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REPUBLIC OF TÜRKİYE
MINISTRY OF AGRICULTURE AND
FORESTRY

DIRECTORATE GENERAL OF FORESTRY



TÜRKİYE CLIMATE RESILIENT
FORESTS PROJECT - P179345
(IDOP)

LABOR MANAGEMENT
PROCEDURES
(LMP)

MARCH 29, 2023

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LIST OF ABBREVIATIONS AND ACRONYMS

CoC	: Code of Conduct
E&S	: Environmental and Social
ECC	: External Communications Committee
ESCP	: Environmental and Social Commitment Plan
EHSGs	: Environmental, Health and Safety Guidelines of the World Bank Group
ESF	: Environmental and Social Framework of the World Bank
ESMF	: Environmental and Social Management Framework
ESMP	: Environmental and Social Management Plan
ESSs	: Environmental and Social Standards of the Environmental and Social Framework of the World Bank
GBV	: Gender-Based Violence
GD	: General Directorate
GHG	: Greenhouse Gas
GM	: Grievance Mechanism
GRS	: Grievance Redress Service
IA	: Implementing Agency
IBRD	: International Bank for Reconstruction and Development
IDOP (<i>also used as Project or Proposed Project</i>)	: Türkiye Climate Resilient Forests Project [Türkiye İklimle Dayanıklı Ormancılık Projesi]
ICS	: Incident Command System
IFM	: Integrated Fire Management
LMP	: Labor Management Procedures
M&E	: Monitoring and Evaluation
OGM	: Directorate General of Forestry [Orman Genel Müdürlüğü]
OHS	: Occupational Health and Safety
PIU	: Project Implementation Unit
POM	: Project Operational Manual
Project (<i>also used as IDOP or Proposed Project</i>)	: Türkiye Climate Resilient Forests Project
Proposed Project (<i>also used as IDOP or Project</i>)	: Türkiye Climate Resilient Forests Project
PSC	: Project Steering Committee
SEA/SH	: Sexual Exploitation and Abuse / Sexual Harassment
SEP	: Stakeholder Engagement Plan
ToR	: Terms of Reference
TWG	: Technical Working Group
WB	: World Bank
WGM	: Workers' Grievance Mechanism

DEFINITION OF KEY TERMS

Borrower is the Directorate General of Forestry (OGM) on behalf of Turkish Government.

Core functions of a project constitute those production and/or service processes essential for a specific project activity without which the project cannot continue. (ESS2)

Employment contract is a contract in which one party (employee) undertakes to work as a dependent and the other party (employer) undertakes to pay wages. (Labor Law No. 4857)

Employment relationship exist when a person performs work or provides services under certain conditions—which are determined by employment contract—in return for remuneration. (Partly ESS2)

Migrant workers are workers who have migrated from one country to another or from one part of the country to another for purposes of employment. (ESS2)

Primary suppliers are those suppliers who, on an ongoing basis, provide directly to the project goods or materials essential for the core functions of the project, where *core functions* of a project constitute those production and/or service processes essential for a specific project activity without which the project cannot continue. Second, third, and further levels of the supply chain (sometimes referred to as Tier 2 and Tier 3 suppliers) are not covered by ESS2. (ESS2)

Wildfire refers to “any unplanned and uncontrolled wildland fire which may require suppression response, or other action according to agency policy”¹.

¹ FAO, 2010. Wildland Fire Management Terminology

EXECUTIVE SUMMARY

Türkiye, which is a large, upper middle-income country with a record of strong economic growth, recently struggles with the impacts of climate change such as floods, wildfires, storms, and landslides that occur frequently and result in localized losses². In addition, 2021 brought both the most severe *wildfires* in Türkiye's south and west regions recorded in history as well as catastrophic flooding in the north region. Increased incidence of wildfires and decreased rainfall for hydropower may further contribute to greenhouse gas (GHG) emissions in the future, undermining Türkiye's commitment to reach net zero emissions in 2053³. As climate change progresses, these disasters will likely worsen and have a growing economic impact. As such, comprehensive management of climate and disaster risks is essential for Türkiye to continue to grow and to reach high-income status.

Therefore, as stated in the **Project Development Objective (PDO)** of Türkiye Climate Resilient Forests Project (hereinafter will be referred as Proposed Project, Project or IDOP—as abbreviated in Turkish), IDOP is proposed *to strengthen institutional capacity for integrated fire management and to increase the resilience of forests and people to wildfires in targeted areas of Türkiye, and to respond promptly and effectively in the event of an Eligible Crisis or Emergency*. The key results expected by IDOP are:

- Improved institutional capacity for Integrated Fire Management (IFM),
- Forest area with increased wildfire and forest resilience in targeted areas, and
- People provided with increased protection against wildfires.

IDOP is planned to be funded by the World Bank (WB) and implemented by Directorate General of Forestry (OGM) on behalf of Government of Türkiye.

Purpose of the Labor Management Procedures

In August 2016, the WB adopted a set of environment and social policies called the Environmental and Social Framework (ESF) which have been applied to all projects supported by the WB through Investment Project Financing as of October 1, 2018, aiming to ensure that the people and the environment are protected from the potential adverse impacts of the project which in turn will improve the development outcomes of the project and promote sustainable development. Therefore, this Labor Management Procedures (LMP) and its complementary documents—Environmental and Social Framework (ESMF) and Stakeholder Engagement Plan (SEP)—are prepared for IDOP.

This LMP was prepared in line with the Environmental and Social Standard (ESS) 2 *Labor and Working Conditions* of the ESF and aims to (i) promote safety and health at work, (ii) promote the fair treatment, non-discrimination, and equal opportunity of project workers, (iii) protect project workers, (iv) prevent the use of all forms of forced labor and child labor, (v) support the principles of freedom of association and collective bargaining of project workers in a manner

² World Bank, 2022. Türkiye Adaptation and Resilience Assessment: A Whole-of-Economy Approach to Climate and Disaster Risks. Washington, DC.

³ World Bank Group, 2022. Türkiye Country Climate and Development Report. Washington, DC.

consistent with national law, and (vi) provide project workers with accessible means to raise workplace concerns.

In relation to the above objectives, the purpose of this LMP is to (i) identify the different types of project workers that are likely to be involved in the project, and (ii) set out the measures to meet the requirements of ESS2 that apply to the different types of workers.

Project Components. The project will be implemented through four components:

- Component 1. Strengthening Institutions and Society for Wildfire and Forest Resilience
 - Subcomponent 1.1. Strengthening the institutional framework for IFM through “Review and Analysis”.
 - Subcomponent 1.2. Increasing “Readiness” for IFM through technology and capacity building.
- Component 2. Investments in Climate Resilient Forests in Targeted Areas
 - Subcomponent 2.1. Scaling-up wildfire “Risk Reduction”.
 - Subcomponent 2.2. Strengthening operational systems for “Response”.
 - Subcomponent 2.3. Resilient “Recovery” of landscapes and livelihoods affected by wildfires.
- Component 3. Project Management, Monitoring and Evaluation
- Component 4. Contingent Emergency Response Component (CERC)

Project location. The project will be implemented in the Regional Directorates of Forestry in Adana, Antalya, Balıkesir, Çanakkale, Hatay, İzmir, Kahramanmaraş, Mersin, and Muğla as priority targeted areas.

Implementation Arrangements. The Department of Forest Management and Planning has been designated as the Project Implementation Unit (PIU), with the Head of Department acting as the Project Coordinator. The OGM PIU will be responsible for day-to-day management and implementation of the Project, and the social and OHS specialists of the PIU will be responsible for the implementation of this LMP.

Project Workers. The categories of project workers that will be engaged in the activities of IDOP are direct workers, contracted workers, and primary supply workers, where (i) *Direct workers* will be the staff of OGM who are directly engaged in the activities of the Proposed Project, if externally hired, the staff of PIU, and the consultants, (ii) *Contracted workers* will be the workers of the contractors and their subcontractors who will be engaged on the project activity basis, such as construction workers and forest workers, (iii) *Primary supply workers* will be the workers of the suppliers which on ongoing basis, directly provide goods or materials essential for the core functions of the Project. *Community workers* are not anticipated to be engaged in the activities of IDOP.

Key Labor Risks. There will be construction related OHS risks expected to occur during the construction and decommissioning phases of the forest schools, camera towers, genetic and tissue culture laboratories, cold storage warehouse, packaging facility and milk collection center, and retrofitting of houses in forest villages. During the operation phase, most of the Project activities can be considered as safe where the only OHS risks of the activities are about office works and safe driving of vehicles during site visits. Nevertheless, there are also activities which may pose serious OHS risks such as wildfire firefighting and search and rescue operations, where although wildfire firefighting and search and rescue will not be directly financed by the Project,

they are considered as downstream activities and the OHS, and labor risks of the trainees are considered within the OHS and labor risks of the Project. In addition, the activities related to laboratories, greenhouses, and animal husbandry may pose OHS risks. However, since the risk level of the laboratories is low and the scale of greenhouse and animal husbandry activities are at family level, no significant OHS risks are expected. Overtime working hours and child labor at family enterprises are among the other labor risks.

Mitigation Measures. Establishment of Worker's Grievance Mechanism, preparation of Labor Management Procedures, integration of Code of Conducts provisions related to the requirements of ESS2 including forced labor, child labor into bidding documents of contractors/subcontractors and into contracts of contractors', subcontractors' and grant beneficiaries' and regulations on monitoring and reporting are provided as major mitigation measures to avoid or reduce labor risks.

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INTRODUCTION

Türkiye, which is a large, upper middle-income country with a record of strong economic growth, recently struggles with the impacts of climate change which are felt via higher food prices and reduced agricultural productivity⁴. In addition, other impacts of climate change such as floods, wildfires, storms, and landslides occur frequently and result in localized losses⁵. Climate models predict worsening of already observed trends, including increasing anomalies in precipitation patterns with increased incidence of extreme rain and flooding on the one hand as well as protracted drought, extreme heat, and wildfires on the other⁶. In addition, 2021 brought both the most severe *wildfires* in Türkiye's south and west regions recorded in history as well as catastrophic flooding in the north region. Increased incidence of wildfires and decreased rainfall for hydropower may further contribute to greenhouse gas (GHG) emissions in the future, undermining Türkiye's commitment to reach net zero emissions in 2053⁷. As climate change progresses, these disasters will likely worsen and have a growing economic impact. As such, comprehensive management of climate and disaster risks is essential for Türkiye to continue to grow and to reach high-income status.

Therefore, as stated in the **Project Development Objective (PDO)** of Türkiye Climate Resilient Forests Project (hereinafter will be referred as Proposed Project, Project or IDOP—as abbreviated in Turkish), IDOP is proposed to *strengthen institutional capacity for integrated fire management and to increase the resilience of forests and people to wildfires in targeted areas of Türkiye, and to respond promptly and effectively in the event of an Eligible Crisis or Emergency*. The key results expected by IDOP are:

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Purpose of the Labor Management Procedures

In August 2016, the WB adopted a set of environment and social policies called the Environmental and Social Framework (ESF) which have been applied to all projects supported by the WB through Investment Project Financing as of October 1, 2018, aiming to ensure that the people and the environment are protected from the potential adverse impacts of the project which in turn will improve the development outcomes of the project and promote sustainable development. ESF comprises a "vision for sustainable development", "the WB environmental and social policy for investment project financing", and "the Environmental and Social Standards (ESSs)" which set out the mandatory requirements that the Borrowing governments will address

⁴ Dellal I. and Unuvar I., 2019. Effect of Climate Change on Food Supply of Turkey. J. Environ. Prot. Ecol. 20. 292-700.

⁵ World Bank, 2022. Türkiye Adaptation and Resilience Assessment: A Whole-of-Economy Approach to Climate and Disaster Risks. Washington, DC.

⁶ Republic of Türkiye. Ministry of Environment and Urbanization, 2018. Seventh National Communication to the UNFCCC.

⁷ World Bank Group, 2022. Türkiye Country Climate and Development Report. Washington, DC.

in order to receive WB support for their investment projects⁸. Therefore, in line with the requirements of ESSs, this Labor Management Procedures (LMP) and its complementary documents—Environmental and Social Framework (ESMF) and Stakeholder Engagement Plan (SEP)—are prepared for IDOP. All these documents will be integrated into the Project Operation Manual (POM) and will serve as a basis for the implementation of IDOP.

This LMP was prepared in line with the Environmental and Social Standard (ESS) 2 *Labor and Working Conditions* of the ESF which recognizes the importance of employment creation and income generation in the pursuit of poverty reduction and inclusive economic growth and has the following objectives:

- To promote safety and health at work.
- To promote 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.

Borrowers can promote sound worker-management relationships and enhance the development benefits of a project by treating workers in the project fairly and providing safe and healthy working conditions.

In relation to the above objectives, the purpose of this LMP is to facilitate planning for IDOP and help identify the resources necessary to address the labor issues associated with IDOP. This LMP helps to

- a) identify the different types of project workers that are likely to be involved in the project, and
- b) set out the ways of meeting the requirements of ESS2 that apply to the different types of workers⁹.

In general, LMP assesses the national legislation with respect to the requirements set in ESS2 and outlines possible measures for gaps, if any.

This LMP is a “living” document and will be reviewed and updated as needed during the preparation and implementation of IDOP. In addition, it will be amended or updated as necessary, pursuant to changes in national legislation or institutional directives.

⁸ <https://www.worldbank.org/en/projects-operations/environmental-and-social-policies>

⁹ To the extent that provisions of national law are relevant to activities of IDOP and satisfy the requirements of ESS2, LMP will not duplicate such provisions but simply refer to those relevant national legislation.

Structure of the LMP

This LMP consists of twelve sections.

Section 1. Overview of IDOP presents detailed summaries of the components, and the implementation arrangements of IDOP.

Section 2. Overview of Labor Use on IDOP describes the number of Project workers, characteristics of Project workers and timing of labor requirements, based on available information.

Section 3. Assessment of Key Potential Labor Risks provides general information about the different activities that the Project workers will carry out and the key labor risks which may be associated with the Project.

Section 4. Brief Overview of Labor Legislation: Terms and Conditions sets out the key aspects of Turkish labor legislation with regards to term and conditions of work, and how Turkish legislation applies to different categories of workers identified in *Section 2*. The overview focuses on legislation which relates to the items set out in ESS2 such as wages, deductions and benefits).

Section 5. Brief Overview of Labor Legislation: Occupational Health and Safety sets out the key aspects of the Turkish labor legislation with regards to occupational health and safety (OHS), and how Turkish legislation applies to the different categories of workers identified in *Section 2*. The overview focuses on legislation which relates to the items set out in ESS2.

Section 6. Responsible Staff identifies the functions and/or individuals within the Project responsible for (i) engagement and management of project workers, (ii) engagement and management of contractors/subcontractors, (iii) OHS, (iv) training of workers, and (v) addressing worker grievances.

Section 7. Policies and Procedures sets out information on OHS, reporting and monitoring and other general Project policies, and identifies applicable Turkish legislation. In addition, this section also outlines how the significant safety risks have been identified as part of *Section 3* will be addressed.

Section 8. Age of Employment sets out details regarding (i) the minimum age for employment on the Project, (ii) the process that will be followed to verify the age of Project workers, (iii) the procedure that will be followed if underage workers are found working on the Project, and (iv) the procedure for conducting risk assessments for workers aged between the minimum age and 18.

Section 9. Terms and Conditions sets out details regarding (i) specific wages, hours and other provisions that apply to the Project, (ii) maximum number of hours that can be worked on the Project, (iii) any collective agreements that apply to the project, and (iv) other specific terms and conditions.

Section 10. Grievance Mechanism sets out details of the grievance mechanism that will be provided for direct and contracted workers and describes the way in which these workers will be made aware of the mechanism.

Section 11. Contractor Management sets out details regarding (i) the selection process for contractors, (ii) the contractual provisions that will put in place relating to contractors for the management of labor issues, including OHS, and (iii) the procedure for managing and monitoring the performance of contractors, as discussed in ESS2.

Section 12. Primary Supply Workers sets out the procedure for monitoring and reporting on primary supply workers, in case a significant risk of child or forced labor or serious safety issues in relation to primary suppliers has been identified.

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1. OVERVIEW OF IDOP

Türkiye can benefit from strengthening its preparedness against the increasing risk of wildfires under climate change through a comprehensive wildfire management approach for shaping climate resilient forest landscapes.¹⁰ Wildfire risk in Türkiye is driven by similar pressures as elsewhere including land use changes, demographic change, fuel build-up and is influenced by climate change. These underlying drivers need to be addressed as firefighting alone cannot solve the problem of extreme wildfires, as confirmed in 2021 in Türkiye. To understand and address the complex and multiple issues that combine to create extreme wildfire hazards, a systematic approach is needed that can be readily applied with ongoing use for continuous improvement. “Integrated Fire Management” (IFM) has evolved as countries work to cope with wildfires and is a holistic approach to addressing forest fire issues that considers biological, environmental, cultural, social, and economic interactions.¹¹ IFM considers five elements (the **5Rs**) that are aligned with the Sendai Framework for Disaster Risk Reduction 2015-2030¹², used in dealing with disasters and their management: (i) “**Review and Analysis**” of wildfire issues and identification of options for positive change; (ii) “**Risk Reduction**” to prevent wildfires by focusing resources on the underlying causes; (iii) “**Readiness**” to be prepared for fighting wildfires; (iv) “**Response**” to ensure appropriate responses for unwanted or damaging wildfires; and (v) “**Recovery**” to restore community welfare, infrastructure and fire-damaged landscapes. IFM and the 5Rs provide a flexible framework that can enable the constraints that affect forest fire management in Türkiye to be addressed systematically. This Project therefore is expected to deliver a model for IFM in targeted areas of Türkiye—Regional Directorates of Forestry of Adana, Antalya, Balıkesir, Çanakkale, Hatay, İzmir, Kahramanmaraş, Mersin, and Muğla¹³—based on international best practices that can be replicated in other areas of the Türkiye. It has four components as described in the following paragraphs.

Component 1: Strengthening institutions and society for wildfire and forest resilience. The objective of this component is to apply “Review and Analysis” and “Readiness” to make society, institutions, and forests better prepared for more frequent and severe wildfires that are exacerbated by climate change through review of policy and regulations, institutional strengthening and coordination, training and capacity building, and research and technology development. It has two subcomponents.

Subcomponent 1.1. Strengthening the institutional framework for IFM through “Review and Analysis”. This subcomponent aims to strengthen the institutional framework and knowledge base for IFM and establish strategies for appropriate responses to large wildfires at both national and local level. Activities under this subcomponent will include the following:

¹⁰ Wunder, S. et al. 2021. Resilient landscapes to prevent catastrophic forest fires: Socioeconomic insights towards a new paradigm. *Forest Policy and Economics* 128 (2021).

¹¹ FAO, 2019. *FAO Strategy on Forest Fire Management*. Rome.

¹² <https://www.undrr.org/implementing-sendai-framework/what-sendai-framework>

¹³ These Regional Directorates of Forestry covers provinces of Adana, Antalya, Aydın, Balıkesir, Çanakkale, Edirne, Gaziantep, Hatay, İzmir, Kahramanmaraş, Kilis, Manisa, Mersin, Muğla and Osmaniye.

- (i) reviewing institutional frameworks (policies, legislation, and regulations) on wildfires and related sectors, and submitting relevant revision to the competent authorities,
- (ii) preparation of an IFM National Strategy for Türkiye and updating OGM's National Forestry Program to include forest and wildfire resilience considerations,
- (iii) updating of local IFM Management Plans for priority Forest Operational Directorates (FODs) in targeted areas,
- (iv) reviewing and strengthening the Incident Command System (ICS) approach for Türkiye based on international best practices,
- (v) strengthening the capacity for fire investigation and cause attribution,
- (vi) carrying out studies to increase knowledge on different aspects of forest and wildfire resilience including climate change risks and impacts on forest carbon stocks, incorporating biodiversity and ecosystem services in forest management planning, and developing a climate change adaptation strategy for forests, among others.

Subcomponent 1.2. Increasing "Readiness" for IFM through technology and capacity building. This subcomponent aims to strengthen the "Readiness" for addressing extreme wildfires through improved technologies, awareness of and capacity for key elements of IFM within OGM and other stakeholders in Türkiye. Activities under this subcomponent will include the following:

- (i) development of a digital decision support system based on the state-of-the-art technologies, including to enhance the forest fire danger rating and forest fire detection systems for improved wildfire prediction and resource allocation for effective response,
- (ii) design and delivery of training programs on IFM and ICS, for OGM and other concerned agencies, local authorities, forest villagers and other stakeholders as appropriate,
- (iii) strengthen OGM's search and rescue teams and voluntary brigade system to become adequately skilled and equipped based on international best practices and relevant successful experiences,
- (iv) prepare and roll out a national public awareness and communication campaign on wildfires and climate change considering the role of the public in the activities during and after forest fires, including carrying out educational activities for the younger population through forestry educational schools.

Component 2: Investments in climate resilient forests in targeted areas. This component will support investments in climate resilient forests aimed at reducing risk, enhancing response capacity, and restoring landscapes affected by wildfires in targeted areas using a balanced approach between prevention and suppression. These investments will also improve forest and community resilience to future wildfires under the increasing risks of climate change. The targeted areas of the project will be the areas of highest priority in Türkiye based on OGM's wildfire risk assessment process.¹⁴ Investment packages for each of the "5Rs" will be customized

¹⁴ OGM's Department of Combating Forest Fires uses a wildfire risk assessment process that considers and combines data sets on frequency and size of past fires, topography, vegetation and fuels, rainfall and forest fire danger rating from the DG of Meteorology.

to targeted areas according to their needs and implemented through IFM plans to be developed under the Project, allowing for future scalability and replicability. OGM's Headquarter based in Ankara will have overall management supervision of this Component, though implementation will be carried out by the Regional Directorates located in each of the targeted areas. OGM has identified the Regional Directorates of Adana, Antalya, Balıkesir, Çanakkale, Hatay, İzmir, Kahramanmaraş, Mersin and Muğla as priority targeted areas. All these Regional Directorates have forests located along the coastlines of the Mediterranean, Aegean, and Marmara regions and are identified as "very high risk" in the Forest Fire Risk Map of Türkiye. It has three subcomponents.

Subcomponent 2.1. Scaling-up wildfire "Risk Reduction". This subcomponent will support investments aimed at reducing wildfire risk in targeted areas through managing the fuel load that feeds wildfires and developing options for reducing the spread of forest fire ignitions. Activities under this subcomponent will include the following:

- (i) supporting the maintenance of the forest road network to ensure accessibility during the fire season,
- (ii) silvicultural interventions to increase wildfire and forest resilience in existing forests, such as: firebreaks and boundary lines in selected areas to address the edges of roads and transition points of electrical communication lines; fuel load management interventions (e.g., thinning, grazing); creating buffer zones with forest fire resistant species between forest areas, settlements and agricultural areas; protecting or creating natural openings in forests,
- (iii) training and awareness raising for local communities and stakeholders for risk reduction activities such as burning of agricultural residues by farmers, campfire management in recreation areas, etc., including a dedicated training program for women on Occupational Health and Safety issues in wildfire management.

Subcomponent 2.2. Strengthening operational systems for "Response". This subcomponent will support selected investments (building on existing capacities) aimed at strengthening the ability to respond to, suppress and contain large wildfires before spreading out of control. Activities under this subcomponent will include the following:

- (i) reducing the detection time for forest fires by modernizing surveillance and detection approaches through unmanned watchtowers,
- (ii) reducing first response time by enhancing communications and dispatching systems through the replacement of old equipment and the establishment of a Digital Radio Communication System,
- (iii) upgrading and increasing the location of vehicles and machinery to strengthen forest fire suppression capacity.

Subcomponent 2.3. Resilient "Recovery" of landscapes and livelihoods affected by wildfires. This subcomponent will support investments aimed at the recovery and restoration of landscapes and livelihoods affected by wildfires. Landscape restoration activities will be implemented in fire-affected areas contributing to enhanced carbon sequestration. Forest villages and other communities will be provided economic opportunities through training, forest-based livelihoods and employment that contribute to sustainable local development. Special attention will be paid to the lessons learned from the ongoing Türkiye Resilient Landscape Integration Project (TULIP) including for

dedicated support for women-owned businesses or associations. Activities under this subcomponent will include the following:

- (i) establishment of a dedicated laboratory to carry out research and development and act as a gene bank for the identification and production of climate and fire-resilient tree species,
- (ii) restoration of areas burned by wildfire using appropriate techniques to increase resilience climate change and other stressors (e.g., pests), as well as to increase biodiversity and ecosystem services post-fire (e.g., flood protection, soil erosion, etc.),
- (iii) supporting livelihood and employment opportunities for forest villages through a menu of investments to incentivize sustainable management of natural resources in line with IFM plans.

Component 3: Project management, monitoring and evaluation. This component will support incremental operating costs and other eligible expenses to ensure effective and efficient project implementation. Activities under this component will include:

- (i) project management support for OGM's Project Implementation Unit (PIU), including strengthening technical, fiduciary, environment and social capacities,
- (ii) support for compliance with environmental and social risk management, including grievance redress, gender aspects, and citizen engagement,
- (iii) maintenance of a project communication and visibility plan,
- (iv) monitoring and evaluation,
- (v) operational expenses related to the project.

Component 4: Contingent Emergency Response Component (CERC). This component is included in accordance with OP/BP 10.00 (Investment Project Financing), paragraphs 12 and 13, for contingent emergency response through the provision of immediate response to an Eligible Crisis or Emergency, as needed. It will allow the Government of Türkiye to respond promptly and effectively to an eligible emergency or crisis, that is a natural or human-made disaster or crisis that has caused or is likely to imminently cause a major adverse economic and/or social impact by requesting a rapid reallocation of project funds. The Project Operations Manual will specify the procedures for activating the CERC.

1.1. IMPLEMENTATION ARRANGEMENTS

The Borrower of the International Bank for Reconstruction and Development (IBRD) Loan will be the Republic of Türkiye, represented through the Ministry of Treasury and Finance. OGM will be the sole Implementing Agency (IA) of the Proposed Project.

The Department of Forest Management and Planning has been designated as the Project Implementation Unit (PIU), with the Head of Department acting as the Project Coordinator. The OGM PIU will be responsible for day-to-day management and implementation of the Project, including the responsibility for financial management, procurement, disbursements, environmental and social risk management, monitoring, evaluation, and reporting of Project activities. The existing PIU has qualified staff responsible for management of core project management functions, and additional individual consultants will be hired by OGM to support specific core functions as needed, including fiduciary and environmental and social (E&S) to

ensure efficient and effective project implementation. Within OGM, project implementation progress will be supervised by the Deputy Director who will act as Project Director.

Twelve departments of and one directorate of Research Institute of OGM are expected to be mainly involved in the implementation of project activities. OGM has formed a Technical Working Group (TWG) to ensure coordination among all participating Departments and Research Institute in the design and implementation of project activities, and subgroups are formed for each of the subprojects when relevant. The TWG is coordinated by the PIU Coordinator who the TWG reports to. The TWG will work closely with the project Monitoring & Evaluation (M&E) specialist to establish the overall M&E strategy of the project and for coordinating its monitoring, including measurement approaches and strategies for data capture, reporting and evaluation.

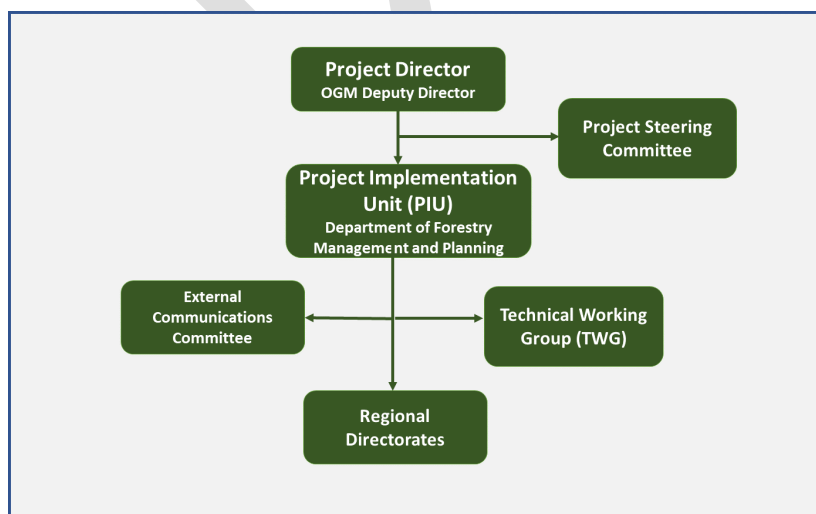
The project will be implemented in the nine OGM Regional Directorates of Adana, Antalya, Balıkesir, Çanakkale, Hatay, İzmir, Kahramanmaraş, Mersin, and Muğla, which have the highest vulnerability to wildfires in the country and will benefit from increased protection against wildfires. OGM Regional Directorates will be directly involved in execution of project activities but will not have any fiduciary responsibilities and will be guided by the PIU E&S experts for compliance with the ESMF and Environmental and Social Commitment Plan (ESCP).

A Project Steering Committee (PSC) has also been established within OGM composed of higher-level officials that will monitor project performance and provide guidance and support for problem resolution as needed. The detailed functions of the PSC will be specified in the POM.

The External Communications Committee (ECC) will be responsible for the external communication and visibility strategy of the project as well as for the operation of the project Grievance Mechanism. It will be composed of both OGM staff and external consultants. The ECC will be developing and managing the website and social media accounts for the promotion of the project, preparing news and feature stories on the project website to increase its visibility, organizing opening and closing meetings, promotional programs in social media organizations, preparing brochures, booklets and videos for the promotion of the project.

The proposed implementation arrangement is given in Figure 1.

Figure 1. Implementation arrangements.



OGM will implement the project based on a Project Operations Manual (POM) satisfactory to the World Bank. The POM will include: (i) detailed description of all project activities and prospective timetable and targets; (ii) detailed implementation arrangements and responsibilities (i.e., composition of and roles and responsibilities of PSC, PIU, TWGs, Departments etc.); (iii) detailed policies and procedures guiding the selection, implementation, and management of subprojects; (iv) guidelines and arrangements for environmental and social requirements; (v) arrangements and procedures for disbursements and financial management; (vi) applicable procurement rules and plans; (vii) Anti-Corruption guidelines; (viii) coordination mechanisms among relevant parties; and (ix) requirements and procedures for Project monitoring, evaluation, reporting, and communication. The implementation arrangements outlined in the POM will adopt an adaptative management approach to allow for flexibility and changes should the needs arise during implementation.

The PIU and ORKOY Department of OGM will develop a Grant Manual, satisfactory to the World Bank, detailing the implementation arrangements for activities aimed at supporting livelihood and employment opportunities for forest villages through grants and/or matching grants. The preparation of the Grants Manual will be a disbursement condition and will detail: (i) guidelines and criteria for the selection of beneficiaries; (ii) guidelines and criteria for the selection of supported investments to ensure alignment with the PDO; (iii) implementation mechanisms, including cost sharing requirements for the different types of activities, grant application templates and instructions, grant agreement template, grant provision mechanisms, monitoring, evaluation, and reporting; (iv) mechanisms for the execution of payments, accounting, documentation, internal controls and other financial management arrangements; (v) E&S requirements, as per the project Environmental and Social Assessment (ESA) instruments and applicable Environmental and Social Standards (ESSs); and (vi) procurement implementation arrangements.

2. OVERVIEW OF LABOR USE IN IDOP

The Environmental and Social Standard (ESS) 2 *Labor and Working Conditions* of the Environmental and Social Framework (ESF) categorizes the project workers into four categories:

- A *direct worker* is a worker with whom the Borrower has a directly contracted employment relationship and specific control over the work, working conditions, and treatment of the project worker. The worker is employed or engaged by the Borrower, paid directly by the Borrower, and subject to the Borrower's day-to-day instruction and control. Examples of direct workers may include persons employed or engaged by the Borrower's project implementation unit to carry out design and supervision, monitoring and evaluation, or community engagement in relation to the project.
- A *contracted worker* is a worker employed or engaged by a third party¹⁵ to perform work or provide services related to the *core functions* of the project, where the third-party exercises control over the work, working conditions, and treatment of the project worker. In such circumstances, the employment relationship is between the third party and the project worker, even if the project worker is working on an ongoing basis on project activities.
- A *primary supply worker* is a worker employed or engaged by a *primary supplier*, providing goods and materials to the project, over whom a primary supplier exercises control for the work, working conditions, and treatment of the person.
- A *community worker* is a person employed or engaged in providing community labor. Projects may include the use of community workers in a number of different circumstances, including where labor is provided by the community as a contribution to the project, or where projects are designed and conducted for the purpose of fostering community-driven development, providing a social safety net or providing targeted assistance in fragile and conflict-affected situations.

Consistent with the categorization of the project workers in ESS2, the categories of project workers that will be engaged in the activities of IDOP are direct workers, contracted workers, and primary supply workers, where:

- *Direct workers* will be the staff of OGM who are directly engaged in the activities of the Proposed Project, if externally hired, the staff of PIU who are engaged in the project management, technical, financial, procurement, environmental, and social related issues, and the consultants.
- *Contracted workers* will be the workers of the contractors and their subcontractors who will be engaged on the project activity basis, i.e., workers of:
 - information technology companies that will provide database and software related services,
 - construction firms,
 - grant beneficiaries.

If the forest villagers will be employed for the Project activities, i.e., for the activities of Subcomponent 2.1.b. *Fuel load management interventions* or Subcomponent 2.3.b. *Restoration of areas burned by wildfire using appropriate techniques*, then the forest villagers will also be considered as a contracted worker (See Section 9).

¹⁵ Third parties may include contractors, subcontractors, brokers, agents or intermediaries.

- *Primary supply workers* will be the workers of the suppliers which on ongoing basis, directly provide goods or materials essential for the core functions of the Project, i.e., workers of companies that will provide:
 - machinery and/or equipment for construction/retrofitting/installment,
 - computers, servers, software licenses, hardware, and
 - solar panels, etc.

Community workers are not anticipated to be engaged in the activities of IDOP.¹⁶

Although ESS2 applies to all project workers regardless of their type of employment contract—full-time, part-time, temporary, or seasonal— and whether they are migrant workers or not, these three categories of project workers reflect the differing degrees of control and influence that OGM has over their employment conditions. In addition, the requirements of ESS2 differ regarding the type of project worker involved. Therefore, Sections 1 to 11 of this LMP set out the requirements for direct and contracted workers and Section 12 sets out the requirements for primary supply workers.

Note: ESS2 does not seek to interfere in the relationship between the government and its civil service employees, and the civil servants who are working in connection with the project, will remain subject to the terms and conditions of their existing public sector employment agreement or arrangement, unless there has been an effective legal transfer of their employment or engagement to the Project. However, OGM is expected to provide reasonable and necessary measures to cover the OHS requirements of ESS2 as also required by national legislation.

Number of Project Workers

Since the Proposed Project consists of a series of subprojects, neither the number of direct workers nor the contracted workers that will be engaged throughout the Project life cycle are known at the time of the preparation of this LMP. However, considering the scale of the activities, and the geographical scope of the Project, the number of project workers who will be in the same place at the same time is not expected to be more than 50. For the activities other than construction activities this number is expected to be much less.

Characteristics of Project Workers

Nearly all of the direct workers will be the staff of OGM who are working as civil servants. According to national legislation, for a person to be a civil servant, s/he must be above age of 18 and citizen of Turkish Republic. The consultants that will be recruited for the Project are expected to be specialists therefore their age will be also above 18 and most of them are expected to be citizen of Turkish Republic. Direct workers will mostly carry out policy development, R&D, capacity development, forestry service and communication activities, and the management of the Project.

¹⁶ The forest villagers will carry out afforestation and similar works within the Project. The forest villagers can be employed directly by OGM or through agricultural cooperatives or contractors. Since, OGM prefers to employ forest villagers through agricultural cooperatives or contractors in IDOP instead of employing them directly, these workers will be contracted workers. Therefore, there will be no community workers in IDOP.

The composition of contracted workers will change according to the type of activity. In construction, installment, and forest fire protection activities most of the workers is expected to be male and above age of 18. In the south-eastern part of the Project area, migrant workers are expected, whom most of them will be the Syrians under temporary protection. In addition, both male and female forest villagers are planned to be employed in forest related activities.

Timing of Labor Requirements

In general, direct workers will be engaged in IDOP from the beginning and will work full-time throughout the Project life cycle, and contracted workers will be recruited on an activity basis. Although the duration of activities will change, the contracted workers are assumed to be employed full-time during the implementation of the respective activity.

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3. ASSESSMENT OF KEY POTENTIAL LABOR RISKS

A detailed explanation of the components, subcomponents, and the activities of IDOP is given in Section 1. Based on this information, the different activities that the Project workers will carry out during construction/decommissioning and operation phases are summarized in Table 1.

Table 1. Summary of the main labor activities during construction/decommissioning and operation phases.

Component	Subcomponent	Main Labor Activities
Component 1: Strengthening institutions and society for wildfire and forest resilience.	Subcomponent 1.1. Strengthening the institutional framework for IFM through "Review and Analysis"	<ul style="list-style-type: none"> • Policy development • Forestry service activities (IFM biodiversity, eco-system planning) • Capacity development (trainings on ICS, fire cause investigation and study tours) • R&D on forestry
	Subcomponent 1.2. Increasing "Readiness" for IFM through technology and capacity building	<ul style="list-style-type: none"> • Software development • Capacity development (trainings on fire management, study tours) • Public relations and communication • Trainings for fire management experts • Trainings for search and rescue teams • Trainings for firefighting volunteers • Construction of forestry schools
Component 2: Investments in climate resilient forests in targeted areas	Subcomponent 2.1. Scaling-up wildfire "Risk Reduction"	<ul style="list-style-type: none"> • Maintenance of forest roads • Construction of bare ground fire breaks • Silvicultural interventions (thinning and pruning of vegetation, afforestation, etc.) • Capacity building and awareness raising for local people about wildfires. • OHS trainings for women forest workers
	Subcomponent 2.2. Strengthening operational systems for "Response"	<ul style="list-style-type: none"> • Installation of unmanned fire watchtowers • Upgrading radio systems • Planning of location of vehicles for wildfire suppression
	Subcomponent 2.3. Resilient "Recovery" of landscapes and livelihoods affected by wildfires	<ul style="list-style-type: none"> • Construction of biomolecular and genetics, tissue culture laboratories • Genetic and tissue culture related research and experimental development • Afforestation • Housing improvement (sheathing, roof cover, floor heating, indoor electricity) • Beekeeping • Installation of solar photovoltaic systems • Installation of barns, greenhouses • Animal husbandry • Cultivation of annual (non-perennial) plant products • Production of home-made products • Silkworm breeding and cocoon production • Construction of packaging facility, cold storage warehouse and milk collection center
Component 3: Project management, monitoring and evaluation.		

The key potential labor risks of IDOP on Occupational Health and Safety (OHS), child labor, forced labor, migrants or seasonal workers, labor influx and gender-based violence are given in the subsequent sections.

Note: In case of the identification of any other labor risks or the change in the contents of the risks described in this LMP during the implementation of IDOP, PIU will update the LMP accordingly.

3.1. OCCUPATIONAL HEALTH AND SAFETY

The Occupational Health and Safety (OHS) risks of the Project are evaluated under two phases which are construction/decommissioning and operation phases. In addition to these OHS risks, there are also risks related to general understanding and implementation of OHS requirements which are (i) lack of adopting behavior according to risk and (ii) resistance to use personnel protective equipment (PPE) although it is readily available.

The principal OHS risks described in the following sections are mainly based on EHSGs.

3.1.1. MAIN OHS RISKS AT CONSTRUCTION/DECOMMISSIONING PHASES

Forestry schools, unmanned watch towers, biomolecular and genetics laboratory, tissue culture laboratories, solar photovoltaic systems, barns, greenhouses, packaging facilities, cold storage warehouses and milk collection centers will be constructed/installed, and some housing improvement works including sheathing, roof cover, floor heating and indoor electricity will be carried out. Some of these construction/installation activities will be carried out as renovation of existing buildings.

Principal physical and chemical OHS risks related to the construction/decommissioning activities of the Project are accidents, injuries and illnesses caused by rotating and moving equipment, noise, vibration, exposed or faulty electrical devices, solid particles and/or liquid chemical sprays, welding, industrial vehicle driving and site traffic, working environment temperature, ergonomic factors, working at heights, illumination, air quality, fire and explosions and corrosive, oxidizing, and reactive chemicals, and in case of renovation of existing buildings asbestos containing materials.

3.1.2. MAIN OHS RISKS AT OPERATION PHASE

Most of the Project activities can be considered as safe where the only OHS risks of the activities are about office works and safe driving of vehicles during site visits. Nevertheless, there are also activities which may pose serious OHS risks such as wildfire firefighting and search and rescue operations. The OHS risks of these activities along with the OHS risks of the other activities of the Project which are laboratory, agriculture and livestock rearing are summarized in the following paragraphs.

Forestry Activities

Training activities for fire management experts and firefighting volunteers, maintenance of forest roads, construction of bare groundfire breaks and silvicultural interventions will be carried out within the Project. Although wildfire firefighting will not be directly financed by the Project, it is considered as a downstream activity and OHS, and labor risks of the trainees are considered within the OHS and labor risks of the Project.

Principal physical and chemical and biological OHS risks related to maintenance of forest roads, construction of bare ground fire breaks and silvicultural interventions are relatively manageable with respect to wildfires. These are accidents, injuries and illnesses caused by cutting equipment, falling trees and cable use for log extraction, machinery, and vehicles, working alone and isolated, noise and vibrations generated by the mechanical forestry equipment, working environment temperature, lightning, ergonomic factors, wildfires, pesticides, and biological agents such as stinging insects, spiders, scorpions, snakes, disease vectors (e.g., mosquitoes, ticks), and wild mammals (e.g., wild pigs).

However, firefighting is a very serious activity and can lead to disability and death. Principal physical, chemical and biological OHS risks related to firefighting are¹⁷ accidents, injuries and illnesses caused by explosions, falling objects, over-exertion, hot surfaces or superheated gases, solid particles and/or liquid chemical sprays, inadequate oxygen in breathing air, presence of carbon monoxide gas and other products of combustion in the breathing air, slipping, tripping and falling on the fire-ground, noise of pumps or other equipment, ergonomic factors and psychological stress.

Search and Rescue Activities

Similar to firefighting activities, the personnel carrying out search and rescue activities face serious OHS risks, and although search and rescue activities will not be directly financed by the Project, it is considered as a downstream activity and OHS, and labor risks of the trainees are considered within the OHS and labor risks of the Project. In addition to OHS risks described in firefighting activity, the principal physical, chemical and biological OHS risks related to search and rescue activities are accidents, injuries and illnesses caused by working on ladders, structures under threat of collapsing and glass, metal or other sharp objects,

Laboratory Works

Tissue culture and biomolecular and genetics laboratories will be constructed within the Project. Both the tissue culture and biomolecular and genetics laboratories will work on biological agents that are unlikely to cause human disease. Therefore, principal chemical OHS risks related to laboratory work are accidents and injuries caused by chemical hazards, air quality, and corrosive, oxidizing, and reactive chemicals.

Agriculture Activities

The beneficiaries that will use matching grants for greenhouses will carry out annual crop production in greenhouses. The principal physical, biological and chemical OHS risks related to greenhouse activities are accidents, injuries and illnesses caused by ergonomic factors, organic dust, venomous animals, pesticides, etc.

Animal Husbandry

The beneficiaries that will use matching grants for animal husbandry will carry out livestock rearing activities. The principal physical, biological and chemical OHS risks related to animal husbandry activities are accidents, injuries and illnesses caused by disinfecting agents, pesticides, air quality and disease-agents such as bacteria, fungi, mites, and viruses, etc.

¹⁷ Firefighter. International Hazard Datasheets on Occupation. www.ilo.org/wcmsp5/groups/public/---ed_protect/---protrav/---safework/documents/publication/wcms_193142.pdf.

3.2. OTHER KEY POTENTIAL LABOR RISKS

Working Hours

Due to the nature of the activities carried out under firefighting and search and rescue, during the operation firefighting and search and rescue workers may exceed the weekly limit set by the Labor Law.

In addition, excessive overtime working hours is a potential labor risk in the construction sector in Türkiye. There is a potential risk that due to project limited time period and seasonal restrictions of construction works, contracted workers may perform overtime time hours above the weekly limit set by the Labor Law.

Child Labor

Risks related to child labor is not expected within the Project, since child labor is mainly an issue related with agricultural seasonal workers who travel together with their families including their children, and the agricultural activities within the Project will be at small-scale that will not attract agricultural seasonal workers.

Forced Labor

The risk of forced labor is not expected.

Migrant Workers / Seasonal Workers

The scale of the livelihood activities under Subcomponent 2.3 eliminates the risk for seasonal workers but migrant workers can be employed for construction works.

Migrant/seasonal workers are not expected to work in forest improvement and maintenance related activities, since the Forestry Law prioritizes contracting of forest villagers working in the area of activities or those living in nearby forest villages, taking into account their distance to the place of activity and their work force.

Labor Influx

Considering the scale of the activities and the geographical scope of the Project, no risk regarding the labor influx is expected. In addition, most of the workers will be locally recruited.

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

Since labor influx is not expected, the risk for SEA/SH is low.

COVID-19

At the time of the preparation of this LMP, COVID-19, which is an acute global emergency since 2020, appears to be in transition, but the risks of emergence of new variants and future surges remain still. Especially, the vulnerable individuals are still at risk of severe disease.¹⁸

¹⁸ <https://www.who.int/emergencies/diseases/novel-coronavirus-2019/covid-19-policy-briefs>

4. BRIEF OVERVIEW OF LABOR LEGISLATION: TERMS AND CONDITIONS

The national law governing the terms and conditions of labor is Labor Law No. 4857 which aims to regulate the rights and responsibilities of employers and workers employed on the basis of an employment contract regarding working conditions and working environment. Therefore, in this section the key aspects of Law No. 4857 with regards to terms and conditions of work, and how Law No. 4857 applies to different categories of workers identified in Section 2 will be reviewed.

However, as it is stated in Article 4 of Law No. 4857, this Law does not cover “agricultural and forestry works that are carried out with less than 50 workers (including 50)”¹⁹. Therefore, as stated in Section 9, to comply with the requirements of ESS2, necessary arrangements will be made—within the scope of the Project—to make these workers to fully benefit from the rights that are given by the provisions of Law No. 4857.

In addition, the provisions of the “Regulation on Working Principles of Worker Working in Wildfire Firefighting Services (October 12, 2019 / 30916)” which defines the procedures and principles applied to the working hours of the workers working in wildfire prevention and suppression works will also be reviewed in the following sections.

Regarding search and rescue team of OGM (ORKUT), although there is a regulation on the provincial disaster and emergency search and rescue teams (“Regulation on the Establishment, Duties, Working Procedures and Principles of Disaster and Emergency Search and Rescue Directorates and Provincial Disaster and Emergency Search and Rescue Teams (July 13, 2021 / 31540”)), this regulation does not cover ORKUT. So, there is no regulation which defines the terms and conditions of their activities.

4.1. TYPE OF EMPLOYMENT CONTRACTS

The main categories of employment contracts in Labor Law No. 4857 are:

- Definite (fixed term) and indefinite (open-ended) employment contracts,

¹⁹ The activities that are considered as agricultural and forestry works are defined in the Regulation on the Works that are Counted as Industrial, Commercial, Agricultural and Forestry Works (September 3, 2008 / 26986). According to the definition given in part C of the annex of this regulation:

- Forestry works are the works related to protection, planning (management), cultivation, operation, limitation of forests, studies, firefighting works and their infrastructure works and survey projects, afforestation, erosion control, rehabilitation, forest pasture improvement, grafting, seed and tree breeding, seed collection, sapling production, seed planting, forestry research studies and hunting wildlife studies, establishment, maintenance, development and protection of national parks, forest recreation areas and urban forests.
- Agricultural works are the works related to (i) all kinds of fruiting and non-fruiting plants; tea, cotton, tobacco, fibrous plants; citrus; rice, legumes; tree, shrub, vine, seed, seedling, sapling; vegetables and field products; cultivation, production, improvement, research of forage and ornamental plants, all kinds of earthworks related to them, sowing, planting, grafting, pruning, irrigation, fertilization, harvesting, threshing, spolia, cleaning, preparation and separation, fight against diseases and pests, operation of agricultural irrigation systems with joint payment method by irrigation unions and works such as soil improvement, meadow, pasture, soil and water protection, etc.; (ii) rearing, production, breeding of all kinds of work and livelihood animals and their related care, herding, upbringing, shearing, milking and obtaining, collecting, storing their products and fighting against diseases and parasites of these animals.

- Full-time and part-time employment contracts,
- Continuous and transitory employment contracts,
- Seasonal employment contracts (definite - indefinite),
- Employment contracts based on on-call work,
- Employment contracts with or without trial periods,
- Team employment contracts.

According to Article 10 of Labor Law No. 4857, employment which lasts only up to 30 days is transitory; and employment which requires a longer period is continual. If employment is transitory, provisions of the Obligations Act apply on certain matters as defined by the Labor Law.

Article 5 of Labor Law No. 4857 embraces the principle that all employees should be treated equally. Accordingly, employers cannot treat temporary and agency workers or part-time workers differently from the permanent employees unless justifiable grounds exist for the different treatment.

4.2.WAGES AND DEDUCTIONS

Article 32 of Labor Law No. 4857 defines “wage” in general terms, as the amount of money to be paid in cash by an employer or by a third party to a person in return for work performed by him. Without discrimination, each employee has a right to demand remuneration for the work they conduct. The salary of an employee cannot be lower than the minimum wage amount which is determined by the state. There is a national minimum wage that applies to all employees in Türkiye. Under Article 39 of Labor Law, minimum limits of wages are determined by the related commission of the Ministry of Labor and Social Security once every two years, at the latest.

Pursuant to Article 34 of Labor Law No. 4857 Any worker whose wage is not paid within twenty days as of the date of wage payment except for a force major may abstain from fulfilling his/her working liability. For this reason, even if the non-fulfilment of working liabilities for this reason based on personal decisions of workers gains a collective character numerically, this shall not be considered as a strike. The highest interest rate applied for deposits shall be applied for wages not paid on the due date. The labor contracts of such workers shall not be terminated, new workers shall not be admitted in their places and their works shall not be assigned to other persons for not working due to this reason.

Pursuant to Article 38 of Labor Law No. 4857, the employer shall not exercise wage deduction penalty for the worker for reasons other than those specified in the collective contract or labor contract. The deductions to be made from worker’s wages as penalties should be immediately informed to the worker along with reasons thereof. Such deductions from worker wages shall not exceed two daily wages in a month or two days’ earning of the worker in wages paid per piece or per the amount of work performed. Such deductions shall be deposited with the account of the Ministry of Labor and Social Security within one month as of the deduction for utilization for the training and social services of the workers, in one of the banks established in Türkiye and entitled to accept deposits, to be nominated by the Ministry. Every employer shall be obliged to keep a separate account of such deductions at the business.

4.3. WORKING HOURS

According to Turkish Labor Law, the working period shall be maximum 45-hours a week. Unless otherwise agreed, such period shall be applied by equally assigning it to working days of the week.

According to Article 63 of Law No. 4857, the normal weekly working period may be differently assigned to working days of the week, on the condition that it does not exceed 11 hours a day, upon agreement of the parties. In this case, the average weekly working period of the worker shall not exceed the normal weekly working period within a period of two months. The compensation period may be increased by up to four months through collective labor contracts.

According to Article 67 of Law No. 4857, workers shall be informed of the starting and ending times of daily working periods as well as of break times. Starting and ending times of the working period may be arranged differently for workers, according to the nature of the work.

In line with the principles stated in Law No. 4857, the Article 5 of the Regulation on Working Principles of Worker Working in Wildfire Firefighting states that during the working period in which the regulation is valid—which is between 1 May and 30 November—the total time worked cannot exceed the period's total workable hour, which is found by multiplying the number of weeks of period and the 45-hour weekly working hour accepted in the Law No. 4857. Due to the nature of the work if the worker works more than 45 hours in a week (or in consequent weeks), then the total working time is compensated for shorter working hours in the subsequent weeks. However, as stated in Article 6, the daily working hours cannot exceed 11 hours in accordance with Law No. 4857. The time spent outside of working hours in the social facilities and lodgings in the forest fire team building and fire watchtowers during the fire season by the workers assigned to prevent and suppress forest fires is not counted as working time.

4.4. REST BREAKS

The employees are allowed to take a rest for a minimum of twenty-four hours (weekly rest day) without interruption within a 7-day time period, provided they have worked up to 45 hours on the days preceding the weekly rest day. By law, employers do not have the right to deduct this weekly rest from the employees' salaries. Additionally, Article 68 of the Law No. 4857 states that employees are entitled to a rest break, the duration of which varies depending on the working hours. Each employee is entitled to 15 minutes of break for jobs lasting up to four hours; 30 minutes of break for jobs lasting up to 7.5 hours, and one hour of break for jobs lasting more than 7.5 hours.

Such breaks shall be the minimum levels and applied uninterruptedly. However, such periods may be applied intermittently by reaching an agreement, considering the climatic and seasonal conditions and local traditions as well as the nature of the work. Breaks may be used by workers at the same time or at different times at a workplace. Breaks shall not be reckoned within working period.

The rest breaks of the workers working in wildfire firefighting are also organized according to Article 68 of Law No. 4857. Article 7 of the Regulation on Working Principles of Worker Working in Wildfire Firefighting states that the rest breaks of the workers assigned to prevent and

suppress forest fires are given at the forest fire team buildings and fire watchtowers, and at the fire scene during firefighting. In addition, Article 8 of the Regulation states that workers cannot be employed without rest for at least 12 consecutive hours in a 24-hour period. However, if a fire notice is received during the rest period, the workers have to go to the fire scene to intervene in the fire. Limited to cases where urgent and compulsory intervention is required to prevent loss of life and property during wildfires, a reasonable rest period may be given to workers working in forest fire prevention and extinguishing works in accordance with the first paragraph of Article 42 of the Law No. 4857.

The provisions of Law No. 4857 on weekly rest day are also applicable to workers working in wildfire firefighting.

4.5. LEAVES

According to Article 53 of Labor Law, employees are entitled to get annual paid leave as soon as they complete a minimum of one-year service at the workplace, beginning from the date they start working including the probationary period. Annual paid leave periods of employees are as follows, depending on their length of service:

- 1 to 5 years (included) - 14 working days,
- 5 to 15 years - 20 working days, and
- 15 years (included) or longer - 26 working days.

The annual paid leave period may not be less than 20 days for employees over the age of 50. Provisions of the Law regarding annual paid leave do not apply to seasonal workers or workers employed in jobs lasting less than one year by their nature.

According to Article 55 of the Labor Law, national festivals, week holidays and general holidays coinciding with the leave period shall not be counted in the leave period in calculating the days of annual paid leave.

According to Article 74 of the Labor Law, female workers cannot be required to work for a total of sixteen weeks, including eight weeks before maternity and eight weeks after maternity. In case of multiple pregnancy, an extra two-week period will be added to the eight-week compulsory pre-maternity leave of female workers. However, a female worker who is in good health condition, as certified by a doctor's report, can work at the workplace until three weeks before maternity. In this case, the pre-maternity leave period not used will be added to the post-maternity leave period.

If the female worker prefers so, an unpaid leave of up to six months will be granted to the female worker, from the end of the sixteen-week leave period, or eighteen weeks in case of multiple pregnancy. This period shall not be accounted for in determining the one-year service period for entitlement to annual paid leave.

Female workers will be granted a total breastfeeding break of one and a half hour a day to feed their children younger than one year. The worker decides herself at what times and in how many times she will use this break. The length of breastfeeding break shall be recognized as a part of daily working period.

4.6. OVERTIME WORK

As per Article 41 of the Law No. 4857, working hours in excess forty-five hours a week are defined as overtime work, within the framework of conditions stipulated in the Law. An employer may request employees to work overtime. The employee's consent shall be required for overtime work. Total overtime work shall not be more than two hundred seventy hours in a year.

Wages for each hour of overtime shall be remunerated at 25 percent higher than the hourly rate of normal wage.

Pregnant women and breastfeeding mother cannot be required to work overtime.

In line with Law No. 4857, Article 10 of the Regulation on Working Principles of Worker Working in Wildfire Firefighting accepts overtime work as the work exceeding 45 hours per week. However, even if the weekly working hour of the worker exceeds 45 hours in some weeks, if these weeks are compensated in latter weeks so that the average weekly working time does not exceed 45 hours during the working period of the worker, these works are not considered overtime. In any case, the total of overtime work to be done in a year cannot exceed 270 hours.

4.7. LABOR DISPUTES

Pursuant to the Labor Law, employers can terminate employment contracts by two ways: (I) showing a valid reason (Articles 18-19) or (ii) breaking the contract for a just cause (Article 25). Employees who have completed 6 months of employment in a workplace that has at least 30 workers, can benefit from certain protections under the Labor Code, from the termination of his/her contract. For the termination of an employment contract to be valid, written notice must be given to the employee and legal notice periods must be respected. However, in certain cases, employers can terminate the employment relationship based on a just cause (for reasons of health, for immoral, dishonorable, or malicious conduct or other similar behavior, force majeure).

In these cases, the employer is not obliged to comply with the legal notice periods and can terminate it immediately.

Türkiye's labor legislation includes provisions enabling the employees to resolve disputes between the employer and employee about the terms and conditions of the employment contract or other aspects of employment. Such disputes are required to be resolved in accordance with Law no. 6325 on Mediation in Legal Disputes and Article 20 of Labor Law No. 4857.

The employee who alleges that no reason was given for the termination of his employment contract or who considers that the reasons shown were not valid to justify the termination shall be entitled to apply to a mediator with a request for re-engagement in work, in accordance with the provisions of Law on Labor Courts, within one month of receiving the notice of termination.

In case the mediation activity did not lead to an agreement the employee can file a suit at the labor court within two weeks from the date when the final minutes are prepared. If the parties reach an agreement, the dispute may also be brought to a special arbitrator, instead of a labor court, during the same period. If a suit is procedurally declined since the suit has been filed without resorting to a mediator first, the judgment of rejection shall be notified to the parties ex

officio. After the notification of the final judgment of rejection ex officio, an application can be filed to the mediator within two weeks. The burden of proving that the termination was based on a valid reason shall rest on the employer. However, the burden of proof shall be on the employee if he claims that the termination was based on a reason different from the one presented by the employer.

If the court or the arbitrator concludes that the termination is unjustified because no valid reason has been given or the alleged reason is invalid, the employer must re-engage the employee in work within one month. If, upon the application of the employee, the employer does not re-engage him in work, compensation to be not less than the employee's four months' wages and not more than his eight months' wages shall be paid to him by the employer. In its verdict ruling the termination invalid, the court or private arbitrator shall also designate the amount of compensation to be paid to the employee in case he is not re-engaged in work. The employee shall be paid up to four months' total of his wages and other entitlements for the time he is not re-engaged in work until the finalization of the court's verdict. The court or private arbitrator shall determine the monetary value for the compensation provided in the second paragraph and the wages and other benefits provided in the third paragraph, by taking as a basis the wage as of the date of suit. For re-engagement in work, the employee must make an application to the employer within ten working days of the date on which the finalized court verdict or private arbitrator's decision is communicated to him. If the employee does not apply within the determined time, termination shall be deemed valid, in which case the employer shall be held liable only for the legal consequences of that termination.

5. BRIEF OVERVIEW OF LABOR LEGISLATION: OCCUPATIONAL HEALTH AND SAFETY

Occupational Health and Safety Law No. 6331 includes provisions about Occupational Health and Safety (OHS) and applies to all direct and contracted workers, including foreign workers.

The overview below provides key aspects of legislation which are related to the requirements set out in ESS2, paragraphs 24 to 30.

- Anyone in the project has the right to stop activity until unsafe act/condition is properly resolved.
- All potential hazards to project workers' health and life will be identified for construction activity (Risk Assessment to be prepared and shared with workers).
- Any party who employs workers will develop and implement procedures to establish and maintain a safe working environment, including that workplaces, machinery, equipment, and processes under their control are safe and without risk to health. This will include the use of appropriate measures related to chemical, physical and biological substances and agents.
- Whenever avoidance of health and safety hazards is not possible, appropriate protective measures will be provided. These measures include controlling the hazard at source using protective solutions and providing adequate personal protective equipment (PPE) at no cost to the project/sub-projects worker.
- Any party who employs workers for the project, i.e., the employer, will assign occupational health and safety specialist(s) at construction sites. The employer is obliged to assign OHS specialists, according to the workplace's hazard class, according to legislative requirement. Besides legislative required OHS specialist, each construction site will be appointed the dedicated OHS specialist(s) (at least Class B).
- Project workers will receive OHS training at the beginning of their employment, as induction, and on a regular basis thereafter, to cover legislative requirements. Training will cover the relevant aspects of OHS associated with daily work, including the ability to stop work without imminent danger and respond to emergency situations. Training records will be kept on file. These records will include a description of the training, the number of hours of training provided, training attendance records, and results of evaluations.

According to Article 4 of OHS Law, the employer shall ensure the safety and health of workers in every aspect related to the work. The employer takes measures necessary for the safety and health protection of workers, including prevention of occupational risks and provision of information and training, as well as provision of the necessary organization and means and to ensure that the measures are adjusted taking account of changing circumstances and aim to improve existing situations. The obligations of employees regarding OHS shall not relieve the employer from his liabilities.

Pursuant to Articles 4, 5, 6, 7 and 8 of the same Law, the Employer must

- conduct or outsource risk assessments,
- take necessary measures to ensure that employees other than those who are given OHS information and instructions are not allowed to enter the places where there is life and special danger,

- provide occupational health and safety services including activities concerning protection from and prevention of occupational risks, and
- supply a workplace physician and occupational safety specialists.

In accordance with Article 11 of OHS Law, the employer shall assess the foreseeable emergency situations which could arise and identify those that might possibly and potentially affect workers and work environment considering the work environment, substances used, equipment and environmental conditions present in the workplace and take measures to prevent and limit adverse effects of emergency. The employer shall conduct measurement and assessments to afford protection, and to prepare emergency plans.

According to Article 12 of the same Law, the employer shall act and give instructions to enable workers to stop work and/or to immediately leave the workplace and proceed to a place of safety.

Pursuant to Article 14 of OHS Law, the employer will provide medical checks and health surveillance to workers. Workers to be employed in enterprises classified as hazardous and very hazardous shall receive a medical report before employment. The employer will cover all expenses related to the surveillance. Furthermore, the employer will develop and implement a reporting system for any accidents, diseases and incidents. Every accident will be reported to the employer, investigated and relevant measures will be designed to avoid accidents in the future. Also, remedies for adverse impacts such as occupational injuries, disabilities and diseases will be provided.

According to Article 16 of the same Law, the employer shall inform the workers and workers' representatives about the safety and health risks and protective and preventive measures, their legal rights and responsibilities, workers designated to handle first aid, extra-ordinary situations, disasters, firefighting and the evacuation.

The employer shall ensure that each worker receives safety and health training. This training shall be provided on recruitment, in the event of a transfer or a change of job, in the event of a change in risks and repeated periodically if necessary.

Regulation on Occupational Health and Safety at Construction Sites, Attachment 4, Articles 53-67 provide that project workers will be provided with facilities appropriate to the circumstances of their work, including access to canteens, hygiene facilities, and appropriate areas for rest.

The OHS Law No. 6331 defines basic requirements and general principles of occupational safety for jobs that are hazardous, very hazardous, and less hazardous. The list of such jobs is provided in a communiqué. According to the mentioned list, the construction works for residential and non-residential buildings is considered very hazardous.

The law imposes a general obligation on employers to provide employees with a safe and healthy working environment and to inform workers of the potential risks their jobs may present to their health and safety. Measures that must be taken include, but are not limited to, training and information campaigns as well as adoption of relevant preventive measures. The law includes requirements for organizing and managing health and safety programs, providing emergency care and services, and responding to accidents. Other requirements include controlling access to hazardous workplaces, providing personal protective equipment at no charge to workers, and medical examinations.

Furthermore, the Law includes provisions that allow employees to take part in consultation processes regarding OHS issues, provide recommendations and raise concerns related to risks and hazards. However, there is no specific requirement concerning a complaints mechanism allowing employees to report their complaints to the employer. This could be assessed as a gap between Turkish legislation and ESS2.

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6. RESPONSIBLE STAFF

As explained in Section 1.1, a PIU will be established under the Department of Forest Management and Planning and will be responsible for the coordination and the execution of the activities of the Proposed Project. One OHS specialist will be recruited to work in the PIU, at the beginning of the Proposed Project to coordinate, manage, implement, monitor and report the issues related to this LMP in coordination with the social specialist of the PIU and will remain in her/his position until the Project life cycle. In addition, OHS specialist of the construction contractor will adopt and implement this LMP.

The Responsibilities of PIU

- Monitor whether the contractors/subcontractors fulfill their obligations towards contracted workers, as specified in the LMP, ESMP and bidding document; and make sure that they are compliant with ESS2 and national labor and OHS laws,
- Monitor the training of project workers on OHS and other required trainings,
- Make sure that the WGM for project workers is effectively established and operated and that all workers are informed about it,
- Monitor and report about the WGM,
- Monitor the fulfillment of OHS standards at all workplaces (including contractors/sub-contractors) in line with the national occupational health safety legislation, ESS2 requirements, OHS Plan and the national guidelines for prevention of COVID-19,
- Ensure that before any works start at the construction site, the Contractor has adopted the LMP of IDOP and the Contractor's ESMP/ESMP Checklist, monitor the implementation of LMPs.
- Ensure that the Contractor maintains records for the recruitment and employment processes of direct workers,
- Monitor the potential risks of child labor, forced labor and serious safety issues in relation to primary supply workers,
- Inform police forces and WB of any violent accidents, accidents involving death and mass accidents,
- Create and implement a procedure to document specific incidents relating to the project, such as occupational injuries, illnesses and lost time accidents; keep such records and require all third parties and primary suppliers to keep these records. Such records will provide input for regular review of OHS performance and working conditions,
- Monitor the implementation of Workers' Code of Conduct,
- Monitor the LMP related activities under the relevant sub-components,
- Prepare reports on LMP related activities under the relevant sub-components and deliver such reports to WB.

The Responsibilities of the Construction Contractor

Construction contractors will be responsible for adopting and implementing this LMP and preparing and implementing subproject OHS Plans. They will be responsible for contracting and managing their labor force with respect to the terms and conditions in the LMP. They will be responsible for the following in addition to the legislative requirements:

- Employ or appoint qualified OHS experts to implement the LMP, OHS plans and manage the performance of subcontractors,

- Adopt the LMP applicable to contracted and subcontracted workers. These procedures and plans will be submitted to PIU before contractors mobilize for pre-construction stage, for review and approval,
- Supervise the compliance of subcontractors with the LMP,
- Maintain records of the recruitment and employment processes of contracted workers,
- Monitor the employment process of subcontracted workers and make sure that it is executed in compliance with this labor management procedure and national labor legislation,
- Clearly declare the terms of reference and working conditions to the contracted workers,
- Establish and implement the WGM available for workers, and address the complaints received from contracted and sub-contracted workers,
- Have system in place to regularly review and report the labor and OHS performance to PIU,
- Provide OHS and regular on-the-job training to workers,
- Make sure that the workers of all contractors and subcontractors understand and sign the Codes of Conduct before they start job,
- Create and implement a procedure to document specific incidents such as occupational injuries, illnesses and lost time accidents relating to the project; keep such records and require all third persons and primary suppliers to maintain these records. Such records will provide input for regular review of OHS performance and working conditions,
- Inform police forces and the PIU of any violent accidents, accidents involving death and mass accidents.

7. POLICIES AND PROCEDURES

Contracts with contractors will contain provisions on the obligation to comply with the national labor and OHS legislation, this LMP, ESSs and EHSs. After contractors are hired for construction projects, contractors will adopt this LMP for their activities. This will be reviewed and cleared by OGM in advance of the start date of the civil works. The Contractor's LMP will include the Code of Conduct included in Appendix 1 of this LMP. The Contractor is responsible for raising awareness on and training all workers on the principles in the procedures and the CoC and the Workers' Grievance Mechanism (WGM). All contracted workers will have access to the WGM which will be adapted for all project workers, as mentioned in Section 10. In case the contractors engage subcontractors, contractors shall be under obligation to build in such a provision in the subcontracts.

The labor force to be used in the Project can be employed full-time, part-time, temporary, and on seasonal basis. They can be Turkish citizens or refugees, who will receive a wage subsidy financed by the RIUs or contractors. All contracted workers' rights will be protected by employment contracts in accordance with the Labor Law (No. 4857) and contractors and subcontractors will make sure that all workers are registered in the Social Security Institution.

7.1. GENERAL PROJECT POLICIES FOR LABOR

Non-Discrimination and Equal Opportunity

As specified in the Labor Law (No. 4857), employment of project workers will be based on the principles of non-discrimination and equal opportunity. There will be no discrimination with respect to any aspects of the employment relationship, including recruitment, compensation, working conditions and terms of employment, access to training, promotion, or termination of employment. Engagement of all workers will be based on the principles of non-discrimination and equal opportunity.

Forced Labor

According to Article 18 of the Constitution of the Republic of Türkiye, "No one shall be forced to work. Forced labor is prohibited", and forced labor is not an anticipated risk in Turkish employment sector. In addition, awareness of workers on this issue will be raised through training to be provided and the WGM to be established.

7.2. OHS POLICIES

The overview of requirements of ESS2 and the national legislation is presented in Section 5. With the ratification of international OHS legislations and the adoption of these legislations into national legislation system, OHS legislation of Türkiye fully meets the requirements of ESS2. However, field audits and the embracement of OHS measures by the workers are not at the required level. Therefore, OGM will undertake field audits frequently to observe the implementation of OHS measures at sites and ensure that they are in line with the national OHS legislation. In addition, all the contracts of OGM with the Contractors and the Subcontractors will have the provision which clearly states that *continuous violation*²⁰ of OHS measures will lead to

²⁰ The terms for *continuous violation* will be defined at activity basis by the PIU according to the risk level of the works to be carried out and will get no objection from WB.

cancellation of contract (See Section 11). The Contractors/Subcontractors will also add this provision to their employment contracts with their workers stating that *continuous violation* of OHS measures will lead to cancellation of employment contract.

The Contractors/Subcontractors will also take into account the General Environmental Health and Safety Guidelines (EHSGs) and, as appropriate, the industry specific EHSGs and other Good International Industry Practices (GIIPs)²¹.

COVID-19

The Contractors/Subcontractors will follow the national measures for COVID-19 or any other pandemic or epidemic which are effective at the time of the ongoing activity.

7.3. SEXUAL EXPLOITATION AND ABUSE, SEXUAL HARASSMENT AND GENDER-BASED VIOLENCE

Sexual Exploitation and Abuse / Sexual Harassment (SEA/SH), and Gender-Based Violence (GBV) is prohibited with national legislation and there are legal sanctions. Although the risk for SEA/SH and GBV is low for the Project activities, during all Project phases the Contractors/Subcontractors and the workers will be required to follow the Code of Conduct (CoC) which is presented in Annex 1 and to adhere the principles below:

- Principle 1: Foster a culture of respect and high standards of ethical behavior across institutions.
- Principle 2: Establish and maintain standards aimed at preventing SEA/SH, GBV and other forms of misconduct.
- Principle 3: Provide a safe and trusted environment for those affected by SEA/SH and GBV to step forward to report incidents and concerns, with the assurance that they will be treated respectfully and consistently.
- Principle 4: Provide protection for those affected, as well as whistle-blowers and/or witnesses within their institutions, and to take appropriate measures against any form of retaliation.
- Principle 5: Maintain robust policy frameworks and clear institutional mechanisms that address how incidents and allegations will be handled should they arise.
- Principle 6: Provide effective training programs so all staff understand the requirements and standards of behavior expected of them as international civil servants.
- Principle 7: Support clients to develop and implement policies and mechanisms that address SEA/SH and GBV.

Whenever necessary, trainings will be given to all Contractors/Subcontractors and Project workers to support them in adapting and applying the CoC and the principles stated above.

The CoC should be signed by each worker to indicate that they have:

- received a copy of the CoC as part of their contract,

²¹ Section 2 of the General Environmental Health and Safety Guidelines (EHSGs) on Occupational Health and Safety applies to all projects and can be found at <http://www.ifc.org/ehsguidelines>. Each of the industry-specific guidelines addresses the OHS issues relevant to the particular industry. Links to each of these guidelines can be found at <http://www.ifc.org/ehsguidelines>.

- had the CoC explained to them as part of induction process,
- acknowledged that adherence to this CoC is a mandatory condition of employment, and
- understood that violations of the CoC can result in serious consequences, up to and including dismissal, or referral to legal authorities.

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

7.4.REPORTING AND MONITORING

According to Article 14 "Registration and notification of work accidents and occupational diseases" of Law no. 6331, the employer reports the occupational accidents to the Social Security Institution within three workdays after the accident, and the occupational diseases reported to her/him by the health service providers or the workplace doctor, within three workdays from the date of learning. However, within the scope of the Project, the contractor will inform the relevant PIU immediately after OHS related incidents and the PIU will inform the World Bank about the incident 48 hours after the occurrence.

The construction contractor will also include a summary of accidents and diseases in its regular reports throughout the Project.

In cases when significant adverse effects happened or likely to happen on the environment, affected communities, and public which might include strikes or other labor protests, project-caused injuries to community members or property damage, the construction contractor will inform the relevant PIU immediately and the PIU will inform the World Bank about the incident in 48 hours after the incident.

PIU will also send an incident investigation report together with the corrective action plan in 30 business days to the World Bank.

8. AGE OF EMPLOYMENT

All workers who will be engaged in the Project will be formally employed and registered with the Social Security Institution. Contractors will be required to verify and identify the age of all workers. This will require workers to provide official documentation, with a national identification card. All workers will be required to show a birth certificate, national identification card.

The minimum age for employment for the Project will be eighteen except for the Project activities under Subcomponent 2.3. which are *Animal production support, Plant production support, Micro-credit for women living in forest villages* and *Silkworm breeding*. In line with the ESS2, and the Regulation on Working Procedures and Principles of Child and Youth Workers (April 6, 2004/25425)²², provided that the works will not hinder the attendance of the child/youth to school and their success at school:

- Light works that child labor²³ can be employed within the Project,
 - Fruit, vegetable, flower picking works, excluding those that require working in a way that may pose a risk of falling and injury,
 - Auxiliary works in silkworm breeding,
- Activities Where Young Workers²⁴ Can Be Employed within the Project,
 - Fruit and vegetable canning, production of vinegar, pickles, tomato paste, jam, marmalade, fruit and vegetable juices,
 - Fruit and vegetable drying and processing works,
 - Production of halva, slurping, waxing, molasses
 - Auxiliary works in sheep breeding,
 - Flower growing works, excluding spraying and fertilizing,

If there is a grant beneficiary (no contractor, subcontractor or primary supplier will employ any person under the age of 18), employing a person under 18, s/he will declare it to staff of the OGM who is responsible from the distribution of grants, and the staff will inform the social specialist and the OHS specialist of the PIU. Social specialist and the OHS specialist will carry out regular informed and uninformed site visits to evaluate the conditions that the person under 18 is working.

Any violation of the Regulation on Working Procedures and Principles of Child and Youth Workers or the rules stated in this Section will lead to the cancellation of grants/contracts, which will be noted in the relevant sections of the grants/contracts.

²² Date of access: March 20, 2023.

²³ A person who has completed the age of 14, has not completed the age of 15 and has completed primary education.

²⁴ A person who has completed the age of 15 but has not completed the age of 18.

9. TERMS AND CONDITIONS

The direct and contracted workers will be subject to the provisions of Labor Law No. 4857. Accordingly, wages, working hours, maximum working hours, annual leaves and all other rights and benefits of Law No. 4857 will apply. Other issues that the employers should pay attention are:

- Recruitment procedures will be transparent, public and nondiscriminatory with respect to ethnicity, religion, sexual orientation, disability, gender, and other grounds included in Law No. 4857.
- Application procedure, which will be applied during the recruitment process, will be developed before the beginning of the recruitment.
- Clear job descriptions will be provided in advance of recruitment and will explain the skills required for each post.
- All workers (whether they are hired for a month or less) will have written contracts describing terms and conditions of work and will have the contents explained to them. All workers will sign the employment contract—including the Code of Conduct (CoC) (see Section 7.3)—before starting the job. In addition to written documentation, an oral explanation of conditions and terms of employment will be provided to workers who may have difficulties with understanding the documentation.
- Terms and conditions of employment will be available at work sites.
- Unskilled labor will be preferentially recruited from the affected communities, and nearby settlements.
- Employees will be informed at least one month before the termination of their employment contract.
- The contracted workers will not pay any hiring fees. If any hiring fees are to be incurred, these will be paid by the contractors or subcontractors.
- All migrant workers will have the same working conditions and terms of employment (i.e., remuneration, overtime, hours of work, weekly rest, holidays with pay, safety, health, termination of the employment relationship, and any other relevant conditions of work) of non-migrant project workers performing the same type of work.

It is planned to employ forest villagers within the scope of forestry works to be carried out by OGM. According to the Turkish legislation, if contracted individually or under village associations, such labor force cannot register in Social Security Institution (SSI). Such employment of the villagers with public institutions (OGM) is considered as an exception according to the General Letter of the Social Insurance Institution dated 06.09.2016 No. E.4858430. This type of contract is called “piece-rate pay” contract and this contract type does not include any social security context. Thereby, under IDOP implementation, forest villagers will be employed through contractor/subcontractor firms in order to ensure coverage of social security of all work force. PIU will prepare and manage the contracts for all types of work. Contractor firms will fully comply with the national labor legislation in payment of wages.

In addition, in case any workers will be employed to work in agricultural works defined in Section 4, regardless of the number of workers in the facility and the duration of work, the provisions of Labor Law No. 4857 will be applied to the worker as well as the other requirements set in this LMP.

10. WORKERS' GRIEVANCE MECHANISM

ESS2 requires the establishment of Workers' Grievance Mechanism (WGM) for the Project workers in addition to the Project's Grievance Mechanism (GM) for its stakeholders. Project workers will use the WGM to convey their concerns and suggestions about working conditions and workplaces.

In IDOP, WGM will be established by PIU and construction contractors, and they will ensure that both their own workers and the workers of their subcontractors are aware and can utilize the established WGMs. WGM established by PIU can be utilized by all Project workers including the workers of construction contractors and subcontractors in case they cannot use their own WGM for any reason including retaliation.

All Project workers will be informed about these WGMs at the time of their recruitment, and their employment contracts will involve detailed information of these WGMs including the ways they can convey their grievances and how these grievances will be recorded, handled and monitored. The following principles on which the contractors will base their WGM will also be written in the relevant section of employment contract:

- *Awareness.* WGM will be introduced to the workers at the workplace, through on-the-job training and other communication tools and participation methods. This introduction will explain the procedure, including the steps to be followed to convey complaints and requests, the channels of reception to be used, etc.
- *Accessibility.* The WGM will be established such that it can be accessed by workers easily.
- *Anonymity.* Workers will be allowed to submit their requests anonymously and these anonymous grievances will be treated equally with other complaints such as those of known origin.
- *Traceability.* The applications received from different channels of reception will be subject to a standard grievance mechanism operation procedure to be developed by the PIU.
- *Confidentiality.* The identities of complainants (if they do not prefer to be anonymous) will not be disclosed without obtaining their consent and their communication details will not be shared with third persons.
- *Archiving.* All complaints sent from application channels (written, verbal, etc.) will be recorded together with their supporting documents and will not be used for purposes other than the project implementation purposes, nor shall they be shared with third persons.

The WGM will allow the workers to convey their complaints through various channels including web page, suggestion/complaint boxes, etc.

The OHS and social specialists of the PIU will be responsible for the overall supervision of the Project WGM, including the recording of complaints, referral to related units for resolution, ensuring that decisions are made in a timely manner and monitoring quality. The suggestion/complaint boxes at workplaces will be opened on a weekly basis and shared with the PIU. The PIU will maintain a master list of all complaints.

For any complaint that has been forwarded or directly submitted, the PIU will inform the complainant, within 2 days, that the complaint has been received. The PIU will conduct an investigation within two weeks and try to resolve the complaint.

Contractors will keep the written copies and a written list of complaints submitted to them. Contractors will submit their lists to the PIU once a month, within the framework of standard reporting. Contractors are required to investigate and resolve the complaints referred to them within one week. They can refer the complaints they fail to resolve to the PIU.

Sexual Exploitation and Abuse / Sexual Harassment

Project WGM will have a dedicated section for grievances related to Sexual Exploitation and Abuse/Sexual Harassment (SEA/SH) in case a worker prefers to raise this grievance through WGM which will be directly conveyed to the social specialist of PIU.

The social specialist will ensure that the case is dealt with through a survivor-centric approach respecting confidentiality and anonymity of the person and survivors are referred to service providers. Opinions of experts and consultants can be obtained in the solution of these problems in accordance with the laws and Bank standards. A standalone SEA/SH Action Plan will be prepared for the project and will include more detailed procedures on SEA/SH grievance management.

The protocols and procedures should be based on the following principles:

- All complaints received will be filed and kept confidential. For statistical purposes, cases will be anonymized and bundled to avoid identification of persons involved.
- Criminal cases will be referred to the public prosecutor.

Handling grievances that are sensitive will be treated in full confidentiality. The national referral system will be followed by the social specialist. Türkiye has already a national referral system for SEA/SH, not only domestic violence but also workplace related harassment, bullying, and violence under the overall management of Ministry of Family and Social Services and already detailed in both the national Labor Law and the Penal Code, where unacceptable behaviors are explained, and relevant penalties are detailed. Psycho-social support is provided and available for survivors. The social specialist will also use ALO 170 (hotline service established by the Ministry of Family and Social Services) and will have in place mechanisms for confidential reporting with safe and ethical documenting of issues. To enable female work force to safely access the Project WGM, labor trainings will include information on the various channels of the raising grievances and confidentiality of doing so. The social specialist will ensure that contractors provide such training to workers, and to train contractors on how to collect grievances confidentially.

11.CONTRACTOR MANAGEMENT

Selection process

During the selection of the contractors, below criteria will be considered, and the one that comply best with the criteria will be selected as contractor:

- previous works completed,
- qualification of contractor's human resources,
- compliance in health and safety issues,
- precautions taken on child labor and forced labor employment.

Contractual provisions

Construction and other contracts will include labor and OHS provisions as specified in the World Bank's Standard Procurement Documents and the legislation of the Republic of Türkiye. Construction contracts will also have this LMP—with its annexes—as an annex. The construction contractors are obliged to implement this LMP.

Managing and monitoring the performance of contractors

The PIU will manage and monitor the performance of Contractors in relation to contracted workers, focusing on compliance by contractors with their contractual agreements (obligations, representations, and warranties). This may include periodic audits, inspections, and/or spot checks of project locations or work sites and/or of labor management records and reports compiled by contractors. During the site visits and monitoring activities, the progress achieved, health and safety issues, child labor and forced labor issues will be observed. In case any dispute is found, the contractor will be informed to address the dispute within 20 calendar days at the latest. If the dispute still continues as of the end of 20 calendar days period, the contract with the contractor will immediately be terminated.

- For the purposes of creating a healthy and safe working environment; the contractor will determine the OHS measures, ensure the implementation of these measures, monitor, supervise and improve the measures, prevent the occupational accidents and occupational diseases, provide first aid and emergency response to the workers and provide protective health and safety services. Within this context, the OHS Specialist will review all kinds of written documents that have been provided by the workplace physician and will be obliged to respond, in writing, to matters that have been objected to in order to implement the actions decided.
- In order to prevent occupational risks to protect the health and safety of workers, the contractor will be responsible for providing the required instruments and tools, executing the organizations and taking all types of measures including training and information dissemination.
- The contractor will constantly pursue the objective and endeavor to improve the existing situation and adapting the health and safety measures to evolving conditions.
- The contractor will ensure that its operations do not create additional risk for community health and safety and will take all required measures for this purpose.

12.PRIMARY SUPPLY WORKERS

Contractors will be required to carry out due diligence procedures to identify if there are significant risks that their primary suppliers are exploiting child or forced labor or exposing workers to serious safety issues. In instances where foreign suppliers are likely to be contracted, the Contractor will be required to inquire during his/her procurement process whether the supplier has been accused or sanctioned for any of these issues and also their corporate requirements related to child labor, forced labor, and safety. If there are any risks related to child and forced labor, and safety identified, the Contractor will notify PIUs and will address these risks and may avoid such suppliers, where possible.

Specific requirements on child labor, forced labor and work safety issues will be included in all purchasing orders and contracts with suppliers. Considering that most of the primary supply workers will be local, necessary audits and controls will be made to ensure that suppliers provide safe working conditions in accordance with local legislation and ESS2.

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CODE OF CONDUCT (CoC)

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

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

This CoC identifies the behavior that we require from all people defined as Contractor's Personnel above.

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

Required Conduct

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently,
2. comply with this CoC and all applicable laws, regulations, and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person,
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment, and processes under each person's control are safe and without risk to health,
 - b. wearing required personal protective equipment,
 - c. using appropriate measures relating to chemical, physical and biological substances, and agents, and
 - d. following applicable emergency operating procedures,
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health,
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers, or children,
6. not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other unwanted verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel,
7. not engage in Sexual Exploitation (which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of

another. In Bank financed projects/operations, sexual exploitation occurs when access to or benefit from Bank financed goods, Works, consulting or non-consulting services is used to extract sexual gain),

8. not engage in Rape, which means physically forced or otherwise coerced penetration—even if slight—of the vagina, anus or mouth with a penis or other body part. It also includes penetration of the vagina or anus with an object. Rape includes marital rape and anal rape/sodomy. The attempt to do so is known as attempted rape. Rape of a person by two or more perpetrators is known as gang rape,
9. not engage in Sexual Assault, which means any form of non-consensual sexual contact that does not result in or include penetration. Examples include, attempted rape, as well as unwanted kissing, fondling, or touching of genitalia and buttocks not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage,
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation, and Sexual Assault (SEA),
11. report violations of this CoC, and
12. not retaliate against any person who reports violations of this CoC, whether to us or the Employer, or who makes use of the [Project Grievance [Redress] Mechanism].

Raising Concerns

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

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

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

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

Consequences of Violating the CoC

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

For Contractor's Personnel:

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

Name of Contractor's Personnel: *[insert name]*

Signature : _____

Date (day/month/year) : _____

Countersignature of authorized representative of the Contractor: *[insert name]*

Signature : _____

Date (day/month/year) : _____

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