

LABOR MANAGEMENT PROCEDURES

Lebanon Emergency Crisis and COVID19
Response Social Safety Net Project-Second
Additional Financing

March 2023

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1 OVERVIEW OF LABOR USE ON THE PROJECT

1.1 Introduction

Under the World Bank Environmental and Social Standard 2 (ESS2: Labor and Working Conditions), the Borrower is required to develop labor management procedures (LMP). The purpose of the LMP is to identify the main labor requirements and risks associated with the project and help the Borrower to determine the resources necessary to address project labor issues. The LMP will enable different project-related parties, for example, staff of the project implementing unit, contractors and sub-contractors and project workers, to have a clear understanding of what is required on a specific labor issue. The LMP is a living document, which is initiated early in project preparation, and is reviewed and updated throughout development and implementation of the project.

1.2 Brief project description

The Lebanon Emergency Crisis and COVID19 Response Social Safety Net Project (ESSN) aims to (a) provide cash transfers and access to social services to extreme poor and vulnerable Lebanese populations affected by the economic and COVID-19 crises in Lebanon; and (b) in case of an Eligible Crisis or Emergency, provide immediate and effective response to such emergency or crisis. The main objectives of the project will be for:

- 1) Provision of Cash Transfer for Basic Income Support
- 2) Provision of Cash Transfer for Students-at-Risk
- 3) Provision of Social Services
- 4) Enhanced Social Safety Nets Program Delivery
- 5) Contingent Emergency Response Component

Additional Financings

- **First Additional Financing (AF1)**

Up to this point, approximately 76000 Households are benefitting from the Program. Due to the increase in inflation and rapid deterioration of the value of the Lebanese Pound, the ESSN project is disbursing cash transfers to beneficiaries in US\$ at an adjusted transfer value¹ which has resulted in a financing gap. The financing gap amounting to approximately US\$16 million will partially be offset by a (US\$ 4 million) Additional Funding (AF1). The remaining gap after the reallocation and the AF grant has been also filled, Project was based on a HH size estimate of 4.7 members, however actual HH size ratio is 4.42. The (US\$4 million) AF Grant is funded from the Lebanon

¹ Food assistance per capita increased from LBP 100,000 (\$16 at an Exchange Rate of LBP \$1 = LBP 6,240) to \$20 (paid in US\$), and the Flat amount per household adjusted from LBP 200,000 (\$32 at an Exchange Rate of LBP \$1 = LBP 6,240) to \$25 (paid in USD). It is worth noting that The Exchange Rate discussed with the borrower at the time of negotiations (December 2020), being the highest regulated exchange rate in relation to the US dollar, plus 60 percent, BDL's Sayrafa electronic platform is much lower than the market value in 2021 and 2022 – currently standing at US\$1 = LBP 20,000).

Syria Crisis Trust Fund (LSCTF)² and will be used to supplement existing financing under Component 1. Similar to the ESSN parent project, households will receive US\$20 per household member per month, to cover basic survival food needs, in addition to a flat amount of US\$25 per month per household to meet fixed costs and economies of scale incurred by households for non-food basic expenditures. The AF1 is implemented according to the World Bank fiduciary procedures and guidelines. The Presidency of the Council of Ministers (PCM) is the implementing agency of the AF1 and will follow the same implementation arrangements of the initial financing. It is worth noting that the AF1 does not include new additional activities. The grant amount is used to supplement existing financing under Component 1.

- **Second Additional Financing (AF2)**

A proposed AF2 will scale up the impact of the ongoing project and will contribute to: (a) arresting the increase in extreme poverty; (b) preserving the human capital of children at risk of dropping out of school; and (c) building a sustainable SSN system. The AF2 will continue to provide cash transfers for basic income support to 150,000 extreme poor and vulnerable Lebanese Households affected by the economic crises for an additional year; (ii) provide top-up cash transfers for students from extreme poor Lebanese HHs at risk of dropping out of school; and (iii) further develop Lebanon’s SPIS – specifically the DAEM Social Registry. The proposed AF2 will revise all components to potentially add additional funds.

1.3 Number of Project Workers

The total number of workers is not yet firm, but the following estimate is provided: The total number will be approximately 500 divided into: 26-30 Direct Workers; and 490-500 Contracted Workers. The estimated numbers are based on the assumptions below.

Types of Workers	Estimated number of workers	Comments
Direct workers		
Presidency of the Council of Ministers (PCM)	6-8	Full-time Consultants
Ministry of Social Affairs (MoSA)	2	Full-time Consultants
Ministry of Education and Higher Education (MEHE)	3	Full-time Consultant

² The LSCTF is a multi-donor trust fund designed to support Lebanese communities hosting Syrian refugees established by the World Bank in 2013. The World Bank is administering the LSCTF in accordance with the institution’s policies and procedures, including fiduciary policies and the framework regarding governance and anti-corruption

Consultants and Independent Verification Agent	10	Short-term skilled workers hired by the firm
Total	21-23	
Contracted Workers		
Social Workers	464 to be approved by MOSA	Part-time workers contracted by MoSA
Third-party monitoring (TPM)/ external technical audit	5-7	Skilled workers hired by the firm
Communication and Outreach	2	Skilled workers
Monitoring and Evaluation	2	Skilled workers
World Food Programme (WFP)	8-6	Project Staff
Grievance Mechanism (GM) Firm	15	Skilled workers
Total	494-498	

1.4 Characteristics of Project Workers

All workers are expected to be local with some (minimal) international workers. Female workers are expected to constitute approximately 50% of the Direct Workers and more than 80% of the Contracted Workers as the majority of the social workers who will be contracted under this project are female. It is not expected that the project will hire workers between the age of 14 and 18.

1.5 Timing and Description of Labor Requirements

The project will only engage Direct Workers and Contracted Workers. It will not include Community Workers or Primary Supply Workers.

1) Direct Workers

The Parent Project and its Additional Financings (AF1 and AF2) will employ Direct Workers as part of the Project Management Unit (PMU) referred to as the Central Management Unit (CMU) under the ESSN, to be formed at the Presidency of the Council of Ministers (PCM) or the Implementing Agency (IA); in addition, two Project Management Teams (PMTs) will be established at the Ministry of Social Affairs (MoSA) and the Ministry of Education and Higher Education (MEHE). The CMU at Presidency of Council of Ministers (PCM) will be established before effectiveness of the project and will be maintained throughout the project's duration. The Project will use the services of a part-time E&S specialist who will form part of the direct workers under the PCM and who will follow up on the different Environmental and Social (E&S) documents and plans to be updated, implemented, developed during the implementation phase of the project.

Other Direct Workers will include individual consultants who will be assigned throughout the Project implementation. The project will use the services of civil servants from MOSA and MEHE. They will remain subject to the terms and conditions of their existing public sector agreement. Throughout Project implementation the ESS2 limited to restrictions on child labor, forced labor and occupational health and safety measures related to COVID-19 as per the national health requirements in response to the epidemic, will be applicable on the civil servants. It is estimated that the Project will hire a total of 26-30 Direct Workers. **This number is subject to review once the total numbers are known.**

2) Contracted Workers

The Project will use the services of various firms and individual consultants as listed in the table above and these include: (i) the GM firm who will be contracted by the PCM CMU; (ii) the social workers who were hired previously by MOSA for the National Poverty Targeting Program (NPTP) financed by the World Bank³ and who will be the first points of contact for vulnerable households under the ESSN; (iii) the communications and outreach firm who will be contracted by the CMU at PCM; (iv) the monitoring and evaluation firm who will be contracted by the PCM CMU; (v) the WFP which is the UN Agency who will be contracted by the CMU at PCM for the implementation of the cash card. It is estimated that the Project will hire a total of 490-500 Contracted Workers Under the Project. **This number is subject to review once the total numbers are known.**

2 ASSESSMENT OF KEY POTENTIAL LABOR RISKS

2.1 Project activities

The proposed project is composed of 5 components which aim to (a) provide cash transfers and access to social services to extreme poor and vulnerable Lebanese populations affected by the economic and COVID-19 crises in Lebanon; and (b) in case of an Eligible Crisis or Emergency, provide immediate and effective response to such emergency or crisis. The five components of the ESSN are summarized below:

Component 1. Provision of Cash Transfer for Basic Income Support

Component 1 will help arrest the increase in extreme poverty by providing cash transfers to 147,000 Lebanese households. The scale-up would result in an enhanced coverage of Lebanon's targeted SSN from 1.5 percent at present to around 20 percent of the Lebanese national population with the ESSN. Donor support to the NPTP⁴—which is expected to add an additional 35,000 households—would further increase SSN coverage by 7 percentage points, bringing the total number of households supported to 197,000, that is, 27 percent of the Lebanese population.

Component 2. Provision of Top-up Cash Transfers for Students-at-Risk

³ <https://projects.worldbank.org/en/projects-operations/project-detail/P149242>

⁴ In particular German and European Union (EU) financial support to the NPTP.

Component 2 will help preserve the human capital of poor Lebanese households by supporting the retention of students who are at risk of dropping out of school due to socioeconomic reasons, which may also be aggravated by school closure due to the COVID-19 pandemic. The component will provide a top-up education cash transfer to the eligible 147,000 poor and vulnerable Lebanese households with an estimated 87,000 students between the ages of 13 and 18 years currently enrolled in public schools. The targeted students constitute 67 percent of the total number of children ages 13 to 18 years enrolled in public schools. The purpose of the cash transfer is to support continued investments in children's schooling and reduce the extent of dropout and discontinuation of schooling that may be induced by the economic and financial crises and climate change impacts.

Component 3 Provision of Social Services

Component 3 will contribute toward (a) strengthening the capacity and systems of MOSA and the Social Development Centers (SDCs) and (b) increasing access to quality social services for poor and vulnerable households.

Component 4: Enhanced Social Safety Nets Program Delivery

This component will help ensure an efficient and effective implementation of the ESSN project and lay the foundations for a sustainable SSN delivery, including the building blocks of a National Social Registry. Specifically, the component will finance the following:

- (a) A robust GRM and communication and outreach
- (b) M&E, verification system, and third-party monitoring (TPM)/ external technical audit
- (c) Building blocks of a National Social Registry
- (d) Project management and implementation support

Component 5: Contingent Emergency Response Component (US\$0)

In recognition of Lebanon's current significant vulnerability to shocks, a CERC with no funds is included in accordance with the World Bank policy on Investment Project Financing for contingent emergency response to an eligible crisis or emergency, as needed. This component will allow the GOL to request the World Bank for rapid reallocation of the project funds to respond promptly and effectively to an eligible emergency or crisis that is a natural or man-made disaster or crisis that has caused or is likely to imminently cause a major adverse economic and/or social impact. If the World Bank agrees with the determination of the disaster and associated response needs, this component will draw resources from the categories financing Components 1, 2, 3, and 4 and/or allow the GOL to request the World Bank to recategorize and reallocate financing from other project components to cover emergency response and recovery costs.

Key Labor Risks: The key labor risks which may be encountered by the project's direct or contracted workers may include:

- **Occupational Health and Safety (OHS) Risks:** Since the project does not involve any construction works, occupational health and safety (OHS) risks are quite limited. At present, the main OHS risk is COVID-19 infection risk, traffic safety, verbal tension/ violence.
- **Unfair and/or unclear contract terms and conditions** including wages, overtime, compensation, benefits and working hours. To ensure that all workers have a written contract in place and especially the social workers to prevent non-payment and disparity in wages.
- **Irregular payment of salaries:** the significance of this risk can also increase with the lack of an efficient grievance mechanism (GM).
- **Discrimination and non-equal opportunities:** The project will involve direct and contracted workers with different scopes of work. The varying nature of work may increase the probability of discrimination and non-equal opportunities risks including abrupt termination of employment.
- **Non-payment, disparity in wages and/or denial of benefits** (compensation, bonus, maternity benefits, etc.)
- **GBV/sexual exploitation and abuse (SEA):** The project workers will include both men and women. There is potential risk of GBV/sexual exploitation and abuse and sexual harassment (SH) and these should be mitigated through the appropriate mitigation measures.
- **Risk of unresolved complaints:** This risk could be as a result of the lack or absence of a GRM, or the presence of an inefficient and not properly designed GRM.

3 BRIEF OVERVIEW OF LABOR LEGISLATION: TERMS AND CONDITIONS

- Terms and Conditions of Employment Work contracts are regulated by Title I of the Labor Code of Lebanon dated 1946. A worker is defined as a person who works with an employer according to an individual or collective agreement (art. 2).
- The Labor law distinguishes between two classes of workers: employees and workmen. Employees are salary earners who perform a desk job or a non-manual job. Workmen are wage- earners that are within the group of employees (art. 3).
- Work contracts are written (art. 12). Contracts have to be submitted to the Authority of Common Law (art. 12). Written contracts must be in Arabic, however, may be translated to a foreign language if the employer or wage-earner/salary-earner does not know Arabic (art. 12).
- Every wage-earner and salary-earner is to receive a ‘workbook’ which includes, inter alia, the date of their entry and exit in each workplace. If a worker so requests, it should also include their daily, weekly or monthly wage or salary (LC, art. 14).

Wages:

Labor Management Procedures

- Minimum pay is fixed by a commission comprising of representatives from the Ministry of National Economy, employers, and wage-earners/salary-earners (LC, art. 45).
- The current statutory monthly minimum wage was set in 2012 and is equal to LBP 675,000 (approximately USD 442,39), as determined by Decree 7426/2012. The minimum daily wage is LBP 30,000 (approximately USD 19,66) (conversion date 31 March 2020). This applies to both public and private sector. According to the Labor Code, payment can be in kind or in official currency (art. 47).
- Payment must be made at least once a month to employees and twice a month to workers (LC, art. 47). For piece-work of which the execution lasts more than 15 days, the date of payment may be fixed by mutual agreement, but the worker must receive down payments every 15 days and have received the full pay within two weeks following delivery of the piece of work (LC, art. 47).

Rest, Leave and Overtime:

- In principle, the working week may not exceed 48 hours (LC, art. 31).
- It is possible to derogate from the 48-hours maximum work week in cases of emergency. A definition of such an emergency is not given. In such cases, employers can raise daily working hours to 12 hours, provided that additional hours are compensated at 150%, notification is provided to the Social Affairs Service and provisions on adolescents' work are not contravened (LC, art. 33). There is no clear provision in the legislation for employees to refuse to work extended hours.
- Regulation No. 30 of 1956 states that working time can be increased to 54 hours per week in "commercial establishments" (ILO CEACR, 2015). The circumstances under which working time can be increased to 54 hours is not specified in the decree, an omission which has attracted ILO commentary (ILO CEACR, 2015).
- Employees/Workmen must be granted a weekly rest which is not under 36 hours (LC, art. 36). Employees are also entitled to an unbroken rest of 9 hours every 24 hours, except in cases where work circumstances require otherwise (LC, art. 34). Where work exceeds 6 non-stop hours for men, and 5 non-stop hours for women, employees are entitled to a rest-time of at least 1 hour (LC, art. 34).
- Under-18s cannot work more than 6 hours a day and must receive a break of at least 1 hour if the working period exceeds 4 consecutive hours (LC, art. 23).
- An employee is entitled to 15 days' annual leave on full pay after completing one year of employment. The employer may determine the timing of such annual leave based on work requirements (LC, art. 39).
- Regulations on sickness contracted by the employee as a result of his or her job or any occupational accident are detailed in the sections on OHS below. The Labor Code grants the employee the right to a yearly sick leave for sicknesses and accidents not related to the job, the duration of which is based on the employment duration, with a minimum of half a month on full pay and half a month on half pay (LC, art. 40).

Maternity and Family Leave:

- Women are entitled to 10 weeks of maternity leave at 100% pay (Laws Nos. 226 and 267 of 2014; LC, Arts 28 and 29).

Labor Management Procedures

- There is no statutory paternity leave. A draft law providing for three days' paternity leave was introduced and approved by the Council of Ministers in January 2018 but has not yet entered into force pending its enactment by the Lebanese Parliament (Mondaq, 2020; The Daily Star, 2019b).
- There are no laws that guarantee childcare leave in Lebanon or the right to breastfeed, nor does the law provide for nursery or childcare facilities.

Severance Pay:

- The employer is required to provide a written notice of termination at least one month in advance (LC, art. 50.c)
- For those groups covered by the Labor Code, severance pay is equal to one month per year of service, and half a month for those with less than one year of service. Severance is limited to a maximum of ten months for certain groups of wage-earners, such as those employed in the professions (e.g. medicine or law) or by master-craftsmen (LC, art. 54).
- A female employee is also granted severance pay in the event of marriage, provided that she has served the employer with due termination notice, she has been employed with the same employer for over a year, and she provides the employer with a marriage certificate (LC, art. 59; ILO CEACR, 2020k).

Non-Discrimination and Equal Opportunity

Gender and Disability:

- The Labor Code prohibits discrimination between “working men and women” with respect to type of work, amount of wage or salary, employment, promotion, professional qualification, and apparel (LC, art. 26). Recruitment is not expressly covered.
- The principle of equal pay for work of equal value is not expressly provided for in Lebanese law (ILO CEACR, 2020j).
- Women are prohibited from working in a number of industries and jobs, including mining, production and use of explosives and production of alcohol (LC, art. 27 and Annex 1)
- Labor law contains a general prohibition against the employment of women in the industrial sector during the night (ILO CEACR, 2013).
- It is expressly prohibited to dismiss a pregnant worker or a woman on maternity leave (LC, arts 29 and 52).
- Men are granted welfare benefits that do not apply to women (LC, art.3 and Social Security Law, art. 46). For example, article 14 of the SSL guarantees insurance cover for a non-employed wife of a husband who contributes. However, a wife contributing can only provide insurance cover for her husband if he is over 60 or disabled (Oxfam, 2016).

- Act No. 220 (2000) provides that a certain number of jobs in the public sector are allocated to persons with disabilities (Act No. 220 of 2000, art. 73). Quotas are also applicable to private sector employers, depending on their size (Act No. 220 of 2000, art. 74).

Sexual Harassment:

- A standalone Law no. 205 criminalizing sexual harassment was passed in December 2020. This law targets all types of sexual harassment, in any setting, and especially in the workplace.
- Per the law, perpetrators can be sentenced to up to two years in prison and fined up to 20 times the value of the minimum wage, which stands at 675,000 Lebanese pounds, according to Lebanese rights group Legal Agenda.
- The punishment increases to between six months and two years in prison and a fine of between 10 and 20 times the minimum wage if there is a “relationship of dependency” or work between the perpetrator and the victim; if the perpetrator uses their position of power over a colleague; or if the harassment occurs at a range of state institutions, universities, schools or on transport services.
- Maximum penalties are reserved for harassment in the workplace, public institutions, or educational facilities.
- In addition, relevant measures as per the World Bank’s Good Practice Note on addressing sexual exploitation and abuse and sexual harassment (SEA/SH) will be referred to³.

Grievance Mechanism:

- As there are no current statutory requirements on grievance redress mechanisms (GRM), the GRM for the project workers will be established following the World Bank’s Guidance Note for Borrowers on Environmental and Social Standard 2 (ESS2) for Labor and Working Conditions⁴ which is also outlined in section 9 of this document.

4 BRIEF OVERVIEW OF LABOR LEGISLATION: OCCUPATIONAL HEALTH AND SAFETY

Since the project does not involve any construction works, occupational health and safety (OHS) risks are quite limited. At present, the main OHS risk is COVID-19 infection risk. As such, the project will ensure that the World Health Organization (WHO) COVID19 safety measures (<https://www.who.int/emergencies/diseases/novel-coronavirus-2019/technical-guidance>) and the national requirements announced and published on COVID-19 preventive measures are adhered to by all project workers indicated in this LMP throughout project implementation. These measures include but are not limited to: avoiding crowded areas and social gatherings, keeping safe social distancing measures not less than 1m, and wearing masks. Updates on COVID-19 safe social distancing and wearing of masks as well as others can be found on the Ministry of Public Health webpage (www.moph.gov.lb).

5 RESPONSIBLE STAFF

The Project will employ Direct Workers for the CMU, which will be established at the Presidency of the Council of Ministers (PCM) and will be in charge of the project’s overall implementation and coordination

between the national actors including the MoSA, and MEHE. CMU will ensure that the project is implemented in accordance with the relevant project documents. It will organize consultations and workshops, conduct priority awareness and communication activities, and oversee the implementation of the E&S related instruments including the Stakeholder Engagement Plan (SEP), and the Social Impact Assessment (SIA).

The CMU will be established before effectiveness and will be maintained throughout the project's duration. The CMU is committed as per the Environmental and Social Commitment Plan (ESCP) to assign dedicated staff, including a part-time social safeguards specialist. The social safeguards specialist shall be responsible on tasks including but not limited to the following:

- Update, disclose, adopt and implement the Social Impact Assessment (SIA) actions and measures for the Project in accordance with ESS1 in a manner acceptable to the Bank.
- Prepare, adopt, and implement a stand-alone Gender-Based Violence Action Plan (GBV Action Plan), to assess and manage the risks of sexual exploitation and abuse/sexual harassment (SEA/SH)
- Update, disclose and implement the Labor Management Procedures (LMP) consistent with ESS2.

The Contractor will have to comply with the requirements of ESS2 which will be incorporated into contractual agreements. The Contractor must pass the requirements to all subcontractors as relevant. The following represent a non-exhaustive list of their responsibilities under these LMP:

- Execute any sanctions as a result of possible noncompliance with E&S provisions
- Hiring / Management of contracted workers
- Enforcement of code of conduct
- Grievance redress for contracted workers
- Facilitate periodic audits, inspections, and/or spot checks at PMTs
- Facilitate and accept sharing and disclosure of information
- Implement the OHS measures
- Implement COVID-19 specific measures according to contractual agreements
- report to CMU on labor and occupational health and safety performance.

6 POLICIES AND PROCEDURES

The Project's identified risks and impacts will be mitigated by a number of policies and procedures.

- 1) **Occupational Health and Safety (OHS) Risks:** As mentioned in chapter 2, the main OHS risk is COVID-19 infection risk. The project will ensure that the World Health Organization (WHO) COVID-19 safety measures and the national requirements announced and published on COVID-19 preventive measures are adhered to by all project workers.
- 2) **Unfair and/or unclear contract terms and conditions including wages, overtime, compensation, benefits and working hours.** All Direct Workers will be provided with clear and understandable terms and conditions of employment in writing. For the Contracted workers, clauses will be included in the all project procurement documents to ensure that terms and conditions of employment are being provided according to the requirements of ESS2 and/or national law. This

includes providing them with signed contracts stating clearly the duration of the contract, leave entitlements, conditions of contract termination including receiving written notices of termination, disciplinary procedures that are applicable, housing and accommodation provisions and allowance where applicable, payment, their rights related to hours of work, fair wages, overtime, compensation, benefits as stated in the national law as well as those arising from the requirements of ESS2. Workers will be presented with details of grievance procedures, including the different channels they can resort to and the processes for escalation where necessary (refer to section 9 for details about the workers' GRM which will be adopted). Where necessary, the project will ensure that working conditions and terms of employment are orally communicated and explained.

- 3) **Irregular payment of salaries:** Monitoring systems will be put in place to ensure that all types of Project workers will be properly paid on a regular basis and compensated for longer working hours and certain shifts which may need to be paid at a higher hourly rate as per applicable legislation (e.g. night shifts). Workers will also be presented with details of grievance procedures, including the different channels they can resort to and the processes for escalation where necessary.
- 4) **Discrimination and non-equal opportunities:** The project will implement labor standards and working conditions as per the national law particularly where it applies to equal opportunities and non-discrimination. The employment of Project workers will be based on the principle of equal opportunity and fair treatment, and there will be no discrimination with respect to any aspects of the employment relationship including but not limited to: recruitment requirements; training opportunities; termination of employment; inappropriate treatment or harassment including sexual harassment. Where disabled persons are hired, accessibility will be ensured in terms of provision of wheelchair ramps or elevators, or alternative formats of communication, etc. Men and women will be given equal opportunities relating to all recruitment opportunities under the project. This will apply to hiring of all project workers. The workforce GRM will be communicated to all workers as detailed in section 9 and will be used for non-compliance monitoring. The project will also provide all measures necessary for protecting vulnerable groups of workers such as the disabled, and women. Codes of conduct will be developed which will include provisions on sexual exploitation and abuse and sexual harassment and safety. Induction trainings and refresher trainings will be provided for all workers.
- 5) **Non-payment, disparity in wages and/or denial of benefits:** Workers will be provided with signed contracts stating clearly the duration of the contract and the terms and conditions of the contract including payment, their rights related to hours of work, fair wages, overtime, compensation, benefits as stated in the national law as well as those arising from the requirements of ESS2. Workers will also be presented with details of grievance procedures, including the different channels they can resort to and the processes for escalation where necessary.
- 6) **GBV/sexual exploitation and abuse (SEA):** Codes of conduct (CoC) will be developed which will include provisions on Sexual and gender-based violence (SGBV) and safety. Induction trainings and refresher training will be provided for all workers on the purpose of the CoC and the importance of adhering to it. Workers will be presented with details of grievance procedures, including the referral pathways in the event of SEA/SH related complaints. Project workers will also be made aware of the serious consequences in the event that the CoCs are violated, up to and including dismissal, or referral to legal authorities (refer to section 9 for details about the GRM).

- 7) **Risk of unresolved complaints:** The project will ensure that an efficient GRM system is in place. The GRM should be well-communicated and easily accessible for all project workers to raise any concerns. Further details in the GRM system are described in section 9.

Training and Capacity Building

Training will be provided to all workers before the commencement of work on general OHS and more specifically related to COVID-19 safety measures during induction and on a regular basis to ensure all workers are well capacitated with the project's requirements. The ESF safeguard Specialist at CMU will provide training to Direct Workers, while training will be provided to Contracted Workers through Third Parties. Training will include but will not be limited to:

- Awareness of the requirements of this LMP and associated plans/procedures;
- Code of conduct, Gender-based violence and SEA;
- Grievance mechanism, including roles, responsibilities and accountabilities, and contact persons/communication channels.
- E&S instruments as relevant including the implementation of the Social Impact Assessment (SIA) and the Stakeholder Engagement Plan (SEP)
- Implementation of COVID-19 preventive measures as per the WHO standards and the national requirements as per the Ministry of Public Health directions
- Training shall be delivered by experienced trainers, based on the competency requirements. Records of the training will be kept including training evaluation

7 AGE OF EMPLOYMENT

In Lebanon, the minimum age for employment is 14 years of age (LC, art. 22). Child labour is a significant issue in Lebanon. Occurrence of the worst forms of child labour is reported in construction and agriculture (US DoL, 2019; AUB/MoL, 2019) which are not within the nature of this project. Therefore, the project will not employ any children under the age of 18.

All workers will have written contracts compliant with the national labor law and receive pre job briefing of their rights under the national law, including wages, pay, overtime etc.

Process of age verification. In order to prevent engagement of under-aged labor, all contracts shall have contractual provisions to comply with the minimum age requirements. MOSA is required to maintain a registry of all contracted social workers with age information. Verification of the age shall be undertaken prior to the engagement of social workers and be documented. Below is indicative age verification means that could be used where official ID system is broadly unavailable:

- 1) Check the birthday on official documents such as birth certificate, national ID or other credible records, where available;
- 2) Obtain written confirmation from a medical practitioner;
- 3) Obtain written and signed declaration from the worker and his/her parents or guardian; or

- 4) Inquire with the local community leader, community action group or with other credible community sources.

8 TERMS AND CONDITIONS

The project will have Direct and Contracted Workers. The Terms and Conditions for each of them are described below.

Terms and Conditions for Direct Workers

Maximum number of hours that can be worked on the project: The project will commit to the provisions of the Labor Law and accordingly allow a maximum working hours per day that are 8 hours, or 48 hours per week.

Provisions on termination: Project workers will receive written notice of termination of employment and details of severance payments at least one month in advance. All wages that have been earned, social security benefits, pension contributions and any other entitlements will be paid on or before termination of the working relationship, either directly to the project workers or where appropriate, for the benefit of the project workers. For those groups covered by the Labor Code, severance pay is equal to one month per year of service, and half a month for those with less than one year of service.

Annual leave: An employee is entitled to 15 days' annual leave on full pay after completing one year of employment. The employer may determine the timing of such annual leave based on work requirements.

Maternity leave: Female employees covered by social insurance are entitled to 10 weeks of maternity leave at 100% pay.

Rest per week: Employees must be granted a weekly rest which is not under 36 hours. Employees are also entitled to an unbroken rest of 9 hours every 24 hours, except in cases where work circumstances require otherwise. Where work exceeds 6 non-stop hours for men, and 5 non-stop hours for women, employees are entitled to a rest-time of at least 1 hour.

Sick leave, injuries, and death: The employee is entitled to a sick leave based on a report from concerned medical authority. The Labor Code grants the employee the right to a yearly sick leave for sicknesses and accidents not related to the job, the duration of which is based on the employment duration, with a minimum of half a month on full pay and half a month on half pay.

Terms and Conditions for Contracted Workers

Contracted workers will mainly include consultants, individuals, firms and social workers working under MOSA.

Specific wages, hours and other provisions that apply to the project: The provisions of the labor code will be implemented as a minimum reference. The current statutory monthly minimum wage was set in 2012 and is equal to LBP 675,000 (approximately USD 442,39), as determined by Decree 7426/2012.

Maximum number of hours that can be worked on the project: The project will commit to the provisions of the Labor Code and accordingly allow a maximum working hours per day that are 8 hours or 48 hours per week.

Provisions on termination: Workers will receive written notice of termination of employment and details of severance payments in a timely manner. All wages that have been earned, social security benefits, pension contributions and any other entitlements will be paid on or before termination of the working relationship directly to the project workers.

Annual leave: An employee is entitled to 15 days' annual leave on full pay after completing one year of employment. The employer may determine the timing of such annual leave based on work requirements.

Maternity leave: Female employees covered by social insurance are entitled to 10 weeks of maternity leave at 100% pay.

Rest per week: Employees must be granted a weekly rest which is not under 36 hours. Employees are also entitled to an unbroken rest of 9 hours every 24 hours, except in cases where work circumstances require otherwise. Where work exceeds 6 non-stop hours for men, and 5 non-stop hours for women, employees are entitled to a rest-time of at least 1 hour.

Sick leave, injuries and death: The employee is entitled to a sick leave based on a report from concerned medical authority. The Labor Code grants the employee the right to a yearly sick leave for sicknesses and accidents not related to the job, the duration of which is based on the employment duration, with a minimum of half a month on full pay and half a month on half pay.

9 GRIEVANCE MECHANISM

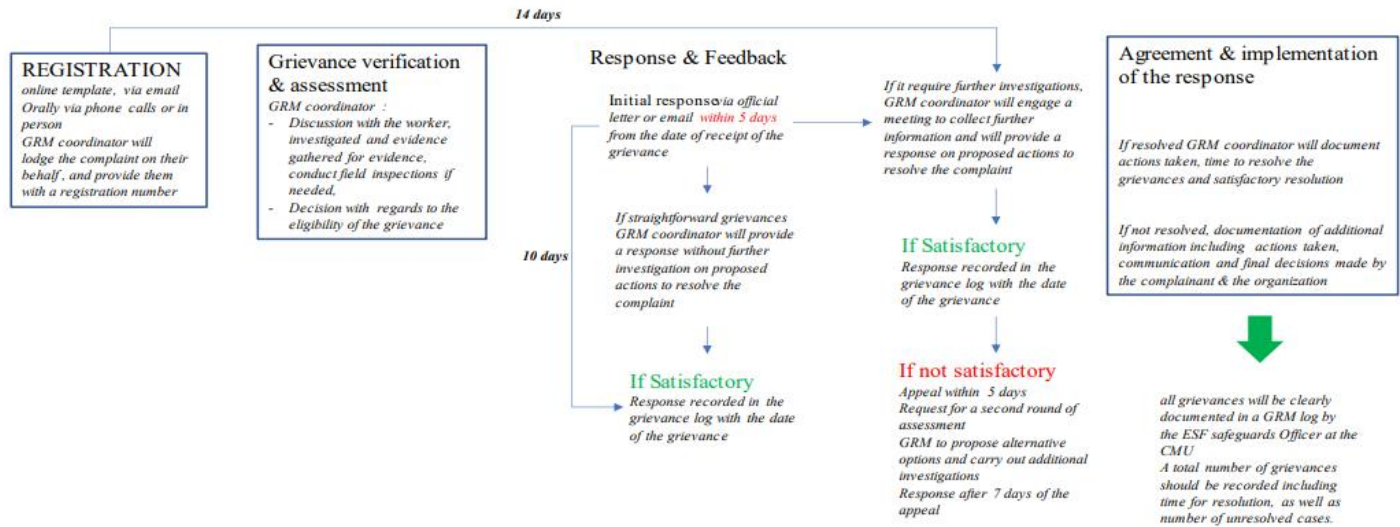
A well-communicated and easily accessible grievance mechanism will be provided for all Direct and Contracted Project Workers to raise workplace concerns related to recruitment process and/or working environment and conditions. Such workers will be informed of the grievance mechanism at the time of recruitment and the measures put in place to protect them against reprisal for its use. A GRM focal point at MOSA and MEHE will be responsible for managing direct workers' grievances respectively, and in the event of any complaints by the contracted workers under the project, they will report directly to the internal GRM established for the project. The ESF safeguards Specialist at the CMU will coordinate with all the organizations and stakeholders, compile and ensure follow up and monitoring of the grievances as well as other commitments as per the provision of the ESCP.

The workplace grievance mechanism will be designed to be easily understandable, clear, and transparent and to provide timely feedback. The policy of confidentiality and non-retribution will be reinforced, along with ability to raise anonymous grievances. The mechanism will include multiple communication channels dedicated for workplace complaints only, including but not limited to an email address/website link; phone number; and a physical address for handing the complaints and grievances in person. Workers will have the freedom to pick the one they are comfortable using. The workplace grievance mechanism will not impede access to other judicial or administrative remedies that are available under the law or through existing arbitration procedures, or substitute for grievance mechanisms provided through collective agreements.

The CMU at PCM will be responsible to set up this workplace GM. Adequate resources should be allocated for the workers GM to function effectively. The mandate for the GM, institutional arrangements, procedure for receiving complaints, time limits for redressal of complaints and escalation level for unresolved cases and resolution will be finalized with the start of project implementation. The workplace GM will also be

responsible for tracking and resolving workers grievances and maintain records about grievances/complaints received, recommendations and resolutions made and notice of resolution of grievance to the complainant. In addition, the GM will be sensitive to complaints related to SEA/H grievances and ensure implementation of the necessary referral pathways. In the event of the any SEA/H related concerns, the requirements for incident reporting as per Clause B of the Environmental and Social Commitment Plan (ESCP)⁵ will be adhered to.

Within the context of COVID-19, the nature of complaints will be particularly time-sensitive and sensitive in terms of confidentiality. Hence, the GM should consider streamlined procedures to address specific worker grievances, which would allow workers to quickly report labor issues, lack of proper procedures or unreasonable overtime, and allow the workers to freely report, respond and take necessary actions. All grievances will be clearly documented in a GM log.



Procedures

Workers will be encouraged to discuss their grievances and complaints informally with their direct managers. In cases where the direct manager is related to the subject of the complaint, the employee may choose to directly submit a formal grievance. For all cases where employees decide to submit a formal grievance, the following provide details about the step-by-step procedures they will be using:

1- Receipt, Acknowledgment and Registration

- The worker will submit the grievance through one of the dedicated channels.
- The worker will be requested to use to the extent possible a grievance template which will be shared with all workers in hard/soft copies /available to download from the website.
- If the worker wishes to submit the grievance orally via phone or in person, the GM coordinator will lodge the complaint on their behalf, and it will be processed through the same channels.

Labor Management Procedures

- Under request of the person submitting the complaint, grievances can be lodged anonymously. This option shall be made clear to the complainant in the Grievance template and/or in cases of oral submissions.
- In case of anonymity opt-out, the worker will provide contact details or any other suitable means for him/her to be updated on the status of their complaints/grievances.
- All received grievances shall be logged into the workplace grievance log.
- In all cases, the GM coordinator should provide timely communication with the complainants, informing them that their grievance has been received, will be logged and reviewed for eligibility and provide them with the registration number. Clear and announced standards for the timeframe of the response should be established, announced and adhered to.

2- Grievance Verification and Assessment

- In order to verify the grievance, it should be discussed with the worker, investigated and evidence gathered to the extent possible. This should include field inspections if needed in order to conduct interviews and gather information about the incident or the case.
- The GRM coordinator will need to make a decision with regards to the eligibility of the grievance or whether it should be escalated.

3- Response and Feedback

- As an initial response, the complainant will be informed with the eligibility results as well as all the steps being taken to address his concerns. This initial response shall be provided via a formal letter; an email; or a phone call within 5 working days from the date of receipt of the grievance.
- For eligible and straightforward grievances, the GM coordinator will provide a response without further investigation within 10 days from the initial date of receipt of the grievance, where actions are proposed to resolve the complaint and agreement on the response is sought with the complainant.
- For eligible grievances that require further assessment, the GM coordinator will further engage with the complainant via a phone call or a formal meeting in order to collect further information. Based on this, they will provide within 14 days from the initial date of receipt of the grievance, where actions are proposed to resolve the complaint and agreement on the response is sought with the complainant.
- In all the above mentioned scenarios, the response should include a clear explanation of the proposed response including any alternative options, while clarifying to the extent possible the rights of the complainant, and the choices he has including: 1- to agree to proceed; 2- request for a second round of assessment; 3- to consider any other organizational, judicial or non-judicial possibilities.
- In case the grievance feedback is satisfactory to the complainant, the response should be implemented and recorded in the grievance log with the date of grievance resolution.

- In case the grievance feedback is not satisfactory to the complainant, he/she has the right to appeal within 5 working days. In such case, a second tier should be initiated where the GM coordinator will attempt to propose alternative options and carry out additional investigation in order to meet the concerns of the complainant, and other stakeholders. The complainant will be invited to attend an appeal meeting or to discuss the appeal over a pre-scheduled phone call, during the first three days following the appeal. It will be preferred that a more senior staff attend/discuss the appeal with the employee. Where needed, a grievance committee might be established representing different sectors as relevant to the complaint, in addition to worker representative(s) (upon the complainant consent) in order to help achieve a transparent process.
- The GM coordinator should send their response within 7 days from the date of the appeal. The second-tier response should also include a clear explanation of the proposed response including all alternative options and the choices the complainant has as described above.

4- Agreement and Implementation of the Response

- If the grievance has been resolved, the GM coordinator will document the actions taken, time it took to resolve the grievance and satisfactory resolution.
- If the grievance has not been resolved, the GM coordinator should document additional information including actions taken, communication with the complainant, and the final decisions made by the complainant and the organization with regards to any other alternatives.
- In general, confidentiality should be maintained in GM documentation, if the complainant has requested so.
- In all cases, the total number of grievances should be recorded including time it took to resolve them, as well as the number of unresolved cases.

GBV related procedures: About 50% of the direct workers and about 80% of the contracted workers are anticipated to be women. Workers shall ensure adherence to Codes of conduct (CoC). The CoC commits all contracted workers to acceptable standards of behavior. The CoC will be developed before the workers are hired. The CoC will include sanctions for non-compliance, including non-compliance with specific policies related to gender-based violence, sexual exploitation and sexual harassment (e.g., termination). The CoC will be written in plain and culturally appropriate language and signed by each worker to indicate that they have:

- Received a copy of the CoC as part of their contract;
- CoC has been explained to them as part of the induction process;
- Acknowledged that adherence to CoC is a mandatory condition of employment;

Understood that violations of the CoC can result in serious consequences, up to and including dismissal, or referral to legal authorities.

Handling grievances related to GBV: To avoid the risk of stigmatization, exacerbation of the mental/psychological harm and potential reprisal, the grievance mechanism will have a different and sensitive approach to GBV related cases. Where such a case is reported, it will immediately be referred to the appropriate service providers, such as medical and psychological support, emergency accommodation,

and any other necessary services. Data on GBV cases will be handled confidentially and follow the victim centered approach.

10 CONTRACTOR MANAGEMENT

The contractors will be selected based on both minimum technical specifications and financial offers. The technical specifications will ensure that they shall have in place labor management procedures that will allow them to operate in accordance with the requirements of ESS2.

Requirements of ESS2 will be incorporated into contractual agreements with all contractors and subcontractors and procedures will be put in place to manage and monitor the performance of contractors. The contractual agreements will include non-compliance remedies (i.e., sanction clause) for possible noncompliance with E&S provisions by the contractor. It is worth noting that the contractor bidding documents will follow the World Bank's standard bidding documents which disqualify contractors for failing to comply with Gender Based Violence (GBV)/SEAH related obligations. COVID-19 specific measures shall also be incorporated into contractual agreements, including but not limited to:

- Provision of medical insurance covering treatment for COVID-19, sick pay leave for workers who either contract the virus or are required to self-isolate due to close contact with infected workers and payment in the event of death
- Inspections /spot checks of project location/ work sites
- Specific procedures relating to the workplace and the conduct of the work (e.g. creating at least 6 feet between workers by staging/staggering work, limiting the number of workers present)
- Specific procedures and measures dealing with specific risks. For example, for health care contractors: infection prevention and control (IPC) strategies, health workers exposure risk assessment and management, developing an emergency response plan, per WHO Guidelines
- Appointing a COVID-19 focal point with responsibility for monitoring and reporting on COVID-19 issues, and liaising with other relevant parties
- Including contractual provisions and procedures for managing and monitoring the performance of contractors, in light of changes in circumstances prompted by COVID-19
- Labor management records and reports compiled by the contractor such as: Representative samples of employment contracts and signed code of conduct; -Grievances log and their resolution; - Accidents and incidents record and implementation of corrective actions; and - Training record provided for contracted workers.
- Provisioning of the necessary personal protective equipment to the workers.