



Initiative for Responsible  
Mining Assurance

# **EXCERPT FROM THE** **IRMA Standard**

for

Responsible Exploration, Extraction,  
and Processing of Minerals

→ **2<sup>nd</sup> DRAFT** ←

for public consultation

**CHAPTER 3.1 – Fair Labor and Terms of Work**

**IRMA Standard v2.0 DRAFT 2**

**July 2025**

English Version

# Disclaimer and Context on this Draft

The 2<sup>nd</sup> DRAFT Version of the IRMA Standard for Responsible Exploration, Extraction, and Processing of Minerals V2.0 (hereafter referred to as the “2<sup>nd</sup> DRAFT”) is being released for public consultation, inviting the world to join once again in a conversation around expectations that drive value for greater environmental and social responsibility in mining and mineral processing.

The 2<sup>nd</sup> DRAFT does not represent content that has yet been formally endorsed by IRMA’s equally-governed multi-stakeholder Board of Directors. IRMA’s Board leaders seek the wisdom and guidance of all readers to inform this through an inclusive revision process one more time, to improve the Standard.

This draft document builds on the 1<sup>st</sup> DRAFT Version published in October 2023, and invites a global conversation to improve and update the 2018 IRMA Standard for Responsible Mining V1.0. This 2<sup>nd</sup> DRAFT is intended to provide as final of a look-and-feel as possible, although input from this consultation will result in final edits, and consolidation to reduce overall number of requirements (more on this on page 6), for a version that will be presented to IRMA’s equally-governed multi-stakeholder Board of Directors for adoption and implementation.

This 2<sup>nd</sup> DRAFT has been prepared and updated by the IRMA Secretariat based on:

- learnings from the implementation of the current IRMA Standard (V1.0)
- experience from the [first mines independently audited](#) (as of July 2025, 24 sites have completed audits or are in the process of being audited)
- evolving expectations for best practices in mining to reduce harm
- comments and recommendations received from stakeholders and Indigenous rights-holders
- the input of subject-specific Expert Working Groups convened by IRMA between 2022 and 2024
- all comments and contributions received during the public-comment period of the 1<sup>st</sup> DRAFT version (October 2023-March 2024)

Please note that Expert Working Groups were created to catalyze suggestions for solutions on issues we knew most needed attention in this update process. They were not tasked to come to consensus nor make formal recommendations. Their expertise has made this consultation document wiser and more focused, but work still lies ahead to resolve challenging issues. We encourage all readers to share perspectives to improve how the IRMA system can serve as a tool to promote greater environmental and social responsibility, and create value for improved practices, where exploration, extraction, and processing of minerals happens.

IRMA is dedicated to a participatory process including public consultation with a wide range of affected people globally and seeks feedback, comments, questions, and recommendations for improvement of this Standard. IRMA believes that diverse participation and input is a crucial and determining factor in the effectiveness of a Standard that is used to improve environmental and social performance in a sector. To this end, every submission received will be reviewed and considered.

This current 2<sup>nd</sup> DRAFT is based on content already in practice in the IRMA Standard for Responsible Mining V1.0 (2018) for mines in production, and its accompanying normative Guidance document and Supplementary Guidance, combined with the content drafted in the IRMA Standard for Responsible Mineral Development and Exploration (‘IRMA-Ready’ Standard – Draft v1.0 December 2021) and in the IRMA Standard for Responsible Minerals Processing (Draft v1.0 June 2021), and offers an updated version of the 1<sup>st</sup> DRAFT Version of the IRMA Standard V2.0 that received over 2,500 unique points of comments between 2023 and 2024.

**Please note: The IRMA Standard V2.0 is new in its approach in that it now covers more phases of the mining and mineral supply chain, from exploration and development, through mining, closure, and mineral processing.** IRMA also, separately, oversees a [Chain of Custody Standard](#) for tracking materials through the supply chain from mine-to-market end use products.

## Disclaimer on Language and Corrections

For this public consultation, only an English version is available. A Glossary of Terms used in this Standard is provided at the end of the full version of the document (see below). IRMA reserves the right to publish corrigenda on its web page, and readers of this document should consult the corresponding web page for corrections or clarifications.

**This document provides only one chapter excerpt from the IRMA Standard v2.0 DRAFT 2.**

**The full version contains 27 Chapters, [click here](#) to view it.**

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# Objectives of this 2<sup>nd</sup> public consultation

Following the release of a 1st DRAFT of the IRMA Standard V2.0 in October 2023 for a 90-day public consultation, the IRMA Secretariat received more than 2,500 points of comments from 82 organizations, then organized additional engagement with stakeholders and Indigenous rights-holders, and solicited complementary guidance from multiple topic-specific Expert Working Groups.

We [anticipated](#) release of this 2<sup>nd</sup> DRAFT for a second round of public consultation as early as Q3 2024, then subsequently [announced](#) that more time was needed to support engagement of diverse stakeholders; the revised release date was July 2025. We provided more detailed explanation for the extended process [here](#) and [here](#).

## IRMA Mining Standard: a journey



The release of this 2<sup>nd</sup> DRAFT marks a significant milestone on the road to the revision of the IRMA Standard: this public consultation will be the last of this revision cycle on V2.0.

Informed by the outcomes of this public consultation, along with guidance from Expert Advisors and IRMA Working Groups (see more below), and additional engagement with Indigenous rights-holders and stakeholders as requested, the IRMA Secretariat will prepare a final version. This final version will be discussed by the IRMA Board and refined to reach consensus for adoption by all six governing houses of IRMA: Affected Communities including Indigenous Rightsholders; Environmental and Social NGOs; Organized Labor; Finance and Investment Professionals; Mining Companies; Purchasers of Mined Materials.

In IRMA's strategic decision-making, Board members work to achieve consensus. IRMA believes a majority vote is not a model of equal governance. Instead, any motion that results in both of the two representatives from the same governing house voting "no" must go back to the full group for further discussion. In other words, a proposed course of action cannot proceed if both representatives from one of our six governing houses are opposed. Board members will keep talking until a resolution that works for all groups is found. It is a model that has worked for IRMA for nearly two decades and is fundamental to IRMA's credibility, accountability and service to all six houses of governance.

## What is IRMA seeking guidance on?

Comments, feedback, and suggestions are welcome on any aspect of this 2<sup>nd</sup> DRAFT version (including intent and text of the requirements, endnotes, annexes, format and structure, design, readability, etc.).

IRMA is particularly interested in hearing the views of rights-holders and stakeholders on **the provisions in the Standard that are substantially new compared to the IRMA Standard for Responsible Mining V1.0**. These provisions (requirements or at a sub-requirement level) are highlighted in yellow throughout this Draft, to ensure they are easily identifiable.

We ask readers to assist us in weighing these potential new provisions, and also hold awareness that, prior to adoption of the final version, many of these will be consolidated and reduced in overall number.

Although these new requirements have each been drafted in response to lessons learned, the current state of best practices, emerging expectations, and/or in response to requests and suggestions made during the previous public consultation, collectively they represent substantive increased expectations for both implementing entities and audit firms. The IRMA Board of Directors seeks to ensure that the IRMA Standard, while recognized the world's most rigorous and comprehensive mining standard, continue to welcome and support uptake of newcomer companies engaging from the mineral supply chain around the world.

Thus, in this consultation, we seek guidance from all on **the new provisions that seem most urgent** to be integrated in the final version of the Standard V2.0, so that the revised Standard's expectations are paced at a realistic level to support engagement of mineral operations of a range of sizes, materials and global contexts.

It is important to note that all new requirements and sub-requirements, including those not retained in the final V2.0, will serve as the basis for the ongoing review process once the V2.0 is approved and released by our Board, and will provide fodder for future revisions, when it is decided that a V2.1 or V3.0 is needed.

## Chapter 3.1

# Fair Labor and Terms of Work

### SECOND DRAFT (JULY 2025): SUMMARY OF CHANGES

- In alignment with changes to Chapter 1.1, we are providing more specificity concerning the range of requirements that Entities must ensure their suppliers and / or contractors are meeting. A number of requirements in Chapter 3.1 now specify that entities are required to ensure, through controls, oversight, and / or contractual clauses as appropriate, that contracting firms also adhere to the IRMA requirements. NOTE: where it has been deemed beyond the ENTITY purview to enforce an IRMA requirement amongst contractors and / or suppliers, there is nevertheless an expectation that contractors / suppliers will meet country of operation's laws / requirements as they relate to the particular topic, per Chapter 1.1. This information is now also included in the Chapter introduction "Scope of Application" (see below).
- Currently Chapter 3.1 only requires Entities to ensure suppliers are aligned with requirements relating to child labor (Section 3.1.6) and forced labor / trafficking in persons (Section 3.1.7). We are proposing an IRMA+ requirement (3.1.10.7) that Entities ensure contractors offer the same leave-related benefits to their workers as the ENTITY provides to its own employees. We are also proposing an IRMA+ requirement (3.1.11.3) which asks Entities to use controls, oversight and/or contractual clauses with all of its suppliers to ensure they conform with requirements 3.1.11.1 and 3.1.11.2 (relating to decent and healthy working conditions for all suppliers' workers).
- Simplified language surrounding workers, contractors, and suppliers in alignment with International Labour Organization (ILO) categorizations - see Figure 3.1 below (also Figure 1.1 in Chapter 1.1). Throughout the Standard, IRMA will reference 'workers' as encompassing of both employees and contractors, unless a distinction is necessary. See revised definition of 'worker' in the IRMA Glossary.
- Proposed to mark 'critical' the policy requirements related to anti-discrimination and disciplinary actions, for consistency, given the fundamental human rights pertaining.
- Separated out the primary child / forced / trafficked labor requirements into multiple separate requirements each (one asking that the ENTITY do a risk assessment for contractors / suppliers, a second asking that the ENTITY conduct an enhanced human rights due diligence where a high risk is identified, and then several stating what the ENTITY should do when actual cases of child / forced labor are identified amongst employees, contractors, and suppliers. See requirements 3.1.6.3-3.1.6.5 and 3.1.7.3-3.1.7.5 respectively). This was done for two reasons:
  - Previously the language of these requirements stated that Entities only had to develop procedures to monitor contractors and suppliers if the assessment identified high risk levels for child / forced labor; this was incongruent with language in Chapter 1.1 that specifies that Entities have to develop systems to monitor contractor / supplier compliance with *all* relevant IRMA requirements (which include requirements on child and forced labor).
  - The previous organization of the requirements conflated two separate issues (development of monitoring mechanisms and what to do where actual cases of child / forced labor were identified). The proposed changes are more logical from an auditing perspective and allow for clearer delineation of responsibilities based on in which type of organization (ENTITY, contracting firm, supplier) cases are identified.

- Edited critical requirement 3.1.9.2 relating to the grievance and whistleblower mechanisms to reflect changes to requirements from Chapter 1.6 (former Chapter 1.4) where 1.4.1.1 and 1.4.2.1 are now combined (see 1.6.1.1).
- Separated out employee grievances and contractor grievances, and also separated whistleblowing-related requirements (that should be available to all workers indistinctly as noted by commenters). The whistleblower requirement (3.1.9.6) now cross-references the more detailed whistleblower section in Chapter 1.6 (see 1.6.2).
- Added a new sub-requirement (3.1.9.1.e) that requires the ENTITY to explain the process for handling grievances that involve allegations of impacts on human rights.
- Divided previous Section 3.1.1 (Respect for Freedom of Association and Collective Bargaining) into two separate Sections addressing freedom of association and collective bargaining respectively.
- Strengthened language around accessibility and disabled workers (text and endnotes), and proposed one optional requirement dedicated to accessibility of the workplace (3.1.3.3)
- Used 'housing arrangements' instead of 'accommodations' in 3.1.10.6 to avoid confusion with legal term of 'reasonable accommodations' for disabled workers.
- Major structural re-organization to improve chapter flow and increase consistency within and across chapters.

## RESPONSE TO CONSULTATION QUESTIONS OUTLINED IN FIRST DRAFT

Question #	Question	Feedback and Proposed Decision
3.1-01	<p><b>(Background – <u>employees</u> and <u>contractors</u>)</b></p> <p>Background: Throughout Chapter 3.1, reference is made to '<u>workers</u>' as a general category, with equivalent obligations relating to <u>contractors</u> being derived implicitly in Chapter 1.1 (requirement 1.1.3.1), which obligates Entities to ensure that <u>contractors</u> meet IRMA requirements that are relevant to them.</p> <p>In some of the requirements below, we specifically mention <u>contractors</u>. Where <u>contractors</u> are mentioned, it is the ENTITY's responsibility to carry out an action (e.g., ensuring that <u>contractors</u> are informed of the ENTITY's policy, or undertaking and assessment of risks related to <u>contractors</u>, etc.).</p> <p>Where <u>contractors</u> are not explicitly mentioned, then as per Chapter 1.1 it would be expected that <u>contractors</u> themselves have systems in place to meet the IRMA requirements. For example, a contractor that has its own direct <u>employees</u> who are working at a mine/mineral processing site (or a broker that hires out contracted <u>workers</u> to the ENTITY) would be expected to be paying fair wages and benefits. The ENTITY's responsibility in such cases would be carrying out some monitoring to make sure that is happening.</p> <p>Question: Are there any requirements in this chapter that are not currently the ENTITY's responsibility that you believe should be (for example, should the ENTITY have a grievance mechanism for <u>contractors</u>, or should it be the responsibility of the contractor to provide such a mechanism for its sub<u>contractors/employees</u> who are working at the project/operation)?</p> <p>Conversely, are there any requirements in Chapter 3.1 that you believe should not be applied to or expected of <u>contractors</u>?</p>	<p>Feedback generally asked for more clarity and consistency in the use of these terms throughout the standard and indicated that there were some requirements that it was not feasible to enforce / monitor amongst both <u>contractors</u> and <u>suppliers</u>.</p> <p><b>Proposed Decision:</b> To improve auditability, more specificity concerning <u>employees</u>, contracted <u>workers</u>, <u>contractors</u> and <u>suppliers</u> has been added to Chapter 3.1. IRMA has proposed adjusting the definition of <u>workers</u>, <u>suppliers</u>, and <u>contractors</u> per ILO guidance. See Figure 3.1, as well as the revised definition of "<u>workers</u>" in the IRMA Glossary.</p> <p>We have also added specific sub-requirements in cases where the ENTITY is expected to, in alignment with Chapter 1.1, carry out a specific action to ensure supplier and / or contractor compliance with a particular IRMA requirement. These include: 3.1.2.2.c, 3.1.3.2.c, 3.1.3.2.c, 3.1.4.2.c, 3.1.5.2.c, 3.1.6.1.d, 3.1.6.4, 3.1.7.1.h, 3.1.7.2.a, 3.1.7.4, 3.1.8.2, 3.1.9.5, 3.1.10.1.c, 3.1.10.5, 3.1.10.7 (optional), 3.1.11.1.e, 3.1.11.2.f, 3.1.11.3 (<u>suppliers</u>, optional).</p>
3.1-02	<p><b>(3.1.2.1 – gender-based discrimination)</b></p> <p>Other standards have included requirements aimed at preventing gender-based discrimination, such as not requiring women to undergo pregnancy or virginity tests as a condition of employment.<sup>1</sup> IRMA currently proposes to include this as guidance notes for 3.1.2.1 above, i.e., as something that auditors</p>	<p>Commenters expressed general support for the proposed changes, with some additional examples of discriminatory practices to mention in guidance.</p> <p><b>Proposed Decision:</b> No change to normative requirements, but examples suggested by reviewers will be considered when developing guidance.</p>



	should investigate as something that may be indicative of discriminatory practices. Are there other similar discriminatory recruitment/hiring practices you have experienced or seen that we should be including in this guidance?	
3.1-03	<p><b>(3.1.5.1 – grievance management)</b></p> <p>Working group feedback suggested that an independent third-party should be involved in the assessment of more <u>grievances</u> to ensure that resolutions are unbiased, impartial, and fair to all parties involved. Is this considered best practice and, if so:</p> <ol style="list-style-type: none"> <li>1. Under what conditions should this be required (i.e., is it applicable to only the most serious <u>grievances</u> or to all <u>grievances</u>)?</li> <li>2. At what point in the <u>grievance</u> process should an independent third-party be brought in?</li> <li>3. Who should make the determination of an independent third-party should become involved?</li> </ol>	<p>Feedback was very split on this question - some said that third party review was not necessary because there are enough checks and balances already built into IRMA on this topic, including stakeholder review of <u>grievance</u> processes; others said that regular review as part of the regular <u>grievance</u> resolution process would delay timely response to <u>grievances</u>; others said that review of the process could be done externally every 2-3 years; others still said that only human rights <u>grievances</u> or <u>grievances</u> where there is a potential conflict of interest with ENTITY personnel responsible for reviewing the <u>grievance</u> should be reviewed.</p> <p><b>Proposed Decision:</b> We are proposing a new sub-requirement for 3.1.9.1.c that requires the ENTITY to explain the process for handling <u>grievances</u> that involve allegations of impacts on human rights, including the potential for adjudication by an independent, third-party mediator or mechanism. This is in accordance with IRMA Chapter 1.3 (requirements 1.3.4.3.a and 1.3.4.7) and Chapter 1.6 (requirement 1.6.1.1.c).</p>
3.1-04	<p><b>(3.1.7.1 – child labor)</b></p> <p>ILO 138 allows for 'light work' for children 2 years beneath the legal working age in the country (14 or 15, depending on the country) so 12- to 13-year-olds in some, and 13- to 14-year-olds in others. Other standards take differing positions on this. For example, the RBI/RMI standard prohibits labor under the age of 15 "unless the exceptions recognized by the ILO apply".<sup>2</sup> However, the Towards Sustainable Mining (TSM) 'Preventing Child and Forced Labour Protocol' states that while there are exceptions contained in ILO 138 that allow for <u>workers</u> under the age of 15 in some circumstances, such exceptions are not applicable to mining.<sup>3</sup> Can you think of any situations in which provisions should be made for "light work" by children under the age of 15 (according to the ILO-approved age scheme indicated above) in the context of mining Entities?</p>	<p>Some feedback supported light work but only under very strict conditions (upon prompting by the consultation question). Other feedback felt it was not necessary to permit work for children under 15. No feedback explicitly asked for this to be included.</p> <p><b>Proposed Decision:</b> No changes proposed, i.e. permit non-hazardous work between 15 and 18 years, no work for anyone under the age of 15.</p>
3.1-05	<p><b>(3.1.8.3 – forced labor)</b></p> <p>Background: We are proposing to remove reference to ENTITY obligation to shift to other</p>	Feedback on this conflated two separate questions:

	<p>suppliers where remedy to forced or trafficked labor in the supply chain is not possible. The motivation for this was to encourage operations to take action to reduce forced and trafficked labor and improve the lives of those who have been harmed, as some for remedy should always be possible, rather than simply shifting suppliers. The language is open enough that either the ENTITY could carry out remediation, or the contractor/supplier could do it (but the ENTITY would need to ensure, through monitoring or other methods, that it is being done).</p> <p>Question: Do you agree that Entities should take responsibility for remediation of identified cases of child labor or forced labor amongst their contractors and suppliers, either through their own actions or by applying leverage/pressure on contractors and suppliers to provide remediation? Or are there cases where Entities should immediately shift to other contractors/suppliers? Should IRMA provide a timeline by which Entities (and their contractors/suppliers) have to remediate child/forced labor per the above sub-requirements?</p>	<p>1. The question of whether Entities should 'leverage' to influence suppliers / contractors to reduce child / forced labor or whether they should simply cancel the contract - the general consensus on this was that an ENTITY should try to leverage, but ultimately shift away if not successful. Most supported establishment of a timeline, but said it should be flexible and depend on the situation. Some argued it was not feasible to 'leverage' (and monitoring remediation of) suppliers and that it was better to shift away. Several mentioned respecting existing contractual obligations.</p> <p>2. The question of who is responsible for remediation (i.e. taking direct action) in the case of specific identified child / forced laborers (per previous requirement 3.1.7.5 for child labor, 3.1.8.3 for forced labor). Almost all feedback said that the ENTITY had a certain amount of responsibility for on-site workers (i.e. removing the worker immediately from their job, helping to provide shelter if required, etc.) but that longer-term re-integration should be the government's responsibility or, in the case of contractors, the contractor's responsibility.</p> <p><b>Proposed Decision:</b> Incorporate changes into 3.1.6 (child labor) and 3.1.7 (forced labor / trafficking of persons) to delineate expected ENTITY actions depending on whether identified cases of child labor / trafficking of persons are amongst employees / contractors or suppliers. Also, in the case of suppliers where the ENTITY cannot directly remove workers from their positions or offer any remediation, and where it is not possible to use leverage to achieve a change in practices or appropriate remediation within a reasonable time frame, then the Entity is expected to end its association with the contractor or supplier (see requirements 3.1.6.4, 3.1.6.5, 3.1.7.4 and 3.1.7.5. We also propose to specify in guidance that Entities should leverage government programming for child labor / trafficking of persons remediation to the extent possible.</p>
3.1-06	<p><b>(3.1.9.3 – benefits and other compensation)</b></p> <p>Background: Based on research pertaining to parental leave policies across six major mining companies, the following types of leave were identified that are not currently included in the IRMA standard:</p> <ul style="list-style-type: none"> <li>• Paid leave for domestic violence (10 days)</li> <li>• Paid parental leave at full duration/benefits for parents</li> </ul>	<p>Feedback generally supported the inclusion of these benefits for full-time, permanent workers / employees, although some indicated that this was not yet a global norm.</p> <p><b>Proposed Decision:</b> Based on stakeholder input, we are proposing to add a paid gender-neutral parental leave period, as well as paid bereavement leave for death of immediate family members (see 3.1.10.3).</p>

	<p>experiencing stillbirth or death of the child.</p> <ul style="list-style-type: none"> <li>• Paid parental leave applicable to either natural births or adoption.</li> </ul> <p>Question: Should IRMA require that Entities provide these forms of leave to <u>workers</u>? If so, should this be provided to all <u>workers</u>, or only to certain categories (i.e., full time permanent, core services, etc.).</p>	<p>Throughout Chapter 3.1, we have outlined three separate 'categories' of ENTITY obligations vis-a-vis enforcing and monitoring compliance with IRMA requirements amongst 1) <u>suppliers</u>, 2) <u>contractors</u>, and 3) <u>employees</u> (See also the response to Consultation Question 3.1-01, above). We are proposing that the leave benefits in 3.1.10.3 would only need to be provided to the ENTITY <u>employees</u>; the ENTITY would not be responsible for ensuring that <u>contractors</u> and <u>suppliers</u> also provided this to their <u>employees</u>.</p>
3.1-07	<p><b>(3.1.9.3 – benefits and other compensation)</b></p> <p>Should IRMA strive to set a higher standard for paid medical leave (in 3.1.9.3.c) or be more specific about minimum number of weeks/months of paid medical leave and a lower limit to the wage replacement rate? Given the wide variation in paid medical leave (see, for example, <a href="https://www.worldpolicycenter.org/sites/default/files/WORLD%20Report%20-%20Personal%20Medical%20Leave%20OECD%20Country%20Approaches%200.pdf">https://www.worldpolicycenter.org/sites/default/files/WORLD Report - Personal Medical Leave OECD Country Approaches 0.pdf</a>) any thoughts on acceptable standards would be welcome.</p>	<p>Feedback on this indicated that what IRMA had currently proposed was sufficient.</p> <p><b>Proposed Decision:</b> No proposed changes.</p>
3.1-08	<p><b>(3.1.9.4 – injuries and illnesses of contractors)</b></p> <p>Further to CONSULTATION QUESTION 3.1-1 above pertaining to contractor obligations in general, what would be the appropriate expectations for <u>contractors</u> who suffer injury or illness when engaged in work at a mining or mineral processing operation? Should the ENTITY that owns/operates the site be accountable for providing compensation (if not covered by government programs), or is it the employer of the contractor (or labor broker) who should provide that compensation? And/or in the case of self-employed independent <u>contractors</u>, would there be no compensation guaranteed at all?</p>	<p>Feedback suggests that in many countries longer-term leave (for injury / illness) is the responsibility of the government. Also, in many countries, is it the contractor's obligations to provide this (although not all agreed - one person mentioned that the purpose of <u>contractors</u> was that such benefits did not need to be provided). Overall, the consensus seemed to be that the ENTITY should enforce the provision of <u>workers</u> leave / long-term injury / illness compensation per country of operation's laws amongst <u>contractors</u>, but not be directly responsible for providing (except for direct <u>employees</u>).</p> <p><b>Proposed Decision:</b> Requirement 3.1.10.4 states that it is the ENTITY's responsibility to provide compensation / provide leave for work-related injuries and illnesses for its own <u>employees</u>. Requirement 3.1.10.5 requires that, in the case of a contractor suffering injury or illness, the ENTITY ensures <u>contractors</u> are providing this.</p>
3.1-09	<p>Background: According to an International Labour Organization (ILO) fact sheet on rest periods, "Different forms of rest and annual leave are important for a <u>workers</u> physical and mental well-being. If structured properly, they can all have a positive impact on occupational health and safety as well as improve productivity in the workplace."<sup>4</sup></p> <p>The ILO fact sheet also says that "in practice, coffee and tea breaks can be given for 10 – 30 minutes and are organized in the middle of each</p>	<p>Feedback said that breaks should be flexible to accommodate the nature of the <u>workers</u>' role and that they should be paid breaks. Nevertheless, feedback from industry suggested that more frequent, shorter breaks were necessary to mandate for biological reasons. Feedback unanimously said these breaks should be paid.</p> <p><b>Proposed Decision:</b> Mandate at least two 15-minute and one 30-minute break per every 6 hours worked or whatever required in country of operation's laws</p>

<p>half of the work shift. Meal breaks are organized around the middle of the full shift and the last from 30 minutes to 2 hours.” Finally, the fact sheet says that “rest breaks can be included as working time and thus paid, as in Argentina, or they can be unpaid.”</p> <p>Neither the Responsible Steel nor RJC standards provide details on the length of breaks. Responsible Steel requires a policy that “all <del>workers</del> are provided with appropriate time off for meals and breaks,” and RJC requires that if not covered by law, <del>employees</del> are provided with “at least one uninterrupted work break of reasonable duration if they work longer than six hours.”<sup>5</sup></p> <p>Question: Would it be reasonable for IRMA to specify minimum break times as one of the following:</p> <ul style="list-style-type: none"> <li>• Option 1. Two coffee/tea breaks of at least 15 minutes duration, and a meal break of at least 30 minutes for each six hours worked?</li> <li>• Option 2. One (1) hour of total break time per six hours worked (apportioned as appropriate for the work being undertaken)?</li> </ul> <p>Should these breaks be considered paid working time? If they are not paid, will that result in breaks not being taken (thus creating risks to worker health and safety)?</p>	<p>(whichever is higher) or a CBA. Incorporate these changes into 3.1.11.1.</p>
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### BACKGROUND

Responsible employers provide fair wages and respectful workplaces. However, historically, a portion of the labor force has been the subject of mistreatment such as child and forced labor, discrimination, inadequate wages, and lack of respect for workers' rights.

In 1919, the International Labour Organization (ILO) was formed to protect workers' rights. Since that time, several internationally recognized human rights of workers have been enumerated and incorporated into laws world-wide. These include the UN *International Bill of Human Rights*, and the ILO *Declaration on Fundamental Principles and Rights at Work* and eight core ILO conventions that cover: freedom of association and the right to collective bargaining; the elimination of all forms of forced or compulsory labor; the abolition of child labor; and the elimination of discrimination in respect of employment and occupation. In addition to acknowledging the need to safeguard the human rights of workers, companies are increasingly recognizing the need to provide working hours and wages that promote a high quality of life for workers and their families.

The fundamental principles and rights of workers have been incorporated into various voluntary standards to protect labor rights and ensure fair working conditions (e.g., International Finance Corporation Performance Standard 2; Social Accountability International SA8000; Global Reporting Initiative). Within any responsible labor standard and verification system, there is an inextricable link between the role of workers and the practice of freedom of association. Workers with first-hand knowledge of environmental, human rights and labor practices must have the right to participate in the verification process without fear of employer retribution. This can be best guaranteed by workers having the right to freely establish or join trade unions of their own choosing without employer interference and through protections provided in collective bargaining agreements.

### KEY REFERENCES

This chapter strongly builds on, or aligns with, the following international or multilateral frameworks, conventions, and guidance:

- UN International Bill of Human Rights
- UN Guiding Principles on Business and Human Rights
- ILO Declaration on Fundamental Principles and Rights at Work
- ILO Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy, 2023
- ILO Convention C001 on Hours of Work (Industry)
- ILO Convention C014 on Weekly Rest (Industry)
- ILO Convention C100 on Equal Remuneration
- ILO Convention C132 on Holidays and Pay
- ILO Convention C183 on Maternity Protection
- ILO Recommendation R115 on Workers' Housing, 1961
- ILO Convention C156 on Workers with Family Responsibilities, 1981
- UN Convention on the Elimination of All Forms of Discrimination Against Women, 1979
- UN Convention on the Rights of Persons with Disabilities, 2006
- UN Global Compact Guide for Business on the Rights of Persons with Disabilities, 2017
- IFC Performance Standard 2: Labor and Working Conditions, 2012
- ILO Recommendation R130 on Examination of Grievances Recommendation, 1967
- ITUC Legal guide for setting up an operational-level grievance mechanism for the world of work in the context of business and human rights, 2022
- EBRD Performance Requirement 2: Labour and working conditions – Guidance note on employee grievance mechanisms, 2023

## OBJECTIVE OF THIS CHAPTER

To maintain or enhance the social and economic wellbeing of workers and respect internationally recognized workers' rights.

## SCOPE OF APPLICATION

This chapter is applicable to all exploration, mining and mineral processing projects and operations.

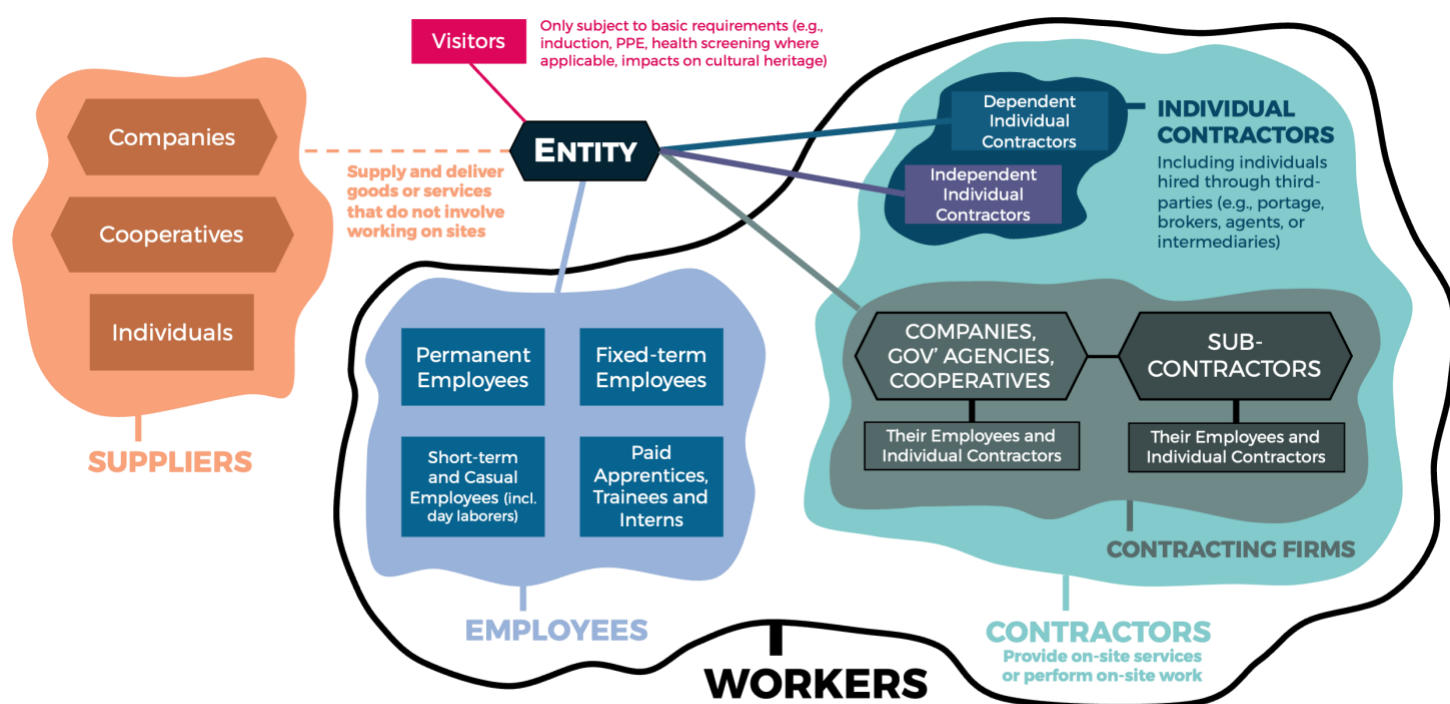
Entities are required to ensure, through controls, oversight, and/or contractual clauses as appropriate, that contracting firms also adhere to many of the IRMA Requirements. Where it has been deemed beyond the ENTITY purview to enforce an IRMA requirement amongst contractors and/or suppliers, there is nevertheless an expectation that contractors/suppliers will meet the country of operation's laws and regulations that relate to the particular topic, per Chapter 1.1.

The requirements to which Entities must also hold contracting firms and suppliers, respectively (see Figure 3.1 below for clarification on the terminology), are explicitly integrated into requirements or subrequirements (ensuring that if an ENTITY fully meets the expectations related to its own employees, but not the ones related to contractors, it cannot 'fully meet' the requirement; similarly for the 'substantially meets' rating).

For each requirement, the following colors are displayed in the margin to indicate the phases for which it is required:

E1	Exploration – Stage 1
E2	Exploration – Stage 2
E3	Exploration – Stage 3
D	Project Development and Permitting
M	Operating Mine
P	Operating Mineral Processor

**FIGURE 3.1.** Scope and Terminology related to Employees, Contractors, Suppliers, and Visitors



Adapted from ILO ICSE-18-A: Status in Employment according to type of authority (2018, Resolution concerning statistics on work relationships)

## CRITICAL REQUIREMENTS IN THIS CHAPTER

Throughout the Standard, critical requirements are identified using a red frame. There are six (6) **critical requirements** in this Chapter.

## OPTIONAL IRMA+ REQUIREMENTS IN THIS CHAPTER

Throughout the Standard, optional IRMA+ requirements are identified using a dotted blue frame. There are three (3) **optional IRMA+ requirements** in this Chapter.

In this second draft, IRMA introduces a new category of requirements: IRMA+. These requirements are aspirational and forward-looking. They reflect emerging expectations and recommendations from stakeholders, but currently go above and beyond existing and established best practice. IRMA+ requirements are entirely optional, and they will not affect the scores and achievement levels obtained by the entities choosing to be assessed against them.



# IRMA Requirements

## 3.1.1 Freedom of Association

**3.1.1.1** The ENTITY has a formal policy in place that commits to:

- a. Respect the right of all workers to freedom of association;
- b. Remain neutral in any legitimate unionizing or worker-organizing effort;
- c. Not produce or distribute material that disparages legitimate trade unions; and
- d. Not establish or support a “company union” (or equivalent) that has the effect of undermining legitimate worker representation.

### 3.1.1.2 Critical Requirement

To effectively respect the right of all workers to freedom of association, the ENTITY:

- a. Proactively informs all employees of their right to freedom of association under national labor and employment law (if relevant), including freedom to join (or refrain from joining) a workers’ organization of their own choosing without any negative consequences or retaliation from the ENTITY;
- b. Proactively informs all contractors<sup>6</sup> of their right to freedom of association under national labor and employment law (if relevant), including freedom to join (or refrain from joining) a workers’ organization of their own choosing without any negative consequences or retaliation from the ENTITY;
- c. Provides workers’ representatives with access to facilities needed to carry out their functions in the workplace, including provision of access to designated non-work areas during organizing efforts for the purposes of communicating with workers, and provision of accommodations for workers’ representatives at sites, where relevant<sup>7</sup>; and
- d. Where national law substantially restricts workers’ organizations, the ENTITY allows workers to develop alternative mechanisms to express their grievances and protect their rights regarding working conditions and terms of employment, and does not attempt to influence or control these mechanisms.

## 3.1.2 Collective Bargaining

**3.1.2.1** The ENTITY has a formal policy in place that commits to:

- a. Respect the right of all workers to collective bargaining;
- b. Respect the terms and agreements of Collective Bargaining Agreements (CBA), and not use short-term contracts or other measures to undermine a CBA or avoid or reduce obligations to employees under applicable labor and social security laws and regulations<sup>8</sup>;
- c. Not hire replacement workers in order to prevent, undermine or break up a legal strike, support a lockout, or avoid negotiating in good faith<sup>9</sup>; and
- d. Not impose sanctions on employees, workers’ representatives or workers’ organizations participating in a legal strike<sup>10</sup>.



### 3.1.2.2 Critical Requirement

To effectively respect the right of all workers to collective bargaining, the ENTITY:

- a. During induction: 1) proactively informs all workers of their right to collective bargaining under national labor and employment law (if relevant), and of their rights under any applicable CBA (if relevant); and 2) provides all workers with a copy of any applicable CBA and the contact information for the appropriate trade union (or workers' organization) representative, if relevant<sup>11</sup>;
- b. Negotiates in good faith with employees, workers' representatives and workers' organizations and provides them with information needed for meaningful negotiation in a timely manner<sup>12</sup>; and
- c. Ensures that contracting firms also conform with 3.1.2.1, 3.1.1.2.a and 3.1.1.2.b, using controls, oversight, and/or contractual clauses as appropriate.

## 3.1.3 Non-Discrimination and Equal Opportunity

**3.1.3.1** The ENTITY has a formal non-discrimination and equal opportunity policy (or equivalent) in place that commits to:

- a. Zero tolerance towards discrimination in the workplace;
- b. Never base employment decisions on personal characteristics that are unrelated to inherent job requirements<sup>13</sup>, nor on the need for a reasonable accommodation; and
- c. Always base employment relationships on the principles of equal opportunity, fair treatment, equal pay for equal work<sup>14</sup>, and non-discrimination.<sup>15</sup>

**3.1.3.2** The ENTITY ensures that:

- a. The policy required in 3.1.3.1 is communicated to all workers and available to them on an ongoing basis, in appropriate local language(s) and formats<sup>16</sup>;
- b. All workers, including managers and supervisors, are trained on the policy required in 3.1.3.1, as appropriate to their role<sup>17</sup>; and
- c. Contracting firms also conform with 3.1.3.1, 3.1.3.2.a and 3.1.3.2.b, using controls, oversight, and/or contractual clauses as appropriate.

**3.1.3.3** **IRMA+**

To promote an accessible working environment, the ENTITY<sup>18</sup>:

- a. Offers to provide reasonable accommodations for employees with disabilities in the workplace, if needed. Information on this is made available to all employees and is part of any induction training of new employees;
- b. Systematically identify physical requirements for each role in job descriptions, and proactively reviews work duties to identify potential reasonable accommodations to maximize accessibility to employees with disabilities; and
- c. Assesses, in collaboration with employees with disabilities, existing barriers of premises, websites, IT system, and emergency preparedness and response procedures, and implements an accessibility plan (or equivalent) for gradual elimination of the current barriers.

### 3.1.4 Anti-Harassment

**3.1.4.1** The ENTITY has a formal anti-harassment policy (or equivalent) that:

- a. Commits to zero tolerance towards all forms of bullying and harassment, intimidation, coercion, and workplace violence;
- b. Applies to all employees, contractors, visitors, and business partners, regardless of their seniority levels;
- c. Prohibits all forms of bullying and harassment based on sex, gender identity, and pregnancy, particularly towards female workers; and
- d. Prohibits all forms of bullying and harassment based on other personal characteristics<sup>19</sup>.

**3.1.4.2 Critical Requirement**  
The ENTITY ensures that:

- a. The policy required in 3.1.4.1 is communicated to all workers and available to them on an ongoing basis, in appropriate local language(s) and formats<sup>20</sup>;
- b. All workers, including managers and supervisors, are trained on the policy required in 3.1.4.1, as appropriate to their role<sup>21</sup>; and
- c. Contracting firms also conform with 3.1.4.1, 3.1.4.2.a and 3.1.4.2.b, using controls, oversight, and/or contractual clauses as appropriate.

### 3.1.5 Disciplinary Actions

**3.1.5.1** The ENTITY:

- a. Has a formal disciplinary policy in place that commits to not use corporal punishment, harsh or degrading treatment, sexual or physical harassment, mental, physical or verbal abuse, coercion, or intimidation during disciplinary actions<sup>22</sup>;
- b. Has disciplinary procedures in place that provide specifics pertaining to the disciplinary actions associated with each type of infraction; and
- c. These procedures (b.) detail the process that will be followed in the event of a disciplinary action<sup>23</sup>.

**3.1.5.2** The ENTITY ensures that:

- a. The policy required in 3.1.5.1 is communicated to all workers and available to them on an ongoing basis, in appropriate local language(s) and formats<sup>24</sup>;
- b. All managers and supervisors receive mandatory training on, and understand, the policy and procedures required in 3.1.5.1;
- c. Records of all disciplinary actions taken are kept; and
- d. Contracting firms also conform with 3.1.5.1 using controls, oversight, and/or contractual clauses as appropriate.

### 3.1.6 Child Labor

E1 E2 E3 D M P

**3.1.6.1** The ENTITY has a formal policy in place that commits to:

- a. Avoid and prevent child labor;
- b. Not hire, or use through contracting, children under the age of 18<sup>25</sup> to do hazardous work<sup>26</sup>, or any other work defined as a worst form of child labor by ILO Convention 182 (Worst Forms of Child Labor) and ILO Recommendation 190 (Worst Forms of Child Labor);<sup>27</sup>
- c. Not hire or use children under the age of 15, or under the minimum age outlined in national law, whichever is higher, to do any work (hazardous or otherwise); and
- d. Expect from contractors and suppliers to adhere to this policy.<sup>28</sup>

E1 E2 E3 D M P

#### 3.1.6.2 Critical Requirement

To effectively avoid and prevent child labor:

- a. The ENTITY ensures that the policy required in 3.1.6.1 is proactively communicated to all workers, contracting firms, and suppliers, and is available to them on an ongoing basis, in appropriate local language(s) and formats;<sup>29</sup>
- b. The ENTITY documents the ages of all workers hired or contracted to perform work at the site and associated facilities;
- c. An assessment<sup>30</sup> of the risk of child labor amongst contractors and suppliers is carried out and documented by competent professionals, and updated on a regular basis; and
- d. The ENTITY has a system in place to ensure that, whenever the risk assessment required in c. indicates a high risk of child labor amongst contractors or suppliers in the site's chain of activities, an enhanced human rights due diligence process is conducted by competent professionals to determine if children below the minimum age (for hazardous or non-hazardous work) are being employed by contractors and/or suppliers.

E1 E2 E3 D M P

**3.1.6.3** If any cases of child labor amongst employees are identified through the documentation required in 3.1.6.2.b, the ENTITY:

- a. Takes immediate measures to safely remove these children from their work;
- b. Develops and implements remediation procedures to provide these children with support in their transition to legal work or schooling, taking into consideration their welfare of the child and the financial situation of their child's families; and
- c. Designs and implements internal corrective measures to address presence of child labor within the ENTITY.

E1 E2 E3 D M P

**3.1.6.4** If any cases of child labor amongst contractors are identified through the enhanced human rights due diligence required in 3.1.6.2.d, the ENTITY:

- a. Takes immediate measures to safely remove these children from their work;
- b. Develops and implements remediation procedures to provide these children with support in their transition to legal work or schooling, taking into consideration their welfare of the child and the financial situation of their child's families; and
- c. Works with the contracting firm to design and implement corrective measures to address presence of child labor within the organization and ends the association with the contracting organization if the presence of child labor within the contracting firm is not addressed within a reasonable time frame.



- 3.1.6.5** If any cases of child labor amongst **suppliers** are identified through the enhanced human rights due diligence required in 3.1.6.2.d, the ENTITY:
- Reports the cases to the appropriate authorities;
  - Works with the supplier, to the extent possible, to safely remove these children from their work, and to design and implement corrective measures to address presence of child labor within the organization; and
  - Ends the business relationship with the supplier if these efforts are not feasible or not successful<sup>31</sup>.

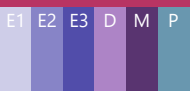


- 3.1.6.6** When a child between 15 and 18 years is **legally** performing **non-hazardous** work on-site, the ENTITY ensures that:
- The risks and impacts on the child's physical or mental health are assessed by competent professionals, and **measures to minimize the risks and actual impacts are developed and implemented;**
  - The national labor authority or, if that is not possible, the ENTITY itself, conducts regular monitoring of the child's health, working conditions, and working hours; and
  - Any problematic situation involving the child is resolved immediately, including through work stoppage to ensure the child's safety, if necessary.**

### 3.1.7 Forced Labor and Trafficking of People



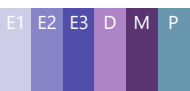
- 3.1.7.1** The ENTITY has a formal policy in place that commits to:
- Avoid and prevent forced labor and the trafficking of people;
  - Not require from workers to pay fees or deposits associated with their recruitment or employment;**
  - Not charge workers with fees for food, clothing, transportation, health checks, documentation, or supplies as part of their recruitment; and**
  - Issue written contracts to workers, in appropriate local language(s)<sup>32</sup>, for review prior to employment<sup>33</sup>;**
  - Allow workers to terminate their employment without penalty if reasonable notice is given per the worker's contract;**
  - Not retain or restrict access to official identity papers and personal documentation originals provided by employees as part of the employment process;**
  - Not unreasonably restrict the movement of workers or their access to basic liberties; and**
  - Contractors and suppliers are also expected to adhere to the policy<sup>34</sup>.**



### 3.1.7.2 Critical Requirement

To effectively avoid and prevent forced labor and the trafficking of people:

- a. The ENTITY ensures that the policy required in 3.1.7.1 is proactively communicated to all workers, contracting firms, and suppliers, and is available to them on an ongoing basis, in appropriate local language(s) and formats<sup>35</sup>;
- b. The ENTITY ensures that personnel directly involved in recruitment processes and human resources management are trained on the policy required in 3.1.7.1, as appropriate to their role<sup>36</sup>;
- c. An assessment<sup>37</sup> of the risk of forced labor and the trafficking of people amongst contractors and suppliers is carried out and documented by competent professionals, and updated on a regular basis; and
- d. The Entity has a system in place to ensure that, whenever the risk assessment required in c. indicates a high risk of forced labor or trafficking of persons amongst contractors or suppliers in the site's chain of activities, an enhanced human rights due diligence process is conducted by competent professionals to determine if forced labor or trafficked people are being used/employed by contractors and/or suppliers.



### 3.1.7.3 If any cases of forced labor or the trafficking of people amongst **employees** are identified, including through whistleblowing notifications and investigations, the ENTITY:

- a. Takes immediate measures to safely remove these individuals from their work;
- b. Provides or facilitates access to, as appropriate to the situation: shelter and accommodation, medical and health-care services and counseling, mental health and psychosocial support, legal assistance; financial assistance; and repatriation assistance or reintegration into the labor market;<sup>38</sup> and
- c. Designs and implements internal corrective measures to address presence of forced labor or the trafficking of people within the ENTITY.



### 3.1.7.4 If any cases of forced labor or the trafficking of people amongst **contractors** are identified through the enhanced human rights due diligence required in 3.1.7.2.d, the ENTITY:

- a. Takes immediate measures to safely remove these individuals from their work;
- b. Provides or facilitates access to, as appropriate to the situation: shelter and accommodation, medical and health-care services and counseling, mental health and psychosocial support, legal assistance; financial assistance; and repatriation assistance or reintegration into the labor market; and
- c. Works with the contracting firm to design and implement corrective measures to address presence of forced labor or trafficked persons within the organization and ends the association with the contracting organization if the presence of forced labor or trafficked persons within the contracting firm is not addressed within a reasonable time frame.



**3.1.7.5** If any cases of forced labor or the trafficking of people amongst suppliers are identified through the enhanced human rights due diligence required in 3.1.7.2.d, the ENTITY:

- a. Reports the cases to the appropriate authorities;
- b. Works with the supplier, to the extent possible, to safely remove these individuals from their work, and to design and implement corrective measures to address presence of forced labor or trafficked persons within the organization; and
- c. Ends the business relationship with the supplier if these efforts are not feasible or not successful.<sup>39</sup>

### 3.1.8 Retrenchment



**3.1.8.1** The Entity has a system in place to ensure that, prior to implementing any collective dismissals/staff retrenchment<sup>40</sup>:

- a. An analysis of alternatives to retrenchment is carried out and documented by competent professionals;
- b. This analysis (a.) is informed by consultations with: 1) Employees and their organizations; 2) Contracting firms, and contractors and their representatives, where contractors are affected; and 3) Where appropriate, representatives of affected communities and/or the government;
- c. If the analysis required in b. does not identify viable alternatives to retrenchment, a retrenchment plan (or equivalent) is developed and documented by competent professionals.



**3.1.8.2** The Entity has a system in place to ensure that, retrenchment plans (developed as per 3.1.8.1.c):

- a. Include measures to reduce the adverse impacts of retrenchment on workers;
- b. Outline a clear timeline and budget for each stage of retrenchment;
- c. Incorporate the principle of non-discrimination by developing objective, fair, and transparent criteria by which workers will be chosen for retrenchment;
- d. Are implemented in a manner that ensures that all employees subject to retrenchment receive notice of dismissal and severance payments mandated by law and CBA (where applicable);
- e. They also receive outstanding back pay, social security benefits, and pension contributions and benefits upon or before termination of the working relationship, or in accordance with a timeline agreed through a collective bargaining agreement, and receive payments directly, or through an appropriate institution that provides certain benefits to workers<sup>41</sup>. Where payments are made to such institutions for the benefit of workers, the workers are provided with evidence of such payments; and
- f. Where contractors are affected, the ENTITY ensures that contracting firms also conform with 3.1.8.2.d and 3.1.8.2.e, using controls, oversight, and/or contractual clauses as appropriate

### 3.1.9 Worker Grievance and Whistleblowing Mechanisms<sup>42</sup>

#### 3.1.9.1 The ENTITY:

- a. Has an operational-level **employee** grievance mechanism in place that allows all **employees**, and their organizations where they exist, to raise, and seek resolution or remedy<sup>43</sup> for, complaints and grievances (hereafter referred to collectively as “grievances”) related to the workplace, working conditions, and/or the ENTITY’s activities;
- b. This grievance mechanism provides for the involvement of an appropriate level of management in the oversight of grievances;
- c. It clearly defines how grievances and communications with employees filing grievances are recorded, acknowledged, investigated, monitored, and equitably resolved or remedied, including with indicative timeframes for each stage of the procedure;
- d. It clearly defines differentiated gender-sensitive procedures specifically designed to provide timely, appropriate, and effective remedies for female and nonbinary complainants, particularly where they are survivors of discrimination and/or sexual- and gender-based violence; and
- e. It clearly defines the procedure for handling grievances that involve allegations of impacts on human rights, including the potential for adjudication by an independent, third-party mediator or mechanism, when dialogue does not lead to agreed remedies<sup>44</sup>.

#### 3.1.9.2 Critical Requirement

This employee grievance mechanism:

- a. Clearly defines how complainants can file grievances anonymously, and/or confidentially;
- b. **Explicitly states that** participation in an operational level grievance mechanism does not preclude a complainant from seeking redress through administrative, judicial, or other non-judicial remedies, and that no remedy provided by an operational-level grievance mechanism requires or implies that complainants waive their right to seek recourse for the same grievance through other available mechanisms;
- c. **Clearly lists options for recourse if a complainant does not find the resolution of their grievance satisfactory and/or if the mechanism is deemed inadequate or inappropriate for handling grievances, especially relating to human rights abuses;**
- d. Ensures that **complainants are not the subject of retaliation or retribution<sup>45</sup>,**
- e. **Ensures that complainants can use the mechanism without prejudice to applicable employment and social rights as well as to any applicable collective agreements; and**
- f. Ensures that **workers’** representatives can be present at any proceedings or discussions relating to a grievance, if requested by the aggrieved employee.

E2 E3 D M P

**3.1.9.3** The ENTITY:

- a. Proactively informs all **employees** of the existence and functioning of the employee grievance mechanism at the time of recruitment/hiring and/or induction;
- b. Ensures grievance procedures are easily accessible to them on an ongoing basis, in appropriate local language(s) and formats<sup>46</sup>;
- c. Ensures that, periodically, **employees** are provided with clearly-communicated opportunities to provide input on how to make the employee grievance mechanism more trusted and accessible; and
- d. Ensures that, at least quarterly, **employees** receive feedback on how their input was considered.

E2 E3 D M P

**3.1.9.4** The ENTITY:

- a. Ensures that relevant personnel directly involved in the implementation and management of the operational-level employee grievance mechanism are trained on, and understand, the proper procedures for handling grievances or concerns expressed through the employee grievance mechanism, including that there will be no retaliation against any individual or group utilizing this mechanism;
- b. Has a clear procedure to identify potential conflicts of interest<sup>47</sup> in grievance management and how these conflicts will be addressed; and
- c. Maintains a record of all concerns submitted through the employee grievance mechanism<sup>48</sup>, communications with involved parties, final resolutions, and the ENTITY's actions taken to respond to and/or resolve the issue.

E2 E3 D M P

**3.1.9.5** The ENTITY ensures that:

- a. Contracting firms also conform with 3.1.9.1 and 3.1.9.2 (having an operational-level grievance mechanism in place for their **employees**) using controls, oversight, and/or contractual clauses as appropriate or, if contracting firms are unable to, it establishes a means to receive grievances directly from **contractors**;
- b. Contracting firms also conform with 3.1.9.3 (information about, and opportunities to input on, the grievance mechanism) using controls, oversight, and/or contractual clauses as appropriate or, if the ENTITY has established a means to receive grievances directly from **contractors**, it extends the provisions of 3.1.9.3 also to **contractors**; and
- c. Contracting firms also conform with 3.1.9.4 (grievance management and record-keeping) and using controls, oversight, and/or contractual clauses as appropriate or, if the ENTITY has established a means to receive grievances directly from **contractors**, it extends the provisions of 3.1.9.4 also to **contractors**.

E2 E3 D M P

**3.1.9.6** The ENTITY:

- a. Proactively informs all **workers** of the whistleblowing mechanism required in 1.6.2<sup>49</sup>;
- b. Ensures whistleblowing procedures are easily accessible to all **workers** on an ongoing basis, in appropriate local language(s) and formats<sup>50</sup>; and
- c. Has a system in place to ensure that, periodically, all **workers** are provided with clearly-communicated opportunities to provide input on how to make the whistleblowing mechanism required in 1.6.2 more trusted and accessible, and they receive feedback on how their input was considered.



### 3.1.10 Wages, Benefits, and Other Compensation

**3.1.10.1** The ENTITY can demonstrate that wages are paid to employees as follows:

- a. When employees are covered by a negotiated collective bargaining agreement (CBA), wages are paid according to the terms of the agreement. If any employees are not covered by a CBA, then living wage applicable to the context of the site and of those employees is determined and/or calculated by competent professionals using a credible methodology<sup>51</sup>, and wages paid to those employees who are not covered by a CBA meet or exceed the higher of applicable legal minimum wage(s)<sup>52</sup> or the living wage;
- b. All overtime hours worked by employees are paid at a rate defined in a CBA, where relevant, or the higher of either the overtime rate outlined in national law or a rate that is at least 125% of the regular hourly wage; and
- c. The ENTITY ensures that contracting firms conform with the sub-requirements a. and b. above through controls, oversight, and/or contractual clauses as appropriate.

**3.1.10.2** The ENTITY ensures that:

- a. All employees are provided with written and understandable information, in appropriate local language(s) and formats<sup>53</sup>, about wages (overtime rates, deductions and bonuses) and benefits before they enter employment, and for the pay period each time they are paid;
- b. Wages are paid in a manner that is reasonable for employees and individual contractors<sup>54</sup>, at least monthly, and without unreasonable delay;
- c. Deductions from wages are not made for disciplinary purposes unless: 1) permitted by a law of the country of operation that guarantees the procedural fairness of the disciplinary action and/or 2) permitted in a freely negotiated CBA or arbitration award; and
- d. Wages, benefits, and deductions of employees and individual contractors are recorded and documented<sup>55</sup>.

**3.1.10.3** If not provided for in a CBA, the ENTITY provides all employees the following benefits, at a minimum:

- a. An annual paid holiday of at least three working weeks per year, after achieving one year of service<sup>56</sup>;
- b. A paid gender-neutral parental leave period of no less than 18 weeks for the primary caregiver, and no less than one week for secondary caregiver, at full pay, as well as paid bereavement leave for death of immediate family members of at least two days; and
- c. Paid personal medical leave with a sufficient wage replacement rate to prevent poverty and ensure essential needs can be met during leave-taking.



**3.1.10.4** In countries where workers' compensation is not provided through government schemes<sup>57</sup> or a CBA or health insurance or other relevant compensation schemes covering occupational health matters, employees are provided with compensation for work-related injuries and illnesses as follows:

- a. The ENTITY compensates employees for work-related injuries or illnesses at a rate that, at minimum, covers medical expenses and wages during the recovery and rehabilitation period;
- b. The ENTITY covers the cost of employee rehabilitation and any reasonable accommodations, if relevant, to facilitate an expeditious return to work;
- c. If an employee is not able to return to work due to the severity of a work-related injury or illness<sup>58</sup>, the ENTITY compensates for lost earnings until the employee qualifies for an adequate pension<sup>59</sup>;
- d. If a work-related illness manifests<sup>60</sup> after an employee has retired, the ENTITY, at minimum, compensates the employee for the related medical expenses;
- e. Where an employee dies as a result of a work-related injury or illness, the ENTITY: 1) Covers the cost of funeral expenses and transportation of the employee's body; 2) Provides compensation to the family of the deceased employee that is equal to or greater than three months of the employee's salary; and 3) Offers to pay for counseling or other forms of psychological support for family members.



**3.1.10.5** The ENTITY ensures that contracting firms conform with the following requirements through controls, oversight, and/or contractual clauses as appropriate:

- a. 3.1.10.2 (wages);
- b. 3.1.10.5 (benefits); and
- c. 3.1.10.6 (compensation for work-related injuries and illnesses).



**3.1.10.6** If the ENTITY provides housing arrangements for workers that are not free, it has systems in place to ensure they meet the following requirements:

- a. Rental arrangements, including any fees for accommodations or services, are discussed during recruitment and are clearly specified in employment contracts (or contractual clauses with contractors);
- b. Rental arrangements, including any fees for accommodations or services never lead to a worker becoming indebted to the employer
- c. Rental rates do not exceed local norms/market conditions;
- d. Employees are not required to sign up for rental of accommodations that exceed their period of employment (or the period of contract applicable to the contractors' employees);
- e. Workers are provided with a reasonable period of time to vacate the premises when their contract of employment is terminated; and
- f. There are no fees or penalties for leaving accommodations early.<sup>61</sup>



**3.1.10.7** **IRMA+**

The ENTITY ensures that contracting firms conform with requirement 3.1.10.3 related to paid holiday, parental leave, bereavement leave, and medical leave, through controls, oversight, and/or contractual clauses as appropriate.

### 3.1.11 Working Hours

#### 3.1.11.1 The ENTITY ensures that:

- a. For all its employees and individual contractors, regular working hours do not exceed 8 hours per day, or 48 hours per week<sup>62</sup>;
- b. Where employees (and contractors whose working hours are under the ENTITY's direct control) work in shifts, the 8-hour day and 48-hour week is not exceeded unless the average number of regular hours worked over a 3-week period does not exceed 8 hours per day and 48 hours per week;
- c. Employees and individual contractors are provided with appropriate paid time off for meals and breaks, i.e. unless otherwise provided for under a CBA, this means at least two 15-minute and one 30-minute break per 6 hours worked;
- d. Employees and individual contractors are provided with reasonable accommodations of the timing of breaks to allow for workers' religious practices;
- e. Contracting firms conform with a. to d. for all their employees, through controls, oversight, and/or contractual clauses as appropriate

#### 3.1.11.2 The ENTITY ensures that:

- a. All employees are provided with at least 24 consecutive hours off in every 7-day period, unless a freely negotiated CBA is in force that allows variances to this rest period;
- b. Overtime hours are allowed for employees as long as they are always consensual and limited to 12 hours per week unless a freely negotiated CBA is in force that allows variances to this overtime limit<sup>63</sup>;
- c. If no negotiated CBA is in force to allow such variances, exceptions to a. and b. only occur if a process is in place, carried out in collaboration with workers' health and safety representatives, to assess, mitigate, and monitor the potential impacts of the alternative rest schedule and/or overtime limit on the safety, health and wellbeing of employees.<sup>64</sup> If impacts to worker safety, health or wellbeing are occurring, the 24 consecutive hours off in every 7-day period and/or the 12-hour-maximum overtime per week rule, is reinstated until another assessment can be undertaken;
- d. Hours worked, regular and overtime, by employees and individual contractors are recorded and documented;
- e. Hours taken for annual, medical, and parental leave, by employees and individual contractors are recorded and documented; and
- f. Contracting firms conform with d. and e. for all their employees, through controls, oversight, and/or contractual clauses as appropriate.

#### 3.1.11.3 IRMA+

The ENTITY develops and implements controls, oversight and/or contractual clauses to ensure that all its suppliers also conform with requirements 3.1.11.1 and 3.1.11.2 in order to prevent risks of modern slavery<sup>65</sup> and to ensure decent and healthy working conditions for all workers among its suppliers' workforces.

## CROSS REFERENCES TO OTHER CHAPTERS

This table will be added when the new content for all chapters is finalized and approved.

## CHAPTER ENDNOTES

<sup>1</sup> E.g., Responsible Business Alliance. 2021. Environmental, Social and Governance (ESG) Standard for Mineral Supply Chains. Requirement VI-3.

[https://www.responsiblemineralsinitiative.org/media/docs/standards/RMI\\_RMAP%20ESG%20Standard%20for%20Mineral%20Supply%20Chains\\_June32021\\_FINAL.pdf](https://www.responsiblemineralsinitiative.org/media/docs/standards/RMI_RMAP%20ESG%20Standard%20for%20Mineral%20Supply%20Chains_June32021_FINAL.pdf)

<sup>2</sup> Responsible Business Association. 2021. Environmental, Social & Governance (ESG) Standard for Mineral Supply Chains. Requirement VII.3.

[https://www.responsiblemineralsinitiative.org/media/docs/standards/RMI\\_RMAP%20ESG%20Standard%20for%20Mineral%20Supply%20Chains\\_June32021\\_FINAL.pdf](https://www.responsiblemineralsinitiative.org/media/docs/standards/RMI_RMAP%20ESG%20Standard%20for%20Mineral%20Supply%20Chains_June32021_FINAL.pdf)

<sup>3</sup> Towards Sustainable Mining (TSM) 'Preventing Child and Forced Labour Protocol', Mining Association of Canada (June 2019), p.3. Available at: [https://mining.ca/wp-content/uploads/dlm\\_uploads/2023/04/Preventing-Child-and-Forced-Labour-Protocol-English.pdf](https://mining.ca/wp-content/uploads/dlm_uploads/2023/04/Preventing-Child-and-Forced-Labour-Protocol-English.pdf)

<sup>4</sup> International Labor Organization (ILO). (No date). Fact Sheet: Rest Periods. [https://www.ilo.org/wcmsp5/groups/public/---ed\\_protect/---protrav/---travail/documents/publication/wcms\\_491374.pdf](https://www.ilo.org/wcmsp5/groups/public/---ed_protect/---protrav/---travail/documents/publication/wcms_491374.pdf)

<sup>5</sup> ResponsibleSteel. 2022. ResponsibleSteel International Standard. V.2.0. Requirement 6.9.1.c.

<https://www.responsiblesteel.org/standard/>

Responsible Jewellery Council. 2019. Code of Practices. Requirement 16.5. <https://www.responsiblejewellery.com/wp-content/uploads/RJC-COP-2019-V1.2-Standards.pdf>

<sup>6</sup> An ENTITY can proactively inform contractors' workers through posters, training, as part of mandatory induction etc...

<sup>7</sup> For example, at remotely located sites.

<sup>8</sup> Short-term contracts can be used under certain circumstances, i.e., for fixed-term service providers (i.e., a consultant or specialist contracted to meet a specific, time-constrained need), or to meet temporary business needs. However, the use of successive short-term contracts (without benefits) for the same person/role or for extended periods of time to cover ongoing, routine tasks necessary for the organization to operate may indicate that there is an intent to avoid labor obligations and will be investigated as such by auditors.

<sup>9</sup> The ENTITY may, however, hire replacement workers to ensure that critical maintenance, health and safety, and environmental control measures are maintained during a legal strike.

<sup>10</sup> Nothing in this requirement shall remove the right of an ENTITY to seek enforcement action when workers, workers' representatives or workers' organizations are operating in contravention to laws or regulations.

<sup>11</sup> If the ENTITY has another process in place that meets the intent of this requirement - e.g., allowing unions to speak to all new recruits during induction - then this can fulfil the requirement to 'provide contact information for unions'.

<sup>12</sup> The frequency of engagement should be agreed by the ENTITY and workers' representatives.

<sup>13</sup> "Employment decisions" include: recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

"Personal characteristics unrelated to inherent job requirements" may include: gender, race, nationality, ethnicity, social class, religion or belief, disability, HIV status, age, sexual orientation, marital status, parental status, worker status (e.g., local vs. migrant workers, temporary versus permanent workers), political affiliation, union membership, or veteran status.

Regarding workers with disabilities, see also UN Global Compact Guide for Business on the Rights of Persons with Disabilities, 2027. <https://unglobalcompact.org/library/5381>

<sup>14</sup> Equal pay for equal work refers to the right of women and men to receive equal remuneration for work of equal value - this means men and women working in identical or similar jobs should receive the same pay, as well as when working in different jobs that can be shown to be of equal value in terms of required skills, qualifications, working conditions, level of responsibility, and effort required by the job (see Equal Pay International Coalition web site, "Equal pay for work of equal value," <https://www.equalpayinternationalcoalition.org/equal-pay/>).

<sup>15</sup> The only acceptable exceptions with respect to hiring and recruitment are: 1) targets or quotas mandated by law; or 2) ENTITY targets for the employment of local residents, Indigenous Peoples, or individuals who have been historically disadvantaged including disabled persons, if there are explicit goals and justification for such targets.

<sup>16</sup> For visually-impaired, blind, and deafblind, workers who are Braille readers, the ENTITY should provide braille copies. Guidance: This can be done at the time of recruitment, hiring or during induction trainings.

<sup>17</sup> All workers can receive basic training during mandatory induction, while supervisors and managers should receive more advanced training (for contractors' supervisors and managers, this could take place through joint training with the ENTITY's staff).

<sup>18</sup> See also UN Global Compact Guide for Business on the Rights of Persons with Disabilities (2017) <https://unglobalcompact.org/library/5381>.

<sup>19</sup> Personal characteristics may include: gender, race, nationality, ethnicity, social class, religion or belief, disability, HIV status, age, sexual orientation, marital status, parental status, worker status (e.g., local vs. migrant workers, temporary versus permanent workers), political affiliation, union membership, or veteran status.

<sup>20</sup> For visually-impaired, blind, and deafblind, workers who are Braille readers, the ENTITY should provide braille copies. Guidance: This can be done at the time of recruitment, hiring or during induction trainings.

<sup>21</sup> All workers can receive basic training during mandatory induction, while supervisors and managers should receive more advanced training (for contractors' supervisors and managers, this could take place through joint training with the ENTITY's staff).

<sup>22</sup> If the anti-harassment policy required in Section 3.1.4 or another policy includes references to not using the listed behaviors during disciplinary actions, then a separate policy would not be necessary.

<sup>23</sup> Including timelines for resolution, appeals process, proper documentation, etc.

<sup>24</sup> For visually-impaired, blind, and deafblind, workers who are Braille readers, the ENTITY should provide braille copies. Guidance: This can be done at the time of recruitment, hiring or during induction trainings.

<sup>25</sup> Age 18 is the dividing line between childhood and adulthood according to the major ILO child labor conventions (Nos. 138 and 182), and the United Nations Convention on the Rights of the Child (CRC). Although many cultural traditions and personal characteristics could argue for a higher or lower age, in first crafting and then in ratifying these Conventions the international community has determined that people under 18 are children and have the right to special protection. (International Labor Organization. 2011. Children in Hazardous Work: what we know, what we need to know. [http://www.ilo.org/wcmsp5/groups/public/---dgreports/---dcomm/---publ/documents/publication/wcms\\_155428.pdf](http://www.ilo.org/wcmsp5/groups/public/---dgreports/---dcomm/---publ/documents/publication/wcms_155428.pdf)

<sup>26</sup> E.g., working at heights or in confined spaces, or where there is exposure to hazardous substances. Examples of hazardous work activities include work (i) with exposure to physical, psychological, or sexual abuse; (ii) underground, underwater, working at heights, or in confined spaces; (iii) with dangerous machinery, equipment, or tools, or involving handling of heavy loads; (iv) in unhealthy environments exposing the worker to hazardous substances, agents, processes, temperatures, noise, or vibration damaging to health; or (v) under difficult conditions such as long hours, late night, or confinement by employer. (Source: IFC. 2012. Performance Standard 2: Labor and Working Conditions. Footnote 12. Available at: <https://www.ifc.org/en/insights-reports/2012/ifc-performance-standards>)

<sup>27</sup> International Labour Organization (ILO). C182, Works Forms of Child Labour Convention, 1999 (No. 182). Available at, [https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100\\_ILO\\_CODE:C182](https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C182); International Labour Organization (ILO) "R190 - Worst Forms of Child Labour Recommendation, 1999 (No. 190)", available at, [https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO:12100:P12100\\_INSTRUMENT\\_ID:312528:NO](https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO:12100:P12100_INSTRUMENT_ID:312528:NO)

<sup>28</sup> For suppliers, a Supplier Code of Conduct or equivalent would be a common piece of relevant evidence to demonstrate the policy, procedure and protocols are in place.

<sup>29</sup> For visually-impaired, blind, and deafblind, workers who are Braille readers, the ENTITY should provide braille copies. Guidance: This can be done at the time of recruitment, hiring or during induction trainings.

<sup>30</sup> This can be a stand-alone assessment or it could be conducted as part of the human rights risk assessment, per requirement 1.3.2.1. If the project/operation is located in or sourcing minerals from a conflict-affected and high-risk area, child labor should be one of the issues assessed in the conflict risk assessment. If child labor is identified as a risk, the due diligence outlined in Chapter 1.5 applies.

<sup>31</sup> See also in Chapter 1.4, Section 1.4.8 on Suspension and Termination of Business Relationships.

<sup>32</sup> For visually-impaired, blind, and deafblind, employees who are Braille readers, the ENTITY should provide braille copies.

<sup>33</sup> Guidance notes: foreign workers must be provided with a copy of their contract prior to leaving their country of origin, and no substitutions or changes to the content of the contract can be made upon arrival in the receiving country. An exception to this is if changes are required to meet local laws and result in equal or more favourable terms for the employee. A similar approach is utilized in the Responsible Minerals Initiative's 'Environmental, Social & Governance (ESG) Standard for Mineral Supply Chains' (June 2021).

<sup>34</sup> For suppliers, a Supplier Code of Conduct or equivalent would be a common piece of relevant evidence to demonstrate the policy, procedure and protocols are in place.

<sup>35</sup> For visually-impaired, blind, and deafblind, workers who are Braille readers, the ENTITY should provide braille copies. Guidance: This can be done at the time of recruitment, hiring or during induction trainings.

<sup>36</sup> All workers can receive basic training during mandatory induction, while supervisors and managers should receive more advanced training (for contractors' supervisors and managers, this could take place through joint training with the ENTITY's staff).

<sup>37</sup> This can be a stand-alone assessment or it could be conducted as part of the human rights risk assessment, per requirement 1.3.2.1. If the project/operation is operating in or sourcing minerals from a conflict-affected and high-risk area, forced labor should be one of the issues assessed in the conflict risk assessment. If forced labor is identified as a risk, the due diligence outlined in Chapter 1.5 applies.

<sup>38</sup> Adapted from the International Organization for Migration (IOM) "Remediation Guidelines for Victims of Exploitation in Extended Mineral Chains" (2018), available at [https://publications.iom.int/system/files/pdf/remediation\\_guidelines.pdf](https://publications.iom.int/system/files/pdf/remediation_guidelines.pdf) and the ILO "Combating forced Labor: A Handbook for Employers & Business" (2015), available at: [https://www.ilo.org/wcmsp5/groups/public/---ed\\_norm/---declaration/documents/publication/wcms\\_101171.pdf](https://www.ilo.org/wcmsp5/groups/public/---ed_norm/---declaration/documents/publication/wcms_101171.pdf)

<sup>39</sup> See also in Chapter 1.4, Section 1.4.8 on Suspension and Termination of Business Relationships.

<sup>40</sup> Including planned retrenchment strategies ahead of the closure and post-closure phases of operations.

<sup>41</sup> E.g., pension or health funds.

<sup>42</sup> Most of the requirements related to a whistleblowing mechanism (accessible to all stakeholders, including employees and contractors), are included in Chapter 1.6.

<sup>43</sup> The Entity's duty to remediate all its impacts on workers' rights and/or their fundamental human rights is covered in Chapter 1.3.

<sup>44</sup> This is in accordance with IRMA Chapter 1.3, which requires that any identified human rights impacts be managed by developing "timely ... mitigation strategies and remediation in collaboration with affected rights-holders. If mutually acceptable remedies cannot be found through dialogue, the ENTITY attempts to reach agreement through an independent, third-party mediator or another means mutually acceptable to affected rights-holders." (See Chapter 1.3, requirement 1.3.4.3).

<sup>45</sup> Retaliation can take the form of termination of employment, demotion, unfair/discriminatory/unequal assignment of work-related tasks seen as undesirable, withholding of benefits or rejection of valid requests for leave, etc. Ways to ensure this include maintaining confidentiality or anonymity (as per a.).

<sup>46</sup> For visually-impaired, blind, and deafblind, workers who are Braille readers, the ENTITY should provide braille copies. Guidance: This can be done at the time of recruitment, hiring or during induction trainings.

<sup>47</sup> In this context, potential conflicts of interest may occur when the personal interests or relations of the persons handling a grievance – family, friendships, financial, or social factors – could compromise their judgment, decisions, or actions vis-à-vis the grievance.

<sup>48</sup> Recording of whistleblowing notifications, and actions in response, are included in Chapter 1.6.

<sup>49</sup> For employees: at the time of recruitment/hiring and/or induction; and for contractors: by using controls, oversight, and/or contractual clauses as appropriate.

<sup>50</sup> For visually-impaired, blind, and deafblind, workers who are Braille readers, the ENTITY should provide braille copies. Guidance: This can be done at the time of recruitment, hiring or during induction trainings.

<sup>51</sup> The determination of whether the wages paid to an ENTITY's workers constitute a 'living wage' within the specific country context must draw on internationally established best practice and/or external reports or expertise concerning determination of a living wage. The Anker Methodology is the most prominent approach to calculating living wage (see <https://ankerresearchinstitute.org> and "The Anker Methodology for Estimating a Living wage: <https://globallivingwage.org/about/anker-methodology/>); however, any methodology that meets the definition of a credible methodology will be accepted.

<sup>52</sup> In some jurisdictions there are different minimum wage levels set for different types of workers.

<sup>53</sup> For visually-impaired, blind, and deafblind, workers who are Braille readers, the ENTITY should provide braille copies. Guidance: This can be done at the time of recruitment, hiring or during induction trainings.

<sup>54</sup> E.g., bank transfer, cash, or check, ensuring the manner is reasonable for the employees.

<sup>55</sup> We will add guidance notes stating that auditors need to check that benefits such as social security, pension and other contributions required by national law are being paid, and that the ENTITY is paying legally mandated deductions from workers' wages to the government as required by national laws. (As per Chapter 1.1, companies are required to comply with country of operation's laws).

<sup>56</sup> A worker whose length of service in any year is less than that required for the full entitlement shall be entitled in respect of that year to a holiday with pay proportionate to his or her length of service during that year. (Based on ILO C132 – Holidays with Pay Convention (Revised), 1970 (No. 132).

[http://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100::NO:12100:P12100\\_ILO\\_CODE:C132:NO](http://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100::NO:12100:P12100_ILO_CODE:C132:NO)

<sup>57</sup> Many, but not all countries have workers' compensation schemes. For example, a 2002 report found that 136 countries had worker compensation programs, meaning that approximately 60 did not. (Eleson, R. 2002. International Workers' Compensation. Prepared for the Indiana Compensation Rating Bureau. <http://compclues.icrb.net/file/29dbcff9-2752-4fed-bfdc-422c8c403483>)

<sup>58</sup> If an occupational illness manifests after an employee has retired, the ENTITY or its corporate owner must still compensate the employee for related medical expenses, unless the ENTITY or its corporate owner can establish that the illness was not connected to the employee's employment at the site.

<sup>59</sup> If the government does not provide for an "adequate pension," the ENTITY would be expected to supplement the government pension so that an employee was receiving equivalent to 2/3 or more of the salary they would otherwise receive; if no government pension program exists, the ENTITY would be expected to pay compensation equivalent to 2/3 or more of the salary the employee would otherwise normally receive if healthy and working. Normally, this requirement can be met by providing the appropriate public or private disability insurance coverage.

<sup>60</sup> This is not applicable if the Entity can establish that the illness was not connected to the employee's work at the site or its associated facilities.

<sup>61</sup> For example, if a worker voluntarily terminates their employment before their contract is up.

<sup>62</sup> The work referenced in this requirement includes any off-site work performed by employees and individual contractors.

<sup>63</sup> Overtime hours must be paid in accordance with 3.1.10.1.

<sup>64</sup> In collaboration with worker's health and safety representatives, measures to prevent and/or minimize the impacts are developed and implemented, and monitoring is conducted to determine the effectiveness of the impact mitigation.

<sup>65</sup> The ILO, WalkFree, and International Organization for Migration published a report in 2021 estimating that approximately 50 million people are in a situation of modern slavery (consisting of both forced labor and forced marriage) on any given day. See [https://cdn.walkfree.org/content/uploads/2022/09/12142341/GEMS-2022\\_Report\\_EN\\_V8.pdf](https://cdn.walkfree.org/content/uploads/2022/09/12142341/GEMS-2022_Report_EN_V8.pdf)

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