



مركز تطوير المؤسسات الأهلية الفلسطينية
NGO Development Center

LABOR MANAGEMENT PROCEDURES (LMP)

For:

Gaza Emergency Support for Social Services

Project ID no: P177897

Prepared by: NGO Development Center (NDC)

September 2022

Contents

1. Introduction	3
2. Overview of Labor Use in the Project	3
Direct Workers	4
Contracted Workers	4
3. Assessment of Key Potential Labor Risks	4
4. Key Labor Legislation in Palestine	6
Occupational Health and Safety (OHS)	10
5. Policies and Procedures for Management of Labor Issues Under the Project	12
Terms and Conditions of Employment	12
COVID-19 Specific Occupational Health and Safety	13
Age of Employment	14
6. Responsible Staff	14
7. NGO MANAGEMENT	15
8. GRIEVANCE MECHANISM (GM)	16
Annex: Sample Code of Conduct (CoC) For All Project Workers	19

1. Introduction

The Labor Management Procedure (LMP) is developed by NGO Development Center (NDC) for the Gaza Emergency Support for Social Services to ensure the project sustainability in compliance with Environmental and Social Standard 2 on Labor and Working Conditions (ESS2) of the World Bank's Environmental and Social Framework (ESF) and the national legislation and regulations of the Government of Palestine. This LMP will be finalized, consulted on, reviewed and cleared by the Bank and disclosed by project effectiveness.

The purpose of the LMP is to facilitate the planning and implementation of the project by identifying the main labor requirements, the associated risks, and the procedures and resources necessary to address the project-related labor issues. The LMP sets out general guidance relevant to different forms of labor but also issues and concerns that relate to COVID-19 considerations.

The Project's Environmental and Social Assessments including Social Impact Assessment (SIA) for Component 1 and 2 (completed and disclosed in August 2022) have identified the key risks and impact associated with Project implementation, associated with workers as well as community health and safety, and the risk associated with labor impact. The rated environmental and social risk of the Project is **moderate** which indicates a moderate likelihood of adverse impacts associated with project implementation, including risks related to labor. The LMP addresses the labor related risks and provides mitigation measures to minimize those risks.

The NGO Development Center (NDC) has appointed an existing staff member, a Programme Officer, in Gaza as the project ESO who will support the E&S requirements of the project including the LMP.

Adhering to procedures, NDC shall prepare specific procedures to be inserted in the grant agreements with NGOs as part of legal obligations of partner NGOs. The approach for labor management issues will be assessed as part of the initial screening of environmental and social risks and impacts carried out by NDC.

1.1 Project Components:

The project has three components:

- Component 1: Cash for Services to enhance psychosocial support provision in Gaza (Cash for Services)
- Component 2: Support to youth empowerment through e-work (e-work)
- Component 3: Project Management and Monitoring

2. Overview of Labor Use in the Project

The Gaza Emergency Support for Social Services activities will include different categories of workers. As per ESS2, project workers can be classified into the following four groups: direct workers, contracted workers, community workers and primary supply workers. Due to the nature of the work that will be done in this project, only direct and contracted workers will be involved in the implementation. The project will not involve community or primary supply workers. The engagement of these different categories of workers is described below.

Direct Workers

Direct workers will be the NDC staff assigned to the project and consultants engaged by NDC for the project (e.g. the ESO). Direct employees/workers, either male or female, will be skilled workers engaged according to the needs of the project implementation including project managers, technical staff such as financial, social and environmental and communication officers/consultants, IT operators, social workers, etc. The estimated number of direct workers is not likely to exceed 7 workers.

Contracted Workers

Contracted workers will include assigned staff (i.e. project coordinators, social workers) and consultants of NGOs implementing the C4S and e-work sub-projects, workers (currently unemployed people between the ages of 20 and 40) contracted by NGOs under Component 1 for the provision of MHPSS and social services to women and children (i.e. doctors, psychiatrists, social workers, mentors, trainers, etc), and trainers contracted by NGOs under component 2 for the provision of training for the E-work sub-projects (estimated number of workers is approximately 1000). The contracted workers will be skilled workers of which at least 50% will be women. The project will not involve community or primary supply workers.

Number of Project Workers

It is estimated that the number of all types of workers to be involved by the Project is in the range of 1000 workers (7 direct workers and the remaining is contracted workers).

Timing of Labor Requirements

The durations of work for each category of contracted workers are as follows:

- For the NGOs staff, the work duration will be the period required for the implementation of the activities as stated in the agreement with NDC
- For the C4S, contracted workers by NGOs will work for six months
- For the e-work, trainers and mentors will provide 3 months of skills training (freelancing skills and can include technical skills) as well as 5 months of on-the-job support.

No community workers or primary supply workers or casual or daily workers will be employed in the Gaza Emergency Support for Social Services project.

3. Assessment of Key Potential Labor Risks

The environmental and social risk of the Project are rated **moderate** which indicate a moderate likelihood of adverse impacts associated with project implementation, including risks related to labor. The LMP addresses the Project Workers' related risks and provides measures to mitigate those risks.

The focus of the LMP is on NDC staff assigned to the project and consultants engaged for the project (e.g. the ESO) who will be engaged with the project implementation and assigned staff and consultants of NGOs

implementing the C4S and e-work under components 1 and 2, and beneficiaries contracted by NGOs as workers under Component 1 for the provision of MHPSS and social services to women and children.

Component 1 of the project will provide sub-grants to selected NGOs for i. building their capacity to provide mental health and psychosocial services (MHPSS) and social services and ii. to implement Cash for Service (C4S) activities aimed to provide support for MHPSS and social services to communities affected by the May 2021 conflict in the Gaza Strip while employing target youth. Services will be provided through either direct interventions or prevention activities. **Component 2** of the project will finance support for target youth to become e-workers/online freelancers and will aim to ensure significant reach to women beneficiaries to address existing gender gaps in the labor market and disproportionate impact of crisis on women. The type of e-work to be supported by the project includes both complex and simple tasks (e.g. software development, graphic design, media production, content development, website design, animations, e-marketing, translation, voice over, virtual assistance, labelling photos or videos, describing products, transcribing scanned documents, data gathering, answering calls). These tasks are linked to larger projects through online networks and platforms at the regional and global levels. Online freelancers can work on their own or as part of local freelancing companies.

Key Labor Risks:

Key labor risks for workers pertain to working conditions, terms and conditions of employment, health and safety (e.g. during interaction with beneficiaries, provision of project services), and potential exposure to SEA/SH. These risks can be described as follows:

- Exposure of direct and contracted workers to communities in the project areas, may pose a certain level of health and safety risk associated with COVID-19 infection, especially if proper hygiene, safety precautions and social distancing measures are not adhered to.
- Gender-based Violence (GBV)/Sexual Exploitation and Abuse (SEA)/Sexual Harassment (SH): Potential risks of GBV/SEA/SH during face-to-face activities and trainings for MHPSS under Component 1 and face-to-face trainings for e-work under Component 2. Furthermore, there is some risk of SEA/SH in the digital space during online trainings and e-work activities.
- Labor and working conditions: The project will involve workers working at the NDC responsible for project implementation and contracted workers engaged with NGOs. Labor risks such as payment of overtime, unpaid salary in part or in full, minimum age working age and child labor risks, and rights of association are not in accordance with the requirements of national law and ESS2 are possible.
- Ensuring that the terms and conditions for workers are in accordance with the requirements of national law and this ESS (covering terms and conditions of employment; non-discrimination and equal opportunities; discrimination in relation to recruitment; prohibition of forced labor & child labor; indiscriminate benefits; grievances and workers' rights), is important. Further, given the urgency to process a large number of applications for selecting the NGOs in a short timeframe, all workers may be at risk of stress, fatigue or burnout due to overworking to manage the excessive demand.

Risks will be mitigated by the application of the occupational health and safety guidelines detailed in the Project's health and safety guidelines and application of the national labor laws (e.g. on wages, working

hours, insurance etc.). Regarding the risk of SEA/SH, there will be enforcement of a code of conduct, to be signed by all project workers; raising awareness and conducting trainings about these issues in the workplace; and, ensuring access to grievance mechanisms in case there is a need to file a complaint, without fear of reprisal and while maintaining 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 workers and contracted workers, including in partner NGOs. 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 E&S Officer at NDC will be responsible for monitoring grievances managed by sub-project NGOs and shall regularly evaluate the effectiveness of the workers' GM. The grant agreements or contracts signed with NGOs will also include provisions for prevention of potential cases of SEA/SH and availability of workers' GM.

In addition to the Government 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.

4. Key Labor Legislation in Palestine

An overview of the key aspects of Palestinian Labor Law (No. 07 of 2000), FIDIC 1999 which is applicable in Palestine, that address the requirements of the terms and conditions of work in ESS2, is provided below:

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.

The contracts with the contracted workers will be of limited-period work contracts for six months.

Minimum Wage

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). This minimum wage is applicable for the direct workers.

Workers for C4S will be paid less than the minimum wage. Each worker will work for 6 months and will receive a stipend equivalent to US \$550 (approximately 1760 NIS) per month. This amount, which is slightly below the minimum wage (1880 NIS), is considered appropriate to discourage participation in C4S by those who are already working or could easily find a job, while providing a meaningful safety net.

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 compensation

According to Articles (116) through (130) of the PLL:

"The employer ((NDC and NGOs implementing the C4S and e-work sub-projects)) must insure all their workers against work injuries at licensed insurance providers in Palestine". The insurance made by NGOs for the contracted workers will pay compensation to the contracted workers 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, such as the contracted workers under C4S, 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.

Key Gaps between ESS2 and National Labor Law

The key gaps between ESS2 and the Palestinian national Labor law include: ¹

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 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.

As an essential mitigation measure to address the gaps in the Palestinian National Labor law 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.

Occupational Health and Safety (OHS)

Obligations of the Employers (NDC and NGOs):

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 direct workers. The same laws will be also applicable to the contracted workers. 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 project workers' health and safety will be identified by all parties who employs workers and develop and implement procedures to establish and maintain a safe working environment to prevent hazards to project workers, 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 workers 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;

¹ World Bank ESS2 Country Briefing- West Bank & Gaza, ERGON, August 2020.

- Project workers will not be retaliated against or otherwise subject to reprisal or negative action for reporting or removing themselves from dangerous and unsafe situations;
- Project workers will receive OHS training 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. 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;
- Project workers will be provided with facilities appropriate to the circumstances of their work, including access to canteens, hygiene facilities, and appropriate areas for rest;
- 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;
- NDC provides appropriate medical care and insurance for their direct workers during the course of their employment. NGOs 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.

Obligations of the Employees: Employees 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 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 the following:
 - Frequently wash your hands with soap and water for at least 20 seconds. When soap and running water are unavailable, use an alcohol-based hand rub with at least 60% alcohol.
 - Avoid touching your 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.
 - 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;
- 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 report work situations that they believe are not safe or healthy and abstain from work where there is serious threat to health or life.

The NGOs will develop and implement Grievance Mechanism (GM) through which workers are able to communicate their complaints to the NGO. The workers' grievance mechanism is discussed in detail in Section 8 below.

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.

Terms and Conditions of Employment

These provisions will apply for direct workers

- All direct workers will be provided with an employment contract with clear terms and conditions of work and setting out their rights under the national labor law, including information regarding their terms and conditions of employment, hours of work, wages, overtime, compensation and benefits, holidays, leaves, etc. and will have the contents explained to them. Workers will sign the employment contract.
- All direct workers employed for the purpose of the project will be above 18 years.
- Maximum working hours for workers will not exceed forty-five hours a week, unless otherwise stated in their employment contract 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 workers will be entitled to breaks from work of one-hour meal break each workday 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. They will also be provided with the entitled leaves under the Labor Law.
- All project workers will be covered with injury insurance
- Workers will be provided a pension contribution and deductions will be made from their salaries for their contribution in accordance with the Labor Law.
- All direct workers from NDC will be made aware of the GM (as specified under this LMP) available at the NDC. They will also be able to lodge complaints to the special referral pathways for grievances on GBV, SEA, SH.
- Ban the use or support of child, forced or compulsory labor.
- Pay its workers on a regular basis as required by national law.

These provisions will apply for contracted workers

- All contracted workers will be provided with an employment contract with clear terms and conditions of work and setting out their rights under the national labor law, including information regarding their terms and conditions of employment, hours of work, wages, overtime,

compensation and benefits, holidays, leaves, etc. and will have the contents explained to them. Workers will sign the employment contract.

- List of contracted workers to be employed in relation to the C4S and E-work subprojects, with evidence of employment will be submitted to NDC by the selected NGOs.
- As per the provisions of the employment, all workers employed by selected NGOs will be above 18 years of age. NGO will provide document evidence (passport or ID) confirming age of employees to NDC prior to involving them on activities of the project.
- Maximum working hours for workers will not exceed forty-five hours a week, unless otherwise stated in their employment contract in accordance with the Palestinian Labor Law.
- An internal transparent and accountable system will be established within the selected NGOs to address issues of GBV and SEA/SH. Details of this system will be shared with NDC prior to signing any contracts.
- The leave policy of the NGO will be shared and confirmed that it is in line with the Palestinian Labor Work.
- All workers will be made aware of the workers' GM (as specified under this LMP) available at NGOs, and will also be able to lodge complaints to the special referral pathways for grievances on GBV, SEA, SH.
- Ban the use or support of child, forced or compulsory labor.
- Pay its workers on a regular basis as required by national law.

COVID-19 Specific Occupational Health and Safety

These provisions will apply for all categories of project workers

- The workers' temperature will be checked, and sanitizers will be provided at the entrance of the workplaces sick workers will be refused entry to the workplaces.
- Adherence to the Government and WHO protocols guidelines related to COVID-19.
- Trainings for workers on hygiene and other preventative measures will be carried out, and a communication strategy for regular updates on COVID-19.
- Adjustments will be made to work practices to reduce the number of workers and increase social distancing following the government and WHO guidelines procedure if a worker becomes sick.
- Adequate supplies of PPE (masks); hand washing facility, soap and/or alcohol-based sanitizer, will be made available at the worksites.

While preparing the OHS plans involving labor, the following guidance materials will be used:

- WHO IPC interim guidance: For guidance on infection prevention and control (IPC) strategies for use when COVID-19 is suspected. <https://www.who.int/publications/i/item/10665-331495>.
- WHO interim guidance on use of PPE for COVID-19: For rational use of PPE. [https://www.who.int/publications/i/item/rational-use-of-personal-protective-equipment-for-coronavirus-disease-\(covid-19\)-and-considerations-during-severe-shortages](https://www.who.int/publications/i/item/rational-use-of-personal-protective-equipment-for-coronavirus-disease-(covid-19)-and-considerations-during-severe-shortages).
- WHO guidance getting your workplace ready for COVID-19: <https://www.who.int/docs/default-source/coronaviruse/getting-workplace-ready-for-covid-19.pdf>.
- WHO interim guidance: For guidance on water, sanitation and health care waste relevant to viruses, including COVID-19. https://apps.who.int/iris/bitstream/handle/10665/331846/WHO-2019-nCoV-IPC_WASH-2020.3-eng.pdf.

Age of Employment

A child under the age of 15 will not be employed or engaged in connection with the Project (This is according to the Palestinian Labor Law No. 7 of 2000, article No. 93; and ESS2 requirements). However, according to the Palestinian Child Law No. 7 for the year 2004, article 14 and international labor Organization (ILO) agreement and due to the nature of the project, where the activities involve possible exposure to COVID-19, no child under age 18 will be employed to work in the project due to the hazardous nature of the work.

The NGOs 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 ID's. NGO's shall keep the records/documents which will be checked on sites by NDC.

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 NDC to make sure no underage workers are still working on the Project.

6. Responsible Staff

NDC will be responsible for the overall implementation of the Gaza Emergency Support for Social Services Project. As an implementing agency NDC will carry out the Project activities in accordance with the TFGA, incur expenditures and make payments to NGOs and suppliers. Consequently, NDC will be responsible for all fiduciary aspects including financial management (FM), procurement, and safeguards Environmental and Social requirements. Accordingly, NDC's Director will be responsible for coordinating implementation and ensuring the overall technical coherence of the Project activities. Managers in NDC will report to the Director and supervise the work of their staff and consultants attached to their respective Units. They will also monitor the performance of the NGOs directly involved in the implementation of C4S and E-work activities. NDC's main office is in the West Bank and it has a fully operational branch office in Gaza. The Gaza office is headed by a Gaza Program Manager, who will act as the Director's deputy for this Project. While the NDC Director will be responsible for the overall implementation of this LMP as well as reporting back to the Association, the focal person for labor related issues will be the ESO for the project.

The following table shows the responsible parties within the project to engage and manage project workers:

Activity	Responsible Staff
Engagement and management of the Project direct workers at NDC	NDC's Director
Engagement and management of the Project contracted workers under component C4S and E-work	Selected NGOs in coordination with the Environmental and Social Officer (ESO) at NDC
Addressing contracted workers' grievances	Selected NGOs in coordination with the ESO at NDC

The ESO at NDC will oversee the implementation of the social measures and OHS measures across the project and will be responsible for the following:

- Implement this LMP to direct workers;
- Monitor that the NGOs are meeting obligations towards contracted workers in line with ESS2, WHO guidelines on COVID-19 and the Palestinian Labor Law;
- Monitor that NGOs are implementing the labor management procedures;
- Ensure that NGOs' workers will not be hired informally;
- Conduct training for the Project workers on E&S requirements related to the project;
- Ensure that the grievance mechanism for the Project workers is established and monitor its implementation;
- Monitor implementation of the workers Code of Conduct (CoC); A sample CoC is presented in the Annex.
- Report any incident or accident immediately to the Bank after occurrence.
- Ensure that selected NGOs implement OHS protection measures for contracted workers by including into the bidding documents specific COVID-19 OHS requirements that all NGOs will meet under the project. Details on NGOs management are in section 7.
- Monitor that COVID-19 OHS protection measures are met at workplaces in accordance with Government of Palestine and WHO guideline.
- Develop and implement reporting system for any accidents, diseases and incidents. Every accident will be reported to NDC, investigated and relevant measures will be designed to avoid the accident in the future. Also remedies for adverse impacts such as occupational injuries, disabilities and diseases will be provided. Any incident or accident shall be notified immediately by NDC to the Bank as described in the ESCP.

The partner NGOs will be responsible for the following in relation to contracted workers:

- Ensure that workers will not be hired informally;
- Report accidents, diseases, incidents and near-misses to NDC and develop remedies to prevent such situations;
- Implement this LMP to contracted workers;
- Appoint qualified staff to be responsible for implementing environmental and social management requirements, including this LMP;
- Maintain records of recruitment and employment process of contracted workers;
- Engage and manage the contracted workers;
- Communicate clearly job description and employment conditions to contracted workers.
- Develop, submit to NDC for approval and implement Code of Conduct (CoC), A sample CoC is presented in the Annex, reflecting the NGOs core values and overall working culture and including provisions relating to GBV and SEA/SH.

Provide quarterly reports on the performance of labor and working conditions which will be reviewed by the NDC.

7. NGO MANAGEMENT

NDC will use the Palestinian procurement procedures and the Bank's 2017 Standard Procurement Documents for solicitations and contracts which include labor and COVID-19 OHS requirements. NDC after receiving bids from the NGOs ensures that the NGOs are legitimate and licensed according to the Palestinian Labor Law.

The LMP and the other environmental and social requirements form an integral part of the bidding documents to be issued to NGOs and shall also be part of the awarded contracts to them. In addition, proper training and orientation to NGOs will be made by the ESO at NDC to ensure full understanding and compliance.

During the process of selecting NGOs who will engage contracted workers, NDC may review the following information:

- Business licenses, registrations, permits, and approvals;
- Records of safety and health violations, and responses;
- Documents relating to a labor management system;
- Workers' certifications/permits/training to perform required work;
- Accident and fatality records and notifications to authorities;
- Proof of workers' experience and enrollment in related projects;
- Worker payroll records, including hours worked and pay received;
- Enrollment of safety members and records of meetings;
- A functioning GM system and
- Copies of previous contracts, showing inclusion of provisions and terms reflecting ESS2.

Performance of partner NGOs will be managed and monitored by the NDC. Supervision checkups will be conducted to ensure social compliance with the LMP. NGOs' labor management records and reports may include: (a) a representative sample of employment contracts; (b) records relating to grievances received and their resolution; (c) reports relating to safety inspections, including fatalities and incidents and implementation of corrective actions; (d) records relating to incidents of noncompliance with national law; (e) non-compliance remedy for possible violation of E&S provisions; and (f) records of training provided for contracted workers to explain labor and working conditions and OHS including that related to COVID-19 guidelines and procedures.

8. GRIEVANCE MECHANISM (GM)

The project will have 2 grievance mechanisms, one for labor-related grievances and the other for overall project related grievances. Each GM will include special referral pathways for GBV, SEA and SH grievances.

Workers' GM:

NDC will develop and implement a grievance mechanism for their workers/staff. NDC will require partner NGOs to develop and implement a grievance mechanism for their workforce including workers who will be employed or trained by the project, prior to the start of any activities. The partner NGOs shall provide within the application documents, a clear labor GM for the workers who will be employed or engaged in connection with the Project. The partner NGOs will also establish a Grievance Mechanism for their workers. The GM will include special referral pathways for workers' grievances on GBV and SEA/SH. This grievance mechanism also addresses child labor, GBV and sexual harassment related grievances. As a result, it develops features to accept and respond to the anonymous complaints. The anonymity of the complains is communicated to all affected parties during the consultation. Partner NGOs will be requested to inform the workers about the available tools to lodge grievances such as telephone number and email.

The GM officer at the NGO level will be responsible to receive and handle complaints related to the project. The GM officer will be responsible for managing and sorting complaints and for recording and tracking resolution of grievances in the complaints log. The GM officer will report to the ESO on the received and handled complaints on monthly basis. The ESO will monitor the compliance of NGOs regarding the implementation of the GM procedures and shall regularly evaluate the effectiveness of the existing complaints mechanism.

The workers grievance mechanism will include:

- a procedure to receive grievances such as comment/complaint form, suggestion boxes, email, a telephone hotline;
- stipulated timeframes to respond to grievances;
- a register to record and track the timely resolution of grievances;
- An anonymous feature that receives anonymous complaints and ensures privacy;
- Clear procedures to handle GBV/SEA/SH related grievances and a referral pathway.

The workers grievance mechanism will be described in staff induction trainings, which will be provided to all project workers. Information about the existence of the grievance mechanism will be readily available to all project workers (direct and contracted) through notice boards, the presence of “suggestion/complaint boxes”, and other means as needed.

Project GM:

Project-level grievance mechanisms will be resolved at the NGOs level. NDC will request the partner NGOs to have a well- functioning Grievance Mechanism (GM). Affected parties who believe that they are adversely affected by the project may submit complaints to the project’s GM in each NGO. A grievance redress committee will be established at each implementing NGO to handle complaints related to the project in close coordination with the ESO. Mechanisms for lodging complaints at project level by NGOs are detailed in the SEP under sections 6.1.1. The project GM will also be used for the direct workers in the implementing NGOs to raise and resolve workplace-related concerns including those that are related to GBV, SEA and SH with the same principles and provisions mentioned below.

The NGOs should inform PAPs, citizens, civil society organizations, NGOs, media, and other interested parties about the GM processes including the right to appeal and the available tools for lodging grievances before project implementation, during public consultations and throughout Project cycle. The affected people can use the GM to submit complaints related to the overall management and implementation of the Project. The GM must include the following outlets to lodge a complaint; a standard complaint form; a special email account, a dedicated mobile and telephone number or through submitting a complaint form in the complaint’s box at the NGO office. The partner NGOs shall assign a staff to receive and handle grievances.

The GM officer at the NGO level will keep a log of the complaints at hand including measures to handle the complaints/ grievances; timeframe and action will be consolidated into monthly reports to NDC. NDC/ESO will be responsible for monitoring the process of GM at the NGO level to ensure that grievance resolution is conducted in accordance with the procedures set in the SEP. Detailed GM measures and procedures are described under section 6.1 in the SEP.

Gender Based Violence, Sexual Harassment and Sexual Exploitation and Abuse Grievances

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 beneficiaries during the consultation meetings and through different methods ((i.e., public consultations, focus groups discussion, community meetings, posters and leaflets, local radios and social media); throughout project implementation.

Grievances related to GBV, SEA and SH will be handled by NDC. NDC ESO will be responsible for managing this type of complaints with high priority, seriousness, data protection and privacy. Contact details for NDC ESO (email address (complaints@ndc.ps) and telephone number (0598444474), will be communicated to project's affected parties during consultations and through different stakeholder engagement methods. Training will also be provided by a GBV expert for the ESO and NGOs officer on detection of cases of gender- based violence and handling of inquiries, complaints and grievances related to GBV. Relevant NGO staff, responsible for implementing C4S and E-work activities, will also be trained. Sexual harassment and sexual abuse grievance procedures are detailed in the project's SEP.

Annex: Sample Code of Conduct (CoC) For All Project Workers

Introduction:

The Code of Conduct will be prepared by the NDC 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.

CODE OF CONDUCT

We are the NGO, *[enter name of Contractor]*. We have signed a contract with *[enter name of Employer]*, for *[enter description of the Works]*. These Works will be carried out at *[enter the Site and other locations where the Works will be carried out]*. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, laborers and other employees at the Works Sites or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as **“Contractor’s Personnel”** and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor’s Personnel. Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Contractor’s Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor’s Personnel and any other person;
3. maintain a safe working environment including by:
 - a) ensuring that workplaces, machinery, equipment and processes under each person’s control is safe and without risk to health;
 - b) wearing required personal protective equipment (PPE);
 - c) using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d) following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect and not discriminate against specific groups such as women,

6. people with disabilities, migrant workers or children; 6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. In Bank financed operations/projects, sexual exploitation occurs when access to or benefit from Bank financed goods, Works, Consulting or Non-consulting services is used to extract sexual gain;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct;
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact *[enter name of the Contractor's Social Expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters]* in writing at this address [] or by telephone [] or in person at []; or
2. Call [] to reach the Contractor's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the persons who experience the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact *[enter name of Contractor's contact person(s) with relevant experience (including for sexual exploitation, abuse and harassment cases) in handling those types of cases]* requesting an explanation.

Name of Contractor's Personnel: *[insert name]*

Signature: _____

Date (day/month/year/): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date (day/month/year/): _____