



LABOR MANAGEMENT  
PROCEDURES FOR  
REPUBLIKA SRPSKA

Sustainable, Integrated and Safe  
Road Infrastructure Project

Putevi RS  
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## Abbreviations

BD	Brcko District
BiH	Bosnia and Herzegovina
ESSs	Environmental and Social Standards
FBIH	Federation of Bosnia and Herzegovina
GBV	Gender-based violence
GRM	Grievance redress mechanism
ILO	International Labor Organization
LMP	Labor Management Procedures
M&E	Monitoring and Evaluation
SEA	Sexual exploitation and abuse
SH	Sexual harassment
SISRI	Sustainable, Integrated and Safe Road Infrastructure Project
WB	World Bank
RS	Republika Srpska

## 1 OBJECTIVES AND PURPOSE OF THE LABOR MANAGEMENT PROCEDURE

The World Bank (WB) aims to provide financing to the Government of Bosnia and Herzegovina (BiH), the entity of Republika Srpska for the implementation of the Sustainable, Integrated and Safe Road Transport, in the part that is implemented in Republika Srpska. The objective of the project is to improve regional transport connectivity and enhanced road network management thought:

- financing improvement to sections of a key regional corridor, route 2b, between Sarajevo and Podgorica (entity road mark is M18);
- supporting selected sections of the road development program in RS;
- interventions that improve climate resilience through targeted investments in slope stability and flood protection measures and road safety black spots. This includes addressing part of the backlog rehabilitation program together with targeted sections of climate and road safety vulnerability to bring the overall network to a maintainable condition and to reduce network vulnerability;
- activities for improvement of safety, maintenance, and long-term viability of roads (e.g. truck weight control points);
- institutional support will be provided to enhance road network management and the governance of the road companies in RS (as well as FBiH, however, this is not a subject to this LMP);
- improving the overall financial sustainability of the companies through modern asset management techniques that optimize the use of scarce public expenditures.

The Bank has established specific Environmental and Social Standards (ESSs) to enhance environmental and social performance of Projects and investments, and to prevent, minimize, reduce, or mitigate any adverse environmental and social risks and impacts associated with projects. The objectives of each ESS outline the desired outcomes for the project, along with specific requirements to assist Borrowers in achieving these objectives using methods appropriate to the project's nature and scale, and in proportion to the level of environmental and social risks and impacts.

As an indispensable part of the Environmental and Social Framework (ESF) of the World Bank, the Environmental and Social Policy for Investment Project Financing sets out the mandatory requirements of the Bank in relation to the projects it supports through Investment Project Financing (IPF) and, as such, needs to comply with the Environmental and Social Standards (ESS). The ESF, on the other hand, specifies the mandatory requirements in the form of 10 ESSs that borrowers must apply.

One of those 10 standards is the **Environmental and Social Standard 2 (ESS2)** which concerns labor and conditions at work. ESS2 requires commitment to the fair treatment, non-discrimination and equal opportunity of workers, to promote and maintain sound worker management relationships, and to promote compliance with national employment, labor, occupational health and safety laws.

Objectives of ESS 2 are the following:

- to promote safety and health at work.
- to promote the fair treatment, non-discrimination and equal opportunity of project workers.
- to protect project workers, including vulnerable workers such as women, persons with disabilities, children (of working age, in accordance with this ESS) and migrant workers, contracted workers, community workers and primary supply workers, as appropriate.
- to prevent the use of all forms of forced labor and child labor.
- to support the principles of freedom of association and collective bargaining of project workers in a manner consistent with national law.
- to provide project workers with accessible means to raise workplace concerns.

Under ESS2, loan borrower are required to develop and implement written **labor management procedures (LMP)** applicable to the project. The Labor Management Procedures (LMP) serves to streamline project planning and identify the necessary resources to address labor issues associated with the project. It plays a key role in categorizing workers based on the requirements of ESS 2 and devising strategies to fulfill ESF requirements for each category. Additionally, it establishes the terms and conditions for workers' employment, specifies the standards and procedures to be followed, and promotes fair treatment, equal opportunity, and nondiscrimination. The LMP also evaluates associated risks and proposes measures to ensure the well-being of project

workers. Its purpose is to proactively manage and mitigate potential risks, meeting national law and ESS 2 requirements while ensuring the equitable management of project workers.

The Labor Management Procedures (LMP) requires a systematic approach to address labor issues in a project. This should align with the requirements of ESS2, domestic laws, relevant collective agreements, and the labor and work conditions. It also allows for the input of worker representatives and the loan recipient.

Preparation of this procedure is based on the Bank's requirements, as well as the current regulatory and policy framework of RS. The procedure will be updated as necessary in the course of Project preparation and implementation. Supplementing and updating of the procedure shall also be performed in case the domestic legislation changes in any aspect of importance for this Procedure.

ESS2 identifies the following categories of workers on a project and they are presented in **Table 1**:

*Table 1: Type of project workers according to ESS2*

DIRECT WORKERS	<p>Persons directly engaged or employed by the loan recipient to work on the project are referred to as direct workers.</p> <p>The <i>recipient</i> pays those workers directly and provides them with daily instructions in their work and controls them. Direct workers can be persons who have been employed or engaged by the PIUs for design and supervision, monitoring and evaluation, or community engagement in relation to the Project.</p>	PRIMARY SUPPLY WORKERS	<p>Persons who were employed or engaged by primary suppliers of the loan recipient are referred to as primary suppliers' workers. Primary suppliers imply those suppliers that are, on continuous basis, supplying products for the project or materials necessary for basic functions of the project.</p> <p><i>Primary suppliers</i> control operations of those workers, their conditions of work, as well as the treatment of workers.</p>
CONTRACTED WORKERS	<p>Persons who get employed or got an engagement through third parties for performance of tasks on the basic/key functions of the project regardless of the location are referred to as contracted workers.</p> <p>The <i>third parties</i> being the contractors, sub-contractors, intermediaries and agents. The third parties define and control the labor, conditions of work and treatment of workers on the project.</p>	COMMUNITY WORKERS	<p>Persons who are employed or are active in working in the community are referred to workers in the community. Projects can include workers in the community where their work provides a contribution to the project or where the project were designed and implemented with the intention of encouraging development of the community.</p>

## 2 OVERVIEW OF LABOR USE ON THE PROJECT

### 2.1 Categories of Project Workers

The Project will support the RS with an aim to improve safe, climate change and disaster resistant, quality and efficiency public roads and road services on selected, rehabilitated and reconstructed roads. Through providing better quality of roads, drainage, stabilize the surrounding soil and slopes, ensure durability and longer life of roads, the Project will result also in better and safer driving experience.

According to the categorization given in **Table 1**, the Project will include following project workers:

- Direct workers
- staff (engaged in the PIU) from the Putevi RS (civil servants) and
- external consultants for environmental and social standards to be recruited (again in the PIU).  
For civil servants involved in the Project operations, regardless of whether they work full time or part time, terms and conditions of their existing contracts or appointments in the public sector shall apply. When engaging external consultants, provisions of RS legislation on work engagement shall apply, in parallel with compliance with requirements of this Labor Management Procedure.
  - Contracted workers
- Workers of contractors (which includes workers of sub-contractors for the purposes of this paper) and service providers to be engaged in rehabilitation and construction works of roads, installation of road furniture, installation of weigh-in-motion, monitoring systems and other equipment. Contracted workers also include staff performing road safety inspections, geomechanical inspections, and those providing expert Technical Assistance (TA) such as designers, fire safety experts, supervision engineers, and other.

It is possible that the contractor will engage multiple subcontractors and in such cases the subcontractors' workers will be also considered as contracted workers.

The table below provides data on the basis of preliminary assessment at the time of preparing this LMP. Data in the table below shall be updated by the Putevi RS subsequently, after more precise data on engaged direct workers and contracted workers become known. All requirements, procedures and obligations mandated for Contractors apply equality to sub-contractors.

**Table 2: Overview of labor use on the Project**

Category of workers	Number of project workers	Type of tasks	Necessary skills	Timing of labor requirements	Location
<p><b>Direct workers</b></p> <p>a) Putevi RS b) external consultants for environmental and social standards, monitoring and evaluation and engineering/technical support.</p>	<p>a) 7 b) 9</p>	<p>a) Office and administrative tasks b) Office consulting tasks</p>	<p>a) Essential managerial skills b) Knowledge in the area of environmental and social standards, procurement, financial management, project management, and M&amp;E.</p>	<p>a) and b) continuously engaged</p>	<p>a) Banja Luka b) from entire BiH</p>
<p><b>Contracted workers</b></p> <p>a) Employees of contractors, b) Employees of sub-contractors, c) Service providers</p>	<p>Approx. 150-200</p>	<p>Office and field tasks</p>	<p>Advanced technical skills in civil engineering, geomechanics, water management, and installation of specific equipment including electrical (for road/viaducts/bridges/tunnels construction and rehabilitation design and civil works expertise); Communication skills for project managers</p>	<p>Starting from the Project effectiveness and Contractors' engagement is expected to last until project closure.</p>	<p>From entire BiH and international (very likely Regional)</p>
<p><b>Primary supply workers</b></p> <p>a) Asphalt base engaged for M18 b) Suppliers of mineral materials (gravel, sand, stone aggregate, etc.) for the M18 construction</p>	<p>a)&amp;b) 1</p>	<p>a) Producing installations b) quarry/dredging site</p>	<p>a)&amp;b) technical skills, geomechanical engineering, mining, manual workers, operating heavy machinery</p>	<p>a)&amp;b) continuously engaged</p>	<p>a)&amp;b) from entire BiH (possibly also foreign)</p>

## 2.2 Characteristics of Project Workers



The majority of skilled and unskilled workers are likely to come from local and wider communities, while managerial and technical staff might come from entire BiH. To certain extent, influx of foreign workers (from the Region and further) may take place if there is a lack of labor force locally.

*Direct workers* (civil servants and external consultants) will have managerial, coordination and administrative roles and their location will be at the Ministry's head office in Banja Luka. These are highly skilled and specialized technical workers. It is expected that these workers are from BiH and over the age of 18. Female workers will most likely be engaged as both civil servants and external consultants and they would represent about 25 to 50 percent of the workforce.<sup>1</sup>

*Contracted workers* will be engaged or employed by third parties i.e., contractors, sub-contractors and service providers needed for project implementation. These workers will be engaged under design, construction, rehabilitation of road and road furniture, installation of slope monitoring, monitoring systems in slopes, installation of weight-in-motion monitoring systems, signalization, and other infrastructure and equipment (managers, engineers, manual workers, truck and heavy machinery operators, etc. Contracted workers will encompass a wide category of workers, from local, highly skilled, and semi-skilled to unskilled workers.

Considering the nature of anticipated construction work, which is labor intensive, it is not expected that the number of female workers will be high. Women workers will most likely be engaged as technical staff (engineers) and administration staff<sup>2</sup> and it is estimated that women would represent about 10-15 percent of the workforce.

Primary suppliers and primary supply workers – primary suppliers that are expected to on continuous basis, supplying products for the project or materials necessary for basic functions of the project. These are possible in the road construction as workers of suppliers providing cement, asphalt, and mineral materials in large quantities, e.g. during construction of M18.

### 2.3 Timing of Labor Requirements

It is expected that the first Contract for construction works will be awarded by July 2025. Each sub- project will be subject to separate tendering procedure, separate contracts and formation of teams. Each contract will be managed separately in terms of labor and working conditions.

*Direct workers* (Putevi RS and external consultants) will be continuously engaged i.e., from the beginning of the project implementation and their engagement is expected to last until project closure (48months).

*Contracted workers* will be hired under design, construction, installation of WSS infrastructure including reconstruction, upgrade and rehabilitation of roads, retention walls, viaducts, bridges, new alignment, construction of bypasses, installation of equipment, road safety investigation including terrain work, and more related to road safety and climate change resilience. It is anticipated that this category of worker will be engaged for approximately 36 months.

*Workers of primary suppliers* are full time and part time workers of primary suppliers and they are expected to be engaged in producing and delivering materials for reconstruction and upgrade of road M18 sections under this Project.

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<sup>1</sup> According to the bulletin "Women and Men in BiH 2020" the representation of women in state institutions is 53%. Nevertheless, gender imbalance is present when observing the representation of women on managerial positions such as head of internal organizational unit (share of women in 2019 was 47.1% and men 52.9%). The publication at entity level "Women and Men in RS 2019" published by the RS Institute of Statistics does not include data on the position of women and men in public administration.

<sup>2</sup> The bulletin "Women and Men in BiH 2020" published by the Agency for Statistics of BiH includes data on a variety of statistical areas categorized by gender. The presented data is disaggregated by sex in the following areas: health, education, employment, social welfare, political power, public administration and violence. However, the bulletin does not include the data on participation of women in sector – roads or road maintenance or construction. However, the Bulletin provides information that number of men and women graduating from relevant technical universities (engineering, production and construction) in 2020 did not show great discrepancy – 1399 (58%) and 1034 (42%) respectively; but also that men receive higher salaries in this sector.



### 3 ASSESSMENT OF KEY POTENTIAL LABOR RISKS

#### 3.1 Project activities

The Project will include several sub-projects including upgrading and improving the M-18 regional corridor between Brod na Drini (Foca) – Hum (Scepan Polje) (Route 2b of the TEN-T network), investing in the rehabilitation and strengthening resilience and safety on selected national roads, and providing capacity building for enhanced road management. The work will involve creating a new road alignment (the specific route has not been defined at the Project Appraisal Stage) to improve connectivity and safety of traffic, cut down travelling time, enhance safety of participants of traffic and local communities, create climate change and disaster resilient infrastructure, as well as better driving experience. Potential critical areas will undergo additional geomechanical investigations before the completion of Bidding Documents. The project will fund necessary climate and natural disasters resilience enhancement activities, including (but not limited to) climate change redesign of existing road improvement plans, slope protection works, drainage, construction of tunnels and viaducts, and other where needed to create a road resilient to climate vulnerabilities. Improved road conditions will also facilitate better winter maintenance when necessary. Additionally, the project will cover the costs for all required bridges, interchanges, and site supervision, with the exception of the bridge over the Tara River at the very border with Montenegro.

The investment in reconstruction, rehabilitation and maintenance, as well as enhancing the resilience and safety of priority national roads (under Component 2) will include the improvement of selected sections of the road network. The work will be carried out along the existing routes and will involve resurfacing, road safety enhancements, structural renewals, road protection measures, and the rehabilitation of bridges and tunnels. A number of Technical Assistance (TA) will be carried out to support designs and works, such as Road Safety Audits, Technical Control, Supervision, and similar activities.

The project will involve the physical works and typical activities of such sub-projects are:

- Land-clearing and mechanical excavation (removing of soil and vegetation),
- Removal of existing asphalt and road substructure,
- Removal of existing road furniture,
- Watering and pressing new road foundation,
- Construction of retention walls – laying down gabions, applying large quantities of cement, stabilizing soil with geonets,
- Regreening of slopes and other sites,
- Excavation of trenches,
- Laying of drainage pipes and other system elements,
- Construction of soak-pits and grease and oil separators,
- Replacing and installing water collection elements and new culverts,
- Drilling into rocks for geomechanical investigations, slope stabilization (e.g. with metal rods or injecting concrete, construction of tunnels, etc.),
- Transport of large amounts of waste asphalt and soil, asphalt and concrete, transportation of road furniture, sanitary and office containers, water tanks if needed, and other necessary prefabricated objects and elements;
- Installation of monitoring (slope stability, tunnels) and other equipment, some on the road (e.g. weight-in-motion system).

#### 3.2 Key Labor Risks

The main labor risks associated with the Project are assessed to be related to the potentially health and safety risks with regard to the civil works (construction/reconstruction/rehabilitation of roads, bridges, viaducts, tunnels, etc.), geomechanical investigations, identification of blackspots, installation of monitoring systems, and similar activities on the Project. These risks may include exposure to physical hazards during construction activities: hazards from work equipment, trip and fall hazards, exposure to hazardous materials and electrical hazards from the use of tools and machinery, traffic and transport hazards, working on operating roads, risk from traffic accidents. Furthermore, the Project will include work outside in all weather conditions year-round, occasionally exposure to wet and/or humid conditions, working during strong winds, fumes and airborne

particles and vibration, exposure to heat and stormy weather is very likely. Depending on the type of work and weather conditions (geographical location) construction works can generally be performed throughout the year, except in extreme cold, snow and heat. Since the construction activities will involve hazardous work, persons under the age of 18 will not be employed by the Project.

It is expected that **direct workers** (Putevi RS and external consultants) within the framework of the Project would perform office operations primarily, in addition to occasional visits to project locations on the part of the consultants. Given the nature of activities performed by this category of workers (consultancy nature) the risks upon the health and safety are minimal or negligible, unless when are included in works supervision, identification and processing of road safety blackspots, and similar. Furthermore, the risks in relation to work in civil service and consultant business are, in general, very small in RS (for instance, irregular payment for work, informal labor or labor of minors are not practiced).

It is anticipated that the workers (**contracted workers**) will be exposed to occupational health and safety hazards, primarily including but not limited to:

- trip and fall hazards (falling into the trench or excavation),
- equipment or excavated soil failing on workers,
- exposure to toxic waste and gases, dust, noise and vibration,
- exposure to heat,
- exposure to asbestos-cement pipes (if old culverts would contain asbestos)
- working on heights (viaducts, bridges),
- working in confined spaces (tunnels),
- traffic accidents,
- conditions in worker's accommodation, if they are foreseen (adequate water supply and sanitation facilities),
- cracking or slipping of masses and excavated material,
- lifting of heavy materials,
- hazards related to materials handling (e.g., lifting, struck by, crushed between, etc.);
- working on steep and treacherous terrain,

- working near or on roads with live traffic,
- contact with buried service lines such as electrical, natural gas, water, sewage, telecommunication, etc.,
- work with electrical equipment,
- working in a non-physiological position of the body.

#### SEA/SH

The Project is assessed as low against Sexual Exploitation, Abuse and Sexual Harassment (SEA/SH) risks based on the country's generally a low risk of SEA/SH. Further, though the Project nature is associated with significant risks from SEA/SH, based on the scale and scope of the Project activities, large influx of workers that do not belong to local communities is not expected, workers are likely to be accommodated in the nearby cities and not in the separate workers settlement. Regulatory and institutional framework for preventing and addressing SEA/SH issues is well developed and readily available, the Project will develop a comprehensive GRM sensitized for SEA/SH related grievances, number of security personnel is limited to nightguards (employed mostly to prevent theft), number of trucks will also be limited by scale and organization of works.

To address remaining concerns, the introduction to and application of WHO Code of Ethics and Professional Conduct for all workers will be mandatory. Further, provision of gender sensitive infrastructure and segregate toilets shall also be imposed to the Contractors through the tender specific mitigation instruments to be incorporated into the tender documents; senior focal points in both clients and contractors will be appointed to ensure that commitments and policies to prevent SEA/SH (sexual exploitation, abuse, and sexual harassment) are enforced; women's representation will be increased and monitoring systems established appropriate to the risk for regular reporting on SEA/SH; the Code of conduct will be publically disclosed in local languages and languages of workers, and ensuring accessibility to all workers and groups in project areas; SEA/SH risk assessments will be integrated into key processes, including environmental and social impact assessments (ESIAs) and environmental and social instruments (ESMPs, site specific RAPs, etc.); confidential grievance reporting, referral, and support systems for workers will be established that includes addressed gender risks; SEA/SH risks and efforts included in evaluation of contractors, and other appropriate measures.

If other labor risks arise during sub- projects implementation, this procedure will be appropriately amended to prevent further impacts.

## 4 BRIEF OVERVIEW OF LABOR LEGISLATION: TERMS AND CONDITIONS

### 4.1 Conventions of the International Labor Organization

Bosnia and Herzegovina has been a member of the International Labor Organization (ILO) since June 1993. In BiH there are in effect eight fundamental conventions and four priority conventions. The eight fundamental conventions include the following:<sup>3</sup>

- Convention on Forced Labor, dating from 1930.
- Convention on Trade Union Freedoms and Protection of Trade Union Rights, dating from 1948.
- Convention on Application of Principle of Right to Organize and Collectively Negotiate, dating from 1949.
- Convention on Equal Awards to Male and Female Labor Force for Work of Equal Value, dating from 1951.
- Convention on Prohibition of Forced Labor, dating from 1957.
- Convention on Discrimination in Regard to Employment and Occupation, dating from 1958.
- Convention on Minimum Age for Entering into Labor Relations, dating from 1973.
- Convention on Worst Forms of Abuse of Child Labor, dating from 1999.

The priority conventions that BiH has also ratified are the following:

- Convention on Labor Inspection, dating from 1947.
- Convention on Employment Policy, dating from 1964.

<sup>3</sup> Source: [https://www.ilo.org/dyn/normlex/en/f?p=1000:11200:0::NO:11200:P11200\\_COUNTRY\\_ID:102704](https://www.ilo.org/dyn/normlex/en/f?p=1000:11200:0::NO:11200:P11200_COUNTRY_ID:102704)

- Convention on Tripartite Consultations (International Labor Standards), dating from 1976. The other ratified conventions are the following:
- Convention on Unemployment, dating from 1919.
- Convention on Worker Indemnity (in Case of Accidents), dating from 1925.
- Convention on Workers' Compensation for Occupational Diseases, dating from 1925.
- Convention on Equal Treatment (Indemnity in Case of Accident), dating from 1925.
- Convention on Employment Services, dating from 1948.
- Convention on Nighttime Work of Women, dating from 1948.
- Convention on Nighttime Work of Youth / Children (Industry), dating from 1948.
- Convention on Social Insurance (Minimum Standards), dating from 1952.
- Convention on Weekend Rest (Trade and Administration), dating from 1957.
- Convention on Determination of Minimum Salaries, dating from 1970.
- Convention on Paid Annual Holidays, dating from 1970.
- Convention on Workers' Representatives, dating from 1971.
- Convention on Occupational Cancerous Diseases, dating from 1974.
- Convention on Paid Leave for Expert Education Purposes, dating from 1974.
- Convention on Human Resource Development, dating from 1975.
- Convention on Work Environment (Air Pollution, Noise and Vibrations), dating from 1977.
- Convention on Promotion of Collective Bargaining, dating from 1981.
- Convention on Safety and Protection of Health at Work, dating from 1981.
- Convention on Termination of Labor Relations, dating from 1982.
- Convention on Professional Rehabilitation and Employment of Persons with Disabilities, dating from 1983.
- Convention on Part-time Work, dating from 1994.
- Convention on Protection of Motherhood, dating from 2000.
- Convention on Promotional Framework for Occupational Safety and Protection of Health at Work, dating from 2006.

#### 4.2 Key Conventions on Gender Equality

BiH has taken significant legal steps to address gender equality and gender-based violence (GBV). The constitution of BiH and the constitution of RS provide equal opportunities for all citizens and prohibit discrimination on the basis of gender. By signing and ratifying the below-stated conventions, BiH is obliged to conciliate its laws, policies and practice with the provisions and articles of signed and ratified conventions and documents:

- Convention on the Elimination on all Forms of Discrimination against Women (CEDAW) – ratified in 1993<sup>4</sup>
- The Council of Europe Convention on Preventing and Combating Violence Against Women and Domestic Violence (the so-called Istanbul Convention) – ratified in 2013<sup>5</sup>
- Beijing Declaration and Platform for Action – originally adopted and implemented in 1995<sup>6</sup>

#### 4.3 Labor Legislation

Key labor legislation in RS includes:

- Labor Act (OG 1/16, 66/18, 119/21, 112/23)
- Law on Mediation (OG 91/16)
- Law on Strike (OG 111/08)
- Law on Labor Councils (26/01)
- Law on Employment of Foreign Citizens and Stateless Persons (OG 24/09, 117/11, 56/22)
- Law on Retirement and Disabled Persons Insurance (OG 134/11, 82/13, 103/15, 111/21, 15/22)

<sup>4</sup> Source: [https://treaties.un.org/Pages/ViewDetails.aspx?src=TREATY&mtdsg\\_no=IV-8&chapter=4&lang=en](https://treaties.un.org/Pages/ViewDetails.aspx?src=TREATY&mtdsg_no=IV-8&chapter=4&lang=en) [accessed on November 22, 2020]

<sup>5</sup> Source: [www.coe.int](http://www.coe.int) [accessed on November 22, 2020]

<sup>6</sup> Source: [https://www.un.org/en/events/pastevents/pdfs/Beijing\\_Declaration\\_and\\_Platform\\_for\\_Action.pdf](https://www.un.org/en/events/pastevents/pdfs/Beijing_Declaration_and_Platform_for_Action.pdf) [accessed on November 22, 2020]. The Declaration was adopted in Bosnia and Herzegovina in 1995.

- Law on Occupational Health and Safety (OG 1/08, 13/10)
- Law on Protection from Harassment at Work (OG 90/21)
- Law on Protection of Population from Infectious Diseases (OG 90/19)
- Law on agencies for security of persons and property and private detective activity (OG 4/12)
- Decision on the Lowest Salary in Republika Srpska (OG 114/23)
- Rulebook on Positions and Workplaces for Priority Employment of Disabled Persons (OG 61/12)
- Rulebook on monitoring of Employment of Disabled Persons (OG 23/05)
- Rulebook on the list of professional illnesses (OG 84/18)
- Rulebook on the list of physical injuries (OG 84/18)
- Rulebook on risk assessment at the workplace and in the working environment (OG 66/08)
- Rulebook on the procedure and deadlines for preventive and periodic inspections and tests of work equipment and preventive and periodic tests of working environment conditions (OG 68/08)
- Regulations on the content and method of issuing reports on work-related injuries, occupational diseases and work-related diseases (OG 68/08)
- Regulations on previous and periodic medical examinations of workers at workplaces with increased risk (OG 68/08)
- Rulebook on Work Licensing (OG 20/24)
- Rulebook on professional examination in the field of occupational safety (OG 70/08, 78/15)
- Rulebook on the procedure for determining the fulfillment of prescribed conditions in the field of occupational health and safety (OG 53/12)
- Regulations on the method and procedure of training workers for safe and healthy work (OG 70/08 and 78/15)
- Rulebook on preventive measures for safe and healthy work at the workplace (OG 42/11)
- Regulations on preventive measures for safe and healthy work when using means and equipment for personal protection at work (OG 79/11)
- Regulation on preventive measures for safe and healthy work during manual load transfer (OG 30/12)
- Rulebook on preventive measures for safe and healthy work when exposed to noise (OG 79/13)
- Regulation on preventive measures for safe and healthy work when exposed to vibrations (OG 03/18)
- Rulebook on preventive measures for safe and healthy work when using work equipment (OG 53/12)
- Rulebook on occupational safety when loading cargo into motor vehicles and unloading cargo from such vehicles (OG SFRY 17/16)
- Rulebook on technical norms for handling explosives and blasting in mining (OG SFRY 26/88, 63/88)
- Rulebook on occupational safety when using electricity (OG SFRY 34/88)
- Rulebook on providing first aid in case of injuries and illnesses of workers at work (OG SFRY 38/86)
- Instructions on the procedure for supervising the application of regulations in the field of occupational safety during the construction of tunnels (OG SFRY 65/91)

The legislation from the area of labor relations in BiH is in exclusive competence of the two entities and BD. The key legislation that regulates the terms and conditions of employment in RS is the Labor Law of RS<sup>7</sup>, wherein key aspects of this law on the treatment of different categories of workers are presented separately.

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<sup>7</sup> Official Gazette of RS No. 1/16, 66/18, 119/21, 112/23





The terms and conditions outlined in this law **prohibit discrimination** in various aspects of employment, such as job requirements, candidate selection, education, training, professional development, promotion, and termination of employment contracts. Discrimination against workers and job seekers based on sex, sexual orientation, marital status, family obligations, age, disability, pregnancy, language, religion, political opinions, ethnicity, social origin, financial status, birth, race, skin color, political party or trade union membership or non-membership, health status, or any other personal characteristic is strictly prohibited. **Harassment and sexual harassment** are also not allowed. Employers are required to take prompt and effective measures to prevent gender-based violence, discrimination, harassment, sexual harassment, and bullying at work or in connection with work. They must not retaliate against a worker for reporting violence, discrimination, harassment, sexual harassment, or bullying.

An **employment relationship begins** with the signing of an employment contract, a hiring decision, a selection and appointment decision, or other legally defined reasons as per specific regulations. The employment contract must be in writing and include all the information required by labor laws.

**Worker's right** to safety and protection of life and health at work, as well as protection of personal integrity are guaranteed through application of the labor law. The regulation mandates that workers are entitled to full compensation of salary for annual holidays, official holidays, temporary inability to work due to work-related injury or occupational disease, and during work interruption caused by oversight on the part of the employer. Severance payment is also provided for a worker with a permanent labor contract. Further, a worker **cannot be discriminated** against in realizing rights based on labor and employment due to race, ethnicity, national origin, skin color, sex, language, religion, political or other opinion and affiliation, social origin, financial status, membership or non-membership in a trade union or a political organization, physical and mental health, and other characteristics unrelated to the nature of the labor relation.

**Obligations of workers**, according to the labor law, are to perform the tasks responsibly, comply with business operations of the employer, inform the employer on important circumstances that could affect performance of tasks under labor contract and to inform the employer on potential hazards to life and health. If workers are unable to work due to an illness or injury, workers must immediately inform the employer and deliver a doctor's certificate within three days from the start of their absence. On the other side, **employer's obligation** is to register workers to the unified system and, after registration for mandatory insurance, employer shall serve the worker with a copy of the registration as well as in case of any other change in insurance that concerns the worker; to inform workers, within 15 days from the day of starting work, of obligations arising from labor regulations and regulations on safety and protection of life and health on work; pay the worker for the work performed, in accordance with the law, general act and employment contract; to provide the worker with working conditions and organizes the work for safety and protection of life and health at work in accordance with the relevant legislation. Furthermore, employer is obliged to collectively insure all workers in the event of an accident at work, and to request the opinion of the trade union in cases determined by law, and where a trade union has not been established with a representative appointed by the workers.

**Salary and deductions** - Workers have the right to receive a salary in accordance with labor laws and their employment contract. They are entitled to receive the same pay for the same type of work or work of equal value, considering factors such as education, knowledge, and abilities required for the job. Employers cannot pay workers less than the minimum salary specified in the labor act and the employment contract.

The basic salary is determined based on the requirements of the job for which the worker has signed a contract. The actual performance and quality of work can also influence the salary. It is possible for the employment contract to stipulate a basic salary higher than the one specified in the general act.

Salaries should be paid at least once a month, and no later than the end of the current month for the previous month's work. Payment should be paid in cash or deposited directly into the worker's bank account.

The minimum salary is paid for full-time work, and the average results achieved by workers are considered in accordance with the employer's regulations. Workers are entitled to salary compensation for absence from work as provided by law, company regulations, and their employment contract. **During annual leave, holidays, temporary incapacity due to a work-related injury or occupational disease**, as well as in the event of work interruption due to the employer's failure to ensure safety, workers are

entitled to 100% compensation equivalent to their average salary from the relevant previous period or the salary they would have earned if they had been at work.

Workers are entitled to remuneration of salary during temporary inability to work caused by sickness or injury or other reasons provided for by the Law on Health Insurance.<sup>8</sup> If the temporary inability is caused by illness or injury (not work-related), the remuneration shall amount to at least 70% but not more than 90% of the net salary the worker would have earned had s/he been at work. The remuneration for the first 30 days of temporary inability to work due to illness or injury is paid by the employer. After 30 days, the remuneration is paid by the health insurance fund of RS, but for no longer than 12 months. If the temporary inability is due to a work-related injury or illness, the employer is obligated to pay the remuneration for the entire duration of the temporary inability to work until the worker is determined by the relevant bodies to be permanently unable to work.

Employer is prohibited to condition **employment of a woman** worker with a pregnancy test, except if the enactment on risk assessment determines that it concerns tasks in which there is a risk upon health of the woman and the child, e.g. to allow nighttime work of a woman (prohibited starting from the 6<sup>th</sup> month of pregnancy and of mothers with children up to 2 years of age). Further, employer must not refuse an employment of a woman because of pregnancy. The employer is also prohibited to cancel a labor contract because of pregnancy or maternity leave. During maternity leave, a woman may be temporary assigned to other job while breastfeeding, if it is in the interest of her and child's health. If the employer is not able to provide the woman with assignment for another job, the woman is entitled to a salary compensation. Mother of a child up to three years of age may be assigned by the employer to another job only upon her consent. During pregnancy, childbirth and child care, a woman has the right to maternity leave for a period of one year continuously, and for twins, every third and next child for a period of 18 months continuously. A woman may, at her own request, with the consent of the employer, start working before the expiration of maternity leave, but not before the expiration of 60 days from the day of childbirth. After the expiration of maternity leave, one of the employed parents has the right to work half-time until the child reaches the age of three, if the child needs an intensive care. A worker (father) is also entitled to one year of parental leave in the following cases: mother's death, a mother abandons a child or woman is prevented to take maternity leave and after the expiration of 60 days from the child's birth, if parents agree so.

**Employment of persons of age 15 to 18** requires additional reassurances and imposes limitations. According to the labor law and applicable bylaws, a labor contract can be concluded in exceptional cases with persons who are 15 to 18 years of age, pending written consent of the legal guardian, if such work does not jeopardize his health, ethic and education and on the basis of findings of a competent health institution which determines health capacity of workers for work and if those tasks are not harmful to his health. This category of workers cannot work in nighttime, on jobs for which it is determined that they carry increased risk or that they involve especially hard manual tasks, in workplaces that are underground or under water, on other tasks that could carry increased risk upon his life, health and psychological and physical development.

**Full working hours** for any employee can amount to 40 hours per week and cannot be shorter than 36 hours per week. The working week lasts 5 working days, while the working day lasts 8 hours. However, **overtime work** is allowed under the law. Overtime can neither last for more than 10 hours per week, nor more than 4 hours per day. A worker cannot work for more than 180 hours of overtime in the course of a calendar year. Overtime work is not allowed to workers who are minors, pregnant women and mothers with children up to three years of age and single parents of children younger than six. Workers are entitled to increase of salary during overtime work. If the requirement for overtime work lasts for more than three consecutive weeks or for a total duration of ten weeks in one calendar year, the labor inspection office must be notified.

**Nighttime work** is considered work between 22 in the evening and 6 in the morning of the next day. Nighttime work shall be prohibited to workers who are minors, pregnant women, starting from the sixth month of pregnancy, and mothers with children up to two years of age. Workers shall be entitled to increase of salary during nighttime work.

**The rest** – the worker who is working full working hours or at least 6 hours a day shall be entitled to rest during working hours in the duration of 30 minutes. For overtime work, the worker shall, in addition to the rest of 30 minutes, be entitled to additional 15 minutes.

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<sup>8</sup> Official Gazette of RS, No. 18/99, 51/01, 70/01, 51/03 and 57/03, and amendments No. 17/08, 1/09, 106/09, 110/16, 94/19 and 44/20

A worker shall be entitled to **daily rest** between two consecutive working days in the duration of at least 12 hours without interruptions, and for workers employed in agriculture and on seasonal tasks at least ten hours without interruptions.

Further, a worker shall be entitled to weekly rest in the duration of at least 24 hours without interruptions.

**Annual holidays**

A worker shall have the right to annual holidays in the duration of at least 4 working weeks, i.e. at least 20 working days. Annual holidays can be used without interruptions, in two or more parts. The first part shall last 2 weeks, and the second part should be used by June 30<sup>th</sup> of next year.

**Workers' grievance mechanism** - A worker who is of the opinion that his employer has violated his right from labor relation can submit a written request to the employer to ensure realization of that right, within the deadline 30 days from the date of gaining the knowledge of the violation of the right, and within three months at the latest from the date on which the violation was committed. The employer shall be under obligation to decide on the worker's request within the deadline of 30 days from the date of submitting the request, and if it fails to decide within that deadline, it shall be deemed that the request was granted.

A worker who is of the opinion that his employer had violated a right from his labor relation can submit a proposal for peaceful resolution of the labor dispute to the competent authority or a lawsuit to the competent court for protection of that right. The lawsuit can be submitted if the subject of the dispute had not been resolved prior to that in the procedure of peaceful dispute resolution with the competent authority.

**Freedom of association** - Worker shall be entitled to organize a trade union based on their own free choice and to become members of it, i.e. cease to be members of it. His engagement in a trade union cannot place a worker in a less favorable position in regard to conditions of work and realization of rights on the basis of work. Employers are prohibited to interfere in the organization and operations of the trade union and to control its work.

The Employer is under obligation to ensure all **safety and health at work** requirements stemming from standards, national legislation and international treaties are addressed. Employer provides the worker with working conditions and organizes the work for safety and protection of life and health at work in accordance with the relevant legislation. A worker shall be under obligation to use, when working, appropriate means and equipment for personal protection at work and to manage the means of work in compliance with their purpose and features.

**The Republic Administration for Inspection Affairs supervises the implementation of the Labor Law in RS**, other regulations on labor relations, collective agreements and rulebooks on labor regulations. Inspection supervision over this law, and regulations adopted for its implementation, is performed by the labor inspection, in a part that refers to the rights, obligations and responsibilities of workers in republic administration bodies and local self-government units. When performing inspection supervision, the competent inspector is authorized and takes measures applying the regulations governing

labor relations, in addition to the authorizing regulations prescribed by the law regulating the work of the appropriate regional inspection.

#### 4.4 Legislation on Gender Equality in Bosnia and Herzegovina

**The Law on Gender Equality in BiH<sup>9</sup>** has been in power for 17 years and it present the most important instrument for developing awareness about gender equality and implementing the principles of gender equality into public policies and regulations. Scope of this Law defines gender equality, guarantees equal opportunities and equal treatment of all persons regardless of gender, in both, public and private areas of society, and regulates protection against discrimination on the grounds of sex. Male and female persons are equal. Full gender equality is guaranteed in all areas of society, including, but not limited to, education, economics, employment and labor, social and health care, sports, culture, public life and the media, regardless of marital and family status. Discrimination based on gender and sexual orientation is prohibited.

The competent authorities are obliged to take appropriate measures to eliminate and prevent gender- based violence in the public and private areas of life, and to provide assistance and compensation to victims as well.

##### **Employment, work and access to all forms of resources**

Everyone is equal in the employment process on the basis of gender. Furthermore, this Law strongly forbids any discrimination based on sex in the process of offering employment, open advertising, the procedure of filling vacancies, employment and termination of employment.

Discrimination based on gender/sex in work and labor relations includes failure to apply equal pay and other benefits for the work of equal value, preventing business promotion under equal conditions, unequal conditions for education, training and professional development and unequal equipment and auxiliary premises for workers of both sexes. Moreover, other requirements this Law includes are unequal and unfavorable treatment due to pregnancy, childbirth or right to maternity leave, which can affect possibility to assume the same job position after the leave, or equally paid work at the same level or unfair treatment in using the right to the parental leave after the birth of a child. Additionally, organization of work, task assignments or other working conditions that are unfair or unequal on the basis of gender or marital status, or assignment of a less favorable status to worker, as well as any other act that represents any form of discrimination, is strictly prohibited by the regulations of this Law.

**The employer is obliged to take effective measures** to prevent harassment, sexual harassment and discrimination based on sex at work, and must not take any measures against the employee due to the fact that he/she has complained of harassment, sexual harassment and discrimination based on gender.

**Trade unions and employers' associations** shall have a special role in ensuring equal protection of the right to work and employment conditions and shall ensure that there is no discrimination on grounds of sex.

**Health care and social welfare** - In order to ensure equal access to healthcare for all, regardless of gender, healthcare institutions will take all necessary measures to prevent discrimination. Discrimination based on gender in the exercise of social rights, as established by law, is prohibited. This especially applies to the process of submitting requests, accessing social benefits, and the cessation of established rights.

**Judicial protection** - Anyone who believes they have been a victim of discrimination or that their rights have been violated may request protection of those rights through the appropriate legal procedure or through a special procedure for protection against discrimination. According to the Labor Law, victims of discrimination are entitled to compensation.

## 5 BRIEF OVERVIEW OF LABOR LEGISLATION IN REPUBLIKA SRPSKA

Legislation from the area of protection and safety at work in BiH is within the scope of competence of the entities. The text below provides key aspects of the Law on Protection at Work of RS<sup>10</sup>.

<sup>9</sup> Official Gazette of BiH No: 16/03, 102/09 and 32/10

<sup>10</sup> Official Gazette of RS, No. 1/8 and 13/10

### **Rules and measures for protection of workers at work**

This Law regulates the protection and health of work as an activity of general interest, determines those responsible for the implementation an improvement of safety and health at work, their rights, obligations and responsibilities, preventive measures, as well as other issues related to safety and health at work. It stipulates general rules and measures for protection at work related to construction, with machinery, chemicals, manufacture of means of work, inspection and testing of equipment, training and informing workers, as well as establishing cooperation in labor relation, a ban on placing workers at a disadvantages and other measures and requirements that can prevent risks at work, as well as manufacturing, packaging, transport, use and destruction of hazardous substances, organize education and training in the area of health and protection at work.

### **Obligations of employers**

Employer is obliged to ensure preventive measures for workers in order to create safe and healthy working environment, train workers for safe and healthy environment, ensure necessary funds for implementation and improvement of protection at work, ensure functional condition of means and equipment for personal protection and inform workers on introduction of new technologies and means of work danger from injuries and damages to health. Other obligations of employer refer to assessing risks of all workplaces and determining method and measures for the removal of risks, extend OHS to all employees including volunteers, adjust the work process to physical and psychological capacities of workers, adopting risk assessment, implementing equipment tests and informing labor inspection on dangerous occurrences that could jeopardize protection of workers' health.

Further, the employer is obliged to

- Provide introduction of preventative measures,
- Ensure that the work process is adapted to the physical and psychological capabilities of the worker, and the work environment, means of work and means and equipment for personal protection at work be arranged, that is produced and ensured that they do not endanger the protection and health of workers and other persons,
- Include prescribed OHS measures to Elaborate/Study on Construction Site Management which is Employer obliged to implement,
- Organize mandatory OHS trainings or expertise for Employers and Companies, but the Employer decides how OHS will be organized based on the size, shifts, technologies, etc. Minimal number of OHS experts e.g. per size of the company or types of processing is not defined. However, employers with 50 or more workers must have an OHS Committee as the employer's counselling body.

Reporting significant injuries and fatalities to the Entity Inspectorate is mandatory.

Exceptionally, the employer is not found responsible if the worker's injury occurred due to negligence or the end of careless handling of workers personal protective equipment or if the consequences are working of the force majeure and could not be avoided despite all the protection and health measures taken.

### **Rights and duties of workers**

Workers need to be familiar with safe and healthy working conditions, undergo medical check-ups, and inform their employer of any injuries, incidents, or safety concerns. They should use appropriate personal protective equipment and handle it carefully, and also monitor their health according to the risks involved in their job.

### **Participation of trade unions**

The trade union shall participate in the regulation, undertaking and improvement of workers' protection and health at work.

### **Records on protection at work**

Employers are required to maintain records of jobs with heightened risks and the workers assigned to them, as well as records of hazardous substances, workplace injuries, occupational diseases, and illnesses. Additionally, they must keep records of safety and health training, conduct tests and inspections of equipment and personal protective gear, and monitor the work environment as mandated by the RS Law on Occupational Health and Safety.

### **Protection of vulnerable categories**

The Law on OHS requires protection for vulnerable workers to ensure their physical and mental well-being. This includes minors, women who are pregnant and/or new mothers, persons with disabilities, and those suffering from occupational diseases. Employers must inform vulnerable workers in writing about any risks associated with their jobs and the measures in place to minimize these risks and promote a safe and healthy work environment.

## 6 LMP RESPONSIBLE INSTITUTIONS AND STAFF

Putevi Republike Srpske (Putevi RS) shall be responsible for overall supervision and coordination for project implementation as well as monitoring and reporting on the project, and especially for implementation of this Environmental and Social Management Framework and this Labor Management Procedure.

**Responsibilities of Putevi RS**, in accordance with this Labor Management Procedure, are the following:

- Implement and monitor this procedure,
- Engage and manage ministry employees and external consultants,
- Monitor that the contractors are meeting obligations towards contracted and sub-contracted workers and these are in line with ESS2 and entity labor and OHS laws,
- Ensure that the grievance mechanism for project worker is established, monitor and report on its implementation,
- In instances of medium, sever and fatal accidents, inform the Labor Inspectorates and the World Bank,
- Update this procedure when necessary in the course of preparation and implementation of the project, as well as in case the domestic legislation changes in any aspects of importance for the LMP.

Head of PIU shall be responsible for overall supervision and coordination of the project implementation. Additionally, the Putevi RS CEO will be responsible for managing and assigning/engaging Putevi RS employees and external consultants. The Putevi RS CEO will be complemented by technical staff from the Putevi RS. Environmental and social specialists shall supervise the implementation of this Procedure and update it regularly. Furthermore, their responsibilities shall include monitoring of contractors and monitoring of implementation of the GRM for all project workers.

**The contractors** will be responsible for:

- Ensure compliance of their policies and procedures with entity legislation on labor and OHS,
- Communicate job description and employment conditions to contracted workers,
- Deliver regular induction and health and safety training to workers,
- Shall ensure provision of PPE to workers and ensure use of it,
- Carry out health checks of workers in accordance with the law,
- Ensure establishment and maintenance of mechanism for grievance management in compliance with the requirements of this LMP,
- Supervise their subcontractors' implementation labor management procedures and occupational and safety plans,
- Monitor, supervise and report on health and safety and labor rights compliance as a part of monthly reporting to PIU,
- Establish and maintain an easily accessible worker GRM in line with the obligations of this LMP (if a worker GRM is not in place, contractors shall establish it by the time of contract signing).

## 7 POLICIES AND PROCEDURES

- The policies and procedures adopted for this Project shall enable achievement of ESS2 objectives and compliance with RS Labor Law. In the case of discrepancies between two, the stricter ones will prevail.
- The main policies and procedure for employment-related labor aspects that will be followed during the implementation of the project are:
- The project promotes fair treatment, non-discrimination and equal opportunity of project workers.
- Gender, language, age, pregnancy, health condition, ethnic origin, religion, marital status, sexual orientation, political or other belief, financial status, social background, membership in political organizations and/or trade unions, cannot be taken into consideration when making decision regarding employment.
- Minimum age for employment is 18, and in case of employment of a person of age 15 to 18, compliance with legislated obligations (i.e. that consent must be acquired of parents, legal guardian and medical certificate for such an employee, that those employees cannot work overnight, demanding tasks, and tasks carrying health risks).
- Clear jobs description will be provided in advance of recruitment and will explain the skills required for each post.



- Workers will have written contracts describing terms and conditions of work and they must be registered for pension and disability insurance, health insurance and insurance in case of unemployment.
- Contracts shall contain all the mandatory provisions of RS labor law.
- Workers are entitled to a regular salary, as well as to compensation of salary for periods of absence from work or specific conditions of work (nighttime work, overtime work, etc.).
- Workers are entitled to rest during working hours, daily rest, weekly rest and annual holidays as prescribed under the law.
- Compliance with working hours of 40 hours per week, and in case of necessity of overtime work (cannot be shorter than 36 hours per week in RS, while working day lasts 8 hours) increase of worker's salary.
- Overtime is allowed only in the event of an unplanned increase in the scope of work, elimination of the consequences of weather disasters, damage to work equipment, fires, earthquakes, epidemics and other accidents, the worker is obliged, upon written request of employer, works longer than full-time. In the case of overtime is longer than 3 weeks, the employer must notify the Entity Inspector. In total the employee can work 12 hours a day and 48 hours a week, including the overtime work.
- In no way contracted workers will be prevented from joining a trade union or any other worker organization.
- Workers are entitled to fair treatment and protection from harassment and sexual harassment and abuse at work.
- The grievance mechanism shall be in place to enable the project worker to file grievances/concerns.
- Compliance with legislated deadlines and conditions for notices (i.e., that a notice is given in writing along with an explanation, that a notice cannot be given because of unjustified reasons, such as lodging a complaint on the part of the worker, that the notice period cannot be shorter than 15 days.

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

- Workers shall be acquainted with regulations for safety and health at work, but also measures stemming from WB EHS, GIIP and site-specific E&S Instruments.
- Employers are obliged to ensure OHS and provide the necessary means to implement and improve OHS, as well as to organize theoretical and practical OHS training for workers in line with the national legislation, WB EHS and GIIP,
- Workers must be provided with a working environment, assets for work and personal protection equipment that do not endanger the safety or health of workers and other persons,
- Workers are obliged to use personal protection equipment and comply with other instructions related to safety at work,
- Employers are required to conduct risk assessments for each job and to either adopt an internal OHS regulation or sign a collective bargaining agreement covering OHS issues,
- In the case of accidents, the employer is obligated to re-assess risks of the impacted working positions,
- Employers with high-risk activities must designate at least one OHS Officer who is responsible for issuing instructions on safe work and monitoring the application of OHS measures. In addition, employers with 50 or more workers must have an OHS Committee as the employer's counselling body.
- Provide a safe workplace and risk assessment procedure will be completed before the commence of any activities.
- Implementation of measures of protection at work and safety for jobs with increased risk of injury and damage to health, as well as organization of training for workers in such jobs.
- Keep records of workers who are working on tasks with increased risk of injury and harm to health.
- Keep records on employees who are working on jobs with increased risks.
- Provide workers with task-appropriate PPE without costs for workers.
- Ensure that workers follow procedure on obligatory use of PPE and that they have received training in accordance with OHS law.
- Develop emergency response procedure.
- Contractors shall appoint OHS staff that will be responsible for the implementation and supervision of the OHS program.
- Equipment and other means for work shall be ensured, as well as adequate work premises.
- First aid on site must be provided.
- Danger warning signs and general warning signs shall be placed at workplaces, on work equipment and associated installations, in accordance with special regulations.
- Contractors will control the access to the construction site only to authorized people.
- Newly engaged workers will complete induction OHS training before having access to the construction site.

- Contractors will develop and implement Code of Conduct. The Code of Conduct will reflect the company's core values and overall working culture. Additionally, the Code of Conduct will include provision related to GBV and SEA/SH.

## 8 AGE OF EMPLOYMENT

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

- consent of the legal guardian,
- health certificate proving that the person is capable to work,
- the tasks must not jeopardize the minor's life, his/her health, development or ethics.
- The minimum age of employment for this project will be 18 and in the recruitment process of contracted workers, candidates shall be asked to provide:
  - a document confirming the age of the person (a birth certificate and/or health insurance card),
  - written statement on age,
  - personal identification card or passport,
  - school certificate.
- If it is determined that a minor is engaged on such project activities, the Putevi RS shall inform the competent labor inspectorate.

## 9 TERMS AND CONDITIONS

Employers of both direct workers and contracted workers are required to prepare clear and understandable information and necessary documentation regarding the workers' employment conditions. This prepared information and documentation should comply with the labor legislation of the entity.

The terms and conditions of employment or engagement for project workers must adhere to the following standards:

1. Project workers should have written labor contracts that outline their employment conditions, including mandatory registration for pension and disability insurance, health insurance, and insurance in case of unemployment.
2. Project workers should be informed in advance about the job, working hours, salaries, and compensation.
3. Project workers are entitled to a regular salary and compensation for periods not worked or specific working conditions (such as nighttime work, overtime work, work with difficult working conditions, and work during weekends and holidays).
4. Project workers should work 8 hours or fewer a day, with payment for any overtime worked.
5. Any work beyond 8 hours should be considered overtime, and project workers should receive compensation for these additional hours. Project workers should not work more than 10 hours per day.
6. Project workers are entitled to a daily rest period of at least 12 hours within 24 hours, as well as a weekly rest period of at least 24 consecutive hours.
7. During a six-month period, the average weekly hours of work cannot exceed 40 hours.
8. The project worker is entitled to annual, sick, maternity, and family leave as mandated by entity legislation.
9. If the legislation does not specify leave entitlements for temporary or seasonal work, the contracted party will provide the project worker with a reasonable period of leave upon request, considering all circumstances.
10. The employer is responsible for implementing preventive and protective measures to ensure a safe and healthy work environment. Additionally, the employer must inform project workers of all relevant issues and conditions affecting their health and safety at work. Project workers must adhere to safety regulations and protect their own lives and the lives of others.
11. An employment contract or engagement agreement ends on its expiry date unless both parties agree otherwise. In the case of early termination, a written notice must be provided at least 15 days in advance. The termination of the employment contract and payment of related entitlements must comply with entity legislation.
12. The employer is required to provide adequate personal protective equipment (PPE) for project workers and organize occupational health and safety training according to entity OHS legislation and the latest WHO guidelines and recommendations.
13. The employer must also prevent discrimination, harassment, sexual harassment, and abuse at work, ensuring equal treatment and opportunities for all.
14. All project workers must be informed of the grievances redress mechanism specified under this Labor Management Procedures (LMP) and have the ability to air their grievances.
15. Project workers have the right to form or join unions or other organizations in accordance with entity legislation. The employer must not interfere with the workers' right to choose the organization or an alternative mechanism to protect their rights regarding working conditions and terms of employment.

## 10 GRIEVANCE REDRESS MECHANISM

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

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

For **direct workers** (*external consultants*) recruited by Putevi RS, a special grievance mechanism shall be conceived and housed by the Putevi RS. This grievance mechanism will be set and operational by Project Effectiveness. It shall address workplace concerns specifying procedures as to whom a direct worker should lodge the grievance, the time frame for receiving a response or feedback and steps to refer to a more senior level, while allowing for transparency, confidentiality and non-retribution practices. This category of workers should be informed on available grievance mechanism upon their engagement i.e., the information about GRM and how to lodge a complaint shall be included in their engagement contracts.

GRM for external workers will consist of the Putevi RS GRM Committee (management and legal representatives), and GRM Focal Point (most likely Social Specialist in the PIU). The GRM Focal Point for the Project will be appointed as GRM Focal Point for direct workers (external consultants) immediately after appraisal of the Project, in order to manage and appropriately answer complaints during its different phases. In addition to the GRM, legal remedies available under the national legislation are also available (courts, inspections, administrative authorities etc.).

At very least, information on the GRM will be made available:

- on the Putevi RS and Project websites, <https://www.putevirs.com/>
- on the Putevi RS notice/information board,
- in the form of informational leaflet available to all external direct workers and received as a part of the contracting package.
- The following channels will be available to stakeholders who would like to submit complaints, feedback, queries, suggestions, or compliments:
  - Communication mechanisms of Putevi RS GRM Committee;
  - Putevi RS legal department contact;
  - In-person complaints to GRM Focal Point;
  - Email addresses, postal addresses and phone numbers provided by the GRM Focal Point for external direct workers;
  - Complaint boxes provided in strategic places (e.g. secluded place in Putevi RS facilities, other relevant and appropriate places that enable anonymous expressions, etc.).

These so-called internal grievances will be collected and processed by PIU GRM Focal Point, who will register the complaint/inquiry in a dedicated Logbook (Xcel or other form) and log the information. GRM Focal Point will ensure that each complaint has an individual reference number and is appropriately tracked and recorded actions are completed. The logged information will include:

- ✓ Allocated tracking number of the case,
- ✓ Type of complaint (e.g. suggestion, question, complaint, etc.),
- ✓ Name of the Complainant (or marked anonymous),
- ✓ Contact details of Complainant,
- ✓ Way/means of submitting,
- ✓ Date when the complaint was received,
- ✓ Deadline for feedback,
- ✓ Whether the immediate acknowledgment was sent,

- ✓ Category of complaint (environmental social, land issue, restricted access, etc.),
- ✓ Language of complaint,
- ✓ Preliminary action plan.

In the process, or at the closing of the case (the latest), the following information will be added to the log:

- Name of feedback provider,
- Feedback provider's contact details,
- Nature of the feedback provided/complaint;
- Category of feedback (according to a typology to be developed in the updated SEP),
- Information about the feedback provider/complainant along categories to be developed in the updated SEP (e.g. gender, age, etc.),
- Action taken and response provided to the feedback provider/complainant,
- Date response was provided,
- Feedback provider/complainant satisfaction with response provided,
- Current status of the case,
- Any other relevant information.

Processing and appeal - Upon receiving project-related feedback or grievances, the PIU GRM Focal Point will acknowledge receipt of the feedback/grievance within 24 hours to the person who submitted it. They will outline the next steps and provide an expectation of when the feedback provider/complainant can expect to hear back from the project implementers. In the case of complaints, the PIU GRM Focal Point will then investigate the submission by reaching out to relevant actors as appropriate.

Resolution and appeal- Following the investigation, the PIU GRM focal point will propose a resolution to the complainant in writing within a maximum timeframe of 10 days from the moment the complaint was acknowledged. If an issue is still pending by the end of 10 days, the complainant will be provided with an update regarding the status of the complaint and the estimated time by which a proposed resolution will be provided. All grievances should be resolved within a maximum of 21 days of receipt. To enhance accountability, these timelines will be disseminated.

In case a complainant is dissatisfied with the proposed resolution, an appeal may be lodged within 15 days following the receipt of the decision with the Putevi RS GRM, who shall decide on the lodged appeal. If still dissatisfied, the Complainant can take legal actions through RS regulatory and institutional framework: (i) If the appeal is filed within the legal system (as a final level GRM action), the competent court is Municipal Court (so called Local Court). (ii) If the amicable settlement of any major dispute in implementation fails for any reason, complainants may still seek a judicial settlement before the competent court.

For **contracted workers**, a GRM shall be established in compliance with requirements of this LMP, ESS2 and entity law<sup>11</sup> unless such a mechanism already exists in the company. . Contractors shall develop its own GRM and resolve grievances of contracted workers. In the tender itself the potential contractors shall be informed that it would be expected to have such a mechanism. If the bidders already have a mechanism established, they should submit in their bid statement on its existence, and if they do not, contractors would be under obligations to establish it by the contract signing. The contract shall specify that the contractor is confirming that the GRM has been established and that all workers are informed of its existence.

The contracted workers will be informed about the existence of the GRM through notifications on notice boards, through union, during training, at the time of recruitment, etc. The GRM shall include the following elements:

- Simplicity of procedure (possibility to provide comments, lodge complaints, proposals, informal grievances, etc.)
- Stipulated timeframes to respond to grievances and address cases
- A grievance log to register and track timely resolution of grievances,
- Anonymous grievances shall be treated equal to those that are not anonymous,
- Right to accompaniment by colleagues and/or trade union representative,
- The management shall treat grievances seriously and undertake appropriate actions

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<sup>11</sup> Entity labor law in RS enables workers to file written grievances to their employers within a specified timeframe (30 days). However, this grievance mechanism is not specified in the law, and thus cannot be considered to be completely in line with WB ESS2 requirements. Namely, labor law does not clearly define that information on the grievance mechanism needs to be accessible to all workers in a clear and understandable manner. In fact, employers are not required to inform their workers of the existence of such a mechanism nor the process of grievance management. Furthermore, there are no defined measures to protect workers against any type of retaliation (through, for example, allowing for the possibility of filing anonymous complaints). There is also no obligation to keep records on grievances.

- Possibility of submitting a second-instance grievance in case the worker is not satisfied with the solution offered<sup>12</sup>
- The grievance redress mechanism will be transparent and allow workers to express their concerns and file grievances. Additionally, there will be no discrimination or sanctions against those who express grievances and grievances will be treated confidentially. For GBV and particularly SEA and SH, the GRM will have a channel<sup>13</sup> through which complaints can be registered in a safe and confidential manner, in particular related to the identity of complainant. The GRM should not ask for, or record information on no more than three aspects related to GBV/SEA/SH incident:
  - The nature of the complaint (what the complainant says in his/her words without questioning),
  - The age of the survivor,
  - If, to the best of their knowledge, the perpetrator was associated with the Project.
- The GRM Operators shall be instructed to collect GBV/SEA/SH cases with no judgment and any disclosure must be made in consultation and with the permission of the complainant. The GRM Operators receiving the complaints should report such cases immediately to PIU, copying the World Bank. The GRM template is provided in the Annex C of this LMP.
- The grievance redress mechanism should not impede access to other judicial or administrative legal remedies that could be accessible in accordance with the law or through existing arbitration proceedings or replace grievance mechanisms that are provided through collective agreements.

#### Feedback and grievance monitoring and analysis

Semi-annual summaries on complaints, feedback, queries, suggestions and compliments, together with the status of implementation of associated corrective/preventative actions, will be collated by the designated PIU GRM focal point, and referred to the PIU manager. These summaries will include a section on the direct workers GRM. The summaries will allow to assess the volume and nature of feedback received and enhance the project's ability to address it in a timely and effective manner. These reports will also be included in the reporting to the World Bank.

The PIU GRM focal point will also be responsible for designing and administering a **short complainant satisfaction survey** in order to capture feedback providers' satisfaction with their interaction with the parties implementing the project and the resolution proposed following the submission of their grievance.

#### World Bank's Grievance Redress System (GSM)

Communities and individuals who believe that they are adversely affected by a WB supported project may submit complaints to existing project-level grievance redress mechanisms or the WB's Grievance Redress Service (GRS). The GRS ensures that complaints received are promptly reviewed in order to address project-related concerns. Project affected communities and individuals may submit their complaint to the WB's independent Inspection Panel which determines whether harm occurred, or could occur, as a result of WB non-compliance with its policies and procedures. Complaints may be submitted at any time after concerns have been brought directly to the World Bank's attention, and Bank Management has been given an opportunity to respond.

For information on how to submit complaints to the World Bank's corporate Grievance Redress Service (GRS), please visit <http://www.worldbank.org/en/projects-operations/products-and-services/grievance-redress-service>. For information on how to submit complaints to the World Bank Inspection Panel, please visit [www.inspectionpanel.org](http://www.inspectionpanel.org).

<sup>12</sup> Under entity labor law, second-instance resolution of labor disputes relates to peaceful resolution of disputes (mediation) by authorized mediators appointed in line with entity legislation.

<sup>13</sup> Complaint boxes/forms should not have a specific designation written on them because people will not use them if they can be associated with GBV/SEA/SH.

## 11 CONTRACTOR MANAGEMENT

Putevi RS will use the Bank's 2017 Standard Procurement Documents for solicitations and contracts, and these include labor and occupational, health and safety requirements. Putevi RS shall ensure that the contractors are legitimate and reliable entities, and that any written labor procedures the contractors have in place are in compliance with this Procedure. As part of the selection process, the Borrower may review the following information:

- Information in public records, for example, corporate registers and public documents relating to violations of applicable labor law, including reports from labor inspectorates and other enforcement bodies,
- Business licenses, registration, permits and approvals,
- Documents relating to a labor management system, including OHS issues, for example, labor management procedures.

During implementation of the Contracts the following shall be reviewed:

- Identifications of labor management, safety, and health personnel, their qualifications and certifications,
- Workers' certifications/permits/training to perform required work,
- Records of safety and health violations, and responses,
- Worker payroll records, including hours worked and pay received,
- Copies of previous contracts with contractors and suppliers, showing inclusion of provisions and terms reflecting ESS2. Putevi RS can, if they deem necessary, request contractors to submit additional documentation, including, without limitation, the following:
  - written policies on labor (for example, the Rulebook on Labor),
  - reports of labor inspection and other authorities,
  - documentation in connection with the labor management system, including OHS procedures, OHS records, including entries on accidents and fatalities, as well as information provided to competent authorities.

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

Contracts concluded with contractors shall contain provisions on mandatory compliance with relevant legislation on labor and OHS, as well as the obligation to establish a grievance redress mechanism for workers (if such a mechanism is not already in place) in the manner defined in this LMP. Monitoring of contracts concluded with contractors shall include periodic audits and spot checks of work sites and labor management records and reports. Contractor's labor management records and reports may include: (i) a representative sample of employment contracts or arrangements between third parties and contracted workers; (ii) records relating to grievances received and their resolution; (iii) reports relating to safety inspections, including fatalities and incidents, and implementation of corrective actions; (iv) records of training provided for contracted workers to explain labor and working conditions and OHS related to the project. In the contractual agreements with contractors/subcontractors Putevi RS shall include appropriate non-compliance remedies, such as termination of the contract should the contractor fail, within the reasonable time given, to comply with any notice to correct related inter alia to compliance with the entity labor law, OHS law and this LMP. The third parties' statement/template on compliance with provisions of labor legislation and the Project's LMP is given in Annex B.



## Annex A

## FORMAT FOR REPORT ON COMPLIANCE WITH CONDITIONS OF WORK WITH ESS2 FOR THIRD PARTIES ENGAGING CONTRACTED WORKERS

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

## LABOR AND WORKING CONDITIONS COMPLIANCE REPORT

Company employees\* statistics:

Total number of employee's gender disaggregated: M \_\_\_\_\_ F \_\_\_\_\_

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

without an employment contract out of total number of employees

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

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

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

Number of hours worked per employee (monthly average)    Total overtime

(monthly average per employee)

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

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

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

Number of grievances resolved by GM (in reporting period and cumulative since contract start) Number of suits filed with regard to labor, employment and OHS issues

Number of disputes brought to peaceful settlement/ voluntary arbitration procedure Number of visits by labor/ OHS inspection

\*The employee is any natural person employed or engaged to work or perform service for the employer

1 The number of employees refers to the actual number/headcount on the date of the report.

2 The numbers imply the total number of incidents in the reported period. Project workers

statistics:

- o Total number of project workers\*\*:
- o Number of project workers with an employment contract:
- o Number of project workers without an employment contract:
- o Number of project workers with access to social security, pension and health insurance verified by confirmation from registry:

	Terms and conditions	Yes / No	Notes
1	All project workers have an employment contract or engagement agreement in writing.	Yes <input type="checkbox"/>  No <input type="checkbox"/>	If "No" please specify and explain
2	All project workers are paid at least once a month	Yes <input type="checkbox"/>  No <input type="checkbox"/>	If "No" please specify and explain
3	All project workers worked 8 hours a day, 40 hours a week	Yes <input type="checkbox"/>  No <input type="checkbox"/>	If "No" please explain and specify the hours worked
4	All project workers had a regular daily and weekly rest	Yes <input type="checkbox"/>  No <input type="checkbox"/>	If "No" please specify and explain

	Terms and conditions	Yes / No	Notes
5	Number of project workers were terminated from employment with termination in line with entity labor law and <b>ESS2</b>	Yes <input type="checkbox"/>  No <input type="checkbox"/>	If "Yes" please specify number and explain conditions of termination
6	Number of project workers attended OHS related training programme	Yes <input type="checkbox"/>  No <input type="checkbox"/>	If "Yes" please specify number and explain
7	Project workers were granted leaves they are entitled to	Yes <input type="checkbox"/>  No <input type="checkbox"/>	If "Yes" Please specify the type and number of leaves
8	Project workers were involved in accidents at work resulting in injuries or fatalities	Yes <input type="checkbox"/>  No <input type="checkbox"/>	If "Yes" please specify and explain
9	Project workers reported on cases of discrimination, harassment, sexual harassment or non-compliance with law	Yes <input type="checkbox"/>  No <input type="checkbox"/>	If "Yes" please specify and explain
10	All project workers are above the age of 18.	Yes <input type="checkbox"/>  No <input type="checkbox"/>	If "No" please specify and explain
11	Project workers raised grievances or started voluntary arbitration/ legal proceedings to settle a dispute	Yes <input type="checkbox"/>  No <input type="checkbox"/>	If "Yes" please specify and explain
12	In the reported period there were some incidents on noncompliance	Yes <input type="checkbox"/>	If "Yes" please specify and explain

	Terms and conditions	Yes / No	Notes
	with the LMP	No <input type="checkbox"/>	

**Annex B****THIRD PARTIES STATEMENT (POTENTIAL CONTRACTORS AND SERVICE PROVIDERS) ON COMPLIANCE WITH PROVISIONS OF LABOR LEGISLATION and THE PROJECT`S LMP**

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

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

**STATEMENT OF LEGAL AND REGULATORY COMPLIANCE**

Hereby we declare that

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

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

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

Signature:

Name:

Position:

\*National Laws refers to the Laws of RS and the domicile Law of the country in case the Bidder is foreign.

## Annex C

## GRIEVANCE REDRESS MECHANISM TEMPLATE

Designation (entered by the contractor)	
First name and Surname (not obligatory)  <i>Please indicate with an X</i>  <input type="checkbox"/> I would like to lodge a complaint anonymously  <input type="checkbox"/> Please do not disclose my identity without my consent	
Contact data   Signify the desired manner of contact (by mail, phone, email)	<input type="checkbox"/> By mail: <i>Provide an address for mail delivery.</i>  _____ _____ <input type="checkbox"/> By phone: _____ <input type="checkbox"/> By email: _____
Description of event to which the complaint relates	What occurred? Where did it happen? To which person did it happen? What came out as a consequence of the problem?
Date of the event/complaint	
	<input type="checkbox"/> Event that occurred once/complaint (date _____)  <input type="checkbox"/> It occurred more than once (how many times? _____)  <input type="checkbox"/> Ongoing (a problem that currently exists)

What would you want to be undertaken?
Signature: _____ Date: _____

