



Palestinian Water Authority

Water Security and Resilience Program (WSRP)-
Phase 1 (WSRP-1) P176025

Labor Management Procedure (LMP)

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List of Abbreviation

CERC	Contingent Emergency Response Component
CoC	Code of Conduct
EHSG	Environmental, Health and Safety Guidelines
E&S	Environmental and Social
ESHS	Environmental Social Health and Safety
ESCP	Environmental and Social Commitment Plan
ESF	Environmental and Social Framework
ESIA	Environmental and Social Impact Assessment
ESMF	Environmental and Social Management Framework
ESMP	Environmental and Social Management Plan
ESS	Environmental and Social Standard
GBV	Gender Based Violence
GIIP	Good International Industry Practice
GM	Grievance Mechanism
HRWWTP	Hebron Regional Wastewater Treatment Plant
ILO	International Labor Organization
LMP	Labor Management Procedures
NGOs	Non-Governmental Organizations
OHS	Occupational Health and Safety
PAP	Project Affected Person/Party
PCU	Program Coordination Unit
PLL	Palestinian Labor Law
PPE	Personal Protection Equipment
PWA	Palestinian Water Authority
SCADA	Supervisory Control And Data Acquisition
SDS	Safety Data Sheet
SEA	Sexual Exploitation and Abuse
SEP	Stakeholders Engagement Plan
SH	Sexual Harassment
SoP	Series of Projects
SPD	Standard Procurement Documents
TBD	To Be Determined
WB	World Bank

Labor Management Procedure (LMP)-WSRP-1 Project

WHO	World Health Organization
WSRP	Water Security and Resilience Program

1. Introduction

This Labor Management Procedures (LMP) has been prepared for the Water Security and Resilience Project-Phase 1 (WSRP-1) which is the first in the planned Series of Projects (SoP) in the proposed Water Security and Resilience Program (WSRP), which will ensure compliance with Environmental and Social Standard on Labor and Working Conditions (ESS2) and Community Safety and Health (ESS4) of the World Bank's Environmental and Social Framework (ESF) and the national legislation and regulations of the Government of Palestine, with the same overall risk rating consistent with the scope of the anticipated labor requirements and operational arrangements. Accordingly, the purpose of this 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.

2. Overview of Project Workers

ESS2 categorizes the workers into direct workers, contracted workers, community workers and primary supply workers. This Labor Management Procedure (LMP) applies to all project workers as defined in ESS2 as follows:

Direct Workers: The project will be implemented and managed by the Palestinian Water Authority (PWA). PWA will have a Project Coordination Unit (PCU), and technical staff to ensure the day-to-day management of the WSRP-1 project, including all fiduciary, environmental, and social aspects, as well as monitoring and reporting. As part of the PCU, there will be a dedicated support from field engineers that are based on-site and who will be sharing the offices with the contractor. Field engineers, reporting to the director of the PCU, will be managing each sub-component to ensure the day-to-day management.

Direct workers include PCU staff and field engineers. Those are PWA employees either transferred or hired to work on the project.

Civil servants: The PWA's employees who are civil servant and will be working full time or part-time on this project but not formally transferred to the Project will be subject to the existing terms and conditions stated in their contracts. While ESS2 does not apply to such persons, the potential risks and impacts of the project to such persons should be assessed in accordance with ESS2, including any occupational and health and safety considerations.

Contracted Workers: Contracted workers including consultants for design and supervision of construction activities, and contracted workers, for construction work; include the contractors who in turn employ workers/laborers/workers that will be temporarily recruited such as the semi-skilled and unskilled staff for construction activities. Since several separate contracts will be awarded, each contractor might need engagement of sub-contractors. The sub-contractors' workforce will be also considered as contracted workers. The expected number of contracted workers will be determined later once the sub-projects are identified.

Community workers: Community workers will not be employed in relation to this Project.

Primary supply workers: Primary suppliers are likely to include suppliers of project materials such as construction materials used in construction activities (i.e. concrete, base coarse, stones, asphalt, tiles, aluminum, sand, wood, steel, electrical units, pumps, valves, manholes, and water pipelines), instrumentation, Supervisory Control and Data Acquisition (SCADA) system. Given the nature of the project, more than one supplier will be awarded. The following aspects of labor management

procedures will be applied to primary supply workers: forced labor, child labor, and sexual exploitation and abuse/sexual harassment (SEA/SH) and any other serious safety and/or security issues pertaining to their work environment. The expected number of primary supply workers will be determined later once the sub-projects will be identified.

Characteristics of Project Workers:

The employees/workers, either male or female (mainly the direct workers), will be engaged according to the work needs. Most of the workers will be semiskilled and skilled labors including manual laborers for electrical and mechanical installations, managers, engineers, and equipment operators.

For all the construction activities of the Project, the percentage of semi- skilled, skilled and unskilled workers is determined based on the type and sector of the project. Project workers shall also include (not limited to) women recruited as consultants, engineers, and Environmental and Social (E&S) specialists. The contractors' workers will be within the staff of the contractors and recruited, as needed, after contract signature and before the installation work starts.

Timing of Labor Requirements:

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

Table 1: Types of Labor on the Project

No.	Workers Category	Description of Activities	Estimated Number	Type of Employment	Timing
1. Direct Workers					
1.1	PWA employees (including PCU and field engineers) Consultants who are hired by PWA to perform services under the project.	<ul style="list-style-type: none"> Support PWA in project supervision, Monitoring, evaluation and reporting, and ensure compliance with the Environmental and Social instruments 	TBD upon sub-projects' identification This shall include: environmental and social staff, technical consultants, supervision consultants, auditors, etc.	<ul style="list-style-type: none"> Full time and part time National and International Skilled workers and professionals in various disciplines Males and females 	<p>Before Project commencement and during the Project implementation.</p> <p>Consultants will be recruited at the design stage</p>
2. Contracted Workers					
2.1	Personnel contracted by PCU/PWA, contractors and subcontractors under the project.	<ul style="list-style-type: none"> Site supervision, civil, electrical, mechanical, & Restoration works. Firm consultants 	TBD upon sub-projects' identification	<ul style="list-style-type: none"> Skilled Semi-skilled and unskilled Casual temporary based on project implementation period National and International Males and Females 	The contractors' workers will be within the staff of the contractors and recruited, as needed, after contract signature and before the installation work starts.
2. Primary Supply Workers					
2.1	Primary Supply Workers	Working with suppliers providing materials and equipment.	TBD upon sub-projects' identification.	<ul style="list-style-type: none"> Semi-skilled or unskilled Casual or fixed term National and International 	During the project implementation.

				• Males and Females	
3. Civil Servants, PWA Workers (only subject to protection of the workforce and Occupational Health and Safety (OHS) provisions)					
3.1	PCU/ PWA Employees	<ul style="list-style-type: none"> • Project management such as procurement and contract management, coordination, monitoring, evaluation, supervision and reporting. • Ensuring compliance with the Environmental and Social Commitment Plan (ESCP) and requirements and environmental and social instrument 	Including General Director, procurement manager, Technical Managers, civil engineers, assistants, financial specialist, etc.	<ul style="list-style-type: none"> • Full time and Part Time • National • Skilled workers and professionals in various disciplines • Males and females 	Entire Project Cycle

3. Assessment of Key Potential Labor Risks

3.1. Project Description

The Project Development Objective (PDO) is to improve the reliability and quality of water supply services in selected areas and to strengthen the operational performance of sector institutions in the Palestinian territories. To achieve these objectives, the project includes four components, including: The Project consists of four components: Project Components: The Project will consist of four components:

Component 1 - Improvement of Water and Wastewater Infrastructure and Service Management

Sub-Component 1.1 – Bulk Water Supply System in Jenin

Sub-component 1.2 – Northeast Villages Water Distribution System in the Jenin area

Sub-Component 1.3 – Hebron Wastewater Operation and maintenance

Component 2 - Improve performance of Water Sector Service Providers

Subcomponent 2.1: Strategic planning and sector reform

Subcomponent 2.2: Improve Financial and Operational Performance of the Service Providers

Subcomponent 2.3: Improve Social Accountability of Service Providers

Component 3 - Project Management and Monitoring

Component 4 - Contingent Emergency Response Component (CERC).

3.2. Potential Key Labor Risks during Construction of Project:

The key labor risks during the implementation of WSRP-1 sub-components include:

3.2.1. Occupational Health and Safety (OHS): OHS Risks during construction phase of subcomponent 1.1 and 1.2, and operation and maintenance of subcomponent 1.3, include potential risk of injury due to repetitive exposure to workplace accidents/injuries of the construction activities:

- Excavation hazards: fall of unprotected trench, or soil sliding, and collapse of the trench while working near or inside trench excavation.
- Machineries operation: trapped, entangled, or struck by machinery parts due to unexpected starting of equipment or unobvious movement during operations.
- lack/inappropriate use of Personal Protective Equipment (PPE).
- Traffic accidents: Transportation of material or movement of vehicles in-out or in-route due poorly trained or inexperienced vehicles drivers, poor road conditions or environmental conditions, circumstances have increased risk of accident with other vehicles, pedestrians, and equipment.
- Exposure to electric hazardous due to exposure to faulty electrical equipment, such as welding, loading and unloading of pipelines, pumping stations, operation and maintenance of Hebron wastewater treatment plant, etc.
- Exposure to noise and vibration generated from the different activities related to operating heavy equipment's, and machinery.
- Lifting of heavy objects
- Exposure to chemicals and biohazardous waste (sludge) during the operation of Hebron wastewater treatment plant.

Mitigation of these risks will require adequate training on OHS, waste disposal and management, use of personal protective equipment (PPE), safe transportation and use of machinery.

3.2.2. Gender-based Violence (GBV)/Sexual Exploitation and Abuse (SEA)/Sexual Harassment (SH): Based on the consultations with women's groups, community representatives and past experience of the PWA projects, WSRP-1 is assessed as **low** on GBV/SEA/SH risk. The Project will not require establishing labor camps or experience any labor influx or issues related to the presence of migrant workers. Most sub-component activities will be implemented employing small numbers of workers who will be employed locally and few internationally. Supervision during construction will also be managed by supervision Engineer and involve consultation with community members.

In order to mitigate against potential SEA/SH incidents and ensure a survivor centric approach, the project will, among other actions, ensure implementation of a Code of Conduct (CoC) for all project workers; training contractors and project workers on the CoC; sensitizing project workers on gender and SEA/SH issues; implementation of effective Grievance Mechanisms (GMs), for beneficiaries and workers, with requisite features to accept, process and address potential SEA/SH complaints (e.g. anonymity, referral features for support providers); and awareness raising and dissemination of information regarding the CoC and GMs during community and public consultation sessions. The project related SEA/SH risk will be examined again during preparation of sub-components as further details of the design and information from additional stakeholder consultations becomes available. Mitigation measures, proportionate to the level of risk, will be included in the site-specific E&S instruments.

Community Health and Safety: interactions between project workers and communities would increase the risk of exposure to COVID-19, especially if proper hygiene, safety precautions and social distancing measures are not adhered to. Therefore, activities that bring groups of people together must be avoided, unless necessary, and only then with precautions. In addition, communities may be

negatively impacted by project activities: noise, waste, traffic, excavation, storage and disposal and so forth. This may result in negative actions towards project operations such as road closures and the prevention of workers or suppliers from entering the worksite. It is imperative that PWA implement community health and safety measures to avoid and minimize the impacts of the project on communities. Training shall be conducted on biohazardous waste (sludge), and use of PPE. Trainings and mitigation measures will be implemented for security personnel.

3.2.3. Child Labor/forced labor: The deteriorating economic conditions present the risk that child and/or forced labor may be used in project activities. As the construction activities will involve dangerous work, persons under the age of 18 will not be employed by the project unless to perform light duties, and no child under the age of 15 will be employed (in accordance with the Palestinian Labor Law). Similarly, no child, forced, involuntary or unpaid labor will be used in any works activities directly associated with the project. Sub-components will be implemented by local workers; hence, a small number of foreign experts and highly skilled labor might also be involved. Ensuring that the terms and conditions for these workers are in accordance with the requirements of national law and in compliance of this LMP, in particular child and forced labor.

4. Brief Overview of Labor Legislation

4.1. Terms and Condition of Employment

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

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

1. General Provisions and Principles section: Makes work a right for each workable citizen;
2. Employment, Occupational Training and Guidance;
3. The Individual Work Contract section covers the various methods of agreement, the composition of the contract, its duration, expiration and termination;
4. Collective Labor Relations are summarized in the Labor Unions section;
5. Requirements and Conditions of Work section covers working hours and weekly holidays, leave, salaries and occupational safety and health;
6. Regulation of the Work of Minors (from 15 to 18 years old) which covers and prohibits child labor
7. Regulation of the Work of Women section;
8. The Labor Inspection section authorizes members of The Commission of Labor. Inspection to enter the workplace, make inquiries with employers and/or workers;
9. Work Injuries and Occupational Diseases;
10. Penalties and Conclusive Provisions;

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

- The Individual Work Contract

The individual work contract is an explicit or implicit written agreement, which had been concluded between an employer and a worker for a limited or unlimited period of time or for the accomplishment

of a certain work, in accordance with which the worker shall undertake to perform a work for the benefit of the employer and under his/her management and supervision, and in which the employer shall undertake to pay the wage agreed upon to the worker. The maximum duration of the limited period work contract concluded with the same employer shall not exceed two successive years, including the instances of renewing such contract.

- **Minimum Wages**

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

- **Payment Regularity**

According to Article (82) of the PLL:

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

- **Deductions from Payment of Wages**

According to Article (83) of the PLL:

1. With the exception of the following, no amounts may be deducted from the worker's wage:
 - a. In pursuance of a final judicial judgement.
 - b. For any loan due for the employer, provided that each deduction does not exceed (10%) of the related worker's basic wage.
 - c. The fines imposed upon the worker in pursuance to the provisions of this Law or the regulations issued according to it.
2. The total of deductions made under subparagraphs (b and c) in Paragraph (1) above may not exceed (15%) of the worker's basic wage.

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

- **Insurance and compensations**

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

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

- **Working Hours, Rest Periods and Weekly Holiday**

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

- **Leave**

According to *Articles (74) through (80) of the PLL*: An employee will have the right to enjoy paid leave for at least 14 days, sick leave of 14 days, sick leave of additional 14 days with half of salary/ wage, this is also in accordance with bylaw No. (10) of 2021. Leave does not include maternity leave which is 70 days. The worker shall have the right to a paid leave on religious and official holidays, which is not considered or counted as annual leaves. Employees have the right to enjoy paid national and religious holidays. Workers working according to limited period work contracts, including those working according to occasional work contracts or seasonal work contracts shall enjoy the same rights and be under the same obligations, which the workers working according to unlimited work contracts are subject to in the same work conditions, taking into consideration the special provisions related to the work for a limited, occasional and seasonal period.

- **Women**

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

The working woman who had spent a period of one hundred and eighty days at work prior to each delivery, she shall have the right to a paid maternity leave for a period of ten weeks, including at least six weeks after the delivery, knowing that this period has been amended to be 14 weeks and that every man who had a newborn would be given three days of a paid leave to help his wife as per decree No. 1 of the Palestinian Council of Ministers Session 149 dated March 1st, 2022. 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 breast-feeding mother shall be entitled to a period or periods for breast feeding during work hours, the total of which shall not be less than one hour per day for a period of one year from the date of delivery. The breastfeeding hour, mentioned above, shall

be counted as part of the daily working hours. According to the work interest, the working woman may obtain an unpaid leave to foster her child or accompany her husband.

- **Labor Dispute**

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

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

- **Termination of Contract**

According to Article (46) of the PLL:

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

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

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

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

The key gaps between ESS2 and the Palestinian National Labor Law include¹: The West Bank and Gaza, as designated occupied territories, are unable to be a member of the International Labor Organization (ILO), and as such they have not ratified any ILO Conventions. Not all labor laws are fully aligned with ESS2. Important areas for consideration relate to:

- **Forced labor:**

Forced, involuntary, bonded labor etc. are not addressed by the Palestinian Labor Law No. 7 of 2000. There is no specific provision in national legislation punishing the exaction of forced labor.

- **Discrimination**

Gender discrimination in the different aspects of the employment relationship, including in recruitment, promotion and terms and conditions of employment, is not expressly prohibited.

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

Discrimination on a number of personal characteristics is not expressly prohibited under the Labor Code, including race, political belief, language, sexual orientation or gender identity. Sexual harassment is not expressly prohibited by law.

- **Contracted and primary supply labor:**

National law does not contain specific requirements on the use of contracted labor or on the use of primary supply labor.

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

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

4.2. Occupational Health and Safety

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

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

- All potential risks to project workers' health and safety shall be identified by all parties who employ workers and develop and implement procedures to establish and maintain a safe working environment, including workplaces, machinery, equipment and processes under their control;
- For sub-component with anticipated substantial OHS risks (Sub-component 1.1, 1.2 and 1.3), the Environmental and Social Impact Assessment (ESIA)/Environmental and Social Management Plan (ESMP) and the Standard Procurement Documents (SPD) will entail requesting contractors to prepare a OHS plan for their correspondent contracts including risk assessment, mitigation measures, method statements, training, and system of monitoring and reporting in accordance with the World Bank (WB) EHSGs. COVID-19 risk assessment will be included in the Environmental Social Health and Safety (ESHS) plan with its mitigation measures.
- Appropriate protective measures will be provided to sub-component workers. These measures include provide proper OHS training for the workers, provide adequate personal protective equipment (PPE) ensuring adequate and free of charge supplies of PPE (particularly facemask, gowns, gloves, hand washing soap and sanitizer) at no cost to the Project workers;
- Contractors shall assign health and safety officer at construction sites; Supervision Engineer will also assign health and safety specialist for each sub-component under component 1.
- Project workers will receive ESHS training at the beginning of their employment, relevant to the work sector and associate to their daily works, including identification of work hazards and preventive measures, the ability to stop work without imminent danger and respond to emergency situations. Training records will be kept on file. These records will include a description of the training, the number of hours of training provided, training attendance records, and results of evaluations;
- The contractor will develop and implement reporting system for any accidents, diseases, incidents and near misses. Every incident will be reported to the contractor, investigated and relevant

measures will be designed to avoid the incident in the future. Also remedies for adverse impacts such as occupational injuries, disabilities and diseases will be provided. The Palestinian Labor Law does not include provisions of contractor's GM for contracted workers, which may allow workers to communicate their complaints to the employer. As per the standard procurement document; the contractor will develop and implement GM through which workers are able communicate their complaints to the employer/contractor. The GM will include anonymous uptake channels as well as special channels for submitting and investigation GBV/SEA/SH related grievances. The GM is further discussed in this document (see chapter 8).

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

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

5.1. Terms and Conditions of Employment

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

These provisions will apply to contracted workers:

- All contracted workers will be provided with a contract with clear terms as per the Palestinian Labor law including information regarding their terms and conditions of employment including hours of work, wages, overtime, compensation and benefits, holidays, leaves, etc.
- List of contracted workers to be employed by the contractor/consultant, with evidence of employment including contract, will be submitted to PCU/PWA.
- As per the provisions of the employment, all workers employed by the contractor will be above 18 years of age unless to perform light duties, and no child under the age of 15 will be employed. Contracted workers will provide document evidence (passport or ID) confirming their age to the PCU/PWA.
- Maximum working hours for workers will be in accordance with Palestinian Labor Law.
- All workers will be made aware of the workers' GM (as specified under this LMP) available at the contractor's company, and will also be able to lodge complaints to the special referral pathways for grievances on GBV, SEA, SH.
- The use or support of child, forced or compulsory labor is prohibited under this project.
- Contractors and sub-contractors shall provide orientation session to their workers on the provisions of the CoC. All contracted workers shall sign the CoC (Template is provided in Annex I).

These provisions will apply to direct workers:

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

5.2. Occupational Health and Safety (OHS)

Obligations of the Employers:

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

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

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

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

Obligations of the Employees/Workers:

Employees/Workers are required to:

- Maintain safe practices at work to avoid danger to the safety and wellbeing of the workers, which may be caused by inattentiveness to safety and security measures;
- Assist the employer and co-workers in maintenance of measures designed to ensure health and safety in the work place;
- Regardless of specific exposure risks, it is always a good practice to perform the following:
 - Frequently wash the hands with soap and water for at least 20 seconds. When soap and running water are unavailable, an alcohol-based hand rub is used with at least 60% alcohol.
 - Avoid touching the eyes, nose, or mouth with unwashed hands.
 - Practice good respiratory etiquette, including covering coughs and sneezes.
 - Avoid close contact with people who are sick.
 - Stay home if sick and provide medical report.
 - Recognize personal risk factors. According to the World Health Organization (WHO), certain people, including older adults and those with underlying conditions such as heart or lung disease or diabetes, are at higher risk for developing more serious complications from COVID-19.
- Use safety equipment and protective gear as instructed in accordance with the training provided for use of such equipment and gear;
- Report to the employer any damage, loss of or destruction of protective gear or safety equipment;
- Inform the employer or his designated supervisor immediately of the occurrence of any incident which the employee believes may cause danger and which the employee is unable to resolve;
- Inform the employer or his designated supervisor of any accidents or damage sustained at work or related to work.
- Employees have the right to abstain from work where there is serious threat to health or life.

5.3. Age of Employment

In accordance with the Palestinian Labor Law No. 7 of 2000, article No. 93; and ESS2 requirements, a child under the age of 18 will not be employed or engaged in connection with the Project unless to perform light duties, and no child under the age of 15 will be employed. Moreover, according to ESS2 (paragraphs 18 and 19) a child over the minimum age and under the age of 18 may be employed or engaged in connection with the project only under the following specific conditions:

- a) The work does not fall within paragraph 19 of ESS2²;
- b) An appropriate risk assessment is conducted prior to the work commencement
- c) The PCU/PWA conduct regular monitoring of health, working conditions, hours of work and the other requirements of ESS2.
- d) The PCU/PWA will be required to verify and identify the age of all workers. This will require workers to provide official documentation, which could include a birth certificate or IDs. The PCU/PWA shall keep the records/documents which will be checked on their website.
- e) If underage workers are found working on the Project, measures will be taken to immediately terminate the employment or engagement of the child in a responsible manner. A regular review and checkup will be conducted by PCU/PWA to make sure that all points mentioned above are properly implemented.

6. Responsible Staff and Procedures

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

Table 2: Responsible Staff and Procedures

Entity	Responsible Personnel	Responsibilities
PCU/PWA	Environmental and Social Specialists	<ul style="list-style-type: none"> • Ensure LMP implementation to direct workers; • Provide quarterly and annual reports to the World Bank summarizing performance of implementing LMP. • Ensure that contractor(s) responsible for the construction work prepare their labor management procedures, in compliance with this LMP, and OHS plan/OHS mitigation measures identified in the ESMP and LMP. • Enforce implementation of OHS requirements to workers through integrating it in the Standard Bidding Document and issuing environmental and social penalties as indicated

² Examples of hazardous work activities prohibited for children include work: (a) with exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces; (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

		<p>in the project's Environmental and Social Management Framework (ESMF).</p> <ul style="list-style-type: none"> • Monitor and review reports relating to safety inspections, including fatalities and incidents and implementation of corrective actions; • Monitor implementation of the workers CoC • Deliver needed induction on ESHS training to employees and engineers • Review records relating to grievances received and their resolution
Supervision Engineer hired by PCU/PWA	Environmental and Social specialist of the Supervision Engineer	<ul style="list-style-type: none"> • Report regularly to PCU/PWA on progress of implementation the E&S instruments • Guide Contractors and review reports relating to safety inspections, including fatalities and incidents and implementation of corrective actions; • Ensure that the Contractors implement CoC training for his staff. • Deliver regular induction on ESHS training to employees and engineers including immediate and ongoing training on the procedures to all categories of workers on hazard risk assessments, preventative measures. • Ensure that all contractor and sub-contractor workers understand and sign the CoC prior to the initiation of the work; • Guide contractors and enforce remedy for possible non-compliance and violation of E&S provisions; • Assure records relating to grievances received have been handled and closed. • When applicable, applying penalties to the contractor in response to noncompliance of OHS measures or/and any mitigation measures incorporated in the ESMP and LMP. • Provide final report to PCU/PWA summarizing performance of implementing LMP.
Contractor	Project Manager/ Engineer or Occupational Health and Safety Officer ³	<ul style="list-style-type: none"> • The contractor is responsible for employing his workers, and to ensure that all labor measures taken at sites where sub-component activities are implemented. • Contractor is responsible to ensure that all sub-contractors and primary suppliers meet the requirements of the LMP relevant to them. • In compliance with the bidding documents, Contractors shall appoint qualified Project Manager/ Engineer to prepare and implement project-specific labor management procedures, and Occupational Health and Safety Officer proportionate to prepare and manage OHS plans/measures, and to manage subcontractor performance when applicable;

³ To be determined proportional to the OHS risk of sub-project

		<ul style="list-style-type: none"> • Where applicable, develop the OHS plans/implement proper measures as per the risk and hazards assessment which will apply to contracted and sub-contracted workers. The plans will be submitted to the Supervision Engineer for review and approval before the contractors mobilize for the construction phase; • Provide periodic reports on the performance of labor and working conditions and occupation health and safety performance. • Contractors will supervise their subcontractors' implementation of labor management procedures and OHS plan/measures including COVID-19 OHS measures as outlined in the Government of Palestine and WHO guideline; • Communicate clear job description and employment conditions to contracted workers. • Adhere to the CoC specified in the bidding documents and the signed contract. • Maintain records of recruitment and employment process of contracted workers and ensure that workers are not hired informally.
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7. Management of Contractors

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

The CoC shall be explained/oriented for each worker who will be requested to sign it. The CoC shall be written in Arabic and provisions related to SEA/SH will be incorporated into the bidding documents. The ESMF/LMP includes a sample of CoC that can be edited to be appropriate with the nature of the sub-component activities and locations as presented in Annex I.

Contractor should comply with OHS measures during implementation of the sub-component. A commitment letter which should be signed and followed by the contractor will be enclosed in bidding documents. The PCU/PWA will be responsible for enforcing compliance of contractor with the terms of the contract, including adherence to the ESMF and the other environmental and social instruments of sub-project. Further details on Contractors Management are provided in the project's ESMF.

8. Grievance Mechanisms (GMs)

PWA Grievance Mechanism

The existing GMs at PWA for the World Bank-financed projects including Water Security Development - Gaza Central Desalination Program, Wastewater Management Sustainability Project, and HRWWTP will be adapted and augmented, as required, and used for the WSRP-1 project and relevant details are included in the project Stakeholders Engagement Plan (SEP). The GM shall include special referral pathways for workers' grievances on GBV and SEA/SH with referral to the PWA's GM. The SEP is prepared, consulted on, cleared by the Bank, and publicly disclosed.

The GM addresses grievances in an efficient, timely and cost-effective manner, that arise in the Project, either due to actions by PWA or the contractor/sub-contractors employed by PWA, from affected communities and external stakeholders. A separate mechanism is developed to address worker grievances. The contractor will be responsible for grievances related to their workers. The Supervision Consultant will administer the GM process deciding whether they or the Contractor shall handle the grievances and determining the best course of action to resolve the grievance. The Supervision Consultant will support PWA to monitor grievance resolution being undertaken by the contractor.

For Hebron operation and maintenance sub-component, a GM was established for the Hebron Regional Wastewater Treatment Plant (HRWWTP) project and is functional. The existing GM shall be adapted and strengthened, as required, and used for the WSRP-1 project.

The project GM deals with the issues of land and other assets acquisition (e.g. amount of compensation, suitability of residual land plots, loss of access roads, loss of livelihood, etc.) as well as the losses and damages caused by construction works, and any direct or indirect environmental and social impacts. Therefore, the GM has to be in place soon after project effectiveness and shall function until the completion of all construction activities and throughout the project life cycle. Project Affected Persons/Parties (PAPs) and other potential complainants should be fully informed of the GM, its functions, procedures, timeline, and contact persons both verbally and through booklets and information brochures during consultations meetings and other stakeholder engagement activities. PWA will keep a log of the complaints at hand.

Complainants can seek redress from the judicial system at any time. The step-by-step process does not deter them from approaching the courts. All grievances related correspondence will be documented, and the grievance resolution process will be systematically tracked.

8.1. Grievance Mechanism Objective

The objective of a grievance procedure is to ensure that all comments and complaints from any project stakeholder are considered and addressed appropriately. The grievance procedure will be simple, accessible and should be administered at the local level. Grievance system is important to ensure that complaints are properly handled immediately and to ensure that information is transparently shared and that they are accountable to the hosting communities. A functioning GM is considered to be a good feedback mechanism from the PAPs and one tool of the citizen engagement. Grievances activities to be applied under the project will be handled all types of grievances.

8.2. Institutional Responsibility for Grievances

The main body responsible for handling grievances will be the Project Coordination Unit (PCU) at PWA. The Social Specialist working within PWA in cooperation with the Supervision Engineer/s and

contractor/s will address all grievances raised by community members. The main tasks related to grievances are:

- Raise awareness about channels and procedures of grievance redress mechanisms;
- Collect the grievances received through different communication channels;
- Document all received grievances ;
- Transfer the grievance to the responsible entity;
- Follow up on how the problem was addressed and solved ;
- Document, report and disseminate the outcome of received grievances ;
- Ensure that each legitimate complaint and grievance is satisfactorily resolved by the responsible entity;
- Monitoring grievance redress activities;
- The consultant presented the following figure during the public consultation sessions to clarify the grievance cycle (**Figure 8.1**) and illustrates how grievances are processed.

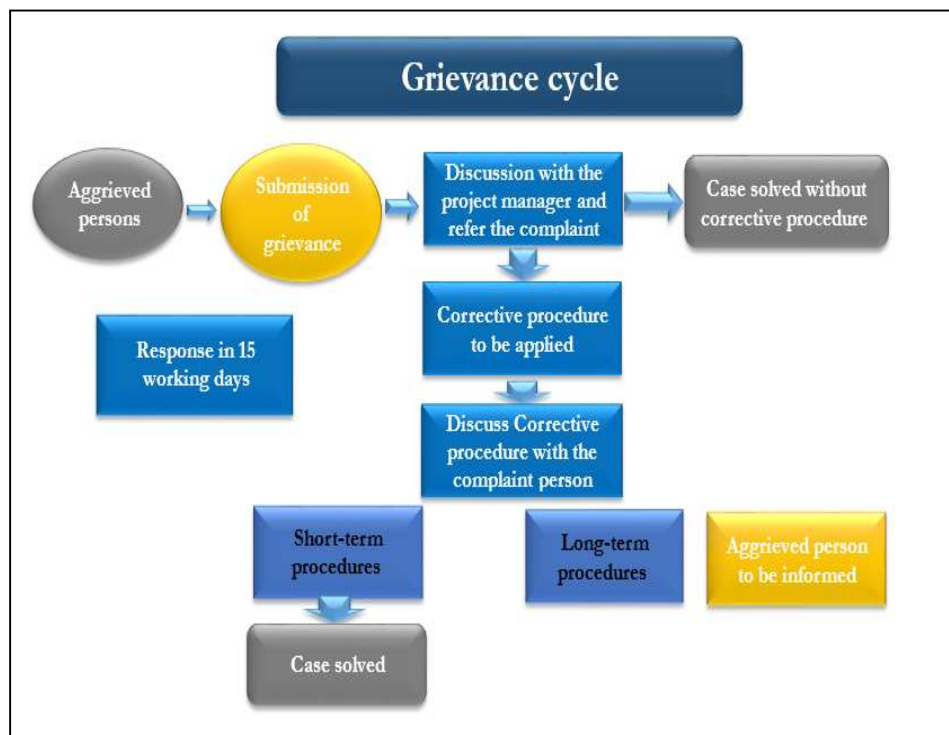


Figure 8.1: Grievance Cycle

The Grievance Mechanism (GM) is established at PWA to effectively handle grievances throughout the project's lifecycle, from the initiation of construction activities to completion, and even during the defect liability period.

The GM procedures encompass specific codes and protocols designed to address grievances related to Gender-Based Violence (GBV), Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH), as well as anonymous grievances. To respect anonymity, the system includes a dedicated process for reporting complaints anonymously, acknowledging that some individuals may prefer to remain unidentified when submitting grievances.

While PWA is responsible for managing the GM, it is expected that many grievances on the project will be related to the actions of the Contractor and, therefore, need to be resolved by them. PWA,

with the support of the Supervising Engineer, will administer the GM process and determine whether they or the Contractor are responsible for addressing the grievances. The Supervision Engineer will assist PWA in monitoring the grievance resolution undertaken by the Contractor.

The Grievance Process will be overseen by the Social Specialist and allows for complaints related to the project's components and implementation to be submitted through various channels, including written forms, electronic submissions, telephone calls, and emails. The received grievances will be recorded in a Grievance Register for proper tracking. The process involves verifying the complaints, conducting field visits if required, and referring the issues to relevant departments. The complainant will be notified of the decision or solution, and the complaint will be closed accordingly. If the complainant is not satisfied, internal and external dispute resolution schemes will be available. Anonymous complaints and those related to gender-based violence will be addressed with special referral pathways, ensuring confidentiality. Periodic reports on the number and handling of complaints will be provided to the PWA and the World Bank

8.3. Workers' Grievance Mechanism

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

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

The Contractor shall have a GM for Contractor's personnel/workers, raise workplace concerns. The GM shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

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

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

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

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

The workers' GM system will include special pathways for the GBV complaints and grievances, including grievances on sexual harassment and sexual exploitation and abuse. Channels to accept and respond to GBV grievances, while ensuring high confidentiality, will be communicated to the project's affected parties during the consultation meetings and throughout project implementation. Training

will also be provided by a GBV expert for the PCU/PWA and the Supervision Engineer on detection of cases of gender- based violence and handling of inquiries, complaints and grievances related to GBV. Upon submission the contractor GM; The Supervision Engineer social specialist will be responsible for monitoring the implementation of the workers' GM and report to PCU.

PWA has its GM which allow employees to submit their complaints through. The GM allows the employees/workers to raise their complaints through a specific channel as detailed above.

World Bank Grievance Mechanism

Communities and individuals who believe that they are adversely affected by a project supported by the World Bank may also complaint directly to the Bank through the Bank's GM.

(<http://projects-beta.worldbank.org/en/projects-operations/products-and-services/grievance-redress-service>).

A complaint can be submitted to the Bank GM through the following channels:

- By email: grievances@worldbank.org
- By fax: +1.202.614.7313
- By mail: The World Bank, GM, MSN MC10-1018, 1818 H Street Northwest, Washington, DC 20433, USA.

8.4. PWA Contact Information

The point of contact regarding grievance management and the local stakeholder engagement activities is:

Description	Contact details
Agency:	PWA
To:	Rawan Iseed Institutional Development Manager
E-mail:	rawan_isseed@hotmail.com
Website:	http://www.pwa.ps/
Telephone:	02-2987665

Information on the Project and future stakeholder engagement programs will be available on the Project's website. Information can also be obtained from the Social Specialist. Quarterly E&S reports (as part of the progress report for the project) that document the implementation of the SEP will be disclosed on the Project website.

9. Code of Conduct and SEA/SH Measures

The safety measures, complaints, and SEA/SH measures is detailed in the CoC (Annex I). The CoC will be incorporated into the bidding documents in local language (Arabic) including provisions related to SEA/SH and sanctions. PCU will be ensured that the CoC is included in the bidding documents. The contractor will sign the CoC (Annex I) and will be made accountable for complying with it. An orientation for all workers will be required. The Project workers shall be informed within the training

to be provided to them by the PCU/PWA, about the workers' GM, and how and to whom they can address their complaints, in case they didn't get responses on their complaints from the contractors.

10. Community Workers

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

11. Primary Supply Workers

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

12. Annexes

Annex I: Code of Conduct (CoC)

Introduction:

The Code of Conduct is prepared by the PCU/ PWA 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 to be signed by each worker

مدونة قواعد السلوك وأخلاقيات العمل (نسخة خاصة بالعاملين)

الاسم	رقم الهوية	
الجنس	العمر	
اسم المشروع	مدة المشروع	

مقدمة

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

أولاً: المبادئ الأساسية لمدونة السلوك وأخلاقيات العمل

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

النزاهة والامانة : الإيمان بتعزيز التصرف بأمانة في جميع العلاقات مع التقيد الصارم بجميع القوانين المعمول بها ، احترام كرامة كل شخص والحفاظ على سلامتهم .

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

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

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

ثانياً: قواعد السلوك وأخلاقيات العمل

القسم الاول : الحقوق العامة

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

القسم الثاني: حماية حقوق النساء

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

القسم الثالث : حماية حقوق ذوي الاعاقات

- يلتزم اصحاب العمل بتهيئة البيئة الملائمة لاحتياجات ذوي الإحتياجات الخاصة وتوفير تسهيلات الحركة والتنقل في اماكن العمل.
- عدم التمييز بحق المعاقين والمعاقات في العمل، واحترام حقهم / هن في اختيار نوعية الاعمال التي تناسب قدراتهم /تهن، واهتمامتهم/هن واحتياجاتهم/هن.
- الإلتزام بتوفير خدمات ومرافق صحية مواءمة لاستخدامات ذوي الاعاقة الحركية في مواقع العمل.

القسم الرابع : الصحة والسلامة المهنية

- على العامل التقيد بتطبيق شروط واجراءات الصحة والسلامة العامة الصادرة عن وزارة الصحة الفلسطينية ، والالتزام بقواعد السلامة والصحة المهنية في العمل.

- على صاحب العمل تقديم الإسعافات الأولية اللازمة للعامل في حال الإصابة ونقله إلى أقرب مركز للعلاج.
- الإلتزام بإجراءات ومتطلبات السلامة والصحة العامة المتعلقة بكوفيد 19 بما فيها التباعد الجسدي واللبس الواقي وكل ما ينص عليه البروتوكول الصحي.

توقيع العامل

توقيع الجهة المشغلة

Annex II: Grievance Mechanism (GM) Manual

GM Manual & Complaint Form**مقدمة:**

يتوقع خلال فترة تنفيذ المشروع ورود شكاوى من المواطنين تتعلق بالآثار الناجمة عن تنفيذ المشروع. وحتى تتم معالجة الشكاوى حسب الأصول سيتم استقبال الشكاوى ومعالجتها من خلال الجهات المنفذة والمستفيدة من المشروع حيث يتم متابعة ومعالجة الشكاوى. وتشترط إجراءات البنك الدولي على الجهات المنفذة والمستفيدة من المشروع العمل بنظام للشكاوى وتوفير إجراءات للتنظيم بناء على نظام الشكاوى المعتمد، ويشمل ذلك الإفصاح عن إجراءات الشكاوى على المواقع الإلكترونية أو المعلن عنها أثناء فترة إعداد المشروع ويشمل ذلك إصدار بيانات حول الشكاوى ونوعها ونسبة الشكاوى التي تم معالجتها. ومن أجل أن يكون تقديم الشكاوى فعالاً، لا بد من اتباع إجراءات إدارية واضحة وسلسلة، بحيث تعمل على توفير الوقت والجهد الكافي، والانجاز الأمثل للشكاوى ابتداءً من استقبالها وانتهاءً بإنجازها وإغلاقها بشكل نهائي. وعليه فإن الإجراءات التالية توضح آلية تقديم الشكاوى مع ضرورة أن تقرر الشكاوى بنماذج واضحة.

تعريفات:

- **الشكاوى:** مستند خطي أو إلكتروني يقدم من المشتكي أو وكيله شأنه الإبلاغ عن تصرف أو سلوك خاطئ أو تقصير في أداء خدمة أو في طريقة تأديتها أو الامتناع عن أدائها أو اتخاذ إجراء كان من المفترض القيام به، أو بشأن أي شكل من أشكال التمييز أو مخالفة للتشريعات السارية.
- **مقدم الشكاوى:** هو كل شخص طبيعي أو وكيله أو وصيه أو وليه وكل شخص معنوي أو وكيله تقدم بشكاوى بشأن ضرر قد لحق به بسبب تنفيذ إحدى مكونات المشروع أو آليات تنفيذه أو نتائجها.
- **جهة استقبال الشكاوى:** هي الجهات المنفذة أو المستفيدة حسب ما يتم تحديده في نظام الشكاوى المعلن عنه.
- **المشروع:** هو مشروع برنامج تطوير الأمن المائي والصمود (WSRP-1)
- **وحدة الشكاوى:** وحدة الشكاوى أو من يمثلها حسب ما يتم تحديده في نظام الشكاوى المعلن عنه.

إجراءات استقبال ومعالجة الشكاوى:

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

1- تقديم الشكاوى

- أ. يجب أن يكون موضوع الشكاوى متعلق بمكونات المشروع والآليات تنفيذه، و/ أو أن يكون قد لحق بالمشتكي ضرراً نتج عن تنفيذ المشروع أو إحدى مكوناته.
- ب. يحق للمشتكي تقديم الشكاوى إلى إحدى الجهات المخولة لاستقبال شكاوى المشروع حسب ما يحدده النظام المعلن عنه.

2- طرق استقبال الشكاوى

- أ. يمكن للمشتكي التقدم بالشكاوى من خلال:
 - الحضور الشخصي وتعبئة نموذج الشكاوى لدى الجهة المخولة لاستقبال الشكاوى وذلك حسب الاجراء المعمول به. ينصح في حال تفشي العدوى بسبب وباء كورونا Covid-19 أو غيرها تقديم الشكاوى من خلال نافذة الشكاوى الإلكترونية أو من خلال الاتصال الهاتفي.
 - تقديم الشكاوى من خلال نافذة الشكاوى على الموقع الإلكتروني للجهات المعنية حسب ما يتم تحديده في نظام الشكاوى.
 - الاتصال على الرقم الهاتفي المخصص لتقديم الشكاوى.
 - إرسال الشكاوى الخطية عبر الفاكس إلى وحدة الشكاوى
 - عبر الموقع الإلكتروني للجهات المعنية حسب ما يتم تحديده في نظام الشكاوى المعلن عنه.

3- إجراءات تسجيل الشكاوى:

- يقوم المشتكي بتعبئة النموذج المعتمد خطياً وتوقيعه أو النموذج المعتمد إلكترونياً متضمناً كافة بياناته. كما يمكن للمشتكي تقديم شكوى خطية وإرسالها من خلال الفاكس.
- يقوم المشتكي بإرفاق أية وثائق مؤيدة للشكاوى إن وجدت.

- يقوم الموظف المختص باستقبال الشكاوى بالتأكد من صحة البيانات المقدمة ويقوم بتسليم المشتكي بطاقة مراجعة.
- تشمل بيانات تسجيل الشكاوى:
 - اسم المشروع
 - رقم تسجيل الشكاوى
 - تاريخ استلام الشكاوى
 - اسم مقدم الشكاوى
 - وصف لحديثات الشكاوى
 - مرفقات الشكاوى
 - المراسلات التي تمت بخصوص الشكاوى
- في حال رغبة المشتكي عدم الإبلاغ عن اسمه يتم تسجيل الشكاوى وإبلاغ المشتكي بالاتصال بعد الفترة المحددة لمتابعة إجراءات حل الشكاوى وللإطلاع على الحل.
- في حال كان موضوع الشكاوى متعلق بالعنف القائم على النوع الاجتماعي او بالتحرش الجنسي، يتم التعامل مع الشكاوى بسرية كاملة، وتحويل الشكاوى للمعالجة بطرق خاصة ووضع إجراءات متفق عليها مسبقا للتحقق من الشكاوى.

4- قبول أو رفض الشكاوى ومتابعتها:

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

5- إحالة الشكاوى الى جهات الاختصاص:

- تعمل الدائرة المختصة التي احيلت اليها الشكاوى بمتابعة الشكاوى والرد عليها خلال أسبوعين كحد أقصى من تاريخ قبولها خطياً او هاتفياً.
- تتم معالجة الشكاوى بالتوافق مع المعايير البيئية والاجتماعية المعتمدة في خطة الإدارة البيئية والاجتماعية للمشروع والمتبعة عند تنفيذ المشاريع الممولة من قبل البنك الدولي.
- في حال تقدم المشتكي بشكواه الى وحدة الشكاوى في سلطة المياه يتم عمل التالي:
- تقوم وحدة الشكاوى في سلطة المياه بإحالة الشكاوى إلى مدير المشروع للنظر بالشكاوى وتحويلها الى الجهة المختصة لقبولها أو رفضها، ثم متابعتها والرد عليها خلال أسبوعين كحد أقصى من تاريخ قبولها.
- في حال عدم استلام الرد بعد مضي المدة المذكورة أعلاه، يتم إعادة المخاطبة برسالة تذكير للجهة المعنية وإخطارها بوجوب الرد خلال مدة أقصاها ثلاثة أيام من تاريخ استلام المخاطبة.
- تقوم وحدة الشكاوى بإعلام المشتكي خطياً أو إلكترونياً بالرد.

6- الشكاوى المتعثرة

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

7- حفظ الشكاوى

- تقوم الجهة المخولة باستقبال الشكاوى بإدخال بيانات المشتكي ومحتوى الشكاوى وإجراءات متابعتها والرد عليها على النظام المحوسب المخصص لذلك وتوثيق نسخة منها في ملف المشروع.
- تقوم سلطة المياه في حال استقبالها للشكاوى الخاصة بالمشروع بتحويلها الى وحدة تنفيذ المشاريع والتي تقوم بإحالتها إلى الجهة المختصة وحفظها في ملف المشروع.

8- آليات إضافية لتقديم الشكاوى

- في حال عدم قبول المشتكي برد الشكاوى يتم إعلام المشتكي بإمكانية توجيه شكواه إلى رئيس سلطة المياه بشكل مباشر.
- في حال عدم قبول المشتكي بالرد المقدم من قبل رئيس سلطة المياه يتم إعلام المشتكي بإمكانية توجيه شكواه الى الادارة العامة للشكاوى في الأمانة العامة لمجلس الوزراء أو الى أي جهة مختصة أخرى بما فيها القضاء.

9- إغلاق الشكاوى:

تغلق الشكاوى في احدى الحالات التالية:

- بعد إعلام المشتكى بالرد وحل الشكاوى.
- طلب المشتكى إغلاق الشكاوى أو وقف متابعتها.
- إذا تم التوصل الى حل ودي للشكاوى.
- إذا اعتبرت الشكاوى كيدية.

10- يتم رفع تقارير بالشكاوى على النحو الاتي:

- تقارير شهرية والتي يقوم بإعدادها وحدة تنفيذ المشروع ورفعها لوحدة تنسيق المشروع في سلطة المياه.
- تقارير حول الشكاوى ضمن التقارير الربع سنوية أو السنوية للمشروع والتي ترفعها سلطة المياه إلى الجهات المانحة.

ملاحق

الملحق رقم (1): نماذج مقترحة للشكاوى

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

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

الملحق رقم (2): الأدوار والمسؤوليات

- 1- دور سلطة المياه في استقبال ومتابعة الشكاوى
 - استقبال الشكاوى من المواطنين.
 - تسجيل الشكاوى وتحويلها الى وحدة تنفيذ المشروع لمتابعتها.
 - حفظ نسخة من الشكاوى متضمنة الرد وأي اجراء اضافي تم اتخاذه لحفظه في ملف المشروع لدى وحدة المشاريع.
 - 2- دور طاقم المشروع في عملية متابعة الشكاوى ذات العلاقة بالمشروع
 - التأكد من وصول الشكاوى لوحدة تنفيذ المشروع الممثلة لسلطة المياه وتسجيلها حسب الأدلة والأنظمة.
 - المتابعة والرقابة على معالجة الشكاوى المقدمة ومدى رضى المواطن على الرد.
 - التأكد من متابعة ومعالجة الشكاوى ضمن الفترات الزمنية المنصوص عليها في هذا الدليل.
 - التأكد من توثيق نسخة عن الشكاوى في ملف المشروع.
 - تضمين تقرير الشكاوى ضمن التقارير الشهرية والربع سنوية متضمنة جدول الشكاوى .
- ملاحظة: يكون هذا الدليل قابل للتعديل حسب المستجدات وطبيعة الشكاوى محل الدراسة وضمن حدود صلاحيات واختصاصات الجهة المختصة.

Complaint Form

نموذج تقديم شكاوى

جهة استقبال الشكاوى:	المشروع:
التاريخ:	رقم الشكاوى:

طلب تقديم شكوى

القسم الأول: حول المشتكي/ة

اسم مقدم/ة الشكوى:
هوية رقم:

القسم الثاني: حول الشكوى

موضوع الشكوى:

وقائع الشكوى:

الجهة المقدم بحققها الشكوى:

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

القسم الثالث: مرفقات الشكوى (وثائق ومستندات)

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

وعليه أوقع

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

القسم الرابع: (خاص لاستخدام مسؤول الشكاوى)

التوصية حول الشكوى:

في حال رفض الشكوى، مبررات رفض الشكوى:

.....

.....

.....

التاريخ:

مسؤول مراجعة الشكوى:
التوقيع: