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Guidance Tool

*for Construction Companies
in the Middle East*

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Foreword

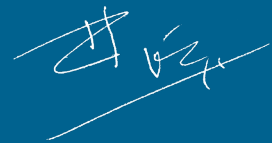
The construction industry is a major economic sector in the Middle East, with the local labour market demand continuing to show growth as a result of mega-development projects.

While many attempts are being made to transform countries in the Middle East - and particularly the Gulf states - into knowledge economies, to attract nationals and high-skilled migrants; the construction sector will continue to bring in large numbers of lower-skilled migrant workers, as many jobs in the sector cannot be mechanized, nor are attractive to nationals. Employing a significant proportion of migrant workers brings several challenges for companies seeking to comply with labour standards and responsible business practices. This Guidance Tool aims to support companies in this regard. It builds on the growing awareness of, and adherence to, a culture of health and safety and it looks at other issues such as recruiting from abroad; managing a workforce of varying languages, skill and training levels; ensuring that workers do not pay to secure employment, and timely and accurate payment of wages.

The International Labour Organization (ILO) Regional Office for Arab States and the International Organisation of Employers (IOE) are committed to supporting employers throughout the construction sector supply chain to promote a productive relationship between workers and employers. This Guidance Tool is intended to help construction companies integrate labour standards into their business practices, to improve workers' quality of life, and to promote a strong and fair construction industry, which remains competitive and productive at the highest levels.



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Thanks is also given to Building Responsibly, an industry coalition working to promote the rights and welfare of workers, particularly Jess Verdon (MULTIPLEX), Philip Vaughn (Fluor) and Henriette McCool (Vinci). More information about Building Responsibly is available at www.buliding-responsibly.org.

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Introduction

In the face of shifting labour market trends within both the Middle East region and the construction sector, the ILO and IOE have identified the need for specialised resources that allow enterprises to develop internal policies and procedures that support their adherence to national and international labour laws and standards. This Guidance Tool aims to support companies engaged in the construction sector to improve their productivity, competitiveness and reputation; as well as to pursue new opportunities in an international business climate, which is increasingly focused on adequate and effective protection at work for all.

Since 1919, the ILO has been tasked with promoting labour rights, encouraging decent work¹ opportunities and strengthening dialogue between employers, workers and governments. The ILO has a key role to play in promoting synergies and trust with the business community, to demonstrate the benefits of complying with a high level of labour standards and to demonstrate the links to improved productivity and business competitiveness.

The IOE is the largest private-sector network in the world, with more than 150 employer and business membership organization members and representing more than 50 million companies. The IOE has been recognised for its unique expertise, advocacy and influence as a powerful and balanced voice for business at the international level. The IOE has acted since its establishment as the Secretariat for the Employers' Group in all of the ILO's tripartite bodies. IOE provides technical and political support to the Employers' Group in ILO governance structures and ILO meetings, including the International Labour Conference, the Governing Body, tripartite technical, sectoral and expert meetings, and regional and country-level meetings. The IOE will celebrate its 100-year anniversary in 2020.

¹ Decent work sums up the aspirations of people in their working lives. It involves opportunities for work that are productive and deliver a fair income, security in the workplace and social protection for families, better prospects for personal development and social integration, freedom for people to express their concerns, organize and participate in the decisions that affect their lives and equality of opportunity and treatment for all women and men. See: www.ilo.org





Part A:

Understanding the issues

A1. The purpose and scope of this tool

Who is this Guidance Tool for, and how can companies use it?

This Guidance Tool is intended for companies operating in the construction sector in the Middle East and particularly the Gulf Cooperation Council (GCC). Companies can use this practical and flexible tool to enhance their ability to comply with national and international labour standards.

The workplace challenges that are examined in this guidance relate to compliance with Fundamental Rights and Principles at Work,² occupational safety and health (OSH), wages, working time, working conditions and fair recruitment. The Tool considers the context of all workers within a company's operations, including those who are employed by subcontractors or labour supply companies.

The ILO's comprehensive system of labour standards, which are directed at States, covers all matters related to work, with the aim of promoting fair and decent work for all workers, and creating a level playing field for companies. The standards are contained within ILO Conventions and Recommendations, which are developed through consultative processes involving governments, workers' and employers' organisations. In addition to the Fundamental Principles and Rights at Work³ that apply to all workers, there are specific standards that address the types of work or workers that are most vulnerable to work-related harm.

Actors in a construction project and their areas of influence for protection at work

Multiple actors are involved in the various stages of construction projects – from the planning and design phase to the finalization of the project. The following section outlines the roles of actors involved in a construction project and their responsibilities.

Client

At the heart of any construction project is the client who commissions and pays for the construction of the project. A client may be a public or private entity, or a combination of both. A client can have an important role to play through the choice of companies with which to engage and setting procurement and standards for contractors to follow. These standards may seek to address and manage environmental or social risks, such as human rights, labour and working conditions.

² Set out in the Fundamental Rights and Principles at Work Declaration, 1998, these are defined as: freedom of association and the effective recognition of the right to collective bargaining, the elimination of forced or compulsory labour, the abolition of child labour and the elimination of discrimination in respect of employment and occupation.

³ See Annex 1 for details on other relevant instruments.



Financial institutions

Financial institutions fund projects initiated by clients. Financial institutions can set responsible investment standards to determine their investments. Many financial institutions are familiar with the Equator Principles or International Finance Cooperation Performance Standards, and use those as a framework to influence companies to act responsibly.

Third party monitors

Third party monitors are external actors who may be engaged as consultants by the client or sub-contracted by the principal contractor. Their role includes detecting issues of concern, ensuring compliance with local and international regulations and quality standards, and providing advice on technical solutions.

(Principal and Sub-) Contractors

Contractors often carry out a substantial part of the actual construction work. They are usually selected by the client through competitive bidding for the contract. The client's requirements are set out in a brief and the contractor is expected to demonstrate how they will deliver to the client's expectations and will cite a price for doing so. The principal contractor awarded a contract will in most instances outsource portions of the contract in the form of packages to sub-subcontractors.

Recruitment agencies

Recruitment agencies are often used by contractors and frequently source workers from abroad. Their responsibilities may include: job advertisement, information dissemination, worker selection, transport provision, placement into employment and facilitation of return to the country of origin where applicable.

Labour supply companies

Labour supply companies, also known as 'manpower' supply agencies, are usually subcontracted by contractors to provide additional workers for the project. Labour supply companies are often able to provide skilled construction workers to the construction site at short notice and may be used to supplement the workers that the contractor hires through the recruitment agencies or through other means.

Figure 1.

A typical project cycle and the ways that each actor could positively influence protection at work for all

PROJECT CYCLE



A2. The business case for protection at work standards

Making the business case for improving protection at work

Enterprises are increasingly incorporating protection at work practices into their businesses not only for legal compliance, but also because they expect to receive multiple benefits as a result. Good practices allow enterprises to improve their *productivity* in the short term and to improve their *competitiveness* in the long term as they reduce risks and capitalise on emerging opportunities.

Integrating the vision of protection at work into the business management of an enterprise can be done by viewing protection at work policies as an integral component of business operations, rather than as an external obligation to be fulfilled.

Globally, and specifically in labour sourcing GCC countries, there continue to be significant and rapid legal developments relating to employment practices, recruitment and labour mobility. For example, in 2005, GCC countries began to introduce legislation banning outside work during the hottest part of the day in the summer months. This legislation (and its strict enforcement) rapidly changed the regulatory landscape for construction companies. Being prepared for regulatory reform can help forward-thinking companies to make prospective changes and thus more quickly adapt and capitalize on future reforms.

BUSINESS CASE FOR PROTECTION AT WORK FOR ALL

Improving worker protection at work practices can result in improved productivity and thus increased competitiveness; as well as opening new business opportunities, while protecting and promoting the reputation of the business and assuring its adherence to legal compliance.

REDUCE REPUTATIONAL RISK

Reputational damage can be caused by several factors, including chronic neglect of protection at work for certain categories of workers (such as subcontracted workers), and can have wide-ranging effects on business operations, impacting investors, clients, consultants and other partners and subcontractors.

OPEN NEW BUSINESS OPPORTUNITIES

As part of the global trend of focusing on business and human rights, and protection at work more specifically, clients and investors are now seeking to work with partners and contractors that have strong labour, environmental, social and governance practices. By recognising this trend and aligning their business practices accordingly, a contractor in the construction sector may develop a competitive advantage in seeking new business opportunities. For example, companies may gain access to preferential financing rates, as various multinational banks grant funding only to firms that comply with the labour legislation.

Additionally, following protection at work standards that comply with labour legislation generates further confidence and commitment from investors.

RETAIN THE WORKFORCE AND IMPROVE PRODUCTIVITY

Implementing protection at work standards throughout business operations can lead to a reduction in rates of accidents, absenteeism and staff turnover; which in turn have a positive effect on performance and productivity. For example, workers who are fairly recruited and are paid on-time are less likely to seek to terminate their contract early. Furthermore, lower turnover also results in a reduced need to conduct additional recruitment, which in turn reduces costs and exposure to human rights risks.

IMPROVE THE COMPETITIVENESS OF THE COUNTRY

In the Gulf region, where most construction and infrastructure projects are joint ventures or initiated by public sector clients, the reputation and performance of operations can have an effect on the international reputation of the country. Compliance with labour legislation and introduction of protection at work policies into business practices have a positive impact on global indices and rankings, which in turn affect investor confidence.

Box 1.

Could my business be associated with forced labour?

Your company may comply with the highest labour standards in its direct operations; however, there may be indirect indications of forced labour if your subcontractors or other companies in your supply chain are involved in the following conduct:

- ➔ Workers have paid recruitment fees which may constitute 'debt bondage' because they bind the worker to the employer for a long or indefinite period in order to pay back the incurred fees
- ➔ Late payment of wages
- ➔ Workers not able to keep their passports

According to the UN Guiding Principles on Business and Human Rights, your company should seek to eliminate practices that cause, contribute or are directly linked to human rights abuses. For example:

Company involvement	Examples
A company may cause human rights harm.	Forcing its own workers to work to pay off recruitment debts, to work unpaid overtime, or to work in dangerous conditions. Preventing workers from organizing or joining unions.
A company may contribute to human rights harm through a business relationship (e.g. with a supplier, customer or government) or through its own actions in tandem with other parties' actions.	Failing to pay recruitment fees and related costs and using rogue recruitment agents or sub-agents that charge workers and create recruitment debts.
A company may be linked to an incident of human rights harm through the actions of an entity with which the company has a business relationship.	Procuring building materials that have been made with forced labour. Using a subcontractor to provide security services at the construction site, and that subcontractor forces security guards to work unpaid overtime, even though such abuse is not incentivized by the company.

Resources: *Building Responsibly (2018) Business Case for Engineering & Construction Companies to Promote the Rights and Welfare of Workers*
 ILO. 1998. Declaration on Fundamental Rights and Principles at Work, available at <https://www.ilo.org/declaration/lang--en/index.htm> with supporting resources.
 ---. 2014. Business guidelines: Measure and Improve your Labour Performance.
 OHCHR (2011) Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework
 ---. 2015. Combating forced labour: A handbook for employers and business (Geneva), available at https://www.ilo.org/global/topics/forced-labour/publications/WCMS_101171/lang--en/index.htm
 ITC-ILO. 2015. A Guide on CSR and Human Rights - what does it mean for companies in supply chains? (Turin, International Training Centre of the ILO), available at https://www.itcilo.org/sites/default/files/inline-files/A_Guide_on_CSR_and_Human_Rights_FINAL.pdf

Going further: Influencing change in the construction industry

In carrying out their responsibility towards respecting human rights, construction companies should take all necessary steps to prevent harm that they may cause, contribute to or be linked with; and use their leverage to mitigate their impact to the greatest extent possible.

In situations where harm is directly linked to a company's operations, products or services by or through its business relationship with another entity, the company needs to consider four elements: (i) its leverage over the concerned entity; (ii) how crucial the relationship is; (iii) the severity of the abuse; and (iv) whether terminating the relationship with the entity itself would have adverse human rights consequences.

Leverage can also take the form of collective action with other stakeholders and companies within the industry to collectively establish and raise protection at work standards. When larger companies join together to agree on minimum standards, this signals to other companies and sub-contractors that protection at work is important, and may reduce the risk of competitors undercutting these standards by weakening protection at work.

For example, Building Responsibly is a group of leading engineering and construction companies working together to raise the bar in promoting the rights and protection at work of workers across the industry.⁴ Building Responsibly developed a set of ten Principles to serve as the global standard on worker protection at work for the engineering and construction industry (Annex 2). The Building Responsibly Principles address key areas of worker vulnerability and aim to raise standards and level the playing field so that competitiveness is not at the expense of the worker. Given differing local and national requirements and external guidelines, these Principles establish a common, global baseline for the treatment of workers in the engineering and construction industry. By collectively committing to and promoting these Principles, the group seeks to foster a business environment that advances the safety, security, and protection at work of all people; especially those working in the construction sector.

Using collective action can also help principal contractors influence behaviours higher up the contracting chain, including with clients. Primary contractors have a responsibility to raise worker protection at work issues with the client and to ensure that protection at work is integrated into project planning and pricing. Working collectively to identify key protection at work issues and to develop common standards and industry-appropriate solutions increases the leverage that companies can apply in their discussions with clients and project consultants.

⁴ Building Responsibly was launched in February 2017 by six industry-leading engineering and construction companies. It is a global, business-led coalition committed to promoting the rights and protection at work of workers. The initiative hinges on the belief that pre-competitive collaboration is essential for companies to improve standards, policies, and practices to accelerate impact across the industry. The founding members are Bechtel, Fluor, Jacobs (formerly CH2M), Multiplex, Vinci, and Wood (formerly Amec Foster Wheeler) and the total number of people employed by Building Responsibly members reaches 402,000. For more information see: building-responsibly.org.



Part B:

Addressing the key areas of concern

B1. Establishing fair recruitment and labour contracting practices

The structure of the construction sector labour market may require the large-scale recruitment of workers from abroad, as different stages of a project may require workers of varying skill sets at relatively short notice. This often leads principal contractors to utilise recruitment agencies and subcontracting labour supply companies to meet the project's labour requirements.

Monitoring layers of subcontractors – especially when they extend to a worker's country of origin – is challenging for the principal contractor. Key risks include workers being misled about the nature of their work or being charged recruitment fees and related costs at various stages in the recruitment process – both of which are considered elements of forced labour.

Research from 2014 comparing workers' migration costs against monthly earnings in certain migration corridors found that the costs of recruitment varied and ranged between 1 and 9.2 months' earnings. For example, Bangladeshi migrants traveling to Kuwait were reported to have paid USD 3,136 for their recruitment, and earned USD 347 per month; accordingly, it took them 9 months to pay off their recruitment debt.⁵

Recruitment agencies

KEY IDEAS ON THE USE OF RECRUITMENT AGENTS

The contractor should consider only contracting registered recruitment agencies and ensuring that the agency does not charge workers any recruitment fees and related costs as per their definition set out in the ILO General Principles for Fair Recruitment and Definition of Recruitment Fees and Related Costs.

⁵ Abella, M. (2018) The High Cost of Migrating for Work to the Gulf, in: P. Fargues and N.M. Shah (eds) Migration to the Gulf: Policies in Sending and Receiving Countries. Gulf Research Centre.

CONSIDERATIONS FOR WORKING WITH RECRUITMENT AGENTS

	YES	NO
Does your company have a recruitment policy that guides the selection of recruitment agencies and requires that they are reputable and regulated?		
Does your company have a recruitment policy or procedure that states that recruitment fees and related costs will be borne by the employer?		
Do the policy or procedures state that workers shall not be charged any amount to secure a job? Is this clearly communicated to jobseekers during the recruitment process and reiterated to workers upon arrival?		
Does your company have a process for ensuring that recruitment agencies:		
→ have not been cited, suspended, or otherwise sanctioned for non-compliance with any laws in any country of operation?		
→ have valid licenses or permits to operate in all countries of operation (and their partners)?		
→ operate in accordance with fair and ethical recruitment principles, including prohibitions on the use of forced labour and charging of workers?		
Does your company's contract with recruitment agencies specify that recruitment must be conducted in accordance with the company's recruitment policy and fair and ethical recruitment principles? Does the contract specify that workers will not be charged, and that fees or costs will be paid by the company?		
Does your company have mechanisms for monitoring the recruitment process to ensure that no deception, fraud, coercion and/or charging of workers takes place during the recruitment, placement, transportation or management of migrant workers? For example, does your company conduct audits and/or safely question workers about their recruitment?		
Does your company and/or the recruitment agencies contracted have a confidential mechanism for jobseekers or workers to raise complaints, and a procedure for ensuring that complaints are addressed quickly, and complainants are protected?		
What steps does your company take if it finds that a recruitment agency has breached the company recruitment policy? Does the company ask the relevant recruiter to reimburse the workers according to contractual arrangements and register this breach? Or does your company reimburse workers directly for charges they have been required to pay?		



Figure 2.

Preventing worker charges in the recruitment process



Labour supply companies

KEY IDEAS ON THE USE OF LABOUR SUPPLY COMPANIES

Contractors can assist labour supply companies in meeting their protection at work responsibilities and can additionally include language specifically relating to the protection at work responsibilities in the agreement with labour supply companies, to ensure that workers are not charged any recruitment fees and related costs.

CONSIDERATIONS FOR WORKING WITH LABOUR SUPPLY COMPANIES

	YES	NO
Does your company have a process for ensuring that labour supply companies have:		
A commitment to labour standards under national laws in the country of operation and the capacity to ensure protection at work, including necessary training, equipment and other resources?		
No history of worker abuse or exploitation?		
The necessary permits or licenses required under national law?		
Do your contracts with the labour supply companies:		
Require a commitment to the labour supply company's protection at work policy?		
Specify the respective responsibilities of the company in relation to protection at work issues, including wages, living conditions, safety and health?		
Set out the penalties for non-compliance with the company's protection at work policy?		
Does your company have mechanisms for monitoring the conduct of labour supply companies to ensure that they comply with the company's protection at work policy?		
Does your company allow workers employed by labour supply companies to access company grievance mechanisms to report protection at work issues?		
Does your company have a remediation procedure that can be used to resolve and remedy protection at work issues impacting workers employed by labour supply companies?		

Employment contracts

Employment contracts outline the terms and conditions of employment – including the type of work to be performed; remuneration and regularity of wage payment; normal hours of work; annual leave and daily and weekly rest periods; provision of food and accommodation; and terms of contract termination and repatriation. The contract serves as the backbone to the employment relationship – protecting both the workers' and employers' rights.

Due to the nature of international recruitment of migrant workers, "contract substitution" is a prevalent issue. In some cases, workers are recruited on the understanding that they will be performing a specific job for a given salary, only to find, on arrival in the country of destination, that their contract and visa require

them to perform a different, often lower-paid job. Such substitution is difficult for workers to remedy, particularly when they have incurred recruitment debts and their right to remain in the country is tied to their employer. It is also difficult for companies to identify that their workers may have experienced this without central regulation and document monitoring.

Some countries have put in place measures to prevent contract substitution. For example, in the UAE, a government issued job offer, given to workers before departure, is now signed and filed with the UAE Ministry of Human Resources and Emiratization prior to issuance of a work permit. Qatar has also established “visa offices” in some countries of origin and use electronic documentation of contracts or job offers to prevent contract substitution.

KEY IDEAS ON EMPLOYMENT CONTRACTS

- All workers should receive a written employment contract prior to deployment.
- The contract should conform to minimum standards for pay and conditions and be in a language that the worker reads or understands.
- The contractor should put in place mechanisms to check that the employment contract signed in the country of origin matches the official contract used to obtain the workers’ visa and is not altered or substituted without the fully informed consent of the worker.

CONSIDERATIONS TO HELP PREVENT AND ADDRESS CONTRACT SUBSTITUTION

	YES	NO
Are all jobseekers clearly informed of the terms and conditions of their employment at the recruitment stage?		
If workers are not recruited directly, does your company have a means to verify that workers have been clearly informed by the recruitment agency? For example, does the company audit, inspect or accompany recruitment agents during this process?		
Are all workers provided with a signed copy of their original contract, in a language they understand, prior to deployment?		
Do employment contracts clearly specify the rights and responsibilities of workers regarding wages; conditions of work; hours of work, including regular hours and overtime requirements; days off and annual leave; accommodation; and termination procedures?		
Does your company check that the details of wages and working conditions described at the point of recruitment are consistent with the details contained in the employment contract at the time of hiring, and with the actual job conditions and responsibilities?		
Does your company interview new workers regarding their understanding and expectation of working conditions? For example, as part of the orientation process.		
Does the company policy prohibit the substitution of original contract provisions with those that are less favourable to the worker?		
Is this policy communicated to workers, recruiters, and subcontractors?		
Does your company have safeguards to ensure that any changes to working conditions are made with the knowledge and consent of the worker?		
Does your company have a system for checking contract changes to ensure that no changes are made that disadvantage or endanger the worker, or diminish the rights or wages in the original contract?		
Are workers informed of company grievance mechanisms through which they may safely and easily raise any issues regarding their contract?		

B2. Identifying and responding to late, non-payment and underpayment of wages

Preventing wage delay throughout the subcontracting chain⁶

Wage delay in the construction sector often occurs due to the structure of the subcontracting chain. For example, on large construction projects it is common for the client to make periodic 'interim' payments to the principal contractor for work completed in the previous period, these payments then flow from the principal contractor down to its own sub-contractors, and so on. Additionally, this complex and multi-layered process may be delayed further when claims are queried, challenged or refused. Workers employed by subcontractors, impacted by delayed payment for services rendered, may be at risk of delayed payment of wages. Recognising the impact of payment delays to contractors on workers employed on a project is the first step towards addressing wage delay. Contractors can also try to counteract the practice of 'pay when paid' by setting up a ring-fenced fund to pay their subcontractors even if a payment by the client or principal contractor is delayed.⁷

Wage delays may impact workers adversely in several ways, for example they may be unable to procure necessities, they may be forced to take on debt or fall behind on debt repayment, and may additionally be unable to send regular remittances, upon which their families rely.

Electronic wage protection systems

Electronic wage protection systems (WPS) were pioneered in the Gulf region as a means of tracking and ensuring the payment of workers' salaries by requiring that payments are made directly into workers' bank accounts. The WPS also transfers payment data to the Ministries of Labour in the relevant country, enabling them to detect salary delays, non-payments and underpayments. The ministries may then impose penalties on companies that fail to pay their workers on time. The introduction of WPS has had some success in ensuring the timely payment of wages, but it is limited in its ability to detect underpayments and other fraudulent practices. Key issues include:

- 1. Reconciliation of the wage paid and the contract agreement.** It is not clear that the basic salary and other allowances (such as food and accommodation), as stated in the employment contract, can be independently and electronically matched with the actual wages paid, which may additionally include a variable overtime component.
- 2. Some employers may withdraw the salaries deposited using the employees' wage or pay cards.** The WPS cannot identify this kind of practice, unless workers themselves make a formal complaint, but this is rare as workers may fear confrontation and losing their jobs.
- 3. Many small contractors and labour supply companies have not registered their workers with the WPS.** In such cases, workers cannot benefit from the WPS protections. Additionally, the costs

⁶ See further Wells, J., 2017. Exploratory study of good policies in the protection of construction workers in the Middle East – ILO white paper (Beirut, ILO, Regional Office for Arab States)

⁷ 'Pay when paid' is a practice where principal contractors are not obliged to pay their subcontractors until they have received payment from the client (and subcontractors in turn are not obliged to pay their subcontractors until they have received payment from the contractor in the tier above).

associated with procuring customised software to process payroll, or the use of a separate company to compile payroll correctly, may be a major barrier to implementation by smaller companies.

4. **There is uncertainty around the circumstances in which penalties for non-compliance are imposed by the relevant government authority.**

Due to these limitations, contractors still have a role to play in ensuring that wages are paid correctly and on-time.

CONSIDERATIONS FOR AVOIDING PAYMENT DELAYS

	YES	NO
Does your company check of the subcontractors payment schedules allow for the timely payment of workers' wages?		
Has your company set up a project-specific bank account or lodged bank guarantees to ensure that funds are available for wage payments?		
Are all the workers on your projects registered with the WPS?		
Do workers receive monthly pay-slips that show a break-down of their salaries with any deductions and overtime?		
Does your company have independent monitoring and auditing of your subcontractors' payment practices, including ensuring that workers have sole possession of their bank cards?		
Is there an easily accessible grievance and compensation mechanism for workers to report non payment of wages?		

Box 2.

Project bank accounts

In some cases, a client and the principal contractor may consider setting up a project bank account (PBA), which is a 'ring-fenced account' to ensure the prompt payment of monies owed to subcontractors throughout the project, by making payments directly to the main sub-contractors in accordance with agreed payment arrangements. The client maintains adequate funds in the account to cover the work as it is completed and other project costs. This system ensures that funds are available when payment is required, and that money flows directly to the subcontractors without delay. For example:

- A subcontractor makes a request to the general contractor for the payment of each item of equipment, material and labour costs. Once all requests are approved, they are submitted to the client
- After checking, the client approves the payment requests, item by item, for the general contractor, subcontractor, equipment and material suppliers, and the workers
- The client makes payment of the full amount to the general contractor's Subcontract Payment Monitoring System (sPMS) account
- The general contractor, subcontractors, equipment and material supplier, and labour providers can only withdraw amounts designated and approved by sPMS

KEY IDEAS ON PREVENTING WAGE DELAY

1. Workers are entitled to be paid their wages on time and in full.
2. Clients and contractors should ensure that their conduct does not contribute to delayed wage payments for workers they employ, or workers employed by their subcontractors.
3. Clients and contractors should ensure that all payments for services rendered are made to subcontractors on schedule and without unnecessary delay or withholding.

The Construction Supply Chain Payment Charter

The Construction Supply Chain Payment Charter is administered by the UK Chartered Institute of Credit Management and aims to promote fair payment practices in the construction sector. By becoming a signatory to this Charter, an organisation agrees to apply the fair payment commitments in its dealings with its supply chain, to be monitored for the purposes of compliance by reporting against a set of agreed key performance indicators (KPIs), and to consider the performance of its supply chain against the agreed KPIs when awarding contracts.

The Charter signatories agree that on all new construction contracts they will meet the fair payment commitments, including:

- ➔ Making correct full payment as and when due for all work properly carried out, or products supplied, in accordance with the contract. Any withholding of payment due to defects or non-delivery is proportionate, and clearly, specifically and demonstrably justified in line with the arrangements set out in the contract.
- ➔ Not deliberately delaying or unreasonably withholding payment.
- ➔ Ensuring that payments are made to the supply chain not more than 45 calendar days from the end of the Calendar month in which the work is carried out or products are supplied.
- ➔ Either not withholding cash retention or ensuring that any arrangements for retention with the supply chain are no more onerous than those implemented by the client in the Tier 1 contract.

For further details see <http://www.promptpaymentcode.org.uk/cscpc.htm>

CONSIDERATIONS FOR PREVENTING WAGE DELAY

	YES	NO
For each project, has your company assessed how and where wage delays may occur in the supply chain?		
Does your company register all workers employed directly with the Wage Protection System?		
Does your company have a policy that prioritizes payment of wages on time and in full?		
Does your company have a procedure that requires the payment of subcontractors according to an agreed schedule, without delay and without unnecessary withholding?		
Do your company's contracts with subcontractors:		
Set clear timeframes for payments		
Set procedures for late payments, including the suspension of activities by subcontractors in cases of non-payment		
Make clear that all workers should be registered with the Wage Protection System, and that payment of workers should be prioritized and not delayed?		
Include minimal or no cash retention		
Has your company approached the client to consider the use of a project bank account to 'ring-fence' money and ensure that it is available to pay wages when due?		
Does your company have a grievance mechanism through which workers may make complaints about delayed wages (e.g. an independent hotline)? Is this mechanism available to workers who are both directly employed or indirectly employed through subcontractors and labour supply companies?		
Does your company have a procedure for remediating grievances relating to delayed wages, including the possibility of the company paying wages owed to workers employed by subcontractors or labour supply companies if the latter fail to do so?		

B3. Protecting worker occupational safety and health (OSH)

The nature of construction work is hazardous, and in the Middle East context this is compounded by high temperatures, the variety of languages spoken on-site, and the relatively limited skills-training prior to job commencement.⁸ The most common and most serious types of accidents in the region are falls or being crushed by falling objects, followed by misuse of tools. Illnesses caused by extreme heat and dust are also a problem in the region. Despite a ban on midday work which has been adopted by all GCC countries, climate change is expected to increase the frequency and intensity of heatwaves, meaning that fixed restrictions on working hours may not be sufficient to guard against heat stress.⁹

KEY IDEAS ON PROTECTING WORKER SAFETY AND HEALTH

1. The company acting as principal contractor should have a comprehensive Occupational Safety and Health (OSH) management system in place that is followed on all project sites.
2. OSH considerations should be embedded throughout the subcontracting chain and be included in the earliest stages of project planning.
3. A principal contractor should ensure that all workers employed directly, and those employed by subcontractors and third parties within its supply chain, know how to access medical care and where applicable, are covered by comprehensive medical insurance.

Box 3.

ILO Safety and Health in Construction Convention

The ILO Safety and Health in Construction Convention, 1988 (No. 167) provides for detailed technical preventive and protective measures having due regard for the specific requirements of this sector. These measures relate to safety of workplaces, machines and equipment used, work at heights and work executed in compressed air. The Convention makes the principal contractor responsible for coordinating the prescribed health and safety measures and for checking compliance with such measures. When the principal contractor is not at the site, the company should nominate another person to assume these responsibilities. Each employer working on the site remains responsible for the application of the prescribed measures in respect of the workers placed under their authority, but all employers or self-employed workers on site at the same time have the duty to cooperate.

An approach that invites not just employers but also workers and government to engage in a responsible manner at the national level in creating a safety and health culture and reinforcing national efforts to reduce occupational accidents, injuries and disease is key. Society as a whole needs to be part of the wider solution of creating a mentality and culture of safety and health that will support employers' efforts to reduce accidents at work in all sectors of society, including construction.

⁸ Wells, J.(2017). Exploratory study of good policies in the protection of construction workers in the Middle East. ILO, Regional Office for Arab States, Beirut.

⁹ ILO, (2019). Working on a warmer planet: *The impact of heat stress on labour productivity and decent work*. ILO – Geneva, p.53.

In many countries in the Middle East, legal responsibility for OSH is placed on the direct employer of the workers, which may or may not be the principal contractor. However, it is now widely recognised that the best practice in OSH starts in the pre-contract stage when projects are being planned and budgeted. This means that clients, project designers, consultants and principal contractors must all be engaged with OSH issues from the very beginning. As the project progresses, the company that is the principal contractor should ensure the implementation and compliance with the agreed OSH management system (or at least, the minimum legal standards set in the domestic legislation). In doing so, the focus should continue to be on the prevention of OSH issues, by putting in place measures that control or reduce OSH risks before they arise.

CONSIDERATIONS FOR ASSESSING AND ADDRESSING OSH RISKS ON CONSTRUCTION SITES¹⁰

	YES	NO
Does your company have an OSH policy that covers all workers (directly employed and sub-contracted) and all aspects of a project, including the work site and accommodation?		
Has the policy been developed in consultation with workers and other stakeholders?		
Does the policy or procedure include guidance on health insurance coverage?		
Does the policy address all relevant OSH issues, including issues prevalent in the construction context, such as falls and heat-related illnesses?		
Are the policy and relevant OSH procedures and prevention measures communicated to workers and to subcontractors in a language they can understand?		
Are the policy and related procedures regularly reviewed and updated?		
Has the company and/or client conducted a risk assessment during the planning phase of each project, and included OSH considerations in its construction phase plan and tender pricing?		
Does your company incorporate its OSH policy into agreements with sub-contractors and encourage sub-contractors to demonstrate:		
→ Their adoption and use of OSH management systems?		
→ That all workers are trained in OSH, as relevant to their positions, including how to safely operate tools and machinery?		
→ That new workers are provided with site-specific OSH training as part of their induction, and all workers are provided with the necessary protective equipment?		
Has your company, in collaboration with the client, ensured adequate resources for health and safety requirements for each project? This may include collective safety equipment, as well as personal protective safety equipment, and first aid equipment.		
Has your company established OSH committee with remit to address health and safety issues?		
Has your company clearly allocated responsibility for OSH on each project, both at the work site(s) and accommodation? Do all responsible individuals receive training and guidance in implementing the OSH policy?		
Does your company monitor OSH by conducting worksite inspections, and recording and investigating accidents and other OSH issues for all shifts, including the night shift? Does your company regularly review OSH data to assist in identifying areas of risk and developing strategies for prevention?		

¹⁰ ILO (2009) Guidelines on occupational safety and health management systems (2nd Edition), International Labour Office, Geneva; and ILO (2017) Conducting labour inspections on construction: A guide for labour inspectors, ILO, Geneva, which contains detailed checklists of OSH control measures on construction sites.

ILO 5 Step Guide on Risk Assessments

The ILO has produced a 5-step guide for employers, workers and their representatives on conducting workplace risk assessments.¹¹

The 5 steps outlined in the Guide are:

Step 1: Identify actual and potential hazards

Step 2: Identify who might be harmed and how

Step 3: Evaluate the risk, identify and determine the health and safety risk control measure

Step 4: Record who is responsible for implementing which control measure, and the timeframe

Step 5: Record the findings, monitor and review the risk assessment, and update when necessary.

Resources

IOE Factsheets: Available at <https://www.ioe-emp.org/en/policy-priorities/occupational-safety-and-health/>

ILO, 2009. *Guidelines on occupational safety and health management systems (2nd Edition)*. [Geneva]

ILO, 2013. *A 5-step guide for employers, workers and their representatives on conducting workplace risk assessments* [Geneva]

ILO, 2017. *Conducting labour inspections on construction: A guide for labour inspectors* [Geneva]

ISO 45001:2018. *Occupational health and safety management systems - Requirements with guidance for use*

¹¹ See http://www.ilo.org/safework/info/publications/WCMS_232886/lang-en/index.htm for the full Guide.



B4. Group labour accommodation

Migrant construction workers, particularly on large projects in the GCC, often live in purpose-built accommodation provided by their employers. The health and safety standards of accommodation facilities should also consider the wellbeing of workers and recreational avenues. Employers may also consider the mental and psychosocial health of their migrant workforce, and provide appropriate prevention and treatment services, such as peer support programmes and psychological consultations, if needed.

KEY IDEAS FOR GROUP LABOUR ACCOMMODATION

1. The company should provide safe, secure and decent accommodation for all workers in accordance with international guidelines and standards as well as national legislation.
2. Workers' accommodation and their facilities, such as those designed for recreation and wellbeing, should be specifically addressed in project planning and costing.
3. The company should inspect all workers' accommodation and their facilities to ensure that they comply with national and international standards for health and safety.

CHECKLIST IDEAS

	YES	NO
As part of the project planning process, has your company assessed accommodation requirements and costs, including the size and nature of the workforce and the availability of existing housing?		
Has your company identified the applicable international standards and relevant national and local regulations, including those relating to building, sanitation, and water quality?		
Has your company assessed the proposed or existing accommodation against the relevant minimum standards identified, including considerations such as the distance from the project?		
Does your company have in place an accommodation management plan covering health, safety, security, and rights of workers?		
Does the company regularly review the accommodation management plan?		
Has your company appointed and trained staff or contractors to manage the accommodation in accordance with the management plan?		
If contractors are responsible for the management of the accommodation, does the contract specify:		
→ The minimum standards to be adhered to		
→ The management plan to be implemented		
→ Reporting requirements		
→ Periodic independent inspections		

→ Processes for remediation where minimum standards are breached		
Does your company provide for the establishment of worker accommodation committees – comprised of representative workers – that can raise issues with management?		
Does your company provide workers with access to grievance and conflict resolution mechanisms, which they can use to raise issues relating to living conditions? Can these mechanisms be used anonymously? This may include complaints boxes at the accommodation, managed by your company, or an independent hotline.		
Has your company considered providing wellbeing and stress management activities and services?		
Are workers aware of the accessible basic facilities in the accommodations or from a short distance from the accommodations, such as grocery store, bank, pharmacy, clinic?		

Table 1.

Factors to consider in workers' accommodation¹²

Living conditions	Relevant consideration
Location	Within one-hour travel time to work site and have access to basic local amenities.
Transportation	Free safe and legally compliant transportation to and from the work site.
Heating and air conditioning (where applicable), ventilation and light	Should be appropriate for the climatic conditions and provide workers with a comfortable, healthy and hygienic environment to rest.
Access to water	An adequate supply of potable water must be available in the same buildings as the bedrooms or dormitories. Drinking water must be provided free of cost and meet local or World Health Organization (WHO) standards and water quality must be monitored regularly.
Wastewater and solid waste management systems	Wastewater treatment and effluent discharge as well as solid waste treatment and disposal must comply with local standards, and be adequately designed to prevent contamination of any water body, to ensure hygiene and to avoid the spread of infections and diseases.
Room/dormitory facilities	Overcrowding must be avoided. Rooms or dormitories should be clean, sanitary, comfortable, and should offer workers maximum possible privacy. A separate bed must be provided for each worker for their sole use. Preferably, each room or dormitory should have a window.
Sanitary and toilet facilities (including toilets, washbasins and showers)	Sanitary and toilet facilities should be kept clean, hygienic and in full working condition by workers and employers. Facilities should also be safe and constructed from materials that are easily cleanable and ensure privacy.
Canteen, cooking and laundry facilities	Must be built using safe, adequate and easy to clean materials and kept in a clean and sanitary condition. If workers are permitted to cook their own meals at the accommodation, the kitchen space and eating area provided should be separate from sleeping areas. Laundry facilities or services should be provided or made accessible.
Medical facilities	Adequately stocked first aid kits must be available on site. An adequate number of staff should be trained in first aid.
Fire safety	Fire detection devices should be installed (as applicable) in all habitable spaces and linked to a centralised fire alarm. Firefighting equipment must be available in accordance with national and international standards. Any accommodation used to house workers should hold certification from the local fire authority prior to its occupation.
Leisure, social and telecommunication facilities	Basic collective social, rest and recreation spaces should be provided to workers. Workers should have access to an affordable means of communication, including public phones and/or internet service.

As per the ILO Workers' Housing Recommendation, 1961 (No. 115), where housing is provided by an employer, the fundamental right to freedom of association must be recognized; and rent should not cost the worker more than a reasonable proportion of income.

For further information see: ILO HelpDesk: Workers' Housing, available at: https://www.ilo.org/wcmsp5/groups/public/---ed_emp/---emp_ent/---multi/documents/publication/wcms_116344.pdf

¹² International Finance Corporation and European Bank for Reconstruction and Development, 2009. Workers' accommodation: processes and standards, available at https://www.ebrd.com/downloads/about/sustainability/Workers_accomodation.pdf

B5. Contract termination procedures and freedom of movement

A worker's right to terminate their employment – in line with the specified contract provisions – is a fundamental universal principle. In several countries in the Middle East, migrant workers who leave their employer during the contract period and without the consent of their employer may be considered to have “absconded”, and automatically lose their visa status and become “irregular”. This is an unfortunate issue among companies who have pre-invested heavily in recruiting workers into the country.

KEY IDEAS ON CONTRACT TERMINATION AND FREEDOM OF MOVEMENT

1. At the end of the employment relationship, or during periods of leave, workers should be free to return to their home country without delay.
2. Workers should be free to unilaterally terminate their contract of employment and to change employers without suffering a penalty.
3. Conditions of contract termination should be clearly stated in the contract and in line with domestic labour laws and visa conditions.

CONSIDERATIONS AROUND CONTRACT TERMINATION PROCEDURES AND FREEDOM OF MOVEMENT¹³

	YES	NO
Does company policy prohibit the restriction of workers' freedom of movement, including by company staff, contractors, accommodation managers or security personnel?		
Are migrant workers free to return to their home country during periods of leave without suffering a penalty or unnecessary delay in obtaining wages?		
Do the workers' employment contracts set out the procedures for termination, including the period of notice for each party, and the ability to terminate without notice in the case of breaches of contract?		
Does your company have a policy that prohibits the reporting of workers to immigration authorities except where strictly required by law?		

¹³ Adapted from Verite, Help Wanted: Fair Hiring Toolkit <http://helpwanted.verite.org/helpwanted/toolkit/brands/improving-codes-conduct-company-policies>

What does a workers' freedom to terminate a contract look like?

Workers have a written contract in a language they understand

- The contract provides for the right of termination by workers
- The contract sets out procedures for termination, including notice periods
- The contract allows termination without notice in the case of abuse by any subcontractors or related parties

Workers who terminate their contract are not penalized in any way

- Workers are paid any wages or benefits owed to them
- Workers are not made to pay back recruitment fees and related costs
- Workers are not threatened or reported to authorities (except where strictly required by law)

Workers who terminate their contract are facilitated to move on to other employment, in line with the conditions of their employment and visa conditions

- Workers have their documentation returned to them without delay
- Workers are provided with documentation required for them to obtain other employment and/or to return home (e.g. No Objection Certificate)

Document confiscation

All migrant workers have the right to keep their personal documents – including passport, ID and bank cards and financial documentation. Some companies may offer to keep workers' passports for safekeeping, or during visa/permit renewal processes. However, in certain contexts, the retention or confiscation of workers' identity and financial documents is used as a means of controlling workers and preventing them from leaving the workplace (undocumented workers are subject to arrest and deportation). The illegal retention of bank cards and other financial documentation can also be an issue, as it may be used in some cases to circumvent the Wage Protection Systems in place (see below).

KEY IDEAS ON DOCUMENT CONFISCATION

The company should not confiscate or withhold workers' passports or other personal documentation, including bank cards.

CONSIDERATIONS FOR PREVENTING DOCUMENT CONFISCATION¹⁴

	YES	NO
Does your company have a policy or procedures that prohibit the confiscation of workers' personal documents, including passports, work permits, and bank cards?		
Where workers' personal documents are temporarily held by the company or subcontractors for legal or administrative reasons, or upon request by the worker, do you or the subcontractor have procedures for preventing unnecessary withholding or other abuse, including procedures that:		
→ Workers are fully informed that they are entitled to keep their own documents		
→ Ensure that documents are returned upon demand and without delay		
→ Provide the worker with a copy of the documentation being held		
Are workers provided direct access to lockable, secure storage space for personal documents and valuables?		

¹⁴ Adapted from Verité, Help Wanted: Fair Hiring Toolkit, available at <http://helpwanted.verite.org/helpwanted/toolkit/brands/improving-codes-conduct-company-policies>

Preventing visa irregularity

Employers are responsible for obtaining and maintaining the necessary legal immigration and work permits for their employees. Migrant workers may find themselves with an irregular immigration status in several situations, many of which will be beyond the control of the workers themselves. Delays and non-payment of wages may be a cause of migrant workers leaving their employers and subsequently finding themselves with an irregular migration status.¹⁵

KEY IDEAS ON WORKERS' IMMIGRATION STATUS

1. Employers are responsible for ensuring that their workers hold a valid visa and residence permit, and that such permits are renewed and/or properly transferred as required.
2. The employer should not do anything to place the worker at risk of having an irregular migration status.

Box 6.

Examples of causes of irregular migration status

- ➔ *The worker arrives in the country without a valid working visa or works in breach of their visa conditions*
- ➔ *The employer fails to renew the worker's visa following its expiration*
- ➔ *The worker is unable to return to their country of origin after the expiration of her/his visa because the employer has failed to return the worker's passport or pay for the return air fare*
- ➔ *The worker leaves the employer with which they have a valid work permit and is reported to the authorities as having 'absconded'*
- ➔ *The worker changes employer but their employer fails to legally register the transfer of sponsorship*

CONSIDERATIONS FOR PREVENTING IRREGULARITY

	YES	NO
Do your company and/or subcontractors have a system for ensuring that all workers have a valid visa and residence permit, and that expiration dates are tracked by both the company and worker, and visas/permits are renewed as required?		
Does your company have a procedure for the transfer of sponsorship when workers change from one employer to another?		
Does your company have a procedure for protecting workers' status and benefits in the case of a project halt or cancellation, including procedures for supporting workers in transferring to another sponsor or project?		
Does your company have a policy that prohibits the reporting of workers to immigration authorities except in legitimate cases of employee misconduct or where strictly required by law?		

¹⁵ Wells, J.(2017). Exploratory study of good policies in the protection of construction workers in the Middle East. ILO, Regional Office for Arab States, Beirut.

Conclusion

We hope that construction companies find this guide helpful to their work and that the tools herein can help to support improvements in productivity and reputation; as well as to help to pursue new opportunities in an international business climate, which is increasingly focused on the protection at work for all.

We encourage construction companies to work with all stakeholders in their construction project supply chains, including clients, subcontractors, and third parties, to protect the safety and health of workers, and to ensure correct wages, balanced working time, decent working conditions and fair recruitment.

You can find out more information about the **ILO** at www.ilo.org and the **IOE** at www.ioe-emp.org





Annexes

Annex 1. Selected international standards and instruments

Annex 2. Building Responsibly
Worker Welfare Principles

Annex 1. Selected international standards and instruments

Topic	Key instruments	Key protections
Forced labour	<ul style="list-style-type: none"> ▶ Forced Labour Convention, 1930 (No. 29) ▶ Protocol of 2014 to the Forced Labour Convention, 1930 	<ul style="list-style-type: none"> ▶ The Convention prohibits forced or compulsory labour and requires that relevant penalties imposed by law are adequate and strictly enforced. ▶ Under the Protocol States must take effective measures to prevent and eliminate forced labour, to provide to victims' protection and access to appropriate and effective remedies. Effective measures include protection of migrant workers from fraudulent recruitment and supporting due diligence by the public and private sector.
Child labour	<ul style="list-style-type: none"> ▶ Minimum Age Convention, 1973 (No. 138) ▶ Worst Forms of Child Labour Convention, 1999 (No. 182) 	<ul style="list-style-type: none"> ▶ The general minimum age for admission to employment or work is set at 15 years (13 for light work) and the minimum age for hazardous work at 18 years. ▶ States must eliminate the worst forms of child labour, including all forms of slavery; trafficking of children; debt bondage and forced or compulsory labour; child prostitution and pornography; using children for illicit activities; and work which is likely to harm the health, safety or morals of children.
Freedom of association	<ul style="list-style-type: none"> ▶ Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87) ▶ Right to Organise and Collective Bargaining Convention, 1949 (No. 98) ▶ Workers' Representatives Convention, 1971 (No. 135) 	<ul style="list-style-type: none"> ▶ Workers and employers have the right to establish and to join organisations of their own choosing without previous authorisation. ▶ Workers are protected against acts of anti-union discrimination, including dismissal by reason of union membership or activity. ▶ Workers' representatives are protected against prejudicial acts, including dismissal, based on their status or activities as representatives.
Discrimination	<ul style="list-style-type: none"> ▶ Discrimination (Employment and Occupation) Convention, 1958 (No. 111) 	<ul style="list-style-type: none"> ▶ States must promote equality of opportunity and treatment in respect of employment and occupation, with a view to eliminating any discrimination on the basis of race, colour, sex, religion, political opinion, national extraction or social origin. This includes discrimination in the terms and conditions of employment.
Migrant workers	<ul style="list-style-type: none"> ▶ Migration for Employment Convention (Revised), 1949 (No. 97) ▶ Migrant Workers (Supplementary Provisions) Convention, 1975 (No. 143) ▶ International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families, 1990 (Resolution 45/158) 	<ul style="list-style-type: none"> ▶ Migrants should be treated no less favourably than nationals in respect of their conditions of employment, freedom of association, and accommodation. ▶ A migrant worker should not be regarded as in an illegal or irregular situation by the mere fact of the loss of employment, which shall not in itself imply the withdrawal of her/his authorisation of residence or work permit.
Recruitment	<ul style="list-style-type: none"> ▶ Private Employment Agencies Convention, 1997 (No. 181) 	<ul style="list-style-type: none"> ▶ Private employment agencies shall not charge directly or indirectly, in whole or in part, any fees or costs to workers.
Health and Safety	<ul style="list-style-type: none"> ▶ Occupational Safety and Health Convention, 1981 (No. 155) ▶ Safety and Health in Construction Convention, 1988 (No. 167) 	<ul style="list-style-type: none"> ▶ Each State must adopt a coherent national occupational safety and health policy, and the enforcement of health and safety laws shall be secured by an adequate system of inspection. ▶ On a construction site, the principal contractor is responsible for co-ordinating the prescribed safety and health measures and, in so far as is compatible with national laws and regulations, for ensuring compliance with such measures.
Living Conditions	<ul style="list-style-type: none"> ▶ Workers' Housing Recommendation, 1961 (No. 115) 	<ul style="list-style-type: none"> ▶ Housing provided by the employer should not be provided for profit or in payment for work.

Annex 2. Building Responsibly Worker Welfare Principles

About Building Responsibly

Launched in February 2017 by six industry-leading engineering and construction companies, *Building Responsibly* is a global, business-led coalition committed to promoting the rights and welfare of workers. The initiative hinges on the belief that pre-competitive collaboration is essential for companies to improve standards, policies, and practices to accelerate impact across the industry. The group's current members are Acciona Infraestructuras, Bechtel, Fluor, Jacobs, McDermott, Multiplex, SBM Offshore, TechnipFMC, VINCI and Wood.

As part of its objective of adopting common principles and practices, *Building Responsibly* developed 10 'Worker Welfare' Principles to "serve as the global standard on worker welfare for the engineering and construction industry".

Building Responsibly Principles

Building Responsibly members are committed to acting ethically and with integrity in all their business dealings and operations with respect to protection at work by supporting and adopting the following Principles:

1. Workers Are Treated with Dignity, Respect, and Fairness
2. Workers Are Free from Forced, Trafficked, and Child Labour
3. Recruitment Practices Are Ethical, Legal, Voluntary, and Free from Discrimination
4. Freedom to Change Employment Is Respected
5. Working Conditions Are Safe and Healthy
6. Living Conditions Are Safe, Clean, and Habitable
7. Access to Documentation and Mobility Is Unrestricted
8. Wage and Benefit Agreements Are Respected
9. Worker Representation Is Respected
10. Grievance Mechanisms and Access to Remedy Are Readily Available

The group has also identified five cross-cutting '*core elements*' including:

- **Commitment:** Senior leadership demonstrates a commitment to promoting protection at work by providing appropriate policies and procedures, clarifying roles and responsibilities, and allocating enough resources.
- **Oversight:** Oversight of key contractors and suppliers is undertaken through appropriate mechanisms, including policies and procedures, contractual controls, due diligence, training, monitoring, and continuous improvement of all elements.
- **Training Appropriate** awareness building, communication, and training is provided to leadership, employees, and workers.
- **Reporting:** Transparent and accessible mechanisms are available to report incidents and raise concerns in good faith, without fear of retaliation.
- **Engagement:** Building Responsibly members should endeavour to "lead by example" and encourage others in the engineering and construction sector to join our efforts to promote the rights and protection at work of workers. Members will also engage with all affected stakeholders to improve implementation of the Principles.

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