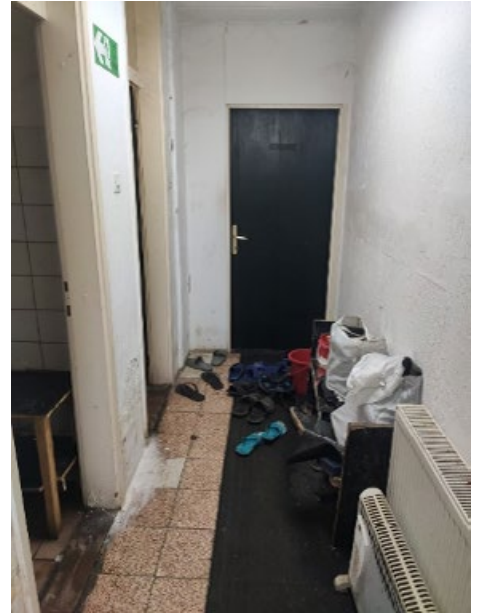




**FROM DREAMS TO DEBT  
AND EXPLOITATION:  
THE UNTOLD STORY  
OF 11 TRAFFICKED  
WORKERS IN SERBIA**

# **Suspected Human Trafficking of Indian Workers in Serbia**

The case of 11 workers from India,  
presumed victims of trafficking in human beings  
for the purpose of labour exploitation, in Zrenjanin  
*March 2024*



**RECEIPT (with no signature or name of the company)**

*"I hereby confirm that I have received the amount of 2330 euros and that I have been paid in full for the work that I have done in Serbia and that I no longer have any claims against employers in the Republic of Serbia on any basis. I confirm that I have received the flight ticket on the route Belgrade-Dubai-Mumbai".*

Zrenjanin, February 11, 2024.

# Table of Contents

<b>1. Introduction</b> .....	<b>5</b>
<b>2. Brief overview of the case</b> .....	<b>9</b>
<b>3. Main issues detected: indicators of forced labour, lacking state response and unsatisfactory outcome of the case</b> .....	<b>15</b>
A. Assessment of the international indicators of forced labour and exploitation . . .	15
B. ASTRA's actions and state response in providing protection and assistance to the workers .....	17
<b>4. Concluding remarks</b> .....	<b>22</b>
<b>Anex 1 - International Labour Organisation indicators, current situation and findings</b> .....	<b>23</b>
<b>Anex 2 - Additional Reading</b> .....	<b>32</b>
<b>Anex 3 - Temporary Residence of a Foreigner Who Is a Presumed Victim of Trafficking in Human Beings</b> .....	<b>34</b>

# 1. Introduction

This report by ASTRA – Anti-Trafficking Action, details a suspected **case of labour exploitation** involving 11 Indian workers contracted by **China Energy Engineering Group Tianjin Electric Power Construction Co. LTD's** Belgrade branch in Zrenjanin, Serbia.

ASTRA began assisting the workers in late January 2024 after being contacted by the workers. Within a month, on February 11th, the workers left Serbia abruptly. Despite the short timeframe, ASTRA collected significant evidence, including documents, footage, and testimonials from the workers.

This report, available in both a short and longer version, serves a dual purpose:

- I. Warning Sign:** To highlight concerning practices towards migrant workers seeking decent employment in Serbia.
- II. State Response Evaluation:** To assess the state institutions' reactions or lack thereof regarding this case.

This incident reflects a broader trend. Similar cases involving foreign workers have emerged in Serbia over the past five years, often sharing common recruitment and employment elements. These cases also reveal evolving trends in exploitation methods and concerning gaps in the state's response.

Serbia's growing foreign workforce requires a clear, competent framework to address human and labour rights violations effectively, for both foreign and domestic workers.

## The report is structured as follows:

- **Brief overview:** A concise overview of the case presented chronologically.
- **Main Issues:** This section delves into the key aspects of the case, including:
  - › A summary of the assessed indicators of forced labour as identified by the International Labour Organization (ILO).
  - › An overview of ASTRA's action and state's response to the allegations and the overall outcome of the case.
- **Concluding Remarks:** This section provides insights drawn from the specific case and their broader relevance to the context of labour migration in Serbia.

## Annexes:

- **Annex 1:** This annex details the case, categorized based on specific ILO indicators of forced labour, providing a deeper dive into the evidence.
- **Annex 2:** This annex presents additional information and trends related to labour migration in Serbia, offering a broader context.

## IMPORTANT NOTES:

### 1. ASTRA's Role and Approach

ASTRA is a non-governmental, not for profit organization advocating against human trafficking and any form of exploitation, which prioritizes supporting those at risk and victims of trafficking. Our work is centered on putting people first.

### 2. Data Collection and Analysis

To engage with state institutions effectively, ASTRA meticulously collected and analyzed a vast amount of documentation, testimonials, and data. This comprehensive approach aimed to gain a deeper understanding of the root causes and recurring consequences that expose foreign workers to labour rights and human rights violations.

### 3. Evidence and Reporting

This report primarily relies on documented evidence compiled by ASTRA, including testimonials, source links, photos, videos, and screenshots. However, some analyzed information presented inconsistencies or contradictions, hindering definitive conclusions. Despite these limitations, we believe this information merits further investigation by the relevant authorities. ASTRA's role was to meticulously analyze, compile, and report this information to the mandated authorities.

### 4. Acknowledgements

ASTRA extends its sincere gratitude to our colleague front line human right defenders, local activist Tara Rukeci Milivojević, and independent professionals from national and international media outlets. Their professional reporting and actions<sup>12</sup> regarding this case significantly contributed to gathering substantial evidence and amplifying calls for accountability from Serbian authorities.

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<sup>1</sup> [Kineski građevinar: Optužbe za eksploataciju i trgovinu ljudima uz dugove srpskim firmama | BIRN](#)

<sup>2</sup> [‘Modus Operandi’: Chinese Firm’s Trail of Debt, Labour Exploitation in Serbia | Balkan Insight](#)

## IMPORTANT NOTES:

<b>2018-2019 Pre-COVID</b>	Serbia is starting to notice a slow but constant rise in the number of migrant workers arriving in Serbia for work.
<b>2019-2020</b>	A number of Indian workers were engaged in the construction of roads in Serbia, facing issues with their legal status, mistreatment and potential labour exploitation. The case ended with the departure of the workers with no concrete remedial support or action from the side of the state.
<b>2021-2022</b>	Hundreds of workers from Vietnam were engaged in the construction of a factory in Zrenjanin, facing similar concerns about workers' legal status, exploitation, and human trafficking. Once more, the case ended with the workers leaving the country, without adequate state reaction to the obvious breaches of labour and human rights of the workers.
<b>2021-2022</b>	Several major international stakeholders, including the European Parliament issued resolutions and petitions <b>addressing the Serbian government</b> in relation to the case of Vietnamese workers <sup>3</sup> .
<b>2022 2023</b>	Among other international reports, The US State Department's human Trafficking in Persons (TIP) report highlights that approximately 500 Vietnamese <b>workers were subjected to forced labour</b> at a factory owned by the People's Republic of China in Serbia.
<b>October 2023</b>	Serbian Ombudsman published a report concluding that <b>there were no irregularities or illegalities</b> in the acts and actions of administrative bodies regarding human trafficking in the case of Vietnamese workers in Linglong factory in Zrenjanin.

<sup>3</sup> **European Parliament resolution** on forced labour in the Linglong factory and environmental protests in Serbia (December 2021), **Joint statement of UN experts** (January 2022) expressing their deep concern because of the alleged trafficking of Vietnamese migrant workers to Serbia, and **UN Committee on Economic, Social and Cultural Rights**, Concluding Observations regarding trafficking in human beings, improving the position and respecting the rights of victims, and the specific case of potential trafficking in human beings for the purpose of labour exploitation of Vietnamese workers engaged in the construction of the Linglong tire factory.

<b>January 2024</b>	<p><b>A new case arises.</b> The victims are 14 citizens of India, arrived to Serbia, to work at the almost identical location as the Vietnamese workers, two and a half years earlier. This report is elaborating in detail, the circumstances around this case.</p> <p>Total of 11 workers left Serbia in February, while the remaining three workers<sup>4</sup> are still in the country.</p> <hr/> <p><b>Additional three workers from India</b> asked for assistance, finding themselves in an almost identical situation, as the 11 workers from this report. The proceedings of the state and the company in regards to the workers in this case differs from the previous case. The workers are currently accommodated in one Asylum Centres at the far south-west of Serbia.</p>
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<sup>4</sup> Three workers were subjected to the similar harassment and threats as the group of the 11 workers. Unlike the larger group of 11, three workers were relocated to one of the Asylum Centres after reports on the conditions and circumstances they are in while staying in Zrenjanin. Together with other occupants of the Center, they suffered from food poisoning during the first weekend of their stay there. At some point their SIM cards were terminated which restricted their ability to communicate to the outside world. Center for the Protection of Victims of Human Trafficking informed ASTRA about the ongoing procedure of granting temporary residence to the three workers for a period of three months.



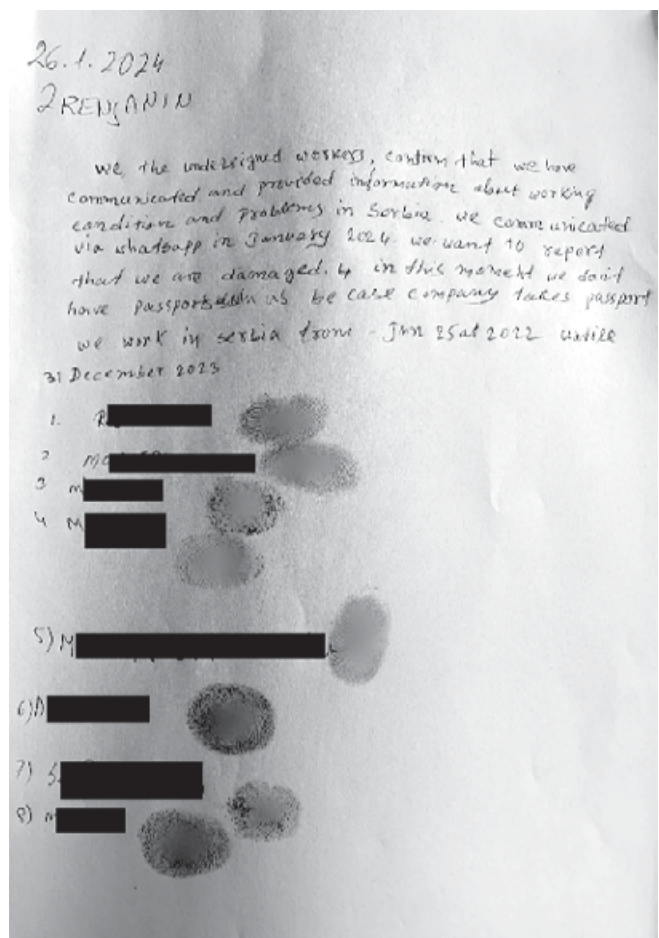
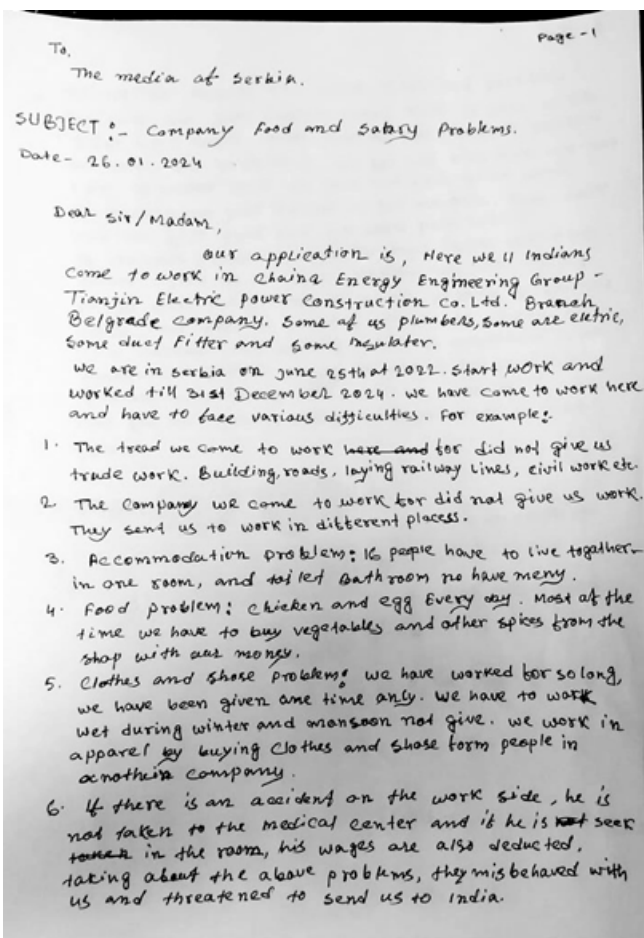
## 2. Brief overview of the case

This section of the report presents main facts and findings **in bullet-points** as brief as possible in order to allow swift introduction to the overall case, since the beginning till the date of the workers' departure.

The findings are clustered around the following areas:

- (1) Recruitment and arrival of the workers from India to Serbia,
- (2) Hiring company, job description and other contractual conditions,
- (3) Articles of the work contracts that violate the Serbian labour law,
- (4) Contracted job position VS. actual work done,
- (5) Accommodation, living conditions, and other non-job related circumstances for the workers
- (6) Harassment of the workers, threats and pressure to leave the country
- (7) The circumstance of the workers' departure to India.

There is a separate part of the report - ANNEX 1, with details on each event and procedure, clustered around the **International Labour Organization indicators of forced labour**, compared to factual situation and findings.



## BRIEF OVERVIEW OF THE CASE

### 1. Recruitment and arrival of the workers to Serbia

- In 2022, The workers were recruited to work through an agency from New Delhi, [M&S International](#).
- The hiring company was China Energy Engineering Group Tianjin Electric Power Construction.
- For its services (recruitment, transportation to Serbia, obtaining a visa and accommodation), the agency charged workers **3,500 US dollars** each.
- The majority of the workers had to borrow money or ensure a loan with a bank to pay for the agency fees.
- At the airport in Serbia, they were met the representatives of the China Energy Engineering Group Tianjin Electric Power Construction, and were taken to the address Industrijska zona jugoistok bb in Zrenjanin, which is the premise of the Penpharm doo Zrenjanin factory.
- Upon the arrival, the management of the company confiscated their passports under the pretext that such is the procedure in Serbia; the employer, for security reasons, takes and keeps the passports of foreign workers in their possession.

### 2. Hiring company, job position and main issues with the contract

- The majority of the workers arrived in Serbia in June 2022.
- The workers signed a contract with the **China Energy Engineering Group Tianjin Electric Power Construction Co. LTD**, branch, Belgrade.
- The job description in the contract consisted of only one word - a **ductman**.
- The salary offered was approximately 700 USD.
- The contract included a trial period set at two months and the overall employment duration was set at two years.
- The employer's obligations are to cover:
  - › visas and temporary residence permit,
  - › accommodation,
  - › food (three meals a day),
  - › medical insurance,
  - › safety equipment and uniforms.
- It is also stated in the contract that *All the other terms and conditions will be conform the Labour laws in Serbia.*

### 3. Illegal articles of the work contracts, irregular stay

- In Article 4, the contract defines working hours that are in conflict with the valid provisions of the Labour Law; working hours are set at **10 hours** a day.
- Article 5A of the contract states that a worker who does not meet the employer's criteria during the probationary period, the employer has the right to reduce the worker's contracted salary, assign him to another position or terminate the contract and send the worker back to India at his own expense. This violates the Serbian labour law.
- The contracted weekly working hours **exceed the maximum allowed working hours of 40 hours** during the working week;

- It is unclear whether the salary mentioned in Article 4 is a **net or gross amount**, as well as whether the basic salary refers to the contracted work of 26 days per month/10 hours per day. If this is the case, also this provision is a violation of the labour law.
- At the time when ASTRA contacted the workers, the employer was already at least two months behind with payment.
- Article 14 contains a provision that if the employee for any reason decides to terminate the contract before the expiry of the two-year period, the worker will be deported to India at his own expense.
- The costs incurred by the employer when bringing the employee to Serbia, including all costs related to insurance, etc. will be paid by the employee to the employer and the employee will provide his own air ticket to India. Also these are violations and create debt bondage.
- According to the workers, despite their irregular stay, they continued to be employed by their employers until December 31, 2023. years.

#### 4. Contracted job position versus the actual work done

- The workers signed a contract with the company China Energy Engineering Group Tianjin Electric Power Construction Co. LTD, branch, Belgrade.
- In addition to the contracted job, the employer was directing workers to perform work for another employer (LYQ Ltd).
- Among others, the performed work consisted of welding train tracks outside the city of Subotica, which was not specified in the contract.
- While performing work for LYQ Ltd., they were accommodated close to Azotara (industrial complex), at the address of the company (Vojput doo, Asfaltna Baza Subotica).
- The workers were not trained to do the welding job, they did not receive a proper training, nor the adequate equipment and safety measures for the job.
- This resulted in injuries of the workers.

#### 5. Accommodation, living conditions, and other non-job related circumstances for the workers

- **16 workers** stayed in **one room**, with two toilets.
- Heating and electricity were provided partially - there was no heating in the bathrooms and the kitchen.
- **Not enough food** was provided. Instead of three meals, agreed by the contract, the employer offered only two meals a day. The food that was delivered was of **questionable quality**.
- Food preparation and cooking took place in the same room that was used for sleeping.
- The employer **did not inform the workers** that the water from the **water supply in Zrenjanin is unfit for drinking** (for the past 18 years!) due to the high amount of arsenic in the water, **nor did he provide alternative drinking water**.
- The workers were not provided with a washing machine, but they washed their clothes by hand with cold water and dried them on clotheslines inside or outside the house, depending on the weather.

- The employer did not provide mattresses for the beds, so the workers slept on beds that were covered with just blankets and were uncomfortable to sleep on. Workers did not have the clothing for colder weather. All workers that ASTRA was in direct contact with, were dressed inadequately for the weather conditions, without appropriate footwear; workers wore sneakers or slippers.
- The workers were **moved around different locations** during their stay in Serbia: first, they were housed at the address of the premises of the Penpharm doo Zrenjanin factory, where they had registered their residence. Secondly, while they were working on the construction of the Serbian railway, they were housed at the address of the company Vojput doo, Asfaltna Baza Subotica, and finally they were also transferred to another address in Zrenjanin: Pančevačka - Petra Drapšina 1 (PS Elektrouniversal-Lux), within the former Servo Mihalj plant.

## 6. Harrasment of the workers, threats and pressure to leave the country


- In late January, at the moment when the workers reached out for help to activists, ASTRA and the media, they were **still without their passports** and **already in an irregular stay for months**.
- The attitude towards the workers **worsened after addressing the media and civil society organizations**. When the workers revolted and brought their situation to the attention of activists, they began to receive threats and were asked to leave the country.
- On **January 30, 2024**, in the evening hours, the workers had a sudden "visit" from a dozen Chinese nationals, whom the workers assumed were representatives of the company's management. The workers were told to *pack up and leave* with the "management representatives" for Belgrade. They workers were told that tickets for returning home had been purchased and that their wages would be paid. The workers refused to vacate the accommodation and leave, wanting to consult with their lawyer beforehand. On that occasion, **one of the workers was injured in a scuffle between the superior representatives of the company and the workers**.
- On **February 1, 2024**, a lawyer from Belgrade, visited the PU in Zrenjanin, and afterwards visited the workers in their accomodation. He was putting pressure on the workers, to sign powers of attorney in the Serbian language, claiming that he had authorization from the prosecution and the police for such action. The workers refused and made a written note about this event, signed and fingerstamped by all workers. Balkan Investigative Report Network (BIRN) established that this lawyer was a representative of LYQ Ltd.
- The workers tried to **ask for the support from the recruitment agency**, whose services they paid to come to Serbia. However, the agent explained to the workers that they have to deal with all of the issues themselves.

## 7. The circumstance of the workers' departure to India

- On Sunday, February 11, 2024, starting from mid-day and continuing till the evening hours, the workers were again **exposed to several hours of threats, blackmailing by company representatives, and there were negotiations** regarding the amount that would be paid to the workers on the spot, if they would agree to leave Serbia.

- Workers were once more suggested by the “management representatives” to **ask the activists, lawyer and ASTRA staff to leave**, or otherwise the agreement would not be achieved. The workers refused to do so.
- Several days prior to the workers’ departure, their passports were taken to the police by the company management.
- After several attempts to make the workers leave the premises with a lower amount of money than they were owed; an amount of 2400 US dollars each was offered. The workers received two phone calls, by a person talking to them in Indian, suggesting them to take the offer.
- During the negotiations, ASTRA’s lawyer warned the “management representatives” that the workers could not leave Serbia without a passport and a corresponding decision from the Police Department. A female representative, of Chinese origin, referred to as Ms. M., replied that it was **"arranged with the police"**. She did not provide an answer to the lawyer’s question as to who made such arrangement.
- The lawyer demanded that she would be contacted by the inspector in charge of the Department for foreigners in order to check whether and in what way the passports would be returned and the legal status of her clients, the workers, resolved. After a short time, the lawyer received a confirmation that the **police had checked the plane tickets**, that all the tickets were correct and paid for, and that there were conditions agreed for the return of the passport and the handing over of the return decision.
- The money was brought to the workers in cash, in envelopes, by Ms. M. She made the **workers sign for the receipt** stating that they received the salaries they claimed (2300 EUR in total per worker for salaries and 30 EUR per worker for transport cost from Mumbai to Culcata) and that by doing so there were no other obligations by the company. **The receipt they signed did not list the name of the company** at all.
- The lawyer stated that the entire situation regarding the payment of money was completed unprofessionally, **without the possibility of determining the identity of the persons who made the payment of wages**. In addition, it is not possible to say precisely on behalf of which “employer” the payment was made.
- After the payment was made, the lawyer personally provided the workers with transportation to the airport and asked for police support because she did not feel safe.
- Ms. M. **insisted on accompanying them** in the vehicle to the airport, because, as she emphasized, she had to do it for the company. It remained unclear which company she meant/referred to, considering that earlier that day she stated that she was not from “China Energy”. The lawyer was disturbed by the fact that unknown persons followed them in a car to the airport without their consent. In the end, the police provided an escort.
- Another important piece of information remains unclear, and it refers to the **identification of the persons/companies that bought the airline tickets** for the workers. The assumption is that this information should be available to the Zrenjanin Public Prosecutor’s Office, the Department for Foreigners and the Suppression of Irregular Migration, because they communicated that the tickets were checked.

- The workers left the Republic of Serbia on February 11, 2024. around 10:00 p.m. from Nikola Tesla Airport in Belgrade.



## ITINERARY

AIRLINE PNR: EV5EBJ  
 NAME: [REDACTED]  
 ID NUMBER: X9185217  
 ISSUING AIRLINE:  
 ISSUING AGENT:  
 AGENCY ADDRESS:  
 TEL:

1E PNR: HM60E3  
 ETKT NBR: 1766634062824  
 CONJ NBR:  
 DATE OF ISSUE:  
 IATA CODE:  
 FAX:

ORIGIN	DES	FLIGHT	CLASS	DATE	TIME	PERIOD	STATUS	ALLOW	TERMINAL Takeoff	TERMINAL Arrival
Beograd Airport	Dubai Airport	EK2295	M	11FEB	22:15	06:35 - 1	HK			
Dubai Airport	Mumbai Airport	EK502	M	12FEB	13:10	17:45	HK		3	2

FARE: 0      TAX: 0      TOTAL: 0

Notice:  
 - Please check the flight information again;  
 - The connecting ticket shall be used in sequence and shall not be used in skip section;  
 - Please confirm that your passport is valid for at least half a year;  
 - For international flights, please arrive at the airport at least 3 hours before departure and check in;  
 - Please reconfirm your itinerary 72 hours before departure.

- They safely arrived to their homes.
- They are hoping to hear more from Serbia about the statement they gave to the Public Prosecutors and circumstances of the exploitation and harrasement they've been exposed in Serbia.

### 3. Main issues detected: indicators of forced labour, lacking state response and unsatisfactory outcome of the case

#### A. Assessment of the international indicators of forced labour and exploitation

In Serbia, in order to (pre) identify whether someone is a (presumed) victim of human trafficking, indicators are used; representing **guidelines (signs)** that indicate the presence of situations or circumstances related to the phenomenon of human trafficking. They constitute a type of **tool that facilitates the relevant stakeholders** to recognize potential victims of human trafficking, enabling further systemic response. General indicators describe the basic characteristics of the phenomenon of human trafficking, while specific indicators refer to special forms of exploitation. It should be borne in mind that the presence or absence of indicators does not mean a definitive confirmation that human trafficking exists or does not exist, rather that the presence of indicators indicates the need for further investigation<sup>5</sup>.

ASTRA assessed the situation and circumstances of Indian workers in Serbia using the *ILO indicators for trafficking in adults for labour exploitation* and the *UNODC indicators of trafficking in human beings*.



<sup>5</sup> <https://astra.rs/kako-prepoznati-zrtvu-trgovine-ljudima-%E2%88%92-indikator/>

## FINDINGS:

- **Extensive Evidence:** ASTRA found that at least **37 out of 67 ILO indicators** and **22 out of 36 UNODC indicators were present**, suggesting a severe case of exploitation.
- **Recruitment Abuses:** Workers faced false promises, fraudulent contracts, and debt bondage due to loan repayments for recruitment costs.
- **Coercion and Threats:** There was confiscation of passports, threats and violence, which created a coercive environment.
- **Poor Working Conditions:** Workers endured excessive working hours, inadequate housing, and lack of social security benefits.
- **Vulnerability:** The economic hardships, limited language skills, and fear of returning home made workers susceptible to exploitation.

## OVERALL CONCLUSION:

The report highlights violations of numerous international treaties and charters ratified by Serbia, including cases similar to this one. **The Council of Europe Convention on Action against Trafficking in Human Beings** stands out as a crucial document emphasizing the protection of presumed victims' rights during identification. Notably, the Convention guarantees rights such as:

**Non-Removal:** If there are reasonable grounds to believe someone is a trafficking victim, they cannot be removed from the country until the identification process is complete (Art. 10).

**Assistance:** Presumed victims receive essential aid, including safe accommodation, psychological support, and medical assistance (Art. 12).

**Recovery and Reflection Period:** They presumed victims are to be granted a minimum of 30 days to recover and decide whether to cooperate with authorities (Art. 13).

This case demonstrably violates these very protections.

The **Serbian Constitution** (Art. 26) prohibits slavery, positions similar to slavery and forced labor:

*No one may be held in slavery or in a position similar to slavery. Any form of human trafficking is prohibited. **Forced labor is prohibited.** Sexual or economic exploitation of a disadvantaged person is considered forced labor.*

ASTRA's assessment is that the **Indian workers were victims of severe labour exploitation, which can constitute forced labour or human trafficking** based on the numerous ILO and UNODC indicators identified.

In **ANNEX 1**, there is a detailed breakdown of each finding compared to the indicators of the forced labour and exploitation.



## B. ASTRA's actions and state response in providing protection and assistance to the workers

**25.01.2024.** ASTRA received information from a co-worker from the Zrenjanin Social Forum about the situation and vulnerability of eleven workers from India.

Two days later, on **January 27**, the co-worker informed ASTRA that eight workers had given their written consent for ASTRA to request, on their behalf, the urgent intervention of the competent institutions.

With all the collected data, ASTRA sent a report on **January 30, 2024.** to eleven addresses of state bodies, institutions and institutions. In the meantime, ASTRA made direct contact with the two workers through social media channels, in order to collect additional information and create a security plan for further activities.

The **initial report regarding the position of Indian workers** was sent to the following institutions: the Supreme Public Prosecutor's Office, Higher Public Prosecutor's Office in Zrenjanin, Office for the Coordination of Activities in the Fight against Human Trafficking, Police Unit in Zrenjanin, Center for the Protection of Victims of Human Trafficking, Embassy of India, Ministry of Labour, employment, veterans and social issues, Labour Inspectorate, Labour Inspection in Zrenjanin, Ministry of Health, Department of Zrenjanin - Sanitary Inspection of AP Vojvodina, as well as the Ombudsman.

The response of the Office for Coordination of Activities in the Fight against Human Trafficking was received on January 31, 2024. It states that the Ministry of Internal Affairs, the Police Directorate, the Office of the Director of Police, the Office for the Coordination of Activities in the Fight against Trafficking in Human Beings *forwarded the application with all enclosed files* for further jurisdiction and action. Additionally, in the response of the Head of the Office in order to coordinate the work and obtain new data that require verification by the competent authorities, it was stated that it is necessary for the competent person of ASTRA to contact the head of the Office for coordinating activities in the fight against human trafficking.

Informally, ASTRA received confirmation that the Center for the Protection of Victims of Human Trafficking submitted a request for the regulation of temporary residence for potential victims of human trafficking.

On **February 1, 2024**, a lawyer from Belgrade D.G. first in the PU Zrenjanin, and then in the accommodation in Zrenjanin where the Indian workers were staying, pressured them to sign powers of attorney in the Serbian language, claiming that he was authorized by the prosecution and the police. The lawyer did not provide an official document or a written decision with an adequate translation into their language as evidence.

According to the workers, the lawyer was intrusive, trying to convince them that signing the document was necessary in order to get their passports, plane tickets to India, and money in the amount of \$1,700 owed to them by China Energy Engineering Group Tianjin Electric. Power Construction Co. LTD, put the condition that workers would stop all contacts with the media and organizations. The lawyer D.G. turned out to be employed at LYQ doo.

**ASTRA filed a complaint with the Belgrade Bar Association against the said lawyer for violation of the code of ethics.**

On **February 2**, ASTRA made a field visit to the workers, also with the aim to establish personal contact with the lawyer with the aim of providing adequate legal assistance. During that visit, the workers were found in the premises where they were accommodated, while the management representative pressured them to give up the proceedings and the provision of statements, and repeated that their return tickets and wages would be provided to them. Given that **the workers felt threatened** because this was one more attempt to put pressure on them, the police were contacted and soon came to the field. ASTRA's lawyer explained in detail to the workers what their rights, options and risks were, when they would decide to participate in the official complaint procedure against the company. The decision of all the workers was that they would stay and give an official statement about their experience. Additionally, ASTRA and other local CSOs provided food, water and other necessities upon their return to India.

Comparing this case to the case of [Vietnamese workers](#), certain Serbian institutions were more active in the case of the Indian workers:

- Law enforcement, Police Unit Zrenjanin repeatedly responded to the calls and were sending patrols to the site. They provided protection to one of the workers when he was physically attacked by unknown men who broke into the accommodation where the workers were staying during the night.
- The Higher Public Prosecutor's Office of Zrenjanin organized hearings with two workers. The hearing of the first worker lasted more than 10 hours.
- A representative of the Labour Inspectorate from Zrenjanin also took part in the field activities and was present at the hearings.
- The Centre for the Protection of Trafficking victims participated in the field activities. They issued a document for each worker, stating that they are a presumed victim of human trafficking.

However, **these actions did not contribute to a concrete satisfactory outcome** and/or improved protection and assistance to the workers.

- **Accommodation and safety of the workers:** According to the Statute, the Center is obliged to provide **urgent accommodation** for victims of human trafficking. While Serbia does not have shelters nor appropriate accommodation for male victims, we believe that there were several options to consider in this case, that would have

provided a proper solution for the workers. Allegedly, the Centre tried to provide adequate accommodation through several organizations, among others through the Commissariat for Refugees (KIRS). It was communicated with the Centre that KIRS was not able to provide such service, unless the Ministry of Interior would officially address them with such a request. The Centre also contacted the Red Cross, but it turned out that their funds were not sufficient to allow paying for accommodation for all 11 workers.

- In this particular case, **the lack of safe accommodation posed a particularly big challenge**, because the workers were in a very unsafe and risky situation, housed in the facility of the company that exploited them, left without travel documents and within easy reach of the exploiters.
- The interventions made by the police from Zrenjanin was welcomed, and it provided **temporary relief to the workers**. However, it was not a sustainable solution, since the workers were still in the vicinity of the management, and staying in the company's accommodation.
- **Access to the residence permit:** It is not fully clear whether the Centre for the Protection of Trafficking Victims submitted requests to the police on behalf of the workers, to support them in obtaining a residence permit on humanitarian grounds (due to preliminary assessment of the workers as presumed victims of trafficking in human beings). Such a request would be in line with the Law on Foreigners (art. 62, 63), although the law itself does not provide enough clarity on the concrete steps of the procedure.
- **Passports were not with the workers until a few hours prior to their departure:** In spite of the involvement of several state institutions, including the police and prosecution in the case development, their passports were kept elsewhere, presumably within the company, until the very last day of their stay in Serbia. Therefore, it is not clear how it was expected from the workers to renew their residence permit, or to access the procedure for obtaining a temporary residence, based on humanitarian grounds themselves (disclosing the document received by the Centre for the Protection of the Trafficking Victims).
- **The Labour Inspectorate** did have a representative at the site, during the short period of the case duration. Also, there is an official note made by the labour inspector in regards to the case.
- **The statements in front of the prosecution** were given, however, the outcome of this case is still to be awaited.

## THE COMPANIES INVOLVED IN THE CASE AND CONNECTION TO THIS AND THE PREVIOUS CASE

**Indian Workers' Employment Situation:** The Indian workers signed contracts with the Belgrade branch of China Energy Engineering Group Tianjin Electric Power Construction Co., Ltd. (CEEC TEPC) upon arrival in Serbia. Interestingly, a similar situation occurred with Vietnamese workers in 2021-2022. While investigating the Vietnamese case, it was reported that Linglong International Europe Ltd. Zrenjanin hired CEEC TEPC as a contractor for their tire factory construction in Zrenjanin. However, Linglong's management claimed they terminated the contract with CEEC TEPC regarding the Vietnamese workers.

**Linglong and CEEC TEPC's Connection:** It's unclear if Linglong re-hired CEEC TEPC in the past year for this new case involving Indian workers.

Regardless of the contract status between Linglong and CEEC TEPC, **the Indian workers were legally employed by CEEC TEPC** but were **actually working at Linglong's construction site**, which does suggest that both companies still work together.

Additionally, some Indian workers were hired outside Linglong's site for LYQ doo, another company potentially involved in this case.

In February 2023, during a public hearing on the amendments to the Law on Foreigners and the Law on Employment of Foreigners, ASTRA participated and submitted comments, suggestions and proposals for the amendment of the law. Repeatedly concerns have been raised in relation to the practice and the treatment of workers by the employers throughout the year, recalling the case of Indian workers<sup>6</sup> engaged in the construction of roads in Serbia during 2019-2020, as well as the case of workers from Vietnam engaged in the construction of a factory in Zrenjanin (2021-2022).

**Similar as with previous reports, ASTRA identified issues with how Serbia handles potential human trafficking victims, especially foreign workers.**

The main concerns are:

- **Residence and Legal Status:** Migrant workers who haven't formalized their legal status are vulnerable to exploitation. When suspected trafficking victims are identified, their lack of legal residence makes them more susceptible to rights violations and puts their safety at risk. This also poses a social danger as it hinders efforts to combat human trafficking.
- **Complexities of Work and Residence Permits:** Simplifying work and residence permit procedures requires collaboration between various government agencies and training for relevant officials. Currently, Serbian institutions seem unprepared to handle this complex issue effectively.

<sup>6</sup> <https://drive.google.com/file/d/1M7j6LxGGz2dx-6X1QgpxOJK4UcbgQum5/view>

- **Lack of State Intervention:** The text describes instances where the company allegedly threatened and intimidated workers to silence them. While law enforcement provided temporary protection, the state did not address these attempts to silence the workers.
- **Corporate Accountability:** There's a lack of regulations in Serbia to hold companies accountable for human trafficking within their supply chains. Existing laws, like the "Law on Liability of Legal Entities for Criminal Offenses," could potentially be used as deterrents, but they haven't been effectively applied in these cases.

There is also a number of wider labour migration challenges attached to this, and all other cases.

## Challenges:

- **Challenges in Data Collection:**
  - › **Informal Employment:** A significant portion of the migrant workforce might be employed informally, making it difficult to accurately track their numbers.
  - › **Underreporting:** Not all employers might report foreign workers accurately, leading to incomplete data.
- **Formalization and regulation:** Ensuring proper work permits, contracts, and social security contributions remains an issue, potentially leading to exploitation and underpayment.
- **Weak National Referral Mechanism** for victims of trafficking in human beings and persons at risk: lack of reaction from the state institutions and/or slow and inadequate response, leaving the victims unprotected, and without adequate support and services. Presumed victims were not offered the reflection and recovery period, which should be offered when there is the slightest indication of human trafficking.
- **Questionable individual capacity and sensibility of key NRM institutions:** Low level of understanding of labour exploitation as a form of trafficking in human beings, low sensitivity to the circumstances and reasons behind the workers' labour migration, poor capacities for concrete protection and support services to workers (safety and security, safe accommodation, legal aid, psychosocial, medical and other types of services);
- **Integration and social inclusion:** Language barriers, cultural differences, and limited access to housing and social services can create challenges for integration.
- **Impact on local labour market:** Concerns about competition with local workers, particularly in low-skilled jobs, require careful management to ensure fair treatment of both local and migrant workers.

## 4. Concluding remarks

**Overall, the trend of labour migration from the Near and Far East to Serbia is still evolving.** While it offers potential benefits in addressing labour shortages and filling specific skills gaps, careful management and robust regulations are crucial to ensure fair treatment of all workers and minimize potential negative impacts; like the exploitation of workers.

- **Policy changes:** Government policies and regulations that ensure fair treatment and protect migrant workers' rights for both male and female migrants, while promoting gender equality are crucial to the overall framework.
- **Practice improvement:** The response of the state institutions was better in this case. It can not be concluded whether this improvement is the consequence of the heightened international attention drawn by the first Linglong case, or better preparation of the state actors. However, the outcome of the case is relatively similar, from the workers' perspective; they were returned without receiving the assistance and protection they should have been entitled to.
- **Mitigation of the risks:** The amended Law on the Employment of Foreigners brings improvements, still to be fully observed in practice. However, preventing similar cases, and promoting the better respect of the due diligence principles remains untackled. In parallel, large conglomerates seem to have privileged position, combined with the high political influence, which makes workers highly vulnerable.

**It is also important to notice, supported by the ASTRA's direct experience, that the overall migration trend remains male-dominated, however, an evolving situation is bringing more women into the Serbian labour market through migration. Addressing gender disparities and ensuring fair working conditions for all migrant workers requires ongoing efforts by the government, NGOs, and civil society.**

In essence, ASTRA finds that weaknesses in Serbia's legal framework and institutional capacity make it difficult to protect migrant workers from human trafficking. In line with our previous reports, we recommend streamlining procedures, strengthening inter-agency cooperation, and enforcing existing laws to hold companies accountable.

Although initially it seemed that the approach of the competent authorities would potentially be different this time and lead to workers receiving the rights guaranteed by the Constitution of the RS and other ratified documents, this was not the case.

Unfortunately, in this as in previous cases, the priority is given to the interests of foreign companies and large capital investments, while the human rights of foreign workers are relegated to the background.

# ANNEX 1.

**NOTE:** The indicators with the **red stripe** are marked as strong indicators of forced labour by the ILO, while the ones marked with the **orange stripe** are the medium indicators.

## INTERNATIONAL LABOUR ORGANISATION INDICATORS<sup>7</sup>, CURRENT SITUATION AND FINDINGS

### 1. INDICATORS OF DECEPTIVE ACTIONS

#### 1a) Deceived about the nature of the job, location or employer ✓

- The workers did not sign a contract nor were they qualified for the work they performed. In the contract they signed, the position of ductman was specified<sup>8</sup>. In addition to being hired by China Energy Engineering Group Tianjin Electric Power Construction Co. LTD, Belgrade branch, the workers were recruited for another employer (LYQ d.o.o<sup>9</sup>). They also performed other work, such as welding train tracks in the area of the city of Subotica, which was not specified in the contract.
- They worked without any prior training, adequate work equipment and safety protection.
- While they were employed in Subotica for LYQ doo, they were accommodated near Azotara (nitrogen plant), at the address of the company Vojput doo, Asfaltna Baza Subotica.
- Having not been provided adequate work equipment and safety protection, they were exposed to a high risk of injuries at work when hired for another employer (LYQ d.o.o).

#### 1b1) Deceived about conditions of work ✓

- The contract contains the following conditions:
  - › A two-month period was determined as a trial work,
  - › The contract was signed for a two-year period.
- The employer undertakes to cover the following costs:
  - › Visa and temporary residence,
  - › accommodation,
  - › food (three meals per day),
  - › health insurance,
  - › safety equipment and uniform.
  - › „All the other terms and conditions will be as per labor laws in Serbia“

<sup>7</sup> [https://www.ilo.org/wcmsp5/groups/public/---ed\\_norm/---declaration/documents/publication/wcms\\_105884.pdf](https://www.ilo.org/wcmsp5/groups/public/---ed_norm/---declaration/documents/publication/wcms_105884.pdf)

<sup>8</sup> The responsibilities of a ductman involve crafting and putting together ductwork elements, such as pipes and fittings, to fulfill project specifications. They also insulate ducts to guarantee energy efficiency and accurate temperature regulation, in addition to installing and linking ducts to HVAC units, vents, and grilles.

<sup>9</sup> LYQ is a limited liability company, founded at the end of 2023 (November 01, 2023 with headquarters in Belgrade. The activities of the company are specified as „other specific construction works“.

### 1b2) Deceived about content or legality of work contract ✓

The contracts signed with the workers were not legal on several grounds and were against the positive legislation of the Republic of Serbia:

- Article 5A states that the employer has the right to reduce a worker's contracted salary, assign him to another position (assistant or general assistant) or terminate the contract and send him back to India at his own expense if the worker does not meet the employer's criteria during the trial period.
- In Article 4, the contract defines **working hours** that are against the valid provisions of the Labor Law: **ten hours a day**. The contracted weekly working hours exceed the maximum allowed working hours of 40 hours during the working week.
- It is unclear whether the salary under Article 4 is expressed in net or gross amount, as well as whether the basic salary refers to the contracted work of 26 days per month/10 hours per day. If so, the provision is not legal. At the time when ASTRA contacted the workers, the employer had not paid them the last two salaries.
- Article 14 contains a provision that if the employee decides to terminate the contract for any reason before the expiry of the two-year period, he will be deported to India at his own expense. The costs incurred by the employer when bringing the employee to Serbia, including all costs related to insurance, etc. will be paid by the employee to the employer and the employee will purchase his own air ticket to India.

### 1b3) Deceived about housing and living conditions ✓

- 16 workers stayed in one room with two toilets.
- There was heating and electricity.
- Not enough food was provided. Instead of three meals, the employer delivered two meals a day. The food that was delivered was of questionable quality.
- The employer did not inform the workers that the tap water in Zrenjanin (in the last 18 months) was not drinkable due to an exceeding amount of arsenic, nor did he provide drinking water.
- The workers were not provided with a washing machine, but they handwashed their clothes using cold water and dried them on clotheslines inside or outside the accommodation depending on the weather.
- The employer did not provide bed mattresses, so the workers slept on beds covered with a blanket/cover and were uncomfortable to sleep on.
- They prepared and cooked food in the same room where they slept.

### 1b4) Deceived about legal documentation or obtaining legal migration status ✓

- As ASTRA's support team found out in the conversation with the workers, their residence permit expired on December 1, 2023.
- ASTRA saw in a photo of the passport of one of the workers that the residence was granted for the purpose of employment, based on a contract on business and technical cooperation. The temporary residence permit **expired on December 1, 2023**.
- In addition, ASTRA saw the D visa of the same employee, issued by the Embassy of Serbia in New Delhi, with a validity for the period from June 15, 2022, until December 14, 2022.
- According to the workers, despite their irregular residence, they continued to be employed by their employers until December 31, 2023.
- At the time when they drew the attention of activists and the media to their situation, the workers were still not in the possession of their passports. They were located at Pancevačka - Petra Drapšina Street 1 (PS Elektrouniversal-Lux), within the former Servo Mihalj Combine.
- The workers suffered continuous threats and intimidation, they were also visited by a lawyer who gave them false information and pressured them to sign powers of attorney in Serbian, claiming that he was authorized by the public prosecutor's office and the police.



- Astra saw the decision of the Ministry of the Interior, the Police Directorate, the Police Administration in Zrenjanin, signed by the police captain, head of the department, that the employee XX was encountered on January 31, 2024 by police officers at the address Petra Drapšina Street, when it was established that he was staying in Serbia irregularly. The decision states that the worker was granted temporary residence on the basis of employment for the period from December 14, 2022 until **June 26, 2023**. As stated in the decision of the PD Zrenjanin, the worker did not leave Serbia before the expiry date, nor did he submit a request for an extension of the temporary stay. It should be noted that the workers were not in possession of their travel documents.
- On Sunday February 11, 2024, all 11 workers received a signed, stamped and registered decision of the Ministry of the Interior, on repatriation with a deadline for voluntary repatriation to India in less than 30 days. They receive the decision in the evening hours, and they were once again under pressure to leave Serbia.
- Considering all available data regarding the regulation of residence and its non/extension and unknown information regarding work permits, **the legal status of all the workers was unregulated for a while, and thus they were in a particularly vulnerable situation.**
- Article 62 (2) of the Law on Foreigners stipulates that the *state authority responsible for identification and coordination of human trafficking victim's protection*, such as the Centre for Human Trafficking Victims' Protection, shall inform the Ministry of the Interior on the initiation of the procedure and inform the foreigner about the criteria for approving temporary residence and other rights<sup>10</sup>.
- ASTRA saw the document, certificates for all 11 workers, which were issued by the Centre for Human Trafficking Victims' Protection. Based on Article 29, paras 1-3 of the Law on General Administrative Procedure<sup>11</sup>, as well as Article 10, para 2, point 18 of the Rulebook on the Organization and Systematization of the Work<sup>12</sup> of the Centre for Human Trafficking Victims' Protection, and based on official records, the workers were reportedly issued certificates, on personal request, to regulate temporary residence.
- The Centre for Human Trafficking Victims' Protection informed ASTRA in writing (by email) on February 8, 2024, that a week before they had informed the PD Zrenjanin about the identification procedure for all 11 workers and that they sent the certificates.

<sup>10</sup> Law on Foreigners, Article 62: (1) If during a procedure of establishing a foreigner's identity it is presumed, based on special indicators, that the foreigner is a victim of trafficking in human beings, the state authority responsible for identification and coordination of human trafficking victims protection shall assess the situation and needs of the victim, as well as start the identification of the victim, in accordance with its legal powers in the domain of registered activity. (2) The competent state authority for identification and coordination of human trafficking victims' protection shall inform the Ministry of Interior on the initiation of the procedure referred to in Paragraph (1) of this Article and shall inform the foreigner about the criteria for approving temporary residence and other rights.

<sup>11</sup> Law on General Administrative Procedure, Article 29, paras 1-3:  
 (1) The authorities shall issue certificates and other documents (certificates, confirmations, etc.) to the parties, upon oral or written request, about the facts of which they keep official records in accordance with the law.  
 (2) Certificates and other documents on the facts of which official records are kept shall be issued in accordance with the data from the official records and shall have the evidentiary value of a public document.  
 (3) Certificates and other documents shall be issued, as a rule, on the same day when the party submitted the request, and within eight days at the latest, unless otherwise stipulated by a special regulation.

<sup>12</sup> The lawyer-secretary under Article 10, para 2, item 18: keeps records, issues certificates about beneficiaries, dependents, person's victims of domestic violence and other facts in accordance with law;

### **1b5) Deceived about travel and recruitment conditions ✓**

- The workers have been recruited through an agency from New Delhi, [M&S International](#).
- Travel from India to Serbia was organized by the agency M&S International, which charged for its services (transportation, obtaining a visa and accommodation).
- The agency charged the workers 3,500 USD for the recruitment and travel expenses.

### **1b6) Deceived about wages/earnings ✓**

- In Article 6 of the contract, it is stated that the employer keeps the first salary, with the explanation that it is the money that will be paid to the workers after returning to India, if all obligations stipulated in the contract are fulfilled.
- The first month's salary retained by the employer will not be paid if the contract is terminated due to inappropriate qualifications of the worker, physical or mental condition of the worker and another personal reasons. This is contrary to national employment legislation<sup>13</sup>.
- In Article 11 of the contract, overtime work does not include higher compensation. Overtime is calculated at a rate of 1:1. They were paid the same hourly rate during working hours and overtime, which violates the provisions of the Labour Law and the Law on Foreigners.
- In Article 15 of the contract, the contract stipulates that the employer has the right to terminate the contract at any time, by notifying the employee, in case of non-compliance with business rules, violation of disciplinary rules, fights, theft and non-fulfilment of work requirements due to an injury not related to work. In that case, the cost of returning to India will be borne by the employee. This provision is violating the national legislation<sup>14</sup>.

## **2. INDICATORS OF COERCIVE RECRUITMENT**

### **2a1) Violence on victims**

- On the evening of January 30, 2024, the workers had a surprise "visit" from a dozen Chinese nationals. The workers assumed they were representatives of the company's management. The workers were told to pack up and leave with them for Belgrade, and informed that tickets to return home had been purchased and that their wages would be paid. The workers refused to vacate the accommodation and leave, wanting to consult with their lawyer beforehand. On that occasion, one of the workers was injured in a scuffle between the superior representatives of the company and the workers.
- On February 1, 2024, a lawyer who presented himself as a representative of LYQ d.o.o. pressured the Indian workers at the PD Zrenjanin, and then in the accommodation where were staying, to sign powers of attorney in Serbian, claiming that he had authorization from the public prosecutor's office and the police.

### **2b1) Confiscation of documents**

- Upon arrival in Serbia, the management of the company confiscated the workers' passports, explaining that it was the practice that the employer should, for security reasons, take and keep the passports of foreign workers.
- During the entire stay, the workers received their passports only when they went to transfer money to their families in India, after which their documents were confiscated again.
- Until the last day of their stay in Serbia, the workers did not have their own travel documents with them.

<sup>13</sup> An important provision of the Labour Law, Article 189, para 1, according to which an employee whose employment contract has been cancelled due to unsatisfactory work performance, i.e. lack of necessary knowledge and skills in terms of Article 179, paragraph 1, item 1) of this Act, is entitled to a notice period to be determined by a bylaw or employment contract, depending on length of service, but which may neither be shorter than eight, nor longer than 30 days.

<sup>14</sup> The provision of the contract under Article 15 is not in accordance with the Labour Law and Article 186, according to which an employer is bound to pay to the employee all unpaid salaries, compensation of salary and other earnings made by the employee until the day of termination of employment relationship, in concordance with a bylaw or employment contract.

- On Sunday, February 11, 2024, in the evening hours, after several hours of intimidation and blackmailing by company representatives, the workers were exposed again to negotiations regarding the amount of payment to be given to them on the spot, after they agreed to leave Serbia.
- Following the agreement, the workers received their passports from the police and headed to the airport.
- Workers and activities were accompanied by Ms. M., whose role and authority were unclear. She insisted and excused herself saying that "she had to do it for the company" as they were escorted by a vehicle to the airport.

#### **2b2) Dept bondage ✓**

- The workers paid 3,500 USD in advance to the agency that recruited them.
- The workers borrowed the money from banks in India by taking out loans.

### **3. INDICATORS OF RECRUITMENT BY ABUSE OF VULNERABILITY**

#### **3a1) Abuse of difficult family situation ✓**

#### **3a2) Economic reasons ✓**

#### **3a3) Family situation ✓**

#### **3a4) Personal situation ✓**

- The workers come from materially disadvantaged families, most of the workers were unemployed and unable to support their families, which puts them in a vulnerable position.

#### **3b1) Abuse of lack of education (language) ✓**

- The contract signed by the workers is bilingual, in English and Chinese, while the workers' knowledge of English was of different levels of understanding and communication.

#### **3b2) Abuse of lack of information ✓**

- The information the workers received was contrary to what they were promised and expected.
- The job offer did not contain all the key information that was later included in the employment contract.

#### **3b3) Control of exploiters ✓**

- The workers reported to ASTRA's support team that the company's management (it was not determined until the workers' departure, who the persons who pressured and threatened the workers were and what their roles were) on several occasions pressurised the workers by intimidating, blackmailing and physically intruding into the premises where the workers were housed, and similar.
- During the first few incidents, the *company representatives* asked the workers to leave the accommodation without paid wages and without provided plane tickets. The workers did not have their travel documents with them at the time.
- On several occasions, representatives of the *company's management* tried to convince the workers to stop communicating with CSOs and the media, stating that they would meet the demands of the workers provided that activists, representatives of NGOs and the media would leave.

#### **3b4) Relationship with authorities/legal status ✓**

- Immediately after the first findings on the case, ASTRA reported the case to the competent authorities.
- Applications were sent to: Supreme Public Prosecutor's Office, Higher Public Prosecutor's Office in Zrenjanin, Office for the Coordination of Anti-Trafficking Activities, PD Zrenjanin, Centre for Human Trafficking Victims' Protection, Ministry of Labour, Employment, Veteran and Social Affairs, Labour Inspectorate, Labor Inspection in Zrenjanin, Ministry of Health, Department of Zrenjanin-Sanitary Inspectorate of AP Vojvodina and the Ombudsman.

- The workers were cautious and distrustful during their contacts with representatives of the institutions, given the treatment they experienced on several occasions from company representatives, lawyers and the like.
- In the noted attacks on workers, two workers were injured. There is medical documentation about that. During those attacks, the workers gave statements on the same evening as citizens, and later as witnesses in the police by order of the Higher Public Prosecutor's Office in Zrenjanin in the presence of representatives of the Centre for Human Trafficking Victims' Protection, a lawyer and a translator. First, two workers gave statements, and then, the rest of the workers. The two of them were interviewed again. In five days, statements were taken from all the workers.

## 4. INDICATORS OF EXPLOITATION

### 4a1) Excessive working days or hours ✓

- The employer was bound by the contract to cover the costs of the visa and temporary residence, accommodation, food (three meals a day), medical insurance, security equipment and uniform. However, when the workers came to Serbia and started working, the situation was completely different.
- Contracts signed with the workers are illegal on several grounds and against the positive labour legislation of the Republic of Serbia (related to overtime hours, non-payment of wages, termination of employment at any time, etc.).

### 4b1) Bad living conditions ✓

- The workers lived in inadequate conditions (one room for 16 workers with two toilets, not enough food, food was of doubtful quality, laundry was handwashed, the beds they slept in did not have mattresses but only covers/blankets, food was prepared in the same room where they slept, etc.).

### 4b2) Hazardous work ✓

- The workers signed a contract for an unclearly described job position (ductman).
- They performed work that was not contracted and for which they were not qualified for another employer (LYQ d.o.o.).
- They were not trained for other jobs to which they were assigned, nor provided appropriate equipment for the other jobs they were assigned to.
- Article 12 of the contract guarantees health insurance for workers. One of the workers suffered an eye injury at the workplace and had to bear the costs of the examination himself.

### 4b3) Low or no salary ✓

- In Article 4 of the contract, it is unclear whether the salary is quoted in net or gross amount, and whether the basic salary refers to the contracted work of 26 days per month/10 hours per day, which is certainly not legal.
- At the time of ASTRA's first contact with the workers, the employer owed them minimum two months of their wages.

### 4b4) No respect of labour laws or contract signed ✓

- The contract, as well as the real situation are in contradiction with the national employment law legislation regarding working hours, overtime work, protection of employees at work, the right to an appropriate salary, assignment to a different position compared to the contracted one etc.

### 4b5) No social protection (contract, social insurance, etc.) ✓

- Given that the contracts are written bilingually, in languages that are not the native language of the workers, containing provisions that are not in accordance with domestic regulations, and given other circumstances that violate their labour and human rights, we can hardly talk about the realization of social protection rights.

- In accordance with Article 35, para 2 of the Serbian Labour Law, the employer is obliged to file a single application for mandatory social insurance on the basis of the employment contract within the period specified by law, and at the latest prior to the moment the employee, or other person engaged for work starts working.
- The workers informed us that they **did not receive wages on their bank account, they were not registered for mandatory social security**, but the wages were paid "in hand" (cash).
- Article 12 of the contract, , states that the worker's insurance is provided by a well-known insurance company from India which covers for any major medical intervention/injury or death. The insurance covers for the cases of injury and permanent disability.
- One of the workers suffered **an eye injury** at the workplace and **had to bear the costs of the examination himself**. Another worker had **a hand injury** resulting from an injury at work, and he, like the other worker, **bore the costs of the examination himself**.
- An additional aggravating circumstance is that **the contracts are in English and Chinese**, which leaves room for manipulation due to the workers' insufficient knowledge of English to be able to understand what is stated in the contract.

#### 4b6) Very bad working condition ✓

- The work took place in **11-hour shifts**, with one-hour lunch break.
- The employer **did not provide equipment and tools** for personal protection at work.
- The workers were assigned to jobs for which they **were not trained**, nor were they given adequate equipment to perform those jobs.
- Monthly salary payments were received "in hand" in local currency (RSD).
- The workers sent part of the money to their families in India and kept a part and used it for their own needs.

#### 4b7) Wage manipulation ✓

- At the time when we got in contact with the workers, the employer already **owed them two months' salaries** (November, December). In addition, the legally **required taxes and social security contributions were not paid for the workers**.

## 5. INDICATORS OF COERCION AT DESTINATION

#### 5a1) Confiscation of documents ✓

- Workers' travel documents were confiscated upon arrival. The workers demanded to get back their passport, but the company's management refused.

#### 5a2) Debt bondage ✓

- Given that the [average salary](#) in India is 387 USD and that the majority of workers were unemployed in India, taking loans from banks to pay the agency's required fees inevitably puts the workers in a position of debt bondage.

#### 5a3) Isolation, confinement or surveillance ✓

#### 5a4) Violence on victims ✓

- The workers were constantly under surveillance by various groups and under great pressure. The representatives of the *company's management*, the lawyer of the firm LYQ d.o.o., as well as a Ms. M. (not determined who she worked for, i.e. whose representative she was) were persistent in persuading the workers to withdraw the application, to "calm down", to stop the contacts with CSOs, activists and independent media.
- On 10 February, ASTRA activists and representatives, together with a lawyer, met with the workers in the facility where they were located, in Petra Drapšina, the former "Servo Mihalj" Combine. The workers awaited to collect their passports from the police. However, there was no feedback, and the workers' travel documents were not returned that day.

- A day later, on Sunday, February 11, 2024, according to a representative of ASTRA, the workers were informed by phone from the number used by a female person, known as Ms. M., that they would receive, on that day, plane tickets booked for the same day at 9:30 p.m. The workers come from Calcutta, but they learned that they would get air tickets to Mumbai, which is 1.884 km away from their final destination and there would be thus an additional expense for them to get home (transportation to the right destination).
- The workers were informed that around their accommodation there were vehicles with people whose goal was to pay reduced wages to the workers and transfer them immediately to Belgrade, to the flight to Mumbai. Later that day, the police identified those people, but it remained unknown to ASTRA who they were and who they represented.
- The report that the workers would be offered a lower amount than the actual debt owed to them was true, and the initial "offer" was 1.700 USD, instead of 2.400 USD, which was the amount of the actual debt of the company to the workers. Ms. M. told the workers that they would get their passports, receive 1.700 USD (instead of 2.400 USD) and that the trip was planned for that evening, February 11.
- The workers were again threatened that if the police, lawyers and activists were present, they would not get anything.
- After long negotiations, the Indian translator told the workers to accept the offer of 2.400 USD and immediately leave for Belgrade.
- While the lawyer was contacting the competent inspectors and the Centre for Human Trafficking Victims' Protection, the police left stating that they would come to the field in case of threats and physical endangerment.
- Around 6 p.m. on the same day, the workers packed up and were informed that the police would deliver their passports in the police station, as well as that a late evening flight from the Belgrade airport was planned.
- Workers were paid their remaining wages in cash, in euros, packed in envelopes, with a receipt **without the stamp of the company/payer**. They sign the receipt as a proof that they received the money.

#### **5b1) Threats of violence against victim ✓**

- The workers were under continuous surveillance, great pressure, verbal and physical threats.

#### **5b2) Withholding of wages ✓**

- The contract signed by the workers with the employer China Energy Engineering Group Tianjin Electric Power Construction Co. LTD in its Article 4 leads to legal uncertainty, given that it is unclear whether the salary is quoted in net or gross amount, as well as whether the basic salary refers to the contracted work of 26 days per month/10 hours per day. In addition, this provision of the contract is not in accordance with domestic regulations and international standards.
- See indicator 4b7 about withholding of wages.

## **6. INDICATORS OF ABUSE OF VULNERABILITY AT DESTINATION**

#### **6a1) Dependency on exploiters ✓**

- The workers stayed in the accommodation provided by the exploiter, in bad conditions, they were not paid the contracted wages, which resulted in their desire to return home.
- Initial threats by alleged company representatives required the workers to vacate the accommodation without being paid wages and purchase their own tickets to return to India.
- The workers were not in the possession of their passports.
- The workers took loans to come to Serbia.
- They clearly expressed their fear about the circumstances they would encounter upon their return, because it was uncertain whether they would be able to repay the loan instalments and/or return the loans incurred due to accepting the job in Serbia. -

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**6a2) Difficulty to live in an unknown area ✓**

- The workers did not have adequate cloths and footwear for the local winter weather conditions, they did not know the local language and culture, as well as the system of state authorities, which they can turn to for the protection of their rights.
- 

**6a3) Economic reasons ✓****6a4) Family situation ✓**

- Workers who come from materially disadvantaged families often face a series of challenges and difficulties arising from their socio-economic status. This context makes their working position even more challenging and vulnerable.
  - Their work is the main source of income for their families. The absence of a stable job seriously threatens the support of their families.
  - See indicators 3a2) and 3a3).
- 

**6a5) Relationship with authorities/legal status ✓**

- The workers were cautious and distrustful in their contacts with representatives of the institutions, bearing in mind the previous treatment by the company representatives, who claimed they were well-connected with the government representatives.
  - See indicator 3b7.
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## ANNEX 2 - Additional reading

### Trends and numbers

While Serbia historically hasn't been a major destination for migrant workers, recent years have seen a **gradual increase** in labour migration from the **Near and Far East**, but also from Russia and Ukraine due to the war in the region.

The darkest shade of the field in table marks the highest number of citizens from a certain country that applied for residents permit based of work, in a respective year.

Year	Number of resident permits issued based on work	Citizenship of the foreign workers with largest share in the total number of issued permits			
		China	Turkey	India	Russia
2020	13.669	3.367	1474	410	1872
2021	20.828	9.266	4587	1267	1259
2022	35.805	9.898	5.656	2.972	7954
2023	52.184	10.198	4.946	4.914	19.645
<b>TOTAL</b>	<b>122.486</b>	<b>37.729</b>	<b>16.663</b>	<b>9.563</b>	<b>30.739</b>

#### A. Origin Countries:

- **Western Balkan and Europe:** Albania, Kosovo, Bosnia and Herzegovina, North Macedonia, and to a lesser extent, Turkey.
- **Far East:** China, India, Vietnam but also Philippines, Uzbekistan, Shri Lanka and other countries.
- **Russia and Ukraine**

#### B. Key Trends:

- **Increase in numbers:** Official data shows a rise in the number of work permits issued to individuals from these regions. However, the exact figures are debated due to potential underreporting and informal employment.
- **Sectoral concentration:** Migrants primarily fill positions in specific sectors:
  - › **Construction:** High demand due to infrastructure projects and reconstruction efforts.
  - › **Manufacturing:** Attracts workers with specific skills, especially in the automotive and electronics industries.
  - › **Agriculture:** Filling labour shortages in certain areas, particularly fruit and vegetable harvesting.
  - › **Caregiving:** Growing demand for in-home care for the elderly and disabled and domestic work i.e. cleaning, child care.



## C. Motivations for migration:

- **Economic factors:** Individuals seek better job opportunities and higher wages compared to their home countries.
- **Skills and qualifications:** Filling specific skills gaps in the Serbian labour market, particularly in technical professions.
- **Limited opportunities:** Lack of employment options in their home countries can push individuals to seek work abroad.

## Gender Differences in Labor Migration Trends to Serbia

Migration patterns from Near and Far East to Serbia show a significant gender disparity. Here's a breakdown of the key points:

### Dominant Trend:

- **Male-dominated:** Labour migration to Serbia is primarily driven by men seeking employment opportunities. Sectors like construction, manufacturing, and some areas of agriculture see a significant concentration of male migrant workers.

### Reasons for Gender Disparity:

- **Sectoral focus:** The sectors attracting most migrants often have traditionally male-dominated workforces.
- **Social norms:** Gender roles and expectations in some sending countries may limit women's mobility and willingness to migrate for work.
- **Family reunification:** In some cases, female partners may join male migrants later, but they often face challenges finding suitable employment opportunities due to skill mismatches or lack of language proficiency.

### Emerging Trends:

- **Increase in female migration:** While limited compared to men, there are indications of a gradual increase in female migration, particularly in specific sectors:
  - › **Caregiving:** Growing demand for in-home care for the elderly and disabled creates opportunities for female migrants with relevant skills.
  - › **Manufacturing:** Certain sectors within manufacturing, such as textiles and electronics, may see a rise in female migrant workers.
- **Domestic work:** Although often informal and unregulated, domestic work remains a source of employment for some female migrants.

### Challenges for Female Migrants:

- **Exploitation and vulnerability:** Female migrants in the informal sector are particularly susceptible to exploitation and unfair working conditions.
- **Work-life balance:** Balancing work with childcare and other family responsibilities can be difficult for female migrants, especially when support structures are lacking.
- **Gender-based violence:** Female migrants may face increased risk of gender-based violence, including sexual harassment and exploitation.

## Anex 3 - Temporary Residence of a Foreigner Who Is a Presumed Victim of Trafficking in Human Beings

### Article 62

- (1) If during a procedure of establishing a foreigner's identity it is presumed, based on special indicators, that the foreigner is a victim of trafficking in human beings, the state authority responsible for identification and coordination of human trafficking victim's protection shall assess the situation and needs of the victim, as well as start the identification of the victim, in accordance with its legal powers in the domain of registered activity.
- (2) The competent state authority for identification and coordination of human trafficking victims' protection shall inform the Ministry of Interior on the initiation of the procedure referred to in Paragraph (1) of this Article and shall inform the foreigner about the criteria for approving temporary residence and other rights.
- (3) Temporary residence shall be granted to a foreigner presumed to be a victim of trafficking in human beings without his meeting the general criteria referred to in Article 43 of this Law, for the period of 90 days.
- (4) During temporary residence, a period for recovery and elimination of any further influence from the perpetrator of the criminal offence on the victim shall be enabled, as well as the possibility for the victim to, based on timely and complete information on his/her status, make an independent decision, without conditioning him/her to testify, to further cooperate with the competent state authority for identification and coordination of human trafficking victims protection, the court, prosecutor's office or the police.
- (5) During the period of validity of temporary residence on these grounds, a decision on return may not be issued.
- (6) During the validity period of the temporary residence on these grounds, competent government authority for identification and coordination of human trafficking victims protection shall coordinate the protection of victims of trafficking in human beings, and cooperate with other institutions and organisations to provide safety and protection, appropriate and safe accommodation, psychological and material assistance, access to emergency medical services, access to education for minors, counselling and information-sharing about legal rights and rights available to him, in a language he understands.
- (7) If there is need for this, translation, interpretation services and assistance in accessing his rights and interests shall be provided, in case of criminal proceedings.
- (8) When it is determined that a minor foreigner, who is a presumed victim of trafficking in human beings, is not accompanied by parent, guardian or legal representative, the competent authority, guardianship authority and the police, in cooperation with the competent state authority for identification and coordination of human trafficking victim's protection, shall determine whether his family is on the territory of the Republic of Serbia, with the aim of family reunification.

- (9) The victim shall not be reunited with his/her family when the state authority responsible for human trafficking victims' protection assesses that reunification of the minor with his/her family is not in his/her best interest, and particularly if there is suspicion that the victim's family is involved in trafficking in human beings. Reuniting a minor with his/her family shall be done only in situations when the competent guardianship authority, in cooperation with the competent state authority for identification and coordination of human trafficking victims' protection, determines that family reunification is in the best interest of the child.
- (10) If the family of the victim is not or cannot be found on the territory of the Republic of Serbia, a guardian shall be appointed to the minor, in accordance with the law.

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