation. Under this there will be joint safety and health committee comprising of supervisor and workers at worksite.
 - ✓ Provision for immediate shutdown of work and machineries in case of severe COVID-19 concern.
 - ✓ Special provision for OHS for eye protection, protection against harmful chemicals, operation of pressurized machine/vessel, machine guarding, handling/lifting of load, fire protection, provision against fatigue.
 - ✓ Provision for treatment and prevention of communicable diseases.
 - ✓ Provision of onsite first aid and primary health care.
 - ✓ Provision of accident investigation, inventory of work-related diseases and compensation.

6.1 Health and Safety Offences

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

29. In addition, there is a 'catch-all' offence that allows prosecutions against "whoever contravenes or fails to comply with any provisions of the Code, or any rules of scheme made under it" – which is punishable by up to 3 (three) months imprisonment or with a fine of up to Tk. 1,000 (One thousand) or both (Section 307). This offence would, for example, apply to any breach of the obligations involving health, safety and welfare, not already covered by the offences above. A repeat conviction for the same offence can result in double the fine or sentence of imprisonment (Section 308).
30. 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.

7. RESPONSIBLE STAFF

31. IAs will appoint required staffs to oversee the whole project and should have the overall responsibility to oversee all aspects of the implementation of the LMP, particularly to ensure contractor compliance. The contractor is subsequently responsible for management in accordance with contract specific Labour Management Plans, implementation of which will be supervised by LGD.

8. POLICIES AND PROCEDURES

32. Decisions relating to the employment or treatment of project workers 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.
33. Most environmental and social impacts of subprojects resulting from activities directly under the control of contractors will be mitigated directly by the same contractors. IAs will incorporate standardized environmental and social clauses in the tender documentation and contract documents, in order for potential bidders to be aware of environmental and social performance requirements that shall expected from them, are able to reflect that in their bids, and required to implement the clauses for the duration of the contract. IAs will enforce compliance by contractors with these clauses.
34. As a core contractual requirement, the contractor is required to ensure all documentation, related to environmental and social management, including the LMP, is available for inspection at any time by the IAs appointed agents. The contractual arrangements with each project worker must be clearly defined in accordance with prevailing legislations of Bangladesh. A full set of contractual requirements related to environmental and social risk and impact management will be provided in the POM and The ESCP. 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 Programs environmental and social instruments.

35. Under no circumstances IAs, contractors or sub-contractors will engage child and forced labour. Forced labour includes bonded labour (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, Moderate 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.

9. AGE OF EMPLOYMENT

36. No child, who has not completed 18 years of age, shall be required or allowed to work in project. All forms of child labour are banned since the 2018 amendment of national Labour law. If any contractor employs a person under the age of 18 years, that contractor's will not only be terminated but also be reported to the authorities for legal prosecution. Also, the project and project parties will not be allowed to involve children under the age of 18 in any hazardous work activities that includes: (a) exposure to physical, psychological or sexual abuse; (b) working underground, underwater, at heights or in confined spaces; (c) working with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; (d) working in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or (e) working under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer. Evidence such as birth certificate and national ID from the local authority, monitoring and inspection and other documents need to be produced to demonstrate the age and assurance of complying legal obligation.

10. TERMS AND CONDITIONS

37. The terms and conditions of employment are governed by Bangladesh Labour Act, 2006. The Act makes it mandatory for employers to give its employees a copy of the written particulars of employment, signed by both parties. For this program, contractors will be required to provide written particular of employment to all its employees. Contractors will also be required to comply with the most current regulation of wages which is issued by the Government and reviewed on a regular basis. The written particulars of employment should specify the minimum wages, hours of work, overtime pay, leave entitlements, travelling and subsistence allowances and the issue of protective clothing.
38. The Act states that before award of a public contract, the contractor is required to certify in writing that the wages, hour and conditions of work or persons to be employed by him on the contract are not less favorable than those contained in the most current wages regulation issued. In cases where a contractor fails to comply with this requirement, the contract may be withdrawn or suspended upon recommendations of the PIU/PMU.



39. In ensuring full compliance with the law in this regard, contractors will be required to furnish IAs with copies of the Written Particulars of Employment or copies of contract of its entire workforce. Contractors will not be allowed to deploy any employee to work in the project if such copy of employment of that employee has not been handed to IAs.
40. 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 IAs to withhold payment from contractor should the contractor fails to fulfill their payment obligation to their workers.
41. The country has ratified the numerous ILO Conventions aimed at ensuring that member states do protect the notion of collective bargaining. The Labour Act enacted to give effect to the collective bargaining, amongst other purposes. The Act allows for the collective negotiation of terms and conditions of employment.

11. GRIEVANCE MECHANISM

42. In any working environment it is essential for both employers and employees to be fully conversant with all aspects of disciplinary processes, the grievance handling procedures and the legal requirements and rights involved. In implementing an effective dispute management system consideration must be given to the disputes resulting from the following:
- ✓ Disciplinary action
 - ✓ Individual grievances
 - ✓ Collective grievances and negotiation of collective grievances
 - ✓ Gender-based violence, SEA/SH and workplace sexual harassment
43. IAs grievance redress mechanism (GRM) for workers has been provisioned so that any one employed in the Project can raise their concerns, complaints, or feedback to the attention of the Contractor and Subcontractors through the IAs' Project Management Staff under the Project.
44. In line with the provisions of Bangladesh Labour Act, 2006 it can be summarized that the Grievance Redressal Mechanism as below:
- ✓ Any worker including a worker who has been laid-off, retrenched, discharged, dismissed, removed, or otherwise terminated from employment, who has any complaint in respect of anything and intends to get redress thereof, shall send his complaint in writing to his employer, by registered post within 30 (thirty) days of being informed of the cause of such complaint: Provided that if the employer accepts the complaint directly and acknowledges the receipt thereof in writing, such complaint shall not be required to be sent by registered post.
 - ✓ The employer shall within 30 (thirty) days of receipt of the complaint, make enquiry into the complaint and shall after giving the concerned worker an opportunity of being heard, communicate to the relevant employee as to his decision in writing thereon.



- ✓ If the employer fails to give any decision, or if the concerned worker is dissatisfied with such decision, he may submit a complaint in writing, to the Project PMU/PIU, within 7 (seven) days from the date of expiry or, as the case may be, within 7 (seven) days from the date of the decision of the employer, who shall make an attempt to sort out the issues within (3) three days.
- ✓ Upon expiry of the above timeline or in case of his/her dissatisfaction, the worker may submit a complaint in writing, to the IAs within 7 (seven) days from the date of expiry or, as the case may be, within 7 (seven) days from the date of the decision of the employer, who shall take an attempt to sort out the issues within (3) three days.
- ✓ If PMU/PIU fails to give any decision, or if the concerned worker is dissatisfied with such decision, he may submit a complaint in writing, to the Labour Court within 30 (thirty) days from the date of expiry or, as the case may be, within 30 (thirty) days from the date of the decision of the employer.
- ✓ The Labour Court shall, on receipt of the complaint, give notice to both the parties and hear their statement on the complaint, and considering the circumstances of the case shall pass such order as it may deem just.
- ✓ The Labour Court may amongst other reliefs, direct for reinstatement of the complainant in service, with or without arrear wages and convert the order of dismissal, removal or discharges to any minor punishment specified in section 23(2).
- ✓ Any person aggrieved by an order of the Labour Court, may, within thirty days of the order, prefer an appeal to the Tribunal, and the decision of the Tribunal on such appeal shall be final.

45. Detailed Contractor management guidelines have been prepared to direct them in the selection, retention, monitoring and guiding them in accordance with the ESS and national Laws/Acts, and GoB and WHO Protocols in COVID-19 special considerations.

46. For contracted workers, the Contractor is obligated under the Contract to set up the Workers GRM to redress complaints relating to workers deployed for any minor refurbishment works under this Project.

11.1 Individual Grievance Procedure

47. Section 33 of Bangladesh Labour Act, 2006 explicitly states that every employer, including contractors, have a Formal Grievance Procedure which should be known and explained to its employees.

- ✓ Any worker including a worker who has been laid-off, retrenched, discharged, dismissed, removed, or otherwise terminated from employment, who has any complaint in respect of anything and intends to get redress thereof, shall send his complaint in writing to his employer, by registered post within 30 (thirty) days of being informed of the cause of such complaint: Provided that if the appointing authority accepts the complaint directly and acknowledges the receipt thereof in writing, such complaint shall not be required to be sent by registered post.
- ✓ The employer shall within 30 (thirty) days of receipt of the complaint, make enquiry into the complaint and shall after giving the concerned worker an opportunity of being heard, communicate with him in writing his decision thereon.
- ✓ If the employer fails to give any decision, or if the concerned worker is dissatisfied with such decision, he may submit a complaint in writing, to the Labour Court within 30 (thirty) days from the date of expiry or, as the case may be, within 30 (thirty) days from the date of the decision of the employer.



- ✓ The Labour Court shall, on receipt of the complaint, give notice to both the parties and hear their statement on the complaint, and considering the circumstances of the case shall pass such order as it may deem just.
 - ✓ The Labour Court may amongst other reliefs, direct for reinstatement of the complainant in service, with or without arrear wages and convert the order of dismissal, removal or discharge to any minor punishment specified in section 23(2).
 - ✓ Any person aggrieved by an order of the Labour Court, may, within thirty days of the order, prefer an appeal to the Tribunal, and the decision of the Tribunal on such appeal shall be final.
 - ✓ No Court-fee shall be payable for making any complaint or preferring an appeal.
 - ✓ No complaint shall amount to a criminal prosecution under this Act. 9) No complaint shall lie against an order of termination of employment, unless such order is alleged to have been made for his welfare society activities or passed with an ill motive or unless the worker concerned has been deprived of the benefits specified in that section.
48. 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 practice recommends 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.

11.2 Collective Grievances and Disputes

49. A recognized trade union is, entitled to negotiate on a regular basis with the employer over terms and conditions at the workplace and the employer is obliged to negotiate with it. The procedures followed in such instances are usually contained in the Recognition 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. In the type of disputes, if the dispute is not resolved at the workplace, the parties to the dispute can utilize the dispute resolutions mechanisms provided section 210 of Bangladesh Labour Act, 2006.

11.3 Disciplinary Procedure

50. The starting point for all disciplinary action is rules. 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 employer), however it is advisable that even implied rules be included in the disciplinary code or schedule of offences. In an organized workplace these rules ideally are negotiated with the trade union and are often included in the Recognition Agreements signed by the employer and trade union. A copy of the rules, written in an understandable language, should have been given to the employee at the time of his signing Employment contract and the acknowledgement receipt should have been preserved for future reference. These workplace rules must be:
- ✓ Valid or reasonable;
 - ✓ Clear and unambiguous;
 - ✓ The employee is aware, or could reasonably be aware of the rule or standard; and
 - ✓ The procedure to be applied in the event the employee contravenes any of these rules

51. In case of any dispute the procedures should be fair and just. The procedure is as follows: -

- ✓ Conduct an investigation to determine whether there are grounds for a hearing to be held;
- ✓ The alleged employee should be given a hearing for his explanation or self defense, the employer is to notify the employee of the allegations using a form, which should include all relevant information and should be drafted in a language understandable to the employee;
- ✓ The employee must be given reasonable time to prepare for the hearing and should inform him about his right to be represented by a fellow employee or a union representative;
- ✓ The employee must be given an opportunity to respond to the allegations, question the witnesses of the employer and to lead witnesses;
- ✓ The response of the employee must have been recorded in an appropriate form. In case of written response, the same should have been signed by the alleged employee.
- ✓ If an employee fails to attend the hearing the employer may proceed with the hearing in the absence of the employee;
- ✓ The hearing must be held and concluded within a reasonable time and is to be chaired by an impartial representative of the Contractor.
- ✓ 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. Therefore, it is incumbent upon the Contractors to ensure that they have a disciplinary procedure and Code and standards which the employees are aware of. Each contractor will be required to produce this procedure to ensure that employees are not treated unfairly.

11.4 Sexual Exploitation and Workplace Sexual Harassment

52. The project has existing SEA/SH responsive GRM at DWA under MoWCA, which will handle complaints in a survivor-centric and confidential manner. Female staff (labourers, suppliers, support staff) can file complaints through this GRM. A dedicated SEA/SH GRM will be also formed at LGD PMU. The complaint will be referred through appropriate GRM channels for assessment and resolution.

The first cut of mapping of GBV service providers focused exclusively on services that respond to Grievances related to SEA/SH will be reported through the project/contractor, and the nature of the complaint will be recorded along with the age of the complainant and relation to the project. The complaint will be referred through appropriate GRM channels for assessment and resolution.

12. CONTRACTOR MANAGEMENT

53. The project may deal with different categories of contractors for the construction, TA activities, and operation of the project including sub-contractors and suppliers for required labours, facilities, and goods. A major challenge the project faces is to manage all the contractors and suppliers including hiring, regulating, and terminating jobs and ensuring roles and contracts are in accordance with the labour law and -ESS2.

54. The project or the project parties has the obligation to develop a generic contract for each category of contract and to make reasonable efforts to ascertain that the contractor and their subcontractors hire workers from legitimate labour entities who can provide appropriate documentation such as business licenses, registrations and permits to the Contractor and its subcontractors.

55. Contractor management includes a thorough selection process for contractors; contractual provisions include management of occupational health and safety; procedure for managing and monitoring the performance of contractors; and collective agreements that apply to the project. Additionally, technical, financial and other specific work experience may also be required in the selection of contractors.

56. The application of this requirement will be proportionate to the activities and to the size of the contract, in a manner acceptable to LGD/DWA and the World Bank:

- **Labour conditions:** records of workers engaged under the Project, including contracts, registry of induction of workers including CoC, hours worked, remuneration and deductions (including overtime), collective bargaining agreements;
- **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).
- **Workers:** number of workers, indication of origin (expatriate, local, nonlocal nationals), gender, age with evidence that no child labour is involved, and skill level (unskilled, skilled, supervisory, professional, management).
- **Training/ induction:** dates, number of trainees, and topics.
- **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.
- **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.

13. PRIMARY SUPPLY WORKERS

57. The risk associated with primary supply associated with the project is assessed below. All primary suppliers are required to procure and produce materials subject to high standards and should possess a reasonable experience. Any new supplier is vetted using a different form which screens the supplier in regard to compliance with taxes, certification, licensing, and workmen's compensation.

58. A separate form requires that the primary supplier are required to declare any current or prior arbitration as well as any criminal convictions. In addition to this registered suppliers are subject to regular review. The review is carried out twice annually and requires an officer to visit the supplier's premises. The supplier evaluation form provides for the commercial services to report any labour irregularity, if observed.

59. LGD/DWA will also ensure, that any primary supplier to the project report fatalities or serious injury, and informs government authorities in accordance with national reporting requirements.

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14. LABOR MANAGEMENT DURING COVID-19 SITUATION

60. The Contractor will identify measures to address the COVID-19 situation based on the location, existing project resources, availability of supplies, capacity of local emergency/health services, the extent to which the virus already exist in the area. A systematic approach to planning, recognizing the challenges associated with rapidly changing circumstances, will be taken by the project with the support of PIU/PMU to address the situation.
61. All minor refurbishment work will engage workers from the local communities . Workers will be employed under different terms and conditions and be accommodated in different ways. IAs will endeavour to follow GoB, WHO and World Bank recommended guidelines, such as
- ✓ Workers will be asked to practice social distancing by maintaining a minimum social distance from others.
 - ✓ Guidelines will be posted of required hygienic practices in areas visible to all workers, including: not touching the face with unwashed hands or with gloves; washing hands often with soap and water for at least 20 seconds; use of hand sanitizer with at least 60% alcohol; cleaning and disinfecting frequently touched objects and surfaces such as shared workstations, keyboards, telephones, handrails, machines, shared tools, elevator control buttons, and doorknobs; and covering the mouth and nose when coughing or sneezing, as well as other hygienic guidelines by the DGHS.
 - ✓ Hand washing stations or hand sanitizers will be placed in multiple locations to encourage hand hygiene.
 - ✓ The contractor will provide adequate PPE such as gloves, goggles, face shields, face coverings, and face masks as appropriate for the activity being performed.
 - ✓ The contractor will arrange any large gatherings such as training , orientation, workshops etc abiding by GoB, WHO and World Bank recommended guidelines.
 - ✓ The contractor will discourage workers from using other workers' phones, desks, offices, tools, and equipment. If necessary, clean and disinfect them before and after use.
 - ✓ The contractor will require anyone on the project to stay home if they are sick, except to get medical care.
 - ✓ If any staff have symptoms, they must report it to the Contractor at once.

14.1 Entry/Exit to the work site and checks on commencement of work

62. Entry/exit to the work site will be controlled and documented for both workers and other parties following GoB, WHO and World Bank recommended guidelines. Possible measures can include:
- ✓ Controlling entry/exit to the site, securing the boundaries of the site, and establishing designating entry/exit points. Entry/exit to the site will be documented.
 - ✓ Checking and recording temperatures of workers and other people entering the site or requiring self-reporting prior to or on entering the site.
 - ✓ Training security staff on enforcing entry and exit procedures and documenting entry of workers, conducting temperature checks and recording details of any worker that is denied entry.
 - ✓ Providing daily briefings to workers prior to commencing work, focusing on COVID-19 specific considerations including cough etiquette, hand hygiene and distancing measures, using demonstrations and participatory methods.

- ✓ During the daily briefings, reminding workers to self-monitor for possible symptoms (fever, cough) and to report to their supervisor if they have symptoms or are feeling unwell.
- 63. To prevent or minimize an outbreak of infectious disease like COVID-19, Contractors should develop specific procedures or plans to ensure adequate precautions following GoB, WHO and World Bank recommended guidelines. The relevant procedure or plan should clearly mention the steps that should be done if a worker gets sick. The contractor is responsible for the following procedures in light of changes in circumstances prompted by 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;
 - ✓ Specific procedures relating to the workplace 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);
 - ✓ Including contractual provisions and procedures for managing and monitoring the performance of contractors if impacted by COVID-19

15. PROVISION OF LMP IN BIDDING DOCUMENT

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

16. MONITORING AND EVALUATION

- 65. IAs will conduct monitoring of the LMP in coordination with contractors and sub-contractors.

17. REFERENCE:

- Bangladesh Labour Act, 2006;
- Bangladesh Labour Act (Amendment) 2013;
- Bangladesh Labour Act (Amendment) 2018;
- Bangladesh Labour Rules 2015;
- Occupational Health and Safety Policies 2013;
- World Bank Environmental and Social Framework; and
- ILO Convention



ANNEX A: Suggested Due Diligence for Social and Environmental Mitigation Measures in Contracts

Stage of Contractual Process	Suggested Due Diligence
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, labour influx, transmission of infectious disease 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 demonstrate capacity to manage social and environmental issues, including issues pertaining to community health and safety.
Preparation of bidding documents	<p>Review contract conditions included in bidding documents to:</p> <ul style="list-style-type: none"> • Ensure that the relevant mitigation measures in the ESCoP are reflected and budgeted in the contract, • Ensure the ESCoP forms part of, and is explicitly referred to in the bidding documents. • Identify relevant provisions (workers, camps, child and forced labour, 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 • Include a requirement that all workers sign ‘Codes of Conduct’ governing behavior, and identifying sanctions • 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 ESCoP is 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 ESCoP compliance. • 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.
Bidding evaluation	<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 ESCoP, 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.
After contract signing	<p>Prior to commencing works, the contractor submits plan based on the ESCoP, 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) labour influx.</p>



ANNEX B: Sample Code of Conduct

Preamble

The Code of Conduct defines labour standards that aim to achieve decent and humane working conditions. The Code's standards are based on national law and accepted good labour practices. Firms/contractors affiliated with the installation project 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 LGD 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 LGD/PIU requires affiliated companies/contractors/subcontractors/suppliers engaged in the project require to develop/improve Code standards and to develop sustainable mechanisms to ensure ongoing compliance. The LGD/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 LGD/PIU strives to establish 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 labour 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 worker shall be treated with respect and dignity. No worker shall be subject to any physical, sexual, psychological or verbal harassment or abuse.

Forced Labour

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

Child Labour

No person shall be employed under the age of 18

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 the 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 workweek shall not exceed 48 hours. Employers shall allow workers at least 24 consecutive hours of rest in every seven-day period. All overtime work shall be consensual. 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 72 hours.

Compensation

Every worker has a right to compensation for a regular workweek that is sufficient to meet the worker's basic needs and provide some discretionary income. 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 (SEA/SH)

While all forms of violence against a community resident or a co-worker are forbidden, this code of conduct is particularly concerned with the prevention and reporting of sexual exploitation and abuse (SEA) and sexual harassment which constitute gross misconduct, are grounds for termination or other consequences related to employment and employment status⁵:

Individual/company signed commitment:

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

I agree that while working on the project I will:

- Treat all persons, including children (persons under the age of 18), with respect regardless of sex, race, color, language, religion, political or other opinion, national, ethnic or social origin, gender identity, sexual orientation, property, disability, birth or other status.

⁵ Examples of sexual exploitation and abuse include, but are not limited to:

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

- Commit to creating an environment which prevents SEA and SH and promotes this code of conduct. In particular, I will seek to support the systems which maintain this environment.
- **Not** participate in SEA and SH as defined by this *Code of Conduct* and as defined under (*country*) law (*and other local law, where applicable*).
- **Not** use language or behavior towards women, children or men that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate.
- **Not** participate in sexual contact or activity with anyone below the age of 18. Mistaken belief regarding the age of a child is not a defense. Consent from the child is also not a defense. I will not participate in actions intended to build a relationship with a minor that will lead to sexual activity.
- **Not** solicit/engage in sexual favors in exchange for anything as described above.
- Unless there is the full consent by all parties involved, recognizing that a child is unable to give consent and a child is anyone under the age of 18, I will not have sexual interactions with members of the surrounding communities. This includes relationships involving the withholding or promise of actual provision of benefit (monetary or non-monetary) to community members in exchange for sex—such sexual activity is considered “non-consensual” under this Code.

I commit to:

- Adhere to the provisions of this code of conduct both on and off the project site.
- Attend and actively partake in training courses related to preventing SEA and SH as requested by my employer.

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

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

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

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

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ANNEX C: Certificate of Age and Fitness

Part-A of the Registered Medical Practitioner

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



ANNEX A: Record Book on the Training of Fire Extinguishment

Name of Contractor/ Sub-
 contractor.....
 Address of Contractor/ Sub-
 contractor.....
 Number of Total Workers and
 Employees:.....

Male: Female:

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

(Handwritten mark)

ANNEX E: Final Report of Accident and Professional Injury

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

1. Name of address of Factory/institute:.....
2. Registration no. of Factory/institute:.....
3. Telephone, mobile, fax and email no:.....
4. Name and address of management authority (with phone number):.....
5. Name and address of constructor (if applicable) (with phone number):.....
6. Type and nature of the manufactured product/service:.....
7. Date and time of the accident:
8. Place/branch/ division (where the accident has taken place):..... **AB**
9. Description of the victim of the accident:
 - a. Name:.....
 - b. Present address.....
 - c. Permanent address:.....
 - d. Age:.....
 - e. Sex.....
 - f. Card/token no:.....
 - g. Post:.....
 - h. Salary:.....
10. Type of accident: (mark the suitable gap)
 - a. Death:.....
 - b. Permanent total physical inability:.....
 - c. Permanent partial physical inability:.....
 - d. If the worker is absent from work for more than 20 days because of the injury:.....
 - e. If the worker is absent from work for more than 16 hours and less than 20 days because of the injury (if you mark this ..., do not fill up point 9-12)
 - f. If the injured person faces permanent physical inability (if applicable) mark the following injury list

Mutilation:

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

11. Class of accident (mark the appropriate option):

- a. Fall of a person:
- b. Fall of an object:
- c. An object hit by other except for the fallen object:
- d. Electricity
- e. Poison, fatal object or radiation:
- f. Explosive:
- g. Fire:
- h. Incoming of forceful current of water
- i. Other reason (specify, for example: excessive use of force/excessive movement etc.).....

12. Responsible object for accident (mark the suitable option)

- a. Main operating machine:
- b. Moderator machine:
- c. Lifting machine
- d. Operative machine
- e. Other machine or supporting machine:
- f. Rail or trolley :
- g. Other transportation or goods transportation:
- h. Hand run machine:
- i. Others (please specify, e.g. water, transportation, pressure vessel, plant, oven, kilns etc)

~~A~~

- 13. The time of absence from work (working hour):.....
- 14. The name and address of the medical officer under whose treatment the injured person produced:
15.
- 16. Date of sending report:.....

Sign of manager/representative

Date:.....

