



**REPUBLIC OF TÜRKİYE**

**MINISTRY OF ENVIRONMENT URBANIZATION AND CLIMATE CHANGE**

**TÜRKİYE SECOND ENERGY EFFICIENCY IN PUBLIC BUILDINGS  
(EEP2) PROJECT**

**LABOR MANAGEMENT PROCEDURES (LMP)**

**JANUARY 2024**

## Abbreviations and Acronyms

CoC	Code of Conduct
EEPB2	Türkiye Second Energy Efficiency in Public Buildings Project
E&S	Environmental and Social
EPC	Energy Performance Class
ESA	Environmental and Social Assessment
ESF	World Bank Environmental and Social Framework
ESMF	Environmental and Social Management Framework
ESMP	Environmental and Social Management Plan
ESOHS	Environment, Social and Occupational Health and Safety
ESS	Environmental and Social Standards
EU	European Union
GDCA	Directorate General of Construction Affairs
GHG	Greenhouse Gas
GM	Grievance Mechanism
IBRD	International Bank of Reconstruction and Development
ILO	International Labor Organization
LMP	Labor Management Procedures
M&E	Monitoring and Evaluation
MoEUCC	Ministry of Environment, Urbanization and Climate Change
MoFSS	Ministry of Family and Social Services
MoH	Ministry of Health
OHS	Occupational Health and Safety
OHSP	Occupational Health Safety Plan
PAD	Project Appraisal Document
PAP	Project Affected People
PDoEUCC	Provincial Directorate of Environment, Urbanization and Climate Change
PIU	Project Implementation Unit
PDO	Project Development Objective

POM	Project Operational Manual
PPR	Project Progress Reports
PPP	Pollution Prevention Plan
PV	Photovoltaic
PPE	Personal Protective Equipment
RE	Renewable Energy
SEA/SH	Sexual Exploitation and Abuse/Sexual Harassment
SEP	Stakeholder Engagement Plan
SPP	Solar Power Plant
WB	World Bank
WBG	World Bank Group
WHO	World Health Organization

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## 1. Introduction

This Labor Management Procedures (LMP) describes the requirements with regard to labor and working conditions applicable during the renovation works of the Türkiye Second Energy Efficiency in Public Buildings (EEP2) Project, which will be financed by the World Bank and implemented by Ministry of Environment, Urbanization and Climate Change (MoEUCC).

This LMP aims to promote fair and equitable labor practices for the fair treatment, non-discrimination and equal opportunity of workers in all sub-projects. It aims to protect project workers' rights and ensure the management and control of activities that may pose labor-related risks, and occupational health and safety.

This LMP describes the requirements and expectations in terms of compliance, reporting, roles and responsibilities, monitoring and training with respect to labor and working conditions. This procedure is adopted by MoEUCC and will apply to all project workers. It describes how MoEUCC will comply with the requirements of World Bank Environmental and Social Standard (ESS) 2, "Labor and Working Conditions", and with Turkish labor, employment and occupational health and safety laws. This LMP is developed to address Environmental and Social Standard 2 (ESS2) requirements, both for direct and contracted workers, as well as primary supply workers. These procedures will set out how project workers will be managed, under the requirements of national law and this ESS, and will include the description of the following; (i) working conditions and management of worker relationships (such as development and implementation of labor management procedures applicable to the project and Code of Conduct (CoC) that will be followed by project contractors) including terms and conditions of employment, nondiscrimination and equal opportunity, and worker's organizations; (ii) protecting the workforce including defining a minimum age for workers, prohibition of child labor and forced labor; (iii) grievance mechanism (for the workers, including arrangements for referral to the national system for any potential Sexual Exploitation Abuse/Sexual Harassment (SEA/SH) risks; (iv) occupational health and safety; (v) direct and contracted workers; and (vi) primary supply workers

This is a living document and will be updated further as and when more information becomes available.

### 1.1. Project Summary

The project will be financed by the International Bank for Reconstruction and Development (IBRD) loan, at an amount of 300 million USD, and in parallel, the Bank team is seeking opportunities for some concessional financing, e.g., Clean Technology Fund (CTF) and Global Environment Facility (GEF). The proposed Project Development Objectives (PDOs) are: (i) cost-effectively reduce energy use in central government buildings and (ii) develop and pilot a sustainable financing mechanism for energy efficiency (EE) investments in central government buildings.

The proposed Project has two components: (i) energy efficiency investments in central government buildings and (ii) technical assistance and project implementation support. The summary of each component is given below; and details of the Project and its components are available in the Project Appraisal Document<sup>1</sup> (PAD).

The description of each Project component is as follows.

#### **Component 1. Energy efficiency investments in central government buildings**

Under this component, Ministry of Environment, Urbanization and Climate Change (MoEUCC) will finance the preparation and implementation of renovations of central government and central-government affiliated buildings in order to save energy and increase renewable energy (RE) use. EEP2 Project aims to renovate 400 buildings approximately, in which, each building will receive a Turkish Energy Performance Class (EPC). Building renovations will result in minimum energy savings of 30 percent and seek to achieve a Turkish Class B EPC or higher.

#### **Component 2. Technical assistance and project implementation support**

This component includes the activities related to subproject development such as marketing and outreach, screening of subproject candidates, review of energy audits/technical designs; technical support to develop and assess approaches for deeper renovations, comprehensive electrification of buildings, and improvements in

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<sup>1</sup> <https://projects.worldbank.org/en/projects-operations/document-detail/P500777?type=projects>

water efficiency; day-to-day project management (preparation and management of procurements, contract management, supervision of renovation works); implementing financing requirements in compliance with World Bank's (WB) fiduciary policies and guidelines; ensuring satisfactory implementation of the Bank's ESF; energy and water savings monitoring; Project monitoring and evaluation; training, capacity building, and knowledge sharing for the PIU staff, service providers such as energy auditors and designers, construction firms, building administrators, women in the EE field, and any other relevant Project stakeholders; and Project communications and dissemination of results.

The MoEUCC will coordinate project activities, including day-to-day implementation, coordination, supervision and overall management of Project activities. The project activities will take place in Türkiye (whole country) and will be implemented in all eligible buildings.

The specialists under the existing Project Implementation Unit (PIU) of the General Directorate of Construction Affairs (GDCA), which currently implements the Energy Efficiency in Public Buildings (EEPBP), will be responsible for the overall project implementation, management, and coordination of the proposed Project. This team will also be responsible for implementation of this LMP and its requirements.

## 2. Labor Use for the Project

### 2.1. Characteristics of Workers

The Environmental and Social Standard (ESS) 2 of the Environmental and Social Framework (ESF) *Labor and Working Conditions* categorizes the workers into four (4) categories: (i) direct workers, (ii) contracted workers, (iii) primary supply workers, (iv) community workers.

**Direct Workers.** 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.

Direct workers of EEPB-2 Project will include the employees of the PIU, who will work directly in relation to the project. MoEUCC/GDCA employees are civil servants (subject to Civil Servant's Act No. 657), therefore will remain subject to the terms and conditions of their existing public sector employment agreement. However, ESS2 provisions on Occupational Health and Safety (OHS), prohibition of child and forced labor will apply to the Ministry staff.

It is expected that MoEUCC/GDCA would also include independent consultants, who are specialized in certain disciplines (such as design review, construction supervision, social safeguards, risk management and environmental assessment and community relations). These consultants will be hired under individual contracts, with specific definition of the assigned tasks and responsibilities. The World Bank's Procurement Guidelines will be implemented during the selection of consultancy services. Consultants will also be responsible for providing overall supervision and oversight, including third-party monitoring where possible to ensure labor and working conditions during the works are in compliance with the national legislation and LMP.

**Contracted Workers.** A contracted worker is a worker employed or engaged by a third party to perform work or provide services related to the core functions of the project, where the third-party exercises control over the work, working conditions, and treatment of the project worker. In such circumstances, the employment relationship is between the third party and the project worker, even if the project worker is working on an ongoing basis on project activities. Contracted workers are those engaged in construction works and infrastructure investments and livelihood support activities.

The contracted workers to be employed within the scope of the project will include the workers hired by the project construction contractors, and their sub-contractors. Workers those who perform renovation/installation related works will be workers of Contractors. Contracted workers, who will be assigned by supervision consulting firms, will take part in the project in order to perform various tasks such as engineering, feasibility, Information Technology (IT) related works at different times of the project.

**Primary Supply Workers.** 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. Primary supply workers of EEPB-2 Project are expected to be the employees of third-party companies who, on regular, will basis provide goods or materials essential for the core functions of the project.

**Community Workers.** Some projects financed by the World Bank 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. There will be no community worker engagement in any of the sub-projects to be implemented within the scope of EEPB-2 Project.

**Migrant Workers.** It is expected that the project will require a combination of local workers from nearby settlements and workers from other parts of Türkiye, and possibly from another country (though the likelihood is low). The previous experience shows that the contractors and sub-contractors might probably hire workers from different regions of Türkiye; these "internal migrants" would be workers who already have

experience working on similar construction projects in different parts of the country. Foreign “migrant” workers are likely to be management and technical staff.

## **2.2. Number of Project Workers**

**Direct Workers.** It is estimated that the total number of direct workers who will be engaged for the implementation of the project activities, is expected to be approximately 15-20.

**Contracted Workers.** It is not possible to estimate the number of contracted workers at this stage. This number will become precise when implementation begins, following identification of the sub-project activities.

**Primary Supply Workers.** The exact number of primary supply workers required has yet to be determined. When the construction work begins, this number may be determined.

## **2.3. Timing of Labor Requirements**

Direct workers will generally work full time for the project duration. They will be engaged from the beginning to the end of the project. It is expected that the contracted workers will work during the contract period of each sub-project. Duration of the contracts will vary depending on the type and nature of the sub-projects.



### **3. Assessment of Key Potential Labor Risks**

#### **3.1. Project Activities**

Within the scope of the Project, the MoEUCC will deal with the below listed construction, mechanical and electrical works at the buildings included in the Project.

- Building envelope insulation
- Renewal of window and doors
- Heating boiler renewal
- Heating fuel shift by replacement of boilers with heat pumps
- Renovation of cooling/chiller systems
- Piping and duct insulation
- Lighting renewal
- Building automation systems
- Energy monitoring system
- Upgrade of electric motors with high-efficiency models
- Photovoltaic (PV) systems both rooftop and over canopy in open parking lots

#### **3.2. Occupational Health and Safety Risks**

Occupational health and safety (OHS) risks will vary from low to high depending on the nature of the work to be carried out. It is assessed that key labor risks would be associated with OHS risks related to the construction activities of the sub-projects such as exposure to physical, chemical and biological hazards during construction activities such as: use of heavy equipment, trip and fall hazards, exposure to noise and dust, falling objects, exposure to hazardous materials and exposure to electrical hazards from the use of tools and machinery.

Many workers will be exposed to occupational health and safety hazards, primarily including but not limited to:

- Working at height
- Electrocutions and arc fault burns (use of or faulty electrical devices, such as cable plugs, cords, hand tools)
- Electrical works
- Mechanical hazards such as use of heavy machinery, rotating and moving equipment
- Physical hazards such as noise, vibration, thermal comfort, radiation, ventilation , illumination
- Hot work hazards such as welding, cutting and grinding
- Exposure to chemicals (such as asbestos, paints, solvents, lubricants, and fuels)
- Fire and explosion
- Traffic accidents
- Excavations hazards
- Ergonomic hazards such as repetitive motion, improper posture
- Manual handling and lifting
- Environmental hazards (snakes, wasps, bees, etc.)
- Lack of awareness on occupational health and safety requirements such as the use of personal protective equipment (PPE) and safe workplace practices

- Psychosocial hazards

In general, 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 annual limit set by the Labor Law.

The sub-projects do not expect to have labor influx risks as majority of the workforce will be hired locally and sub-project sites will be existing public/municipal buildings and lands, most likely located in urban areas. Majority of the workforce will be Turkish. There will not be accommodation for workers at the sites so this issue will not cause any additional risks. However, if other labor risks arise during project implementation, PIU will develop procedures to prevent further impacts.

### **3.3. Sexual Harassment, Abuse, and Gender-Based Violence**

Abuse and gender-based violence under national legislation are prohibited and there are legal sanctions on these issues. Based on a workforce that will be hired largely locally, significant labor influx is not foreseen and the risk for sexual exploitation and abuse/sexual harassment (SEA/SH) is assessed as low. During implementation period the contractors will be required to develop and apply their own Code of Conducts following the principles provided in the Code of Conduct included in the Annex 3 of this LMP and adhere to the principles below.

During the all project phases the following principles will be adopted and applied. These are:

- Principle 1: Foster a culture of respect and high standards of ethical behavior across institutions.
- Principle 2: Establish and maintain standards aimed at preventing sexual harassment, abuse, and exploitation and other forms of misconduct.
- Principle 3: Provide a safe and trusted environment for those affected by sexual harassment, abuse, and exploitation 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 sexual harassment, abuse, and exploitation.

Mandatory trainings will be given on codes of ethics/conduct and harassment and misconduct issues for workers.

## 4. Overview of Labor Legislation: Terms and Conditions

### 4.1. Labor Legislation

There are several statutory laws governing labor related issues in Türkiye. The primary legislation that also applies to the project includes:

- The Constitution of the Republic of Turkey
- Labor Law (No. 4857),
- Occupational Health and Safety Law (No. 6331),
- Law on Trade Unions and Collective Bargaining Agreements (No. 6356),
- Social Insurance and General Health Insurance Law (No. 5510),
- Law of Obligations (No. 6098),
- Labor Courts Law (No. 7036),
- Law on the Work Permit for Foreigners (No. 6735),
- Civil Servants' Act (No. 657),
- Law on Civil Service Trade Unions and Collective Bargaining Agreements (No. 4688),

In addition to the above, there are secondary laws and regulations on include annual leave, working hours, overtime work, minimum wage, female employees, and child labor.

Türkiye has also ratified majority of the International Labor Organization ( ILO) conventions, including but not limited to, conventions on equal treatment of employees, gender equality, child labor, minimum wage, forced labor, OHS, right of association and collective bargaining. Türkiye is party to the 1950 European Convention for the Protection of Human Rights and Fundamental Freedoms and the Council of Europe's 1961 European Social Charter, as well as the Revised Social Charter.

According to Article 8 of the Turkish Labor Law No. 4857 (the "**Labor Law**"), an employment contract "is an agreement whereby one party (the employee) undertakes to perform work in subordination to the other party (the employer) who undertakes to pay him remuneration." Article 393 (General Service Agreement) of the Turkish Code of Obligations numbered 6098 defines the employment contract as "an agreement in which the employee is obliged to perform a work for a limited or unlimited time in the service of the employer and the employer is obliged to pay a salary based on the amount of time the employee works or the amount of work the employee performs." As can be deduced from these definitions, the main elements of an employment contract are performance of work, remuneration and subordination. The work referred to includes all kind of works of a natural person that can be defined as work in economic terms.

Under Turkish Laws, there are different types of classifications for employment contracts:

1. Employment Contracts for a Fixed or an Indefinite Term
2. Employment Contracts Made for a Minimum or Maximum Term
3. Employment Contracts Having Trial Period
4. Employment Contracts Based on "Gang Contracts"
5. Seasonal Employment Contracts
6. Part-Time Employment Contracts
7. Works at Call

**The Regulation on Work Permit for Foreigners under Temporary Protection**, adopted on 15 January 2016, regulates the procedures for granting work permits to persons under temporary protection.

**Right of Employee in case of Sexual Harassment According to the Labor Act.** In Turkish Labor Act there are several ways and reasons to terminate the employment contract. One of them is to terminate the contract for just cause without giving a notice. It is called immediate termination. The Article 24 of Labor Act which is about the right of the employee to terminate the employment contract immediately for just cause, has the heading, (Art 24/II) “immoral, dishonorable or malicious conduct or other similar behaviors”. In the paragraph of Art 24/II-d it is stipulated as “*In cases where the employee sexually harassed by another employee or by third persons in the establishment if adequate measures were not taken although the employer was informed of such conduct. employee has the right to terminate the contract immediately*”, which means no notice period should be given to the employer. The employee may also demand a severance pay and compensation for material and moral damages (Art.26/II).

According to the Obligations Act, Art 344, either employee or employer has right to terminate the employment contract for just cause and any time without giving a notice. Any circumstance which is against the ethical values or against the good faith is considered just cause. Therefore, according to the Obligations Act sexual harassment can be regarded a just cause as well. The legal liability of the employer, according to the Constitution<sup>2</sup>, Obligations Act (Art. 332)<sup>3</sup> and Labor Act<sup>4</sup> is to respect and protect employee’s right of personality or dignity and guarantee safe working conditions to protect the employee’s health and life. The employer must behave with good faith and protect employees from unlawful conduct in the workplace. If the employer fails to take proper measures to stop any act of sexual harassment, s/he would be liable according to the provisions stipulated in Turkish legislation. If the employer knew or ought to know the unfair behavior of the other worker’s or third party and failed to eliminate it and does not take proper measures should be liable for the consequences. Employer has duties and obligations against his/her employees, if s/he neglects to behave in good faith and sexually harass the employee, then within the context of legal arrangements s/he has criminal and contractual liability.

## 4.2. Forced Labor and Child Labor

Turkish Labor Law do not cover forced labor issues. However, the **Constitution of the Republic of Türkiye, Art. 18** prohibits forced labor. “No one shall be forced to work. Forced labor is prohibited. Work required of an individual while serving a sentence or under detention provided that the form and conditions of such labor are prescribed by law; services required from citizens during a state of emergency; and physical or intellectual work necessitated by the needs of the country as a civic obligation shall not be considered as forced labor.”

**Art. 80 of the Penal Code** penalizes human trafficking and **Art. 117** penalizes violation of the freedom to work and labor.

Türkiye has ratified the **ILO Convention No. 29 on Forced Labor and ILO Convention No. 105 on the Abolition of Forced Labor**.

**Turkish Labor Law** sets the minimum age at which a child can be employed as well as the conditions under which children can work (**Art. 71, Chapter 4**).

## 4.3. Wages and Deductions

Article 32 of the LL defines “**wage**” in general terms, as the amount of money to be paid in cash by employers or by third parties to workers in return for the work performed by them. Remuneration shall be adequate, paid at least once a month, and in legal tender (LL. Art. 32). Employees have equal rights for the same work or work of equal value. If wages are paid into the employees’ bank accounts, employers must deliver pay slips to the employees at the time of payment (LL Art. 37). As per team employment contracts, employers or their representatives must pay the employees’ wages separately (LL Art. 16).

Employees may refrain from performing their duties if they have not been paid their wages within 20 days of the agreed date, except in a case of a force majeure. (LL Art. 34). The highest interest rate applied for

<sup>2</sup> Turkish Constitution art, 10,48,49,50.

<sup>3</sup> Code of Obligations, Art. 332, stipulates that, employer should supply appropriate working conditions and to take all measurements available to protect employee.

<sup>4</sup> Labour Act Art 24/II-d

deposits shall be applied for wages not paid on 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.

Employers may garnish fines from their employees' wages in accordance with collective agreements and employment contracts, but the amount garnished may not exceed two days' wages every month (LL Art. 38). Employees must be notified at once, together with the reason, of any wage deductions as fines.

Regarding the team-employment contracts, no amounts may be garnished on behalf of the team leader from the wages of employees (LL Art. 16).

### **Minimum Wage**

The minimum wage is set and reviewed by the Ministry of Labor and Social Security at least once in two years. The minimum wage for jobs involving coal and lignite mining must be at least twice the regular minimum wage set by the Ministry (LL Art. 39).

### **4.4. Working Hours**

Working hours are defined as the period of time during which employees are required to perform tasks for their employers in accordance with their employment contracts. According to the Turkish Labor Law, Article-63, duration of work will not exceed 45 hours per weeks. This does not include time for meal breaks. The normal weekly working period may be differently assigned to working days of the week, on the condition that it does not exceed eleven hours a day, upon agreement of the parties. In this case, the average weekly working period of the worker shall not exceed normal weekly working period within a period of two months.

### **4.5. Weekly Rest Day and Rest Breaks**

According to the Turkish Labor Law, Article 67, the beginning and ending of the daily working time and rest breaks shall be announced to workers at the establishment. Depending on the nature of activity, the beginning and ending times of work may be arranged differently for employees.

According to the Turkish Labor Law, Article 68, employees shall be allowed a rest break approximately in the middle of the working day fixed with due regard to the customs of the area and to the requirements of the work in the following manner,

- a) Fifteen minutes, when the work lasts four hours or less,
- b) Half an hour, when the work lasts longer than four hours and up to seven and a half hours (seven and a half included),
- c) One hour, when the work lasts more than seven and a half hours.

According to the **Turkish Labor Law, Article 46**, the employees working in establishments covered by this Act shall be allowed to take a rest for a minimum of twenty-four hours (weekly rest day) without interruption within a seven-day time period, provided they have worked on the days preceding the weekly rest day as indicated in **Article 63**. For the unworked rest day, the employer shall pay the employee's daily wage, without any work obligation in return.

### **4.6. Leaves**

According to the **Turkish Labor Law, Article 53**, Employees who have completed a minimum of one year of service in the establishment since their recruitment, including the trial period, shall be allowed to take annual leave with pay. The length of the employee's annual leave with pay shall not be less than,

- a) Fourteen days if his length of service is between one and five years, (five included),
- b) Twenty days if it is more than five and less than fifteen years,
- c) Twenty-six days if it is fifteen years and more (fifteen included).

For employees below the age of eighteen and above the age of fifty, the length of annual leave with pay must not be less than twenty days. The provisions of this Act on annual leave with pay are not applicable

to employees engaged in seasonal or other occupations which, owing to their nature, last less than one year.

According to the **Turkish Labor Law, Article 55**, National holidays, weekly rest days and public holidays which coincide with the duration of annual leave may not be included in the annual leave period.

According to the **Turkish Labor Law, Article 74**, In principle female employees must not be engaged in work for a total period of sixteen weeks, eight weeks before confinement and eight weeks after confinement. In case of multiple pregnancy, an extra two-week period shall be added to the eight weeks before confinement during which female employees must not work. However, a female employee whose health condition is suitable as approved by a physician's certificate may work at the establishment if she so wishes up until the three weeks before delivery. In this case the time during which she has worked shall be added to the time period allowed to her after confinement.

If the female employee so wishes, she shall be granted an unpaid leave of up to six months after the expiry of the sixteen weeks, or in the case multiple pregnancy, after the expiry of the eighteen weeks indicated above. This period shall not be considered in determining the employee's one year of service for entitlement to annual leave with pay. Female employees shall be allowed a total of one and a half hour nursing leave in order to enable them to feed their children below the age of one. The employee shall decide herself at what times and in how many instalments she will use this leave. The length of the nursing leave shall be treated as part of the daily working time.

Paid leaves for civil servants have been defined in the Law as; 20- 30 days for annual leave, sick leaves up to 36 months, casual leaves (such as birth, death, marriage up to 7-10 days, and sick leave taken to care for a sick relative until 6 months. Unpaid leaves for civil servants are as follows; maternity leave (until 24 months), leave for training abroad (until 4 years), military service, leave taken as a result of the spouse's change of job or due the characteristics of his/her job (during the time of employment), optional leave taken upon the request of the employee (until one year), sick leave taken to care for a sick relative (until 18 months). Those civil servants who have served for less than 10 years (included 10 years) have 20 days of annual leaves and those who have served for more than 10 years have the right of 30 days annual leave. The annual paid leave shall not be interrupted by the employer.

#### **4.7. Overtime Work**

According to the **Turkish Labor Law, Article 41**, wages for each hour of overtime shall be remunerated at one and a half times the normal hourly rate. In cases where the weekly working time has been set by contract at less than forty-five hours, work that exceeds the average weekly working time done in conduction with the principles stated above and which may last only up to forty-five hours weekly is deemed to be work at extra hours. In work at extra hours, each extra hour shall be remunerated at one and a quarter times the normal hourly rate for workers who work less than 45 hours a week. If the employee who has worked overtime or at extra hours so wishes, rather than receiving overtime pay he may use, as free time, one-hour and thirty minutes for each hour worked overtime and one hour and fifteen minutes for each extra hour worked. The employee shall use the free time to which he is entitled within six months, within his working time and without any deduction in his wages. 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. Overtime work and its methods shall be indicated in a regulation to be issued. Employees under age of 18, pregnant women, and breastfeeding mother cannot be required to work overtime.

#### **4.8. Labor Disputes**

The Labor Code includes provisions that allow workers to resolve disputes in cases where there is a disagreement between the employer and the employee over the essential terms and conditions of a labor agreement or other aspects of work. Such disagreement will be resolved in compliance with the **Law on Mediation in Civil Disputes, numbered 6325**, and according to the **Turkish Labor Law, Article 20**, 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 lodge an appeal against that termination with the labor court within one month of receiving the notice of termination. If there

is an arbitration clause in the collective agreement or if the parties so agree, the dispute may also be referred to private arbitration within the same period. 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. The court must apply fast-hearing procedures and conclude the case within two months. In the case the decision is appealed, the Court of Cassation must issue its definitive verdict within one month.

The Turkish Labor Law applies to direct workers and contracted workers, including foreign workers who are employed on full-time basis. The Labor Code does not provide for a workplace grievance mechanism.

#### **4.9. Freedom of association**

Workers and public servants have different union legislation. Workers were covered by the **Unions and Collective Agreements Law No. 6356** (dated on 07.11.2012, Official Gazette No. 28460). There are four types of collective agreements regulated by local law: workplace collective bargaining agreement, enterprise collective agreements, group collective agreements and framework agreements. A workplace agreement is created for a workplace, while an enterprise level agreement is created for more than one workplace in the same industry, owned by the same employer. A group collective agreement can be created between a trade union and an employers' union for workplaces in the same industry, owned by different employers.

#### **4.10. Non-discrimination**

According to **Article 10 of the Turkish Constitution**, 'everyone is equal before the law without distinction as to language, race, color, sex, political opinion, philosophical belief, religion, and sect, or any such grounds. The article also states that 'men and women have equal rights. The State has the obligation to ensure that this equality exists in practice. Measures taken for this purpose shall not be interpreted as contrary to the principle of equality'.

**Article 5 of the Labor Law** of Türkiye regulates the prohibition of discrimination in employment. According to that article 'no discrimination based on language, race, sex, political opinion, philosophical belief, religion and sex or similar reasons is permissible in the employment relationship. Except for biological reasons or reasons related to the nature of the job, the employer must not make any discrimination, either directly or indirectly, against an employee in the conclusion, conditions, execution and termination of his/her employment contract due to the employee's sex or maternity'. The same article also serves as a base for the principle of equal pay for equal value of work by stating that 'differential remuneration for similar jobs or for work of equal value is not permissible'.

#### **4.11. Collective Dismissal**

**Labor Law 4857 Article 29**, when the employer contemplates collective terminations for reasons of an economic, technological, structural or similar nature necessitated by the requirements of the enterprise, the establishment or activity, he shall provide the union shop-stewards, the relevant regional directorate of labor and the Public Employment Office with written information at least 30 days prior to the intended layoff. A collective dismissal occurs when,

- a) in establishments employing between 20 and 100 employees, a minimum of 10 employees,
- b) in establishments employing between 101 and 300 employees, a minimum of 10 percent of employees, and
- c) in establishments employing 301 and more workers, a minimum of 30 employees, are to be terminated in accordance with Article 17 on the same date or at different dates within one month.

#### **4.12. Termination of an employment contract**

Under the **Labor Code**, employers can terminate contracts in two ways: (i) showing a valid reason (**Art. 18-19**) or (ii) breaking the contract for a just cause. 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, protecting the worker from arbitrary termination of his/her contract. In order for the termination of an employment contract to be valid, a 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 on the basis of 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. For further details, please see, Labor Code, Art. 24-26.

The **Labor Law (No. 4857)** is to large extent consistent with the main requirements of the ESS2. The most significant gap between the Labor Law and ESS2 is the lack of specific requirements on a workplace grievance mechanism, and no requirement related to contractor's grievance mechanism. The Labor Law does not include any provisions regarding the selection, management, and monitoring of contractors with regard to ESS2 requirements. These gaps will be addressed by the project's Labor Management Procedures.

Direct and contracted workers are subject to the laws given above which cover employment conditions, employment contracts, contract termination, wages and deductions, working hours, overtime workings, breaks, rests, rights, leaves such as (annual leaves, maternity leaves, sick leaves, death leaves, unpaid leaves) and basic occupational health and safety (OHS).

Direct workers will have the rights and benefits stated in related national labor and employment legislations. The direct worker's contracts will be prepared in line with the national legislation to provide them with protections provided by the national laws.

Summary of gaps with ESS2: Turkish Labor Code (No. 4857) is to large extent consistent with the ESS2 requirements. Türkiye ratified all the four Core ILO Conventions and OHS ILO Conventions. The main gap with ESS2 is related to the requirement for the grievance mechanism for workers. While the national legislation provides for Labor Courts to raise labor rights concerns, the Labor Code does not include specific requirements for the establishment of the workplace grievance mechanism. The Labor Code includes provisions to ensure contracted workers are paid, however, it does not include provisions regarding the selection, management, and monitoring of contractors with regard to ESS2 requirements. Though, Labor Code applies to the types of workers who would be considered as contracted workers under ESS2 definition.



## 5. Overview of Labor Legislation: Occupational Health and Safety

The **Law of Turkish on Occupational Health and Safety (numbered 6331)** aims to regulate the duties, authority, responsibility, rights and obligations of employers and workers in order to ensure occupational health and safety at workplaces and to improve existing health and safety conditions. The Law applies to all works and workplaces in both public and private sector, employers of these workplaces and their representatives, all workers including apprentices and interns regardless of their field of activity is also governed by Labor Law (numbered 4857).

Project workers including direct and contracted workers of the project are subject to this law. The law stipulates and enforces 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. The overview below provides key aspects of legislation which relates to the items set out in ESS2, paragraphs 24 to 30.

- Anyone in the project has 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 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, the employer, will assign health and safety specialist(s) at construction sites. The employer is obliged to assign health and safety specialist, according to workplace's hazard class, according to legislative requirement. Besides legislative required occupational safety specialist, each construction site will be appointed to dedicated required occupational safety specialist(s) (at least C class).
- Project workers will receive OHS training at the beginning of their employment, as induction, and on a regular basis thereafter, to cover legislative requirement. 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.

The employer to 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 Law of Turkish on Occupational Health and Safety, Article 4**).

The employer to carry out a risk assessment or get one carried out (**The Law of Turkish on Occupational Health and Safety, Article 4 and 5**).

The employer to take appropriate measures to ensure that workers other than those who have received adequate information and instructions are denied access to areas where there is life-threatening and special hazard (**The Law of Turkish on Occupational Health and Safety, Article 4**).

The workers' obligations in the field of safety and health at work shall not affect the principle of the responsibility of the employer (**The Law of Turkish on Occupational Health and Safety, Article 4**).

The employer to provide occupational health and safety services including activities related to the protection and prevention of occupational risks (**The Law of Turkish on Occupational Health and Safety, Article 5, 6 and 7**).

The employer to provide occupational physicians and occupational safety specialists (**The Law of Turkish on Occupational Health and Safety, Article 8**).

The employer to 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 to conduct measurement and assessments to afford protection, to prepare emergency plans (**The Law of Turkish on Occupational Health and Safety, Article 11**).

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 to cover all expenses related to the surveillance (**The Law of Turkish on Occupational Health and Safety, Article 4 and 15**).

The employer will develop and implement 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 the accident in the future. Also, remedies for adverse impacts such as occupational injuries, disabilities and diseases will be provided (**The Law of Turkish on Occupational Health and Safety, Article 14**).

The employer to 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, fire-fighting and the evacuation (**The Law of Turkish on Occupational Health and Safety, Article 16**).

The employer to 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 changed risks and repeated periodically if necessary (**The Law of Turkish on Occupational Health and Safety, Article 17**).

The Turkish legislation, **Occupational Health and Safety at Construction Regulation, 05.10.2013 dated and 28786 official gazette, Attachment 4, Article 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 Law on OHS, 6331 numbered, defines basic requirements and general principles of occupational safety for jobs that are hazardous, very hazardous, and less hazardous (**The Law of Turkish on Occupational Health and Safety, Article 9**). The list of such jobs is provided in the ordinance of Government of Türkiye. According to the mentioned list, the construction works for waste water treatment plant, drinking water transmission and network lines, sewage system and electrical works are generally considered to be inherently very hazardous, waste segregation (non-hazardous) work is considered as 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 (**The Law of Turkish on Occupational Health and Safety, Article 9-10-11**).

Also, the Law includes provisions that allow employee to take part in consultation process regarding health and safety issues, provide recommendations and raise concerns related to risks and hazards (**The Law of Turkish on Occupational Health and Safety, Article 25**). However, there is no specific requirement related to grievance mechanism, which may allow workers to communicate their complaints to the employer. This can be considered as a gap between Turkish legislation and ESS2. The grievance mechanism is further discussed in this document (see Section 9).

## 6. Responsible Staff

**The GDCA' Project Implementation Unit (PIU).** PIU will be the main responsible for the coordination, implementation and monitoring and reporting of the Project, with support of its relevant departments carrying out the proposed activities in line with their mandates as defined in GDCA's organizational structure. The PIU will be staffed with individual consultants possessing specialized skills in the areas of procurement, financial management (FM), environmental safeguards, social safeguards, communication field, and IT.

GDCA will be responsible for the following:

- apply this LMP to project workers,
- oversee the implementation of this Labor Management Procedures (LMP) to ensure regular project reporting and evaluation,
- update of this LMP when necessary in the course of preparation, development, and implementation of the Project, as well as in case the domestic legislation changes in any aspects of importance for this Procedure,
- ensure that contractor(s) apply this LMP and prepare/adjust their own occupational health and safety plan before commencement of any construction works,
- ensure that organizations responsible for outreach to the workers to increase their participation in the project and to carry-out the initial pre-employment profiling are compliant with this LMP, national employment, health and safety laws and mitigation measures included in the ESMF,
- maintain records of recruitment and monitor employment process of the workers to ensure it is carried out in accordance with this LMP and national labor law,
- monitor that the project contractors are meeting obligations towards contracted and sub-contracted workers as included in the General Conditions of Contract and the World Bank Standard Bidding Documents, and in line with ESS2 and national labor and OHS law,
- monitor compliance of the contractors and employers participating in the wage subsidy and training programs with this labor management procedures,
- monitor that OHS standards are met at workplaces in line with national occupational health and safety legislation,
- monitor training of the project workers on OHS,
- develop and implement workers' grievance mechanism and address the grievances received from the direct, contracted, and sub-contracted workers, and
- monitor implementation of the workers Code of Conduct.

The requirements of ESS2 will be incorporated into contractual agreements with third parties, together with appropriate noncompliance remedies. Therefore, such third parties will be required to include equivalent requirements and noncompliance remedies in their contractual agreements with sub-contractors.

The social monitoring and assessment of the implementation of renovation and solar system measures will be conducted to elicit feedback from project beneficiaries, project-affected persons, employees and users of public services on accessibility, community health and safety, and indoor comfort satisfaction, as well as to define the level of knowledge and awareness of the renovation and solar system. Social monitoring will be mainly carried out by the PIU with support of consultants at the sub-project level.

### **Feasibility Study Consultants**

For the proposed sub-projects, detailed relevant audits will be carried out by a certified and qualified Feasibility Study Consultant Company, in order to evaluate the proposal for renovation works and solar

system installation, estimate energy savings, assess their financial viability and identify potential environmental impacts that the proposed installation may cause in regional base.

After the audit is completed, the consultant will prepare feasibility studies including cost-benefit analysis, sub-project specific ESMP, sub-project specific SEP's, OHS Plan The ESMP, OHSP, SEP and LMP as part of the feasibility studies will include analysis and quantification of the presences of the amount of waste and hazardous waste materials, specifically asbestos including methodology specifications and bill of quantities for removal, packaging, transport and disposal/interim storage of these waste and hazardous waste materials, personal safety equipment. This will also include the guidelines for the location where the asbestos can be disposed and the temporary storage location for waste and hazardous waste as per the World Bank's ESF, project ESMF and national legislation. PIU will review and approve all documents and designs prepared for this Project in consultation with line ministries of the sub-projects concerned. The sub-project feasibility study consultants will visit each sub-project site at least once, or more if needed, during the preparation of technical documentation. During these visits, the consultants will meet with project beneficiaries to discuss any issues related to sub-project implementation.

Feasibility study consultants shall be responsible for ensuring that respective provisions of sub-project specific ESMPs and OHS Plan are duly incorporated into the project design if the study is feasible for the investment. The feasibility consultant is responsible for organizing and holding stakeholder engagement meetings. The sub-project supervision consultant will be required to retain qualified Environment, Social and Occupational Health and Safety (ESOHS) staff and comply with the monitoring and reporting requirements defined in this section.

### **Supervision Consultant**

The Supervision Consultant will be responsible for auditing, monitoring, and reporting of the sub-project implementation. The consultant will be also responsible for ensuring proper environmental, social and OHS management of all project activities, and other project-related persons. The Supervision Consultant has to retain environmental, social and OHS experts and the implementation of ESMP, OHS Plan, and GM on the site will be controlled by these experts. The procurement of a Supervision Consultant will be responsible for PIU. There are 21 electrical distribution companies in Turkey. Considering both the legal permissions and the geographical proximity of the buildings to be audited, it is important to make the tenders regionally by evaluating the borders of the distribution companies.

Provincial Directorates of Environment, Urbanization and Climate Change will also be able to carry out the supervision tasks **depending on the workload, human resources and technical capacity**.

### **Contractors**

The project contractors, will be responsible for the following in addition to the legislative requirements and Labor Management Procedures:

- Employ or appoint qualified social, environmental, and occupational safety experts to implement this LMP, Occupational Health and Safety Plans, and to manage sub-contractors' performance,
- Develop their own occupational health and safety plan, consistent with this LMP, ESS2 and Project ESMF which will apply to contracted and sub-contracted workers. These procedures and plans will be submitted to the supervision consultant for review and approval before the contractors mobilize for the pre-construction phase,
- Supervise their sub-contractors' implementation labor management procedures and occupational health and safety plans,
- Maintain records of recruitment and employment process of contracted workers,
- Monitor employment process of sub-contracted workers to ensure it is carried out in accordance with this labor management procedure and national labor law,
- Clearly communicate job description and employment conditions to contracted workers and provide them with one copy of the employment contract,

- Develop, implement, and maintain workers' grievance mechanism and address the grievance received from the contracted and sub-contracted workers,
- Report on grievance mechanism implementation to the Supervision Consultant and MoEUCC,
- Have a system for regular review and reporting on labor, and occupational safety and health performance,
- Deliver regular induction including but not limited to OHS, HSE, social induction, trainings to employees,
- Ensure that all contractors and sub-contractor workers understand and sign the Code of Conduct prior to the commencement of works.
- Ensure that contracted and sub-contracted workers receive training on SEA/SH prevention and Code of Conduct at the start of the employment and monitor SEA/SH prevention measures implementation during the life of the project.
- Ensure that dedicated SEA/SH grievance mechanism is established, monitor and report on its implementation.
- Establish and implement a procedure for documenting specific incidents such as project-related occupational injuries, illnesses, lost time accidents and incidents related to sexual exploitation and abuse and sexual harassment. Maintain such records and require all third parties and primary suppliers to maintain them. Such records will form an input into the regular review of OHS performance and working conditions.
- Implement disciplinary measures in instances of SEA/SH misconduct.
- In instances of medium, severe, fatal, and mass accidents, inform the law enforcement bodies, Labor Inspectorate and the PIU.

## **7. Policies and Procedures**

This section outlines main policies and procedures to be followed during pre-construction and construction phase of the project. This section will be updated and amended as needed, after construction contract have been awarded.

Contracts with contractors shall contain a provision on the obligation to comply with the current Labor and OHS Law and with this LMP. After contractors are hired for sub- projects, they will prepare Labor Management Plans for their activities in line with this LMP. This will be reviewed and cleared by the PIU before any civil works begin. The Contractor Labor Management Plans will include the Code of Conduct (CoC) included in the Annex-3 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 grievance mechanism. In case the contractors engage sub-contractors, contractors shall be under obligation to build in such a provision in the sub-contracts.

Employment of all 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. Code of Conducts for employees and contractors is in the Annex-3.

The MoEUCC will inform the World Bank within 48 hours about any incident or accident related to the project which has, or is likely to have a significant adverse effect on the environment, the affected communities, the public or workers (labor, health and safety, or security incident, accident or circumstance) as soon as reasonably practicable, but no later than five calendar days after the occurrence of the event. Such events can include strikes or labor protests, serious worker injuries or fatalities, gender-based violence incidents, significant Covid-19 clusters related to project activities or sites, project-caused injuries to community members or property damage. The Borrower will prepare a report on the event and the corrective action and submit to the World Bank within 30 calendar days of the event.

GDCA Human Resources (HR) regulations and procedures comply with national legislation and regulations. Project's direct workers will be assigned by GDCA from internal human resources, and additional staff may be hired in accordance with the terms of references (ToRs) given in the project documents.

GDCA has internal regulations on employment and health and safety rules. Employment procedures and human resources policy are public and available at the GDCA website. Health and safety-related procedures are designed according to the OHS Law No. 6331 and all Project staff will be trained and informed about health and safety rules. To prevent child labor and forced labor, GDCA policies are designed to prohibit child labor and forced labor employment. Policies and procedures for this Project aim to achieve objectives of ESS2 and compliance with national labor and OHS laws.

**Non-discrimination:** As specified in Labor Code of Türkiye, the 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, such as recruitment, compensation, working conditions and terms of employment, access to training, promotion, or termination of employment. Any discrimination based on gender, sexual orientation, age, race, ethnicity, political option, social origin, residence, disability, status, or trade union activity, as well as other criteria not related to his/her professional qualities, shall be prohibited.

**Recruitment and Employment:** Recruitment procedures will be transparent, public, and non-discriminatory with respect to ethnicity, religion, sexual orientation, disability, gender, and other grounds included in the Labor Code, other relevant laws, and World Bank ESS2 standard. The followings will be considered by the Contractors and monitored by MoEUC and consultants, to ensure fair treatment of all employees:

- Employment opportunities to the local communities and groups via the most appropriate channels and develop job adverts in the corresponding language and clear and inclusive wording
- As per Labor Code requirements, recruitment procedures will be transparent, public, and non-discriminatory with respect to ethnicity, religion, sexual orientation, disability, gender, and other grounds included in the Labor Code
- Applications for employment will be considered in accordance with the application procedures established by the project contractors, including sub-contractors.
- Clear job descriptions will be provided in advance of recruitment and will explain the skills required for each post.
- All workers will have written contracts describing terms and conditions of work and will have the contents explained to them. Workers will sign the employment contract. Terms and conditions of employment will be available at work sites.
- Unskilled labor will be preferentially recruited from the affected communities, settlements, and municipalities.
- Employees will be informed at least one month before their expected release date of the coming termination. According to Turkish Labor Law numbered 4857 for all dismissals including collective redundancy in line with Article 29 of the Law.
- The contracted workers will not pay any hiring fees. If any hiring fees are to be incurred, these will be paid by the Employer ('Contractors').
- Depending on origin of the employer's and employee's origin the contracts will be developed in corresponding language understandable for both parties.
- 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.
- While communication language related problems are not expected, attention should be given to ensuring coordination between different sub-contractors and means to address any language differences.

- Foreign workers, migrants, will require residence permit, which will allow them to work in Türkiye.
- The Labor Code prohibits work at night for persons under the age of 18 years. Persons below the age of 18 years will be prohibited to be engaged in hazardous work. MoEUCC will include in contracts that all project contractors (and sub-contractor) personnel must be of the age of 18 years or older. An age verification mechanism will be required to be established by the selected contractors and will be monitored from time-to-time by MoEUCC .

**Refuse to Work Policy:** Employees have a right to refuse to perform tasks or instructions assigned by the employer, creating health and safety risks for the employees. Employees are entitled to leave the workplace in the event of danger. The contractors will not dismiss an employee from their job or place them in a less advantageous position than other employees if such employees exercise the rights of reporting or leaving the workplace during the threat of danger.

All contractors are obliged to take appropriate protective measures whenever avoidance of health and safety hazards is not possible. 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.

The employer will develop and implement reporting system for any accidents, diseases, and incidents.

**First Aid:** There must be on site resources for first aid and for more serious injuries. Furthermore, there must be a pre-approved health facility for medical treatment, as well as appropriate transportation of injured workers. Projects with major civil works should have medical doctors on site.

**Worker's accommodation:** If accommodations are provided for workers, Contractors will ensure that they are provided in good hygiene standards, with fresh drinking water, clean beds, restrooms and showers, clean bedrooms, good illumination, lockers, proper ventilation, safe electrical installation, fire and lightning protection, separate cooking and eating areas. There will be separate facilities provided for men and women. The contractors will be liable to comply with "Workers' Accommodation: processes and standards A guidance note" by IFC and the EBRD.

**Code of Conduct:** The construction contractor will develop and implement Code of Conduct. The construction contractor should also submit the Code of Conduct to supervision consultant for review and approval. The Code of Conduct will reflect the company's core values and overall working culture. The content of the Code of Conduct is included in the World Bank Standard Bidding Documents and will include provisions relating to SEA/SH prevention.

**Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH):** Sexual exploitation is any actual or attempted abuse of a 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 (UN Glossary on Sexual Exploitation and Abuse 2017, pg. 6). Sexual abuse is actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions (UN Glossary on Sexual Exploitation and Abuse 2017, pg. 5). Sexual harassment is any unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature. Project workers are prohibited to commit any acts of SEA/SH. Project workers are required to sign a Code of Conduct at the start of employment. Project workers will receive a training on the Code of Conduct and prevention of SEA/SH.

## **8. Age of Employment**

The minimum working-age in this project will be 18 years of age. The national legislation prohibits child labor. Persons under the age of 18 years will not be allowed to be engaged in hazardous work. The Contractors will be required to verify the age of all workers. This will require workers to provide official documentation, which could include a birth certificate, national identification card, passport, or driver licenses, birth certificate, valid medical or school records.

If a child under the minimum age (18 years) is discovered working on the project, measures will be taken to immediately terminate the employment or engagement of the child in a responsible manner, considering the best interest of the child.



## 9. Terms and Conditions

The terms and conditions of employment by GDCA are governed by the provisions of the Civil Servants Law (No: 657) and GDCA HR policies. GDCA employees are provided with all the benefits and social rights as mandated by the national legislation (i.e. overtime, paid annual leave, family leave, sick leave, unpaid leave, maternity, and paternity leave, etc.).

Maximum weekly working hours allowed by national legislation is 45 hours. All project workers will receive at least one rest day (24 hours) after six consecutive days of work.

Employees working over seven and half hours a day are entitled to at least a 60-minute break, employees working less than four hours a day are entitled to 15-minute breaks, while employees working between four and seven and half hours a day are entitled to 30-minute breaks during working hours.

Employees employed are entitled to a paid weekly uninterrupted 24-hour rest period. The weekly rest is normally on Sunday. However, an employer may determine another day for using the weekly rest, should the nature or organization of work so require.

The project workers shall have a right to annual, sick, and parental leave as provided in the Labor Code of Türkiye.

All wages earned, social security benefits, unused leave time, pension contributions and any other entitlements will be paid on or before termination of employment contract. The notice periods shall be compliant with Turkish Labor Code requirements.

The employment contracts between the Employer (construction contractor) and the worker will comply to Turkish legal requirements and shall include the job description, working hours, working conditions, wage level (including payment for overtime). In addition, workers will be provided with drugs and alcohol policy and workers Code of Conduct. A copy of the contract will be signed by both parties and a copy of the employment contract will be provided to the worker. Employer may request employees to work overtime, not exceeding 270 hours per year, as stipulated in the Labor Code. Further, the employee's consent shall be required for overtime work, in January each year, as required by the Labor Code.

The Project contractors should adopt this labor management procedure as a part of their contract and will set out terms and conditions for the contracted workers. These terms and conditions will be in line, at minimum, with this labor management procedure, Turkish Labor Law (numbered 4857), Occupational Health and Safety Law (numbered 6331) and General Conditions of the World Bank Standard procurements documents.

## 10. Grievance Mechanism

The Ministry of Environment Urbanization and Climate Change (MoEUCC) will utilize the existing grievance mechanism that has been established for the Energy Efficiency in Public Buildings (EEPB Project) which also covers workers' grievance mechanism. Besides, the PIU and the Contractors/Sub-contractors will also be responsible to establish a grievance mechanism for their workers/staffs during the implementation of Projects including construction works.

The Grievance Mechanism process and Sample Grievance Forms are provided in Annex 5 of the project level Stakeholder Engagement Plan<sup>5</sup> (SEP) prepared for the EEPB2 Project.

The project-level GM will also serve for the project employees including direct and contracted workers such as PIU construction supervisors and contractors as it addressed in this document.

The MoEUCC currently has a call center that can be accessed via both phone and website. This call center is used for all site-related issues that are being carried out by the MoEUCC. The MoEUCC/GDCA will operate a website for EEPB-2 Project where all relevant information is being disclosed for review. Moreover, through the complaint submissions section and an e-mail address, the PIU is able to collect concerns and grievances from all stakeholders. The principle of confidentiality and the right to make anonymous complaints will be enabled:

<b>E-mail</b>	<a href="mailto:yigmenerji@csb.gov.tr">yigmenerji@csb.gov.tr</a>
<b>Project Webpage</b> <i>Energy Efficiency in Public Buildings Project</i>	(will be included once the website is developed)
<b>MoEU Call Center</b>	Alo181
<b>GDCA</b>	+90 (312) 5864906

Within the scope of EEPB 2Project, request/suggestion/grievances will be handled at different levels: (a) Contractor level; (b) Supervision Consultant level; (c) MoEUCC Provincial Directorates level; (d) National level MoEUCC Project Implementation Unit (PIU).

- a) **Contractor Level:** Each awarded contractor will be responsible for receiving, recording and if possible, resolving the concerns and grievances due to the renovation works executed within the scope of the EEPB 2 Project. The PIU will also require contractors to develop and implement a grievance mechanism for their workforce including sub-contractors, before the start of work. If the Contractor is not able to resolve the concerns and grievances, they are obliged to direct them to the Supervision Consultant. Contractors will also submit the records including solved and unsolved concerns and grievances to the Supervision Consultant on a weekly basis
- b) **Supervision Consultant:** The Supervision consultants will be responsible for supplying grievance boxes, installing them in each building, designing and printing posters and brochures about the grievance mechanism and the project, registering. Each Supervision Consultant will be responsible for receiving, recording and if possible, resolving the grievances/concerns/suggestions that are raised by any stakeholder (public building management, building users, visitors, host communities, or beneficiaries, etc.) due to the installation works within the scope of the EEPB 2 Project. The Supervision Consultant will record the grievance/concern/suggestion through the Complaint and Suggestion Form and the Grievance Clos-out Form (Annex1-2). If the Supervision Consultant is

<sup>5</sup> <https://www.kabev.org/wp-content/uploads/2024/01/Stakeholder-Engagement-Plan-SEP-1.pdf>

not able to resolve the requests/suggestions/grievances, they are obliged to direct the issue to the PIU. The Supervision Consultant is obliged to send the record of the grievance/concern/suggestions to the MoEUCC on monthly basis.

- c) **Provincial Directorates of Environment, Urbanization and Climate Change Level:** Provincial Directorate of Environment, Urbanization and Climate Change (PDoEUCC) will be responsible for taking the necessary measures to address received requests/suggestions/grievance regarding the activities carried out within the scope of the EEPB 2 Project to the extent possible. The Provincial Directorates will also immediately forward all received requests/suggestions/grievances to the Administration, whether the issues are addressed or not. The PDoEUCC is obliged to send the record of the grievance/concern/suggestions to the MoEUCC on monthly basis. The MoEUCC Provincial Directorates responsible for supervision works will also be responsible for the implementation of the GRM Procedure.
- d) **MoEUCC:** Within the scope of EEPB 2 Project, MoEUCC is the main responsible party to collect, record, and resolve all requests/suggestions/grievances raised by stakeholders through the above-mentioned levels. There will be a central grievance record to be kept by the social specialist of PIU. MoEUCC is responsible for resolving the collected requests/suggestions/grievance within 30 days and informing the owner of the requests/suggestions/grievances about the result.

In addition to the above-mentioned communication channels, the stakeholders may also utilize the Presidency's Communication Center (CİMER) to submit their concerns and grievances about the project implementation. The communication channels of CİMER are given below.

<b>Webpage</b>	<a href="https://www.cimer.gov.tr">https://www.cimer.gov.tr</a> <a href="https://giris.turkiye.gov.tr/">https://giris.turkiye.gov.tr/</a>
<b>Hotline</b>	Alo 150
<b>Mail Address</b>	T.C. Cumhurbaşkanlığı Külliyesi 06560 Beştepe – Ankara
<b>Phone</b>	+90 312 590 2000
<b>Fax</b>	+90 312 473 6494

## 10.1. Project GM

Civil Servants Code and its relevant regulation provide for the grievance procedure for civil servants. - Pursuant to Article 21 of Law No. 657 (Civil Servants Law); Civil servants have the right to file a complaint and file a lawsuit against their institutions. Appeals and complaints (letter of application, petition etc.) are made by submitting the complaints to the next superior in the hierarchy after the employee's direct superior. Applications and complaints are examined and notified to the relevant party as soon as possible. The complaint must be concluded within 30 days, from date of receipt of the first disciplinary supervisor authorized to decide. Civil Servants who exercise their right to complain cannot be fined for their complaints. However, consultants (direct workers) and contracted workers in the project cannot use the grievance mechanism available to civil servants. They will be covered under a project GM.

GDCA has an existing grievance mechanism for its stakeholders, partners and project beneficiaries about the products and services provided and all grievances are submitted via GDCA hotline `Alo181` which is both accessible via phone and website . All complaints/opinions/suggestions coming to ALO181 will be directed to PIU by the call center officers.

Under the project GM, PIU employees and supervision consultants will be able to submit grievances related to labor and working conditions issues. Such grievances will be resolved and reported on separately from grievances submitted by project affected people. In addition, workers' grievance mechanism will be established to enable project workers to raise workplace concerns including Sexual exploitation and Abuse/Sexual Harassment (SEA/SH). The content and procedures of the new grievance mechanism is given below in detail.

## **10.2. Workers' GM**

The MoEUCC PIU, Supervision Consultant and Contractor will develop and implement a grievance mechanism for their workforce including sub-contractors, prior to the start of works. The workers' grievance mechanism will include; (i) a procedure describing the flow of the GM, (ii) timeframes to respond to grievances and to resolve cases, (iii) a register sheet to record and track the timely resolution of grievances; (iv) a contact person responsible to receive, record, address and track resolution of grievances. The workers of Feasibility Study Consultant will apply to PIU for their grievances through the project web site.

The Supervision Consultant, Contractor and PDoEUCC will record, solve the grievances of workers and report to PIU in monthly progress reports. The process will be monitored by the GM Contact person (social specialist) in the MoEUCC. MoEUCC will also record and resolve the grievances of its employees and compile all data gathered from different levels (Supervision Consultant, PDoEUCC and Contactor) in a central log.

The workers will be informed about the existence of the grievance mechanism which will be available to all project workers (direct and contracted; including the PIU staff) through notice boards, the presence of "suggestion/complaint boxes" and other means as needed. Besides, the workers' grievance mechanism will be described during the staff induction trainings, which will be provided to all project workers.

The mechanism will be based on the following principles:

- The process will be transparent and allow workers to express their concerns and file grievances.
- There will be no discrimination against those who express grievances and any grievances will be treated confidentially.
- Anonymous grievances will be treated equally as other grievances, whose origin is known
- Management will treat grievances seriously and take timely and appropriate action in response

Information about the existence of the workers' grievance mechanism will be available to all project workers (direct, contracted,) through notice boards, the presence of "suggestion/complaint boxes", call center, announcements during training, seminars, meetings, access link on main page of project website, project printed materials that will be distributed to workers, social media and other means as needed. The Project grievance mechanism will not prevent project workers to use other judicial or administrative remedies available under the law.

The project and workers' grievance mechanism will be established by Project effectiveness.

GDCA will develop and adapt its current grievance and complaints procedures and mechanisms for the project's necessities. The PIU will be responsible for managing grievance mechanism and responding to grievances and complaints received in the scope of the Project.

In addition, the project GM will include a channel to receive and address confidential complaints related with Sexual Exploitation, Abuse/Sexual Harassment.

## 11. Contractor Management

Construction, infrastructure and other contracts will include provisions related to labor and occupational health and safety as provided in the World Bank Standard Procurement Documents and national legislation.

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) and labor management procedures. This may include periodic audits, inspections, and/or spot checks of project locations and work sites as well as of labor management records and reports compiled by contractors. During the site visits and monitoring activities, the progress achieved, health and safety-related issues and child and forced labor employment status will be observed. If any dispute is determined the supplier will be notified to prevent the dispute in no more than 20 calendar days. If the dispute still exists after 20 calendar days, the agreement with the supplier will be terminated immediately.

Contractors that are managing the construction, infrastructure and other civil works of the Project will have the following duties, but their duties will not be limited to below mentioned:

- The Contractor is in the situation of Employer against their employees in accordance with the business scope.
- For the purpose to create a healthy and secure working environment; to determine the OHS precautions, to provide execution of such precautions, to monitor, audit and develop, to prevent the occupational accidents and occupational diseases, to provide first aid and emergency response to the workers and to provide protective health and safety services. Within this context, OHS Expert will review all kinds of written document that have been provided by the workplace doctor and obligated to return in writing to matters that have been objected in order to execute such determined actions.
- Responsible to provide tools and means, execute the organizations and take all kinds of precautions including the providing training and information to prevent occupational risks in order to protect the health and safety of the workers.
- They will have the continuous purpose and work on increasing the current situation and to make the health and safety precautions to be in accordance with the changing conditions.
- They will provide that the works do not pose additional risks to community health and safety and to take all necessary measures to ensure this.
- Contractor will provide training to all workers on the Code of Conduct and the grievance mechanism.

This LMP will be an annex to bidding documents for contractors. In the selection process of contractors, various criteria will be specified in tender documents such as previous works completed, previous experience, qualification of contractor's human resources, compliance in health and safety issues, precautions taken on child labor and forced labor employment. According to the selection criteria, the ones who comply the best will be selected as contractors.

## **12. Primary Supply Workers**

The MOEUCC will oversee the procurements of goods and materials requirements under the civil works.

Project Contractors will be responsible for procurement and supply of materials and equipment under the same conditions and specifications on ESHS aspects in its contracting agreements.

The primary suppliers to the sub-projects will be the companies that manufacture, pumps and valves, concrete, safety equipment, cement, iron, fixtures, lighting, rockwool, paint, PV panel and other construction material. These sectors are not known to involve significant risks of child labor and forced labor. However, throughout the life of the Project, necessary mitigation measures will be in place and implemented in accordance with this LMP, ESMF/C-ESMPs. In instances where local suppliers would be engaged, the PIU will carry out due diligence procedure to identify if there are significant risks that the suppliers use child labor or forced labor or exposing worker to serious safety issues.

In instances where foreign suppliers would be contracted, contractors will be required to inquire during their procurement process whether the supplier has been accused or sanctioned for any of these issues and 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 GDCA will use the World Bank's SPD documents for construction contracts, which covers remedies for non-compliances.

**ANNEX 1. Grievance Register Form**

<b>Reference No</b>	
<b>Full Name* (Anonymous applications are also received. If you want to keep your application anonymous, then please mark how you wish to be contacted below)</b>	
Please mark how you wish to be contacted (mail, telephone, e-mail).	E-mail (please provide e-mail) _____@_____
	Phone (please leave the phone number) (____) _____
	Posta (please provide mail address)
<b>Province/Town/Settlement</b>	
<b>Date</b>	
<b>Category of the Grievance</b>	
2. On assets/properties impacted by the project	
3. On infrastructure	
4. On decrease or complete loss of sources of income	
5. On environmental issues (ex. Noise, pollution, waste management)	
6. On employment	
7. On traffic, transportation and other risks	
9-Other (if confidential, please directly call the PIU):	
<b>Description of the Grievance</b> What did happen? When did it happen? Where did it happen? What is the result of the problem?	
<b>What would you like to see happen to resolve the problem?</b>	
<i>Although giving name and address is not compulsory, it should be kept in mind that during the feedback process regarding the grievance some problems may occur due to lack of information.</i>	

**Signature:**

**Date:**

**ANNEX 2. Grievance Close-Out Form**

Grievance closeout number:	
Define immediate action required:	
Define long term action required (if necessary):	
Compensation Required?	<input type="checkbox"/> YES <span style="margin-left: 150px;"><input type="checkbox"/> NO</span>
<b>CONTROL OF THE REMEDIATE ACTION AND THE DECISION</b>	
Stages of the Remediate Action	Deadline and Responsible Institutions
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

**COMPENSATION AND FINAL STAGES**

This part will be filled and signed by the complainant after s/he receives the compensation fees and his/her complaint has been remediated.

Notes:

*[Name-Surname and Signature]*

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

Of the Complainant:

Representative of the Responsible Institution/Company  
*[Title-Name-Surname and Signature]*



## ANNEX 3. Code of Conduct

### 1. Code of Conduct

#### **[Note to Client: for Supervision Consultants :**

*A minimum requirement for the Code of Conduct should be set out by the Client, taking into consideration the issues, impacts, and mitigation measures identified, for example, in:*

- *project reports e.g. ESIA/ESMP*
- *any GBV/SEA/SH requirements*
- *consent/permit conditions (regulatory authority conditions attached to any permits or approvals for the project)*
- *required standards including World Bank Group EHS Guidelines*
- *relevant international conventions, standards or treaties, etc., national, legal and/or regulatory requirements and standards (where these represent higher standards than the WBG EHS Guidelines)*
- *relevant standards e.g. Workers' Accommodation: Process and Standards (IFC and EBRD)*
- *relevant sector standards e.g. workers' accommodation*
- *grievance mechanisms.*

*The types of issues identified could include risks associated with labor influx, spread of communicable diseases, sexual harassment, gender-based violence, illicit behavior and crime, and maintaining a safe environment etc.]*

*[Amend the following instructions to the Consultant taking into account the above considerations.]*

*A satisfactory code of conduct will contain obligations on all Consultant's Experts and workers that are suitable to address the following issues, as a minimum. The consultants will prepare their own code of conduct based on this annex and during the implementation period all consultants and workers will be required to follow it. Additional obligations may be added to respond to particular concerns of the region, the location and the project sector or to specific project requirements. The code of conduct shall contain a statement that the term "child" / "children" means any person(s) under the age of 18 years.*

The issues to be addressed include:

1. Compliance with applicable laws, rules, and regulations
2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Consultant's Experts, the Client's personnel, and the Contractor's personnel, including sub-contractors and day workers (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)
3. The use of illegal substances
4. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Consultant's Experts, the Client's personnel, and the Contractor's personnel, including sub-contractors and day workers (for example, on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status)
5. Interactions with the local community(ies), members of the local community (ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture and traditions)
6. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)
7. Violence, including sexual and/or gender-based violence (for example acts that inflict physical, mental or sexual harm or suffering, threats of such acts, coercion, and deprivation of liberty)
8. Exploitation including sexual exploitation and abuse (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading behavior, exploitative behavior or abuse of power)

9. Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behavior towards children, limiting interactions with children, and ensuring their safety in project areas)
  10. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
  11. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection)
  12. Respecting reasonable work instructions (including regarding environmental and social norms)
  13. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)
  14. Duty to report violations of this Code
  15. Non-retaliation against personnel who report violations of the Code, if that report is made in good faith
- The Code of Conduct should be written in plain language and signed by each Expert to indicate that they have:*
1. received a copy of the code,
  2. had the code explained to them,
  3. acknowledged that adherence to this Code of Conduct is a condition of employment, and
  4. understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.

*A copy of the code shall be displayed in the Engineer's office. It shall be provided in appropriate languages.*