**BOSNIA AND HERZEGOVINA**

**AGRICULTURE RESILIENCE AND COMPETITIVENESS PROJECT   
(ARCP)**

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**LABOR MANAGEMENT PROCEDURES**

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**Abbreviations**

|  |  |
| --- | --- |
| ARCP | Agriculture Resilience and Competitiveness Project |
| BiH | Bosnia and Herzegovina |
| CAP | Common Agricultural Policy |
| COVID-19 | Coronavirus Disease |
| EHS | Environmental, Health, and Safety |
| ESF | Environmental and Social Framework |
| ESMF | Environmental and Social Management Framework |
| ESMP | Environmental and Social Management Plan |
| ESS | Environmental and Social Standards |
| EU | European Union |
| FAO | Food and Agriculture Organization |
| FBiH | Federation of Bosnia and Herzegovina |
| FCR | Farm and Client Register |
| GAP | Good Agricultural Practice |
| GIIP | Good International and Industry Practices |
| GIS | Geographical Information System |
| GRM | Grievance Redress Mechanism |
| HACCP | Hazard Analysis and Critical Control Points |
| IPC | Infection Prevention and Control |
| IPF | Investment Project Financing |
| IPPC | International Plant Protection Convention |
| IT | Information Technology |
| LMP | Labor Management Procedures |
| LPIS | Land Parcel Identification System |
| MoAWMF | Ministry of Agriculture, Water Management and Forestry |
| OHS | Occupational Health and Safety |
| OIE | World Organization for Animal Health |
| O&M | Operation and Maintenance |
| PIU | Project Implementation Unit |
| PPE | Personal Protective Equipment |
| SEA/SH | Sexual Exploitation and Abuse / Sexual Harassment |
| SPS | Sanitary and Phytosanitary |
| TA | Technical Assistance |
| WB | World Bank |
| WHO | World Health Organization |
| WUA | Water User Association |

## INTRODUCTION

The World Bank (WB) is considering to support Bosnia and Herzegovina through the Agriculture Resilience and Competitiveness Project (ARCP). The project objective is to enhance agriculture sector resilience and increase competitiveness towards EU market accession.

The Project will have activities in both entities of BiH (FBiH and RS). A separate set of instruments to manage environmental and social impacts are being developed. This document will manage labor required for activities implemented in the Federation of Bosnia and Herzegovina (FBiH). The implementation of the Project in the FBiH will be managed by the Project Implementation Unit (PIU) within the Ministry of Agriculture, Water Management and Forestry (MoAWMF).

The Project includes four components:

**Component 1. Enhancing public support resilience and traceability**, with the following sub-components and accompanying activities:

* ***Sub-component 1.1 Enhancing Agriculture Information Systems*** includes activities:

1. Enhancing the farm and client register (FCR), including the establishment of new registers for priority value chains;
2. developing a payment system with online application functionality (as shown to be highly relevant to ensure implementation of agriculture support during the pandemic given that currently paper application is in use);
3. Piloting a Land Parcel Identification System (LPIS), which is a key EU accession requirement to benefit from the Common Agricultural Policy (CAP) support;
4. Establishing the Farm Accountancy Data Network to improve information collection and data use for policy analysis.

* ***Sub-component 1.2 Supporting Climate-resilient agriculture*** includes activities:

1. Improving seed quality and production, including improvement of local varieties to be better adapted to climate change (e.g. drought-resistant, heat tolerant and flood tolerant);
2. Increasing farmers’ awareness of possible climate change impacts to different geographical areas and sub-sectors of agriculture;
3. Improving extension service delivery including providing support to producers to comply with Good Agricultural Practices and Integrated Pest Management and climate risk assessment and interventions in value chains.

**Component 2. Improving agriculture productivity, adaptation to climate change, and enhancing linkages with markets**, with the following sub-components and accompanying activities:

* ***Sub-component 2.1. Strengthening Value Chain and Developing Productive Partnerships*** includes activities:

1. Providing matching grants to aggregators, agro-processors and collection centers with the objective to increase the farm productivity and incomes and foster greater and better rural jobs through: (a) improving access to and adoption of climate-smart technologies, knowledge and markets; and (b) strengthening technical and managerial capacity of smallholder farmers in the farming and agri-business sectors.

* ***Sub-component 2.2. Improving irrigation and drainage systems for climate change adaptation*** includes activities:

1. Rehabilitation/modernization of selected irrigation and drainage systems - this will support investments in infrastructure construction of intake structures, main and secondary irrigation networks, including introduction of modern pressurized systems which enhance efficiency of water use;
2. Strengthening of irrigation and drainage management institutions - this will include (i) building the capacities of project benefitting municipalities and cantons, and establishing and strengthening participating of Water Users Associations (WUAs), municipal level public utility companies or joint WUA/public utility companies to participate in the operation and maintenance (O&M) of the systems rehabilitated or constructed under the project, including development of O&M arrangements; determination, collection and management of irrigation service fee; and modernization of on-farm water management practices to reduce water wastage; and (ii) developing a database of all irrigation systems, including GIS mapping of existing irrigation and drainage networks and assessment of their functionalities which helps the municipalities and the ministries to manage irrigation and drainage assets and develop regular maintenance and rehabilitation plans.

**Component 3. Food Quality and Safety Enhancement,** with the following sub-components and accompanying activities:

* ***Sub-component 3.1. Food Quality and Safety Standards*** *includes activities:*

1. Investment and technical assistance support to the relevant public institutions in BiH to strengthen official disease and pests controls, inspections, and laboratory capacity and testing in food safety, veterinary and phytosanitary areas, in line with international and standards as articulated in the WTO Sanitary and Phytosanitary (SPS) Agreement, the World Health Organization (WHO) and Food and Agriculture Organization (FAO) Codex Alimentarius, the World Organization for Animal Health (OIE) Terrestrial Animals and Aquatic Codes, and International Plant Protection Convention (IPPC);
2. Support to enable these institutions to meet internationally recognized food certification requirements, such as GlobalGAP, EurepGAP, HACCP, etc.

* ***Sub-component 3.2.*** ***Information Technology (IT) Systems for Food Safety Enhancement*** *includes activities:*

1. Development and upgrading of IT software and hardware systems that are critical real-time documentation of control activities and therefore are extremely supportive in the entire process of improving compliance with national and international food safety standards.

**Component 4. Project Management**, includes financing PIU regarding the following activities:

1. Overall project coordination and implementation support, including implementation planning, technical supervision;
2. Project financial management, procurement and reporting;
3. Environmental and social safeguards implementation;
4. Project monitoring and evaluation;
5. Management of project’s grievance redress mechanism (GRM) and citizen engagement activities.

Project beneficiaries include farmers, farmer organizations, private enterprises, aggregators, agro-processors and collection centers operating in the horticultural and livestock sub-sectors in the project areas. The matching grant program will provide a technical and financial support to about 20 aggregators and 600 smallholder farmers in FBiH. The project will focus on improving the water management in the selected project areas and main beneficiaries would be private farmers using communal irrigation schemes with a minimum cultivable command area of 30 ha. In the public sector, the project will support institutional strengthening of the MoAWMF, Food Safety Agency, State Veterinary Offices, Plant Protection Administrations and State Research Institutes. The nationwide farmers and enterprises will benefit from the support provided to the public institutions.

## OBJECTIVES AND PURPOSE OF THE LABOR MANAGEMENT PROCEDURE

The project is designed as an Investment Project Financing (IPF) and as such needs to comply with the World Bank’s Environmental and Social Framework (2016) (ESF)[[1]](#footnote-1) comprising, inter alia, the Environmental and Social Standards (ESS).

The Framework specifies the mandatory requirements in the form of 10 standards that Borrowers must apply. One of those standards is the Environmental and Social Standard 2 (ESS2) which concerns labor and working conditions. ESS2 recognizes the importance of employment creation and income generation in the pursuit of poverty reduction and inclusive economic growth.

Objectives of ESS2 are the following:

* to promote safety and health at work;
* 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, children (of working age, in accordance with this ESS) and migrant workers, contracted workers, community workers and primary supply workers, as appropriate;
* to prevent the use of all forms of forced labor and child labor;
* to support the principles of freedom of association and collective bargaining of project workers in a manner consistent with national law;
* to provide project workers with accessible means to raise workplace concerns.

Under ESS2, Borrowers are required to develop and implement written labor management procedures (“LMP”) applicable to the project. The purpose of the LMP is to facilitate planning for the project and help identify the resources necessary to address the labor issues associated with the project. The LMP is part of the environmental and social assessment and (a) identifies the different types of project workers that are likely to be involved in the project, and (b) sets out the ways of meeting the requirements of ESS2 that apply to the different types of workers.

The LMP set out a systematic approach to the management of labor issues in the project and reflect the requirements of national law, applicable collective agreements, and requirements of ESS2. The LMP are reviewed and updated as needed during the preparation and implementation of the project.

## SCOPE OF APPLICATION

The LMP enables identify main labor requirements and risks associated with it and help the Borrower to determine the resources necessary to address labor issues. The document details out the type of workers likely to be deployed by the project and the management thereof.

This LMP applies to all **Project workers** hired under the Project as defined by ESS2. The term “project worker” refers to: (a) people employed or engaged directly by the Borrower to work specifically in relation to the project (direct workers); people employed or engaged through third parties to perform work related to core functions of the project, regardless of location (contracted workers); (c) people employed or engaged by the Borrower’s primary suppliers (primary supply workers); and (d) people employed or engaged in providing community labor (community workers). ESS2 applies to project workers including fulltime, part-time, temporary, seasonal and migrant workers.

The focus of this LMP is on: direct workers employed and engaged by the PIU/MoAWMF, contracted workers engaged or employed by third parties (contractors, sub-contractors, service and goods providers), and primary supply workers for regular supplies of materials and goods for construction works.

There is currently insufficient information on the possibilities of engaging community workers in the implementation of the Project. The country context, practices and past experience show that they will most likely not be engaged. Should community workers possibly be engaged, e.g. in the implementation of irrigation schemes, they shall be included and adequately addressed in the update of this LMP.

The FBiH legal framework guiding Labor and Working Conditions, including OHS, is, except for a few minor gaps, fully aligned with the standards set out in ESS2. Major gap of the FBiH legal framework in relation to ESS2, when it comes to working conditions, is the lack of obligation of the employer to establish a regulated grievance mechanism. Where the national legal framework falls short in compliance, measures to bridging the gaps will be implemented as outlined below.

## OVERVIEW OF LABOR USE ON THE PROJECT

### 4.1. Categories of Workers

The following categories of **Project workers,** are expected to be engaged to which this LMP is applicable:

* **Direct worker** is a worker with whom the PIU/MoAWMF has a directly contracted employment relationship and specific control over the work, working conditions, and treatment of the project worker. The worker is employed or engaged by the PIU/MoAWMF, paid directly by the PIU/MoAWMF, and subject to the PIU’s/MoAWMF’s day-to-day instruction and control. Examples of direct workers may include persons employed or engaged by the PIU to carry out design and supervision, monitoring and evaluation, or community engagement in relation to the project.
* **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. In such circumstances, the employment relationship is between the third party and the project worker, even if the project worker is working on an ongoing basis on project activities.
* **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. As part of the definition, there is a requirement that the goods or materials be provided directly to the project for its core functions on an ongoing basis. This means that second, third, and further levels of the supply chain are not covered by ESS2.

It is expected that Project will engage the following categories of project workers as defined by ESS2:

**Direct workers.** Direct project workers will include:

1. Civil servants - staff of the Project Implementation Unit (PIU) housed by the MoAWMF, and
2. External/independent consultants hired by the PIU to specifically work in relation to the project.

The PIU will have the overall managerial, administrative and coordination role within the project. Government civil servants who are working in connection with the project, whether full-time or part-time, 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. However, requirements of ESS2 for protection of workforce and Occupation Health and Safety shall cover civil servants in any case. External consultants will be independent consultants hired specifically to work in relation to the project and be integrated into the PIU. These workers will be engaged through the standard form of Contracts for Consultancy services provided by the World Bank.

*The number of direct workers* is 37, of which 17 are civil servants (staff of both PIU and the Ministry of Agriculture, Water Management and Forestry FBiH) and 20 are external consultants to be engaged by PIU for the ARCP Project.

*Characteristics of direct workers*. Direct workers are experienced and highly skilled workers with various educational backgrounds. The PIU structure will comprise of Project Manager, Procurement Manager, Financial Manager, Monitoring and Evaluation Specialist and Environmental and Social Specialist. The current structures already include professional staff for agriculture and water management that will be retained for the implementation of ARCP. Profiles of external consultants to be engaged in the ARCP Project include the following: experts in drafting Terms of Reference; experts for the development of technical specifications for vehicles, for IT equipment; civil engineer; experts in the field of consulting activities for crop husbandry, vegetable cultivation, mechanization and production economics; experts in the field of consulting activities for fruit cultivation, viticulture and livestock farming. It is estimated that women may represent minimum 50% of direct workers. Direct workers will be engaged from the entire BiH.

*Timing of labor requirements*: Direct workers (PIU staff) will be required for the whole project duration (some staff will join PIU during implementation). Other experts/consultants will be hired on demand basis throughout the project implementation.

**Contracted workers.** Contracted workers will be engaged or employed by third parties’ i.e. contractors, sub-contractors[[2]](#footnote-2) (to the extent that such sub-contracting is permitted under the parent contracts) and service providers/consultants needed for project implementation and these imply professionals and support staff provided by the Contractor or Consultants or by any Sub-Contractor or Sub-Consultants assigned to perform the services or any part thereof. The contractual and legal relationship between the third parties and the PIU will be established through contracts awarded in line with the standard procurement procedures and bidding documents of the World Bank for specific project activities. These workers may be engaged under design, construction, supervision, installation of equipment. Each contract will be managed separately in terms of labor and working conditions. The majority of contracted workers for ARCP will be engaged under sub-component 2.2 of the Project which involves intensive construction work. Other contracted workers will include those engaged by consultancy firms, IT companies, educational institutions, etc. Contracted workers within ARCP project also include workers engaged by the beneficiaries of the matching grant schemes under the sub-component 2.1.

*The number of contracted workers* is estimated toapproximately 140.

*Characteristics of contracted workers.* Workers engaged in construction contracts will be a mixture of unskilled laborers, with semiskilled and skilled positions. Tasks such as land clearing, foundation excavation and installation, land restoration, etc. will be done by unskilled and semiskilled workers, while skilled workers will be engaged as managers, engineers, equipment and driver operators, electrical workers. Taking into account the nature of the construction projects and characteristics of labor force market in BiH, it is expected that the number of female workers will be low. Women will be engaged as managers, engineers, and administration staff. Contracted workers will be engaged from the entire BiH. Majority of unskilled labor is likely to come from local communities, while other workers are expected to come from other parts of BiH.

*Timing of labor requirements*: Contracted workers timing requirements will vary by assignment. They will generally be for a minimum of one year and potentially for several years during project implementation. Timeframe for awarding contracts for construction works, service provisions and good supplies is currently unknown.

* **Primary suppliers** are likely to be engaged on the project providing supplies of construction materials for civil works to be supported by the project (irrigation schemes under sub-component 2.2). There will probably be a smaller number of such suppliers who will supply these materials continuously throughout the Project implementation. Primary suppliers are also likely to supply other inputs for the Project, for example, seeds, fertilizers that may be used on continuous basis by the laboratories (under sub-component 3.1).

*Characteristics of primary supply workers:* These could be national and international (regional) companies. All primary suppliers must be formal businesses who procure and produce materials subject to high standards. Workers engaged by primary suppliers for procuring said goods and materials are defined as primary supply workers. As part of the procurement of such essential materials from primary suppliers, the contractor will assess if significant risk of child labor or forced labor, and of safety risks, exist, and if so, take appropriate steps to remedy them.

The table below presents number and characteristics of project workers, timing of labor requirements. Data shall be updated by the PIU subsequently, after more precise data on engaged direct workers and contracted workers become known.

Table 1 Overview of Project workers

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Category of workers | Number of Project workers | Type of tasks | Necessary skills | Timing of labor requirements | Location |
| Direct workers:  a) PIU  b) External consultants | a) 17  b) 20 | a) Office and administrative tasks  b) Office and field consulting tasks | a) Managerial skills  b) Knowledge in the specific technical areas. | a) Continuously engaged  b) On demand basis throughout the project implementation | a) Sarajevo  b) From entire BiH |
| Contracted workers | Approx. 140 | Office and field tasks | Advanced technical skills (agriculture, construction of infrastructure) | Unknown at this project stage | From entire BiH |
| Primary supply workers | Unknown at this project stage | Supply of project goods or materials essential for the core functions of the project | Expertise in supply of materials and goods for irrigation shemes and laboratories | Unknown at this project stage | National and international (regional) companies |

## ASSESSMENT OF KEY POTENTIAL LABOR RISKS

### 5.1. Project activities

The project will support numerous technical assistance activities in the filed of agriculture, as well as specific labor-intensive public work activities that will help improve the country’s irrigation and drainage systems development and management and strengthen climate-smart agricultural practices as two core elements of the resilience and adaptation agenda in agriculture.

The types of project activities to be implemented within the project are presented below:

* TA to enhance Agriculture Information Systems;
* TA to enhance capacity to produce certified seeds and seedlings, and improvement of extension services;
* TA to aggregators and farmers (in selected sub-sectors: fruits and vegetables, and dairy) within the Matching Grants scheme activity, to comply with market requirements;
* Various investments under the Matching Grants could include: provision of adequate agriculture inputs (fertilizers, seeds), greenhouses, investments in energy-efficient cold-storage rooms for the preservation of produce, vegetable and fruits washing/cleaning equipment and technologies, equipment for drying of fruits and vegetables, refrigerated vehicles for improved transport conditions along the value chains, or investments in canning facilities at farmer community or aggregator level, investments in selected local markets to reduce losses and waste;
* Construction of intake structures, main and secondary irrigation and drainage networks;
* TA to improve capacities of project benefitting municipalities and cantons, and establishing and strengthening participating of Water Users Associations (WUAs), municipal level public utility companies or joint WUA/public utility companies to participate in the operation and maintenance of the systems rehabilitated or constructed under the project;
* TA for developing a database of all irrigation systems, including GIS mapping;
* TA for to strengthen the food systems addressing quality and safety standards related to animal health protection, food safety and security and plant health protection with corresponding laboratories;
* TA for development and upgrading of IT software and hardware systems for improving Food and Feed Safety Standards in the country;
* Project management and capacity building.

### 5.2. Key Labor Risks

Key labor risks may be divided as those associated with office work (office-based activities) and those associated with construction activities (construction site-based activities).

It is expected that **direct workers** (PIU and external consultants) within the framework of the Project would perform office operations primarily, in addition to occasional field visits to sub-project locations. Given the nature of activities performed by this category of workers which is mainly office-based, the risks upon the health and safety are minimal or negligible, and may include: i) excessive duration in a seated position and glare, and ii) potential work overload and long work hours. Other risks in relation to work in civil service and consultant business are, in general, very small in FBiH (for instance, irregular payment for work, informal labor or labor of minors are not practiced). The office work related risks can be mitigated or reduced through improved organization of work processes and regular HR policies.

The risk for direct workers may also be the risk of infectious/transmissible disease (COVID-19). Interactions in the office environment, may pose a certain level of health and safety risk associated with COVID-19 infection, especially if proper hygiene, safety precautions (wearing a mask properly) and social distancing measures are not adhered to.

When it comes to **contracted workers**, the greatest risk will be present with the construction workers who will work on the construction/rehabilitation of intake structures, and irrigation and drainage systems, while other contracted workers, such as workers employed by consultancy firms, IT companies, educational institutions, etc., will be exposed to the same risks as direct workers.

Key labor risks associated with civil/mechanical/electrical works at construction sites include following occupational health and safety hazards, primarily including but not limited to:

* working at height;
* trip and fall hazards;
* excavations hazards;
* equipment falling on workers;
* lifting of heavy structures;
* hazards related to materials handling (e.g., lifting, struck by, crushed between, etc.);
* working on steep and treacherous terrain;
* work with electrical installation and equipment;
* exposure to toxic waste and gases, dust, noise and vibration;
* conditions in worker’s camps, if worker camps are foreseen (adequate water supply and sanitation facilities);
* risk of infectious/transmissible diseases (COVID-19);
* key OHS risk will also include accidental drowning since the works will be carried out near water bodies; and
* confined spaces due to pipeline works for modern pressurized systems.

FBiH legislation requires each employer to assess labor risks specific to each job/position. The employer is obliged to prepare an act on risk assessment at the workplace, which contains a description of the work process with an assessment of the risk of injuries or damage to health at the workplace and measures to eliminate or reduce risks to a minimum in order to improve safety and health at work. The employer is also obliged to perform training of workers related to safe work. With the use of protection equipment, proper training and organization of site, the risk of work-related injuries and occupational health can be significantly reduced.

As the construction activities involve potentially hazardous work, even after preventive and protective measures have been put in place, persons under the age of 18 will not be employed by the Project, to avoid any unnecessary risks.

The Project is assessed as low on gender‐based violence (Sexual Exploitation and Abuse/Sexual Harassment - SEA/SH) risk. Taking into account the nature of the construction projects and characteristics of labor force market in BiH, it is expected that the number of female workers at the construction sites will be very low. It is assumed that unskilled and semiskilled construction workers will be only men. Women could be engaged as managers, engineers, and administration staff. SEA/SH risks can intensify within local communities when there are large influxes of male workers from outside the area. However, the influx of workers at a single construction site is not expected to be large, as there will be 19 construction sites scattered throughout FBiH, and it is not expected to have adverse social impacts. The identified SEA/SH risks can be mitigated through disclosure and awareness raising on Code of Conduct, training of contracted workers on SEA/SH issues, as well as strengthening GRM with procedures to handle allegations of sexual exploitation and abuse and sexual harassment violation risks.

If other labor risks arise during subprojects implementation, this LMP will be appropriately amended to prevent further impacts.

**COVID-19 continued risk considerations**: All categories of workers may be involved in activities that raise COVID-19 exposure concerns, as most activities include physical contact between the workers and/or physical interactions with other people. To mitigate the risk, the project will overall follow applicable national guidance and WHO guidelines, and the Bank’s ESF/SAFEGUARDS INTERIM NOTE: COVID-19 CONSIDERATIONS IN CONSTRUCTION/CIVIL WORKS PROJECTS. The identification of the risks will assist designing appropriate mitigation measures to address those risks, such as controlling entry and exit from site/workplace, rearranging work tasks or reducing number of workers on the worksite to allow social/physical distancing, providing appropriate forms of personal protective equipment (PPE) and putting in place alternatives to direct contact – like teleworking or remote work and video conferences wherever possible.

## BRIEF OVERVIEW OF LABOR LEGISLATION: TERMS AND CONDITIONS

This section sets out the key aspects of FBiH labor legislation with regards to terms and conditions of work and how FBiH legislation applies to different categories of workers. The overview focuses on legislation which relates to the items set out in ESS2, paragraph 11 (i.e. wages, deductions and benefits).

Bosnia and Herzegovina is signatory to 83 ILO Conventions including the 8 Core Conventions. The key legislation that regulates the terms and conditions of employment in FBiH is the Labor Law of FBiH (“Official Gazette of FBiH”, No. 29/16 and 89/18).

**Terms and conditions of employment**. The Law guarantees the worker’s right to a fair salary and full compensation of salary for the period of annual holidays, official holidays, temporary inability to work due to injury at work or occupational disease. Workers are entitled to remuneration of salary during temporary inability to work caused by sickness or injury or other reasons provided for by the Law on Health Insurance (“Official Gazette of FBiH”, No. 30/97, 7/02, 70/08, 48/11, 100/14 and 36/18). Salary compensation during sick leave amounts to at least 80% of the salary, whereas salary compensation during sick leave for injuries at work, for diseases related to pregnancy and birth, and for organ transplantation amounts to 100% of the salary.

Workers are entitled to an increased salary for difficult working conditions, overtime work and night work, and for work on a weekly rest as well, holiday or any other day for which the law stipulates not to work, in accordance with the collective agreement, work regulations and employment contract.

The salary of workers and the elements for basic salary on the basis of working performance are determined by the collective agreement, the rulebook and the employment contract.

Employers are obliged to pay workers equal wages for work of equal value (same level of education, the same work ability, responsibility, physical and intellectual work, skills, working conditions and work results) regardless of their national, religious, sexual, political and trade union affiliation as well as other discriminatory grounds.

Full working hours amount to 40 hours per week and they can be allocated to max. six working days. The Law prescribes breaks during working hours, as well as daily (at least 12 hours) and weekly rest (at least 24 hours). For working longer than 6 hours a day, a worker shall be entitled to rest in the duration of at least 30 minutes.

Employer’s obligation is to register workers for pension and disability insurance, health insurance and insurance in case of unemployment.

**Nondiscrimination and equal opportunity.** The terms and conditions provided by the Law include prohibition of discrimination in terms of employment requirements and selection of candidates, education, training and professional development, promotion and employment contract termination. Discrimination of workers and job seekers is prohibited with regard to gender, sexual orientation, marital status, family obligations, age, disability, pregnancy, language, religion, political and other opinions, ethnic origin, social origin, financial status, birth, race, skin color, membership or lack of in political parties and trade unions, health status, or any other personal characteristic. Harassment and sexual harassment are also prohibited.

**Worker’s organizations**. Workers are entitled, at their own discretion, to organize a union and join one, in accordance with the statute or rules of that union. Workers or employers are free to decide on their joining or withdrawing from trade unions or employers' associations.

**Child labor and minimum age**. A person between 15 and 18 years of age may conclude an employment contract, i.e. be employed with the consent of a legal representative and provided that he/she obtains a medical certificate from an authorized doctor or a competent health institution proving that he has general health ability to work.

**Forced labor.** Sanctions for cases of force labor are provided in the Criminal Code of BiH[[3]](#footnote-3).

**Grievance mechanism**. The labor and employment legislation does not foresee grievance mechanisms as mandatory practice, but provides for judicial protection of employees in case of unfair or unlawful employment relationship practices instead. This issue is identified as the major gap between the FBiH legal framework and ESS2.

Table 2 Summary of WB requirements on labor terms and conditions and FBiH legal requirements

| ESS2 Item | ESS2 labor requirements | Provisions of FBiH Law on Labor |
| --- | --- | --- |
| Terms and conditions of employment | Clear and understandable documentation regarding terms and conditions of employment: hours of work, wages, overtime, compensation and benefits. | The employment contract is concluded in writing and contains terms and conditions of employment: hours of work, salary, salary supplements, salary compensation, job description, annual holiday, termination notice period. (Art. 24) |
| Payment of workers on a regular basis | The salary is paid after the work is done, in payment periods that cannot be longer than 30 days. (Art. 79) |
| Provision of adequate periods of rest per week, annual holiday and sick, maternity and family leave. | The worker is entitled to a weekly rest period of at least 24 hours continuously. (Art. 46)  The worker, for each calendar year, is entitled to paid annual leave for a minimum of 20 working days and a maximum of 30 working days. (Art. 47)  A worker is entitled to a paid leave for up to seven working days in one calendar year, in the case of: marriage, birth of a child, serious illness and death of a close family member. (Art 53)  During pregnancy, childbirth and child care, a woman is entitled to one year of uninterrupted maternity leave. (Art 62) |
| Written notice of termination of employment and details of severance payments in a timely manner. | Termination of the employment contract must be in writing.  A worker who has concluded an employment contract with an employer for an indefinite period of time, and whose employer terminates the employment contract after at least two years of uninterrupted work, unless the contract is terminated due to breach of employment or non-fulfillment of obligations by the employee, is entitled to severance pay. (Art. 111) |
| Payment of social security benefits, pension contributions and any other entitlements. | The worker is entitled to pension and disability insurance, health insurance and unemployment insurance. (Art. 4) |
| Nondiscrimination and equal opportunity | 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. | Discrimination is prohibited in relation to: conditions for employment and selection of candidates for a particular job; working conditions and all employment rights; education, training and advancement; work promotion; termination of employment contracts. (Art. 10) |
| Provision of measures to prevent and address harassment,  intimidation and/or exploitation. | Harassment or sexual harassment, gender-based violence, as well as systematic harassment at work or in connection with the work (mobbing) of workers and persons seeking employment with the employer are prohibited. (Art. 9) |
| Provision of measures of protection and assistance to address the vulnerabilities of project workers, including specific groups of workers, such as women, people with disabilities, migrant workers and children. | A woman cannot be employed in underground jobs (in mines). (Art. 59)  Provisions related to women’s right during pregnancy and maternity leave are provided in articles 60-68.  Workers with working disability (category II invalid) are entitled to a new employment contract for job position for which the employee is capable. (Art. 73)  A minor may not work on particularly heavy physical work, work underground or under water, or on other work that could adversely and with increased risk affect his life and health. (Art. 57) |
| Worker’s organizations | Workers are entitled to form and to join workers’ organizations of their choosing and to bargain collectively  without interference. | Workers are entitled, at their own discretion, to organize a union and join one, in accordance with the statute or rules of that union. (Art. 14)  Workers or employers are free to decide on their joining or withdrawing from trade unions or employers' associations. (Art. 15) |
| Child labor and minimum age | A child over the minimum age and under the age of 18 will not be employed or engaged in connection with the project in a manner that is 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. | A person between 15 and 18 years of age may conclude an employment contract, ie be employed with the consent of a legal representative and provided that he/she obtains a medical certificate from an authorized doctor or a competent health institution proving that he has general health ability to work. (Art. 20)  BiH is signatory to the Worst Forms of Child Labour Convention |
| Forced labor | Forced labor, which consists of any work or service not voluntarily performed that is exacted from an individual under threat of force or penalty, will not be used in connection with the project. | No specific provisions on force labor are given in FBiH Law on Labor. However, in the Criminal Code of BiH (“Official Gazette of BiH”, No. 3/03, 32/03, 37/03, 54/04, 61/04, 30/05, 53/06, 55/06, 8/10, 47/14, 22/15, 40/15, 35/18) sanctions are defined for forced labor (Art. 186). Furthermore, BiH is signatory to the ILO Forced Labor Convention and the Abolition of Forced Labor Convention. |
| Grievance mechanism | A grievance mechanism will be provided for all direct workers and contracted workers (and, where relevant, their organizations) to raise workplace concerns. | According to the FBiH Law on Labor or other national legislation, there is no specific requirement for establishing specific grievance mechanism for workers (as required by ESS2). However, the Law does foresee rights of workers to appeal to the court.  Namely, a worker who believes that his/her employer has violated his/her worker’s rights may demand from the employer the exercise of that right. If the employer does not comply with this request within 30 days from the day of submitting the request or from the day of reaching an agreement on the peaceful settlement of the dispute, the employee may file a lawsuit before the competent court within a further 90 days. (Art. 114) |

## BRIEF OVERVIEW OF LABOR LEGISLATION: OCCUPATIONAL HEALTH AND SAFETY

This section sets out the key aspects of the FBiH labor legislation with regards to occupational health and safety, and how national legislation applies to the different categories of workers. The overview focuses on legislation which relates to the items set out in ESS2, paragraphs 24 to 30.

The legislation that regulates the occupational health and safety in FBiH is Law on Protection at Work (“Official Gazette of FBiH”, No. 79/2020).

This Law stipulates **general rules and measures for protection at work** related to manufacture of means of work, inspection and testing of equipment, training and informing workers, as well as establishing cooperation in labor relation, a ban on placing workers at a disadvantages and other measures and requirements that can prevent risks at work. Such requirements refer to protection against mechanical hazards and physical harmful influences, ensuring cleanness and means for hygiene, ensuring mechanical resistance, necessary working space, prescribed lightning, temperature and necessary roads for passage, transport and evacuation.

The Law stipulates the **obligations and responsibilities of the employer** in relation to: ensuring safety and health at work (general obligations, special obligations of protection, and training for employees); ensuring preventive measures for workers in order to create safe and healthy working environment (ensuring first aid, providing workers with means and equipment for work and ensuring regular inspections of such means, work premises and microclimate in the workplace as well); assessing and mitigating labor-related risks and hazards; providing appointment of persons (OHS officers) to perform work related to the prevention of risks at work and the protection of workers' health; informing workers, trade unions and OHS Commissioner on potential dangers and harms and to provide medical check‐ups for workers in order to determine their abilities and health; keeping records related to protection at work; etc.

The Law also regulates the **rights and obligations of workers**, the way of organizing the task of occupational safety and health, complying with rules of safety and health at work.

**Vulnerable groups**, such as pregnant women, mothers or nursing mothers, minors, persons with disabilities, as well as workers with changed working capacity in terms of pension and disability insurance regulations, are not allowed to work in jobs where there is a risk to their physical and mental health and life and in a difficult working condition.

Table 3 Summary of WB requirements on OHS and FBiH legal requirements

| ESS2 Item | ESS2 OHS requirements | Provisions of FBiH Law on Protection at Work |
| --- | --- | --- |
| Occupational Health and Safety | The OHS measures will be designed and implemented to address:  (a) identification of potential hazards to project workers, particularly those that may be life threatening; | The employer is obliged to prepare **an act on risk assessment** at the workplace, which contains a description of the work process with an assessment of the risk of injuries or damage to health at the workplace and measures to eliminate or reduce risks to a minimum in order to improve safety and health at work. (Art 23)  The employer is obliged to examine the working environment, ie to assess the risks and ensure the protection of the health and safety of workers exposed to physical, chemical and biological hazards at work. (Art 25)  The employer who uses, produces, processes, ie stores hazardous substances must, in accordance with the risk assessment, apply the rules of safety at work. (Art 26) |
| (b) provision of preventive and protective measures, including modification, substitution, or elimination of hazardous conditions or substances; | When organizing work and work process, the employer is obliged to provide preventive measures to protect the lives and health of employees, as well as the necessary material resources for their implementation. The employer is obliged to ensure preventive measures before the start of work, during work, as well as at any change in the technological procedure, by choosing working and production methods that ensure maximum safety and health at work, based on the application of regulations in the field of safety and health at work, labor relations, technical regulations and standards, regulations in the field of health care, etc. (Art. 20)  Article 21 further states the principles in the implementation of occupational safety measures. |
| (c) training of project workers and maintenance of training records; | The employer is obliged to train workers for safe work (Art. 46, 49) |
| (d) documentation and reporting of occupational accidents, diseases and incidents; | The employer is obliged to inform the competent labor inspection of any death, accident that struck one or more workers, serious injury, professional illness, any occurrence or disease affecting more than one worker and any occurrence which could endanger the life or health of workers at work. (Art. 22)  The employer is obliged to keep records injuries at work, occupational diseases, deaths and their causes and to report to the competent labor inspection on annual basis. (Art 61)  The employer is obliged to immediately notify the competent labor inspection of any death, serious injury at work, occupational disease and any occurrence that could endanger the life or health of workers at work. (Art 63) |
| (e) emergency prevention and preparedness and response arrangements to emergency situations; | Provisions related to fire protection, evacuation of workers, serious and imminent danger, are provided in articles 36-39. |
| (f) remedies for adverse impacts such as occupational injuries, deaths, disability and disease | The employer shall insure against the risk of accidents and injuries at work the workers who perform jobs with increased risk, determined by the internal act on safety at work, in order to provide compensation for damage, in accordance with the law. (Art. 73) |
| Working environment | All parties who employ or engage project workers will develop and implement **procedures** to establish and maintain a safe working environment | The employer is obliged by its internal act on occupational safety to determine the organization of occupational safety, prevention and protection rules, jobs with increased risk, jobs where the measure of shortening working hours is implemented, the manner of determining the health status of workers working at high risk, and other workers, means and equipment of personal protection belonging to the worker, and the rights, obligations and responsibilities of workers for safety at work and other workers in this field, as well as other issues of importance for safety and health at work. (Art. 23) |
| Workplace processes | Workplace processes will be put in place for project workers to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health. | The worker has the right to refuse to work if he considers that he is in imminent danger to life and health and is obliged to immediately inform his immediate supervisor and / or the appointed worker for safety at work, the competent labor inspector and the worker's representative. (Art. 53)  If the employee does not meet the special health requirements for performing jobs with increased risk, the employer is obliged to transfer him to another job that corresponds to his health abilities, if such a job exists with the employer. (Art 59) |
| Facilities and Accommodation | Project workers will be provided with facilities appropriate to the circumstances of their work, including access to canteens, hygiene facilities, and appropriate areas for rest. | Article 9 states provisions related to: ensuring the necessary work surface and work space, providing the necessary paths for the passage, transport and evacuation of workers and other persons, ensuring cleanliness, ensuring the prescribed temperature and humidity and limiting the speed of air flow, ensuring the prescribed lighting, noise and vibration protection, protection from harmful atmospheric and climatic influences, protection against physical, chemical and biological harmful influences, protection against excessive exertion, protection against electromagnetic and other radiation, and provision of premises and devices for personal hygiene. |
| Collaboration of parties engaging project same workers and /or at the same location | Where project workers are employed or engaged by more than one party and are working together in one location, the parties who employ or engage the workers will collaborate in applying the OHS requirements, without prejudice to the responsibility of each party for the health and safety of its own workers. | In the event that several employers perform activities at the same place of work, they are obliged to cooperate, taking into account the nature of the activity, in order to implement the provisions on safety and health at work. (Art. 30) |
| OHS review, workplace risk identification and response | A system for **regular review** of OSH performance and the working environment will be put in place and include identification of safety and health hazards and risks, implementation of effective methods for responding to identified hazards and risks, setting priorities for taking action, and evaluation of results. | There are provisions related to the inspection over the OHS performance of the employers which is performed by the relevant inspection body. (Art 77-80) |

## RESPONSIBLE STAFF

Project Implementation Unit (PIU) housed under the Ministry of Agriculture, Water Management and Forestry shall be responsible for overall supervision and coordination for project implementation as well as monitoring and reporting on the project, including monitoring of compliance of the Project with this Labor Management Procedure.

**Responsibilities of PIU** (the appointed Project Manager), in accordance with this Labor Management Procedure, are the following:

* Implement and monitor this Procedure;
* Updating this Procedure when necessary, in the course of preparation, development and implementation of the Project, as well as in case the national legislation changes in any aspects of importance for this Procedure;
* Engage and manage Ministry employees and external consultants;
* Ensure the contracts with the contractors are developed in line with the provisions of this LMP and the project’s ESMF;
* Ensure that all contractors comply with the LMP and prepare Occupational Health and Safety Plans before mobilizing;
* Monitor that the contractors are meeting obligations towards contracted and sub‐contracted workers;
* Monitor contractors and subcontractors’ implementation of labor management procedures;
* Monitor compliance with OHS standards at all workplaces in line with OHS legislation of FBiH;
* Ensure that the grievance mechanisms for project workers is established, monitor and report on its implementation;
* Ensure third parties adopt Code of Conducts (including SEA/SH Code of Conduct), and monitor its implementation;
* Ensure that all activities should be accompanied with COVID-19 related awareness raising information;
* Consider other channels of communication, due to COVID-19, when conducting stakeholder consultations and engagement activities, including but not limited to: avoiding public gathering taking into account national/local restrictions; keeping small group meetings and should be held outdoors, with appropriate distancing between attendees; wearing of face masks and making alcohol-based sanitizers available; if small gatherings are not permitted, hold meetings and other means of communication via online channel.

**Responsibilities of the contractors** (the appointed Responsible Construction Manager) are the following:

* Ensure compliance of their policies and procedures with FBiH legislation on labor and OHS;
* Ensure establishment and maintenance of mechanism for grievance management in compliance with the requirements of this LMP. GRM shall be sensitized to uptake of SEA/SH related grievances;
* Develop Occupational Health and Safety Plan that will apply to contracted workers;
* Supervise their subcontractors’ implementation of labor management procedures and Occupational Health and Safety Plans;
* Maintain records of recruitment and employment process of contracted workers;
* Ensure all contracted workers are acquainted with the terms of employment, Code of Conduct and SEA/SH Code of Conduct prior to commencement of work;
* Ensure provision of training to contracted workers (health and safety training, SEA/SH training, etc.) and maintenance of training records;
* Have a system for regular monitoring and reporting on labor and occupational safety and health performance.

For each of the sub-projects including construction works, the PIU will engage Supervision Consultant to supervise construction/rehabilitation works (required also by the FBiH Law on Construction). The procedure for selecting supervision of works will be performed according to the WB document "World Bank Procurement Regulations for IPF Borrowers" for goods, works, non-consulting and consulting services.

The Supervision Consultant (the appointed Responsible Engineer) will oversee labor and safety performance on a daily basis, on the behalf of the Employer (PIU). The ESMP for each sub-project will require the Supervision Consultant to employ qualified experts for such oversight and to report on performance to the PIU on a monthly basis.

## POLICIES AND PROCEDURES

The policies and procedures adopted for this Project shall enable achievement of ESS2 objectives and compliance with FBiH Labor Law.

The main policies and procedure for **employment‐related labor aspects** that will be followed during the implementation of the project are:

* The project promotes fair treatment, non‐discrimination and equal opportunity of project workers.
* Gender, language, age, pregnancy, health condition, ethnic origin, religion, marital status, sexual orientation, political or other belief, financial status, social background, membership in political organizations and/or trade unions, cannot be taken into consideration when making decision regarding employment.
* Minimum age for employment is 18, and in case of employment of a person of age 15 to 18, compliance with legislated obligations (i.e. that consent must be acquired of legal representative and medical certificate for such an employee, that those employees cannot work overnight and on demanding tasks).
* Clear jobs description will be provided in advance of recruitment and will explain the skills required for each post.
* Workers will have written contracts describing terms and conditions of work and they must be registered for pension and disability insurance, health insurance and insurance in case of unemployment. Depending on origin of the employer and employee the contracts will be developed in corresponding language understandable for both parties.
* The contracted workers will not pay any hiring fees. If any hiring fees are to be incurred, these will be paid by their Employer.
* Contracts shall contain as a minimum all the mandatory provisions of FBiH Labor Law, and any provision to achieve the requirements of this LMP and ESS2.
* Workers are entitled to a regular salary, as well as to compensation of salary for periods of absence from work or specific conditions of work (nighttime work, overtime work, etc.).
* Workers are entitled to rest during working hours, daily rest, weekly rest and annual holidays as prescribed under the law.
* Compliance with working hours of 40 hours per week, and in case of necessity of overtime work (8 hours per week at the maximum in FBiH) increase of worker’s salary.
* In no way contracted workers will be prevented from joining a trade union or any other worker organization.
* Workers are entitled to fair treatment and protection from harassment and sexual harassment and abuse at work.
* The grievance mechanism shall be in place to enable the project worker to file grievances/concerns. The grievance mechanism shall be free of language and cultural barriers.
* Compliance with legislated deadlines and conditions for notices (i.e., that a notice is given in writing along with an explanation, that a notice cannot be given because of unjustified reasons, such as lodging a complaint on the part of the worker, that the notice period cannot be shorter than 14 days.
* Child and forced labor will not be allowed under this Project.

The following policies and procedures for **OHS related aspects** will be followed:

* Workers shall be acquainted with regulations for safety and health at work.
* Provide a safe workplace and risk assessment procedure will be completed before the commence of any activities.
* Refuse to work policy.
* Implementation of measures of protection at work and safety for jobs with increased risk of injury and damage to health, as well as organization of training for workers in such jobs.
* Keep records of workers who are working on tasks with increased risk of injury and harm to health.
* Provide workers with task‐appropriate personal protective equipment (PPE) without costs for workers.
* Ensure that workers follow procedure on obligatory use of PPE and that they have received training in accordance with OHS law, adding COVID‐19 specific considerations.
* Develop emergency response procedure.
* Contractors shall appoint OHS staff that will be responsible for the implementation and supervision of the OHS program.
* Equipment and other means for work shall be ensured, as well as adequate work premises.
* Provide accommodation arrangements for workers, and ensure these are adequate in terms of: good hygiene standards, with fresh drinking water, clean beds, restrooms and showers, clean bedrooms, good illumination, lockers, proper ventilation, safe electrical installation, fire and lightening protection, separate cooking and eating areas. There will be separate facilities provided for men and women.
* First aid on site must be provided.
* Danger warning signs and general warning signs shall be placed at workplaces, on work equipment and associated installations, in accordance with special regulations.
* Contractors will control the access to the construction site only to authorized people.
* Newly engaged workers will complete induction OHS training before having access to the construction site.
* Contractors will develop and implement **Code of Conduct**. The contractor should also submit the Code of Conduct to Supervision Consultant for review and approval. The Code of Conduct will reflect the company’s core values and overall working culture. The content of the Code of Conduct is included in the World Bank Standard Bidding Documents and will include provisions relating to SEA/SH.
* Contractors will be required to prepare **Occupational Health and Safety (OHS) management plan**.
* Contractors will be required to provide the periodic information on the performance in terms of labor, occupational health and safety issues, incidents and accidents. The information will be included in the construction contractor’s monthly report and will be reviewed by the Supervision Consultant’s team.

The PIU will supplement the bidding documents with specific OHS standard requirement that all contractors and sub-contractors will meet under this project. The standards will be consistent with local regulations, WBG EHS guidelines (general and industry specific) and GIIP (Good International and Industry Practices). The following OHS standard requirements should as a minimum be required:

* Risk Assessment Procedure;
* Work permitting for hazardous work (working at heights, hot work, work on energized lines, work within confined spaces);
* Golden rules for life threatening works;
* Emergency response procedure;
* Fall prevention and working at heights;
* Excavations’ safety, Ladders and scaffolders safety; welding and cutting safety; Cranes, Derricks, and forklifts safety; power and hand tools safety;
* Respiratory prevention to chemical and airborne hazards (including dust, silica and asbestos); Electrical safety (hazardous energies control, lock out tag out, energy verification, safe distance work, wiring and design protection, grounding, circuit protection, arc fault protection, Electrical safety, PPE and dielectric tools); hazards communication; Noise and vibration safety; Steel erection safety; fire safety; material handling safety; concrete and masonry safety;
* Construction PPE;
* OHS training;
* Refuse to work policy.

The PIU will inform the Bank within 48 hours about any incident or accident related to the project which has, or is likely to have a significant adverse effect on the environment, the affected communities, the public or workers (labor, health and safety, or security incident, accident or circumstance), but no later than three calendar days after the occurrence of the event. Such events can include strikes or other labor protests, serious worker injuries or fatalities, project-caused injuries to community members or property damage. The PIU will prepare a report on the event and the corrective action and submit to the Bank within 30 calendar days of the event.

Supervision Consultant (on behalf of the PIU) will conduct periodic supervision of contractor’s OHS performance, including site visits, at least monthly. These supervisions will cover compliance with above mentioned standards, accidents, violations of golden rules, recommendations, and progress of ongoing corrective actions. The PIU will include in the contract(s) as requirement for contractors to report on issues such as number of accidents rates, near misses, severity rates, number of recurring non-compliances, violations of Golden rules, fatalities and serious injuries; and penalties for non-compliance. The Supervision Consultant will review and approve contractors’ safety plans and procedures.

Contractors shall use the recommended format for Report on Compliance with Conditions of Work with ESS2, provided in **Annex A** of the LMP, to prepare reports on labor & OHS issues.

The following **COVID-19 considerations** **and provisions** will apply for: direct workers, contracted workers, and primary suppliers:

* Wherever possible, given the type of work, organize work from home;
* The health conditions of the workers will be assessed prior to engaging them in the Project, and sick workers will be refused entry to the office premises;
* Entry/exit to site or the workplace will be minimized, and measures will be put in place to limit contact between workers and the community/general public;
* Trainings for workers on hygiene and other preventative measures will be carried out, and a communication strategy for regular updates on COVID-19;
* Adjustments will be made to work practices to reduce the number of workers and increase social distancing;
* Procedure to follow if a worker becomes sick (following WHO guidelines) will be established and followed;
* Adequate supplies of PPE (masks), hand washing facility, soap and/or alcohol-based sanitizer, will be made available at the office premises/worksites;
* Allocate a separate enclosed space for isolation if a worker is found to be suspected of infection until that person is directed to the medical facility for treatment.

While preparing the site-specific plans involving labor, the following guidance materials will be used:

* WHO IPC interim guidance: For guidance on infection prevention and control (IPC) strategies for use when COVID-19 is suspected;
* WHO interim guidance on use of PPE for COVID-19: For rational use of PPE;
* WHO guidance getting your workplace ready for COVID-19: For workplace-related advice;
* WHO interim guidance: For guidance on water, sanitation and health care waste relevant to viruses, including COVID-19.

## AGE OF EMPLOYMENT

BiH is a signatory of ILO conventions on child labor. Minimum age for the employment in FBiH is 18. The Law of Labor of FBiH prohibits persons under the age of 18 to be engaged in hazardous work. As prescribed by the Law of Labor of FBiH a labor contract can be concluded in exceptional cases with a person who is 15 to 18 years of age, if they fulfill the following conditions:

* consent of the legal representative;
* health certificate proving that the person is capable to work,
* the tasks must not jeopardize the minor’s life, his/her health, development or ethics.

The minimum age of employment for this project will be 18 and in the recruitment process of contracted and direct workers, candidates shall be asked to provide:

* a document confirming the age of the person (a birth certificate and/or health insurance card);
* written statement on age;
* personal identification card or passport,
* school certificate.

If it is determined that a minor is engaged on such project activities, the PIU shall inform the competent labor inspectorate and terminate the employment in a responsible manner taking into account the best interest of the child. No other restriction regarding the age will be imposed during employment.

## TERMS AND CONDITIONS

The Labor Law of FBiH shall guide the terms of conditions of employment and engagement of Project workers, as supplemented by this LMP to cover the few gaps to comply to the full extent with requirements of the ESS2.

For all Project worker the terms and conditions of employment or engagement of the project worker must meet inter alia the following standards:

* Project workers shall have employment contracts in writing that contain a description of conditions of employment, including mandatory registration for pension and disability insurance, health insurance and insurance in case of unemployment.
* Project workers may be employed or engaged on the project only after, negotiating, signing and receiving a copy of an employment contract or engagement agreement containing information required by the law and this LMP.
* Project workers shall be informed in advance about the job, working hours, salaries and compensation.
* Project workers shall be entitled to a regular salary, as well as to compensation of salary for periods from work or specific condition of work (nighttime work, overtime work, work with difficult working conditions, work during weekends and holidays).
* Project workers will work 8 or fewer hours a day, with payment of overtime.
* Any work longer than 8 hours shall be considered overtime work and the project workers should receive compensation for the hours of overtime work. The project worker cannot work more than 12 hours a day.
* The project worker is entitled to a daily rest of at least 12 hours within 24 hours and to a weekly rest as well, of at least 24 consecutive hours.
* Average weekly hours of work in a six‐month period cannot exceed 40 hours.
* The project worker is entitled to annual, sick, maternity and family leave, as required by the FBiH legislation. Where the national legislation does not stipulate entitlement to leaves on any ground (i.e. temporary or seasonal work), the contracted party will provide the project worker, at his/her request, with a reasonable period of leave taking into consideration all the circumstances.
* The employer will be responsible for taking preventive and protective measures to ensure a safe and healthy work environment and informing project workers on all the relevant issues and conditions affecting his/her health and safety at work. Project workers will respect regulations relating to safety and protection of life and health at work in order not to put in danger his life and health and health of others.
* An employment contract or engagement agreement ends on the date of its expiry, unless both parties have agreed otherwise. In case of an early termination, a written notice will be submitted at least 15 days in advance. The termination of employment contract and payment of any related entitlements will be done in compliance with the FBiH legislation.
* The employer shall provide adequate PPE for project workers and organize OHS training, in line with FBiH OHS legislation and the latest WHO guidelines and recommendations.
* The employer shall prevent discrimination, harassment, sexual harassment and abuse at work and ensure equal treatment and equal opportunity for all.
* The employer shall be responsible for taking required measures in order to ensure a safe and healthy work environment and is obliged to inform project workers on all the relevant issues and conditions affecting their health and safety at work.
* All project workers will be aware of GRM, sensitized to uptake of SEA/SH related grievances, specified under this LMP and will be able to raise their grievances, in their native language.
* Project workers have the right to form or join union or other organizations, in accordance with the FBiH legislation. The employer shall not interfere with the worker’s right to choose the organization or to opt for an alternative mechanism to protect their rights with regard to working conditions and terms of employment.

## GRIEVANCE REDRESS MECHANISM

The FBiH Law on Labor does not foresee grievance mechanisms as mandatory practice, but instead provides for judicial protection of employees in case of unfair or unlawful employment relationship practices.

The Law on Peaceful Settlement of Labor Disputes (“Official Gazette of FBiH”, No. 26/16) allows for settlement of both individual and collective grievances and claims arising from the employment relationship and work situations without referring to judiciary through mediation of mediators and arbiters and agreement of the parties involved.

Law on Prohibition of Discrimination BiH (“Official Gazette of BiH”, No. 59/09, 66/16) provides clear procedures to be followed in any case of discriminatory actions, unjust treatment or concerns over non-compliance with the law.

The above stated mechanisms provided by the BiH and FBiH legislation are considered as minimum standard to be achieved in addressing labor dissatisfaction and perceived maltreatment.

In accordance with ESS2, the grievance redress mechanism (GRM) should be provided for all direct and contracted workers, with the aim to address workplace concerns. The main objective of a worker GRM is to ensure timely, effective and efficient resolution of complaints and grievances related to labor and working conditions.

For **direct workers (civil servants)** in FBiH there is already established appeal boards for workers’ complaints at the respective ministry. The Civil Service Appeal Board is an independent authority for performing activities stipulated under the Law on Civil Service of FBiH. In case a worker believes that any of his/her rights are violated, she/he can lodge an appeal within 15 days from the date learning about the violations of his/her rights. According to the Board Rules of Procedure appeals can be directly submitted or mailed to the body whose decision is challenged (the first instance authority). The first instance authority shall examine whether an appeal is admissible and timely submitted by an authorized person. Within eight days from the date of receipt of the appeal, the first authority submits to the Civil Service Appeal Board all files related to the case. The Appeal Board shall reach its decision within 60 days of the receipt of the appeal and the files related to the first instance decision.

For **direct workers (external consultants)**, recruited by PIU, a grievance mechanism shall be conceived and housed by the PIU. If a grievance mechanism is already in place within the PIU under another WB-funded project, the same will be used for the ARCP project as well. This grievance mechanism shall address workplace concerns specifying procedures as to whom a direct worker should lodge the grievance, the time frame for receiving a response or feedback and steps to refer to a more senior level, while allowing for transparency, confidentiality and non‐retribution practices. This category of workers shall be informed on available grievance mechanism, and shall receive a detailed description of the mandate, administration, uptake channels in writing and in a accessible language simultaneously with their engagement.

For **contracted workers**, a GRM shall be established in compliance with requirements of this LMP, ESS2 and Labor Law of FBiH unless such a mechanism is already existing in their organizations. Contractors shall develop their own GRM and resolve grievances of contracted workers. In the tender itself the potential contractors shall be informed that it would be expected to have such a mechanism. If the bidders already have a mechanism established, they should submit in their bid statement on its existence, and if they do not, contractors would be under obligations to establish it by the contract signing. The contract shall specify that the contractor is confirming that the GRM has been established and that all workers are informed of its existence.

Contracted workers will be informed about the existence of the GRM at the time of recruitment through written notifications, and subsequently through notice boards announcements, union communications, during regular and induction trainings.

The GRM shall include the following elements:

* Simplicity of procedure (possibility to provide comments, lodge complaints, proposals, informal grievances, etc.);
* Stipulated timeframes to respond to grievances and address cases;
* A grievance log to register and track timely resolution of grievances;
* Anonymous grievances shall be treated equal to those that are not anonymous;
* Right to accompaniment by colleagues and/or trade union representative;
* The management shall treat grievances seriously and undertake appropriate actions;
* Possibility of submitting a second‐instance grievance in case the worker is not satisfied with the solution offered.

The Supervision Consultant will monitor the contractors’ recording and resolution of grievances, and report these to PIU in their monthly progress reports.

The grievance redress mechanism will be transparent and allow workers to express their concerns and file grievances even anonymously. Additionally, there will be no discrimination or sanctions against those who express grievances and grievances will be treated confidentially. The GRM template is provided in the **Annex D** of this LMP.

The grievance redress mechanism should not impede access to other judicial or administrative legal remedies that could be accessible in accordance with the law or through existing arbitration proceedings or replace grievance mechanisms that are provided through collective agreements.

## CONTRACTOR[[4]](#footnote-4) MANAGEMENT

The PIU will use the Bank’s 2017 Standard Procurement Documents for solicitations and contracts, and these include labor and occupational, health and safety requirements.

The PIU shall ensure that the contractors are legitimate and reliable entities, and that any written labor procedures the contractors have in place are in compliance with this Procedure.

**As part of the selection process**, the PIU shall carry out a due diligence process and may review the following information:

* Information in public records, for example, corporate registers and public documents relating to violations of applicable labor law, including reports from labor inspectorates and other enforcement bodies;
* Business licenses, registration, permits and approvals;
* Documents relating to a labor management system, including OHS issues, for example, labor management procedures;
* Copies of previous contracts with contractors and suppliers, showing inclusion of provisions and terms reflecting ESS2.

**During implementation of the Contracts** the following shall be reviewed:

* Identifications of labor management, safety, and health personnel, their qualifications and certifications;
* Workers’ certifications/permits/training to perform required work;
* Records of safety and health violations, and responses;
* Worker payroll records, including hours worked and pay received.

The PIU can, if they deem necessary, request **contractors to submit additional documentation**, including, without limitation, the following:

* Written policies on labor, Code of Conduct and SEA/SH Code of Conduct;
* Reports of labor inspection and other authorities;
* OHS records, including entries on accidents and fatalities, as well as information provided to competent authorities.

Contractors’ labor management shall be monitored on the basis of Reports on Compliance of Conditions of Work with the ESS2, which the contractors shall submit to the PIU on a quarterly basis. The format of the report is provided in **Annex A**. In case any irregularities are found on the basis of these reports or through the mechanism for grievance management, the PIU shall inform the competent labor inspectorate.

Contracts concluded with contractors shall contain provisions on mandatory compliance with relevant legislation on labor and OHS, as well as the obligation to establish a grievance redress mechanism for workers (if such a mechanism is not already in place) in the manner defined in this LMP.

Monitoring of contracts concluded with contractors shall include periodic audits and spot checks of work sites and labor management records and reports. Contractor’s labor management records and reports may include: (i) a representative sample of employment contracts or arrangements between third parties and contracted workers; (ii) records relating to grievances received and their resolution; (iii) reports relating to safety inspections, including fatalities and incidents, and implementation of corrective actions; (iv) records of training provided for contracted workers to explain labor and working conditions and OHS related to the project. In the contractual agreements with contractors/subcontractors the PIU shall include appropriate non‐compliance remedies, such as termination of the contract should the contractor fail, within the reasonable time given, to comply with any notice to correct related inter alia to compliance with the Labor Law of FBiH, OHS law and this LMP. The third parties’ statement/template on compliance with provisions of labor legislation and the Project’s LMP is given in **Annex B**.

## PRIMARY SUPPLIERS

The primary suppliers will be the companies that shall provide various construction materials (such as crushed stone, geotextile, sand, gravel, etc.) and various equipment as envisaged by the Project components. For any supply chain adequate management systems and controls must be in place to ensure compliance with the national/entity law and the requirements of ESS2 (in the area of child labor, forced labor and serious safety issues which may arise in relation to primary suppliers).

When purchasing materials from primary suppliers, the contractor will require such suppliers to identify the risk of child labor, force labor and serious safety risks in producing the construction materials. If any of these risks are identified in relation to primary suppliers, the PIU will require the primary supplier to take appropriate steps to remedy them. Such mitigation measures will be monitored periodically. In the case mitigation measures are found to be ineffective, the PIU will, within a reasonable period, shift the project’s primary suppliers that can demonstrate that they are meeting the relevant requirements. The primary suppliers’ statement of compliance with provisions of labor legislation and the Project’s LMP related to child labor, forced labor and OHS is given in **Annex C**.

Third parties will be required through the provisions of the ESMF to ensure their suppliers and subcontractors comply with the entity/national law and to ensure that Employees of any Suppliers or subcontractors are adequately trained on the requirements covered in the law. The PIU reserves the rights to verify compliance with the requirements set by a combination of mechanisms including but not limited to self‐assessments, surveys, site‐visits or audits. Relevant Records must therefore maintain relevant records to demonstrate compliance and if necessary, allow access to their own and their suppliers’ and subcontractors’ premises for authorized representatives of the PIU.

Once the Project advances the provisions of the LMP covering management of labor and working condition risk of Primary Suppliers shall be expanded and updated and based on the findings of the assessment detailed procedures established and included in the revised document.

# ANNEX A – COMPLIANCE REPORTING FORMAT

FORMAT FOR REPORT ON COMPLIANCE WITH CONDITIONS OF WORK WITH ESS2 for third parties engaging contracted workers

|  |
| --- |
| Assignment name: |
| Contract ref. No: |
| Contract period: Start date (M/D/Y) End date (M/D/Y) |
| Contractor/Service Supplier: |
| Reported period: |
| Date of report: |
| Signature of authorized person: |

**LABOR AND WORKING CONDITIONS COMPLIANCE REPORT**

Company employees[[5]](#footnote-5) statistics:

Total number of employee’s gender disaggregated[[6]](#footnote-6): M\_\_\_\_\_\_F\_\_\_\_\_\_\_

Number of employees with an employment contract out of total number of employees

Number of employees without an employment contract out of total number of employees

Number of employees with access to social security, pension and health insurance out of total number of employees

Number of employees who receives wages/salaries at least once a month out of total number of employees

Number of employees who left the company in the reported period out of total number of employees

Number of employees hired in the reported period

Number of hours worked per employee (monthly average)

Total overtime (monthly average per employee)

* Number of injuries at work (in reporting period and cumulative since contract start) out of total nr. of employees
* Number of fatalities at work (in reporting period and cumulative) out of total nr. of employees
* Number of reported violence out of total nr. of employees
* Number of reported harassment/ abuses out of total nr. of employees

Availability of an accessible and functioning employee grievance mechanism (Y/N)

Number of grievances raised with the GM (in reporting period and cumulative since contract start)

Number of grievances resolved by GM (in reporting period and cumulative since contract start)

Number of suits filed with regard to labor, employment and OHS issues

Number of disputes brought to peaceful settlement/ voluntary arbitration procedure

Number of visits by labor/ OHS inspection

Project workers statistics:

* Total number of project workers[[7]](#footnote-7):
* Number of project workers with an employment contract:
* Number of project workers without an employment contract:
* Number of project workers with access to social security, pension and health insurance verified by confirmation from registry:

Working and Labor Conditions Screening Check List

|  | Terms and conditions | Yes / No | Notes |
| --- | --- | --- | --- |
| 1 | All project workers have an employment contract or engagement agreement in writing. | Yes ¨  No ¨ | If “No” please specify and explain |
| 2 | All project workers are paid at least once a month | Yes ¨  No ¨ | If “No” please specify and explain |
| 3 | All project workers worked 8 hours a day, 40 hours a week | Yes ¨  No ¨ | If “No” please explain and specify the hours worked |
| 4 | All project workers had a regular daily and weekly rest | Yes ¨  No ¨ | If “No” please specify and explain |
| 5 | Number of project workers were terminated from employment with termination in line with national labor law and **ESS2** | Yes ¨  No ¨ | If “Yes” please specify number and explain conditions of termination |
| 6 | Number of project workers attended OHS related training programme | Yes ¨  No ¨ | If “Yes” please specify number and explain |
| 7 | Project workers were granted leaves they are entitled to | Yes ¨  No ¨ | If “Yes” Please specify the type and number of leaves |
| 8 | Project workers were involved in accidents at work resulting in injuries or fatalities | Yes ¨  No ¨ | If “Yes” please specify and explain |
| 9 | Project workers reported on cases of discrimination, harassment, sexual harassment or non-compliance with law | Yes ¨  No ¨ | If “Yes” please specify and explain |
| 10 | Project workers raised grievances or started voluntary arbitration / legal proceedings to settle a dispute | Yes ¨  No ¨ | If “Yes” please specify and explain |
| 11 | In the reported period there were some incidents on noncompliance with the LMP | Yes ¨  No ¨ | If “Yes” please specify and explain |

# ANNEX B - THIRD PARTIES STATEMENT (POTENTIAL CONTRACTORS, GOODS AND SERVICEE PROVIDERS) ON COMPLIANCE WITH PROVISIONS OF LABOR LEGISLATION AND THE PROJECT`S LMP

Date and place of issuance: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and address of the issuer (Bidder): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**STATEMENT OF LEGAL AND REGULATORY COMPLIANCE**

Hereby we declare that[[8]](#footnote-8)

* We are aware of, and comply with, the standards laid down in the Labor Management Procedures.
* We conform to all national laws[[9]](#footnote-9) and applicable regulations concerning employment, labor and employee relations, and labor and working conditions.
* We are committed to providing a safe and healthy environment for our employees and to implementing all occupational health and safety requirements as stipulated by national legislation.
* We do not tolerate any form of child, forced or slavery work.
* We prohibit any form of harassment, sexual harassment, abuse, violence, including SEA/SH at work and forbid direct or indirect discrimination against any employee or groups of employees on any ground and for whatever reason.
* We confirm that a worker GM is available.
* We confirm that no worker GM is available but will be established by the time the contract is signed.

We hereby state that should we be awarded with the contract; we shall adopt the Labor Management Procedures applicable to the project and incorporate them in our practice.

We understand that the failure to respect any of the above stated commitments could lead to termination of the contract and exclusion from the project.

Signature:

Name:

Position:

# ANNEX C - PRIMARY SUPPLIERS STATEMENT OF COMPLIANCE WITH PROVISIONS OF LABOR LEGISLATION and THE PROJECT`S LMP RELATED TO CHILD LABOR, FORCED LABOR AND OHS

Date and place of issuance: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and address of the Supplier: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**STATEMENT OF LEGAL AND REGULATORY COMPLIANCE**

Hereby we declare that

* We conform to all national laws[[10]](#footnote-10) and applicable regulations concerning employment, labor and employee relations, and labor and working conditions.
* We are committed to providing a safe and healthy environment for our employees and to implementing all occupational health and safety requirements as stipulated by national legislation.
* We do not tolerate any form of child, forced or slavery work.
* We prohibit any form of harassment (including sexual) abuse, violence and SEA/SH at work and forbid direct or indirect discrimination against any employee or groups of employees on any ground and for whatever reason.
* We shall maintain records related to labor, occupational injuries, illness, near misses and incidents.

We hereby acknowledge our understanding that our company may be subjected to announced and unannounced visits, site checks and labor and working condition audits by the Contractor through which materials and good are supplied to the Project, PIU staff and independent third parties with the aim to verify compliance with the above statement.

We understand that the failure to respect any of the above stated commitments could lead to termination of the contract and exclusion from the project.

Signature:

Name:

Position:

# ANNEX D - GRIEVANCE REDRESS MECHANISM TEMPLATE

|  |  |
| --- | --- |
| Designation (entered by the contractor) |  |
| Full name (*optional*)  *Please indicate with an X*   * I would like to lodge a complaint anonymously * Please do not disclose my identity without my consent |  |
| Gender | * Male * Female |
| Contact data  Signify the desired manner of contact (by mail, phone, email) | * By post: *Provide an address for mail delivery.*   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   * By phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ * By e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ * On website |
| Preferred language of communication | * Bosnian / Serbian / Croatian * English * Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Description of event for grievance | What happened? Where did it happen? Who did it happen to? What came out as a consequence of the problem? |
|  | |
| Date of the event/ grievance |  |
|  | * One-time event/grievance (date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) * It happened more than once (how many times? \_\_\_\_\_\_\_\_\_\_\_\_\_) * On-going (a problem that currently exists) |
| What would you want to be undertaken? | |
|  | |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

# ANNEX E - GENERIC CODE OF CONDUCT

We are the Contractor, [*enter name of Contractor*]. We have signed a contract with [*enter name of Employer*] for [*enter description of the Works*]. These Works will be carried out at [*enter the Site and other locations where the Works will be carried out*]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation and abuse and gender-based violence.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, laborers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as “**Contractor’s Personnel”** and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor’s Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

**REQUIRED CONDUCT**

Contractor’s Personnel shall:

1. Carry out his/her duties competently and diligently;
2. Comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor’s Personnel and any other person;
3. Maintain a safe working environment including by:
4. ensuring that workplaces, machinery, equipment and processes under each person’s control are safe and without risk to health;
5. wearing required personal protective equipment;
6. using appropriate measures relating to chemical, physical and biological substances and agents;
7. implement the OHS Management Plan;
8. following applicable emergency operating procedures.
9. Report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
10. Adhere to a zero-alcohol policy during work activities, and refrain from the use of illegal substances at all times;
11. Treat other people with respect regardless of gender, language, religion, political or other opinion, national, ethnic or social origin, property, disability, birth or other status;
12. Not use language or behavior towards women, children or men that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate,
13. Not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other unwanted verbal or physical conduct of a sexual nature with other Contractor’s or Employer’s Personnel;
14. Not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. In Bank financed projects/operations, sexual exploitation occurs when access to or benefit from Bank financed Goods, Works, Consulting or Non-consulting services is used to extract sexual gain;
15. Not engage in Sexual Assault, which means any form of non-consensual sexual contact that does not result in or include penetration. Examples include: attempted rape, as well as unwanted kissing, fondling, or touching of genitalia and buttocks not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
16. Complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Assault/Sexual Harassment (SEA/SH);
17. Report violations of this Code of Conduct; and
18. Not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the Project Grievance Mechanism.

**RAISING CONCERNS**

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor’s Social Expert with relevant experience in handling gender-based violence, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Contractor’s hotline *(if any)* and leave a message.

The person’s identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

**CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

Any violation of this Code of Conduct by Contractor’s Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONTRACTOR’S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Contractor’s contact person with relevant experience in handling gender-based violence*] requesting an explanation.

Name of Contractor’s Personnel: [insert name]

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

Date: (day month year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Countersignature of authorized representative of the Contractor:

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

Date: (day month year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The ESF is accessible at - <https://www.worldbank.org/en/projects-operations/environmental-and-social-framework>. [↑](#footnote-ref-1)
2. Sub-Consultant/Contractor means any person or entity to whom/which the Contractor or Consultant subcontracts any part of the Works or Services. [↑](#footnote-ref-2)
3. Official Gazette of BiH”, No. 3/03, 32/03, 37/03, 54/04, 61/04, 30/05, 53/06, 55/06, 8/10, 47/14, 22/15, 40/15, 35/18 [↑](#footnote-ref-3)
4. For purposes of this section Contractors refer to any contractor for construction works, service provider and goods supplier selected for implementation of activities of the Project [↑](#footnote-ref-4)
5. The employee is any natural person employed or engaged to work or perform service for the employer [↑](#footnote-ref-5)
6. The number of employees refers to the actual number/headcount on the date of the report [↑](#footnote-ref-6)
7. The worker is any natural person employed or engaged by the employer who work specifically on this project [↑](#footnote-ref-7)
8. The Bidder should mark the appropriate commitment [↑](#footnote-ref-8)
9. National Laws refers both to the Laws of FBiH and the domicile Law of the country in case the Bidder is foreign [↑](#footnote-ref-9)
10. National Laws refers both to the Laws of FBiH and the domicile Law of the country in case the Suppliers are expatriates [↑](#footnote-ref-10)