

**LEBANON: GREEN AGRI-FOOD TRANSFORMATION FOR  
ECONOMIC RECOVERY (GATE)  
(P180334)**

**Draft**

**LABOR MANAGEMENT PROCEDURES**

**Beirut**

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## LIST OF ACRONYMS

CEACR	Committee of Experts on the Application of Conventions and Recommendations
CoC	Code of Conduct
E&S	Environment and Social
ESCP	Environmental and Social Commitment Plan
ESMF	Environmental and Social Management Framework
GBV	Gender-Based Violence
GM	Grievance Mechanism
ILO	International Labor Organization
IPC	Infection, Prevention and Control
LBP	Lebanese Pounds
LC	Labor Code
LMP	Labor Management Procedures
MOE	Ministry of Environment
MSW	Municipal Solid Waste
OSH	Occupational Safety and Health
PCU	Project Coordination Unit
SEA	Sexual Exploitation and Abuse
SEAH	Sexual Exploitation, Abuse and Harassment
SEP	Stakeholder Engagement Plan
SGBV	Sexual and Gender-Based Violence
SH	Sexual Harassment
SIA	Social Impact Assessment

SSL	Social Security Law
USD	US Dollars
WB	World Bank
WHO	World Health Organization

## 1. PROJECT DESCRIPTION

The project comprises the following components. For a more detailed description of the project components, refer to the Environmental and Social Management Framework (ESMF):

### **Component 1: Climate Smart Investments in Agri-food Value Chains (US\$ 74 million)**

The objective of this component is to provide access to finance to strengthen the resilience and improve the competitiveness of agri-food value chains. The component would promote climate smart practices, creating higher value addition, improving links between farmers, agribusinesses and markets, and unlocking diversification opportunities through agri-tourism. The project would finance activities specifically designed to benefit women and will seek to contribute in reducing some of the gender gaps identified in terms of access to finance, inputs, markets, technical capacity building activities, improved confidence and negotiation skills as well as addressing social norms through carefully designed behaviorally-informed outreach campaign, also targeting men. This component is divided into 2 subcomponents: Subcomponent 1.1 Development of climate smart value chains through improved aggregations and Subcomponent 1.2 Support to Agrifood and Agritourism MSMEs. Sub-Component 1.1 will be implemented through MoA's technical leadership while CDR would delegate the implementation of sub-component 1.2 to Kafalat through a subsidiary agreement. Under subcomponent 1.2, the project will provide *reimbursable grants to MFIs*. The reimbursable grants will allow select MFIs to pilot new financing products focused on low-income farmers and micro businesses operating in agrifood value chain, based on market needs and demand. The funds will allow the deployment of around 6500 new microloans with an estimated average of US\$1700. It will also support small scale farmers to adopt climate smart practices to raise their production capacity and income. Moreover, the grants will help sustain the capacity of MFIs by helping them generate revenues during the project life. Through an ongoing WB funded project Building Beirut Businesses Back and Better (B5) Fund, three MFIs (Al Majmoua, Vitas, Ibdaa) were recently assessed by a specialized third party according to a methodology approved by the World Bank and were found to operate under good practice and were eligible to receive grants to cover part of their operational expenses over an 18 month period. The assessment focused on their institutional, financial, and social performance.

### **Component 2. Climate-Smart Infrastructure and Services for Agri-food Development (US\$ 100 million)**

**The objective of this component is to restore service delivery, build operational capacity and ensure the sustainability of public infrastructure underpinning the agri-food sector across necessary scales.** It will be structured across two sub-components: Sub-component 2.1 Strengthening Rural Community Infrastructure; Sub-component, and 2.2 Restoring Access to Improved Services and Infrastructure Assets Underpinning Agriculture. Sub-Component 2.1 will be implemented by Green Plan while CDR will be responsible for the implementation of Sub-component 2.2.

**The component would finance resilient investment in public rural infrastructure development and public services, deemed essential to enhancing competitiveness and sustainability of the agri-food sector.** These would include the following types of investment: (i) rehabilitation and modernization of public irrigation infrastructure including small community-/farmer-led irrigation developments (FLID) as well as larger agency-managed public irrigation infrastructure; (ii) construction and rehabilitation of rural feeder roads; (iii) development of local agricultural markets; (iv) optimizing the operation of existing wastewater (WW) treatment systems (including sludge management and WW re-use for agriculture); (v) optimizing the operation of existing solid waste (SW) management systems, including composting and

biogas production from manure to reduce soil and water pollution.

**The component will generate large indirect benefits for host communities and displaced populations through several channels.** Firstly, food production will likely increase, leading to greater availability and accessibility of food for host communities and displaced populations alike. Secondly, enhanced agricultural infrastructure will contribute to economic growth, leading to employment opportunities for both skilled and unskilled. Thirdly, restoring basic infrastructure will also ensure that host communities and displaced population have access to clean water, sanitation, and waste management services, critical for well-being and public health. Finally, investments in local infrastructure can help foster social cohesion between host communities and displaced population by working together on shared objectives and benefiting from improved infrastructure, reducing tensions and promoting social integration.

### **Component 3: Improving the Enabling Environment and Restoring Support Services for Agri-food Development (US\$ 30 million)**

The objective of this component is to restore and strengthen the capacity of sector institutions to support the agri-food sector transformation. The sub-components would be implemented by CDR PCU under the technical leadership of with the Ministry of Agriculture and Ministry of Industry (Sub-component 3.1 and 3.2) and the Ministry of Economy and Trade (Sub-component 3.3) who will provide the technical leadership for selected activities.

### **Component 4: Project and Knowledge Management (US\$ 8 million)**

This component would support the coordination and management of the implementation of the project. It would finance the overall project management, including the following aspects: (i) project management and coordination among different actors and stakeholders; (ii) monitoring and evaluation, including periodic beneficiary satisfaction surveys, and establishing a baseline, mid-term, and final survey six months before project completion (including gender and nationality disaggregated data); (iii) project environmental and social standards; (iv) gender specialist (to ensure activities are gender sensitive in their design and implementation as well as monitor results related to gender); (v) project fiduciary administration, internal controls, and audits; (vi) communication and information activities, and (vii) the establishment and maintenance of a grievance mechanism (GM) and a citizen's engagement mechanism. This component will also finance timely communication of results (e.g., publishing and disseminating project results, best practices, and success stories). This component will also finance a third-party monitoring (TPM) mechanism. It will also enhance coordination and knowledge sharing among stakeholders across government, private sector, local communities, and civil society (including to develop an action plan to combat child labor and a roadmap to improve social protection for farmers). The project would also recruit a Service Provider (NGO) specialized in child labor prevention and response and who will be responsible for supporting the project in preventing, mitigating, monitoring, and responding to such risks during implementation.

### **Component 5: CERC**

This component would have zero funding allocation at the onset and would only be triggered in emergency circumstances; the IPF would support the preparation of a procedure manual governing the CERC operations.

## 2. OVERVIEW OF LABOR USE ON THE PROJECT

### ***Number of Project Workers:***

The project will provide technical assistance, goods and works. The actual subprojects will be determined during implementation.

The total number of workers is not defined yet as the actual sub-projects have not been determined. It is worth noting that the current LMP is a living document; thus, additional information will be reflected in an updated version of this instrument submitted to the World Bank before the first bidding of the project works.

### ***Characteristics of Project Workers:***

The anticipated workers to be employed are likely to be international and national experts, skilled and unskilled local workers, and technical assistants. The recruitment shall follow fair treatment, non-discrimination, and equal opportunity of candidates and project workers. Given that the majority of Component 2 activities will revolve around construction of infrastructure, it can be assumed that there will be mostly unskilled and semiskilled construction local laborers and it is not expected that the number of female workers will be very high. It is estimated that women would represent up to 20 percent of the workforce, and those would likely be technical (engineering, planning, management) and/or staff working in the operation offices (maids, cooks, cleaners, etc.). Local workers will be given priority and this will be specified in contracts. In addition to the creation of local employment, labor influx and associated challenges would be reduced.

Some of the project activities might entail with hazardous works, such as construction works; hence the project must ensure through an age verification process that the minimum age of employment is 18 years. Based on experience, workers would likely be of average age of 20-40 years.

### ***Timing and Description of Labor Requirements:***

The proposed project is expected to be implemented at a national level with a focus on lagging rural regions following a cluster approach. The eligibility of beneficiaries and activities would be determined once subprojects are defined during project implementation based on clear criteria, including impact, ease of implementation, geographical sizing and scope, public goods content, the availability of adequate maintenance arrangements and technical complexity. The LMP will be updated and submitted to the Bank afterwards. In addition to enabling agricultural activities, many of these small-scale projects are labour-intensive and can contribute to job creation in rural areas through cash for work modalities.

The timeline of each component separately is yet to be determined. However, the project is to be implemented over a period of five (5) years.

#### **a) *Direct Workers:***

The overall Project implementation would be led by the Council for Development and Reconstruction (CDR) as Project Implementing Agency (PIA), through a Project Coordination Unit (PCU). Additionally, the project will use the services of qualified experts, technical assistants, and consultants mainly when

implementing the technical interventions and assessing the environmental and social impacts of the sub-projects during the implementation phase

**b) Contracted Workers:**

Contracting firms are likely to be engineering/environmental consulting companies and companies specialized in training, in addition to service providers/NGOs for awareness raising, prevention and mitigation on child labour. The estimated number of workers engaged in each location is not known yet since the sub-projects will be determined during project implementation. Different contracts will probably be established on the various components and sub-components, with varying numbers of workers. Project workers are likely to be engaged in the project through the contracting firms/structures. The total number of contracted workers for the project shall be estimated as sub-projects are defined.

**c) Primary Supply Workers**

The primary supply workers for the project will mainly include workers involved in the supply of services such as waste collection, private power supply, as well as supply of raw materials and supplies for SMEs, agricultural inputs to farmers, etc.

The types of workers to be engaged under each component are represented in the table below. Once the number of each of the identified project workers is determined, the LMP will be updated accordingly.

Table 0-1 Types and number of workers to be engaged under each component

Type of workers	Number of workers	
<b>Component 1: Climate Smart Investments in Agri-food Value Chains</b>		
<i>Sub-component 1.1: Climate Smart Support to smallholder farmers</i>		
	<i>Construction phase</i>	<i>Operation phase</i>
Direct workers: international and national experts	TBD	TBD
Direct workers: technical assistants	TBD	TBD
Contracted workers: skilled and unskilled local workers	TBD	TBD
Community workers	NA	NA
<b>Component 1: Climate Smart Investments in Agri-food Value Chains</b>		
<i>Sub-component 1.2: Support to Agri-food and Agri-tourism SMEs and Producer Associations</i>		
	<i>Construction phase</i>	<i>Operation phase</i>

Direct workers: international and national experts	NA	TBD
Direct workers: technical assistants	NA	TBD
Contracted workers: skilled and unskilled local workers	NA	TBD
Community workers	NA	NA
<b>Component 2. Climate-Smart Infrastructure and Services for Agri-food Development</b>		
<i>Subcomponent 2.1: Planning, design, and monitoring through a participatory approach</i>		
Direct workers: international and national experts	TBD	TBD
Direct workers: technical assistants	TBD	TBD
Contracted workers: skilled and unskilled local workers	TBD	TBD
Primary supply work	NA	NA
Community workers	NA	NA
<b>Component 2. Climate-Smart Infrastructure and Services for Agri-food Development</b>		
<i>Subcomponent 2.2: Investments in public infrastructure to support agricultural productivity</i>		
Direct workers: international and national experts	TBD	TBD
Direct workers: technical assistants	TBD	TBD
Contracted workers: skilled and unskilled local workers	TBD	TBD
Primary supply work	NA	NA
Community workers	NA	NA
<b>Component 3: Improving the Enabling Environment and Restoring Support Services for Agri-food Development</b>		
<i>Subcomponent 3.1: Improving access to climate-smart agriculture practices, data and knowledge</i>		

Direct workers: international and national experts	NA	TBD
Direct workers: technical assistants	NA	TBD
Contracted workers: skilled and unskilled local workers	NA	TBD
Primary supply work	NA	NA
Community workers	NA	NA
<b>Component 3: Improving the Enabling Environment and Restoring Support Services for Agri-food Development</b>		
<i>Subcomponent 3.2: Strengthening food safety</i>		
Direct workers: international and national experts	NA	TBD
Direct workers: technical assistants	NA	TBD
Contracted workers: skilled and unskilled local workers	NA	TBD
Primary supply work	NA	NA
Community workers	NA	NA
<b>Component 3: Improving the Enabling Environment and Restoring Support Services for Agri-food Development</b>		
<i>Subcomponent 3.3: Improving agri-food export promotion and marketing systems</i>		
Direct workers: international and national experts	NA	TBD
Direct workers: technical assistants	NA	TBD
Contracted workers: skilled and unskilled local workers	NA	TBD
Primary supply work	NA	NA
Community workers	NA	NA
<b>Component 4: Project and Knowledge Management</b>		

Direct workers: international and national experts	NA	TBD
Direct workers: technical assistants	NA	TBD
Community workers	NA	NA
<b>Component 5: Contingency Emergency Response Component (CERC)</b>		
Direct workers: international and national experts	NA	TBD
Direct workers: technical assistants	NA	TBD
Community workers	NA	NA

### 3. ASSESSMENT OF KEY POTENTIAL LABOR RISKS

***Project activities:***

The type and location of the project, and the different activities of the project workers will be defined when the sub-projects are determined.

***Key Labor Risks:***

The key labor risks which may be encountered by the project's direct workers, contracted workers or primary supply workers may include:

- Occupational Safety and Health (OSH) Risks: The proposed project includes the implementation of construction works that involve the use of heavy machinery, working at elevated heights, and other occupational health and safety risks related to working at waste management facilities and wastewater treatment stations.
- Child Labor: This risk could be as a result of breach of national legislation and international treaties that Lebanon is signatory of.
- Unfair and/or unclear contract terms and conditions including wages, overtime, compensation, benefits and working hours. All workers must have a written contract in place to prevent non-payment and disparity in wages.
- Discrimination and non-equal opportunities: The project will involve direct, contracted and primary supplier 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.).
- Gender-based violence (GBV) and Sexual Exploitation, Abuse and Harassment (SEAH): The project workers will include both men and women. There is potential risk of GBV/SEA 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 GM, or the presence of an inefficient and not properly designed GM for project workers.

#### 4. BRIEF OVERVIEW OF LABOR LEGISLATION: TERMS AND CONDITIONS

##### Terms and Conditions of Employment:

- Work contracts are regulated by Title I of the Labor Code (LC) of Lebanon dated 1946. A worker is defined as a person who is at least 13 years old, and works with an employer according to an individual or collective agreement (art. 2).
- The Labor Code 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:**

- 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 statutory monthly minimum wage was set in 2012 and is equal to LBP 675,000 (this used to be equivalent to approximately USD 442.39 at the previous exchange rate of LBP 1,507.5), as determined by Decree 7426/2012. The minimum daily wage is LBP 30,000 (approximately, which used to be equivalent to USD 1.4 at the previous exchange rate of LBP 1,507.5). This applies to both the public and private sectors. These were updated in 2022 as a result of the currency's devaluation upon the financial crisis. Decree 9129/2022 raised the wages as follows:
  - For salaries below LBP 4,000,000/month: an increase of LBP 1,325,000/month
  - For salaries exceeding LBP 4,000,000: the amount specified in agreements and collective negotiations in line with the ILO Convention number 131 as specified in Legislative Decree 70/1977.
  - For daily remunerations not exceeding LBP 182,000 LBP: an increase of LBP 61,000/day
  - For salaries exceeding LBP 4,000,000: the amount specified in agreements and collective negotiations in line with the ILO Convention number 131 as specified in Legislative Decree 70/1977.
- 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 are 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 OSH 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).
- 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, 2020a).

## 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, 2020b).
- 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 (SSL), 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 to.

***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 Conditions, which is also outlined in section 10 of this document.

## **5. BRIEF OVERVIEW OF LABOR LEGISLATION: OCCUPATIONAL HEALTH AND SAFETY**

### Occupational Health and Safety

Decree No.11802 of 2004 organizes occupational health and safety in all institutions subject to the labor law and provides the general regulations for occupational health and safety. The Decree provides the general regulations for the prevention of occupational hazards and accidents, and the promotion of health and safety in all industrial establishments subject to the Labor Law. These cover prevention and safety, occupational health, the safe use of chemicals at work, as well as occupational noise standards.

***Employers' duties and responsibilities to protect the health and safety of workers and others:***

- The Department of Labor Inspection, Protection and Safety of the Ministry of Labor is responsible for ensuring the application of legal provisions relating to the terms and conditions of employment, and the protection of workers at the workplace, in matters such as the hours of work, periods of rest, wages, safety, hygiene, health care, occupational diseases, occupational accidents, emergencies at work, the employment of young persons, and other responsibilities assigned to Labor Inspectors.
- The employer must install a safety fence at the following locations: round any flywheel in direct connection with the main engine, at the tip and extremities of any hydraulic wheel, round all electricity generators, round each part of transmission machine and around any dangerous part of machine.
- The employer shall take all the necessary measures of health protection in the workplace, especially in relation to safety, lighting, ventilation, aeration, drinking water, lavatories, evacuation of dust and smoke, accommodation of workers and hygiene measures to protect workers from pollution by pathological or biological factors.
- All workers shall undergo regular medical examinations during employment as determined by the applicable rules and regulations, and in particular pregnant women and mothers of children under two years of age.
- All workers involved in the use of chemicals shall undergo regular laboratory tests to evaluate the degree of their exposure to such substances and follow the development in their health condition.
- The employer shall check, on a regular basis, either personally or through specialists, that the machines, tools, and substances used by workers do not entail any risks to the health and safety of those who use them properly.

- The employer shall provide workers with the appropriate personal prevention and protection uniforms and gears, ensure their maintenance, and preserve them in good conditions for later use. This equipment is at the expense of the employer. Wearing the uniforms outside the workplace shall be prohibited.
- Employers shall require workers to use and preserve the personal protection devices put at their disposal.
- A kit or locker shall be provided comprising all necessary first aid products. The kit or locker shall be installed in a conspicuous location and its use shall be restricted to a person in charge of first aid administration. There shall be one kit for every 50 workers. The kit shall include:
  - One unexpired antiseptic or sterilizer.
  - Unexpired sterilized gauze of different sizes.
  - An unexpired burn balm.
  - Medical bandages of different sizes and one elastic tourniquet to stop bleeding.
  - Various splints (metal or wooden pieces) to stabilize fractures and torsions.
- Sufficient and appropriate sanitary utilities shall be provided for workers working in the enterprise; they shall be kept clean and equipped with lighting. There are further details provided concerning the characteristics of sanitary installations.
- Drinking water shall be provided from sources placed in appropriate locations and easily accessible to everyone at the workplace.

***Employers' duty to organize prevention formally along generally accepted OHS management principles and practices:***

- Establishments subject to the Labor Code with 20 workers or more shall have an occupational physician. The occupational physician shall take on the role of the OHS officer and shall ensure that precautionary measures are adopted, and that conditions for occupational health and safety are guaranteed.
- In relation to specific hazards, the employer shall keep records about sources of radiation at the workplace, in addition to records about hazardous chemicals at the workplace and the exposure of workers to them.
- It is forbidden to ask or authorize employees to manually transport any load which, by reason of its weight, may endanger health and safety of the employee.
- Workers shall be given sufficient and appropriate information on the risks related to their work. Workers shall also be informed of any legal texts or guidelines pertinent to the rules of occupational health and safety.
- The employer shall provide information on risks related to machines and equipment, as well as dangers due to chemical/biological and physical factors. Employers shall continuously train workers on the procedures and methods of chemicals' safe and sound use.

***Employers' duty to ensure availability of expertise and competence in health and safety:***

- The occupational physician shall take on the role of the OHS officer and shall ensure that precautionary measures are adopted, and that conditions for occupational health and safety are guaranteed.

***Workers' rights and duties:***

- Workers shall be given sufficient and appropriate information on the risks related to their work. They shall further be entitled to stay away from any location at work in case circumstances arise and make them reasonably think that a danger is threatening their safety or health. Workers shall strictly abide by all guidelines and instructions related to occupational health and safety.

***Protection against Reprisals:***

- A worker who withdraws due to considering the work site as an imminent and serious threat to life/health shall be protected from consequences, according to rules.

***Specific Hazards or Risks:***

- The employer shall protect employees from biological factors.
- Specific information about certain chemicals and agricultural products should be provided to the Ministry of the Environment.
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- Employers shall implement means to eliminate or reduce noise including: eliminating the source, keeping it away from workers, using sound insulation systems and performing hearing exams before recruitment and then regularly. Law no. 444 also contains provisions related to protection from noise pollution.
- The height area shall be protected, delimited with barriers, and equipped with the necessary tools that enable workers to secure a foothold or hand support when needed.
- If work is to be done inside a room, tank, hole, smokestack or any other place where the emanating vapors are dangerous to an extent that threatens the workers' safety, necessary precautionary measures shall be taken, and personal protective equipment shall be provided.
- Fire exits shall be created, and stairs should be safe.
- The use of new mechanically powered machines shall be liable to prior licensing by the Ministry of Labor, pursuant to a report submitted by the engineer labor inspector.
- The employer shall check, on a regular basis, either personally or through specialists, that the machines, tools, and substances used by workers do not entail any risks to the health and safety of those who use them properly.
- Women who are medically proven to be pregnant shall not be employed in work that involves exposure to benzene or products containing benzene.
- Women who are breastfeeding shall not be employed in a work that involves exposure to benzene or to products containing benzene.
- Women are prohibited from working in industries and businesses set out in Table 1 annexed to the labor law.

***Recording, notification and investigation of accidents/incidents and diseases:***

- The employer or his representative shall record any occupational accident in a special register for that purpose. As per the ESCP/ESF, all major occupational incidents need to be reported to the World Bank team within 48 hours.
- The physician shall keep a medical record for every worker comprising the medical examination results and the health condition, the nature of the disease (if any), the modes of treatment and the absenteeism period required due to sickness.
- The employer is required to notify the Ministry of Labor of occupational accidents within 24 hours after their occurrence and report any occupational diseases promptly.
- Every enterprise having incurred an accident or fire shall notify the Ministry of Labor thereof in writing, within a maximum period of 24 hours, and shall send a report of occupational accidents to the Ministry once every 6 months.

## **6. RESPONSIBLE STAFF**

The overall Project implementation would be led by the Council for Development and Reconstruction (CDR) as Project Implementing Agency (PIA), through a Project Coordination Unit (PCU). The Borrower is represented by the Council for Development and Reconstruction (CDR) which will establish a PCU to implement the Project. The CDR PCU will employ Direct Workers who will be in charge of the project's overall implementation and coordination between the national actors including ministries, municipalities and unions of municipalities. The PCU 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 Labor Management Procedures (LMP).

The PCU will be established and will be maintained throughout the project's duration. The PCU is committed as per the Environmental and Social Commitment Plan (ESCP) to assign dedicated staff to manage environmental and social risks. The environmental and social specialists shall be responsible for updating, disclosing, and implementing the Labor Management Procedures (LMP) to be consistent with ESS2 as stipulated in the ESCP. In addition, the PCU will recruit a GM officer to follow up on the effective communication and functioning of the GM across all ministries involved in the implementation of this project and its various components.

The PCU may at any time require records to ensure that labor conditions are met. PCU will review records against actuals at a minimum on a monthly basis and can require immediate remedial actions if warranted. A summary of issues and remedial actions will be included in quarterly reports to the WB.

Contractors will have to comply with the requirements of ESS2 which will be incorporated into contractual agreements. Contractors must prepare an OHS plan based on risk assessment and engage a minimum of one safety representative/ officer, who will ensure day-to-day compliance with specified safety measures and records of any incidents. Minor incidents are reported to PCU on a monthly basis, serious incidents are reported immediately. Minor incidents are reflected in the quarterly reports to the WB, major issues are flagged to the WB immediately.

Contractors must pass the requirements to all subcontractors as relevant. The following represents a non-exhaustive list of their responsibilities under these LMP:

- Ensure GM referral pathways in the event of any SEA/SH related complaints;
- Reporting on incidents/fatalities as per the ESCP within 48 hours;
- Training on Gender-Based Violence (GBV);
- GM log documentation and reporting on E&S periodically;
- Execute any sanctions as a result of possible non-compliance 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;
- Report to PCU on labor and occupational health and safety performance.

Contractors will be fully responsible to ensure that their workers know and are trained on their obligations with respect to avoidance of any form of GBV, safe disposal of waste and reporting of communicable diseases if they contract any. Continuous motivation, monitoring and reporting on the same is the responsibility of the Contractor. The PCU will have a monitoring team to ensure the same.

Contractors are required to ensure that the assigned workers are adequately trained and briefed with overall safety arrangement, use of equipment, GM procedure, working conditions of the project. Training on GBV and preparation and obtaining a signed code of conduct are also the Contractor's responsibility.

## 7. POLICIES AND PROCEDURES

### ***Occupational Health and Safety (OHS) Risks:***

To mitigate Occupational Health and Safety (OHS) risks that may emerge from the implementation of the proposed project, the PCU will ensure that national legislation relevant to OHS (especially Decree No. 11802 of 2004) is implemented. Moreover, OHS requirements stipulated in the World Bank Group “General Environmental, Health and Safety Guidelines” (EHSG) shall be followed, in addition to the EHSG for Annual Crop Production, Waste Management Facilities, Water and Sanitation. In line with the EHSG aforementioned, risk assessments and correspondent mitigation measures shall be carried out for identified activities of OHS significance.

The monitoring and evaluation for the implementation of good practices for OHS shall be carried out by a third party who will conduct inspection visits and report them to the World Bank.

### ***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 a culturally appropriate language. For the Contracted workers, clauses will be included in 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’ GM which will be adopted). Where necessary, the project will ensure that working conditions and terms of employment are orally communicated and explained.

Primary Supply Workers will be involved in the supply of goods and services associated with the activities under subcomponent 2 (e.g., solar panels). They will be provided with clear and understandable terms and conditions of supply in procurement contracts.

### ***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 that 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 and appeal where necessary.

### ***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 GM will be communicated to all workers as detailed in section 9 and will be used for noncompliance 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 training and refresher training will be provided for all workers.

***Non-payment, disparity in wages and/or denial of benefits:***

Workers will be provided with signed contracts clearly stating 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.

***GBV/Sexual Exploitation and Abuse (SEA):***

In line with the provisions of the Environmental and Social Commitment Plan (ESCP), the SEA/SH Action Plan will be prepared as part of the subproject ESIAs/ESMPs which will be adopted and implemented by the PCU and will be communicated to the identified project workers. In addition, codes of conduct (CoC) will be developed which will include provisions on Sexual and Gender-Based Violence (SGBV) and safety. 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.

Induction training and refresher training will be provided for all workers on the purpose of the CoC and the importance of adhering to it. CoC is to be signed by all categories of recruited workers to acknowledge that all the terms thereof have been understood. 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.

***Risk of unresolved complaints:***

The project will ensure that an efficient GM system is in place. The GM should be well-communicated and easily accessible for all project workers to raise any concerns. Further details on the GM system are described in section 9. The PCU has overall responsibility for implementation of the project GM. The PCU GM officer will ensure coordination and follow up on the GM logging and reporting and documentation with all implementing entities including with Kafalat and Green Plan and will coordinate also with the PCU E&S specialist (see section 9 below for more details).

***Training and Capacity Building:***

Training will be provided to all workers before the commencement of work on general OHS and more specifically related communicable diseases, SEA/SH prevention, and CoC during induction and on a regular basis to ensure all workers are familiar with the project's requirements. The Environment and Social (E&S) Specialist will provide training to Direct Workers, Contracted Workers and Primary Supply Workers. 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, SH and SEA;
- Grievance mechanism, including roles, responsibilities and accountabilities, and contact persons/communication channels;
- Contractor's Environmental & Social Management Plan (CESMP) and OHS requirements and mitigation measures;
- Implementation of preventive measures for communicable diseases as per the WHO standards and the national requirements as per the Ministry of Public Health directions/guidelines; and
- Training shall be delivered by experienced trainers/specialists, based on the competency requirements. Records of the training will be kept including training evaluation.
- Child labor and corresponding preventative measures considering child labour is a pervasive issue in Lebanon and particularly in the agricultural sector.

## 8. AGE OF EMPLOYMENT

In Lebanon, the minimum age for employment is 13 years of age (LC, art. 22). Decree 8987 of 2012 forbids the employment of adolescents and children under 18 years of age in jobs that pose a risk to their health, safety and behavior. Those below the age of 13 are not allowed to work. Child labor is a significant issue in Lebanon. Occurrence of the worst forms of child labor is reported in construction and agriculture (US DoL, 2019; AUB/MoL, 2019) both of which are within the nature of this project. After the age of 13, specific medical examinations that guarantee the medical fitness of the workers are required. Also, those below the age of 15 are prohibited from working in specific industrial and business projects that are burdensome or harmful to health. Those under sixteen are prohibited from work that is inherently dangerous or that poses a threat to life, health, or morals. Therefore, proper requirements and measures shall be implemented to ensure that 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. The CDR PCU is required to maintain a registry of all direct, contracted and primary supply workers with age information. Verification of the age shall be undertaken prior to the engagement of skilled workers and be documented. Additionally, site specific CESMPs for contracted and primary supply workers shall include provisions about age verification. Those provisions are to be monitored and followed-up by the Environment and Social (E&S) Specialist with the PCU and the contractor E&S specialist. Below are indicative age verification means that could be used where official ID system is broadly unavailable:

- 1) Check the birth date 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.

## 9. TERMS AND CONDITIONS

General terms and conditions of all workers hired under the Lebanese Labor Law are:

- Employees should be residing in Lebanon;
- Work can be carried out from the office located at CDR PCU or conducting remote work;
- Schedule of work will be Monday to Friday from 9:00 a.m. till 5:00 p.m.;
- The employee will read the work contract prior to employment to get informed about the working conditions which will be as follows:
  - The remuneration for each post will be determined based on the candidate's experience and the Terms of Reference;
  - Full time employees will be working for 5 days per week and 8 hours per day with a maximum number of 40 hours per week;
  - Flexible working arrangements;
  - Payment in USD or LBP will be made on monthly basis;
  - Class B insurance and National Social Security Fund (NSSF) will be provided;
  - 15 days of yearly paid vacation will be provided;
  - Public Holidays as per the Lebanese Labor Law;
  - Free parking access;
  - Private lactation room.

The project will have Direct Workers, Contracted Workers and Primary Supply 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 of 8 working hours per day, with a maximum of 40 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 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, and firms working under CDR PCU, as well as contractors that will implement works, and their teams.

***Specific wages, hours and other provisions that apply to the project:***

See section 2 wages. ***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 of 8 working hours per day 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 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 Primary Supply Workers**

This category of workers is not defined in the Lebanese Labor Law and falls under the category of contracted workers. Thus it follows the same terms and conditions as contracted workers. However, since it will be more challenging for CDR to control primary supply workers, it is important that the PCU clearly communicates labor requirements to the contractors, monitors and ensures follow up on their implementation from the side of supervision engineers and CDR PCU relevant staff.

## 10. GRIEVANCE MECHANISM

The PCU has overall responsibility for implementation of the GM across all involved implementing parties. The PCU GM officer, who will be recruited as part of the PCU before commencement of project activities and in line with the provisions of the ESCP, will ensure coordination and follow up on the GM log and will ensure reporting and documentation is conducted in an ongoing manner with all implementing entities including with Kafalat and Green Plan. The GM Officer will coordinate as needed with the PCU E&S specialist and will be responsible for conducting trainings as needed to all staff / personnel handling grievances.

A well-communicated and easily accessible grievance mechanism (GM) will be provided for all Direct, Contracted Project Workers and Primary Supply 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 GM focal point at CDR PCU will be responsible for managing workers' grievances. The Environment and Social (E&S) Specialist 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 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 final design of the GM will be validated and adjusted as needed before commencement of the project activities and in line with the provisions of the ESCP to ensure its relevance and ease of use. Based on best practices, the final institutionalized GM should encompass a system that involves the following key steps:

- Uptake: Multiple uptake channels for complaints should exist to ensure widespread accessibility and inclusive accessibility.
- Sorting and Processing: There should be a system to categorize, assign priority, and route grievances to the appropriate entity for handling and resolution.
- Acknowledgement and Follow-Up: Complaints should be acknowledged (in writing). The acknowledgement should outline the GM process, provide contact details and indicate how long it is likely to take to resolve the grievance. Clear timetables should be publicly available.
- Verification, Investigation, and Action: The merit of each grievance should be judged against clearly defined standards. Investigators should be neutral and not have a stake in the outcome. Action should be taken on every grievance.
- Monitoring and Evaluation: There should be a process to track grievances and assess progress being made to resolve grievances. There should be indicators to measure grievance monitoring and resolution, best displayed via a simple graphical dashboard. If there is data being collected,

this data should be used to make policy and/or process changes to minimize similar grievances in the future.

- Feedback: Complainants should be surveyed for their satisfaction and feedback on the credibility of the process. Feedback should be publicly made available. The GM should ideally recognize and enforce a right to appeal decisions. Target communities and other interested parties should be informed of this right, if recognized.
- Analysis: A process should be in place to analyze the effectiveness of the GM periodically, within set timeframes.

The PCU at CDR will be responsible for setting 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 prior to the start of project implementation. The workplace GM will also be responsible for tracking and resolving workers' grievances and maintaining 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/SH grievances and ensure implementation of the necessary referral pathways which will be handled separately from other complaints. In the event of any SEA/SH related concerns, the requirements for incident reporting as per the Environmental and Social Commitment Plan (ESCP) will be adhered to.

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 are 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. All cases shall be resolved **within 30 working days** from the registration date of the complaint. 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**

Once information that a grievance has been received is channeled into CDR from whatever source, the Grievance Log will be updated by the GM officer and the person/entity raising the grievance will be contacted by PCU Leader to request additional information **within three working days** from receipt of the grievance if needed.

The Grievance Register shall immediately be populated by the PCU E&S Specialist with the following information using the Grievance Log:

- A unique reference number of the complaint;

- The date and time on which the complaint was lodged;
- How the grievance was first brought to the attention of CDR (uptake channels);
- Information about the complainant (name, gender, telephone number and preferred contact details, their place of residence and address); complainant also has the right to raise the grievance anonymously and confidentiality must be ensured in such cases;
- The use of the referral pathway, if any;
- A brief description of the complaint to include details of the location, people involved so that a timeline of events can be created;
- The category of the complaint;
- Whether it is a major incident and requires reporting to World Bank within 48-hours;
- Time and date on which the complaint was closed/resolved;
- Whether the complainant chose to appeal.

The person raising the grievance shall then be provided with an acknowledgement **within three working days** from the point the grievance was first raised, in an appropriate manner that reflects their preferred contact details (typically a letter or email), by PCU E&S Specialist. The acknowledgement of receipt shall contain information about the next steps in the procedure, target timeframe and the contact details of the person who has been assigned to investigate and manage the grievance.

## **2) Investigation**

The grievance shall be assessed, and an Investigation Report prepared and issued by the PCU **within 15 working days** from registration of the grievance. The PCU GM Officer is responsible for delegating the investigation to relevant personnel based on the type of grievance received. The PCU GM Officer will review the investigation report and approve it prior to sharing with the person/entity raising the grievance.

If the grievance relates to a minor issue, then it is likely that the investigation can be completed **in advance of the 15 working days**. The investigation shall involve an examination of the circumstances of the case, interviews with the parties involved and consultations with stakeholders. The report shall include details of the proposed steps to be taken to resolve the grievance based upon the facts. If such steps require disbursement of financial resources, the case shall be raised to the PCU Leader for review and appropriate action.

## **3) Responding with a proposed resolution**

The PCU E&S Specialist will inform the person raising the grievance, **within 20 working days** from the date when the grievance was registered, of the outcome of the Investigation Report and the proposed steps to be taken to resolve the grievance. If a physical meeting is not possible, the meeting can be held remotely via means that are accessible to the person raising the grievance.

If the person accepts the resolution steps, then these will be implemented within the agreed timeframe and the person raising the grievance will be requested to sign their acceptance of the proposed solution

so that it can be closed in the Grievance Register. As a target, all complaints should be closed **within 30 working days** from registration of the grievance. Feedback will be requested from the person to check how satisfied they are with the overall resolution of the grievance.

If the person does not accept the resolution steps, then they will be able to appeal (see below).

#### **4) *The opportunity to appeal***

If the originator of the grievance is not satisfied with the resolution, he/she has the right to appeal. If a person wishes to appeal, then PCU E&S Specialist shall invite the services of an independent party (such as a non-governmental organization, civil society group or independent consultant) and ask them to provide one, or more, representatives to help mediate the case. At any time during the grievance resolution process, a complainant can seek independent legal advice or involve a court of law.

Vulnerable groups will be assisted to raise their grievances by the Beirut Bar Association, which can appoint voluntary lawyers to investigate such claims. NGOs engaged in the project can also play a role in defending legal rights of vulnerable groups. Once these groups are identified, they will be documented and the LMP will be updated accordingly as needed.

The E&S Specialist will ensure adequate follow-up of the appeal process and follow up with the complainant as needed to ensure the case is closed as promptly as practicably possible.

#### **5) *Follow-up and conclusion***

Once a resolution of the complaint has been agreed or a decision to close the file has been made, the final step will be the implementation of the settlement, the monitoring of the results and the conclusion of the complaint.

Where needed, the E&S Specialist will prepare a 'lessons learned' document that outlines the steps taken to avoid similar grievances from re-occurring in the future. These shall then be disseminated across the Project and activities through toolbox talks, notice signs, meetings and other activities to work towards improving the Project's environmental and social performance over time.

Reporting on Gender Based Violence (GBV)/SEA/SH and cases of abuse by staff will be highlighted and community members will be encouraged to report cases of violence they witness in or around the work sites and related public spaces<sup>1</sup>. This would help to ensure that women and girls especially have a voice when they experience any kind of violence during project implementation. Where applicable, this can be done by raising awareness of safe and anonymous mechanisms that anyone can use to report GBV and harassment, as well as awareness on the redress mechanisms offered through the program and other local institutions.

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<sup>1</sup> It is important to consider having confidential / focused group discussions in these cases as some women might hold back sharing or voicing these kinds of concerns in public. More information can be found in the SEP document as this statement is more specific to communities' grievances.

The GM does not exclude the formal legal process of the national law. If a grievance remains unresolved following application of the project GM process, the affected person can initiate legal proceedings in accordance with national law and may have recourse to the Appeals Court as warranted.

***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 upon the consent of the survivor/complainant, such as medical and psychological support, emergency accommodation, and any other necessary services for the survivor to get relevant attention. If the survivor so desires, the case could be referred to law enforcement and even legal services. Data on GBV cases will be handled confidentially and follow the victim centered approach and guidance of the GPN. The GBV related cases, when they happen, should be reported to the World Bank within 48 hours of their occurrence, in line with the ESCP.

## **11. CONTRACTOR MANAGEMENT**

The contractors will be selected based on both acceptable 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 sub-contractors 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 non-compliance 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.

## **12. COMMUNITY WORKERS**

Community workers are not included in the project thus there will be no engagement under this project.

## **13. PRIMARY SUPPLY WORKERS**

Primary supply workers will be engaged under this project in the supply of goods and services associated with the activities under subcomponent 2.

This section will be further updated at a later stage once sub-projects are better defined.

The LMP, which is a living document, will be updated before the bid for the first round of subprojects is released and in line with the provisions of the ESCP.