



صندوق تطوير وإقراض الهيئات المحلية
Municipal Development & Lending Fund



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LABOR MANAGEMENT PROCEDURE (LMP)

**West Bank and Gaza Resilient Local Government and
Municipal Services Project (RLGMSP)
Nationally Known as Phase Four of Municipal Development
Program (MDP-4)**

December 2022



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List of Abbreviation

AFD	French Development Agency
CB	Capacity Building
EC	The European Commission
ENABEL/BTC	Belgian Technical Cooperation
GAM	Grants Allocation Mechanism
GBV	Gender Based Violence
GIZ	German Technical Cooperation
DANIDA	Danish International Development Assistance
Fps	Palestinian government and several financing partners
PNA	Palestinian National Authority
LGUs	Local Governmental Units
MDP	Municipal Development Program
MDP-4	The Fourth Phase of Municipal Development Program
MDLF	Municipal Development and Lending Fund
MOLG	Ministry of Local Government
OHS	Occupational Health and Safety
KFW	German Development Bank
KPIs	Key Performance Indicators
SIDA	Swedish International Development Assistance
SDC	Swiss Agency for Development Cooperation
VNG	International Cooperation Agency of the Association of Netherlands Municipalities
PENRA	Palestinian Energy and Natural Resources Authority
POM	Project Operational Manual
PNA	Palestinian National Authority
WB	World Bank
WB&G	West Bank and Gaza



1. Introduction

In 2009, the Palestinian National Authority (PNA) has initiated a national Municipal Development Program (MDP) to support local development in the country with specific focus on improving capacities of municipalities to provide better services to the Palestinian citizens. The Municipal Development and Lending Fund (MDLF), as the national development agency in the local government sector, has been mandated to implement the MDP.

The MDP is a multi-phase national program that has been financed by the Palestinian government and several financing partners (FPs), including; World Bank (WB), German Development Bank (KfW), Danish International Development Assistance (DANIDA), Swedish International Development Assistance (SIDA), Swiss Agency for Development Cooperation (SDC), International Cooperation Agency of the Association of Netherlands Municipalities (VNG), Belgian Technical Cooperation (ENABEL/BTC), French Development Agency (AFD), the European Commission (EC), and German Technical Cooperation (GIZ).

The MDP is designed to contribute to the larger Palestinian Government objectives related to strengthening local governments by enhancing their efficiency and effectiveness in managing their municipal affairs by moving them towards fiscal stability over the longer-term. The first phase of the MDP spanned over a three years' period from 2010 to 2013. The second phase of MDP started in 2014 and was concluded in 2017. The third phase of the MDP is designed to be implemented from 2017 – 2022.

The three phases of the MDP have targeted all municipalities and provided municipalities with a combination of technical assistance and annual performance-based grants for priority sub-projects that would improve municipal service delivery. The performance-based grants (known as the Grants Allocation Mechanism-GAM) was designed to create incentives for municipalities to introduce management principles to enable progress towards creditworthiness.

The new program is the West Bank and Gaza (WB&G) Resilient Local Government and Municipal Services Project (RLGMSP) nationally called Municipal Development Program- Phase 4 (called hereafter MDP-4), (2022-2025) is developed based on the comprehensive version; The program includes the following five main components:

Component 1: Performance Based Service Delivery Grant Transfer: Through this component the project will provide participating municipalities with the performance-based grant financing needed to advance in the process of fulfilling their mandated service delivery responsibilities. To participate municipalities will have to first comply with a series of Minimum Conditions (MCs) which are the basic requirements that all participating municipalities should comply with to become eligible to receive the grants tied to the achievement of performance measures. The grants will finance municipal infrastructure sub-projects that participating municipalities will identify and prioritize based on their Strategic Development and Investment Plan (SDIPs). Municipalities will identify such sub-projects through a participatory public consultation process and will be limited to the sectors outlined in the legal framework. It will finance the transfer of two cycles of bi-annual grants and investments, the first of which will occur during the first



year of project implementation and the second two years later. These will be composed of two sub grants, the first of which will be based on an evaluation of municipal needs, the second will be performance based, where the allocation will be determined by a formula that considers the achievement of Performance Measures (PMs). This is a similar approach to the one taken as part of the MDP project series, but with a significant stronger focus on the performance of municipalities

Component 2. Capacity Development: This component will provide capacity development support to municipalities and national level institutions, namely, the MDLF and the MoLG. The MDLF will prepare a Capacity Development Plan at the start of the project in consultation with all stakeholders, which will provide a detailed description of the priorities, activities and their inter-linkages for this component.

Component 3. Natural hazard and Climate Change Resilience (competitive): The component will cover technical assistance as well as offer financing of small-scale physical works supporting municipalities' effort to reduce natural hazard and climate change related risks in support of the PA's efforts to climate change and reduction of all forms of environmental pollution. More specifically this component will cover:

- Subcomponent 3.1: Participatory natural hazard and climate change risk assessment. Building on the recent urban hydrological and climatological risk research, as part of the first cycle of grants to be distributed, the project will support the development of a detailed participatory risk assessment for hydrological and climatological risks in select major urban areas of the WB&G. Gender equality and integration will be ensured through these capacity development initiatives, as too will be the focus on vulnerable groups. These will ultimately lead to municipal hazard reduction plans which will propose a series of small-scale risk mitigation interventions within a subset of preferred activities, which include energy efficient building rehabilitation, rooftop solar energy, SWM (Slurry management) urban nature-based solutions like green roofs, green corridors, urban farming, urban parks and forests, among other urban heat and flood management works.
- Subcomponent 3.2: Natural hazard and climate change adaptation structural works. It will subsequently finance climate change mitigation and adaptation works as part of the second cycle of activities. The selected municipalities will be responsible for implementing the infrastructure projects identified, under the MDLF's oversight and supervision. Support will be provided to prepare plans and designs for such prevention measures and plans for the management, operation and maintenance of each structural measure built. Municipalities are encouraged to propose investments of larger scale targeting more than one municipality to reap economies of scale and consolidate service delivery (building on the success of implementing joint projects as part of the LGSIP).

Component 4: Project implementation support and management. This component will finance the functioning of the teams that are part of the MDLF supporting the implementation of the project. It will finance the management costs of the MDLF as well as the required goods and consultant services (local technical infrastructure supervision) needed for the effective monitoring and evaluation, social and environmental safeguards management, procurement, outreach and communications for the project.



Component 5: Contingent Emergency Response Component (CERC). The objective of this Component is to support the response capacity in the event of an emergency, following the procedures governed by IPF Directive and Policy paragraph 12 (Situations of Urgent Need or Capacity Constraints). There is a possibility that, during project implementation, a natural disaster, epidemic or other emergency may occur, which would cause a major adverse economic and/or social impact. In anticipation of such an event, the CERC will allow the PA to receive support by reallocating funds from other project Components or serving as a conduit to process additional financing from other funding sources for eligible emergencies to mitigate, respond to and recover from the potential harmful consequences arising from the emergency.

MDLF developed Labor Management Procedure (LMP) to facilitate planning and implementation as well as manage risks for the sub-projects that will be implemented under this project. The LMP sets out a systematic approach to improving the management of risks and impacts related to labors and working conditions in RLGMS/MDP-4. The environmental and social assessment which has been carried out by MDLF during preparation of the ESMF identifies the ways in which national law and the requirements of ESS2 are applied to the project.

The main objectives of the LMP are:

- To promote safety and health at work.
 - To promote the fair treatment, non-discrimination, and equal opportunity of project workers.
 - To protect project workers, including vulnerable workers such as women, persons with disabilities, children (of working age, in accordance with this ESS) and migrant workers, contracted work community workers, and primary supply workers, as appropriate.
 - To prevent the use of all forms of forced labor and child labor.
 - To support the principles of freedom of association and collective bargaining of project workers in a manner consistent with national law.
- To provide project workers with accessible means to raise workplace concerns.

MDLF will implement the LMP together with the municipalities/LGUs who will be involved with the implementation of the project and evaluation of risks and impacts and develop procedures to present any further risk.

The LMP will focus on MDLF, LGUs and contractors' workers who will work on the project components. Adhering to these procedures, MDLF has prepared the LMP to be integrated into the contract as part of contractors' legal obligations. The potential risks and impacts will be assessed as part of the sub-projects and activities screening of environmental and social risk and impact carried out by MDLF.

2. Overview of Project Workers

The project activities will include different categories of workers depending on the nature and complexity of sub-projects. As per ESS2, any project workers can be classified into the following four groups: direct workers, contracted workers, community workers and primary supply workers as follows:

Direct workers: direct workers will include consultants who are specialized in certain disciplines (such as engineering, training, supervision, financial, environmental and social). These consultants are hired by



MDLF under individual contracts, on full time or part-time basis, with specific definition of the assigned tasks and responsibilities. *The expected number of the project's direct workers is 50 workers.* To these workers the MDLF's LMP applies.

Contracted Workers: Contracted workers would be hired under design, supply, and installation contractor(s) for roads, public facilities, energy, water, wastewater as well as building capacity projects for municipalities/LGUs across West Bank and Gaza. Hence, several separate contracts will be awarded. Each contractor might need engagement of sub-contractors. The sub-contractors' workforce will be also considered as contracted workers. *The expected number of contracted workers will be determined later once the sub-projects are identified by the municipalities.* **Community workers:** Community workers will not be employed in relation to this Project.

Primary supply workers: The project will involve primary supply workers through suppliers of electronic and IT equipment (network equipment, security equipment, data center equipment, operation equipment and electronic devices, the suppliers of good and materials used in construction activities such as concrete, base coarse, stones, asphalt, tiles, aluminum, sand, wood, steel, electrical units, pumps, valves, manholes, water and wastewater pipelines, PV solar panels, culverts...etc.) Given that the project sites are distributed over the WB&G, there are several separate suppliers who will be awarded contracts under the project. The following aspects of labor management procedures will be applied to primary supply workers: forced labor, child labor, and sexual exploitation and abuse/sexual harassment (SEA/SH) and any other serious safety and/ or security issues pertaining to their work environment. *The expected number of primary supply workers will be determined later once the sub-projects will be identified by the municipalities.*

The MDLF employees who are working part-time on this project but not formally transferred to the Project will be subject to the existing terms and conditions stated in their contracts. Nevertheless, the provisions of the ESS2 related to protection in the work force (e.g. child labor, minimum age and forced labor) and Occupational health and Safety (OHS) will apply to such employees. *The expected number of MDLF employees is 50.*

The municipalities' employees who are involved in supervising the RLGMS/MDP-4 activities (full-time or part-time) but will not be formally transferred to the project will remain subject to the terms and conditions of their employment contracts at their respective municipalities. **Nevertheless, the provisions of ESS2 related to protection in the work force (e.g. minimum age and forced labor) and OHS will apply to such employees.** *The expected number of municipalities' employees is 159.*

Characteristics of Project Workers: For all the construction activities of the Project, the percentage of semi- skilled, skilled and unskilled workers is determined based on the type and sector of the project. Project workers shall also include (not limited to) women recruited as Local Technical consultants, engineers, and E&S specialists, both by MDLF and municipalities. All types of labor will come from local communities. The contractors' workers will be within the staff of the contractors and recruited, as needed, after contract signature and before the installation work starts.



Timing of Labor Requirements

The labor timing and duration for each category of workers are as follows:

Table 1 summarizes types of labor on the project, its expected number, its employment type as well as time of employment:

Table 1: Types of Labor on The Project

No.	Workers Category	Description of Activities	Estimated Number	Type of Employment	Timing
1. Direct Workers					
1.1	consultants who are hired by MDLF to perform services under the project.	<ul style="list-style-type: none"> Support MDLF in project supervision, Monitoring, evaluation, and reporting, and ensure compliance with the Environmental and Social instruments 	50 (environmental and social consultants, technical consultants, supervision consultants, auditors...etc.)	<ul style="list-style-type: none"> Full time and part time National Skilled workers and professionals in various disciplines Mix of males and females 	At the beginning and during the Project implementation.
2. Contracted Workers					
2.1	Personnel contracted by Municipalities, contractors and subcontractors under the project.	<ul style="list-style-type: none"> Site supervision, civil, electrical, mechanical, & Restoration works. Firm consultants 	TBD upon sub-projects' identification	<ul style="list-style-type: none"> Skilled Semi-skilled and unskilled Casual temporary based on project implementation period National Mixed Males and Females 	During project implementation
2. Primary Supply Workers					
2.1	Primary Supply Workers	Working with suppliers providing materials and equipment.	TBD upon sub-projects' identification.	<ul style="list-style-type: none"> Semi-skilled or unskilled Casual or fixed term National Males and Females 	During the project implementation.
3. MDLF & Municipalities Workers (only subject to protection of the workforce and OHS provisions)					
3.1	MDLF Employees (civil servants)	<ul style="list-style-type: none"> project management such as procurement and contract 	50 (General Director, procurement manager, Technical	<ul style="list-style-type: none"> Full time National Skilled workers and professionals 	Entire Project Cycle



		management, coordination, monitoring, evaluation, supervision and reporting. • Ensuring compliance with the Environmental and Social Commitment Plan (ESCP) and requirements and environmental and social instrument	Manager, specialists and assistants, project engineers, financial specialist, and, a full-time Environmental and Social Specialists ...etc.)	in various disciplines • Mix of males and females	
3.2	Municipalities Workers (Civil Servants)	Supervising the project implementation	159	<ul style="list-style-type: none"> • Skilled • Part Time • National • Female and males 	Entire Project Cycle

3. Assessment of Key Potential Labor Risks

3.1. Project Activities

Component #01 will contain implementation of infrastructure sub-projects and provision of services for all municipalities in West Bank and Gaza. The sub-projects will fall within but not limited to the following sectors: roads, electricity and energy, water, wastewater, solid wastes and public facilities. The majority of the sub-projects will be of small-scale and of rehabilitation/construction nature and it will be designed and implemented considering the global climate change and resilience.

The component will contain several types of construction, establishment, rehabilitation and maintenance activities as follows:

- **For Road Rehabilitation Sub-projects and Maintenance Services:** Goods and works for construction, maintenance, rehabilitation and reconstruction of new/existing internal roads, including traffic signs, road line demarcations, safety rails, traffic signals, street lighting, surface drainage system, retaining and stone walls, sidewalks, road maintenance tools and equipment; fuel and vehicle insurance (the latter only in Gaza).
- **For Public Facilities Sub-projects:** Establishment/construction, rehabilitation and equipment of parks, kindergartens, youth centers, cultural centers, public market infrastructure, municipal buildings and facilities, and bus stations.
- **For Electricity and Energy Sub-projects:** sub-projects contain goods and works for rehabilitation of distribution networks, street lighting, energy efficiency and renewable energy (Rooftop and field Solar Photovoltaic Systems) related projects for the benefit of municipalities.



- **For Water/Wastewater Sub-projects:** Installation, maintenance, extension and rehabilitation of municipal water, storm water drainage, and sewerage networks (if only served by wastewater treatment plant), rehabilitation of wells and reservoirs; the extensions of networks and purchase of new equipment and vehicles only for projects being part of the priorities of a municipal development plan. In addition to operational activities implemented for Gaza Strip municipalities including provision of chemicals for water purification; repair and maintenance of equipment, such as pumps, generators, vacuum tanks, and vehicles; purchase of spare parts (based on an existing maintenance plan), and fuel.
- **For Solid Waste Management Sub-projects:** Solid waste containers, tools, trucks and compactors (only if landfill operated by the municipality), spare parts for solid waste trucks, equipment and materials based on a solid waste management concept; in addition, for Gaza: service contracts for solid waste collection, as well as labor, dumping fees, fuel, vehicle lubricants, insurance, and other related direct running costs for municipal service provision.
- **Supply Tools and Equipment:** this will include supply of equipment such as street sweepers and supply of product such as pest control products under the operational activities in Gaza Strip. Such sub-projects improve the capacities of the local community staff and enable them to carry out their tasks with less time and in safe environment.

Component #02 will contain capacity development for municipalities, MoLG and MDLF as follows:

- **For Municipalities:** Municipal development capacity activities will include strengthening municipal capacity in financial management, planning, operation and maintenance, social accountability, E municipality, citizens services centers and credit worthiness. In addition, providing technical assistance to enhance preparedness of municipalities to respond to disasters and shocks and strengthen resilience at the local level. The activities of capacity development for the municipalities will include but not limited to:
 - Upgrading of existing capacity building packages: this will include upgrading of financial package, Credit worthiness, E-Municipality, Citizens' Services Centers, Citizen ship package and Operation and Maintenance package.
 - New capacity building packages: this will include support weak municipalities to prioritize necessary institutional development which will allow them to progress again, prepare and implement projects with more focus on quality requirements and infrastructure resilience standards, roll-out of resilience planning through supporting municipalities in the assessment of risks, with specific attention to climate change risks, continue to roll out creditworthiness self-assessment and tailor advanced CB package in this regard and building the capacities of the municipalities in climate change
- **For MDLF:** this will include building the capacity of MDLF in change issues as well as the following:
 - MDLF: assess the projects required loan co-financing in line with the roadmap for lending, in addition to support of MDLF in other aspects related to other institutional development of MDLF in accordance to MDLF strategic plan.



Component #03 will include implementation of sub-projects related to climate change interventions for instance: renewable energy, green building and solid waste management, and green public spaces which contribute to improved services provision at the local level.

Component #04 will contain technical assistance to Municipalities in the Design/supervision of the sub-projects. It also will contain the cost for monitoring and evaluation assignments, outreach and communication and the management fees.

Table 2: Construction & Operation Activities of MDP- summarizes the activities during the construction and operation phases of RLGMS/MDP-4, where MDLF will and cause municipalities to comply with the environmental and health and safety requirements, and through its teams and assigned technical local consultant will closely the construction stage. Municipalities and line ministries are responsible for ensuring that the operation of projects is in compliance with the environmental and social requirements.



Table 2: Construction & Operation Activities of MDP- 4

Construction Phase	Operation Phase
✓ Demolition	✓ Transportation
✓ Removal of Existing Infrastructure	✓ Power generation
✓ Heavy Equipment Operation	✓ Water supply
✓ Construction of Infrastructure	✓ Solid waste collection and disposal
✓ Excavations and earthwork	✓ Wastewater collection and disposal
✓ Construction of buildings and public facilities	✓ Educational training
✓ Material procurement	✓ Production and investments
✓ Waste disposal (solid, liquid, hazardous ...etc.)	
✓ Wastewater disposal	
✓ Transportation	
✓ Accidents and un-planned events	

3.2. Potential Key Labor Risks during Construction of Project:

While the overall E&S risk for the RLGMS/MDP-4 project is “substantial”, only the sub-projects with **low, moderate or substantial** environmental, Social, Health and Safety (ESHS) risks shall be implemented under this project. Sub-projects with **high** ESHS risks will not be eligible for project financing. The non-eligible sub-projects have been identified in chapter 6 of the Project’s ESMF.

The potential key labor risks during the implementation of RLGMS/MDP-4 sub-projects are assessed as follows:

1. **Occupational health and safety (OHS):** OHS Risks during construction, reconstruction, rehabilitation, operation, and maintenance of roads, water, wastewater, public facilities, climate change and energy sub-projects in addition to the operational activities including supply of pest control material, and waste management sub-projects include potential risk of injury or illness due to repetitive exposure to mechanical action or work activity:

Injury:

- Working at Heights: fall prevention and protection measures should be implemented whenever a worker is exposed to the hazard of falling more than two meters. Fall prevention protection measures may also be warranted on a case-specific basis when there are risks of falling from lesser heights.
- Machineries Operation: trapped, entangled, or struck by machinery parts due to unexpected starting of equipment or unobvious movement during operations. safety measures as well as respective Personal Protection Equipment’s (PPES) as per the safety Data Sheet (SDS) for each equipment need to be adopted and implemented



- Transportation of material or movement of vehicles in-out or in-route due poorly trained or inexperienced vehicles drivers, poor road conditions or environmental conditions, circumstances have increased risk of accident with other vehicles, pedestrians, and equipment.
- Excavation/Work at Trenches: fall of unprotected trench, or soil sliding, and collapse of the trench while working near or inside trench excavation.
- Electric hazardous due to exposure to faulty electrical devices, such as circuit breakers panels, cables, cords and hand tools, overhead wires can be struck by metal devices, such as poles or ladders, and by vehicles with metal booms, or vehicles or grounded metal objects brought into close proximity with overhead wires can result in arcing between the wires and the object, without actual contact. Additionally, to work in proximity of electrical wires underground services.Noise and Vibration generated from the different activities related to operating heavy equipment's, and machinery, resulting difficulty in hearing warning signs.

Illness:

- Potential risk of eye injury or illness due exposure to exposure to solid particles from a wide variety of activities, mainly excavation welding, and loading/offloading or during operating equipment's, or eye exposure liquid chemical spray during using of pest control material.
- Potential risk of respiratory illness due exposure to chemicals during pest control management, aerosols and dust generated from wide range of activities, and also potential exposure to noxious fumes from welding activities, where prolonged exposure can cause serious chronic diseases.
- potential risk of physical and psychological stress due consistent exposure to noise levels above than the standards (85dDB) resulting from heavy machinery long working hours.
- Potential risk of poisoning and illness including headaches, nausea, vomiting, dizziness, fatigue, eye and skin irritation with operational activities including pest control material, and maintenance of wastewater networks.

Annex (1) presents a summary table of potential key labor impacts versus RLGMS/MDP4 investment/sectors.

2. Gender-based Violence (GBV)/Sexual Exploitation and Abuse (SEA)/Sexual Harassment (SH):

Based on the consultations with women's groups, community representatives and past experience of the MDP projects, RLGMS/MDP-4 is assessed as **low** on GBV/SEA/SH risk. The Project will not require establishing labor camps or experience any labor influx or issues related to the presence of migrant workers. Most sub-project activities will be implemented employing small numbers of workers who will be employed locally. Supervision during construction will also be managed easily and involve consultation with community members. Hence, the risk of GBV/SEA/SH during construction and/or the spread of transmissible diseases to be spread out to the other workers and community is not expected. The GBV/SEA/SH risks will continue to be monitored during project implementation.

3. Spread of Covid-19 and communicable diseases: there is a risk of spread of Covid-19 among project workers (e.g. working in offices, during capacity building etc.) and construction activity during Covid-19 surges. At such times, the contractor and his workers will be contractually obliged to:

- Review the country COVID-19 spread situation in the project area, and to abide by the restrictions put in place by the government to contain virus spread;



- Be sure that all project workers articulate and express their understandings on social behavior (by understanding, signing, and practicing the CoC terms and requirements) and good hygiene practices.
- Contractors are requested to abide to MOH COVID-19 guidelines and provide awareness to their workers on COVID-19 mitigation requirements¹.
- Develop protocols and procedures to detect COVID outbreaks through regular testing and isolation measures to reduce workers and community exposure to COVID and other communicable diseases.
- Provide Personal Protective Equipment's (masks, gloves, etc) to the project workers at no cost.
- Maintain social distance, maintain wearing masks at gathering and in closed areas. Further details are included at the ESMF- ANNEX 16: COVID-19 Commitment Letter (should be signed and followed the contractor)

4. Labor and working conditions: The project will involve direct workers, contracted workers, municipality and MDLF workers (not transferred to the project) and primary supply workers. Labor risks include overtime work, unpaid salary in part or in full, minimum age risks. Additional risks include

5. Terms and conditions of employment: These include timely salary payments, payment of appropriate insurance (as per the LMP and national legislation) workers' rights, non-discrimination and equal opportunities; non-discrimination in relation to recruitment; non-discrimination in relation to benefits; payment of overtime; unpaid salary in part or in full; rights of association both in terms of the requirements of national law and ESS2; suitable working conditions; and the provision of appropriate PPEs and equipment.

6. Labor influx: the risk associated with labor influx has been assessed to be **minimal**. The project will not involve labor influx as project activities will be carried out with local labor or workers from nearby towns and communities. There will be no labor camps. Influx of foreign labor is also difficult in the Palestinian Territories due to political challenges.

Child Labor/forced labor Risk: the risk associated with child labor/forced labor has been assessed as negligible and will be managed through ensuring application of national laws. Employer shall provide a list of their workers with their ages and copies of Identity Cards for verification. MDLF shall request samples of workers contracts from the contractor and other relevant documents for verification.

The project's labor related risks will be mitigated by the application of the project's OHS measures and national labor laws (e.g. on wages, working hours, insurance etc.). With regards to SEA/SH risk, the MDLF and municipalities will adopt and implement measures to assess and manage GBV/SEA/SH risks such as applying the Codes of Conduct (CoC) for project workers, raising awareness and conducting trainings about these issues in the workplace (including construction sites), and ensuring access to grievance

¹ WHO's technical guidelines for getting workplace and workers ready for COVID 19 which is available on the WHO website through the following link: <https://www.who.int/emergencies/diseases/novel-coronavirus-2019/technical-guidance>



mechanisms (with special features to accept and address SEA/SH complaints) in case there is a need to file a complaint, without fear of reprisal and while maintaining the complainant's anonymity.

The LMP also includes details regarding a mechanism for addressing project workers' grievances (separate from the GM for project affected persons). This system will be available to both direct and contracted workers, including municipalities' employees supervising project implementation. The workers' GM will also address potential complaints related to SEA/SH and will have requisite features such as, ability to accept and respond to anonymous complaints and measures to ensure anonymity of complainants, referral mechanisms, and availability of trained personnel to accept and handle such complaints. Measures to prevent SEA/SH will also be included in the workers' CoC which will be circulated among and signed by all project workers. The MDLF Social Specialist (SS) will communicate GM details to project workers and contractors during consultation and awareness raising activities and will disclose GM information through appropriate methods. The SS will also keep a log of the complaints. Reports on grievances and complaints will be consolidated into semi-annual project progress reports prepared by the MDLF for the World Bank.

In addition to the MoH guidelines, the World Health Organization (WHO) guidelines in response to COVID-19, such as the procedures for protection of workers in relation to infection control precautions and provision of immediate and ongoing training on the procedures to all categories of workers, will be used.

With respect to child labor, it is assessed that the risk of child or forced labor is negligible and managed through national legislation. In addition, given that the workers are mainly from the surrounding communities risks related to labor influx, community health and safety such as GBV/SH/SEA risks and risks of spreading dangerous diseases are minimal.

4. Brief Overview of Labor Legislation

4.1. Terms and Condition of Employment

An overview of the key aspects of Palestinian Labor Law (No. 07 of 2000) that address the requirements of the terms and conditions of work in ESS2, is provided below:

The Palestinian Labor Law was ratified in 2000 and replaced the 1960 Jordanian Labor Law in the West Bank and the 1964 Egyptian Labor Law in the Gaza Strip. Labor Law No. 7 is organized into 10 sections covering number of issues:

- General Provisions and Principles section: Makes work a right for each workable citizen;
- Employment, Occupational Training and Guidance;
- The Individual Work Contract section covers the various methods of agreement, the composition of the contract, its duration, expiration and termination;
- Collective Labor Relations are summarized in the Labor Unions section;
- Requirements and Conditions of Work section covers working hours and weekly holidays, leave, salaries and occupational safety and health;
- Regulation of the Work of Minors (from 15 to 18 years old) which covers and prohibits child labor



- Regulation of the Work of Women section;
- The Labor Inspection section authorizes members of The Commission of Labor. Inspection to enter the workplace, make inquiries with employers and/or workers;
- Work Injuries and Occupational Diseases;
- Penalties and Conclusive Provisions;

The Labor Law No. 7 is supplemented with about 30 bylaws that were ratified during 2003, 2004, 2005 and 2006. The below provides a brief summary of key issues that had been covered in the Palestinian Labor Law.

- **The Individual Work Contract**

The individual work contract is an explicit or implicit written agreement, which had been concluded between an employer and a worker for a limited or unlimited period of time or for the accomplishment of a certain work, in accordance with which the worker shall undertake to perform a work for the benefit of the employer and under his/her management and supervision, and in which the employer shall undertake to pay the wage agreed upon to the worker. The maximum duration of the limited period work contract concluded with the same employer shall not exceed two successive years, including the instances of renewing such contract.

- **Minimum Wages**

Based on Article (87) of the Palestinian Labor Law (PLL) the “Council of Ministers shall establish a committee to be called the “Committee on Wages”. The “Committee on Wages” was formed by the Council of Ministers Resolution No. (46) Of 2004. The “Committee on Wages” determines the minimum wage limit which has to be issued through a decision by the Council of Ministers. The formed “Committee on Wages” has determined the minimum wages and these wages were issued by the Council of Ministers Resolution No. (11) of 2012 regarding the adoption of the minimum wage in all areas of the Palestinian National Authority. In 2021, the committee revised the minimum wage and a new minimum wage has been enacted by the Council of Minister Resolution No. (4) of 2021 (1880 NIS per month).

- **Payment Regularity**

According to Article (82) of the PLL:

1. The wage shall be paid to the worker using the circulated legal currency, provided that the payment is conducted according to the following:
 - a. On the working days and in the workplace.
 - b. At the end of each month in relation to workers paid based on a monthly wage.
 - c. At the end of each week in relation to workers, working on unit production or hourly or daily or weekly basis.
2. The worker’s wage payment may not be delayed for a period exceeding five days from the wage regular payment date.

- **Deductions from Payment of Wages**

According to Article (83) of the PLL:



1. With the exception of the following, no amounts may be deducted from the worker's wage:
 - a. In pursuance of a final judicial judgement.
 - b. For any loan due for the employer, provided that each deduction does not exceed (10%) of the related worker's basic wage.
 - c. The fines imposed upon the worker in pursuance to the provisions of this Law or the regulations issued according to it.

2. The total of deductions made under subparagraphs (b and c) in Paragraph (1) above may not exceed (15%) of the worker's basic wage.

The provisions of Article (83) of the PLL complies with the ESS2 (Paragraph 11) requirement that states "Deductions from payment of wages will only be made as allowed by national law or the labor management procedures, and project workers will be informed of the conditions under which such deductions will be made".

- Insurance and compensations

According to Articles (116) through (130) of the PLL: "The employer of direct, contracted and primary supply workers must insure all their workers against work injuries at licensed insurance providers in Palestine".

The insurance made by employer for the workers will pay compensation for work-related damage that caused any deterioration to the employee's health and will cover the subsequent, necessary treatment and give compensations as illustrated in Articles (116) through (130). If the work injury resulted in the death or in a permanent total disability, the heirs in the first instance and the injured worker in the second one shall be entitled to a cash compensation that is equal to the wage of (3500) working days or (80%) of his/her basic wage for the remaining period until he/she reaches the age of sixty years, whichever is greater.

- Working Hours, Rest Periods and Weekly Holiday

According to Articles (68) through (73) of the PLL: The actual working hours shall be forty-five hours per one week. The daily working hours shall include one or more resting period/s, the total of such period/s shall not exceed one hour, taking into consideration that the worker shall not work for more than five consecutive hours. One day or two days a week is the weekly rest period (holiday). The two parties (employer and project workers) may agree to extra working hours (**overtime work**) provided that the total number of such hours does not exceed twelve hours a week. The worker shall be paid the wage of *one and a half hour for each extra working hour* he/she works.

- Leave

According to Articles (74) through (80) of the PLL: An employee will have the right to enjoy paid leave for at least 14 days, sick leave of 14 days, sick leave of additional 14 days with half of salary/ wage, this is also in accordance with bylaw No. (10) of 2021. Leave does not include maternity leave which is 70 days. The worker shall have the right to a paid leave on religious and official holidays, which is not considered or counted as annual leaves. Employees have the right to enjoy paid national and religious holidays. Workers



working according to limited period work contracts, including those working according to occasional work contracts or seasonal work contracts shall enjoy the same rights and be under the same obligations, which the workers working according to unlimited work contracts are subject to in the same work conditions, taking into consideration the special provisions related to the work for a limited, occasional and seasonal period.

- **Women**

According to Articles (74) through (80) of the PLL: Palestinian Labor Law includes provision for prohibition of discrimination between men and women. Employment of women is prohibited in the following jobs or under the following conditions: dangerous or hard works, extra working hours during pregnancy and during the first six months after delivery, and during night hours except for the works defined by the Council of Ministers.

The working woman who had spent a period of one hundred and eighty days at work prior to each delivery, she shall have the right to a paid maternity leave for a period of ten weeks, including at least six weeks after the delivery. The working woman may not be dismissed from her work because of the maternity leave unless it is proven that she worked in another work during such leave. The breastfeeding mother shall be entitled to a period or periods for breast feeding during work hours, the total of which shall not be less than one hour per day for a period of one year from the date of delivery. The breastfeeding hour, mentioned above, shall be counted as part of the daily working hours. According to the work interest, the working woman may obtain an unpaid leave to foster her child or accompany her husband.

- **Labor Dispute**

According to Articles (60) through (67) of the PLL: Palestinian Labor Law includes provision for workers exemption from legal fees arising from work-related disputes and allows unionizing. A bipartite committee will settle any disputes that may arise from the implementation of agreement. The court has jurisdiction over labor related disputes.

The Palestinian Labor Law applies to direct workers and contracted workers, who are employed on full-time basis. Terms and conditions of direct/contracted workers hired on part-time basis are determined in their individual employment contracts.

- **Termination of Contract**

According to Article (46) of the PLL:

1. Any of the two parties to the indefinite period work contract may terminate such contract by sending with a receipt of delivery to the other party a month prior to the termination of the work.
2. The worker who receives a notice of termination of the work contract from the employer, shall have the right to be absent from work during the second half of the notice's duration. His/her absence shall be deemed to constitute actual work at the installation.
3. It shall be considered as an arbitrary termination of the contract if it is terminated without the presence of due causes for its termination.



According to Article (39) of the PLL: The following instances in particular shall not be considered to be from among the real causes which justify the termination of work by the employer:

1. Affiliation with a union or participating in a union's activities after working hours, or during working hours in case the employer gives his/her consent.
2. The worker's request that he/she represents the workers or his/her current or past representation of such workers.
3. The worker's bringing a lawsuit against the employer or his/her participation in proceedings against the employer claiming his/her violation of the Law, in addition to the worker's filling a complaint before the competent administrative bodies.

- **ESS2 and the Palestinian national Labor law²**

The key gaps between ESS2 and the Palestinian national Labor law include: ³

The West Bank and Gaza, as designated occupied territories, are unable to be a member of the ILO, and as such they have not ratified any ILO Conventions. Not all labor laws are fully aligned with ESS2. Important areas for consideration relate to:

- **Forced labor:** Forced, involuntary, bonded labor etc. are not addressed by the Palestinian Labor Law No. 7 of 2000. There is no specific provision in national legislation punishing the exaction of forced labor.
- **Discrimination**
- Gender discrimination in the different aspects of the employment relationship, including in recruitment, promotion and terms and conditions of employment, is not expressly prohibited. Discrimination on a number of personal characteristics is not expressly prohibited under the Labor Code, including race, political belief, language, sexual orientation or gender identity. Sexual harassment is not expressly prohibited by law.
- **Contracted and primary supply labor:**
National law does not contain specific requirements on the use of contracted labor or on the use of primary supply labor.

An essential mitigation measure to address the above-mentioned areas regarding labor dispute issues and to provide the workers with a non-judicial procedure, the project has established a Workers' Grievance Mechanism that is described under Chapter 8 of this LMP.

² World Bank ESS2 Country Briefing- West Bank & Gaza, ERGON, August 2020.

³ World Bank ESS2 Country Briefing- West Bank & Gaza, ERGON, August 2020.



Labor terms and conditions including their rights related to hours of work, wages, overtime, compensation, and benefits for all workers with fixed term or casual will be governed by the PLL and the relevant provisions of ESS2 and no child labor will be involved.

4.2. Occupational Health and Safety

The Palestinian Labor Law No. 07 of 2000, the Council of Ministers Act 11, 2012, bylaw No. (10) for the year 2021 provide provisions on occupational health and safety and applies to all workers. The OHS measures will take into account the General Environmental Health and Safety Guidelines (EHSGs) and, as appropriate, the industry-specific EHSGs and other Good International Industry Practice (GIIP).

The following points among others set out in ESS2 will be ensured:

- All potential risks to project workers' health and safety shall be identified by all parties who employs workers and develop and implement procedures to establish and maintain a safe working environment, including workplaces, machinery, equipment and processes under their control;
- For sub-project with anticipated substantial OHS risks, the ESMP and the standard procurement documents (SPD) will entail requesting contractors to prepare a detailed OHS plan for their correspondent contracts including risk assessment, mitigation measures, method statements, training, and system of monitoring and reporting in accordance with WBG EHS Guidelines. Covid 19 risk assessment will be included in the OHS plan with its mitigation measures.
- Appropriate protective measures will be provided to sub-project workers. These measures include provide proper OHS training for the workers, provide adequate personal protective equipment (PPE) ensuring adequate and free of charge supplies of PPE (particularly facemask, gowns, gloves, handwashing soap and sanitizer) at no cost to the Project workers;
- Contractors shall assign health and safety officer at construction sites where identified necessary; Contractor Engineer will be assigned health and safety for small and low risk sub-projects.
- Project workers will receive OHS training at the beginning of their employment, relevant to the work sector and associate to their daily works, including identification of work hazards and preventive measures, the ability to stop work without imminent danger and respond to emergency situations, and also Covid-19 immediate and ongoing orientation on the procedures to all categories of workers. Training records will be kept on file. These records will include a description of the training, the number of hours of training provided, training attendance records, and results of evaluations;
- The contractor will develop and implement reporting system for any accidents, diseases, incidents and near misses. Every incident will be reported to the contractor, investigated and relevant measures will be designed to avoid the incident in the future. Also remedies for adverse impacts such as occupational injuries, disabilities and diseases will be provided. The Palestinian Labor Law does not include provisions of contractor's grievance mechanism for contracted workers, which may allow workers to communicate their complaints to the employer. As per the standard procurement document; the contractor will develop and implement grievance mechanism through which workers are able communicate their complaints to the employer/contractor. The



GM will include anonymous uptake channels as well as special channels for submitting and investigation GBV/SEA/SH related grievances. The grievance mechanism is further discussed in this document (see chapter 8).

5. Policies and Procedures for Management of Labor Issues Under the Project

This section sets out the mitigation measures that will be adopted by the project to address the risks mentioned in section 3, including those relating to specific risks to workers posed by COVID-19. The employment of project workers (direct and contracted) will be based on the principles of non-discrimination and equal opportunity. There will be no discrimination with respect to any aspects of the employment relationship, such as recruitment, compensation, working conditions and terms of employment, access to training, promotion, or termination of employment.

5.1. Terms and Conditions of Employment

The contractors' labor management procedure will set out terms and conditions for the contracted workers. These terms and conditions will be in line, at minimum, with this labor management procedure, Palestinian Labor Law, FIDIC 1999, and General Conditions of the World Bank Standard bidding documents.

These provisions will apply to contracted workers:

- All contracted workers will be provided with a contract with clear terms as per the Palestinian Labor law including information regarding their terms and conditions of employment including hours of work, wages, overtime, compensation and benefits, holidays, leaves, etc.
- List of contracted workers to be employed by the contractor/ consultant, with evidence of employment including contract, will be submitted to municipalities.
- As per the provisions of the employment, all workers employed by the contractor will be above 18 years of age. Contracted workers will provide document evidence (passport or ID) confirming their age to the municipalities.
- Maximum working hours for workers will be in accordance with Palestinian Labor Law.
- All workers will be made aware of the workers' GM (as specified under this LMP) available at the contractor's company, and will also be able to lodge complaints to the special referral pathways for grievances on GBV, SEA, SH.
- The use or support of child, forced or compulsory labor is prohibited under this project.
- Contractors and sub-contractors shall provide orientation session to their workers on the provisions of the Code of Conduct (CoC). All contracted workers shall sign the CoC (Template is provided in Annex II).

These provisions will apply to direct workers:



- All project workers will be provided with an employment contract with clear terms as per the Palestinian Labor law including information regarding their terms and conditions of employment including hours of work, wages, holidays, leaves, etc.
- All direct workers employed for the purpose of the project will be above 18 years. The use of forced labor to carry out any activities is also prohibited.
- Maximum working hours for workers will be in accordance with the Palestinian Labor Law.
- Equal training opportunity will be available to all workers working in the project without discrimination, based on gender or otherwise
- All direct workers will be made aware of the GM (as specified under this LMP). They will also be able to lodge complaints to the special referral pathways for grievances on GBV, SEA, SH.
- Ensure Non-discrimination and equal opportunity in the project through transparent recruitment processes and female representation on hiring committees
- Ban the use or support of child, forced or compulsory labor.
- The direct project workers will sign the project specific CoC.

5.2. Occupational Health and Safety

Obligations of the Employers:

The Palestinian Labor Law No. 07 of 2000, the Council of Ministers Act 11, 2012, and the health conditions and standards related to occupational health and safety at different workplaces apply to all employees. The following points among others set out in ESS2 and World Bank Group's Environmental Health and Safety Guidelines (EHSGs) will be ensured:

- All potential risks to employees' health and safety will be identified by all parties who employ workers and develop and implement procedures to establish and maintain a safe working environment to prevent hazards to employees, including processes under their control and sets out measures for emergency prevention and preparedness and response arrangements to emergency situations;
- Maintain a safe working environment;
- Protection measures for employees from exposure to COVID-19 depending on the type of work performed and exposure risk are put in place. Employers will adapt infection control strategies based on a thorough hazard assessment, using appropriate combinations of health and safety and administrative controls, safe work practices, and personal protective equipment (PPE) to prevent worker exposures;
- Provide resources necessary to carry out the work with safety;
- The employees will not be retaliated against or otherwise subject to reprisal or negative action for reporting or removing themselves from dangerous and unsafe situations;
- The employer will provide training for his employees including protection against COVID-19 at the beginning of their employment. Training will cover the relevant aspects of OHS associated with daily work, including the ability to stop work without imminent danger and respond to emergency situations.
- The employees will be provided with facilities appropriate to the circumstances of their work, including access to canteens, hygiene facilities, and appropriate areas for rest;



- Conduct regular health checks for employees involved in any work that may cause physical ill health or for employees working with chemical or biological materials that may pose a threat to their health;
- The employees will be provided with appropriate medical care and insurance during the course of their employment. Contractors provide for the contracted workers, injuries insurance during the course of employment. Any injuries caused during the course of employment will be covered and compensated according to the Palestinian labor law;
- Facilitate first aid to employees who are involved in emergencies or accidents;
- Develop and implement reporting system for any accidents, diseases, incidents and near misses. Every incident will be reported, investigated and relevant measures will be designed to avoid the incident in the future. Also remedies for adverse impacts such as occupational injuries, disabilities and diseases will be provided.
- All workers to be covered by insurance against occupational hazards and COVID-19, including ability to access medical care and take paid leave if they need to self-isolate as a result of COVID-19.

The construction contractor will implement CoC (Template is provided in Annex II). He/she should also submit the CoC to Municipality for review. The content of the CoC is included in the World Bank Standard Bidding Documents

Obligations of the Employees/Workers:

Employees/Workers are required to:

- Maintain safe practices at work to avoid danger to the safety and wellbeing of the workers, which may be caused by inattentiveness to safety and security measures;
- Assist the employer and co-workers in maintenance of measures designed to ensure health and safety in the work place;
- Regardless of specific exposure risks, it is always a good practice to perform the following:
 - Frequently wash the hands with soap and water for at least 20 seconds. When soap and running water are unavailable, an alcohol-based hand rub is used with at least 60% alcohol.
 - Avoid touching the eyes, nose, or mouth with unwashed hands.
 - Practice good respiratory etiquette, including covering coughs and sneezes.
 - Avoid close contact with people who are sick.
 - Stay home if sick and provide medical report.
 - Recognize personal risk factors. According to the WHO, certain people, including older adults and those with underlying conditions such as heart or lung disease or diabetes, are at higher risk for developing more serious complications from COVID-19.



- Use safety equipment and protective gear as instructed in accordance with the training provided for use of such equipment and gear;
- Report to the employer any damage, loss of or destruction of protective gear or safety equipment;
- Inform the employer or his designated supervisor immediately of the occurrence of any incident which the employee believes may cause danger and which the employee is unable to resolve;
- Inform the employer or his designated supervisor of any accidents or damage sustained at work or related to work.
- Employees have the right to abstain from work where there is serious threat to health or life.
- The contractor will develop and implement Grievance Mechanism (GM) through which workers are able to communicate their complaints to the employer. The GM is further discussed below.

5.3. Age of Employment

In accordance with the Palestinian Labor Law No. 7 of 2000, article No. 93; and ESS2 requirements, a child under the age of 18 will not be employed or engaged in connection with the Project. Moreover, according to ESS2 (paragraphs 18 and 19) a child over the minimum age and under the age of 18 may be employed or engaged in connection with the project only under the following specific conditions:

- a) The work does not fall within paragraph 19 of ESS2⁴;
- b) An appropriate risk assessment is conducted prior to the work commencement
- c) The Implementing Municipalities conduct regular monitoring of health, working conditions, hours of work and the other requirements of ESS2.
- d) The MDLF and municipalities will be required to verify and identify the age of all workers. This will require workers to provide official documentation, which could include a birth certificate or IDs. The municipalities shall keep the records/documents which will be checked on their website.
- e) If underage workers are found working on the Project, measures will be taken to immediately terminate the employment or engagement of the child in a responsible manner. A regular review and checkup will be conducted by MDLF to make sure no underage workers are still working on the Project.

⁴ Examples of hazardous work activities prohibited for children include work: (a) with exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces; (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.



6. Responsible Staff and Procedures

MDLF in coordination with the municipalities will be responsible for implementing the LMP. The following table summarizes main responsibilities of each personnel in relation to the implementation, supervision and monitoring of the LMP

Entity	Responsible Personnel	Responsibilities
MDLF	Environmental and Social Specialists and the LTC	<ul style="list-style-type: none">• Ensure LMP implementation to direct workers;• Provide semi-annual and annual reports to the donors summarizing performance of implementing LMP.• Ensure that contractor(s) responsible for the construction work prepare their labor management procedures, in compliance with this LMP, and OHS plan/OHS mitigation measures identified in the ESMP.• Enforce implementation of OHS requirements to workers through integrating it in the Standard Procurement Document and issuing environmental and social penalties as indicated in the project's ESMP section 11.4.• Monitor municipalities and review reports relating to safety inspections, including fatalities and incidents and implementation of corrective actions;• Ensure that municipalities monitor implementation of the workers Code of Conduct• Deliver needed induction on HSE training to employees and municipalities engineers• Review records relating to grievances received and their resolution
Local Technical Consultant of MDLF	Environmental and Social Consultants	<ul style="list-style-type: none">• Support municipalities in preparing the E&S instruments for sub-projects• Report regularly to MDLF on progress of implementation the E&S instruments• Guide municipalities and review reports relating to safety inspections, including fatalities and incidents and implementation of corrective actions;• Ensure that municipalities supervise implementation of the workers Code of Conduct• Conduct training for municipalities engineers on preparation and implementation of E&S instruments.• Deliver regular induction on HSE training to employees and municipalities engineers including immediate and ongoing training on the procedures to all categories of workers on hazard risk assessments, preventative measures



		<ul style="list-style-type: none"> • Ensure that all contractor and sub-contractor workers understand and sign the Code of Conduct prior to the initiation of the work; • Guide municipalities and contractors and enforce remedy for possible non-compliance and violation of E&S provisions; • assure records relating to grievances received have been handled and closed
Municipality	Municipality Engineer	<ul style="list-style-type: none"> • Provide final report to MDLF summarizing performance of implementing LMP. • Oversee and supervise labor and occupational health and safety performance in coordination with the Local Technical Consultants (LTC). • When applicable, applying penalties to the contractor in response to noncompliance of OHS measures or/and any mitigation measures incorporated in the ESMP and LMP • Enforce implementation of OHS requirements to contracted workers. • Review records relating to grievances received and their resolution
Contractor	Project Manager/ Engineer or Health and Safety Engineer ⁵	<p>The contractor is required to sign a commitment letter containing the following responsibilities:-</p> <ul style="list-style-type: none"> • Contractor is responsible to ensure that all sub-contractors and primary suppliers meet the requirements of the LMP relevant to them. • In compliance with the bidding documents, Contractors shall appoint qualified Project Manager/ Engineer to prepare and implement project specific labor management procedures, and Health and Safety Officer proportionate to project risk to prepare and manage OHS plans/measures, and to manage subcontractor performance when applicable; • Where applicable, develop the OHS plans/implement proper measures as per the risk and hazards assessment which will apply to contracted and sub-contracted workers. The plans will be submitted to the Municipality Supervision Engineer for review and approval before the contractors mobilize for the construction phase; • Provide periodic reports on the performance of labor and working conditions and occupation health and safety performance. • Contractors will supervise their subcontractors' implementation of labor management procedures and OHS plan/measures

⁵ To be determined proportional to the OHS risk of sub-project



		<p>including COVID- 19 OHS measures as outlined in the Government of Palestine and WHO guideline.</p> <ul style="list-style-type: none">• Communicate clear job description and employment conditions to contracted workers.• Adhere to the code of conduct specified in the bidding documents and the signed contract.• Communicate clear job description and employment conditions to contracted workers.• Maintain records of recruitment and employment process of contracted workers and ensure that workers are not hired informally;
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7. Management of Contractors

The contractor needs to include an Occupational Health and Safety Officer as part of the contractor team, that will be included in the bidding documents, according to terms and conditions proportionate to the E&S risk. Contractors will be responsible for implementing the ESHS requirements in the sub-project. Contractors shall commit to comply with the environmental and social policies, including the project LMP during the construction phase. The municipality workers assigned responsibility for E&S aspects will supervise and monitor the compliance of contractors to the provisions of the site-specific E&S plans, including provisions of the LMP. Contractors shall comply to health and safety requirements where they are to provide insurance for construction labor, staff attending to the construction site, and of other people/ citizens, including personal injuries or deaths for each sub-project. The insurance requirements and clauses as stated in the Palestinian insurance law is reflected in the bidding documents. In addition, all of the required OHS measures and labor rights will be part of the site specific E&S plans/instruments and proportional to the project risks according to the type, location, and activities of the sub-project. Monitoring of these components is integrated in bidding evaluation, and site visits reports.

Contractors shall use the Code of Conduct (CoC) for all sub-projects. The CoC shall be explained/oriented and know the details of CoC for each worker who will be requested to sign it. The CoC shall be written in Arabic CoC and provisions related to SEA/SH will be incorporated into the bidding documents. The ESMF/LMP includes a sample of CoC that can be edited to be appropriate with the nature of the sub-project activities and location and be signed by workers.

Contractor should comply with COVID-19 measures during implementation of the sub-project. The ESMF includes a commitment letter on COVID 19 which should be signed and followed by the contractor. The letter will be enclosed in bidding documents. The Municipality, as an owner of construction works, will be responsible for enforcing compliance of contractor with the terms of the contract, including adherence to the ESMF and the other environmental and social instruments of sub-project. Further details on Contractors Management are provided in the project's ESMF.



8. Grievance Mechanisms

A grievance mechanism was established for the Parent Project according to the Palestinian Council Resolution No. 60 of 2009 and its amendment of 2015, mandating the establishment of a complaints mechanism at the Ministry of Local Government (MoLG) and at the municipal level.

A GM manual was prepared for the project in January 2020, approved by the MoLG and disclosed on MDLF's website page. Municipalities were informed about the GM manual during the orientation workshops conducted by the MDLF team for Cycle 2 of MDP3. The project's GM manual was updated in October 2020 to include complaints' tools to minimize risk of exposure to COVID-19. The GM manual was also updated to receive special kind of complaints such as accepting GBV and Sexual Harassment related complaints and anonymous complaints based on the existed complaining system; channels and tools in the municipality. The updated GM system includes online tools for submitting complaints, and a grievance mechanism log will be adapted by the LGUs to include information on SEA/SH/GBV with a separate coding related to COVID-19 related grievances. Due to the high sensitivity of SEA/SH/GBV, the project's GM will ensure confidentiality and survivor- centered approach for SEA/SH grievances. The updated manual was discussed with the municipalities during the consultation session that was conducted in November 2020.

The GM that was established for MDP-3 will be enhanced and used for this project. The MDLF will share the updated manual with the municipalities; and shall provide continuous on-job training to municipalities on the grievance procedures and ensure that municipalities have assigned a GM focal point. Social consultants will provide continuous on-job training to municipalities on the grievance procedures. MDLF will monitor that, complaints are dealt with properly and in accordance with the GM manual. Information on the project's GM will be disclosed to the project's affected parties. The types of methods that will be used to communicate this information to each of the stakeholder groups will vary according to the target audience. This may include announcement of the GM during consultation meetings with the targeted audience, announcement in the local mosques and on the municipalities Facebook pages. For stakeholders who live in remote areas such as the Bedouin communities, visits will be conducted to the targeted audience to inform them of the GM and the project's activities and get their comments. Posters and leaflets will also be placed in the public space such as municipality boards, schools and clinics. Information on the GM and methods to file complaints will also be disclosed on the MDLF website through the project's dedicated webpage. In addition, before start of works, a note(s) at the works site entrance(s)/construction sign will be posted and made visible, including contact details of the GM focal point. Information about the existence of the GBV grievance mechanism and of channels to accept and respond to anonymous grievances will also be communicated to all stakeholders during the consultation meetings. Municipalities shall ensure a timely response to complaints and shall register all complaints, including the date received, the date responded to, type of response.in the GM log.

MDLF is monitoring that, complaints are dealt with properly and in accordance with the GM manual. Information about the existence of the GBV grievance mechanism and of channels to accept and respond to anonymous grievances will be communicated to all stakeholders during the consultation meetings. Municipalities shall ensure a timely response to complaints and shall register all complaints, including the date received, the date responded to, type of response.in the GM log.



The following procedure will be followed through the implementation of RLGMS/ MDP-4 project:

The complaint can be submitted to either the Municipalities or to MoLG using one of the following methods:

- Submitting the complaint to the Municipality can be through:
 - In person: the complainant fills a form at the municipality
 - Electronically using the municipality website.
 - Telephone to the supervision engineer.

- Submitting the complaint to the complaint department in the MoLG can be through:
 - In person: the complainant files a complaint by filling a form at the Complaints Unit at the Ministry of MoLG or at any of its district offices/
 - Sending a fax to the Complaints Department at the MoLG.
 - Submitting an electronic complaint on <http://www.molg.pna.ps/Complain.aspx>

In order to control the risks of virus transmission during Covid-19 pandemic, the complainants will be advised to submit their complaints electronically or via telephone. Where possible it is desirable that complaints are submitted in writing. Should the complainant not wish to comply with this request and submit the complaint verbally, then the complainant information and the details of the complaint should be entered in the GM Tracking log.

The GM system shall include additional codes and procedure to manage anonymous related grievances. The GM system will include an anonymous complaint reporting process as some complainants may choose to file a complaint anonymously. Channels to accept and respond to anonymous grievances will be communicated to project affected parties during the consultation meetings and throughout project implementation.

Anonymous complaints should provide factual details and specific allegations of misconduct or serious wrongdoing related to any of the project activities. The complaints Staff shall ask the complainant about the preferable way to inform him/her of the solution.

The GM system shall include special referral pathways for the GBV complaints and grievances, including grievances on sexual harassment and sexual exploitation and abuse. The mechanism of accepting and responding to GBV grievances will be communicated to project affected parties during the consultation meetings.

Accepting or rejecting of the complaint can be pass through the following process:

1. All of complaints should be sent to the supervision engineer for review, follow up and documentation.
2. Verification: the in-charge employee (supervision engineer) can verify the mentioned information in the complaint, and he/she can also contact the complainant for further information.



3. Employee in charge of handling the complaint must inform the municipality about the accepting or rejecting of the complaint, and municipality will inform the complainant that an investigation is underway within three business days. The complainant shall be informed of the estimated duration for resolving the complaint which is no later than two weeks from the date of receipt of the complaint.
4. In the event the complainant submitted the complaint to the complaint unit at the municipality (complaints units at municipalities operates under the One Stop Shop/Service Centers), the complaint unit must inform the complainants whether their complaint was accepted or rejected within three (3) days at most. Where the complaint is unlikely to be resolved within the estimated duration, the complaints staff must promptly contact the complainant to request additional time and explain the delay.

The complainant should receive a reply by phone or written letter.

In the case of the complaint was submitted to MoLG, the complaint is re-directed to the municipality (to the mayor), and the municipality is requested to reply within two weeks at most since the acceptance of the complaint. Otherwise MoLG sent a reminder letter to the municipality requesting a reply within only three days, and finally the MoLG informs the complainant by the respond by phone or by a formal letter. Where the complainants are not satisfied with the resolution provided by the municipality, the complaints staff shall advise the complainants to readdress the issue either to the Council of Ministers or to the Municipalities Court.

MDLF play a supervision role in this process, the municipality should report to the MDLF of all the complaints through continuous registration in the weekly reports and/ or through site visits, so that the MDLF and/ or the LTC will intervene to solve the issue if the municipality was not able to solve or mitigate it. The detailed GM manual is attached as Annex (III).

Workers' Grievance Mechanism

A grievance mechanism shall be provided for project workers for each sub-project (and, where relevant, their organizations) to raise workplace concerns. Such workers will be informed of the grievance mechanism at the time of recruitment and the measures put in place to protect them against reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all such project workers.

The MDLF will require contractors to conduct an orientation session for their workforce on the grievance mechanism prior to the start of civil works. The grievance mechanism will also address child labor, GBV and sexual harassment related grievances. Information about the existence of the grievance mechanism will be available to all project workers . Supervision Engineers and Social Consultants will monitor the contractors' recording and resolution of grievances, and report these in the progress reports.

The Contractor shall have a grievance mechanism for Contractor's personnel/workers, raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent



process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

Contractors may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements. The workers' grievance mechanism include:

1. Procedure to receive grievances such as comment/complaint form, suggestion boxes, email, and telephone line,
2. Stipulated timeframes to respond to grievances,
3. A register to record and track the timely resolution of grievances, and
4. Responsible office/department to receive, record and track resolution of grievances.
5. Provisions for handling of GBV in the GM;

The workers' GM system will include special pathways for the GBV complaints and grievances, including grievances on sexual harassment and sexual exploitation and abuse. Channels to accept and respond to GBV grievances, while ensuring high confidentiality, will be communicated to the project's affected parties during the consultation meetings and throughout project implementation. Training will also be provided by a GBV expert for the MDLF (LTC) and Municipalities on detection of cases of gender- based violence and handling of inquiries, complaints and grievances related to GBV.

Upon submission the contractor GM; The social specialist at MDLF will be responsible for monitoring the implementation of the workers' grievance mechanism and report to MDLF.

MDLF has its GM which allow employees to submit their complaints through. The Human Resources (HR) manager at MDLF is following up the GM and oriented the new employee to The grievance mechanism allows the employees to raise their complaints through a specific channel. aware about the GM and the code of conduct of MDLF. The HR follow up the complaint and handle it within 15 days. In addition, she updates the employee about his/her grievance status. it is worth to mention that the existing GM address child labor, GBV and sexual harassment related grievances. All the new hired employees oriented about the system and the process of submitting, handling and closing the complaints.



Complaints Related to GBV, SEA and SH

In line with the World Bank Good Practice Note at "Addressing Sexual Exploitation and Abuse and Sexual Harassment (SEA/SH) in Investment Project Financing Involving Major Civil Works", published in 2020.⁶ The World Bank has developed the Good Practice Note (GPN) to assist in identifying risks of SEA/SH – as opposed to all forms of GBV that can emerge in Investment Project Financing (IPV) involving major civil works contracts – and to advise Borrowers on how to best manage such risks. The GPN builds on World Bank experience, relevant international instruments, and good international industry practices, including those of other development partners. The GPN also aims to contribute to a growing knowledge base on the subject.

Both MDLF and Municipalities had adopted some actions to assess and address or respond on the complaints related to GBV, SEA and SH, which are:

1. Assessing Risks:

During the preparation for this ESMF document, MDLF team reviewed the complaints received from similar projects implemented by the MDLF at West Bank and Gaza Strip, so this assist in identifying the potential risks or problems that may be raised during the construction works. The results and findings confirmed that there wasn't any received complaint related to GVB, SEA or SH before in any previous project in MDP I, MDP II, and MDP III and this was because of the following reasons:

- All the families at West Bank and Gaza Strip still have the Arab clans' traditions and the accidents related to the SEA or SH are so rare and it happens in a very complicated situation.
- The cases related to GBV used to be responded to and solved by the local NGOs, who started to work widely in increasing the awareness about GBV, many women know where to go and they trust those NGOs.
- All the construction companies and contractor care about their reputation, so they do hard to monitor the workers.
- All the workers at West Bank and Gaza Strip are local workers, they do commit to the traditions and customs of West Bank and Gaza's families and they know the rules and laws of the families in case any SHE or SA accident happened.

2. Establishment of mitigation, reporting and monitoring measures:

MDLF will ensure that the contractor and the supervision team comply to the following mitigation measures:

- Restrict the communication between workers and the surrounding local community.
- No camping for workers. Hence, there will be no Workers' influx.
- A code of conduct (annex 8) will be signed by all workers in the construction site.

3. Project Respond Actions for GBV cases:

In case of receiving any complaint related to the GBV, SEA and SH, either using the GM channels or reported to the project staff during monitoring up activities, immediately this complaint is transferred to

⁶<https://thedocs.worldbank.org/en/doc/741681582580194727-0290022020/original/ESFGoodPracticeNoteonGBVinMajorCivilWorksv2.pdf>



the responsible social expert at the MDLF, who deal with this complaint confidently and secretly, without reporting to the public. The complaint will be investigated only by the Social Specialist and it will not be recorded at the official database of the municipality with the details, it will be mentioned as number and type of complaint, to keep on the privacy of this complaint. The GM system will provide the victim with special referral pathways in line with the guide book of the national strategy against GBV in Palestine⁷ and the Project's SEP.

MDLF will coordinate with the Ministry of Women Affairs to determine the appropriate referral mechanism for GBV/SH/SEA grievances. The Social Specialist will refer the survivor/s to the Ministry of Women Affairs.

If a GBV-related incidents occur, the following information related to the GBV/SH/SEA complaint will be only recorded:

- The nature of the complaint (what the complainant says in her/his own words without direct questioning);
- If, to the best of their knowledge, the perpetrator was associated with the project; and,
- If possible, the age and gender of the complainant.

Training will also be provided by a GBV expert for the MDLF Local Technical Consultants (LTC) and Municipalities on detection of cases of gender- based violence and handling of inquiries, complaints and grievances related to GBV.

After dealing with/ referring the GBV complaint and closing it. The social expert at MDLF shall request from the municipality to conduct a consultation with the community of the received complaint in order to avoid the recurrence of such complaints and problems in the future.

9. Code of Conduct and SEA/SH Measures

The safety measures, complaints, and SEA/SH measures is detailed in the Code of Conduct (Annex II). The Code of Conduct (CoC) will be incorporated into the bidding documents in local language (Arabic) including provisions related to SEA/SH and sanctions. MDLF will be ensured that the CoC is included in the bidding documents. The contractor will sign the CoC (see Annex II) and will be made accountable for complying with it. An orientation for all workers will be required.

The Project workers shall be informed within the training to be provided to them by the MDLF LTC, about the workers' GM, and how and to whom they can address their complaints, in case they didn't get responses on their complaints from the contractors.

10. COMMUNITY WORKERS

Not Applicable a there will be no community workers under the project

⁷

Chromeextension://efaidnbmnnnibpcajpcgicfindmkaj/http://www.miftah.org/Publications/Books/GuideViolenceAgainstWomenOrganizations.pdf



11. PRIMARY SUPPLY WORKERS

The primary suppliers to the construction materials are local suppliers and manufactures. Contractors shall be required to carry out due diligence procedure to identify if there are significant risks that the suppliers are exploiting child or forced labor or exposing worker to serious safety issues. In instances where foreign suppliers are likely to be contracted (e.g. for the supply of PV systems), the Contractor will be required to inquire during his/her procurement process whether the supplier has been accused or sanctioned for any of these issues and also their corporate requirements related to child labor, forced labor, and safety in addition, the contractor will sign a letter indicating that they commit not to use child labor, and/or forced labor. The letter will be integrated in the contract For PV system, the contractor will inquire about this during the procurement process whether the supplier has been accused or sanctioned for any issues related to child and/or forced labor. If there are any risks related to child and forced labor, and safety identified, the Contractor will notify municipality and MDLF. MDLF will prepare the procedures to address these risks and shall avoid contracting such suppliers, where possible.



12. Annexes

Annex (1): Potential key labor impacts versus MDP4 investment/sectors.

Potential Risk	Sector/Investment projects					
	Road Sub-projects	Construction of Public Facilities Schools + health facilities	Maintenance of water, wastewater, storm drainage networks	Road Lighting and/or Furnishing Sub-projects	Solar Photovoltaic Sub-projects	Use of Pesticides
1. Injury						
Working at Heights	X	X	X	X	X	
Machineries Operation	X	X	X	X	X	X
Transportation of material or movement of vehicles	X	X	X	X	X	X
Excavation/Work at Trenches	X	X	X	X		
Electric hazardous due to exposure to faulty electrical devices		X	X	X	X	
Noise and vibration	X	X	X	X	X	
2. Illness						
Potential risk of eye injury or illness due exposure to exposure to solid particles	X	X	X	X	X	X
Potential risk of respiratory illness due exposure to chemicals	X	X	X			X



Potential Risk	Sector/Investment projects					
	Road Sub-projects	Construction of Public Facilities Schools + health facilities	Maintenance of water, wastewater, storm drainage networks	Road Lighting and/or Furnishing Sub-projects	Solar Photovoltaic Sub-projects	Use of Pesticides
potential exposure to noxious fumes from welding activities	X		X		X	
Potential risk of physical and psychological stress due consistent exposure to noise levels above than the standards (85dDB)	X	X	X		X	
Potential risk of poisoning and illness including headaches, nausea, vomiting, dizziness, fatigue, eye and skin irritation			X			X



Annex (II): Code of Conduct

Introduction:

The Code of Conduct is prepared by the MDLF for workers to indicate that they have:

- received a copy of the code;
- had the code explained/oriented to them;
- acknowledged that adherence to this Code of Conduct is a condition of employment; and
- understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.

مدونة قواعد السلوك وأخلاقيات العمل (نسخة خاصة بالعاملين)

الاسم	رقم الهوية	
الجنس	العمر	
اسم المشروع	مدة المشروع	

مقدمة

يأتي الاهتمام بمواثيق سلوك وأخلاقيات العمل والتشغيل كأحد مداخل تطوير الأداء للعاملين وأصحاب العمل. إن إعداد مدونة قواعد السلوك وأخلاقيات العمل من شأنه تعزيز قيم والممارسات الايجابية في العمل، وتعد مدونة السلوك إطاراً عاماً يجب على العاملين في المشروع التقيد به والعمل بمقتضاه، فهي مدونة تلقي الضوء على المعايير والاخلاق والقيم التي يجب أن يتحلى بها العامل أثناء أداء واجباته، ومن ثم فهي قواعد ستسهم على نحو فاعل في الارتقاء بمستوى جودة الاداء والارتقاء به. إن هذه المدونة تشكل جزءاً من مقتضيات العمل في المشروع بالتركيز على اجراءات الوقاية والسلامة والصحة العامة المتعلقة بكوفيد 19، ويجب تطبيقها في كل أوقات العمل وطوال فترة التشغيل، وسوف يتم تزويد كل عامل بنسخة منها، ليقرأها ويعمل بموجبها.

أولاً: المبادئ الأساسية لمدونة السلوك وأخلاقيات العمل

إن جودة الأداء ونجاح العمل تتوقف على الالتزام بقواعد السوك العامة وأخلاقيات العمل، والتصرف بطريقة عادلة وصادقة كأفراد مسئولين اجتماعياً، انطلاقاً من ايماننا الراسخ بمسؤوليتنا الاجتماعية التي لها أثر إيجابي كبير على المشاريع التي نعمل بها. ولتحقيق هذا، يجب علينا احترام هذه المبادئ الأساسية:

النزاهة والأمانة: التصرف بأمانة في جميع العلاقات مع التقيد الصارم بجميع القوانين المعمول بها، واحترام كرامة كل شخص والحفاظ على سلامته.



الشفافية: الاحترام المتبادل والحوار والشفافية هي أساس العلاقة مع أصحاب العمل والسلطات ذات العلاقة، والتي تتوافق مع مبادئ التعاون والصدق والانفتاح.

الموضوعية والاستقلالية: العمل بموضوعية واستقلالية وتجنب أي نوع من أنواع الفساد أو تضارب المصالح الذي قد يؤثر على اتخاذ القرارات المتعلقة بالعمل.

المسؤولية: توفير بيئة عمل آمنة وصحية للعمال، واحترام الحقوق والتقييد بالواجبات من مقتضى المسؤولية، واحترام المجتمعات التي نعمل فيها.

ثانياً: قواعد السلوك وأخلاقيات العمل

القسم الأول: الحقوق العامة

- يلتزم العامل بتأدية عمله بإخلاص وأمانة وبالمحافظة على أسرار العمل وأدواته، ويعتبر مسؤولاً عن الأدوات التي في عهده و عليه الحفاظ عليها، وفي حالة وجود ظرف خارج عن إرادته أو قوة قاهرة، فإن العامل لا يعتبر مسؤولاً عن الخلل في الأدوات أو ضياعها.
- على العامل أن يلتزم بأخلاقيات العمل والحفاظ على خصوصية السكان والعمال في منطقة العمل، دون الإشتباك معهم أو التسبب بأي أذى لهم بأي شكل كان. ويجب الإمتناع عن المشاركة في أي عنف بدني أو لفظي لأي من العاملين أو السكان.
- على العامل التقيد بساعات العمل المطلوبة، وكذلك التقيد بالإمتثال بالمهام المكلف بها من قبل البلدية.
- على العامل الإلتزام بإجراءات السلامة المهنية المتبعة في الموقع، خاصة عند استخدام الآلات والمواد الخطرة أو العمل في أماكن خطرة، وأي إجراءات إضافية يتم طلبها من قبل البلدية أو جهات الإشراف والمراقبة على المشروع.
- يجب على العامل الإبلاغ فوراً عن أي أمراض مزمنة يعاني منها أو عند الشعور بالإعياء، وعن أي عواقير يتلقاها العامل.
- الإمتناع عن التسبب بأي نوع من المضايقات سواء اللفظية المباشرة أو غير المباشرة لأي شخص أثناء فترة العمل، وخاصة من فئة النساء والأطفال وذوي الإحتياجات الخاصة.
- من حق العامل أن يوقع عقد عمل مع صاحب العمل وذلك لحفظ حقوق العامل، علماً بأن عقد العمل يجب أن يتضمن: الأجر، نوع العمل، مكانه ومدته، ساعات وأوقات العمل، كما ويجب أن يتضمن العقد الاجراءات الصحية وشروط الوقاية المتعلقة بكوفيد 19، والتي أقرتها وزارة الصحة الفلسطينية، ويجب أن يوقع العقد من قبل صاحب العمل والعامل بحيث يحتفظ العامل بنسخة أصلية من العقد.
- على صاحب العمل أن يلتزم بالتأمين على جميع عماله عن إصابات العمل لدى الجهات المرخصة في فلسطين.
- يجب أن تتخلل ساعات العمل اليومي فترة أو أكثر لراحة العامل لا تزيد في مجموعها عن ساعة مع مراعاة ألا يعمل العامل أكثر من خمس ساعات متصلة دون تخصيص وقت للراحة.
- التقيد باوقات العمل وتكريس أوقات العمل للقيام بالمهام والواجبات المتعلقة بطبيعة العقد، كما نص عليها عقد العمل.
- ضمان حق العامل في التظلم أو الشكوى من أي انتهاك لحقه أو من اتخاذ قرار خاطيء بحقه.

القسم الثاني: حماية حقوق النساء

- معاملة العاملين وخاصة النساء باحترام بغض النظر عن العرق أو اللون أو اللغة أو الدين أو الرأي السياسي أو غير السياسي أو الأصل أو الإعاقة أو أي وضع آخر.
- عندما يكون لدى المرأة العاملة مخاوف أو شكوك أو وقائع فيما يتعلق بأعمال العنف القائم على النوع الاجتماعي من قبل أصحاب العمل أو أي طرف ذو علاقة بالعمل، يجب عليها الإبلاغ عن هذه المخاوف وفقاً لإجراءات الشكاوي المعتمدة في المشروع. على أن يتم التعامل مع هذه الشكاوي بخصوصية كبيرة للحفاظ على كرامة المشتكية.
- يجب توفير الحماية للنساء وتهيئة أماكن آمنة في العمل للنساء وخاصة الحوامل والتأكد من عدم نقل أي امرأة حامل بشكل غير صحيح، والعمل على إزالة أو منع تعرض النساء الحوامل للمخاطر.
- يجب توفير أماكن للنظافة الشخصية لاستخدامها من قبل العاملين و النساء العاملات بعد الانتهاء من العمل. وأيضاً توفير مرافق صحية (دورات مياه) خاصة بالنساء في أماكن العمل، ويجب أن يتم تعقيم هذه الأماكن بشكل يومي.
- يجب تنفيذ لقاءات توجيهية قبل بدء العمل في الموقع للتأكد من أن الجميع على دراية بقواعد السلوك الخاصة بالعنف القائم على النوع الاجتماعي.

القسم الثالث: حماية حقوق ذوي الإعاقات



- يلتزم أصحاب العمل بتهيئة البيئة الملائمة لذوي الإعاقة وتوفير تسهيلات الحركة والتنقل في أماكن العمل.
- عدم التمييز بحق ذوي الإعاقة من الذكور والإناث في العمل، واحترام حقهم / هن في اختيار نوعية الأعمال التي تناسب قدراتهم /تهن، واهتمامهم/هن واحتياجاتهم/هن.
- الالتزام بتوفير خدمات ومرافق صحية موائمة لاستخدامات ذوي الإعاقة الحركية في مواقع العمل.

القسم الرابع: الصحة والسلامة المهنية

- على العامل التقيد بتطبيق شروط واجراءات الصحة والسلامة العامة الصادرة عن وزارة الصحة الفلسطينية، والالتزام بقواعد السلامة والصحة المهنية في العمل، وعلى صاحب العمل توفير جميع أدوات السلامة المهنية اللازمة لأداء الاعمال في موقع العمل، والتقيد بها، وإلزام العمال بها.
- على العامل الإبلاغ عن أي إصابات عمل، وعلى صاحب العمل تقديم الإسعافات الأولية اللازمة للعامل في حال الإصابة ونقله إلى أقرب مركز للعلاج، كما على صاحب العمل توفير صندوق الإسعافات الأولية في موقع العمل.
- الالتزام بإجراءات ومتطلبات السلامة والصحة العامة المتعلقة بكوفيد 19 بما فيها التباعد الجسدي واللبس الواقي وكل ما ينص عليه البروتوكول الصحي.

ختم البلدية

توقيع العامل



Annex (III): Grievance Mechanism Manual

GM Manual & Complaint Form

GM manual is endorsed by the Ministry of Local Government.



برنامج تطوير البلديات – المرحلة الثالثة

دليل شكاوى





مقدمة:

يتوقع خلال فترة تنفيذ المشروع ورود شكاوى من المواطنين تتعلق بالآثار الناجمة عن تنفيذ البلديات للمشاريع الممولة من المشروع وغيرها من الشكاوى. وحتى تتم معالجة الشكاوى حسب الأصول سيتم استقبال الشكاوى ومعالجتها من خلال البلديات المستفيدة من المشروع. ويقوم صندوق تطوير وإقراض الهيئات المحلية بدوره في متابعة متابعة ومعالجة الشكاوى في البلديات. حيث يشترط الصندوق من البلديات المستفيدة من المشروع العمل بنظام للشكاوى في البلدية وتوفير إجراءات للتنظيم بناء على إجراءات الشكاوى المتبعة في البلدية، ويشمل ذلك الإفصاح عن إجراءات الشكاوى على صفحة الفيسبوك للبلدية و/أو ضمن نشرة البلدية بالإضافة إلى إصدار بيانات حول الشكاوى ونوعها ونسبة الشكاوى التي تم معالجتها.

ومن أجل أن يكون تقديم الشكاوى فعالاً، لا بد من اتباع إجراءات إدارية واضحة وسلسلة، بحيث تعمل على توفير الوقت والجهد الكافي، والانجاز الأمثل للشكاوى ابتداءً من استقبالها وانتهاءً بإنجازها وإغلاقها بشكل نهائي. وعليه فإن الإجراءات التالية توضح آلية تقديم الشكاوى مع ضرورة أن تقتزن الشكاوى بنماذج واضحة.

تعريفات:

- **الشكاوى:** مستند خطي أو إلكتروني يقدم من المشتكي أو وكيله شأنه الإبلاغ عن تصرف أو سلوك خاطئ أو تقصير في أداء خدمة أو في طريقة تأديتها أو الامتناع عن أدائها أو اتخاذ إجراء كان من المفترض على رئيس الهيئة المحلية أو أحد موظفيها القيام به، أو بشأن أي شكل من أشكال التمييز أو مخالفة للتشريعات السارية.
- **مقدم الشكاوى:** هو كل شخص طبيعي أو وكيله أو وصيه أو وليه وكل شخص معنوي أو وكيله تقدم بشكاوى بشأن ضرر قد لحق به بسبب تنفيذ إحدى مكونات المشروع أو اليات تنفيذه أو نتائجه.
- **جهة استقبال الشكاوى:** هي البلديات المستفيدة من مشروع تطوير البلديات ووحدة الشكاوى في وزارة الحكم المحلي.
- **المشروع:** هو مشروع تطوير البلديات في الضفة الغربية وقطاع غزة.
- **وحدة الشكاوى:** وحدة الشكاوى أو من يمثلها في وزارة الحكم المحلي.
- **الإدارة العامة للشكاوى:** الإدارة العامة للشكاوى في مجلس الوزراء.

إجراءات استقبال ومعالجة الشكاوى:

تهدف الإجراءات التالية إلى تنظيم وتسهيل عملية استقبال ومعالجة الشكاوى المتعلقة بالمشروع أو مكوناته بهدف تطوير تقديم الخدمة الأفضل للمجتمع المحلي وتصويب أي ضرر يتعرض له المواطنون ضمن الإجراءات والأنظمة واللوائح المختلفة.

1- تقديم الشكاوى

- أ. يجب أن يكون موضوع الشكاوى متعلق بمكونات المشروع واليات تنفيذه، و/ أو أن يكون قد لحق بالمشتكي ضرراً نتج عن تنفيذ المشروع أو إحدى مكوناته.
- ب. يحق للمشتكي تقديم الشكاوى إلى إحدى الجهات المخولة لاستقبال شكاوى المشروع وهي:
 - الجهة المخولة لاستقبال الشكاوى في البلدية.
 - وحدة الشكاوى في وزارة الحكم المحلي أو إحدى مديرياتها.

2- طرق استقبال الشكاوى

- أ. يمكن للمشتكي التقدم بالشكاوى في البلدية من خلال:
 - الحضور الشخصي وتعبئة نموذج الشكاوى لدى الجهة المخولة لاستقبال الشكاوى في البلدية (مركز خدمات الجمهور، سكرتير البلدية، مهندس البلدية...) وذلك حسب الاجراء المعمول به في البلدية. ينصح في ظل تفشي العدوى بسبب وباء كورونا Covid-19 تقديم الشكاوى من خلال نافذة الشكاوى الالكترونية او من خلال الاتصال الهاتفي.
 - تقديم الشكاوى من خلال نافذة الشكاوى على الموقع الالكتروني للبلدية.
 - الاتصال على الرقم الهاتفي المخصص لتقديم الشكاوى.
- ب. كما يمكن للمشتكي تقديم الشكاوى إلى دائرة الشكاوى في وزارة الحكم المحلي من خلال:



- الحضور الشخصي الى مديرية الحكم المحلي التي تتبع لها البلدية. ينصح في ظل تفشي العدوى بسبب وباء كورونا Covid-19 تقديم الشكوى من خلال نافذة الشكاوى الالكترونية او من خلال الفاكس.
- الحضور الشخصي الى مقر وزارة الحكم المحلي وتعبئة نموذج الشكوى. ينصح في ظل تفشي العدوى بسبب وباء كورونا Covid-19 تقديم الشكوى من خلال نافذة الشكاوى الالكترونية او من خلال الفاكس.
- إرسال الشكوى الخطية عبر الفاكس الى وحدة الشكاوى على الرقم: 02-2401091
- عبر الموقع الالكتروني لوزارة الحكم المحلي على الرابط:
<http://www.molg.pna.ps/Complain.aspx>

3. إجراءات تسجيل الشكوى:

- يقوم المشتكي بتعبئة النموذج المعتمد خطياً وتوقيعه أو النموذج المعتمد إلكترونياً متضمناً كافة بياناته. كما يمكن للمشتكي تقديم شكوى خطية وإرسالها من خلال الفاكس.
- يقوم المشتكي بإرفاق أية وثائق مؤيدة للشكوى إن وجدت.
- يقوم الموظف المختص باستقبال الشكاوى بالتأكد من صحة البيانات المقدمة ويقوم بتسليم المشتكي بطاقة مراجعة.
- تشمل بيانات تسجيل الشكوى:
 - اسم المشروع
 - رقم تسجيل الشكوى
 - تاريخ استلام الشكوى
 - اسم مقدم الشكوى
 - وصف لحديثيات الشكوى
 - مرفقات الشكوى
 - المراسلات التي تمت بخصوص الشكوى
- في حال رغبة المشتكي عدم الإبلاغ عن اسمه يتم تسجيل الشكوى وإبلاغ المشتكي بالاتصال بعد الفترة المحددة لمتابعة إجراءات حل الشكوى وللإطلاع على الحل.
- في حال كان موضوع الشكوى متعلق بالعنف القائم على النوع الاجتماعي او بالتحرش الجنسي، يتم التعامل مع الشكوى بسرية كاملة، وتحويل الشكوى للمعالجة بطرق خاصة ووضع إجراءات متفق عليها مسبقاً للتحقق من الشكوى.

4. قبول أو رفض الشكوى ومتابعتها:

- من أجل متابعة الشكاوى المتعلقة بالمشروع بشكل فعال وضمان عدم ضياع أي منها يتم تحويل جميع الشكاوى إلى مهندس المشروع المسؤول عن متابعة المشروع في البلدية المستفيدة.
- يقوم مهندس المشروع بالتحقق من صحة المعلومات والمستندات المرفقة مع الشكوى.
- الاستفسار من المشتكي عن أية معلومات إضافية حول الشكوى إن لزم الأمر.
- يقوم مهندس المشروع بإبلاغ الجهة المختصة بالتوصية بشأن قبول النظر بالشكوى أو رفضها حسب الفترة الزمنية المعمول بها في البلدية او المنصوص عليها في دليل خدمات مراكز الجمهور على ان لا تتجاوز فترة الرد ثلاثة أيام عمل من تاريخ تقديم الشكوى كحد أقصى.

5. إحالة الشكوى الى جهات الاختصاص:

- يقوم رئيس البلدية بتحويل الشكوى الى مهندس المشروع والدائرة المختصة في البلدية.
- تعمل الدائرة المختصة التي احيلت اليها الشكوى بمتابعة الشكوى والرد عليها خلال أسبوعين كحد أقصى من تاريخ قبولها خطياً او هاتفياً.
- تتم معالجة الشكوى بالتوافق مع الأدلة البيئية والاجتماعية (خطة الإدارة البيئية والاجتماعية للمشروع) المتبعة عند تنفيذ المشاريع الممولة من قبل البنك الدولي.
- في حال تقدم المشتكي بشكواه الى وحدة الشكاوى في وزارة الحكم المحلي أو احدى مديرياتها يتم عمل التالي:
 - تقوم وحدة الشكاوى في وزارة الحكم المحلي أو المديرية المختصة بإحالة الشكوى إلى رئيس البلدية للنظر بالشكوى وتحويلها الى الجهة المختصة لقبولها أو رفضها، ثم متابعتها والرد عليها خلال أسبوعين كحد أقصى من تاريخ قبولها.



- في حال عدم استلام الرد بعد مضي المدة المذكورة أعلاه، يتم إعادة المخاطبة برسالة تذكير للجهة المعنية وإخطارها بوجود الرد خلال مدة أقصاها ثلاثة أيام من تاريخ استلام المخاطبة.
- تقوم وحدة الشكاوى بإعلام المشتكي خطياً أو إلكترونياً بالرد.

6. الشكاوى المتعثرة

- في حال عدم استلام المشتكي الرد بعد استنفاد المدد المنصوص عليها أعلاه، تعتبر الشكاوى متعثرة.
- تحال الشكاوى المتعثرة الى الجهة المختصة لمتابعتها حسب الإجراءات المتبعة في الادلة الفنية المعمول بها والمشار إليها سابقاً في هذا الدليل.

7. حفظ الشكاوى

- تقوم الجهة المخولة باستقبال الشكاوى في البلدية بإدخال بيانات المشتكي ومحتوى الشكاوى وإجراءات متابعتها والرد عليها على النظام المحوسب المخصص لذلك وتوثيق نسخة منها في ملف المشروع.
- تقوم المديرية في حال استقبالها للشكاوى الخاصة بالمشروع بتحويلها الى وحدة الشكاوى في وزارة الحكم المحلي والتي تقوم بإحالتها إلى الجهة المختصة في البلدية لحفظها في ملف المشروع.

8. أليات إضافية لتقديم الشكاوى

- في حال عدم قبول المشتكي برد الشكاوى يتم اعلام المشتكي بإمكانية توجيه شكواه الى وزير الحكم المحلي بشكل مباشر.
- في حال عدم قبول المشتكي بالرد المقدم من قبل وزير الحكم المحلي يتم اعلام المشتكي بإمكانية توجيه شكواه الى الادارة العامة للشكاوى في الأمانة العامة لمجلس الوزراء أو الى أي جهة مختصة أخرى بما فيها محكمة البلديات.

9. اغلاق الشكاوى:

تغلق الشكاوى في احدى الحالات التالية:

- بعد اعلام المشتكي بالرد وحل الشكاوى.
- طلب المشتكي اغلاق الشكاوى أو وقف متابعتها.
- إذا تم التوصل الى حل ودي للشكاوى.
- إذا اعتبرت الشكاوى كيدية.

10. يتم رفع تقارير بالشكاوى على النحو الاتي:

- تقارير شهرية تعدها البلديات وترفعها لصندوق تطوير وإقراض الهيئات المحلية.
- تقارير حول الشكاوى ضمن التقارير النصفية للمشروع والتي يرفعها طاقم المشروع الى الجهات المانحة

ملاحق

الملحق رقم (1): نماذج مقترحة للشكاوى

من اجل تسهيل عملية تقديم الشكاوى ومعالجتها وتصنيفها والرد عليها، يتم اعتماد مجموعة من النماذج لهذا الغرض، ومن النماذج المقترحة:

- نموذج تقديم شكاوى: بحيث يتضمن هذا النموذج اسم المشروع وبيانات المشتكي تتمثل في اسم المشتكي ورقم هويته، مكان الإقامة وطريقة التواصل، أما الجزء الاخر يتعلق بالشكاوى نفسها، من خلال بيان موضوع الشكاوى، الجهة المقدم ضدها الشكاوى، بيان حيثيات ووقائع الشكاوى، بنود تتعلق بتكرار الشكاوى ام انها جديدة.
- نموذج بطاقة مراجعة للمشتكي، تتضمن اسم المشروع واسم المشتكي وعنوانه، موضوع الشكاوى ورقمها وتاريخ تقديمها، وقت المراجعة حول الشكاوى بالتاريخ، بالإضافة الى معلومات حول الشخص مستقبل الشكاوى.
- نموذج استفسار عن معلومات اضافية: يمكن عمل نموذج استفسار يتعلق بموضوع الشكاوى موجه من الجهة المختصة الى المشتكي، ويقوم المشتكي بالإجابة على الاستفسار.



- نموذج رد على الشكوى، بحيث يتضمن خطاب موجه من الموظف المختص الى المشتكي يحتوي على الرد النهائي بخصوص الشكوى.
الملحق رقم (2): الأدوار والمسؤوليات

- 1- دور وزارة الحكم المحلي ومديرياتها في استقبال ومتابعة الشكاوى
 - استقبال الشكاوى من المواطنين.
 - تسجيل الشكوى وتحويلها الى رئيس البلدية لمتابعتها.
 - الرد على المشتكي.
 - ارسال نسخة من الشكوى متضمنة الرد وأي اجراء إضافي تم اتخاذه الى البلدية لحفظه في ملف المشروع لدى البلدية.
- 2- دور طاقم المشروع (طاقم الإشراف من البلدية) في عملية متابعة الشكاوى ذات العلاقة بالمشروع
 - التأكد من وصول الشكوى للبلدية وتسجيلها حسب الأدلة والأنظمة.
 - المتابعة والرقابة على معالجة البلدية للشكاوى المقدمة ومدى رضى المواطن على الرد.
 - التأكد من متابعة ومعالجة الشكاوى ضمن الفترات الزمنية المنصوص عليها في هذا الدليل.
 - التأكد من توثيق نسخة عن الشكوى في ملف المشروع.

تضمنين تقرير الشكاوى ضمن التقارير الشهرية والفصلية متضمنة جدول الشكاوى (GM)

ملاحظة: يكون هذا الدليل قابل للتعديل حسب المستجدات وطبيعة الشكاوى محل الدراسة وضمن حدود صلاحيات واختصاصات الجهة المختصة.



Complaint Form

نموذج تقديم شكوى

البلدية:	مشروع:
التاريخ:	رقم الشكوى:

طلب تقديم شكوى

القسم الأول: حول المشتكي/ة

اسم مقدم/ة الشكوى:
هوية رقم:

القسم الثاني: حول الشكوى

موضوع الشكوى:

وقائع الشكوى:

الجهة المقدم بحقها الشكوى:

هل الشكوى منظورة أمام القضاء:	أ. نعم	ب. لا
هل تقدمت بشكوى في ذات الموضوع لجهة أخرى	أ. نعم	ب. لا
الجهة:	
هل تلقيت رد:	
تاريخ الرد:	

القسم الثالث: مرفقات الشكوى (وثائق ومستندات)

أقر وأصرح أنا مقدم/ة الشكوى بأن المعلومات والبيانات والمرفقات الواردة أعلاه هي معلومات وبيانات ومرفقات صحيحة وحقيقية والتزم واتعهد بتحمل كامل المسؤولية القانونية فيما لو تبين خلاف ذلك في أي وقت من الأوقات أو إذا تبين أن الشكوى المقدمة من قبلي كيدية.



وعليه أوقع

توقيع و/أو بصمة مقدم/ة الشكوى: تاريخ تقديم الشكوى: / /

القسم الرابع: (خاص لاستخدام مسؤول الشكاوى)

التوصية حول الشكوى:

في حال رفض الشكوى، مبررات رفض الشكوى:

.....
.....
.....

مسئول مراجعة الشكوي:

التوقيع:

التاريخ: