



GOVERNMENT OF SINDH



LABOR MANAGEMENT PROCEDURES

**SINDH INTEGRATED HEALTH AND
POPULATION PROJECT-P178530**

DEPARTMENT OF HEALTH

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ABBREVIATIONS AND ACRONYMS

BHUs	Basic Health Units
CERC	Contingency Emergency Response Component
CHW	Community Health Workers
CMW	Community Midwives
CNIC	Computer National Identity Card
COC	Code of Conducts
DHIS	District Health Information System
DHQ	District Headquarter Hospitals
DOH	Department of Health
EHS	Environment, Health and Safety
ES	Environmental Specialist
ESF	Environmental & Social Framework
ESMF	Environmental and Social Management Framework
ESMP	Environmental and Social Management Plan
ESS	Environmental and Social Safeguard
FP	Family Planning
GBV	Gender Based Violence
GDs	Government Dispensaries
GoS	Government of Sindh
GRC	Grievance Redressal Committees
GRM	Grievance Redress Mechanism
HF	Health facility
HR	Human Resource
IDP	Internally Displaced Persons
LMP	Labor Management Plan
M&E	Monitoring and Evaluation
MSDS	Minimum Service Delivery Standard
NGO	Non-Governmental organization
OHS	Occupational Health & Safety
OHSMP	Occupational Health and Safety Management Plans
PD	Project Director
PMU	Project Management Unit
PPEs	Personal Protective Equipment's
PPHI	People's Primary Healthcare Initiative
PPP	Public Private Partnership
PSC	Project Steering Committee
RHC	Rural Health Centers
RMNCAH+N	Reproductive, Maternal, Neonatal, Child, Adolescent Health and Nutrition
SBCC	Social and behavior change communication
SEA	Sexual Exploitation and Abuse
SIHPP	Sindh Integrated Health & Population Project

SH	Sexual harassment
SSESMP	Site Specific construction Environmental and Social Management Plan
THQ	Taluka Head Quarters
WMO	Women Medical Officer
WBG	World Bank Guidelines

1 Overview of Labor Use on the Project

The Government of Sindh (GoS), through Department of Health, is implementing “Sindh Integrated Health and Population Project” (SIHPP) with the support from the World Bank (WB). The objective of the project is to improve utilization and quality of basic Reproductive, Maternal, Neonatal, Child, Adolescent Health and Nutrition (RMNCAH+N), for poor and vulnerable populations, especially women and children, in targeted areas of Sindh.

These Labor Management Procedures (LMP) have been prepared as per the requirements of the World Bank’s Environmental and Social Framework (ESF), Environmental and Social Standard 2 (ESS2) on Labor and Working Conditions, to discuss the requirements with regard to labor and working conditions applicable to the proposed project. It aims to guide the management and execution of activities that may induce labor related risks during the implementation of the project. ESS2 defines “project workers” as including:

1. Direct workers – people employed or engaged directly by the Borrower to work on project activities.
2. Contracted workers – people employed or engaged through third parties (contractors, subcontractors, brokers, agents, or intermediaries) to perform work related to the core functions of the project.
3. Primary supply workers – people employed or engaged by the Borrower’s primary suppliers (suppliers who directly provide goods and materials essential to the core functions of the project).
4. Community workers – people voluntarily employed or engaged in providing community labor in a number of different circumstances.

This LMP applies to all types of project workers to be engaged by the Project, whether full-time, part-time, temporary, seasonal, or migrant workers.

1.1 Number of Project Workers

The Project will involve direct, contracted, and primary supply workers. An overview of project workers is provided in the table below. The LMP is a living document, which is initiated early in the planning stage of the project preparation, and is evaluated and updated throughout development and implementation of the project.

Table 1 Summary of Labor Use

<i>Type of Workers</i>	<i>Entity</i>	<i>Estimate Number of Staff</i>
Direct Workers (staff who will be contracted by the project)	PMU	Project Director (1) Technical Advisor (1) Financial Management Specialist (1) Monitoring and Evolution Officer (1) Environmental Specialist (1) Social (to also act as focal person for Gender related issues) Specialist (1) Civil Engineer (1) Monitoring and Evolution Specialist (1) Micro Finance Specialist (1) Media Communication Specialist (1) Environmental Officer (1) Finance Management Officer (1)

		Public Health Officer (1) Micro Finance Officer (1) Training Coordinator (1) Procurement Assistant (1) Data Analyst (1) Data Processing Assistant (1)
Government Workers (government staff who will provide services for the project, but will be employed and paid through their existing government contracts)	Department of Health, GoS	District Focal Persons (30) Community Health workers 6 per BHU Community health worker 4 per GD Paramedical staff 25 per BHU Paramedical staff 11 per GD Ambulance crew (18) per ambulance for 24 hours Mobile Clinic (08) Mobile Laboratories (05)
Contracted Workers (People employed or engaged through third parties to perform work related to core functions of the project, regardless of location)	Capacity Building Firm	Firm with 10 positions
	Monitoring and Evaluation Consultant	Firm with 8-10 8-10 positions (Estimated)
	Design and supervision firm	Firm with 12-15 positions
	Workers hired by contractors for construction/civil works activities and project services (rehabilitation/reconstruction health facilities/Regional training institutes/ public health schools/community midwife schools).	15-20 in each health facility (estimated)
Primary Supply Workers (People employed or engaged by primary suppliers who, on an ongoing basis, provide directly to the project goods or materials essential for the core functions of the project.)	Companies who the project will procure goods and services from: ambulances/ Mobile Laboratories/ Mobile Clinics, laboratory equipment, medical equipment.	Primary supply workers on SIHPP will be the workers of the entities from which the Project procures essential goods and services. At appraisal stage the number of primary supply workers is not known.

1.1.1 Direct Workers

The project's direct workers are comprised of the project-based staff of the Project Management Unit (PMU), to perform work that is explicitly related to the Project. The PMU is composed of various technical professionals. The PMU may additionally hire consultants and support personnel who will be paid on a contract basis. The national and provincial labor regulations will serve as the basis for these consultants' terms and conditions.

1.1.2 Government Workers

The implementation of the project will involve the participation of government staff who are already employed by the government of Sindh and the Department of Health. These staff members will actively support and be involved with the project

While ESS2 does not apply to such persons, the potential risks and impacts of the project to such persons will be assessed in accordance with ESS1, including any OHS and GBV/SEA/SH considerations.

1.1.3 Contracted Workers

The Project will contract third party firm for the following roles:

- Design and supervision firm – to manage and oversee all construction activities on the project. An estimated 15 staff members from this firm will provide services to the Project.
- Monitoring and evaluation consultant – this firm will be responsible for overall M&E on the project, and will have estimated 8-10 staff members providing services to the Project.
- Construction contractors – which will implement the construction and rehabilitation activities designed under the Project. An estimated 15-20 staff members in each health facility from this firm will provide services to the Project. To reduce the number of migrant workers, local labor will be hired to the extent possible as unskilled and skilled workers, particularly for simple tasks. The contractor will be legally obligated to engage with PMU to prioritize the nearby communities and vulnerable groups, including female workers and labors with disabilities at their request, in order to ensure equal chances in employment.

1.1.4 Community Workers

The project will not have community workers as defined under ESS2.

1.1.5 Primary Supply Workers

Primary supply workers on SIHPP will be the workers of the entities from which the Project procures essential goods, including but not limited to ambulances/ Mobile Laboratories/ Mobile Clinics, laboratory equipment, medical equipment.

As procurement of these inputs will be done on an on-demand basis, numbers of primary supply workers are not known at stage.

1.2 Characteristics of Project Workers

The Project will engage both male and female workers, with a mix of skilled, unskilled, and professional workers for the PMU. Staff will be hired from within Sindh, while technical experts and consultants may be hired from across Pakistan, or internationally as required. The expectation is that the majority of labor will be locally hired, also the skilled workers (where applicable). Provisions will be made to train and hire as many as possible from local communities where the activities are taking place.

1.3 Timing of Labor Requirements

1.3.1 Direct Workers

Direct workers at the PMU will be engaged throughout the life of the project. Additional direct workers, including service providers and technical consultants will be hired on an on-demand basis as needed during project implementation.

1.3.2 Contracted Workers

The Project will employ contractors for activities related to construction and rehabilitation, trainings, monitoring and evaluation (M & E) and research and survey. The contracted entities will hire contracted workers based on the needs of the relevant activities. Contracted workers under the Project will be hired on an on-demand basis, as required by the specific activities being implemented.

2 Assessment of Key Potential Risks

2.1 Project Activities

The project has the following four components, the brief description of each component is given below:

Component 1: Improving RMNCAH+N services utilization and quality and support during public health emergencies this component has following three (03) subcomponents:

Subcomponent 1.1: Public Health Emergency Response to Combat Health Impact due to the Floods. This sub-component will support integrated outreach healthcare and reproductive health services through existing mobile health teams and the provision of additional fixed and/or mobile health units, delivery vans and ambulance services for referral and surveillance system, including labs. It will finance procurement of lifesaving medicines and essential medical equipment and supplies, including reproductive health kits, midwifery kits, newborn baby kits, safe delivery kits, dignity kits, family planning (FP) commodities to prevent unintended pregnancies, insecticide treated bed nets for vector control and nutrition services (i.e. SBCC counselling, growth monitoring and promotion, micronutrient supplementation and referral of acutely malnourished child to therapeutic centers). Referral facilities will be equipped with trained human resources (HR) and supporting equipment and supplies. It will also strengthen surveillance systems for disease outbreak detection and response, especially in the worst affected districts.

Subcomponent 1.2: Strengthening/Rehabilitating of the Health Facilities for Providing Preventive Care. It will support provision of minimum service delivery standard (MSDS), including GBV responses, for RMNCAH+N through (a) revitalization of an identified set of government dispensaries (GDs) in the catchment areas of the underserved and unserved populations of Sindh and other health facilities, including basic health units (BHUs), rural health centers (RHCs), tehsil headquarter hospitals (THQs) and district headquarter hospitals (DHQs), affected by the floods by including refurbishment of the health facilities, purchase of equipment including medicines and supplies, and ambulance services for referral; (b) recruitment and/or deployment of female health workers, specifically woman medical officers (WMO), community midwives (CMW), and community health workers (CHW); (c) effective structural and functional integration of health facility-based FP services and community-based services; (d) training of the healthcare providers on MSDS, GBV prevention and management, climate-induced disaster and epidemic response including disease surveillance and tele-health services for RMNCAH+N at places with access to the internet; and (e) establishment of a dynamic, integrated electronic medical records system linked to the Sindh District Health Information System (DHIS) and other key health databases, to track patient related data. This component will also include prevention programs, including health education, screening for hypertension and blood sugar, and vaccinations.

Sub-component 1.3: Strengthening of Referral Hospitals for Effective Delivery and Neonatal Care. It will support an identified set of THQ and DHQ hospitals to provide comprehensive obstetric and neonatal care through (a) purchase of equipment, medicines and supplies; (b) provision of blood storage units; and (c) training of the healthcare providers on MSDS and management of mothers and children referred by GD's.

Component 2: Strengthening Demand for RMNCAH+N Services, Including Women's Empowerment for Availing Health Services. This component will cover SBCC and related activities to encourage uptake of RMNCAH+N services using social marketing strategy and rebranding of GDs and their services package to create awareness. It will also include women's empowerment for exercising sexual and reproductive health rights. Social and behavior change activities will include extensive community outreach, involvement of community leaders to reach these GD catchment areas and the internally displaced population (IDP) due to flood. These activities will involve

partnering with non-governmental organizations (NGOs), community-based organizations, and other private sector organizations.

Component 3: Project Management, Monitoring and Evaluation and Research. This component will support the strengthening of the DoH and its coordinating structures and agencies for the coordination and management of project activities, including financial management, procurement, Public Private Partnership (PPP) node and stakeholder engagement. This component would also support monitoring and evaluation (M&E) including third-party monitoring, rapid household surveys and surveys to measure quality of service delivery at health facilities.

Component 4: Contingency Emergency Response Component (CERC). In the event of an Eligible Crisis or Emergency, the project will contribute by providing immediate and effective response to said crisis or emergency.

2.2 Key Labor Risks

Potential labor related risks of the SIHPP project include¹ the following:

- Occupational health and safety risks that may arise during the construction/rehabilitation activities of health facilities, deep excavations, steel fixing, working at height, slip trip & fall, noise & vibrations, electricity, installation of a batching plant, concrete pouring, installation of solar panels, movement of project vehicles and equipment, manual & mechanical handling during loading-unloading operation, fire hazard, bad housekeeping, inappropriate collection, storage, transportation and disposal of hazardous (paint, varnish, cement) material & waste, installation of medical equipment, exposure to infectious blood at blood storage units, risks related to development and management of contractor/ workers camps (if established)², lack of provision of PPEs Construction and rehabilitation work will involve unskilled and semi-skilled workers who have to work in the open sky during harsh weather conditions and may be exposed to extreme heat, particularly in the summer months. They may be facing discrimination during engagement and allotting work. Other risks may include communicable disease, unsafe potable water, lack of provision of basic facilities, lack of proper grievance redress channel and trainings for workers, disputes over terms and conditions of employment.
- Labor deployment may result in conflicts between local communities and project workers, which may be related to religious, cultural, or ethnic differences, or based on competition for local resources.
- The risk of child labor and forced labor remains relevant, particularly for contracted workers, and for primary supply workers.
- Gender related risks are also relevant due to the deployment of external personnel, including, project staff, contractors, labor, etc. Risks related to the exclusion of women, girls, and gender minorities as well as gender-based violence, sexual harassment, and sexual abuse and exploitation may arise or be exacerbated by several factors.

¹ Detailed descriptions of risks and mitigation measures are provided in the SIHPP Environmental and Social Management Framework, available from <https://sihpp.gos.pk/environment.php>

² If the contractor/ workers camp is established, then contractor shall ensure the compliance with the requirements of ESS2 including Guidance Note with the consent of E&S Specialists of PMU.

3 Brief Overview of Labor Legislation: Terms and Conditions

This chapter presents an overview of the labor legislation in the country relevant to the SIHPP project. It examines the World Bank's criteria regarding workforce and work environment standards, delineates the labor rights defined by the Constitution of Pakistan, describes the international labor standards to which Pakistan is a signatory, and outlines the country's federal and provincial legislations governing labor management practices.

3.1 Labor Rights in the Constitution of Pakistan

The 1973 Constitution of Pakistan establishes a rights framework for the labor force, detailing economic and social welfare provisions. Part II of the Constitution includes labor rights as livelihood security, prohibition of bonded labor, abolition of slavery, and the right to association. Specific articles related to labor in Part II include:

- Article 11: prohibition of all forms of slavery, forced labor, and child labor
- Article 17: guarantee of the right to freedom of association and union formation
- Article 18: gives the right to citizens to pursue any lawful profession, occupation, or business
- Article 25: assurance of equality before the law, and prohibition of discrimination based on gender
- Article 37(e): Provision for fair and humane working conditions. With particular attention to preventing employment in unsuitable occupations for children and women, and ensuring maternity benefits for employed women.

3.2 Provincial Labor Laws

Following the 18th Amendment to the Constitution of Pakistan in 2010, the authority over labor and employment matters was decentralized to the provinces. This amendment made federal labor laws adaptable by provinces under Article 270 AA (6) of the Constitution. This significant constitutional change has redefined the labor administration landscape in Pakistan, endowing provinces with increased responsibilities and resources for crafting and executing labor legislation. Each province, including Sindh with its Sindh Labor Policy 2018, has formulated its own labor policy to safeguard worker rights.

The 2018 Sindh Labor Policy particularly encompasses critical areas in a revamped structure, prioritizing strategies for effectively implementing labor standards, enhancing workplace safety, ensuring living wages, and addressing issues like child and bonded labor. It emphasizes raising awareness, improving labor inspections, offering quality technical training through upgraded centers, streamlining labor laws, and providing medical facilities for retired workers. Furthermore, the policy focuses on establishing labor colonies, schools for workers' children, efficient disbursement of welfare grants, and a gradual expansion of the labor protection framework. The following subsections detail the provincial labor laws relevant to the project.

3.2.1 Sindh Industrial Relations Act, 2013

The Act seeks to regulate the formation of trade unions, regulation, and improvement of relations between employers and workers, and the avoidance and settlement of any differences or disputes arising between them.

3.2.2 Sindh Workers' Welfare Fund Act, 2014

This Act provides for the establishment of a Workers' Welfare Fund in Sindh. It defines the responsibilities of

employers and workers regarding the fund, and penalties for noncompliance.

3.2.3 Sindh Employees Old-Age Benefits Act, 2014

The Sindh Employees' Old Age Benefits Act 2014 establishes a mandatory social security system for employees across industries and organizations in the Sindh province. This Act ensures financial security for retirees by creating an "Employees' Old Age Benefits Institution" which manages a fund accumulated through contributions from both employers (5% of employee wages) and employees (1% of wages). Upon reaching retirement age (60 for men, 55 for women), eligible employees become entitled to a monthly pension calculated based on their wages and contribution period. The Act also covers cases of invalidity and death, providing survivor pensions and lump sum settlements for dependents. Importantly, it repeals and replaces the previous 1976 Act, specifically governing old-age benefits in Sindh. This updated framework aims to strengthen financial protection for retired workers and their families, contributing to a more secure and dignified post-retirement life.

3.2.4 Sindh Companies Profits (Workers' Participation) Act, 2015

The Sindh Companies Profits (Workers' Participation) Act, 2015 mandates companies with net profits exceeding a prescribed amount to establish funds for their employees using a prescribed proportion of the profits. This scheme aims to enhance worker welfare, promote industrial harmony, and encourage employee participation in company decision-making.

3.2.5 Sindh Minimum Wages Act, 2015

This Act states that every employer shall be responsible for the payment of minimum wages (as established by the Government of Sindh) to all unskilled workers employed, either directly or through contractors, in a commercial or industrial establishment. Presently, the minimum wage in Sindh is 32,000/ per month for 2023-2024.

3.2.6 Sindh Terms of Employment (Standing Orders) Act, 2015

The Act provides for regulation of industrial and commercial employment in the province. The Act outlines the classification of workers into: permanent; probationer; badly; temporary; apprentice; contract worker. The terms and conditions of employment shall be provided to the worker in writing, holidays and leave with pay shall be provided. Rules for termination of services are defined in the Act. The Act outlines special provision for construction workers employment and termination at the end of the project.

3.2.7 Sindh Bonded Labor System (Abolition) Act, 2015

The Act seeks to eradicate bonded labor practices. It defines "bonded labor" as a system of forced or partly forced labor, under which a debtor enters, or is presumed to have entered into an agreement with a creditor to the effect that:

- In consideration of an advance obtained by him or by any of the members of his family (whether or not such advance is evidenced by any document) and in consideration of the interest, if any, due on such an advance, or
- In pursuance of any customary or social obligation, or
- For any economic consideration received by him or by any members of his family

3.2.8 Sindh Factories Act, 2015

This Act consolidates and amends the law regulating labor in factories. It includes provisions on inspections, health and safety, working time, leave, and child labor. The Act replaces the Federal Factories Act, 1934 for matters relating to Sindh.

3.2.9 Sindh Shops and Commercial Establishment Act, 2015

This Act makes provisions relating to the working hours and other working conditions of persons employed in shops, commercial, industrial, and other establishments in the province.

3.2.10 Sindh Payment of Wages Act, 2015

The Act provides for the regulation of minimum wage rates and various allowances for different categories of workers employed in certain industrial and commercial undertakings and establishments.

3.2.11 Sindh Prohibition of Employment of Children Act, 2017

Analogous to the Federal equivalent, this act prohibits the employment of children, and regulates the employment of adolescents in certain hazardous occupations. A child is a person who is below fourteen years of age and an adolescent is a person who is over fourteen years of age and below eighteen years of age. The Act outlines that no child labor shall be employed and no adolescent shall be employed to conduct hazardous work as defined in the Schedule.

3.2.12 Sindh Employees Social Security Act, 2016

This Act introduces a social security scheme for providing benefits to certain employees or their dependents in the event of sickness, maternity, employment, injury, or death.

3.2.13 Sindh Occupational Safety and Health Act, 2017

The law deals with health and safety provisions at workplace and determines duties of employers and workers for promotion of health and safety culture. The act applies in any Project situation where worker's rights and protections are enforced.

3.2.14 Sindh Workers' Compensation Act, 2015

This act outlines the details regarding compensation to be paid to workers in case of fatality, loss of hearing, eye sight, limbs during the conduct of work activities. It also outlines the Occupational diseases according to the nature of work and compensation to be paid to the workers in case it proved that the worker suffered from the disease due to workplace exposure.

3.2.15 Sindh Maternity Benefits Act

Maternity Benefits law regulates conditions of employment, paid leave, pre and post- delivery medical care, nursing and special work arrangements for entitled women. Under section 3 of the Act, an entitled woman worker must be granted mandatory maternity paid leave of 4 weeks before and 12 weeks after delivering child.

3.2.16 Sindh Empowerment of Persons with Disabilities Act 2018

This act provides legal protection to disable persons in terms of Equality and non-discrimination of ‘Persons with Disabilities’, right to privacy, Ease of access and mobility, Protection from torture or cruel, inhuman or degrading treatment, Freedom from Exploitation, violence and Abuse, Equity in health and rehabilitation services, Skills Development and Equity in Employment and in any other disability discrimination.

3.3 Federal Labor Laws

This section provides an overview of the various federal laws governing labor issues in Pakistan and some federal laws mentioned in above section are superseded from federal laws as provincial laws.

3.3.1 Industrial and Commercial Employment Act, 2013

This legislation defines the framework for industrial relations, aiming to maintain peace and resolve disputes through negotiation, reconciliation, arbitration, and adjudication. It lays out procedures for addressing grievances, resolving disputes, and managing lock-outs and strikes. Additionally, it guarantees workers the right to form or join trade unions.

3.3.2 Protection against Harassment of Women at the Workplace Act, 2010

The 2010 Protection against Harassment of Women at Workplace Act was enacted to safeguard women from harassment in professional settings, thus amending prior legislation related to women's employment rights in Pakistan. It explicitly addresses and criminalizes sexual harassment at work, aiming to cultivate a workplace devoid of sexual harassment, intimidation, and abuse. Under this law, any act of force or threat thereof against a woman, with the intent to compromise her dignity, is considered a criminal offense.

3.4 International Labor Standards Applicable in Pakistan

Pakistan is obligated to comply with a number of international labor laws under its commitments as a signatory to multiple international legal instruments. Notably, it adheres to the Universal Declaration of Human Rights 1948, which ensures rights related to employment, choice, fair and favorable working conditions, and protection against unemployment, alongside the rights to equal pay, dignified living standards, and trade union membership.

The International Covenant on Economic, Social, and Cultural Rights 1966, specifically under Articles 6-8, expands on these rights by mandating signatory states to safeguard employment rights and strive for their full realization/ this includes ensuring fair and equal wages, safe working environments, equal promotion opportunities, and rights to rest and leisure.

Similarly, the International Covenant on Civil and Political Rights 1966 focuses on civil rights and trade union membership. These, coupled with the 1979 Convention for the Elimination of All Forms of Discrimination against Women, and the 1998 Declaration of Fundamental Rights at Work, emphasize the eradication of employment discrimination, including gender-based discrimination. Pakistan’s commitment is further underscored by its ratification of the Protection against Harassment of Women at the Workplace Act 2010.

3.5 ILO Labor Conventions

The Government of Pakistan has confirmed ratification of 36 ILO Conventions, inclusive of the eight fundamental conventions. The fundamental conventions encompass critical workplace principles and rights, including freedom

of association, recognition of collective bargaining rights, eradication of forced or compulsory labor, abolition of child labor, and the prohibition of employment and occupational discrimination. The eight fundamental conventions are:

1. Freedom of Association and Protection of the Right to Organize Convention, 1948 (No. 87)
2. Right to Organize and Collective Bargaining Convention, 1949 (No. 98)
3. Forced Labor Convention, 1930 (No. 29) and its 2014 Protocol
4. Abolition of Forced Labor Convention, 1957 (No. 105)
5. Minimum Age Convention, 1973 (No. 138)
6. Worst Forms of Child Labor Convention, 1999 (No. 182)
7. Equal Remuneration Convention, 1951 (No. 100)
8. Discrimination (Employment and Occupation) Convention, 1958 (No. 111)

3.6 World Bank ESS2: Labor and Working Conditions

ESS2 requires all World Bank funded projects to foster effective worker-management relations and assure safe and healthy work conditions. ESS2's primary goals are to ensure equitable treatment, non-discrimination, and equal opportunity for project workers; protect workers, particularly vulnerable groups; prohibit all forms of forced and child labor; uphold freedom of association and collective bargaining in alignment with national laws; provide mechanisms for workers to voice workplace concerns; and enhance occupational health and safety.

ESS2 is applicable to a broad spectrum of project workers, encompassing full-time, part-time, temporary, seasonal, and migrant workers. However, it excludes government civil servants involved in the project, who continue under their existing public sector employment terms, barring legal employment transfers. This LMP will clarify how ESS2 applies to various worker categories, including direct and contract workers, and ensure that workers are adequately informed about their employment terms and conditions, legal rights, and ESS2 mandates, including aspects such as work hours, wages, overtime, and benefits, both at the start of employment and upon significant changes.

4 Brief Overview of Labor Legislation: Occupational Health and Safety

This chapter lists the national, provincial legislations, guidelines and international conventions relating to occupational health and safety of labor.

4.1 National and Provincial Legislations on OHS

4.1.1 Occupational Health and Safety Act, 2017

The act is the applicable local legislation as this Act applies to all Workplaces. Details of each chapter are described below.

Chapter I identifies the duties of the employer as follows:

1. Undertake practical measures for Safety & Health and Welfare;
2. Identify, assess and address existing & new hazards;
3. Report and investigate incidents;
4. Provide and apply Safe Systems of Work, Safe tools & equipment & appliances
5. Safe use, handling, storage, disposal and transport of materials and substances;
6. Control physical, chemical, biological, ergonomic, psychosocial or other hazards, affecting workers and others;
7. Provide Information, Instruction and Training to ensure Safety & Health at Work;
8. Maintain workplace in safe, clean, orderly and risk-free condition with safe means of access;
9. Inform workers regarding work hazards, risks involved and preventive and protective measures;
10. Provide adequate PPE to prevent risk from injury and ill health;
11. Maintain records of all accidents at workplace;
12. Provide first aid arrangements and emergency provisions;
13. Take measures to prevent fires & measures in the event of fire; and
14. Collaborate in the case of simultaneous operations or joint premises

The duties of workers and volunteers are identified as follows:

1. Ensure safety & health of others who may be affected by his acts & omissions & not willfully do anything to endanger himself or others;
2. Use & take care of PPE provided by the employer;
3. Do not willfully interfere or misuse any appliance or equipment or convenience provided for safety & health of persons at workplace;
4. Resolve any situation being unsafe posing immediate threat with the employer or cease work until the dispute is resolved
5. Until the dispute is resolved, employer may assign the affected workers some temporary alternative work; and

6. Worker shall report any occupational accident, occupational Disease, dangerous occurrences, or commuting accident as per company OSH Policy.

Chapter II states rules that that Government has made for the safety and health of workers in any establishment by notification in official gazette. The rules include the following matters:

1. Cleanliness and maintenance of building;
2. Disposal of wastes and effluents;
3. Personal protective equipment;
4. Excessive weights;
5. Scaffolding and work at heights; and

Whereas, The Sindh Occupational Health & Safety (OHS) Act calls for:

1. Written Statement of Policy;
2. Consultation - formation of OHS Committee with worker representation; appointment of OHS officer;
3. Training of Health & Safety Representative;
4. Precautions against Contagious & Infectious Disease at Workplace; and
5. Compulsory Vaccination and Inoculation

Chapter III details enforcement measures and requires:

- Registration of workplaces and approval of site, buildings and other constructions to be used as workplaces; and
- Notification and investigation of accidents, dangerous occurrences and occupational illnesses

The Act has also fixed penalties and offences in case of non-compliance with the provisions of the Act. The maximum penalty for non-compliance is Rs.250, 000. The Sindh Occupational Health & Safety (OHS) Rules 2019 outline the measures to be undertaken to implement the requirements of the Sindh OSH Act 2017. The contractors and suppliers shall comply with the provisions of the Act.

4.1.2 Sindh Workers' Compensation Act, 2015

The Act mandates employers to compensate workers or their families for injuries or death arising from accidents during work. This includes both temporary and permanent disabilities, medical expenses, and loss of earning capacity. The Act outlines the types of accidents covered, the scale of compensation based on the severity of the injury, and the procedures for claiming compensation. It applies to all workers employed in factories, mines, and other hazardous occupations, as well as certain non-hazardous occupations.

4.2 International Conventions

Pakistan is signatory to the following international conventions and agreements:

4.2.1 ILO Technical Convention: C187 – Promotional Framework for Occupational Safety and Health

This convention stresses (i) a safe and healthy working environment by formulating a national policy; (ii) Each Member shall promote and advance, at all relevant levels, the right of workers to a safe and healthy working

environment; (iii) in formulating its national policy, each Member, in light of national conditions and practice and in consultation with the most representative organizations of employers and workers, shall promote basic principles such as assessing occupational risks or hazards; combating occupational risks or hazards at source; and developing a national preventative safety and health culture that includes information, consultation and training.

4.2.2 Prevention of Major Industrial Accidents Convention, 1993 (No. 174)

The purpose of this Convention is the prevention of major accidents involving hazardous substances and the limitation of the consequences of such accidents. The convention protects workers, the public and the environment by preventing major accidents from occurring at these installations, minimizing the consequences of a major accident either on- or off-site and provides guidance on appropriate emergency planning.

4.2.3 ILO Code of Practice on Safety and Health in Construction

The objective of this code is to provide practical guidance on a legal, administrative, technical and educational framework for safety and health in construction with a view to: preventing accidents and diseases and harmful effects on the health of workers arising from employment in construction; ensuring appropriate design and implementation of construction projects; providing means of analyzing from the point of view of safety, health and working conditions, construction processes, activities, technologies and operations, and of taking appropriate measures of planning, control and enforcement.

4.2.4 ILO Code of Practice on Safety and Health in Building and Civil Engineering Works

This CoP relates to occupational safety and occupational health in civil engineering and the construction industry. It includes provisions concerning the work environment and equipment, fire protection, noise, machinery (including building machinery and electrical machinery, ionizing radiations, explosives, handling, occupational health, welfare, and health services).

This code of practice covers 42 topics related to safety and health in building and civil engineering. The main topics include: workplaces and equipment; scaffolds, ladders and stairs; lifting appliances; railways, road and similar transport; construction equipment; electricity; blasting; concrete work; other building operations; excavations; underground construction; work in compressed atmosphere; work clothes and personal protective equipment; hygiene and welfare; medical supervision.

4.3 World Bank EHS Guidelines

The World Bank Group (WBG) has guidelines for Environment, Health, & Safety (EHS) that serve as useful references for general issues as well as sector specific activities. Projects financed by the WBG are expected to comply with this guideline as required by the policies and the standards. The EHS Guidelines are mainly on occupational health and safety, community health and safety as well as on construction and decommissioning. It contains guidelines on environmental issues (waste management, ambient air quality, noise, and water pollution), occupational health and safety issues amongst others.

5 Responsible Staff

5.1 Project Management Unit (PMU) Responsibilities

Overall responsibility for managing the Project lies with the PMU, including as aspects of implementing the Labor Management Procedures, particularly ensuring that contractors adhere to the LMP requirements. Contractors will subsequently be responsible for managing their activities with contract/activity specific LMPs, the implementation of which will be supervised by the PMU on a regular basis. The PMU will address all LMP aspects as part of procurement for works as well as during contractor induction.

The E&S specialists at the PMU will implement and monitor the provisions of this LMP as follows:

- Verifying adherence to the LMP and OHS requirements for Project workers. In the case of contracted workers, this will involve including in bidding documents and agreements signed with contractors, the specific terms included in Annexure I – Due Diligence for Hiring of Contractors.
- Upholding commitments to all categories of project workers, as outlined in this LMP, the ESMF, and other relevant safeguard instruments
- Overseeing training for project workers and contractors
- Monitoring for potential labor related risks that were not identified during project preparation
- Developing and implementing grievance mechanisms for project workers, and ensuring that grievances are handled quickly and appropriately
- Ensuring that project workers are properly informed of the grievance mechanism
- Maintaining records of recruitment and employment, including age verification of hired workers
- Providing induction and regular training to project workers on OHS issues
- Providing training on implementation of the LMP to contractor's OHS specialists and focal persons
- Reporting through Project Coordinator to the World Bank on labor and OHS performance, and of any incidents or accidents involving project workers.
- Implementing the workers' GRM, as described in Section 9 of this LMP
- Conducting project level monitoring of LMP implementation, including collecting and maintaining records of employment of all project workers, verifying compliances with codes of conduct and other commitments reflected in this LMP.
- Supporting the PMU in providing training to contractors and contracted workers
- Monthly reporting to the PMU on LMP implementation, with indicators related to child labor, forced labor, working conditions, terms of employment, OHS, freedom of association, non-discrimination, gender issues, and trainings.

5.2 Contractor Responsibility

The Project will engage third party contractors for management and implementation activities. Contractors will be responsible for implementation of the LMP within their respective activities.

All contractors involved in project implementation will engage an OHS specialist or appoint an OHS focal person from existing positions if the activity specific OHS risks are low. Contractors carrying out construction activities will additionally appoint OHS inspectors for each construction site. The contractor's OHS staff will be supervised by the PMU environmental and social specialists, and will be responsible for ensuring day-to-day compliance with OHS policies, providing trainings to contracted workers, and maintaining records of incidents or accidents. Minor incidents will be reported to the PMUs on a monthly basis, while serious incidents will be reported immediately.

Contractors will keep records of employment and other records relevant to compliance with the requirements defined in this LMP. The PMU, may at any time request contractors for these records, and will do so at minimum on a monthly basis. Contractors may be required to take immediate remedial actions if instructed by the PMU. Contracted workers are entitled to use the labor GRM, as described in Chapter 9 of this document. Contractors will ensure that all contracted workers are informed and trained on the GRM and are provided with refresher trainings periodically.

Conditions related to the implementation of the LMP will be included in all contracts with third parties. Contractors will be required to pass down these conditions to contracted workers by ensuring that all workers sign a Code of Conduct for Workers. An indicative code of conduct is provided in Annexure II – Sample Workers’ Code of Conduct.

Contractors involved in construction activities will be required to prepare and implement an activity-specific LMP.

6 Policies and Procedures

6.1 Labor Policies and Procedures

The employment of project workers will be based on the principles of non-discrimination and equal opportunities. There will be no discrimination with respect to any aspects of the employment relationship, including recruitment, compensation, working conditions and terms of employment, access to training, promotion or termination of employment. The PMU shall ensure that this LMP is incorporated in the tender documents for all procurements undertaken, and that contractors include the implementation of this LMP in their bids. The following measures will be followed by contractors and monitored by the PMU with support from HR to ensure fair treatment of all employees:

- Recruitment procedures will be transparent, public and non-discriminatory, and open with respect to ethnicity, religion, sexuality, disability or gender.
- Applications for employment will only be considered if submitted via the official application procedures established by the contractors.
- Clear job descriptions will be provided in advance of recruitment and will explain the skills required for each post.
- All workers will have written contracts describing terms and conditions of work and will have the contents explained to them. Workers will sign the employment contract.
- Unskilled labor will be preferentially recruited from the surrounding communities, settlements, and adjacent villages.
- Employees will be informed at least one month before their expected release date of the coming termination.
- The contracted workers will not be required to pay any hiring fees. If any hiring fees are to be incurred, these will be paid by the Employer.
- Depending on the origin of the employer and employee, employment terms and conditions will be communicated in two languages, in the national language and the language that is understandable to both parties.
- In addition to written documentation, an oral explanation of conditions and terms of employment will be provided to workers who may have difficulty understanding the documentation.
- It is noted that language-related problems are not expected, but if they are, interpretation will be provided for workers as necessary.
- All workers will be 18 years old or above for civil works. This will be a requirement in civil works contractors.
- Normal working time should not exceed 40 hours per week. With a six-day working week, the duration of daily work is determined by the internal work regulations approved by the employer after prior consultation with the representatives of the workers, in compliance with the established working week duration.

The PMU will inform the World Bank of any significant event (social issues) as soon as possible, but no later than five working days, after the occurrence of the event. Such events include strikes or other workers' demonstrations. The PMU will prepare a report on the event and the corrective measures and subsequently submit it to the World Bank within 30 days of the event.

6.2 Occupational Health and Safety

SIHPP is committed to comply with legislation which relates to the occupational health and safety requirements as stipulated in the chapter 3. These laws and standards will enable OHS hazards identification and risk elimination through promotion of appropriate skills, knowledge and attitudes towards hazards.

The PMU will have designated environmental and social specialists who will be required to have OHS experience. These staff will be additionally trained on OHS and implementation of the LMP, and will in turn provide training and oversight to all third-party contractors.

The PMU will ensure that all workers irrespective of any category should be provided with appropriate type of protective masks, helmet, overall and safety shoes, and safety goggles, protective clothing as well as other appropriate PPEs as per work job hazard analysis and method statements (such as working on live wires). The PMU and contractors must also ensure appropriate demarcation of workplace and notices for hazardous area where applicable; accident reporting, notification and investigation practices at each workplace required; safety sign and symbols displayed at workplace and ensure availability of first aid box. Also identify nearby hospitals for complicated accidental and health problems as well as specific details will be included in the emergency management procedures, prepared by the contractors.

Contractors involved in construction and rehabilitation activities and staff involved in provision of health care services will be required to prepare activity specific Occupational Health and Safety Management Plans (OHSMPs), (guidelines are provided in Annexure-III). These OHSMPs must at minimum include information on:

- Details of staff with specific OHS responsibilities, and a description of how those responsibilities are coordinated
- OHS induction training plans
- Arrangements for managing OHS incidents
- Safety rules and description for ensuring that all staff are informed of the rules
- Assessment of potential risks, linked to clear mitigation measures.
- Project Site Security Procedure
- Camp management procedure (where applicable)
- Personal Protective Equipment
- Emergency Response Procedure
- Monthly reporting procedure

6.2.1. Child and Forced Labor

To prevent engagement of underage workers, the age employment scheme should be strictly adhered to by parties involved in hiring. The process of hiring Direct Workers should include a proper screening, with age verification to ensure no children are employed in the implementation of the project. Likewise, all contracts must have a provision as to the minimum age requirement and the hiring authority shall keep a registry of all hired workers.

6.2.2 Labour Influx and SEA/SH

All project workers will undergo relevant seminars and training to prevent risks of labor influx (where applicable, a large-scale labor influx is not anticipated) or SEA/SH issues. Project workers particularly those coming from other communities will be briefed on the culture and history of the area, allowing them to adapt to the community values and to avoid any conflicts due to the dissimilarities of their cultural backgrounds.

6.2.3 Discrimination and exclusion of vulnerable groups

The employment of project workers will be based on the principle of equal opportunity and fair treatment, and there will be no discrimination with respect to any aspects of the employment relationship, such as recruitment and hiring, terms of employment (including wages and benefits), termination and access to training. This project shall comply with the national labor laws on gender equality in the workplace, which will include provision of maternity leave and nursing breaks and sufficient and suitable toilet and washing facilities, separate for men and women workers.

6.2.4 Development of a SEA/SH Action Plan and Mitigation Measures for Risks Related to Gender

According to the Note on Good practices to combat SEA/SH in the Framework of Financing Investment Projects involving major civil engineering works, all projects, whatever their risk level, should guarantee the minimum actions recommendations for addressing the risks of SEA/SH related issues.

The initial SEA/SH mitigation measures have been developed and included, where these measures may need to be reviewed and further modified in the ESMPs. In addition, a separate SEA/SH Action Plan shall be prepared and implemented.

6.2.5 Labour Disputes over Terms & Conditions of Employment

Fair, reasonable, and lawful terms and conditions shall be applied in the contractual provisions of all project workers to prevent labor disputes. Moreover, there will be an efficient grievance redress mechanism in place to address any issues that may arise during existence of the contract. The guidelines provided later in the document shall be strictly observed to avoid disputes over terms and conditions of employment.

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

6.2.6 Monitoring and Reporting

The PMU will report on the status of implementation of the above policies and procedures on a monthly basis. The PMU will closely monitor labor and occupational health and safety performance of the project and report to the World Bank on a quarterly basis.

6.2.7 Fatality and Serious Incidents

In the event of an occupational fatality or serious injury, the PMU shall report to the World Bank within 48 hours of becoming aware of such incident (Incident reporting form is attached as Annexure-IV) and inform the government authorities (where available) in accordance with national as well as Bank reporting requirements. Corrective actions shall be implemented in response to project-related incidents or accidents. The PMU or, where relevant the consultant, may conduct a root cause analysis for designing and implementing further corrective actions.

Detailed descriptions of risks and mitigation measures are provided in the SIHPP Environmental and Social Management Framework.

7 Age of Employment

Pakistan has ratified ILO's Convention on Minimum Age for Admission to Employment No. 138, and the Worst Forms of Child Labor Convention No. 182. Employment of children at the federal and provincial level is governed by the Employment of Children's Act 1991 and the Sindh Prohibition of Employment of Children Act 2017 respectively, which sets the minimum age for admission to employment at 14 years. Both the federal and provincial laws set an age limit of 18 years for hazardous work, which are defined in the text of the respective Acts. For this project, minimum age of 18 will be applicable for the labor work.

Contractors will be required to verify and identify the age of all workers. This will require workers to provide official documentation, which could include a birth certificate, computerized national identity card (CNIC), passport, or medical or school record. If a minor under the minimum labor eligible age is discovered working on the project, measures will be taken to immediately terminate the employment or engagement of the minor in a responsible manner, considering the best interest of the minor.

Age verification shall be undertaken prior to the engagement of labor, and should be documented.

8 Terms and Conditions

8.1 Terms of Employment/Employment Letter

The employment terms and conditions applicable to project employees as set out in the labor rules will apply to all project employees who are assigned to work on the Project (direct workers).

This section will be updated and modified, if necessary, after the allocation of the contracts of the different posts of the PMU. The terms and conditions applicable to the employees of these bodies are defined in the contracts, which provide for the rights of the employees in accordance with the Code of work. These internal work rules and regulations will apply to PMU employees who are assigned to specific work related to the Project (direct workers).

All the recruiting procedures are documented and filed in the folders in accordance with the requirements of provincial labor legislations. Monthly timesheets are also filed and kept accurately. The work hours for workers are 40 hours per week. All project workers will receive at least two rest days (48 hours) after five consecutive days of work.

The contractors' activity-specific LMP will set out terms and conditions for the contracted and subcontracted workers. These terms and conditions will be in line, at a minimum, with this LMP.

A contract of employment, written in a language known to the parties, shall be executed between the Project and the direct worker that specify the following:

- Parties to the contract, including the name of worker, age, citizenship, civil status, gender, and address;
- Premises with regard to the needed services, acceptance of the parties, qualifications of the worker, and attestation that the worker is not related within the third degree of consanguinity or affinity to the hiring authority and/or its representative, and that the worker has not been previously dismissed from government service by reason of administrative offense;
- In accordance with Standing Order 3(1) & (2) of the Sindh Terms of Employment (Standing Orders) Act 2015, every worker shall at the time of employment be provided with: terms and conditions of the contract, including the hours and place of work, remuneration payable to the worker, job description, summary of deliverables, duration of contract, procedure for suspension or termination of contract, statement that there is no employer and employee relationship between the contracting parties.

8.2 Non-discrimination and Equal Opportunities

Article 19-A of the Constitution imparts the State's obligations aimed at achieving equality in the form of securing the well-being of the people, irrespective of sex, caste, creed or race, by raising their standard of living, by preventing the concentration of wealth and means of production and distribution in the hands of a few to the detriment of general interest and by ensuring equitable adjustment of rights between employers and employees.

The Project is committed to equal opportunities for all its employees and potential employees where everyone is treated with respect and dignity and where there is equal opportunity for all. All employees, whether part-time, full time or temporary, will be treated fairly and with respect. Selection for employment, promotion,

training or any other benefits will be on a basis of aptitude and ability. Decisions about pay and benefits, terms and conditions of employment, appraisals, dismissal or redundancy will be made objectively and without unlawful discrimination. All employees will be helped and encouraged to develop their full potential, and the talents and resources of the workforce will be fully utilized to maximize the efficiency of the organization.

The Project will ensure that:

- Equality and non-discrimination policy is adhered to within its own area of responsibility;
- Bring the details of the equality in employment policy to the attention of the team members;
- Ensure that information on equality of opportunity is included in all induction processes; and
- Ensure that the team members are available to attend relevant equality training programs (if any).

The PMU is responsible for ensuring that equality on employment is effectively communicated to all employees and all those involved with the organization at whatever level or position and for providing advice and guidance where appropriate. They will, in particular, provide full text and induction on equal opportunities to all new employees; translate this policy into Sindh and Urdu and send to all relevant involved parties. In addition, upon any significant update, the policy will be presented to all members of staff or at department/office meetings and re-translated to all relevant involved parties.

In case of underpayment, delayed payment, and non-payment of wages and other financial benefits including payment of over-time, if the Workers' Grievance Redress Mechanism (GRM) described in this document does not resolve workers issue, the workers may approach the legal forum i.e. the Authority under the Sindh Payment of Wages Act, 2015. They can also lodge case of individual grievance in the concerned Labor Court established under the Sindh Industrial Relations Act, 2013.

8.3 Hours of Work

The Sindh Factories Act, 2015 and the Sindh Shops and Commercial Establishments Act, 2015 regulate working hours for the workers of industrial and commercial establishments. Working hours under these laws are 8 hours a day and 48 hours in a week. For all workers under various activities and interventions under SIHPP, the working hours will be eight hours a day, and no more than 48 hours in a week.

8.4 Rest and Leave

Holidays, rest, sick leaves, annual paid leaves, festival holidays for the workers in industrial and commercial establishments are regulated under the Sindh Factories Act, 2015 and the Sindh Shops and Commercial Establishments Act, 2015.

The number of holidays and leaves admissible to contracted workers in various activities and interventions under SIHPP are reflected in the last column of the table below.

Table 2 Summary of Applicable Rest and Leaves

<i>Leave Type</i>	<i>Position under Labor Laws</i>	<i>Number of Leaves/Holidays</i>
Weekly holiday	There is one weekly holiday under the Sindh Shops and Commercial Establishments Act and the Sindh Factories Act. In case a worker has to do work on weekly holiday, he will be given compensatory holiday.	One weekly holiday and a compensatory holiday if workers have to work on weekly holiday due to certain emergency.
Festival holiday	10 days in a calendar year with full wages festival holidays are permissible under the Sindh Shops and Commercial Establishments Act. Under the Sindh Factories Act, festival holidays are admissible as per the notification from Government.	10 days with full wages in a calendar year conforming to government notifications.
Casual leave	10 days with full pay in a calendar year under the Sindh Shops and Commercial Establishments Act and the Sindh Factories Act.	10 days with full wages in a calendar year
Sick leave	16 days with full wages in a calendar year under the Sindh Shops and Commercial Establishments Act and 16 days with half average wage in a calendar year under the Sindh Factories Act.	16 days with full wages in a calendar year
Annual leave	14 days in the Sindh Shops and Commercial Establishments Act and annual leaves can be accumulated up to 30 days. 14 days under the Sindh Factories Act which can be carried forward for 14 days and can be accumulated up to 28 days and payment should be made to the worker in lieu of leave not availed.	14 days with full wages and can be accumulated up to 30 days. Leaves can be cashed if not availed.
Maternity leave	The Sindh Maternity Benefits Act, 2018 provides for 16 weeks maternity leave with full wages i.e. four weeks before the expected date of delivery and 12 weeks after the delivery.	Maternity leave of 16 weeks i.e. Four weeks before the expected date of delivery and twelve weeks after the delivery.

8.5 Special Provisions for Women Workers

As provided under section 66 of the Sindh Factories Act, 2015 no woman shall be allowed to work in a factory except between 7 a.m. and 7 p.m. provided that if the employer arranges for transport facilities, which shall drop at the door steps of such worker, or nearest possible place, the female workers may work up to 10 p.m. in two shifts. Accordingly, under various interventions and activities under SIHPP, women will only be engaged in the night duty after obtaining their consent in writing and they will be provided with free and safe pick and drop facility during night work.

The government employees attached with the project and employees recruited for the project activities will be regulated under Government leave rules and medical entitlement.

Women contracted workers, along with medical coverage, will be entitled to maternity leave of 16 weeks as provided under the Sindh Maternity Benefits Act, 2018.

Section 53(1) of the Sindh Factories Act, 2015 requires provision of shelter to workers. The workers engaged in SIHPP by the contractors during construction and rehabilitation activities will be provided with shelter facility at workplace for use of workers during rest and if women are also engaged, they should be provided with separate shelter.

8.6 Minimum Wages

The Sindh Minimum Wages Act, 2015 provides for fixation of rates of minimum wages for workers of different categories. These rates are fixed and notified by the Government on the basis of the recommendations of the Sindh Minimum Wages Board.

All the contracted workers under SIHPP will be paid wages in accordance with the prescribed minimum rates of wages notified by the Government for different categories of workers.

Contracted worker who will be engaged for civil work (i.e. for construction and rehabilitation activities, and similar types of physical work which are on daily wage basis) will be paid on the basis of market rates. For daily wagers under the project, a uniform formula will be observed in order to ensure that they are paid at par with other contracted workers and they get an additional amount of 11 percent of their wages in respect of contribution for social protection (Social Security and old-age benefits). The wage of a daily wage worker will be calculated on the basis of the following formula: Monthly Minimum Wage for the Specific Category of Daily Wager + 11 % of that Wage.

The project will also ensure that salary of the direct workers specifically the staff at the lowest tier should not be less than the legally prescribed minimum wages of unskilled workers in the province.

8.7 Payment of Wages

As provided under section 6 of the Sindh Payment of Wages Act, 2015 all wages shall be paid to the employed persons in current currency through cross cheque or through bank transfer of any Scheduled Banks or commercial Banks along with provision of pay slip showing the details.

Deductions from the wages will be made only in accordance with the provisions of section 7 (2) of the Sindh Payment of Wages Act, 2015. Any deduction not in consonant with the provision of Sindh Payment of Wages Act will be considered as illegal.

Daily wage workers under SIHPP will be paid daily in cash with proper receipt and record will be maintained for such payments. All workers engaged by the contractors under SIHPP who are required to be paid on monthly basis will be paid wages /remuneration of the previous month by 7th of the following month i.e. within seven days of the lapse of the wage period.

8.8 Workers' Welfare and Compensation

Contractors working with the project will be responsible to register their establishments and workers with the Sindh Employees' Social Security Institution (SESSI) and Employees' Old-Age Benefits Institution (EOBI). They will also deposit necessary contribution of 6 percent of their employees' wages to the SESSI for health coverage of the secured employees and their dependents. The contractors/employers will also contribute their share of 5 percent of employees' wages to Employees' Old-Age Benefits Institution meant for old-age pension of the insured worker. All contractors have to ensure also that the registered employees/workers with these institutions are provided with proof/cards showing that they are secured and insured under SESSI and EOBI. Workers, employees secured under SESSI are entitled to many benefits including sickness benefit, injury benefit, maternity benefit, Iddat benefit, death grant, disability gratuity, partial pension, total disablement pension and survivors' pension. Benefits for the employees/ workers insured under EOBI are old-age pension, survivors' pension, invalidity pension and old-age grant.

Employers employing at least 20 workers will also be responsible for workers' compulsory group insurance of all permanent workers as provided under S.O. 12 of the Sindh Terms of Employments (S.O.) Act, 2015.

Contracted workers will be entitled to compensation in case of injury, occupational diseases or death as provided under the Sindh Workers' Compensation Act, 2015. Aggrieved workers or their heir can approach to the respective courts of Workers' Compensation Commissioners.

8.9 Termination of Contract

The contract of employment shall cease at the end of the period stated in the contract. However, the contract may be pre-terminated by the hiring authority due to breach of any provision thereof, breach of trust, loss of confidence, and for reasons detrimental to the interest of the agency, provided that the project worker is informed in writing at least 30 days prior to the affectivity of such termination. Likewise, the project worker may pre-terminate the contract provided that a written notice is submitted to the hiring authority, stating therein the reasons for the pre- termination, at least 30 days prior to the proposed date of affectivity thereof, and the same has been received, accepted, and approved in writing by the hiring authority. Industrial and Commercial Employment (Standing Industrial and Commercial Employment (Standing Orders) Ordinance 1968 was enacted to address to the contractual relationship between employer and employee. The ordinance is applicable to establishments employing 20 or more workers. The ordinance classifies workmen in six classes: permanent, probationers, temporary, apprentices and contract workers (the last category was added in 2006). The legislation requires that workmen should be provided the contract in writing, showing the terms and conditions of his service, at the time of hiring, promotion and transfer. It also requires that the wage rates paid to different categories of workers/work should be posted on the notice boards.

Termination of an employment contract may be either termination simpliciter, which is termination on grounds other than misconduct after a notice (section 12) or termination on account of misconduct (section 15). Notice of termination, for termination simpliciter, is mandatory for permanent employees. A notice of one month must be served before severing the employment relationship or payment of one month's wages in lieu of notice may be provided (Section 12.1). The law also obliges the employer to provide the termination certificate in writing stating the reason behind it. Although there is no specific provision for just cause dismissal, the requirement of written termination letter and section 41 of IRA 2008 which allow the labor court to inquire into the legitimacy

of termination provide that there should be bona fide and valid reason for dismissal.

Termination on account of trade union membership and activity is an invalid reason for termination (ILO, 2000). While termination is being done on account of misconduct, worker has still the right of fair hearing. Of the many types of misconduct is “go slow”, for which a worker can be fired. Termination on economic reasons/retrenchment has not been focused on law; however, law does provide the procedure of retrenchment (last come, first go) and preference for rehiring of retrenched workmen. In case of laying off the workers, they must also be given due notice or payment in lieu of notice. If the employer wants to close down the whole business or is terminating the employment of 50 or more workers, it must get the prior approval of labor court. An individual whose employment is terminated has first to use internal mechanisms for dispute resolution, however if he is not satisfied with the decision, he may appeal to the labor court. In that case, labor court is authorized to go into all the facts of the case and determine whether the termination was valid and bona fide or not. The above-mentioned ordinance also provides for severance pay/gratuity to be paid (when an employee resigns or his services are terminated other than misconduct) equivalent to 30 days wages for every completed year of service or any part thereof in excess of 6 months (for 20 years of service, this means 90 weeks of severance pay).

8.10 Deductions from Remuneration

No deductions other than those agreed upon in the contract or those prescribed by law or regulations shall be made from a worker’s remuneration. The hiring authority is prohibited to demand or accept from the worker any cash payment or gifts in return for admitting such worker to employment or for any other reasons connected with the terms and conditions of employment.

8.11 Workers’ Code of Conduct

The Project aims to ensure that project workers are protected under the World Bank’s ESS2 in the light of the local laws and they are facilitated to get their basic rights at the workplace and beyond. At the same time, the project also expects that workers are loyal to the cause, work with commitment in order to ensure that project objectives are realized in the requisite timeline. All project workers are expected to abide by the code of conduct provided in Annexure II: sample Workers’ Code of Conduct. In case of violation of the code of conduct (COC) by any of the workers, disciplinary proceedings as well as legal course will be adopted by the project management.

8.12 Workers’ Organization

Pakistan has ratified ILO’s Freedom of Association and Protection of the Right to Organize Convention, 1948 (No. 87) and Right to Organize and Collective Bargaining Convention, 1949 (No. 98). The Constitution of Islamic Republic of Pakistan guarantees this workers’ basic right under its Article 17. The country has a framework of industrial relations laws, regulating labor relations, dealing with formation of trade unions, determination of collective bargaining and workers’ participation in the management. The Sindh Industrial Relations Act, 2013 and Industrial Relations Act, 2012 (federal law) deal with registration of trade unions and regulation of industrial relations.

Workers working in the development projects may associate themselves in the form of organization or to join organization of their choosing without any restriction or condition by the management, any consultancy firm or

any contractor. Employees and workers can form trans-provincial unions or associations under Industrial Relations Act, 2012 or to establish their organizations under the Sindh Industrial Relations Act, 2013. Under these laws, the employer/ management shall not interfere or influence the process of formation of union or restrict workers to join any union or federation. Any such interference by the employer or his agent shall be taken as unfair labor practice and punishable under the relevant provisions of these enactments by the competent courts.

The worker's organizations formed under the relevant industrial relations laws will encourage participation of women. In this regard, the proviso of section 3 (i) of Sindh Industrial Relations Act states that in the establishment where women are also employed, the trade union shall include the women in the executive and office bearers of the said trade union with the same proportion in which they are employed in the establishment.

9 Grievance Redressal Mechanism

A dedicated Grievance Redress Mechanism (GRM) for project workers will be established, separate from the project GRM. The workers’ GRM will be based on the requirements of the WB’s ESS2. The project workers’ GRM will handle grievances related to their employment on the project, including on issues related to conflict with supervisors or other project workers, workplace issues, workers camp, health and safety concerns, SEA/SH, wage related issues including late and non-payment of wages, unauthorized deductions from wages, etc.

Project workers will be informed about this dedicated GRM at the start of their engagement, with periodic refreshers throughout their engagement. Handling of grievances will require objectivity, promptness, and responsiveness’ to the needs and concerns of aggrieved workers.

The worker’s GRM will also allow for anonymous complaints to be raised and addressed. Individuals who submit their complaints or grievances may request that their names be kept confidential, and this should be respected. Under ESS2, a worker’s GRM will be provided for all project workers, including direct workers, contracted/ supply workers, to raise workplace concerns, including SEA/SH issues at the workplace. Any type of worker who has any complaint or grievance has the right to present it and eventually receive a proper response against it.

The Project will appoint a labor GRM focal person in each project district—this may be the relevant District Manager People’s Primary Healthcare Initiative (PPHI or Health Officer, or any other suitable staff at district level. The focal person will be responsible to receive workers’ complaints and facilitate the resolution of the grievance. A PMU level workers GRC will also be established to provide oversight and guidance to the GRM focal persons. The workers’ GRC will be notified by the Project Director. The Project will ensure that workers’ GRC includes at least one female member.

Table 3 Composition of Workers' GRCs

Workers’ GRC	Members
PMU	Project director, social specialist (also act as gender focal person), relevant district Manager PPHI/ Health Officer coopted member from associated government department

The Project will ensure that the lodging of grievances is receptive to the literacy and language needs of all project workers. Project workers will be ensured easy access to the GRM at all project locations, and will be able to lodge complaints, if desired. Avenues for lodging of grievances will include toll free numbers, complaint boxes, SMS services, in-person, and other methods.

The project worker’s GRM will operate according to the following key principles:

- It will be made equitably available to all direct and contracted project workers
- Prompt, understandable, and transparent resolution of grievances
- Independent and objective operation
- Project workers will not incur any charges to use the GRM
- Anonymous grievances will be allowed and facilitated accordingly. Such grievances will be treated equally as non-anonymous grievances
- There shall be no discrimination against workers who lodge grievances, and all grievances will be treated confidentially

- It will not impede access to other judicial or administrative avenues for resolving grievances that exist under national and provincial laws, or existing mechanisms of contractors.

9.1 Grievance Redress Procedure

Grievances from project workers may be lodged directly with the workers' GRCs, or with the workers' GRM Focal Persons. Submitted grievances shall be recorded by and assigned unique identifier codes (UID). Once a grievance is lodged, the UID is provided to the complainant, as well as a timeline for resolution. This will take place on the same day the grievance is received.

The GRM focal person will conduct the first review of the grievance, and identify the party responsible for its resolution. The responsible party and the GRM focal person will conduct an inquiry into the grievance to identify its root cause, and subsequent resolution measures. In case the GRM focal person is unable to identify a resolution, the case will be elevated to the respective workers' GRC at the PMU. Upon identification of appropriate resolution measures, the details of the resolution will be recorded by the GRM focal person, and the decision will be communicated to the complainant within 10 days.

On a monthly basis, the workers' GRM focal persons will produce a status report as part of its regular reporting to the PMU. An annual sex-disaggregated qualitative review of a sample of complaints processed (ensuring variation such as along type of complaint, resolution status etc.) will also be undertaken to analyze the efficacy of the system. Regular monitoring of the grievance mechanism and its outcomes, particularly of trends and patterns, will be critical to ensuring to identify systemic problems and adapt practices accordingly.

9.2 GBV/SEA/SH Related Grievances

Complaints related to GBV/SEA/SH will be escalated directly to the PMU workers' GRC. The PMU Social (also act as Gender focal person) Specialist will be responsible for handling of the grievance, including recording, escalation and referrals to identified services providers who are approved to manage GBV related complaints. Details guidelines on the receiving and management of GBV/SEA/SH complaints will be provided in the Project SEA/SH Action Plan, and will be added to the GRM procedures accordingly.

The Worker's GRM Focal Persons will also maintain a register of such complaints, and will provide a summary status report of all complaints lodged on a monthly basis with the Social Specialist (also act as gender focal person) of the PMU.

All concerned responsible staff shall hold regular meetings with project workers to discuss any work-related issues and concerns. Every grievance raised by a worker will be documented with the actions undertaken by the PIU and contractors to address such grievance. The aggrieved worker may raise any issue anonymously through a letter which shall be submitted to their immediate supervisor's office. Any grievances which are left unattended by the contractor can be submitted by the worker to the PIU, in which case, actions shall be taken to resolve the issue. Any labor dispute shall be first resolved through mediation, conciliation, and arbitration, in order to provide an efficient procedure in the settlement of disputes and to promote autonomy and freedom of the parties to make their own arrangements to resolve their grievance.

10 Contractor Management

Contractors are required to monitor, keep records and report on terms and conditions related to labor management. The contractor must provide workers with evidence of all recruitments, payments made, including social security benefits, pension contributions or other entitlements regardless of the worker being engaged on a fixed term contract, full-time, part-time or temporarily. They are expected to be fair in execution of their contract with the project ensuring that all provisions of LMP are implemented. There should not be any unfair labor practices on their part. They are required to maintain and produce the record whenever required by the Project management in this regard including the following:

1. **Labor conditions:** records of workers engaged under the Project, including contracts, registry of induction of workers, hours worked, leave record, maternity benefits, remuneration and deductions (including overtime), negotiation with workers organization and compliance of collective bargaining agreements, (if any);
2. **Safety:** recordable incidents and corresponding inquiries and follow-ups, first aid cases, high potential near misses, and remedial and preventive activities required and rehabilitation measures;
3. **Workers:** number of workers, indication of origin (expatriate, local, non-local nationals), gender, age with evidence that no child labor and forced labor are involved, and skill level (unskilled, skilled, supervisory, professional, management).
4. **Training/ induction:** dates, number of trainees, and topics.
5. **Worker grievances:** details including occurrence date, grievance, and date submitted, actions taken with dates, resolution (if any) and date, and follow-up yet to be taken— grievances listed should include those received since the preceding report and those that were unresolved at the time of that report.
6. **Reporting:** contractors will be responsible to submit reports on the implementation of LMP in respect of their companies and workers engaged under SIHPP on monthly basis to the PMU.
7. **Evaluation:** The project will put in place a system of monitoring and evaluation to monitor and evaluate the working of contractors on a quarterly basis and to issue reports of such evaluations.

The overall responsibility of ensuring implementation of LMP through contractors and contractors is entrusted with the project management which will put in place a robust mechanism of coordination, monitoring, oversight and evaluation.

The PMU will ensure that all contractors are legitimate and reliable entities and that they have procedures established for management of labor in compliance with this LMP. The PMU will monitor the performance of contractors in relation to contracted workers, focusing on compliance by contractors with their contractual agreements (obligations, representations, and warranties). This may include periodic audits, inspections, and/or spot checks of project locations or work sites and/or of labor management records and reports compiled by contractors. Contractors' labor management records and reports may include: (a) a representative sample of employment contracts or arrangements between third parties and contracted workers; (b) records relating to grievances received and their resolution; (c) reports relating to safety inspections, including fatalities and incidents and implementation of corrective actions; (d) records relating to incidents of non-compliance with national law; and (e) records of training provided for contracted workers to explain labor and working conditions and OHS for the project.

11 Community Workers

Community workers are not envisaged to form a part of this project.

12 Primary Suppliers

Primary supply workers for the Project are the employees of suppliers for the provision of goods and services essential to the project's implementation. For SIHPP, these include workers from suppliers of project inputs including (but not limited to): construction equipment and materials, laboratory and medical equipment, ambulances/mobile clinics. All provisions in this LMP shall also apply to primary supply workers.

Primary suppliers are responsible for ensuring that there will no child labor, forced labor, or bonded labor in their establishments. The workers of primary suppliers should be protected under all relevant national and provincial laws.

Primary suppliers must also ensure the occupational health and safety of their workers, and must report to the Project Management any accidents, fatalities, or serious injuries incurred during the implementation of the project.

All primary suppliers will provide annual updates to the PMU on the status of implementation of the LMP within their respective establishments.

Bidding documents issued by the PMU shall include all the requirements described in the LMP to ensure that primary suppliers are aware of and implement the necessary compliance measures. When sourcing for primary suppliers, the project will require such suppliers to identify the risk of child labor/ forced labor and serious safety risks associated with the primary supply chain. The PMU and the consultants will review and approve the purchase of primary supplies from the suppliers following such risk identification/ assessment. Where appropriate, the Project will be required to include specific requirements on child labor/ forced labor and work safety issues in all purchase orders and contracts with primary suppliers.

ANNEX I: Due Diligence for Hiring of Contractors

All activities and interventions under SIHPP will consider the following during selection of contractors for provision of labor or services where workers are involved:

- 1) LMP should be made part of the Request for Proposal (RFP) in order to seek contending contractor's understanding and experience of implementing LMP, both should be given due weightage during evaluation of RFP.
- 2) Contending contractors should be asked to provide proof of their registration with Sindh Labor Department, Sindh Employees' Social Security Institution/ Department and Employees' Old-Age Institution (licenses, registrations, permits, and approvals).
- 3) Applicants should be asked to provide their record of compliance of labor and OSH standards during the last five years.
- 4) The Project will also require for the following:
 - a) Reports on accidents and fatalities record and notifications to authorities;
 - b) Record of legally required workers' benefits and proof of workers' registration in the related institutions/ programs;
 - c) Workers' payroll record, including hours worked and pay received;
 - d) Identification of safety committee members and records of meetings;
 - e) Plan and experience of addressing socio-cultural issues usually raising due to influx of workers at construction sites (for contractors applying for construction work);
 - f) Copies of previous contracts as contractors and suppliers, showing inclusion relevant provisions of LMP.
- 5) The contending applicants may also be guided that the applicants will be preferred on the following grounds (proof required):
 - a) If they are promoting trade union activities in the establishments and believing in social dialogue.
 - b) If they are promoting women employment with gender equities.
 - c) If they are employing and promoting employment of persons with disabilities.
 - d) If they believe in consultation and due representation to workers in all relevant committee.
 - e) If they have established a robust Grievance Redress Mechanism to address workers individual and collective grievances.
 - f) If they had good record of addressing issues confronting to host communities due to workers' influx at construction sites.
 - g) If they have never been prosecuted or penalized on the basis of labor violation by the Inspector/Government.

Finally, the contending contractors/ firms or short listed contractors may be given an opportunity of presentation before the PMU to advocate their case highlighting specific approach and strategy to implement LMP, if selected.

ANNEX II: Workers' Code of Conduct

I, _____, acknowledge that that adhering to environmental, social, health and safety (ESHS) standards, following the project's environmental, social, health and safety (OHS) requirements, preventing GBV/SEA/SH and child abuse/exploitation is important. Any activity, which constitutes acts of gross misconduct is therefore grounds for sanctions, penalties, or even termination of employment. All forms of misconduct are unacceptable be it on the work site, the work site surroundings, or at worker's camps. Prosecution of those who commit any such misconduct will be pursued as appropriate. I agree that while working on this project, I will:

1. Consent to a security background check;
2. Treat women, children (persons under the age of 18), project staff including other workers, and persons with disability with respect regardless of race, color, language, religion, political or other opinions, national, ethnic, or social origin, property, birth, or another status;
3. Not use language or behavior towards men, women, or children/learners that are inappropriate, harassing, abusive, sexually provocative, demeaning, or culturally inappropriate;
4. Carry out his/her duties competently and diligently;
5. Comply with all applicable national/provincial laws, regulations, and World Bank requirements
6. Comply with the CESMP as approved by the Client to meets its ESHS and OHS objectives as well as preventing and/or mitigating the risks of GBV
7. Maintain a safe working environment including but not limited to:
 - a. Ensuring that workplaces, machinery, equipment, and processes under each person's control are safe and without risk to health, preventing avoidable accidents, and reporting conditions or practices that pose a safety hazard or threaten the environment
 - b. Wearing required personal protective equipment;
 - c. Using appropriate measures relating to chemical, physical and biological substances, and agents; and
 - d. Following applicable emergency operating procedures.
8. 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 at work site, the work site surroundings/nearby communities, or at worker's camps
9. Not participate in sexual activity with children/learners—including grooming or online grooming. Mistaken belief regarding the age of a child and consent from the child is not a defense;
10. Not exchange money, employment, goods, or services for sex, with community members including sexual favors or other forms of humiliating, degrading, or exploitative behavior;
11. Refrain from all forms of GBV, are unacceptable, regardless of whether they take place on the work site, the work site surroundings, at worker's camps or within the local community.
12. Attend training related to HIV and AIDS, SEA/SH, occupational health, and any other relevant courses/Trainings as a part of this project;
13. Report to the relevant committee any situation where I may have concerns or suspicions regarding acts of misconduct by a fellow worker, whether in my company or not, or any breaches of this code of conduct provided it is done in good faith;
14. Regarding children (under the age of 18):
 - a. Refrain from hiring children for labor, which is inappropriate given their age, or developmental stage, which interferes with their time available for education and recreational activities, or which places them at significant risk of injury.
 - b. Bring to the attention of my manager the presence of any children on the construction site or engaged in hazardous activities.
 - c. Comply with all relevant local legislation including labor laws and World Bank requirements in relation to child labor and forced labor.
15. Refrain from any form of theft for assets and facilities including from surrounding communities.

16. Remain in the designated working area during working hours;
17. Refrain from possession of alcohol and illegal drugs and other controlled substances in the workplace and being under the influence of these substances on the job and during working hours;
18. Follow prescribed environmental occupation health and safety standards;
19. Channel grievances through the established grievance redress mechanism.

I do hereby acknowledge that I have read the foregoing Code of Conduct, do agree to comply with the standards contained therein and understand my roles and responsibilities to prevent and respond to ESHS, OHS, and GBV issues. I understand that any action inconsistent with this Code of Conduct or failure to act mandated by this Code of Conduct may result in disciplinary action which could include:

1. Informal warning.
2. Formal warning.
3. Additional Training.
4. Loss of up to one week's salary.
5. Suspension of employment (without payment of salary), for a minimum period of 1 month up to a maximum of 6 months.
6. Termination of employment.
7. Report to the Police if warranted.

Signed by: _____

Signature: _____

Date: _____

For the Employer/Contractor

Signed by: _____

Signature: _____

Date: _____

مزدورن جو ضابطو اخلاق

آئون نالي، _____، تصديق ڪيان ٿو ته، پروجيڪٽ ماحولياتي، سماجي، صحت ۽ حفاظت (پيشاورنه) جي معيارن جون گهرجون پوريون ڪرڻ، جي بي وي/سي اي اي/ايس ايڇ ۽ ٻارن جو استعصال جي روڪڻ تمام ضروري آهي ۽ ان جو آئون پابند رهندس. منهنجي ڪابه اهڙي سرگرمي جيڪا سخت بد سلوڪي جي عملن ۾ هجي ته ردعمل ۾ سزا يا روزگار جو خاتمو ٿي سگهي ٿو. ڪم جي سائيت، سائيت جي ارد گرد يا ڪئمپ ۾ ڪنهن به قسم جي بدسلوڪي هرگز قابل قبول نه هوندي.

آئون يقين ڏيارين ٿو ته منصوبي تي ڪم دوران هيٺين ڳالهين تي عملدرآمد رهندس؛

1. چال چلڻ، يا ڪنهن ڏوه ۾ ملوث جي جانچ پڙتال جي رضامندي،
2. عورتن، ٻارن (18 سالن کان گهٽ عمر جي فردن)، منصوبي جي عملي سميت ٻين ڪارڪنن، ۽ معذور شخصن جو احترام بغير ڪنهن رنگ، نسل، ٻولي، مذهب، سياسي يا ٻين رايين، قومي، نسلي، يا سماجي اصل، ملڪيت، پيدائش، يا ٻي حيثيت جي بنياد تي،
3. مردن، عورتن، ٻارن / شاگردن سان غيراخلاقي ٻولي يا غيرمناسب رويو جئين؛ تنگ ڪرڻ، بدسلوڪي، هراسان ڪرڻ، جنسي طور اشتعال انگيز، يا ثقافتي ساڃاڻي ساڃاڻي مجرو نه ڪرڻ،
4. پنهنجي فرضن کي قابليت ۽ محنت سان انجام ڏيڻ،
5. سڀني قابل اطلاق قومي/صوبائي قانونن، ضابطن ۽ ورلڊ بئنڪ جي ضرورتن جي تعميل ڪرڻ،
6. ڪلائنٽ پاران منظور ڪيل سي اي ايس ايم پي جي تعميل ڪرڻ، جيڪو اي ايڇ ايس ۽ او ايڇ ايس جا مقصدن ۽ گڏوگڏ جي بي وي جي خطرن کي روڪڻ يا گهٽائڻ جي گهرجن جي پورائي ڪري ٿو.
7. ڪم ڪرڻ جي بهتر ماحول کي برقرار رکڻ سان گڏوگڏ هيٺين ڳالهين جو ڌيان رکڻ؛
(ا) يقين دهائي ڪرڻ ته هر هڪ ماڻهو، ڪم ڪرڻ جي سائيت، مشينون، اوزار، ۽ طريقيقار کي بهتر ۽ محفوظ رکي ته انهن سان ڪنهن جي صحت کي ڪو خطرو لاحق نه ٿئي، پاسو ڪرڻ جهڙي حادثن جي روڪڻ، ۽ سڀني غير محفوظ حالتن ۽ عملن جي آگاهي ڏيڻ جيڪي حفاظتي خطرن ۽ غير محفوظ ماحول جو سبب بڻجن.
(ب) گهربل ذاتي حفاظتي اوزار پائڻ،
(ب) ڪيميائي، جسماني ۽ حياتياتي مادن، ۽ ايجنٽ سان لاڳاپيل مناسب احتياطي قدمن کي استعمال ڪرڻ، ۽
(پ) قابل اطلاق ايمرجنسي آپريٽنگ طريقيقار جي پيروي ڪرڻ.
8. ڪنهن به قسم جي جنسي ڏاڍائي ۾ ملوث نه ٿيڻ جنهن ۾ ناپسنديده جنسي پيش رفت، جنسي خواهشن لاءِ درخواستون، ڪم جي سائيتي يا ان جي چوڌاري/ ويجهن برادرين، يا مزدورن جي ڪئمپن ۾ جنسي نوعيت جي ٻين ناپسنديده زباني يا جسماني عمل شامل آهن.
9. ٻارن/ سڪيا ڏيندڙن سان جنسي سرگرمين ۾ حصو نه وٺڻ. ٻار جي عمر جي حوالي سان غلط عقيدو ۽ ٻار کان رضامندي دفاع نه هوندو.
10. آس پاس رهاڪوئن سان جنسي خواهشن جي بدلي ۾ پئسا، روزگار، سامان، يا خدمتن جي ڏيهه وٺ نه ڪريو، جنهن ۾ جنسي خواهشون، يا ٻئي ڪنهن قسم جي ذلت يا استحصال رويو آهن،
11. جي بي وي جي سڀني قسمن کان پاسو ڪريو، اهي ناقابل قبول آهن، قطع نظر اهي ڪم جي سائيت تي، ڪم جي سائيت جي چوڌاري، مزدورن جي ڪئمپن ۾ يا مقامي ماڻهن سان هجي.
12. هن پروجيڪٽ جي حصي طور ايڇ آئي وي ۽ ائيدس، سي اي اي/ايس ايڇ، پيشه ورانه صحت، ۽ ڪنهن ٻئي لاڳاپيل ڪورسز/ٽريننگز سان لاڳاپيل تربيت ۾ شرڪت ڪريو؛
13. لاڳاپيل ڪمپني کي ڪنهن به صورتحال جي رپورٽ ڪريو جتي مون کي خدشو يا شڪ هجي ته ڪنهن ساڻي ڪم ڪندڙ طرفان بدانتظامي جي عملن جي باري ۾، جيتوڻيڪ اهو منهنجي ڪمپني ۾ هجي يا نه، يا هن ضابطه اخلاق جي ڪنهن به خلاف ورزي آهي، بشرطي اها نڪ نڪي سان ڪئي وئي هجي؛
14. ٻارن جي باري ۾ (18 سالن کان گهٽ عمر):
(ا) ٻارن کي مزدوريءَ لاءِ ڀرتي ڪرڻ کان پاسو ڪريو، جيڪو سندن عمر جي لحاظ کان نامناسب هجي، جيڪو سندن تعليم ۽ تفريحي سرگرمين ۾ مداخلت ڪري، يا جيڪو ٻارن لاءِ خطري سان ڀريل هجي.
(ب) ڪنهن به ٻارن جي تعميراتي سائيت تي يا خطرناڪ سرگرمين ۾ مصروف ۽ موجودگي جو پنهنجي مئنيجر جي ڌيان ۾ آڻيو.
(ب) ٻارن جي مزدوري ۽ جبري مزدوري جي حوالي سان سڀني لاڳاپيل مقامي قانون سازي جي تعميل ڪريو جنهن ۾ مزدورن جي قانون ۽ ورلڊ بئنڪ جي گهرجون شامل آهن.
15. آس پاس جي ڪميونٽين سميت اثائن ۽ سهولتن جي ڪنهن به قسم جي چوري کان پاسو ڪريو.
16. ڪم جي وقت دوران مقرر ڪيل ڪم واري علائقي ۾ رهو؛
17. ڪم جي جڳهه ۾ شراب ۽ غير قانوني منشيائت ۽ ٻين پابندي مڙهيل مادو جي قبضي ۽ انهن شين جو ڪم دوران استعمال ۽ ان جي اثر هيٺ نوڪري ڪرڻ کان پاسو ڪيو؛
18. پيش ڪيل ماحولياتي پيشه ورانه صحت ۽ حفاظت جي معيارن تي عمل ڪريو؛

19. شڪايتن جي حل لاءِ قائم ڪيل شڪايتن جي حل واري ميڪانيزم جو استعمال ڪرڻ.

مان هن ريت تسليم ڪريان ٿو ته مون مٿين ضابطه اخلاق کي پڙهيو آهي، ان ۾ موجود معيارن تي عمل ڪرڻ تي متفق آهيان ۽ اي ايس ايس ايس، او ايس ايس ۽ جي پي پي مسئلن کي روڪڻ ۽ جواب ڏيڻ لاءِ منهنجي ڪردار ۽ ذميواري کي سمجهان ٿو. مان سمجهان ٿو ته ڪوبه عمل هن ضابطه اخلاق سان مطابقت رکي ٿو يا هن ضابطه اخلاق پاران لازمي طور تي عمل ڪرڻ ۾ ناڪامي جي نتيجي ۾ ٿي سگهي ٿو تنظيم و ضبط جي ڪارروائي جنهن ۾ شامل ٿي سگهي ٿو:

1. غير رسمي خبردار ڪرڻ
2. رسمي خبردار ڪرڻ.
3. اضافي تربيت.
4. هڪ هفتي جي پگهار تائين جي ڪٽوٽي .
5. روزگار جي معطلِي (پگهار جي ادائينگي کان سواءِ)، گهٽ ۾ گهٽ 1 مهيني جي عرصي تائين وڌ ۾ وڌ 6 مهينن تائين.
6. ملازمت جو خاتمو.
7. جيڪڏهن ضرورت هجي ته پوليس کي رپورٽ ڪريو.

تصديق ڪندڙ _____ صحيح _____
بتاريخ _____

ٺيڪيدار لاءِ ؛
تصديق ڪندڙ _____ صحيح _____
بتاريخ _____

ANNEX III: ToC for Occupational Health and Safety Management Plans

1. Introduction
2. Scope of Document
3. Project Overview
 - 3.1 Project Information - Details of Key Members of the Project Team
 - 3.2 Description of Proposed Works
 - 3.3 Project Health, Safety and Environmental Goals & Objectives
 - 3.4 Project Constraints, Restrictions and Existing Services
 - 3.5 Register of Key Construction Documents
4. Project Management
 - 4.1 Management Structure & Organizational Structure
 - 4.2 Communication and Continued Liaison
 - 4.3 Design Changes Throughout Works
 - 4.4 Selection and Control of Contractors
 - 4.5 Health and Safety Management
 - 4.6 Site Access
 - 4.7 Induction
 - 4.8 Toolbox Talks
 - 4.9 Permits
 - 4.10 Training
 - 4.11 First Aid/Accident & Incident Reporting
 - 4.12 PPE
 - 4.13 Plant and Equipment
 - 4.14 Breaches to H&S – Red Card/Yellow Card
5. Setting of Standards
 - 5.1 Statutory Requirements
 - 5.2 General Site Rules
6. Risk Assessments & Method Statements
7. Welfare Arrangements
8. Monitoring and Review
9. Project Specific Health & Safety Information
 - 9.1 Design Considerations
 - 9.2 Ground Conditions
 - 9.3 Deliveries
 - 9.4 Traffic Management
 - 9.5 Fire and Emergency Provisions
 - 9.6 Storage of Materials
 - 9.7 Storage and Collection of Waste
 - 9.8 Contact with Live Services
10. Site Hazards and Controls
 - 10.1 Slips, Trips and Falls
 - 10.2 Manual Handling
 - 10.3 Lifting Operations

- 10.4 Management of Plant and Machinery
- 10.5 Falls from Height
- 10.6 Noise and Vibration
- 10.7 Excavations
- 10.8 Confined Spaces.
- 10.9 COSHH
- 10.10 Adverse Weather Conditions
- 10.11 Electrical Connections, Testing and Commissioning
- 11. Waste and Environmental Considerations
- 12. Security Arrangements
- 13. Complaints and External Liaison
- 14. Health and Safety File

ANNEX IV: Incident/ Accident Reporting Format

B1: Incident Details:			
Date of Incident:	Time:	Date Reported to PMU:	Date Reported to WB:
Reported to PMU by:	Reported to WB by:	Notification Type: Email/'phone call/media notice/other	
Trading Name of Main Contractor:		Trading Name of Subcontractor:	
B2: Type of Incident (Please check all that apply)			
Fatality <input type="checkbox"/> Lost Time Injury <input type="checkbox"/> Displacement Without Due Process <input type="checkbox"/> Child Labor <input type="checkbox"/> Acts of Violence/Protest <input type="checkbox"/> Disease Outbreaks <input type="checkbox"/> Forced Labor <input type="checkbox"/> Unexpected impacts on heritage resources <input type="checkbox"/> Unexpected impacts on biodiversity resources <input type="checkbox"/> Environmental pollution incident <input type="checkbox"/> Dam failure <input type="checkbox"/> Other <input type="checkbox"/>			
B3: Description/Narrative of Incident			
<i>Please replace text in italics with brief description, noting for example:</i> <ol style="list-style-type: none"> <i>I. What is the incident?</i> <i>II. What were the conditions or circumstances under which the incident occurred (if known)?</i> <i>III. Are the basic facts of the incident clear and uncontested, or are there conflicting versions? What are those versions?</i> <i>IV. Is the incident still ongoing or is it contained?</i> <i>V. Have any relevant authorities been informed?</i> 			
B4: Actions taken to contain the incident			
Short Description of Action	Responsible Party	Expected Date	Status
For incidents involving a contractor: Have the works been suspended (<i>for example, under Contract GCC7.6 or GCC8.9 of Works</i>)? Yes <input type="checkbox"/> ; No <input type="checkbox"/> ; Please attach a copy of the instruction suspending the works.			
B5: What support has been provided to the affected people?			

C1: Investigation Findings

Please replace text in italics with findings, noting for example:

- I. where and when the incident took place*
- II. who was involved, and how many people/households were affected*
- III. what happened and what conditions and actions influenced the incident*
- IV. what were the expected working procedures and were they followed*
- V. did the organization or arrangement of the work influence the incident*
- VI. were there adequate training/competent persons for the job, and was necessary and suitable equipment available*
- VII. what were the underlying causes; were there any absent risk control measures or any system failures*

C2: Corrective Actions from the investigation to be implemented (to be fully described in Corrective Action Plan)

Action	Responsible Party	Expected Date

C3a: Fatality/Lost time Injury information

Cause of fatality/injury for worker or member of the public (please check all that apply):

1. Caught in or between objects 2. Struck by falling objects 3. Stepping on, striking against, or struck by objects 4. Drowning 5. Chemical, biochemical, material exposure 6. Falls, trips, slips 7. Fire & explosion 8. Electrocutation 9. Homicide 10. Medical Issue 11. Suicide 12. Others *Vehicle Traffic*: 13. Project Vehicle Work Travel 14. Non-project Vehicle Work Travel 15. Project Vehicle Commuting 16. Non-project Vehicle Commuting 17. Vehicle Traffic Accident (Members of Public Only)

Name	Age/DOB	Date of Death/Injury	Gender	Nationality	Cause of Fatality/Injury	Worker (Employer)/Public

C3b: Financial Support/Compensation Types (To be fully described in Corrective Action Plan template)

1. Contractor Direct 2. Contractor Insurance 3. Workman’s Compensation/National Insurance 4. Court Determined Judicial Process 5. Other 6. No Compensation Required

Name	Compensation Type	Amount (US\$)	Responsible Party

C4: Supplementary Narrative

For incidents involving a contractor:

Have the works been suspended in part or whole (for example, while corrective actions are put in place under Contract GCC7.6 or 8.9 of Works)? Yes ; No ;

Please attach a copy of the instruction suspending the works.