



# LABOR MANAGEMENT PROCEDURES

## PAKISTAN RAISES REVENUE PROJECT (PRRP)- ADDITIONAL FINANCING

FEDERAL BOARD OF REVENUE  
GOVERNMENT OF PAKISTAN

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AEOI	Auto Exchange of Information
DES	Digital Enforcement Station
EHS	Environmental, Health and Safety Guidelines
ESF	Environmental and Social Framework
ESMP	Environmental and Social Management Plan
ESS	Environmental and Social Standard
FBR	Federal Board of Revenue
GIIP	Good International Industry Practices
GN	Guidance Note
GRM	Grievance Redress Mechanism
HIV/AIDS	Human Immunodeficiency Virus/ Acquired Immunodeficiency Syndrome
HR	Human Resource
ICT	Information Communication Technology
LMP	Labor Management Procedures
MP	Management Position
OHS	Occupational Health and Safety
PMU	Project Management Unit
PPE	Personal Protective Equipment
PRRP	Pakistan Raises Revenue Project
SOP	Standard Operating Procedure
WB	World Bank

## 1. Overview of Labor Use on the Project

The Pakistan Raises Revenue Project (PRRP) will support the implementation of the FBR's Transformation Roadmap. The project is a seven-year<sup>1</sup> investment project financing (IPF) operation with disbursement-linked indicators (DLIs) that has two components: (a) Component 1: results-based component, and (b) Component 2: a traditional IPF component that finances investments in ICT.

The Additional Financing (AF) is intended to scale up Component 2 (traditional input-based Investment Project Financing (IPF) component) of the PRR Project to support the Government of Pakistan's Federal Board of Revenue (FBR) in implementation of its new Transformation Plan. The AF incorporates a Level 2 Restructuring to introduce new activities and change some activities under the existing Component 2. It also updates the results framework to reflect revised outputs linked with Component 2 and extends the closing date.

The Labor Management Procedures (LMP) for the PRRP were initially developed in 2021. In 2025, the LMP is being updated to reflect the additional financing provided to the project. This LMP has 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. 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 except community 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.

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<sup>1</sup> Initially five-year project (2019-2024)

### **1.1.1 Direct Workers**

The project's direct workers will comprise the project-based staff of the PMU. Direct Workers include the staff of the FBR/PMU who will work on the project for the duration of the project implementation. Estimated number of Direct Workers: approx. 10+ staff in PMU including consultants and support staff. Workers for dismantling of ICT equipment may be site specific or nominated by FBR/Pakistan Customs to perform dismantling at all sites. Exact number of workers to be identified before dismantling starts at each site. The workers will be from the existing staff of FBR and Pakistan Customs for short duration with particular assignment on safe dismantling of ICT equipment ensuring safety of critical data and usable equipment for other purposes.

### **1.1.2 Contracted Workers**

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

- Installation of the new ICT equipment at already existing sites of FBR and Pakistan Customs. Exact number of workers to be identified in accordance with the project's procurement plan and before award of contract for provision and installation of new ICT equipment. Nevertheless, contractor will provide 4 to 5 workers (trained and expert in respective field) for installation activities at each site.
- Construction related activities at Digital Enforcement Stations (DES) sites. It is anticipated that contractor will provide 10 to 12 workers (trained and expert in respective field) for construction related activities at each site. Exact number of workers to be identified in accordance with the project's procurement plan and before award of contract.
- Consultants at PMU who will provide technical services as may be required from time to time by the FBR to provide technical assessments or studies, and other related technical work when necessary. The estimated number of consultants is approximately 10 (for development of strategic tools/documents, capacity training, monitoring and reporting on LMP implementation). The number of such consultants may increase depending upon the emerging needs for further technical services required by FBR.

PRRP envisages that due to the nature of the Project with particular reference to e-waste recycling/disposal, and that the FBR is a Federal Government Organization, Migrant Workers, who will include local or international migrants, may be engaged in the sub activities of this Project such as e-waste disposal. FBR will be responsible for ensuring that any employment/engagement of migrants for the project will conform to the provisions of ESS2 and the national laws in which the migrant workers will be employed in relation to the Project.

### **1.1.3 Primary Supply Workers**

Primary supply workers on PRRP will be the workers of the entities from which the Project procures essential goods, including ICT 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 (technical personnel with advanced specialist training, e.g., Seconded government officials, consulting professionals, project administrators, ICT skilled technicians, etc.) unskilled/ semi-skilled (ancillary staff with relevant vocational training e.g. drivers, general construction workers, e-waste handlers and disposal labor, etc.). Staff for the PMU.

The implementing agency will ensure that the following conditions are met to prioritize the employment of national workers: vacant positions intended to be filled at the national level will be advertised on widely accessible national platforms, such as daily newspapers and the official FBR website; national applicants will be given preference where the required skills are available locally; and semi-skilled labor positions such as drivers, equipment technicians, and similar roles will be reserved exclusively for Pakistani nationals. Members of vulnerable groups (including women, and persons with disabilities, and persons from other disadvantaged/marginalized groups) will be given priority where possible. The technical experts and consultants may be hired internationally as required.

## **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 will be hired on an on-demand basis as needed during project implementation. Support Staff of PMU will work in accordance with the HR rules of FBR.

### **1.3.2 Contracted Workers**

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. They will generally be for a minimum of 3 months on renewable basis and potentially for the entire duration of the Project.

The Short-Term consultants will also be engaged by the Project to undertake short period assignments include providing additional capacity as required including provision of technical backstopping, performance evaluations, assessments or studies. The estimated number of consultants is approximately 10 personnel. Short Term consultants are engaged for a short-term period of not more than six months and the labor requirement including the time schedule and deliverables are stipulated in their respective work ToRs and contracts.

## 2. Assessment of Key Potential Labor Risks

### 2.1. Project Activities

The PRRP project comprises the following components:

**Component 1** includes actions for simplifying tax procedures and enhancing transparency, implementing Risk-Based Inspections, Post-Clearance Audits (PCA) in Customs and expansion of E-services for taxpayers and traders, and institutional development of FBR for efficiency and accountability. This component will not involve workers for any physical work.

**Component 2** of PRRP focuses on provision of IT/ICT equipment in FBR offices throughout Pakistan. This involves upgrading the Data Center and integrating databases. The project will provide computers, printers, copiers, scanners, networking components like switches, routers, servers, etc. The additional financing will be utilized for upgrading the IRS and Pakistan Customs' operations and systems. This will include Strengthening of Tax Administration, ICT system upgrading, improving processes and upgrading the existing systems.

Under Component 2, strengthening of processes of Pakistan Customs will be a major activity under the additional financing. One of the major activities under additional financing will be the creation of 16 fully equipped Digital Enforcement Stations where limited civil works will be involved.

The Additional Financing (AF) of Component 2 outlines the restructuring and additional financing for the Pakistan Raises Revenue Project, aligned with the FBR's Transformation Plan. The Additional Financing aims to scale up Component 2 (Investment Project Financing) by introducing new activities, revising existing ones, updating the results framework, and extending the project end date to June 30, 2027. Key activities under Component 2 include modernizing IT infrastructure with an active-passive private cloud, enhancing data warehouse and business intelligence tools, strengthening customs operations through digital enforcement stations and cargo tracking systems, and upgrading connectivity for FBR offices. The additional financing will also support capacity building, AI-driven risk management, and faceless appraisalment to improve tax compliance and revenue mobilization.

The project will be implemented nationwide in urban centers (FBR offices) and border control posts (Pakistan Customs): Islamabad Capital Territory, provinces of Balochistan, Khyber Pakhtunkhwa, Punjab, and Sindh. No new construction is involved throughout the project. The project will support financing of automation and computerization of the Tax processes and offices at National and provincial levels. The project aims to contribute to a sustainable increase in domestic revenue by broadening the tax base and facilitating compliance.

Substantial use of labor is mostly anticipated to arise from implementation of project activities relating to construction activities for establishment of Digital Enforcement Stations and installation of new ICT equipment and disposal of e-waste. World Bank Funds will be

used primarily for: Establishment of Digital Enforcement Stations, Installation of new ICT equipment at FBR and Pakistan Customs offices, Software for ICT equipment and Disposal of e-waste.

## 2.2. Key Labor Risks

Potential labor related risks of the PRRP project include<sup>2</sup> the following:

- Occupational health and safety risks that may arise during the construction of DES, installation of new equipment and e-waste disposal.
- Construction of DES, installation of new equipment and e-waste disposal 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.
- Labor influx, which 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.
- Expansion of inland customs points may create risks of exploitation for vulnerable individuals and groups.
- 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 extension workers, 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.
- With regards to contractors and suppliers there is a risk of non-compliance of labor laws by the employer that may arise from labor wages/rates and delays of payment; disagreement over working conditions (particularly overtime payments and adequate rest breaks); provision of personal protective equipment (PPEs); limited employment opportunities; and health and safety concerns in the work environment. Further, there is a risk that employers may retaliate against workers for demanding legitimate working conditions, or raising concerns regarding unsafe or unhealthy work situations, or any grievances raised, and such situations could lead to labor unrest and stoppage of work.
- PRRP activities related to contractors for provision of new ICT equipment and disposal of e-waste may pose discrimination impacts towards workers. The potential

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<sup>2</sup> Detailed descriptions of risks and mitigation measures are provided in the PRRP Environmental and Social Management Plan, available from:

<https://documents1.worldbank.org/curated/en/099920110312228193/pdf/P16598203d2b9d080a42c0b78150b51f11.pdf>

areas of discrimination include inappropriate treatment or harassment of project workers related, for example, to gender, age, disability, ethnicity, or religion; potential exclusion or preferences with respect to recruitment, hiring, termination of employment, working conditions, or terms of employment made on the basis of personal characteristics unrelated to inherent work requirements; in training and development provision.

- Security risks due to the establishment of checkpoints for DES in different provinces at border areas.

At management and supervision level during DES construction activities as well as dismantling, installation and disposal activities for ICT equipment, PRRP's team comprising Social Management Specialist and Contracts Management Specialist will ensure the quality of work and implementation of LMP guidelines while monitoring the activities on regular basis. Site specific supervision of activities and implementation of LMP will be the responsibility of Environmental and Social Focal Person (ESFP) nominated by FBR and Pakistan Customs for the sites where project activities will be implemented.

Overall supervision and policy guidance on LMP will be the responsibility of National Level Team comprising Project Director, Social Management Specialist and Contracts Management Specialist.

### **3. Brief Overview of Labor Legislation: Terms and Conditions**

This chapter provides an overview of labor legislation in Pakistan relevant to the PRRP 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 such as livelihood security, prohibition of bonded labor, abolition of slavery, and the right to association. Specific articles related to labor rights 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. 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.

### **3.3. 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)

### **3.4. Federal Labor Laws**

This section provides an overview of the various federal laws governing labor issues in Pakistan.

#### **3.4.1 Factories Act, 1934**

The 1934 Factories Act regulates labor within factory settings, encompassing working conditions, child labor, labor hours, wages, rest periods, overtime, holidays, and health and safety measures. It also addresses environmental concerns, specifically through Section 14, which mandates appropriate waste and effluent disposal from manufacturing activities.

#### **3.4.2 Industrial Relations Act, 2010**

The 2012 Industrial Relations Act focuses on the governance of labor-management relations, offering mechanisms for workers to formally address grievances to employers directly, through a shop steward, or trade union within a specified timeframe following an incident. It clearly defines termination scenarios and empowers Labor Courts to investigate and determine if there has been a breach of natural justice or unjust employer actions, protection against power misuse, victimization, or unfair labor practices.

#### **3.4.3 West Pakistan Maternity Benefits Ordinance, 1958 (The West Pakistan Maternity Benefit Rules, 1961**

This law universally covers female workers in all establishments, granting 12 weeks of maternity leave. Employers are responsible for compensating maternity benefits at the rate

of the last wages paid for six weeks before delivery and for the subsequent six weeks post-delivery.

#### **3.4.4 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.

#### **3.4.5 Employees Old Age Benefits Act, 1976**

The Act provides for old age benefits for individuals employed in industrial, commercial, and other organizations.

#### **3.4.6 Minimum Wages (Unskilled Workers) Act, 2013**

The Minimum Wages Act defines the establishment of minimum wages for unskilled workers.

#### **3.4.7 Disabled Persons (Employment and Rehabilitation) Act, 2015**

This Act provides for the employment, rehabilitation, and welfare of disabled persons, and for matters related to their well-being.

#### **3.4.8 Employment of Children Act, 1991**

Article 11(3) of the Pakistan Constitution mandates the prohibition of child labor, specifically forbidding the employment of individuals under 14 years in factories, mines, or hazardous roles. Complementing this directive, the 1991 Employment of Child Act (ECA) enforces the ban on child labor nationwide, defining a child as anyone under 14 years. The ECA specifically precludes children from working in listed sectors like transportation, railways, construction, ports, or any workshops engaging in specified processes.

#### **3.4.9 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.

#### **3.4.10 Pakistan Occupational Health and Safety Act 2018**

This act to ensure safe and healthy working conditions for the people at work; by authorizing enforcement of the rules and regulations developed under the Act; by assisting and encouraging the organizations, institutions and geographic areas governed by the federal government in their efforts to ensure healthy and safe working conditions; by providing for research, information, education, and training in the field of occupational health and safety.

### 3.4.11 Civil Services Act 1973

The law governing the service matters of the federal government employees is the Civil Services Act 1973. Under this Act, a civil servant is defined as, "...a person who is a member of an All Pakistan Service or of a civil service of the Federation, or who holds a civil post in connection with the affairs of the Federation, including any such post connected with defence." The Civil Services Act 1973 covers areas such as terms of employment, appointments, probation, confirmation of service, seniority, promotion, postings and transfers, termination of service, retirement, post-retirement employment, conduct, discipline, pay and other monetary benefits such as leave and pensions. For this PRRP, civil servants may be temporarily appointed on additional charge basis during the absence of PRRP specific staff i.e. on vacant position until the position is filled.

**Contractual staff:** The government can hire consultants/sector experts to help improve its functioning and help plug gaps in technical expertise within departments. The contracts of employment of such staff are governed under the specified terms. Top cadre contractual staff are normally hired according to the Management Position (MP) scales, which are generally equivalent in terms of seniority to officers in BPS 20 to 22.<sup>3</sup> MP contracts are normally issued for a period of up to two years, and include medical cover and gratuity. Consultants can also be hired through other arrangements for any duration of assignment, as specified by the department. Contracts can be terminated by either side per the terms of notice period mentioned in the Contract, which is commonly one month.

## 3.5. Provincial Labor Laws

The project will be implemented nationwide in urban centers (FBR offices) and border control posts (Pakistan Customs): Islamabad Capital Territory, provinces of Balochistan, Khyber Pakhtunkhwa, Punjab, and Sindh. Therefore, the project will also take into account the requirements of provincial labor laws.

The following subsections detail the relevant provincial labor laws applicable to the identified workers, considering the potential risks and impacts of the project.

### 3.5.1 Sindh Province

- Sindh Industrial Relations Act, 2013
- Sindh Workers' Welfare Fund Act, 2014
- Sindh Employees Old-Age Benefits Act, 2014
- Sindh Companies Profits (Workers' Participation) Act, 2015
- Sindh Minimum Wages Act, 2015
- Sindh Terms of Employment (Standing Orders) Act, 2015
- Sindh Bonded Labor System (Abolition) Act, 2015
- Sindh Factories Act, 2015

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<sup>3</sup> MP-III is normally equivalent to BPS-20, MP-II to BPS-21 and MP-I to BPS-22.

- Sindh Shops and Commercial Establishment Act, 2015
- Sindh Payment of Wages Act, 2015
- Sindh Prohibition of Employment of Children Act, 2017
- Sindh Employees Social Security Act, 2016
- The Sindh Occupational Safety and Health Act, 2017
- The Sindh Workers' Compensation Act, 2015
- The Sindh Maternity Benefits Act
- The Sindh Labor Policy, 2018

### **3.5.2 Punjab Province**

- The Punjab Workmen's Compensation (Amendment) Act, 2013
- Factories Act, 1934
- Punjab Minimum Wages Act, 2019
- Punjab Employees' Social Security Ordinance, 1965
- Punjab Workers Welfare Fund Act, 2019
- Punjab Occupational Health and Safety Act, 2019
- Punjab Domestic Workers Act, 2019
- Punjab Restriction on Employment of Children Act, 2016
- Punjab Protection of Women against Violence Act, 2016
- Punjab Maternity Benefit Ordinance, 1958

### **3.5.3 Khyber Pakhtunkhwa**

- Khyber Pakhtunkhwa Workers' Compensation Act, 2013
- Khyber Pakhtunkhwa Factories Act, 2013
- Khyber Pakhtunkhwa Minimum Wages Act, 2013
- Khyber Pakhtunkhwa Workers Welfare Fund Act, 2013
- Khyber Pakhtunkhwa Employees' Social Security Ordinance, 1965
- The Khyber Pakhtunkhwa Prohibition of Employment of Children Act, 2015
- Khyber Pakhtunkhwa Commission on the Status of Women Act, 2016
- Protection Against Harassment of Women at the Workplace Act, 2020
- Khyber Pakhtunkhwa Child Protection and Welfare Act, 2010
- Khyber Pakhtunkhwa Prohibition of Employment of Children Act, 2015.
- Khyber Pakhtunkhwa Labour Policy 2018
- Khyber Pakhtunkhwa Occupational Safety and Health Act, 2022

### **3.5.4 Balochistan Province**

- The Balochistan Occupational Safety and Health Act, 2022
- The Balochistan Shops and Establishment (Amendment) Act, 2022
- The Balochistan Factories Act, 2021.
- The Balochistan Industrial and Commercial Employment (Standing Orders) Act, 2021
- The Balochistan Payment of Wages Act, 2021

- The Balochistan Minimum Wages Act, 2021
- The Balochistan Employment of Children (Prohibition and Regulations) Act, 2021
- The Balochistan Bonded Labour System (Abolition) Act, 2021
- The Balochistan Employees’ Social Security Act, 2022
- Employees’ Old-age Benefits Act, 1976
- The Workers’ Compensation Act, 2022
- The Balochistan Maternity Benefits Act, 2022
- The Balochistan Industrial Relations Act, 2022

### **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: OHS**

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

### **4.1. International Conventions**

Pakistan is signatory to the following international conventions and agreements:

#### **4.1.1 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.

#### **4.1.2 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.

#### **4.1.3 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.

#### **4.1.4 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.

## **4.2. National and Provincial Legislations on OHS**

### **4.2.1 Pakistan Occupational Health and Safety Act 2018**

This act to ensure safe and healthy working conditions for the people at work; by authorizing enforcement of the rules and regulations developed under the Act; by assisting and encouraging the organizations, institutions and geographic areas governed by the federal government in their efforts to ensure healthy and safe working conditions; by providing for research, information, education, and training in the field of occupational health and safety. This act applicable to the identified workers due to the anticipated health and safety risks associated with the project activities.

### **4.2.2 Sindh Occupational Health and Safety Act, 2017**

The Act makes provisions for occupational safety and health conditions at all workplaces in the province for the protection of workers during work. Under the Act, an Occupational Safety and Health Council will be established in Sindh with secretary of Sindh government's Labor and Human Resources Department as its chairperson.

The act applies in any Project situation where worker's rights and protections are enforced. This act applicable to the identified workers due to the anticipated health and safety risks associated with the project activities.

### **4.2.3 Punjab Occupational Health and Safety Act, 2019**

It ensures the health and safety of workers across the province. The Act mandates employers to provide a safe working environment by implementing safety protocols, hazard controls, and health measures to prevent accidents, injuries, and occupational diseases. It establishes requirements for the provision of protective equipment, training, and emergency procedures, while also setting guidelines for workplace inspections and the enforcement of safety standards, aiming to reduce workplace risks and protect workers' well-being. This act applicable to the identified workers due to the anticipated health and safety risks associated with the project activities.

### **4.2.4 Khyber Pakhtunkhwa Occupational Safety and Health Act, 2022**

The act makes provisions for the occupational safety and health of the persons at workplace and to protect them against risks arising out of the occupational hazards in order to promote safe and healthy working environment catering to the physical, and psychological needs of the workers at workplace and to provide for matters connected therewith or ancillary thereto. This act applicable to the identified workers due to the anticipated health and safety risks associated with the project activities.

#### **4.2.5 Balochistan Occupational Safety and Health Act, 2022**

The purpose of the provision is to ensure occupational safety and health conditions in all workplaces, protecting individuals from the risk of work-related injuries and promoting a safe, healthy, and suitable working environment that considers the physical, physiological, and psychological needs of all employees. The law deals with health and safety provisions at workplace and determines duties of employers and workers for promotion of health and safety culture. This act applicable to the identified workers due to the anticipated health and safety risks associated with the project activities.

#### **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, occupational health and safety issues amongst others.

## 5. Responsible Staff

### 5.1. PMU Responsibilities

Overall responsibility for managing the Project lies with the PMU/FBR, including the aspects of implementing the Labor Management Procedures. FBR will require contractors and consultants contact and work with FBR officers to ensure their activities are in conformance with project OHS requirements and also in line with the provisions of ESS2 in relation to health issues relating to the project workforce and to security personnel for the project. The implementation of which will be supervised by the PMU on a regular basis. The PMU will provide support in implementing this LMP through their environmental and social specialists. The Project Director and the entire PMU have responsibility for the implementation of these components which are integral to the project.

The FBR will implement and monitor the provisions of this LMP as follows and provide policy guidance to PMU, contractors and suppliers on issues related to workers.

- 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 Annex A – Company’s/Contractors Commitment to Comply with Workers’ Code of Conduct, Annex B – Due Diligence for Hiring of Contractors, and **Error! Reference source not found.**
- Upholding commitments to all categories of project workers, as outlined in this LMP, the ESMP, 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
- Ensuring that project workers are properly informed of the grievance mechanism
- Maintaining records of recruitment and employment, including age verification of hired workers (including sub-contractors), verifying compliances with codes of conduct and other commitments reflected in this LMP.
- Providing induction and regular training to project workers on OHS issues
- Providing training on implementation of the LMP to contractor’s OHS specialists /focal persons
- Reporting to the World Bank on labor and OHS performance, and of any incidents or accidents (Annex D: Accident Reporting Form) involving project workers.
- Ensure that contractors and suppliers provide induction and regular training to their contracted workers on environmental, social and OHS issues.
- Implementing the workers’ GRM, as described in Section 9 of this LMP including ensuring that grievances received from the contracted workers are resolved promptly and report the status of grievances and resolutions regularly to FBR and the World Bank.

- Require primary supplier(s) to identify and address risks of child labor, forced labor and serious safety issues and undertake due diligence to ensure this is done.
- Monthly reporting to 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.
- Report to FBR on labor and OHS performance.

The ESFP, reporting to FBR or Project Director, will be responsible for monitoring, supervising, and reporting on health and safety issues, including details of key responsibilities and reporting arrangements between the contractors hired to undertake some of the works such as establishing quarantine and isolation centers. Other functions of the ESFP will include: Raising awareness and training of workers, monitoring, supervising, and reporting on health and safety issues, including details of key responsibilities and reporting arrangements vis-à-vis the project's contractor; coordinating and reporting arrangements between contractors; making follow-ups on the feedback mechanisms between the contractors and their workers and flagging out any issues for redress; and reporting the overall progress of the project on a regular basis.

## 5.2. Contractor Responsibilities

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. 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 PMUs 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 PMUs.

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 **Error! Reference source not found.**

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. In order for potential bidders to be aware of Environmental and Social performance requirements, the FBR will incorporate standardized Environmental, Social and Occupational Health and Safety clauses in the tender and contract documents, and the bidders will be required to reflect and implement the clauses for the duration of the project's contract.

Accordingly, PRRP will implement the Labor Policies and Procedures by adhering to the following obligations and principles, which will also be inserted as terms and conditions in all project procurement/bidding documents:

- The FBR and Pakistan Customs will be accountable to enforce compliance by contractors.
- The FBR and Pakistan Customs will be responsible for ensuring that all contractor(s) make available for inspection all documentation related to Environmental, Social and Occupational Health and Safety management including the LMP, is available for inspection at any time by the FBR and Pakistan Customs and the World Bank.
- The FBR and Pakistan Customs will be responsible for ensuring that recruitment procedures for all project workers, including those employed/engaged by contractors and primary suppliers will be transparent, public and non-discriminatory, and open with respect to ethnicity, religion, sexuality, disability or gender.
- The FBR and Pakistan Customs will be responsible for ensuring that decisions relating to the employment or treatment of project workers will not be made on the basis of personal characteristics unrelated to inherent job requirements. The employment of project workers will be based on the principle of equal opportunity and fair treatment, and there will be no discrimination with respect to any aspects of the employment relationship, such as recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, or disciplinary practices. Where national law is inconsistent with this paragraph, the project will seek to carry out project activities in a manner that is consistent with the requirements of this paragraph to the extent possible.
- Applications for employment in PMU will only be considered if submitted via the official application procedures established or recommended by the FBR.
- Clear job descriptions will be provided in advance of recruitment and will state the qualifications and skills required for each post.
- The contractual arrangements with each project worker must be clearly defined.

- All workers will have written and signed contracts describing terms and conditions of work and will have the contents explained to them in a language they understand. Workers will sign the employment contract and will be given the original signed version. The Employer will maintain a copy of the signed contract on file at all times for inspection.
- Workers will be informed at least two months before their expected release date of the coming termination, or as otherwise stated in their contract letters.
- The FBR will ensure that every project worker receives at least the legal minimum wage, as well as social security and other payments/benefits required by the Government of Pakistan; the amount of salary per month will increase if the government increases the minimum wage.
- All government civil servants working in connection with the project, whether full-time or part-time, will remain subject to the terms and conditions of their existing public sector employment agreements/arrangements.
- All contractors, subcontractors, and primary suppliers will ensure that they have qualified staff who are fluent in English and local languages at the respective project worksites in relation to project activities and in all communications with the project workforce.
- The project will ensure compliance with all national laws, policies and protocols and World Bank guidance concerning management of the workforce.
- The FBR and all contractors, subcontractors, and primary suppliers shall ensure that wages to project workers are paid once per month, paid in legal tender, and paid directly to the individual worker. Payment shall not be made in the form of promissory notes, vouchers or coupons. Workers shall be free to dispose-off their earnings as they choose.
- The FBR and all contractors, subcontractors, and primary suppliers shall ensure that payments to project workers are made in a transparent manner, showing clearly the gross wages, any deductions taken and for what purpose, and net wages due. Deductions shall be made only if prescribed by national laws or regulations or fixed by collective agreement or arbitration award.
- To ensure absence of child labor and considering the hazardous nature of work required for e-waste management, the project will not employ or engage in connection with the project any person under the age of 18 years. The FBR will ensure that this requirement is strictly applied to all workers which are hired directly in relation to the project and regarding all workers engaged by contractors/subcontractors and primary suppliers for the project.
- The FBR will ensure that the project will not engage/employ forced labor, labor procured through trafficking in persons, or prison labor for any purpose in relation to the project, including any work involving direct hires, workers engaged through contractors/subcontractors, and workers engaged through primary suppliers.

- To ensure appropriate occupational health and safety measures are undertaken, the FBR will ensure that contractor/subcontractor procurement documents:
  - adequately address OHS risks through inclusion of clearly specified remedies for non-compliance with OHS requirements;
  - specify that contractors/subcontractors must employ/engage qualified environmental, social and health safety staff in relation to the project;
  - specify that contractors/subcontractors must provide for all workers under their control/employment regular workplace OHS awareness and training; and
  - specify that contractors/subcontractors must undertake regular monthly OHS monitoring and reporting to FBR/PMU in relation to the project.

## **6.2. Occupational Health and Safety**

PRRP is committed to comply with legislation which relates to the occupational health and safety requirements as stipulated in Chapter 3 as well as other federal and provincial OHS Acts. In addition, to be complied with WB ESS2 and ESS 4. These laws and standards will enable OHS hazards identification and risk elimination through promotion of appropriate skills, knowledge and attitudes towards hazards

The PMU designated environmental and social specialists will be additionally trained in 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. 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.

Contractors involved in construction, installation of ICT equipment and e-waste disposal activities will be required to prepare activity specifically Occupational Health and Safety Management Plans (OHSMP), where required. 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

## 7. Age of Employment

As stipulated in the International Labor Organization Conventions (138) on minimum age, the minimum age of employment is 18 years. This provision is consistent with the Employment and Labor Laws of Government of Pakistan and provinces. The Project will therefore target participation of both men and women who are at least the minimum age of 18 at the time of recruitment. During the Project implementation various tools will be used to verify age of workers. Such tools include among others Birth certificates, National Identity Cards or travel Passports, which will be filled in each employee's records. In the circumstances where these documents are not available the Affidavit of Birth will be used. The consequence of breaching FBR's standard on child labor may result in termination of the contract.

If a child below the minimum legal working age is found employed on the project, measures will be taken to immediately terminate the employment or engagement of the minor in a responsible manner, taking into account the best interest of the minor. In this case, the following procedures will be applied:

- Conduct routine document check process without raising the alarm.
- Review documents detaining the age of the child and verify that they are genuine.
- Remove the child from all work immediately if checks on the document confirm the child is underage.
- If documentary evidence is inconclusive, checking the age of the child may entail communication or meeting with parents and guardians of children, contacting local labor authorities to validate identification, and conduct medical checkups to assess age.
- Search for and obtain contact details particularly mobile phone number of child's parents or guardian. Where possible, obtain the home address of the child too.
- Talk to the child about the risks and hazards of child labor and ensure that the child understands what is happening and why.
- Arrange for a meeting with the contractor and site supervisor. Communicate the policies and basic positions regarding child labor with the official met.
- Contact the parents/guardians to ensure that they understand and agree with what is happening and to explain the risks and hazards of child labor.
- Identify whether there are any other child workers by reviewing all the personnel records at the workplace.
- To ensure that no new child worker is hired, give advice to the contractor on improving age verification systems.

## **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).

The terms and conditions applicable to the employees are defined in the contracts, which provide for the rights of the employees in accordance with the Code of work. 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. Where exigencies of the service require such personnel to work for 6 days or 48 hours, the Project workers shall be entitled to a compensatory time off to offset the overtime rendered. No worker shall be allowed to render services beyond the 48-hour overtime.

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 for 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;
- 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 or 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/ FBR 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 Urdu and send it 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. They can also lodge case of individual grievance in the concerned Labor Court.

### **8.3. Rest and Leave**

Each project worker is entitled to a 2-day rest period during weekends (Saturday and Sunday). Workers shall be entitled to a rest day on regular holidays recognized by the province. Each worker is entitled to 10 days casual leave with full pay during a year. Workers are also entitled to 16 days sick leave with half pay (8 days with full pay) in a year. Festival holidays as notified by the provincial government with full pay (usually 10-13) are also allowed. If a worker is required to work on a festival holiday, he will be given one day additional compensatory holiday with full pay and a substitute holiday.

### **8.4. Special Provisions for Women Workers**

No woman shall be allowed to work on a site except between 7 A.M. and 7 P.M. provided that if the employer arranges for transport facilities, which shall drop at the doorsteps of such

worker, or nearest possible place, the female workers may work up to 10.00 p.m. in two shifts.

The government employees attached to 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 as per relevant provincial and federal laws.

The workers engaged in PRRP by the contractors during construction, installation of ICT equipment and e waste disposal 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

### **8.5. Minimum Wages**

All the contracted workers under PRRP 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 in civil works (i.e. for construction activities, and similar types of physical work which are on daily wage basis) will be paid based on 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 to 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.

### **8.6. Payment of Wages**

The laws relating to fixation and payment of remuneration include the Punjab Minimum Wages Act, 2019, The Khyber Pakhtunkhwa Minimum Wages Act, 2013 Sindh Payment of Wages Act 2015, the Sindh Minimum Wages Act 2015, the Sindh Terms of Employment (Standing Orders) Act 2015, The Balochistan Payment of Wages Act 2021 and The Balochistan Minimum Wages Act, 2021

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 made under the relevant provincial or federal laws. Any deduction not in consonance with the relevant Act will be considered as illegal.

Daily wage workers under PRRP will be paid daily in cash with proper receipt and record will be maintained for such payments.

All workers engaged by the contractors under PRRP 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.

### **8.7. Workers' Welfare and Compensation**

Contractors working with the project will be responsible for registering their establishments and workers with the Employees' Old-Age Benefits Institution (EOBI). They will also deposit necessary contribution 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 must ensure also that the registered employees/workers with these institutions are provided with proof/cards showing that they are secured and insured under EOBI. Insured workers 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. Contracted workers will be entitled to compensation in case of injury, occupational diseases or death as provided under the relevant provincial workers compensation acts.

### **8.8. 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 effectiveness 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 effectivity 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 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 workers 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 noticeboards.

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 to a 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).

### **8.9. 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.

### **8.10. 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 **Error! Reference source not found.** In case of violation of the code of conduct by any of the workers, disciplinary proceedings as well as legal course will be adopted by the project management.

### **8.11. 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 federal and provincial laws 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 join organization of their choice without any restriction or condition by the management, any consultancy firm or any contractor. Employees and workers can form trans-provincial unions or associations. The employer/ management shall not interfere in or influence the process of formation of union or restrict workers to joining 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, 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 Mechanism

A dedicated Grievance Redress Mechanism (GRM) for project workers will be established, separate from the project GRM. 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, wage related issues including late and non-payment of wages, unauthorized deductions from wages, etc. as per the requirements of ESS2.

A project specific GRM has been developed as a component of the overall Environmental and Social Management Plan of the Project. FBR/PMU will put in place the separate GRM for project workers before hiring of contractors and subsequent hiring of workers by contractors. The GRM system will be based on FBR/PMU which has been designed as per the requirements of section C of ESS 2. GRM has a design and properties to promptly address concerns, employing such processes that are understandable and transparent, and proceedings are in a language that the complainant understands.

Grievances of government servants, private sector workers or the general public against government employees can also be taken up through institutions such as the Ombudsman's offices which are located in all four provinces and at the federal level. There is now also a functional Prime Minister's complaint cell in place, known as the Citizen's Portal, through which a complaint against a civil servant can be sent directly to the PM's Secretariat.

The Project will appoint a labor GRM focal person at each project site, this may be the relevant Focal Person already trained by the PRRP, or any other suitable staff at office 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 appointed at PMU to provide oversight and guidance to the GRM focal points. The workers' GRC will be notified by the Project Director. The Project will ensure that each worker's GRC includes at least one female member wherever available.

The grievance mechanism provides all direct workers and contracted workers (and, where relevant, their organizations) to raise workplace concerns. Such workers will be informed of the grievance mechanism at the time of recruitment and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all such project workers. The grievance mechanism will not impede access to other judicial or administrative remedies that might be available under the law. The composition of workers GRCs will include Project director, social specialist, relevant Focal Person, 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 anonymously 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 worker's may be lodged directly with any of 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 3 days.

On a monthly basis, the workers' GRM focal persons will produce a summary status report and share with the relevant PMU, which will consolidate and report as part of its regular reporting. 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.

#### **9.1.1 GBV/SEA/SH Related Grievances**

Complaints related to GBV/SEA/SH will be escalated directly to the PMU workers' GRC. The PMU Social 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. The PMU Social Specialist 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 PMU.

## 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. Each contractor engaged by the Project to provide services will be expected to adopt the protective measures outlined in this document. 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 for submitting reports on the implementation of LMP in respect of their companies and workers engaged under PRRP 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. For contract bidding and contracts for the Project, the FBR will use the World Bank's 2017 standard procurement documents, which include labor, and occupational health and safety requirements. The FBR will incorporate standard language, based on project requirements drawn from ESS2, and other sections of the World Bank Environmental and Social Framework and supporting

documentation, in the tender and contract documents to ensure potential bidders are aware of the environmental and social requirements to be met under the project.

The FBR will also state in the tender documentation that adherence to national legislation regarding labor and employment relations and occupational health and safety is a prerequisite for participation in the project. The FBR/PMU will make reasonable efforts to ensure that parties awarded contracts for the project are reliable law-abiding entities that do not have a history of problems relating to disrespect for national labor law, unresolved labor disputes, or frequent work-related accidents.

The PMU/FBR 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; (e) records of training provided/ attended; and (f) the number of hired and terminated employees in the given period, the number of hours worked, overtime, regularity of payment.

## **11. Primary Supply Workers**

Primary supply workers for the Project are the employees of suppliers for equipment central to the project's implementation. For PRRP, these include workers from suppliers of project inputs including (but not limited to) construction equipment and materials, ICT equipment, solar panels etc. All provisions in this LMP shall also apply to primary supply workers.

Primary suppliers are responsible for ensuring that there will be no child labor, forced labor, or bonded labor in their establishments. The workers of primary suppliers should be protected under the Employees' Social Security Institution, and Employees Old Age Institution. They shall also be covered under all relevant national and provincial compensation laws.

Primary suppliers must also ensure the occupational health and safety of their workers and must report to 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/FBR on the status of implementation of the LMP within their respective establishments.

Bidding documents issued by the PMU/FBR shall include all the requirements described in the LMP to ensure that primary suppliers are aware of and implement the necessary compliance measures.

## **Annex A – Company’s/Contractors Commitment to Comply with Workers’ Code of Conduct**

The company is committed to ensuring that the project is implemented in such a way which minimizes any negative impacts on the local environment, communities, and its workers. This will be possible through observance of labor and social standards. Along with commitment of implementing labor standards under LMP, the company is also committed to creating and maintaining an environment where children under the age of 18 will be protected, and where Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) and Gender Based Violence (GBV) have no place and shall be dealt under respective plans and commitments made by the company with the project.

Therefore, to ensure that all those engaged in the project are aware of this commitment, the company commits to ensure implementation of the “Workers’ Code of Conduct” through the following:

1. The company—and therefore all employees, associates, representatives, contractors and suppliers—commits to complying with all relevant national laws, rules and regulations.
2. The company commits to implement in letter and spirit the ‘contractors’ declaration’ and the provisions of LMP, OSH Standards and all social compliances relating to employment, workplace, residence of workers and in connection with workers’ interaction with local communities.
3. The company commits to observe non-discriminatory policy; treating women, children (persons under the age of 18), and men with respect regardless of race, color, language, religion, political or other opinion, national, ethnic or social origin, property, disability, birth or other status.
4. Through actions and policies, the company will demonstrate respect for women and will act promptly against any act or behavior by any individual which lead towards SE, SH, GBV and SEA.
5. The company shall ensure that interactions with local community members are done with respect and non-discrimination.
6. The Company commits to undertake utmost efforts in order to ensure observance of ‘Workers’ Code of Conduct’ through:
  - a) Translating ‘Workers’ Code of Conduct’ in Urdu and in local language understandable to workers and get it signed by all its workers engaged under PRRP and to submit signed copy of this in respect of every worker to the project within one month of the engagement of every worker.
  - b) Displaying the ‘Workers’ Codes of Conduct’ prominently and in clear view at workers’ camps, offices, and in public areas of the workspace. Examples of areas include waiting, rest and lobby areas of sites, canteen areas and health clinics.

- c) Ensuring that posted and distributed copies of the ‘Workers’ Codes of Conduct’ are translated into the appropriate language of use in the work site areas as well as for any international staff in their native language.
- d) Making ‘Workers’ Code of Conduct’ as part of workers’ training and orientation programs so that the workers are educated towards their role and responsibilities.
- e) Making necessary arrangements in order to ensure strict implementation of ‘Workers’ Code of Conduct’ by assigning responsibilities, designating officials and developing action plans.
- f) Developing monitoring and review mechanism for the effective implementation of the ‘Workers’ Code of Conduct.
- g) Establishing punishment and reward mechanism for observance of ‘Workers’ Code of Conduct’ and maintaining its record.

I do hereby acknowledge that I have read the foregoing company’s commitments to implement ‘Workers’ Code of Conduct’ and on behalf of the company agree to comply with these commitments. I understand my role and responsibilities to support the project in observing ‘Workers’ Code of Conduct’ and understand that any action inconsistent with these warrants strict action by PRRP.

Company name: \_\_\_\_\_

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

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

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

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

## **Annex B – Due Diligence for Hiring of Contractors**

All activities and interventions under PRRP 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 relevant (provincial/ federal) Labor 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 equity;
  - 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 committees;
  - 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 C – Contractors’ Declaration**

We/ I ..... (Name of the Firm/ Contractor) .....engage (no of workers as regular staff and (workers as temporary workers.....as Contractor / Firm.

We as partner of PRRP do hereby commit to abide by the provisions of this LMP during our operations with the project.

In pursuance of the commitment, we/ I are hereby obliged to undertake the following:

1. We/I commit to abide by the standards on working conditions, terms of employment, working hours, leaves, holidays, minimum wages and payment of wage and benefits to the workers under the LMP developed for contracted workers under PRRP.
2. We/I pledge not to use child labor, forced labor and bonded labor. Neither we/ I will support any use of labor which is prohibited under laws of the land including trafficking in persons and engaging adolescents in construction work and works declared hazardous under the Schedule of the relevant provincial / federal Prohibition of Employment of Children Act.
3. We/I believe in equal opportunities for both men and women and to abide by the principle of non-discrimination in employment, training and remuneration as determined under the LMP for PRRP.
4. We/I will respect and adhere to all privileges, quotas and facilities for vulnerable groups of workers (including women workers, persons with disabilities, minorities, ethnic groups and persons from specific origin) granted under specific laws and Government’s notifications and provided under the LMP.
5. Our/My specific commitments are to provide a safe and healthy work environment at the workplaces under our/ my control by taking appropriate measures to prevent occupational illnesses and injuries:
  - a. As project partners, we/I shall take all reasonable precautions to prevent harm to all our/ my workers and other project workers engaged by other contractors or the project at the same workplace and in the surroundings.
  - b. We/I believe that it is through cooperation and collaboration that a safety culture can be developed under PRRP and in order to pursue that objective, we/ I hereby pledge to support the project’s health and safety initiative(s).
  - c. In individual capacity, we/ I pledge to eliminate hazards and to mitigate them if elimination is not possible and where there is a requirement, workers will be provided with safety equipment, clothing, devices, etc. for their own safety and safety of co-workers.
  - d. We/ I will ensure that the machinery and equipment used during the course of our activities with PRRP will be safe and protected for the workers and proper training is provided to the operators and other workers so as to minimize accidents at workplace.

- e. We/ I commit to cooperating fully with the concerned Government Authorities responsible for support and guidance for safety of the workers at the workplace in the public interest.
  - f. We/ I owe that workers’ training and retraining on OSH, emergency preparedness, awareness through dissemination of OSH IEC material and display of basic OSH informational messages at conspicuous places of the workplace are crucial to highlight significance of health and safety of workers and other persons available at project sites.
6. We/ I commit to register our/ my workers under social protection institutions.
  7. We/ I pledge to promote workers right of association, worker’s participation with the management and workers’ right of information in our/ my capacity as far as our role and responsibilities are concerned.
  8. We/ I pledge to cooperate with the management of PRRP in order to mitigate the impacts of influx of workers on local communities and will make all necessary arrangements including provision of reasonable residential facilities to workers in camps, measures (orientation, monitoring and counselling of workers) and precautions as suggested in the LMP so that to avoid untoward incidences and social conflict.
  9. We/ I commit to abide by and take necessary measures in the light of the Project’s specific plans and instructions to address Sexual Exploitation and Abuse/Harassment (SEAH) and Gender Based Violence (GBV).
  10. Lastly, in good faith, we/ I pledge to abide by all the project instructions meant for protection, welfare and benefit of project workers.

Signature ..... Date: .....

Name: ..... Designation: .....

Seal: .....

Witnesses:

1. ....

2. ....

## Annex D – Accident Report Form

Serious Incident Report	
General Information	
Project name, country, region	
Contractor Name	
Person submitting the information	
Organizations and/or companies involved in the incident	
Details of the people affected, status names, ages, gender, profession. Details of the community or communities involved	
Details of the Incident	
Date and time the Incident occurred	
Location	
Type of Incident	Fatalities, serious injuries and accidents at work <input type="checkbox"/>
	Fatalities, serious injuries and accidents affecting local communities and others <input type="checkbox"/>
	Violations of human rights or accusation of human rights violations, incl. sexual and gender-based violence and harmful child labor <input type="checkbox"/>
	Conflicts, disputes and disturbances leading to loss of life, violence or the risk of violence <input type="checkbox"/>
	Environmental incidents <input type="checkbox"/>
Detailed chronological description of the Incident and its circumstances (if possible, with photos)	
Root Cause Analysis	
Detailed description of key causal factors (internal and external), potential management failings and identification of absent/ inadequate/ failed/ unused management and control measures (e.g., non-compliances with E&S standards or measures)	
Specification of relevant roles and responsibilities of the agencies, authorities and others involved	

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Reaction to the incidents by the victims, involved families or communities as well as local/national/international media			
Agency or agencies responsible for investigation of the case. What is the scope of the investigation? Does this include a root cause analysis?			
<b>Response and Corrective Actions</b>			
Description of the response (if available) and agencies involved.			
Description of any corrective actions, plans or next steps to prevent the incident from recurring or follow up to close the case or proceed with further investigations (include action plan with responsibilities and schedule)			
<b>Incident Report Approval</b>			
	Position	Name	Date
Prepared by			
Approved by (E&S Coordinator or Senior Management)			

## **Annex E – Sample Workers’ Code of Conduct**

I \_\_\_\_\_ acknowledge that preventing any misconduct as stipulated in this code of conduct, including sexual exploitation and abuse (SEA), sexual harassment (SH), and child abuse/exploitation are important. Any activity, which constitute acts of gross misconduct are 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 security background check;
2. Treat women, children (persons under the age of 18) and persons with disability with respect regardless of race, color, language, religion, political or other opinion, national, ethnic or social origin, property, birth or other status;
3. Not use language or behavior towards men, women or children/learners that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate;
4. Carry out my duties competently and diligently;
5. Comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor’s Personnel and any other person;
6. Maintain a safe working environment including by:
  - a. ensuring that workplaces, machinery, equipment and processes under each person’s control are safe and without risk to health;
  - 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.
2. Report work situations that I believe are not safe or healthy and remove myself from a work situation which I reasonably believe presents an imminent and danger to my life or health;
3. Treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
4. Not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other unwanted verbal or physical conduct of a sexual nature with other Contractor’s or Employer’s Personnel;
5. Not participate in sexual activity with children, including grooming or through digital media. Mistaken belief regarding the age of a child and consent from the child is not a defense;

6. Not exchange money, employment, goods, or services for sex, with community members including sexual favors or other forms of humiliating, degrading or exploitative behavior;
7. Attend trainings related to HIV and AIDS, GBV/SEA/SH, occupational health and any other relevant courses on safety as requested by my employer;
8. 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;
9. Regarding children (under the age of 18):
  - a. Refrain from hiring children for domestic or other 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. Comply with all relevant local legislation, including labor laws in relation to child labor.
10. Refrain from any form of theft for assets and facilities including from surrounding communities.
11. Remain in designated working area during working hours;
12. Refrain from possession of alcohol and illegal drugs and other controlled substances in the workplace and being under influence of these substances on the job and during workings hours;
18. Follow prescribed environmental occupation health and safety standards;
19. Channel grievances through the established grievance redress mechanism.

I understand that the onus is on me to use common sense and avoid actions or behaviors that could be construed as misconduct or breach of this code of conduct.

I acknowledge that I have read and understand this Code of Conduct, and the implications have been explained with regard to sanctions on-going employment should I not comply.

Signed by: \_\_\_\_\_

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

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

For the Employer/Contractor

Signed by: \_\_\_\_\_

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

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

